

THIS INSTRUMENT PREPARED BY:  
Kristy Liggan Riley, Esquire  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
John L. and Martha R. McKee  
311 Woodward Court  
Birmingham, AL 35242

STATE OF ALABAMA  
SHELBY COUNTY

  
20030606000356120 Pg 1/3 397.00  
Shelby Cnty Judge of Probate, AL  
06/06/2003 14:54:00 FILED/CERTIFIED

**STATUTORY WARRANTY DEED**

THIS STATUTORY WARRANTY DEED is executed and delivered on this 29th day of May, 2003 by **LEGACY PLACE, LLC**, an Alabama limited liability company ("Grantor"), in favor of **JOHN L. MCKEE AND MARTHA R. MCKEE** ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Three Hundred Eighty Thousand and No/100 Dollars (\$380,000.00 ), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, GRANT, BARGAIN, SELL and CONVEY unto Grantee the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property):

Lot 22 according to a survey of Legacy Place of Greystone, as recorded in Map Book 27, Page 36 in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO:

1. Taxes and assessments for the year 2003 and taxes for subsequent years, not yet due and payable.
2. Restrictions, limitations and conditions as shown by recorded map.
3. Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument #1999050995 and Amendment No. 1 recorded in Instrument #2000-12771, Amendment No. 2 recorded in Instrument #2000-34390, Amendment No. 3 recorded in Instrument 2000-40197, Amendment No. 4 recorded in Instrument #2001-16407, Amendment No. 5 recorded in Instrument #2001-481193, together with a Reciprocal Easement Agreement as set forth in Instrument #2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Instrument #2000-25238 and assignment of Developer Rights as set forth in Document #20020919000452220, as recorded in the Probate Office of Shelby County, Alabama.
4. Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. and Walter Dixon, as recorded in Instrument #1999-12252 and amended in Instrument #2000-12771, as recorded in the Probate Office of Shelby County, Alabama.
5. Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument #2000-17644 together with Assignment and Assumption Agreement as set forth in Instrument #2000-20625, as recorded in the Probate Office of Shelby County, Alabama.
6. Easement Agreement between the City of Birmingham and Greystone Development Company, LLC, as set forth in Instrument #2000-17642, as recorded in the Probate Office of Shelby County, Alabama.
7. Access Easement Agreement as set forth in Instrument #1999-12253, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
8. Easement Agreement as set forth in Instrument #1999-12254, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
9. Access Easement Agreement and Right of First Refusal Agreement as set forth in Instrument #1999-7167, as recorded in the Probate Office of Shelby County, Alabama.

10. Consent Agreement by and between Charles Steven Daughtry and Greystone Development Co., LLC, as recorded in the Probate Office of Shelby County, Alabama. (affects access)
11. Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Instrument #2000-25236, as recorded in the Probate Office of Shelby County, Alabama.
12. Easement in favor of Alabama Power Company as set forth in Real 133, page 551 and Real 142, page 188, as recorded in the Probate Office of Shelby County, Alabama.
13. Easement in favor of Alabama Power Company as set forth in Deed Book 351, page 1, as recorded in the Probate Office of Shelby County, Alabama.
14. Right of way in favor of South Central Bell as set forth in Real 21, page 312, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)
15. Covenant releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, page 36, as recorded in the Probate Office of Shelby County, Alabama.
16. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to such rights set forth in Deed Book 243, page 828, as recorded in the Probate Office of Shelby County, Alabama

