

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

✓ Send Tax Notice to:  
Robert C. Sinclair  
140 WINDSOR LANE  
PELHAM, AL. 35124

Inst # 1998-28074

## WARRANTY DEED

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and other good valuable consideration, in hand paid by Robert C. Sinclair (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:

Weatherly Swim and Tennis Club described as follows: Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 20, page 08, run in a Northeasterly direction along the Southeast line of Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an existing iron pin being on the curved Southwest right-of-way line of Weatherly Club Drive said Southwesterly right-of-way line of Weatherly Club Drive being concave in a Southwest direction and having a central angle of 26 degrees 55' 54" and radius of 1050.0 feet; thence turn an angle to the right (98 degrees 30' 30" to the chord of said curve) and run in a Southeasterly direction along the arc of said curve and Southwesterly right-of-way line for a distance 493.55 feet to an existing iron rebar being at a point of intersection with the Northwest right-of-way line of Wembley Way; thence turn an angle to the right (112 degrees 27' 23" from last mentioned chord line) and run in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way for a distance of 184.92 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 36 degrees 39' 09" and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right-of-way line Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 00' 39" and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees 55' 37" and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees 48' 27" and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees 56' 33" and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning, containing 4.01 acres, more or less;

Minerals and mining rights excepted.

Subject to:

1. Taxes for the year 1998 and subsequent years.

2. Setback lines, easements and restrictions as shown on the record map.

3. That certain Mortgage to AmSouth Bank of Alabama, (Mortgagee) recorded in Instrument #1995-33414 in the Office of the Judge of Probate of Shelby County, Alabama. **ALL OF THE ABOVE CONSIDERATION IS THE ASSUMPTION OF THIS MORTGAGE AS STATED**

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02:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 12.00

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, his heirs 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, subject to the encumbrances cited above, that it will and its successors and assigns shall warrant and defend the same to the said grantee and his heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Managing Member of the Grantor, in his capacity as such Managing Member, and with full authority to do so, has hereunto set his hand and seal, this the 9<sup>th</sup> day of July, 1998.

WEATHERLY LANDS, L.L.C.

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

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, as 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 9<sup>th</sup> day of July, 1998.

Maria E. Anderson  
Notary Public  
My Commission expires \_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: July 8, 2001.  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

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