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(RECORDING INFORMATION ONLY ABOVE THIS LINE)

This Instrument was
prepared by:

SEND TAX NOTICE TO:

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RONALD A. STUNDA
7024 BRADSTOCKCOURT
BIRMINGHAM, AL 35242

STATE OF ALABAMA)

COUNTY OF SHELBY)

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

WARRANTY DEED

Know All Men by These Presents: That in consideration of FOUR HUNDRED NINETY NINE THOUSAND DOLLARS and 00/100 (\$499,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt of which is acknowledged, we, JAMES C. LANDERS and AMY LANDERS, HUSBAND AND WIFE (herein referred to as GRANTORS) do grant, bargain, sell and convey unto RONALD A. STUNDA and PAMELA R. STUNDA, HUSBAND AND WIFE, (herein referred to as GRANTEES, as joint tenants, with right of survivorship, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

Lot 45, according to the Survey of Greystone, 7th Sector, Phase I, as recorded in Map Book 18, Page 120, A, B, & C, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

1. TAXES FOR THE YEAR BEGINNING OCTOBER 1, 2003 WHICH CONSTITUTE A LIEN BUT ARE NOT DUE AND PAYABLE UNTIL OCTOBER 1, 2004.
2. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETO OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
3. 10-FOOT EASEMENT LOCATED ALONG THE NORTHERLY SIDE LOT LINE AND A 24-FOOT RCP ON WESTERLY SIDE LOT LINE, AS SHOWN ON THE RECORDED MAP OF SAID SUBDIVISION.
4. BUILDING SETBACK LINE PURSUANT TO THE TERMS OF THE DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN REAL 317, PAGE 260 AND AMENDED MAP BOOK 18, PAGE 120, A, B, & C.
5. RESERVATION OF MINERAL AND MINING RIGHTS IN THE INSTRUMENT RECORDED IN DEED BOOK 60, PAGE 260 AND DEED BOOK 51, PAGE 544, TOGETHER WITH THE APPURTENANT RIGHTS TO USE THE SURFACE. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF THIS INTEREST.
6. TERMS, PROVISION, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,

CHARGES, ASSESSMENTS AND LIENS (PROVISIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, OR NATURAL ORIGIN ARE OMITTED) PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN REAL 317, PAGE 260 AND ANY AND ALL AMENDMENTS OF RECORD THEREAFTER.



7. RESTRICTIONS, COVENANTS AND CONDITIONS AND BUILDING SETBACK LINES AS SET OUT IN AMENDED AND RESTATED RESTRICTIVE COVENANTS RECORDED IN REAL 265, PAGE 96.
8. COVENANTS AND AGREEMENT FOR WATER SERVICE AS SET OUT IN INSTRUMENT BETWEEN DANTRACT AND SHELBY COUNTY AS SET OUT IN REAL 235, PAGE 574 AND AMENDED BY AGREEMENT AS SET OUT IN INSTRUMENT #1993-20840 AND INSTRUMENT #1992-20786.
9. AGREEMENT BETWEEN DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP AND SHELBY CABLE, INC., AS RECORDED IN REAL 350, PAGE 545.
10. COVENANT RELEASE 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 18, PAGE 120 A, B AND C. THE POLICY WILL INSURE THAT ANY VIOLATED OF THIS COVENANT WILL NOT RESULT IN A FORFEITURE OR REVERSION OF TITLE.
11. RECIPROCAL EASEMENT AGREEMENT PERTAINING TO ACCESS AND ROADWAY EASEMENTS AS SET OUT IN REAL 312, PAGE 274 AND 1ST AMENDED IN REAL 317, PAGE 253 AND 2ND AMENDED IN INSTRUMENT #1993-3124.
12. EASEMENT(S) TO ALABAMA POWER COMPANY AS RECORDED IN INSTRUMENT #1997-15378.

\$398,600.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, his, her, or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTORS, JAMES C. LANDERS and AMY LANDERS, have hereunto set his, her or their signature(s) and seal(s), this the 20th day of September, 2004.

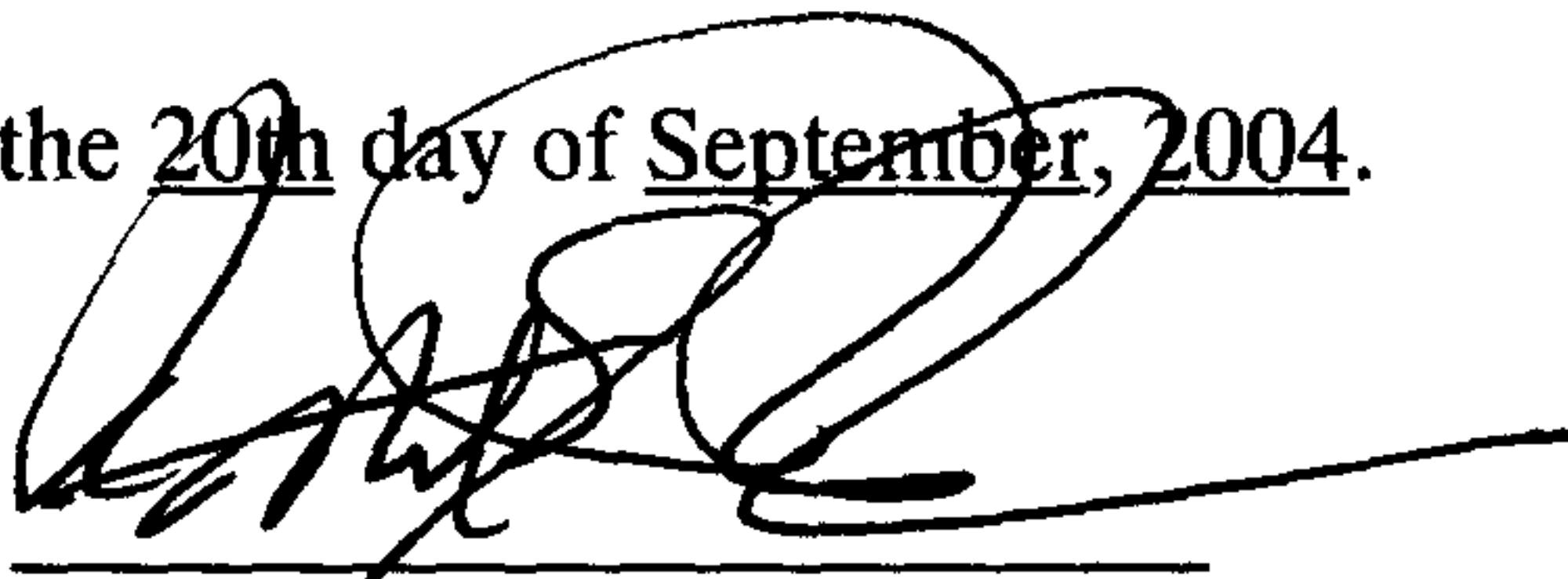

JAMES C. LANDERS

AMY LANDERS

STATE OF ALABAMA)
COUNTY OF SHELBY)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JAMES C. LANDERS and AMY LANDERS, whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, she, or they executed the same voluntarily on the day the same bears date.

Given under my hand this the 20th day of September, 2004.



Notary Public

My commission expires: 7/11/06