

THIS INSTRUMENT PREPARED BY AND UPON
RECORDING SHOULD BE RETURNED TO:
Stephen R. Monk, Esq.,
Bradley Arant Rose & White, LLP
One Federal Place, 1819 Fifth Avenue North
Birmingham, Alabama 35203

SEND TAX NOTICE TO:
Mr. Ron Kelley
R & S Custom Homes, Inc.
2000-D Eagle Point Corp. Dr.
Birmingham, Alabama 35242

mtg value

THIS STATUTORY WARRANTY DEED is executed and delivered on this 17th day of July, 2003 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), in favor of R & S CUSTOM HOMES, INC. ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Eighty-Five Thousand Five Hundred and No/100 Dollars (\$85,500.00), 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 following described real property (the "Property") situated in Shelby County, Alabama:

Lot 824, according to the Survey of Greystone Legacy, 8th Sector, Phase II, as recorded in Map Book 31, Pages 54 A, B and C in the Office of the Judge of Probate of Shelby County, Alabama, and as recorded in Map Book 209, Page 80 in the Office of the Judge of Probate of Jefferson County, Alabama.

All of the consideration was paid from the proceeds of a mortgage loan.
The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2003, and all subsequent years thereafter
2. Library district assessments for the current year and all subsequent years thereafter.
3. Mining and mineral rights not owned by Grantor.
4. All applicable zoning ordinances.
5. The easements, restrictions, reservations, covenants, liens, assessments, agreements and all other terms and provisions of the Greystone Legacy Declaration of Covenants, Conditions and Restrictions dated as of December 1, 1999 and recorded as Instrument No. 1999-50995 in the Office of the Judge of Probate of Shelby County, Alabama, as amended, (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").
6. Any Dwelling, as defined in the Declaration, built on the Property shall contain not less than 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 square feet of Living Space, as defined in the Declaration, for multi-story home.
7. Subject to the provisions of Sections 6.04(a), 6.04(b) and 6.05 of the Declaration, minimum building setback requirements for any Dwelling, as defined in the Declaration, to be constructed, erected, placed or maintained on the Property shall be as follows:

- (i) Front Setback: 50 feet;
- (ii) Rear Setback: 50 feet;
- (iii) Side Setbacks: 15 feet.

The foregoing setbacks shall be measured from the property lines of the Property.

8. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for itself and its successors 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.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned GREYSTONE DEVELOPMENT COMPANY, LLC, has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

GREYSTONE DEVELOPMENT COMPANY, LLC, an
Alabama limited liability company

By: Daniel Realty Corporation, an Alabama corporation,
Its Manager

By: Chris A. Brown
Its: Sr VP

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chris A. Brown whose name as Sr Vice President of Daniel Realty Corporation, an Alabama corporation, as Manager of GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation, as manager of Greystone Development Company, LLC as aforesaid.

Given under my hand and official seal, this the 17th day of July, 2003.

Dekker D. Stephens
Notary Public
My Commission Expires: 4-10-2006

The total consideration paid by Grantee for the Property is \$85,500.00. Approximately 18,435 square feet of the Property is situated in Jefferson County, Alabama and approximately 4,745 square feet of the Property is situated in Shelby County, Alabama. Based on the foregoing, the total consideration should be allocated \$67,997.50 to that portion of the Property situated in Jefferson County and \$17,502.50 to that portion of the Property situated in Shelby County, Alabama.

Jefferson 79.53%
Shelby 20.47%

STATUTORY
WARRANTY DEED

CORPORATE-
PARTNERSHIP

CLAYTON T. SWEENEY, ATTORNEY AT LAW

STATE OF ALABAMA-JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed tax has
been collected on this instrument
Michael F. Bolin
Judge of Probate
"No Tax Collected"

State of Alabama - Jefferson County
I certify this instrument filed on:

2003 AUG 20 P.M. 13:00

Recorded and \$	Mtg. Tax
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000
1100	1100
1200	1200
1300	1300
1400	1400
1500	1500
1600	1600
1700	1700
1800	1800
1900	1900
2000	2000
2100	2100
2200	2200
2300	2300
2400	2400
2500	2500
2600	2600
2700	2700
2800	2800
2900	2900
3000	3000
3100	3100
3200	3200
3300	3300
3400	3400
3500	3500
3600	3600
3700	3700
3800	3800
3900	3900
4000	4000
4100	4100
4200	4200
4300	4300
4400	4400
4500	4500
4600	4600
4700	4700
4800	4800
4900	4900
5000	5000
5100	5100
5200	5200
5300	5300
5400	5400
5500	5500
5600	5600
5700	5700
5800	5800
5900	5900
6000	6000
6100	6100
6200	6200
6300	6300
6400	6400
6500	6500
6600	6600
6700	6700
6800	6800
6900	6900
7000	7000
7100	7100
7200	7200
7300	7300
7400	7400
7500	7500
7600	7600
7700	7700
7800	7800
7900	7900
8000	8000
8100	8100
8200	8200
8300	8300
8400	8400
8500	8500
8600	8600
8700	8700
8800	8800
8900	8900
9000	9000
9100	9100
9200	9200
9300	9300
9400	9400
9500	9500
9600	9600
9700	9700
9800	9800
9900	9900
10000	10000

and \$ Deed Tax and Fee Amt.

\$ 5.50 Total \$ 5.50
MICHAEL F. BOLIN, Judge of Probate

MICHAEL F. BOLIN, Judge of Probate



200312/8890

CLAYTON T. SWEENEY, ATTORNEY AT LAW