This Instrument was prepared by:

Jack H. Harrison, P. C. Attorney at Law 1855 Data Drive, Suite 100 Hoover, Alabama 35244

Send Tax Notice to:

Kerry Carter and Rayburn Carter d/b/a Carter Construction Company 108 Windsor Circle Pelham, Alabama 35124

THIS DEED WAS PREPARED WITHOUT A SURVEY OR TITLE INSURANCE BINDER.

WARRANTY DEED

STATE OF ALABAMA)

COUNTY OF SHELBY)

SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$16,500.00) and other good and valuable consideration, in hand paid by KERRY CARTER and RAYBURN CARTER, d/b/a CARTER CONSTRUCTION COMPANY, (GRANTEES) receipt of which is hereby acknowledged, ST. CHARLES PLACE, an Alabama General Partnership, (GRANTOR) does grant, bargain, sell and convey unto the GRANTEES, the following described real estate situated, lying and being in the County of Shelby, State of Alabama, and being more particularly described as follows:

11/17/1994-34308 2:32 PM CERTIFIE SHELBY COUNTY JUNE OF PROBATE SHELBY COUNTY JUNE OF PROBATE 27.50

Lot 5, according to the survey of St. Charles Place, Jackson Square, Phase Two, Sector One as recorded in Map Book 18, Page 76 in the Probate Office of Shelby County, Alabama and situated in Shelby County, Alabama.

Subject to current taxes, a lien but not yet payable.

Less and except mineral and mining rights.

Subject to easements, covenants and restrictions of record, if any.

TO HAVE AND TO HOLD unto the said GRANTEES, their successors and assigns, forever.

And the said GRANTOR, does for itself and for its successors

and assigns, covenant with the said GRANTEES, their successors and assigns, that it is lawfully seized in fee simple of said premises, and that it has a good right to grant and convey the aforesaid property.

> ST. CHARLES PLACE, an Alabama General Partnership

WEATHERLY ENTERPRISES, INC. Its Managing Partner

Invice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

11/17/1994-34308 12:32 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned, a Notary Public M and for said County, in said State, hereby certify that Greg Gilbert, Vice President of Weatherly Enterprises, Inc., Managing Partner of St. Charles Place, whose name 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 foregoing conveyance, he, in his capacity as such Managing Partner and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of luguet,

NOTARY PUBLIC

My Commission Expires: 7-/5-95