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. John D. Lambert
5551 Overton Road
Birmingham, Alabama 35210

THIS STATUTORY WARRANTY DEED is executed and delivered on this 28th day of April, 2005 by DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership ("Grantor"), in favor of John D. Lambert ("Grantee").

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Four Hundred Sixty-Five Thousand and No/100 Dollars ($465,000.00), 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 1, according to the Survey of Greystone 1st Sector, Phase VIII as recorded in Map Book 29, Page 146 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.

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Shelby Cnty Judge of Probate,AL
05/05/2005 08:41:46AM FILED/CERT

5. The easements, restrictions, reservations, covenants, agreements and all other terms and provisions of the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office 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 2,600 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(c), 6.04(d) and 6.05 of the Declaration, the Property shall be subject to the following minimum setbacks:

STATUTORY
WARRANTY DEED

INDIVIDUAL

(i)	Front Setback:	75	feet;
(ii)	Rear Setback:	05	feet;
(iii)	Side Setbacks:	15	feet.

The foregoing setbacks shall be measured from the property lines of the Property.

8. Restrictions on further subdivision of Property set forth in instrument recorded as Instrument #20040723000410390 in the Office of the Judge of Probate of Shelby County, Alabama.

9. All easements, restrictions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

All of the consideration was paid from the proceeds of a mortgage loan.

Grantee, by acceptance of this deed, acknowledges, covenants and agrees for himself and his heirs, executors, administrators, personal representatives 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, his heirs, executors, administrations, personal representatives and assigns forever.

IN WITNESS WHEREOF, the undersigned DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP has caused this Statutory Warranty Deed to be executed as of the day and year first above written.

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

By: Daniel Realty Investment Corporation - Oak Mountain, an Alabama corporation, Its General Partner

By: Brian D. Parker
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 Investment Corporation - Oak Mountain, an Alabama corporation, as General Partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 on the day the same bears date for and as the act of such corporation in its capacity as general partner .

Given under my hand and official seal, this the 28th day of April, 2005.

Chris Tortorici
Notary Public
My Commission Expires: March 3, 2008

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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