

Send tax notice to:
MAX MORTON, JR.
NANCY C. MORTON
7012 MONTROSE ROAD
HOOVER, ALABAMA 35242

This instrument prepared by:
Stewart & Associates, P.C.
3595 Grandview Pkwy, #350
Birmingham, Alabama 35243

STATE OF ALABAMA
SHELBY COUNTY

BAM 31541
P
• TITLE of INSTRUMENT PROFESSIONALS
3595 Grandview Pkwy, Ste 350
Birmingham, AL 35243

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of FIVE HUNDRED TWENTY THOUSAND DOLLARS (\$520,000.00) in hand paid to the undersigned BRIAN SHULMAN AND SPOUSE, LISA SHULMAN (hereinafter referred to as Grantors") by MAX MORTON, JR. AND NANCY C. MORTON (hereinafter referred to as Grantees"), the receipt and sufficiency of which are hereby acknowledged, Grantors do, by these presents, grant, bargain, sell, and convey unto Grantees, as joint tenants with right of survivorship, the following described real estate situated in SHELBY County, Alabama, to-wit:

LOT 11, ACCORDING TO THE MAP AND SURVEY OF GREYSTONE, 7TH SECTOR, PHASE V, AS RECORDED IN MAP BOOK 23, PAGE 61, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

ADVALOREM TAXES DUE OCTOBER 01, 2004 AND THEREAFTER.

Building setback lines pursuant to the terms of the Declarations of Covenants, Conditions, and Restrictions recorded in Real 317, Page 260 and as amended from time to time, as shown by Map Book 23, page 61.

Title to all oil, gas and minerals within and underlying the premises, together with all oil and 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 Deed Book 60, Page 260; Deed Book 51, Page 544, in the Probate Office of Shelby County, Alabama.

Restrictions, covenants and conditions and building setback lines as set out in Amended and Restated Restrictive Covenants recorded in Real 265, Page 96.

Covenant and agreement for water service as set out in instrument between Dantract and Shelby County, as recorded in Real 235, Page 574 and amended by agreement as set out in Instrument No. 1993-20840 and Instrument No. 1992-20786.

Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 317, page 260, amended by Affidavit recorded in Real 319, Page 235 and further amended by 1st Amendment to Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in Real 346, Page 942, 2nd Amendment as recorded in Real 378, Page 904, 3rd Amendment as recorded in Real 397, Page 958, 4th Amendment as recorded as Instrument No. 1992-17890, 5th Amendment as recorded in Instrument No. 1993-3123 and further amended by 6th Amendment recorded in Instrument No. 1993-10163, 7th Amendment as recorded in Instrument No. 1993-16982, 8th Amendment as recorded in Instrument No. 1993-20968, 9th Amendment as recorded in Instrument No. 1993-32840, 10th Amendment recorded in Instrument No. 1994-23329, 11th Amendment as recorded in Instrument No. 1995-8111, 12th Amendment recorded in Instrument No. 1995-24267, 13th Amendment recorded in Instrument No. 1995-34231; 14th Amendment as recorded in Instrument No. 1996-19860; 15th Amendment recorded in Instrument No. 1996-37514, 16th Amendment recorded in Instrument No. 1996-39737 and by 17th

Amendment recorded in Instrument No. 1997-2534, 18th Amendment as recorded in Instrument No. 1997-17533, 19th Amendment as recorded in Instrument No. 1997-30081 and 20th Amendment recorded as Instrument No. 1997-38614 and as shown by Map Book 23, Page 61.

Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. as recorded in Real 350, Page 545.

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 that may now or hereafter exist or occur or cause damage to subject property, as shown by instrument recorded in Map Book 23, Page 61 in Probate Office; the policy will insure that any violation of this covenant will not result in a forfeiture or reversion of title.

Reciprocal easement agreement pertaining to access and roadway easements as recorded in Real 312, Page 274 and 1st amended by Real 317, Page 253 and 2nd Amendment as recorded in Instrument No. 1993-3124.

