

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

Send Tax Notice to:
Carter Homebuilders, Inc.

Inst # 1997-07747

WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Five Hundred Twenty Seven Thousand and 00/100 Dollars (\$527,000.00) 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 502 through 518 inclusive (a total of 17 lots), and Lots 581 through 594 inclusive (a total of 14 lots), according to the Survey of Weatherly, Aberdeen, Sector 18, as recorded in Map Book 21, Page 148, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to:

1. Taxes for the year 1997 and subsequent years.
2. Setback lines, easements and restrictions as shown on the record map.
3. Restrictive Covenants as recorded in Instrument #1996-38572, as amended in Instrument #1996-39753 recorded in the Probate Office of Shelby County, Alabama.
4. Lake Covenants as recorded in Instrument #1996-38574 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 12th day of March, 1997.

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

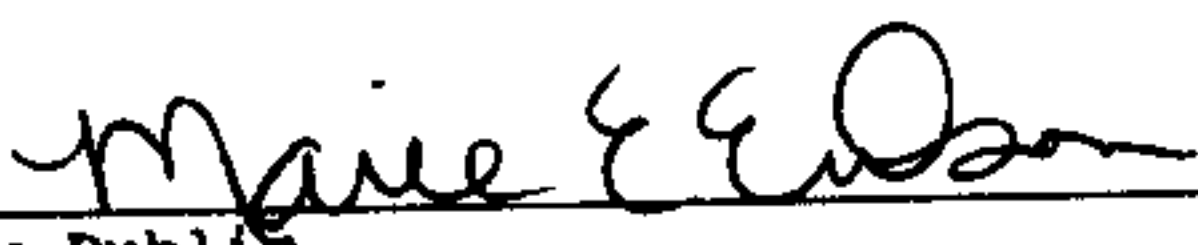
By: Jack H. Harrison (SEAL)
Jack, H. Harrison, Managing Member

03/12/1997-07747
02:07 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 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 and Jack H. Harrison, as Managing Members of Weatherly Lands, L.L.C., whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, they, in their capacity as such Managing Members 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 12th day of March, 1997.



Notary Public

My Commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 8, 1997.
DOMESTIC THIRD NOTARY PUBLIC REGISTRATION

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SHELBY COUNTY JUDGE OF PROBATE
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