



(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was prepared by:

SEND TAX NOTICE TO:

Donna M. Jennings
NAJJAR DENABURG, P.C.
Attorneys at Law
2125 Morris Avenue
Birmingham, Alabama 35203

Julie A. Berry
193 Clairmont Road
Sterrett, AL 35147

STATE OF ALABAMA)
COUNTY OF SHELBY)

WARRANTY DEED

Know All Men by These Presents: That in consideration of Three Hundred Fourteen Thousand and No/100 Dollars (\$314,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the undersigned **GREENHILL CONSTRUCTION, INC.**, an Alabama corporation ("GRANTOR"), in hand paid by **JULIE A. BERRY, AN UNMARRIED PERSON** ("GRANTEE"), GRANTOR does grant, bargain, sell and convey unto GRANTEE the following described real estate, situated in **SHELBY** County, Alabama, to-wit:

LOT 158, ACCORDING TO THE SURVEY OF FOREST PARKS, 1ST SECTOR, AS RECORDED IN MAP BOOK 22, PAGE 28 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. Subject to the taxes for the year beginning October 1, 2002, which constitutes a lien, but are not yet due and payable until October 1, 2003.
2. Easement for Alabama Power Company recorded in Volume 236, Page 829, in the Probate Office of Shelby County, Alabama.
3. Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 139, Page 127; Volume 133, Page 210; Volume 126, Page 191; Volume 126, Page 192; Volume 126, Page 323 and Volume 124, Page 519.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 53, Page 262.
5. Covenants and Restrictions as set out in Instrument No. 1997-02752.
6. Easements and building line as shown on recorded map.
7. Terms, conditions, covenants, easements and release of damages as recorded in Instrument No.

- 1996-31156.
8. Covenant to run with land as recorded in Instrument # 1997-25449 and rerecorded in Instrument #1998-23896.
 9. Right of way granted to Shelby County as recorded in Instrument # 1997-25505 and Instrument # 1998-4998.

\$150,000.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

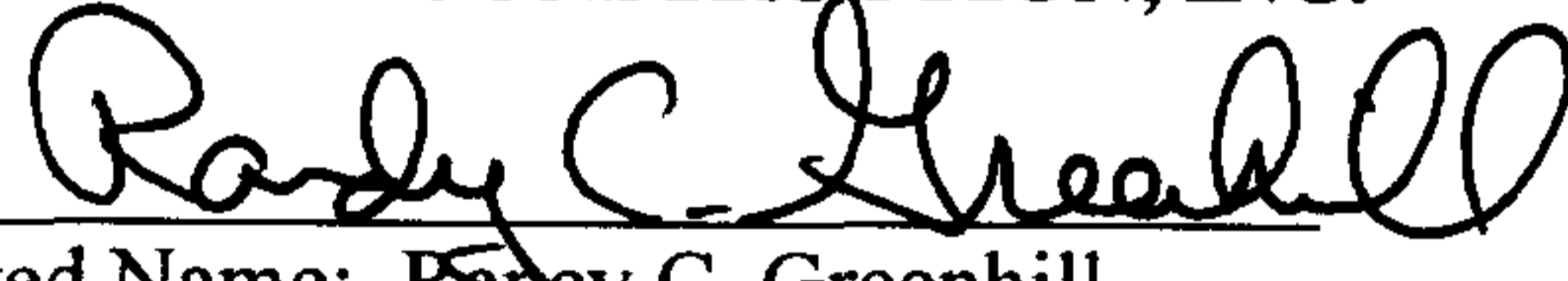
TO HAVE AND TO HOLD unto the said GRANTEE, her heirs, executors, administrators and assigns, forever.

And GRANTOR does for itself and for its successors and assigns covenant with the said GRANTEE, her heirs, executors, administrators and assigns, that GRANTOR is lawfully seized in fee simple of said premises; that said premises is free from all encumbrances, unless otherwise noted above; that GRANTOR has good right to sell and convey the same as aforesaid; that GRANTOR will and its successors and assigns shall warrant and defend the same to the said GRANTEE, her heirs, executors, administrators and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, Greenhill Construction, Inc., by its President, Randy C. Greenhill, who is authorized to execute this conveyance, has hereunto set his signature, this the 30th day of July, 2003.

GRANTOR:

GREENHILL CONSTRUCTION, INC.

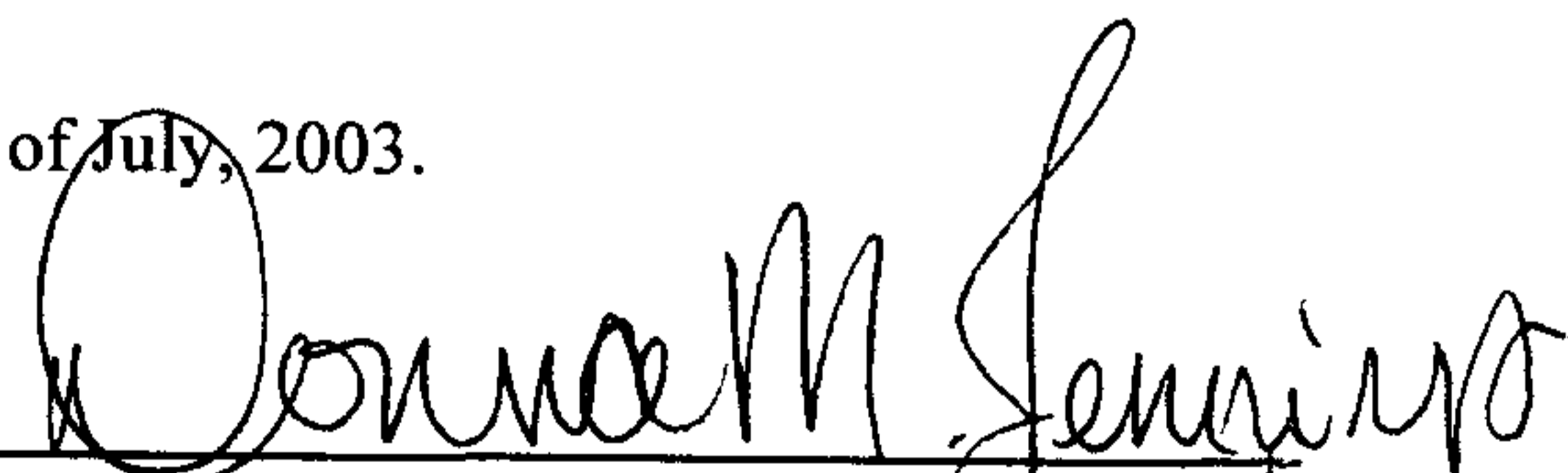
By: 
Printed Name: Randy C. Greenhill
Title: President

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randy C. Greenhill, whose name as President, of GREENHILL CONSTRUCTION, INC., a(n) Alabama corporation, is signed to the foregoing Owner's Affidavit and Indemnity and who is known to me, acknowledged before me on this day that, being informed of the contents of the Owner's Affidavit and Indemnity, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30th day of July, 2003.

[SEAL]


Notary Public
My Commission Expires: 7/6/07