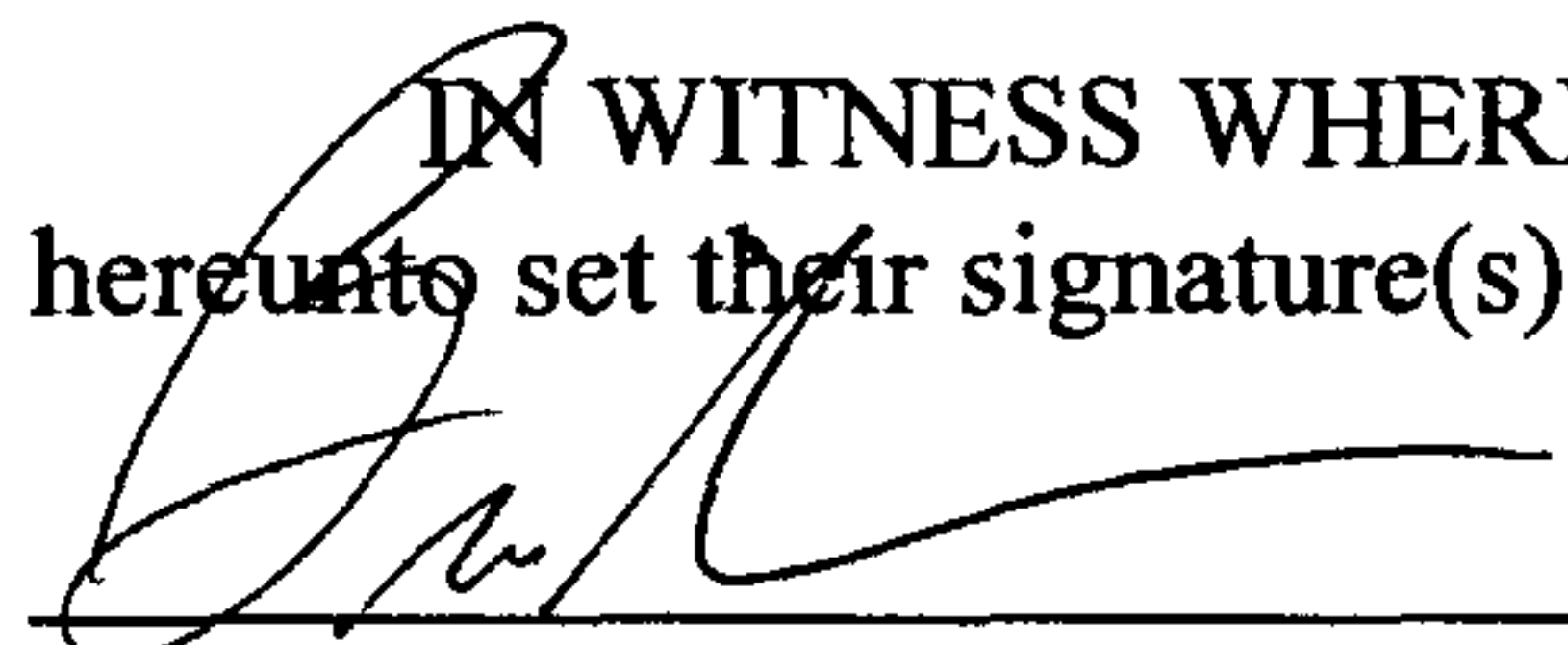
Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations as applicable as set out in and as recorded in Instrument No. 1998-15186.

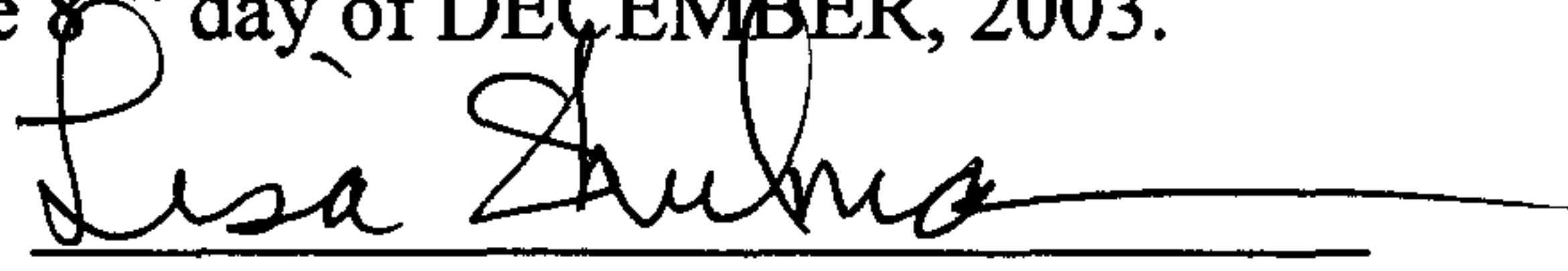
\$468,000.00 OF THE CONSIDERATION WAS PAID FROM THE PROCEEDS OF TWO MORTGAGE LOANS.