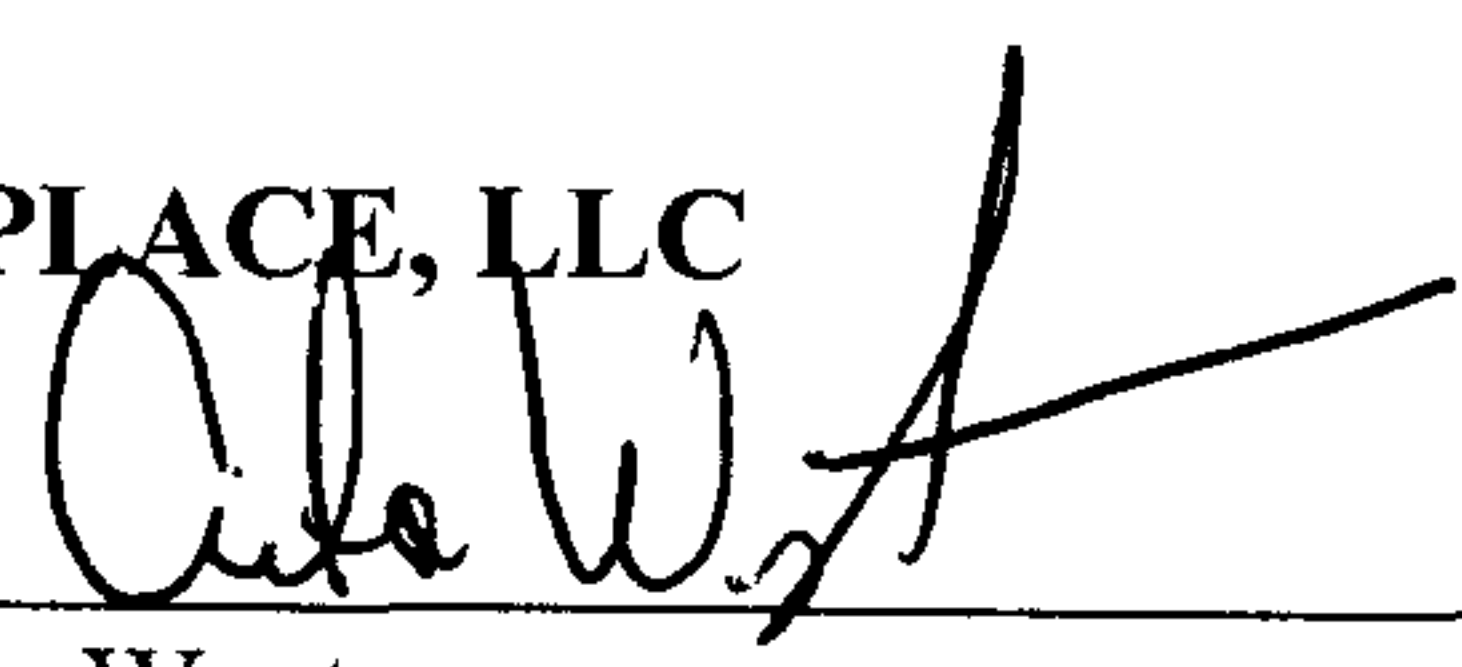
Grantee, by acceptance of this deed, acknowledges, covenants and agrees for Grantee and Grantee's heirs and assigns, that (a) Grantor has not made and does not make any covenants, representations or warranties, either express or implied, regarding the physical condition of the Property or any portion thereof, the suitability or fitness of the Property for any intended or specific use, any matters of survey or whether any underground storage tanks or any hazardous or toxic waste, substances or materials, including, without limitation, asbestos, radon, formaldehyde and polychlorinated biphenyls, are present or at any time prior to the date hereof have been located in, on, under, upon or adjacent to the Property; (b) Grantee has assumed full and complete responsibility for the investigation and determination of the suitability of the surface and subsurface conditions of the Property including, without limitation, the existence or presence of any sinkholes, underground mines, tunnels, water channels and limestone formations or deposits on, under, adjacent to or in close proximity with the Property; and (c) Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its members, managers, agents, employees, officers, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee further covenants and agrees for Grantee and Grantee's heirs and assigns, that the Golf Club Property, as defined in the Master Declaration, does not constitute Common Areas, as defined in the Master Declaration, and such Golf Club Property is provided solely for the members of the private club which owns the Golf Club Property, and that ownership or occupancy of any portion of the Property by Grantee and/or Grantee's heirs and assigns shall not entitle Grantee and/or Grantee's heirs and assigns to any rights in or to or the use of any of the improvements constituting any part of the Golf Club Property, nor to any membership interest in or to the private club which owns the Golf Club Property.

