

STATE OF ALABAMA)
SHELBY COUNTY)

20041012000564320 Pg 1/2 101.00
Shelby Cnty Judge of Probate, AL
10/12/2004 12:22:00 FILED/CERTIFIED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of FOUR HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$435,000.00) to the undersigned GRANTOR in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, **ED GRAY HOMES, INC., an Alabama Corporation** (GRANTOR) does grant, bargain, sell and convey unto **SELDON RUDY DANIELS (GRANTEE)** in and to the following described real estate situated in SHELBY COUNTY, ALABAMA to wit:

THE PROPERTY CONVEYED BY THIS DEED IS DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES.

\$348000.00 OF THE CONSIDERATION WAS PAID FROM A MORTGAGE LOAN.

TO HAVE AND TO HOLD unto the said **GRANTEE** his heirs, successors and assigns forever; And said GRANTOR does for itself, its successors, and assigns covenant with said **GRANTEE**, his heirs, successors and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the same **GRANTEE**, his heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR has caused this conveyance to be executed this the 6th day of OCTOBER, 2004.

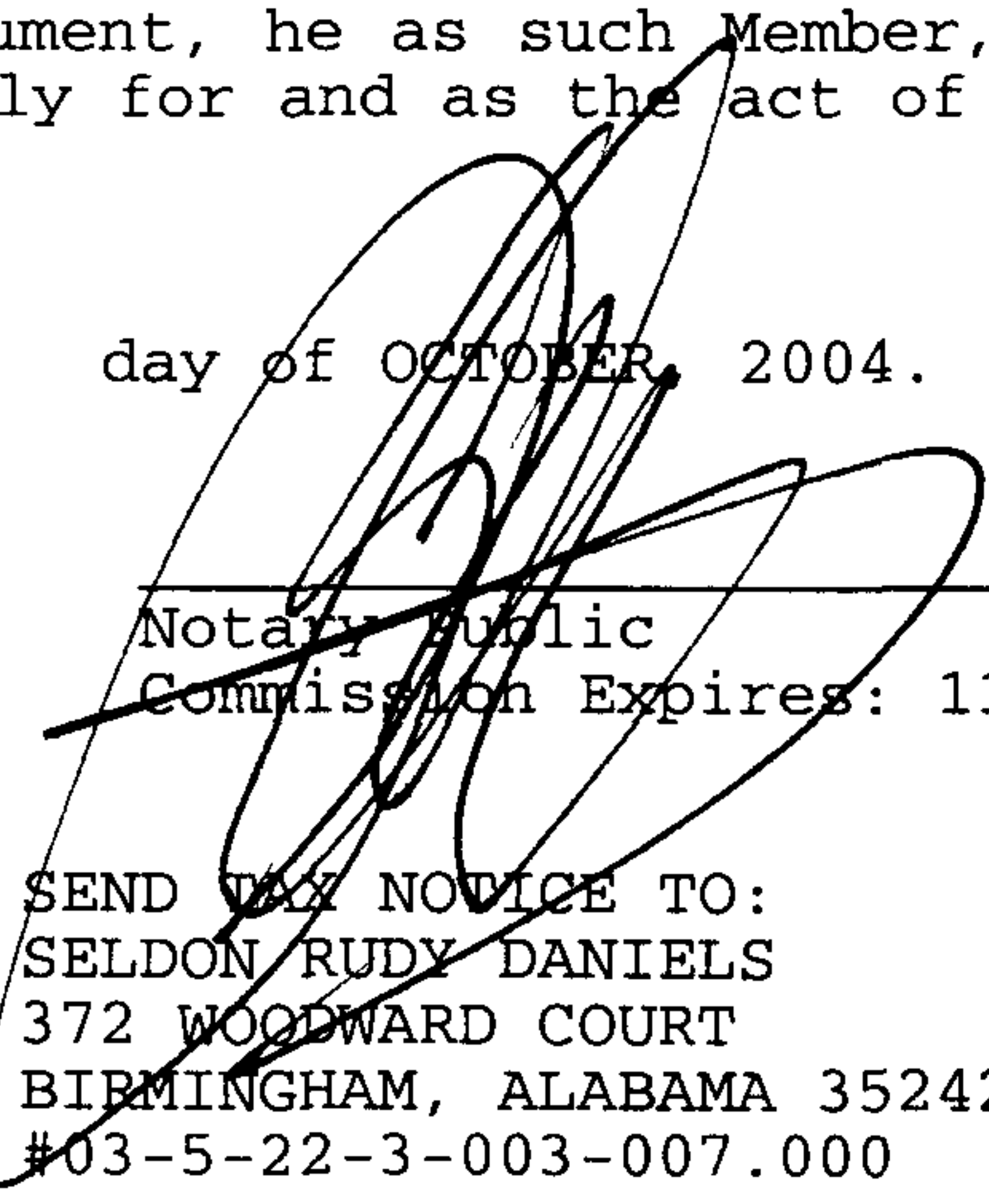
ED GRAY HOMES, INC.
an Alabama Corporation


ED GRAY
ITS PRESIDENT

STATE OF ALABAMA
JEFFERSON COUNTY

I, GENE W. GRAY, JR., a Notary Public in and for said County in said State, hereby certify that, **ED GRAY**, whose name as PRESIDENT of **ED GRAY HOMES, INC. an Alabama Corporation** is signed to the foregoing instrument and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such Member, and with full authority, executed the same voluntarily for and as the act of **ED GRAY HOMES, INC., an Alabama Corporation**

Given under my hand and seal this 6 day of OCTOBER, 2004.