TO HAVE AND TO HOLD to Grantees, as joint tenants, with right of survivorship, their heirs, executors, administrators and assigns forever.

The Grantors do for themselves, their heirs and assigns, covenant with Grantees, their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises; that they are free from all encumbrances except as noted above; that they have a good right to sell and convey the same as aforesaid; and that they will, and their heirs, executors, administrators and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor(s) BRIAN SHULMAN AND LISA SHULMAN hereunto set their signature(s) and seal(s) on this the 8TH day of DECEMBER, 2003.


BRIAN SHULMAN


LISA SHULMAN

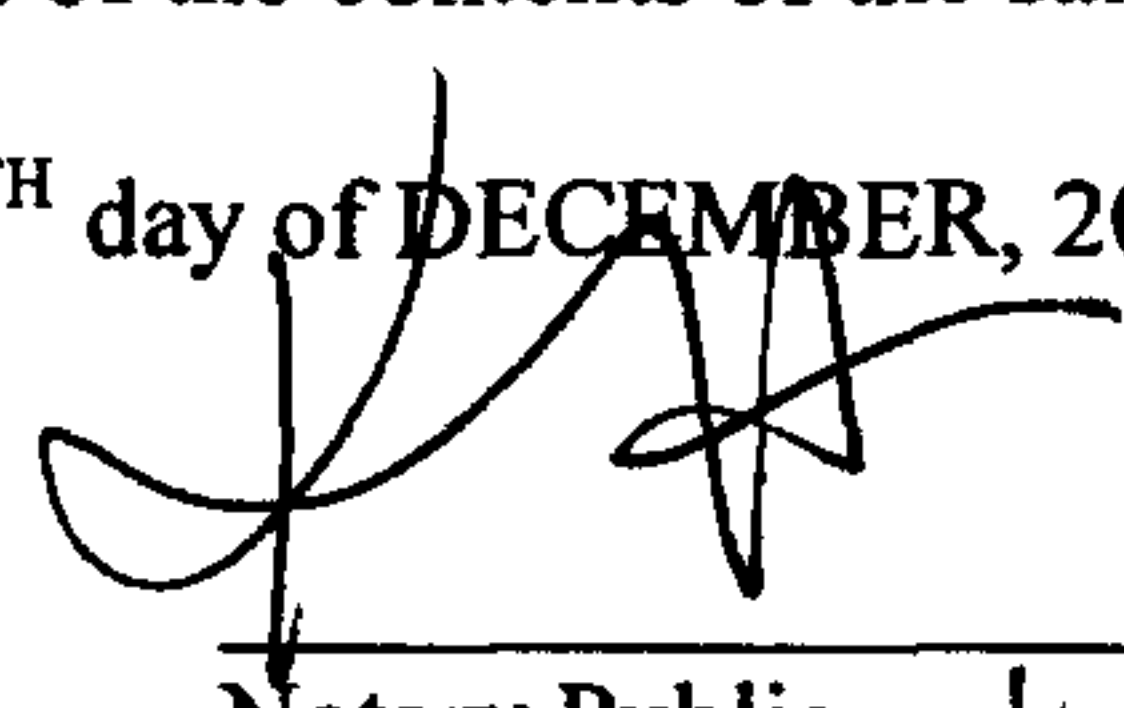
STATE OF ALABAMA
COUNTY OF JEFFERSON

20031212000803820 Pg 2/2 66.00
Shelby Cnty Judge of Probate, AL
12/12/2003 14:59:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BRIAN SHULMAN AND LISA SHULMAN whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8TH day of DECEMBER, 2003.

[NOTARIAL SEAL]


Notary Public

Print Name:

Commission Expires:

Kimberly D. Hawkins
1/8/11