Deed being recorded simultaneously with Mortgage

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. Andrew W. Cross
Cross Construction, L.L.C.
2204 country Ridge Way
Birmingham, Alabama 35243

THIS STATUTORY WARRANTY DEED is executed and delivered on this 13th day of April, 2005 by GREYSTONE DEVELOPMENT COMPANY, LLC, an Alabama limited liability company ("Grantor"), in favor of CROSS CONSTRUCTION, L.L.C. ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred Seventy-One Thousand One Hundred Twenty-Five and No/100 Dollars ($171,125.00), 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 809, according to the Survey of Greystone Legacy, 8h Sector, Phase I, as recorded in Map Book 31, Pages 14 A, B and C 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, 2005, and all subsequent years thereafter.
2. Library district assessments for the current year and all subsequent years thereafter.
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 3,000 square feet of Living Space, as defined in the Declaration, for a single-story house; or 3,600 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.

20050421000190570 1/1 $12.00
Shelby Cnty Judge of Probate, AL
04/21/2005 03:05:59PM FILED/CERT

STATUTORY
WARRANTY DEED

CORPORATE-
PARTNERSHIP

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: _____
Its: VP

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian D. Parker whose name as 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 13th day of April, 2005.

_____
Notary Public
My Commission Expires: March 3, 2008