Notary Public
Commission Expires: 11/09/06

THIS INSTRUMENT PREPARED BY:
GENE W. GRAY, JR.
2100 SOUTHBRIDGE PARKWAY,
SUITE 638
BIRMINGHAM, AL 35209
205 879 3400

SEND TAX NOTICE TO:
SELDON RUDY DANIELS
372 WOODWARD COURT
BIRMINGHAM, ALABAMA 35242
#03-5-22-3-003-007.000

EXHIBIT "A"

Lot 7 according to the Map of Legacy Place of Greystone, as recorded in Map Book 27, page 36, in the Probate Office of Shelby County, Alabama.

Subject to:

Advalorem taxes due October 1, 2004.

Building lines, easements, restrictions and conditions as shown by recorded maps.

Greystone Legacy Declaration of Covenants, Conditions and Restrictions as set forth in Instrument #1999050995 and Amendment No. 1 recorded in Instrument #2000-12771, Amendment No. 2 recorded in Instrument #2000-34390, Amendment No. 3 recorded in Instrument 2000-40197, Amendment No. 4 recorded in Instrument #2001-16407, Amendment No. 5 recorded in Instrument #2001-481193, together with a Reciprocal Easement Agreement as set forth in Instrument #2001-38396, Supplemental Covenants for Legacy Place of Greystone as set forth in Instrument #2000-25238 and assignment of Developer Rights as set forth in Document #20020919000452220, as recorded in the Probate Office of Shelby County, Alabama.

Declaration of Use Restrictions between Greystone Development Company, LLC, Stillmeadow Farm, Ltd. And Walter Dixon, as recorded in Instrument #1999-12252 and amended in Instrument #2000-12771, as recorded in the Probate Office of Shelby County, Alabama.

Declaration of Watershed Protective Covenants for Greystone Development as set forth in Instrument #2000-17644 together with Assignment and Assumption Agreement as set forth in Instrument #2000-20625, as recorded in the Probate Office of Shelby County, Alabama.

Easement Agreement between the City of Birmingham and Greystone Development Company, LLC, as set forth in Instrument #2000-17642, as recorded in the Probate Office of Shelby County, Alabama.

Access Easement Agreement as set forth in Instrument #1999-12253, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)

Easement Agreement as set forth in Instrument #1999-12254, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)

Access Easement Agreement and Right of First Refusal Agreement as set forth in Instrument #1999-7167, as recorded in the Probate Office of Shelby County, Alabama.

Consent Agreement by and between Charles Steven Daughtry and Greystone Development Company, LLC, as recorded in the Probate Office of Shelby County, Alabama. (affects access)

Articles of Incorporation of Legacy Place Homeowners' Association, Inc. as set forth in Instrument #2000-25236, as recorded in the Probate Office of Shelby County, Alabama.

Easement in favor of Alabama Power Company as set forth in Real 133, page 551, and Real 142, page 188, as recorded in the Probate Office of Shelby County, Alabama.

Easement in favor of Alabama Power Company as set forth in Deed Book 351, page 1, as recorded in the Probate Office of Shelby County, Alabama.

Right of way in favor of South Central Bell as set forth in Real 21, page 312, as recorded in the Probate Office of Shelby County, Alabama. (affects entrance road)

Terms, conditions, restrictions, easements, reservations and release of damages set forth in deeds recorded under Instrument #2001-35993, Instrument #20021002000477070, Instrument #20020919000452200 and to be set forth in deed from current owner(s) to purchaser(s), as recorded in the Probate Office of Shelby County, Alabama.

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 but may now or hereafter exist or occur or cause damage to subject property, as shown by Map Book 27, page 36, and Map Book 31, page 122 as recorded in the Probate Office of Shelby County, Alabama.

Release of damages, restrictions, modifications, covenants, conditions, rights, privileges, immunities, and limitations, as applicable, as set forth in Instrument #2000-5920, Instrument #2000-5921 and Instrument #2000-26475 and to be set forth in deed from current owner(s) to purchaser(s), as recorded in the Probate Office of Shelby County, Alabama.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including but not limited to such rights set forth in Deed Book 243, page 828, as recorded in the Probate Office of Shelby County, Alabama.