

This instrument was prepared by:  
Thomas J. Thornton  
1119 Willow Run Road  
Birmingham, Alabama 35209

Send Tax Notice to:  
Carter Homebuilders, Inc.

WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY

Inst • 1996-36504

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Five Hundred Thirteen Thousand and 00/100 Dollars (\$513,000.00) and other good valuable consideration, in hand paid by Carter Homebuilders, Inc. (GRANTEE) receipt of which is hereby acknowledged, Weatherly Lands, L.L.C., (GRANTOR) does grant, bargain, sell and convey unto the GRANTEE, the following described real estate situated, lying and being in the County of Shelby, State of Alabama, and being more particularly described as follows:

Lots 472, 476, 478, 479, 480, 481, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494 and 495, according to the Survey of Weatherly, Trey Moor Abbey, Sector 22, as recorded in Map Book 21, Page 59, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to:

1. Taxes for the year 1996 and subsequent years.
2. Setback lines, easements and restrictions as shown on the record map.
3. Restrictive Covenants as recorded in Instrument #1996-22787, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, forever.

And the said GRANTOR does for itself and for its successors and assigns, covenant with the said GRANTEE, its 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, that it will and its successors and assigns shall warrant and defend the same to the said grantee and its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Managing Members of the Grantor, in their capacity as such Managing Members, and with full authority to do so, have hereunto set their hands and seals, this 25<sup>th</sup> day of OCTOBER, 1996.

WEATHERLY LANDS, L.L.C.

The entire purchase price above was paid by proceeds of mortgage loan closed simultaneously herewith.

By:

Thomas J. Thornton (SEAL)  
Thomas J. Thornton, Managing Member

By:

Jack H. Harrison (SEAL)  
Jack H. Harrison, Managing Member

11/01/1996-36504  
03:29 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

002 HCB

12.00

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Thornton, Managing Member of Weatherly Lands, L.L.C., 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 Member 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 25<sup>th</sup> day of OCTOBER, 1996.

Marie E. Gibson  
Notary Public  
My Commission expires NOVEMBER 2, 1997.  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 2, 1997.  
SIGNED THIS 25TH DAY OF OCTOBER 1996.

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack H. Harrison, Managing Member of Weatherly Lands, L.L.C., 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 Member 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 25<sup>th</sup> day of OCTOBER, 1996.

Marie E. Gibson  
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My Commission expires NOVEMBER 2, 1997.  
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