THIS INSTRUMENT PREPARED BY:
Riley & Riley, P.C.
1950 Stonegate Drive, Suite 150
Birmingham, Alabama 35242

SEND TAX NOTICE TO:
Roger L. Swartzwelder
352 Woodward Court
Birmingham, AL 35242

STATE OF ALABAMA
SHELBY COUNTY

20050421000189720 1/3 $109.00
Shelby Cnty Judge of Probate,AL
04/21/2005 12:30:54PM FILED/CERT

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED is executed and delivered on this 14th day of April, 2005, by **ED GRAY HOMES, INC.**, an Alabama corporation("Grantor"), in favor of **ROGER L. SWARTZWELDER** ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Hundred Sixty Thousand 00/100 Dollars ($460,000.00), 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 real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property):

Lot 2, 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:

1. Taxes and assessments for the year 2005, and taxes for subsequent years, not yet due and payable.

2. Building setback lines, easements, conditions, reservations and restrictions, as shown on recorded map.

3. 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.

4. 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.

5. 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.

6. 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.

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

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

9. 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.

$368,000.00 of the above recited purchase price was paid by a mortgage loan closed simultaneously herewith.

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

11. 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.

12. 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.

13. 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.

14. 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. (effects entrance road)

15. 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.

16. 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.

17. 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 Instrument #20040202000054340, as recorded in the Probate Office of Shelby County, Alabama.

18. 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.

19. Assignment of Developer Rights and Obligations, as set forth in Instrument #20040219000086130, dated December 29, 2003, and recorded February 19, 2004 at 10:39 a.m. in the Probate Office of Shelby County, Alabama.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for Grantee and Grantee's heirs 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.

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Grantee further covenants and agrees for Grantee and Grantee's heirs and assigns, that the Golf Club Property, as defined in the Master Declaration, does not constitute Common Areas, as defined in the Master Declaration, and such Golf Club Property is provided solely for the members of the private club which owns the Golf Club Property, and that ownership or occupancy of any portion of the Property by Grantee and/or Grantee's heirs and assigns shall not entitle Grantee and/or Grantee's heirs and assigns to any rights in or to or the use of any of the improvements constituting any part of the Golf Club Property, nor to any membership interest in or to the private club which owns the Golf Club Property.

TO HAVE AND TO HOLD unto Grantee his heirs and assigns, forever, subject to the matters described above.

IN WITNESS WHEREOF, Grantor, ED GRAY HOMES, INC., has caused this conveyance to be executed by its duly authorized officer as of the 14th day of April, 2005.

ED GRAY HOMES, INC., an Alabama corporation

By:_____
ED GRAY, President

Shelby County, AL 04/21/2005
State of Alabama

Deed Tax:$92.00

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ED GRAY, President of Ed Gray Homes, Inc., an Alabama corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of April, 2005.

KRISTY L. RILEY
COMM. EXP.
NOTARY
PUBLIC
10-1-2005
AT LARGE
ALABAMA STATE

_____
Notary Public
My Commission expires: 10-1-05