

Send Tax Notice To: Carter Homebuilders, Inc.
363 Canyon Park Drive
Pelham, Alabama 35124

STATE OF ALABAMA)
SHELBY COUNTY)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the principal sum of TWO HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED AND 00/100 (\$ 236,500.00) DOLLARS, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, I, SHERMAN HOLLAND, JR., A MARRIED MAN, herein referred to as Grantor, do grant, bargain, sell and convey unto CARTER HOMEBUILDERS, INC., herein referred to as Grantee, the following described real property situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A", HERETO ATTACHED AND MADE A PART HEREOF THE SAME AS IF FULLY SET OUT HEREIN.

THE PROPERTY HEREIN CONVEYED IS NOT NOW NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF THE GRANTOR, HIS SPOUSE OR ANY MEMBER OF HIS FAMILY.

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

And I do for myself and for my heirs, executors and administrators covenant with the Grantee, its successors and assigns, that I am lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I have a good right to sell and convey the same as aforesaid; that I will and my heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6th day of March, 1998.

 (SEAL)
Sherman Holland, Jr.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sherman Holland, Jr., 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

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SHELBY COUNTY JUDGE OF PROBATE
1236 PM CERTIFIED

contents of the conveyance, he executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this 6th day of March, 1998.


Notary Public

This instrument was prepared by:
John Burdette Bates, Attorney at Law
#10 Office Park Circle, Suite 122
Birmingham, Alabama 35223

EXHIBIT "A"

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SHELBY COUNTY JUDGE OF PROBATE
DO3 HCB 14.50

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11, according to the survey of Willow Creek South, as recorded in Map Book 23, Page 102, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by public records.
8. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to gas, oil, sand, and gravel in, on and under subject property.
9. General and special taxes or assessments for 1998 and subsequent years not yet due and payable.
10. Any loss, claim, damage or expense including additional tax due, if any, due to the fact that ad valorem taxes for subject property have been paid under a current use assessment. (Sec 1975 Code of Alabama Section 40-7-25.3).
11. Building setback line and public easements as shown by recorded plat.
12. Restrictions, covenants and conditions as set out in instrument(s) to be recorded in Probate Office.
13. Agreement for water line easement to Alabaster Water & Gas as set out in Inst. No. 1993-22320 in Probate Office.
14. Restrictions, limitations and conditions as set out in Map Book 23 page 102.
15. Cable Right of Way Easement Agreement dated December 6, 1990 by and between CSX and US Spring Communications as set out in real 323 page 338 in the Probate Office.

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