

SEND TAX NOTICE TO:

Jack W. Carter, Jr.
2829 Berkeley Drive
Birmingham, Alabama 35242

This instrument prepared by:

Howard Donovan, Esq.
1 Independence Plaza
Suite 510
Birmingham, Alabama 35209

155,000.00

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS,

THIS STATUTORY WARRANTY DEED is executed and delivered on this 7th day of January, 1993, by **LAKE HEATHER DEVELOPMENT CO., INC.**, an Alabama corporation ("Grantor"), in favor of **JACK W. CARTER, JR. and JAN J. CARTER** ("Grantees").

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Ten and NO/100 Dollars (\$10.00), in hand paid by Grantees 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 Grantees, as joint tenants with right of survivorship, the following described real property (the "Property"), situated in Shelby County, Alabama:

Lot 34, according to the Survey of Lake Heather Estates (Givianpour's Addition to Inverness) as recorded in Map Book 16, Page 121 A/B/C, in the Office of the Judge of Probate of Shelby County, Alabama.

Subject to:

1. Ad valorem taxes due and payable October 1, 1994, and all years thereafter;
2. Fire district dues and library dues as and when due and payable;
3. 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 5, Page 355 and Deed Book 4, Page 442 and Deed Book 48, Page 427 in Probate Office;
4. Covenants and provisions regarding Road Improvements as set out in the deed from Metropolitan Life Insurance Company to Lake Heather Development Co., Inc., recorded in Inst. #1992-18226 in the Probate Office of Shelby County, Alabama.
5. Declaration of Protective Covenants attached to and made a part of the deed from Metropolitan Life Insurance Company to Lake Heather Development Co., Inc., recorded as Inst. #1992-18226, as amended by Inst. #1992-26078 in the Probate Office of Shelby County, Alabama;
6. Private Subdivision Agreement with the City of Hoover, recorded in Inst. #1992-26077 in the Office of the Judge of Probate of Shelby County, Alabama.

Inst # 1993-00918

- 1 -

01/11/1993-00918
02:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 115.00

TOGETHER WITH a nonexclusive easement to use the private roadways, Access Easements and other easements, all as more particularly described in the Declaration of Protective Covenants for Lake Heather Estates recorded at Inst. #1992-18226, as amended by Inst. #1992-26078, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").

TOGETHER WITH a nonexclusive easement for access to the Property along those lands described as Tract II in that certain deed from Metropolitan Life Insurance Company to Grantor recorded as Inst. #1992-18226 in the Office of the Judge of Probate of Shelby County, Alabama.

Grantor shall not be liable for and Grantees, jointly and severally, hereby waive and release Grantor, its officers, agents, employees, 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 Grantees 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 Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

IN WITNESS WHEREOF, the undersigned Grantor, **LAKE HEATHER DEVELOPMENT CO., INC.**, has executed this instrument as of the day and year first above written.

LAKE HEATHER DEVELOPMENT CO., INC.,
an Alabama corporation

By: C.S.P.
Its PRESIDENT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles S. Givianpous, whose name as President of **LAKE HEATHER DEVELOPMENT CO., INC.**, an Alabama corporation, 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 said corporation.

Given under my hand and seal this the 14 day of January, 1993.

[NOTARIAL SEAL]

Cheryl A. Robinson
Notary Public

My Commission Expires: 7-10-95

\$50,000 of the consideration recited above was paid from a mortgage loan closed simultaneously herewith.

Inst # 1993-00918

01/11/1993-00918
02:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 NOV 115.00