

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Ave., Suite 101
Birmingham, Alabama 35226

Send Tax Notice To:

Brantley Homes, Inc.
P.O. Box 159
Pelham, AL. 35121

WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: The undersigned Grantor, Randall H. Goggans, a married man for and in consideration of \$598,000.00 Five hundred ninety-eight thousand and no one hundredths dollars, in hand paid plus other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the Grantees herein, the receipt of which is hereby acknowledged, I, Randall H. Goggans (herein referred to as Grantor), do grant, bargain, sell and convey unto Brantley Homes, Inc., the following described real estate situated in Shelby County, Alabama, to wit:

Lots 7 through 32, inclusive, according to the Survey of Twin Oaks, as recorded in Map Book 22 page 108 in the Probate Office of Shelby County, Alabama; being situated in Shelby, County, Alabama.

SUBJECT TO: (1) General and special taxes or assessments for 1997 and subsequent years not yet due and payable. (2) Building setback lines as shown by plat. (3) Easements as shown by recorded plat. (4) Restrictions recorded in Probate Office. (5) Transmission Line Permits to Alabama Power Company as shown by instrument(s) recorded in Deed Book 112, page 53; Deed Book 306, page 398; Deed Book 148, page 12; and Deed Book 134 page 123 in Probate Office. (6) Rights-of-Way granted to Shelby County by instruments recorded in Deed Book 135 page 121 in Probate Office. (7) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 251 page 11 in Probate Office. (8) Riparian Rights, if any, in and to the use of Yellow Leaf Creek and Grimes Branch. (9) Less and except any portion, in a road right of way, or in Yellow Leaf Creek or in Grimes Branch. (10) Reservation of a non-exclusive easement for ingress, egress, and utilities and the covenants, agreements, release of damages and other provisions relating thereto as set out in Inst. No. 1997-6989. (11) Use of the land as a public roadway as referenced in Inst. No. 1997-6989. (12) Grantor hereby quit-claims all mineral and mining rights to Grantee, however, such mineral and mining rights are not warranted.

The Property conveyed herein is not the homestead of the Grantor.

ALL of the consideration recited herein was derived from a mortgage loan closed simultaneously with the delivery of this deed.

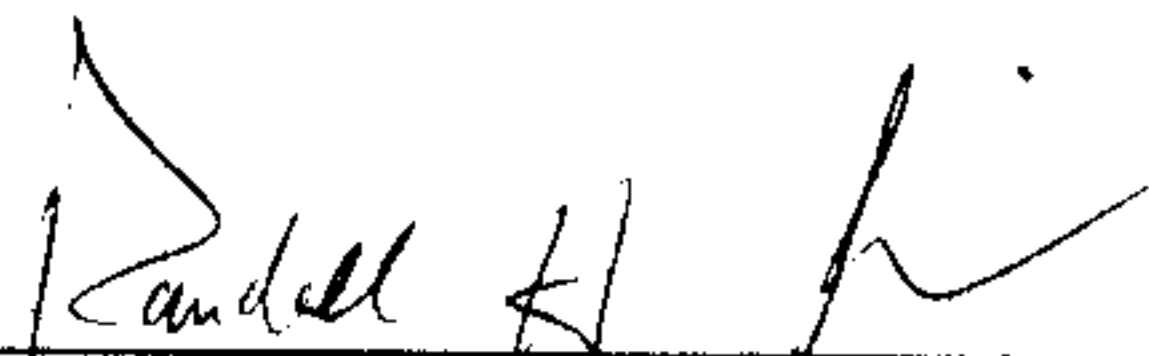
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SHELBY COUNTY JUDGE OF PROBATE
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Inst # 1997-21654

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And I/we do for myself/ourselves and for my/our heirs, executors and administrators, covenant with said Grantee, his/her/its/their successors and assigns, that I/we am/are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated 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 Grantee, his/her/its/their successors and assigns forever, against the lawful claims of all persons.



Randall H. Goggans

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RANDALL H. GOGGANS, a married man, whose name 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 the foregoing instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2 day of JULY, 1997.


Notary Public
My Commission Expires: 3-1-98

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