**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the undersigned Legacy Place, LLC has caused Statutory Warranty Deed to be executed by its duly authorized representative as of the day and year first above written.

LEGACY PLACE, LLC

By: 

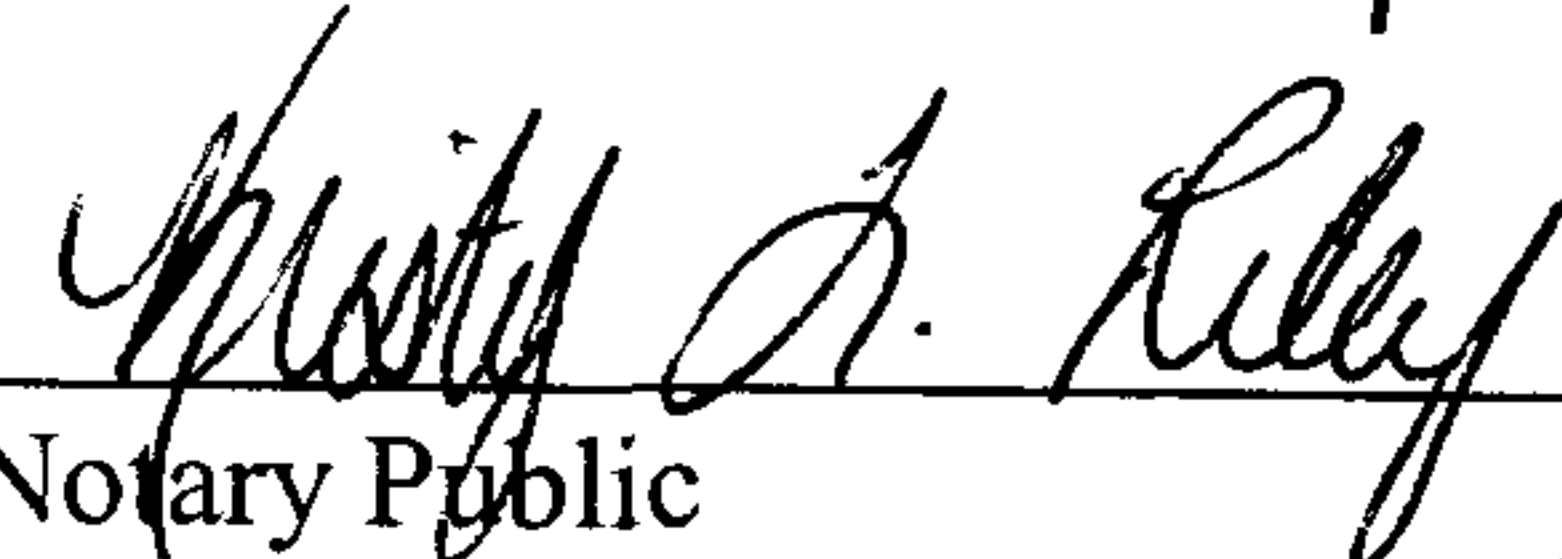
Anita West  
Financial Administrator of Legacy Place, LLC, as Attorney in Fact under Limited Power of Attorney recorded under Instrument #20020919000452230, in the Probate Office of Shelby County, Alabama

STATE OF ALABAMA )  
JEFFERSON COUNTY )

20030606000356120 Pg 3/3 397.00  
Shelby Cnty Judge of Probate, AL  
06/06/2003 14:54:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Anita West, Financial Administrator of Legacy Place, LLC, whose name as Attorney in Fact of Legacy Place, LLC, under Limited Power of Attorney recorded under Instrument #20020919000452230, in the Probate Office of Shelby County, Alabama is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she, in such capacity and with full authority, executed the same voluntarily on the day the same bears date for and as the act of such limited liability company.

Given under my hand and official seal, this the 29th day of May, 2003.

  
Notary Public  
My Commission Expires: 10-1-05