

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. Kenneth Werk
K. T. Werk Advanced Southern Homes, Inc.
1006 Fairmont Circle
Birmingham, Alabama 35242

THIS STATUTORY WARRANTY DEED is executed and delivered on this 11th day of December, 2003 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), in favor of K. T. WERK ADVANCED SOUTHERN HOMES, INC. ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), 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 following described real property (the "Property") situated in Shelby County, Alabama:

Lot 915, according to the Survey of Greystone Legacy, 9th Sector as recorded in Map Book 32, Pages 44 A and B in the Office of the Judge of Probate of Shelby County, Alabama.

The Property is conveyed subject to the following:

1. Ad valorem taxes due and payable October 1, 2004, and all subsequent years t
2. Library district assessments for the current year and all subsequent years there:
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 2,400 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,000 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 11th day of December, 2003

Debbie D. Stephens
Notary Public
My Commission Expires: April 10, 2006

First American Title Insurance Company

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Alabama

County of Shelby

I, we, GREYSTONE DEVELOPMENT COMPANY, LLC, being first duly sworn, on oath depose and state that I, we, own the following property:

As described in binder number 146577 by Cahaba Title, Inc.

I/We have owned the property now being sold or mortgaged and, during all the time that I/we owned the property, my enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed to my knowledge, nor do I know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to me/us, and more particularly:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has/have allowed no encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has/have allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has/have no knowledge of such adverse rights. (*)
5. The Seller(s)/Owner(s), at present, and for a period of six months past, has/have caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has/have no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, lakes, bays or tidal waters either bordering, running through or situated on said premises. (*)
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against said owner, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce any purchaser to purchase, any lender to accept a mortgage on the property and to induce FIRST AMERICAN TITLE INSURANCE COMPANY, to issue its title insurance policy or policies in reliance upon any of the statements contained herein, and should First American Title Insurance Company, in its sole discretion, issue insurance in reliance upon such representations, said affiant agrees to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, as a result of reliance upon any misrepresentation herein.

11th day of December, 2003.
Debbie D. Stephens

My Commission Expires: *April 10, 2004*

Greystone Development Company, LLC
By: Daniel Realty Corporation, Its Manager

By: *Chris A. Brown*
Its: *SR 11*

(*) except as set forth (i) in the Greystone Legacy Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 1999-50995 in the Probate Office of Shelby County, Alabama, as amended and (ii) on the Survey of Greystone Legacy, 9th Sector as recorded in Map Book 32, Pages 44 A and B in the Probate Office of Shelby County, Alabama and (iii) in the above-described title commitment.

December 11, 2003

Ms. Jolyn Weaver
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, Alabama 35244

Mr. Kenneth Werk
K. T. Werk Advanced Southern Homes, Inc.
1006 Fairmont Circle
Birmingham, Alabama 35242

Re: Greystone Legacy Declaration of Covenants, Conditions
and Restrictions dated December 1, 1999 recorded as
Instrument No. 1999-50995 in the Probate Office of Shelby
County, Alabama (the "Declaration")

Dear Ms. Weaver and Mr. Werk:

Please be advised that as of the date hereof, all Assessments, as defined in the Declaration, have been paid in full for the period January 1, 2003 through December 31, 2003 with respect to Lot 915, according to the Survey of Greystone Legacy, 9th Sector as recorded in Map Book 32, Pages 44 A and B in the Probate Office of Shelby County, Alabama. (Capitalized terms not otherwise specifically defined herein shall have the same meaning given to them in the Declaration). Accordingly, no defaults exist at this time with respect to the payment of 2003 Assessment for Lot 915.

Furthermore, please be advised that as of the date hereof, neither the aforesaid Lot 915, or its Owner is in violation of any of the covenants, terms, conditions or provisions of the Declaration.

Very truly yours,

GREYSTONE LEGACY HOMEOWNERS'
ASSOCIATION, INC.

By: Shirley D. Elli
Its: Secretary