

This Instrument Prepared By:  
James P. Burford, III  
Attorney at Law  
Suite 101, 1318 Alford Avenue  
Birmingham, Alabama 35216

Send Tax Notice to:  
1000 Independence  
Ave SE, AL 35207

**WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVORS**

STATE OF ALABAMA )

SHELBY COUNTY )

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) to the undersigned Grantor or Grantors in hand paid by Grantees herein, the receipt whereof is acknowledged, Carter Homes & Development, Inc. (herein referred to as Grantors), grant, bargain, sell and convey unto Michael Arnett and Sandra Arnett (herein referred to as Grantees), for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit A attached hereto and incorporated by reference herein.

**SUBJECT TO:** (1) Taxes due in the year 1999 and thereafter; (2) easements, restrictions and rights-of-way of record; (3) mineral and mining rights not owned by the Grantor; (4) non-exclusive easement for ingress and egress as described on Exhibit A attached hereto and incorporated by reference herein. Such Easement accesses other real property south of the property conveyed herein. Grantor, for itself, its successors, and assigns, reserves the right to grant the use of such easement to person, firms or corporations (including Grantor) who own real property south of the property conveyed herein. The access easement reserved herein shall be maintained equally by the number of owners of real property using this access easement.

\$93,500.00 of the consideration recited herein was derived from a mortgage loan closed simultaneously herewith.

Grantor represents and warrants that there are no unpaid assessments owing any governmental or quasi-governmental authority.

**TO HAVE AND TO HOLD** to the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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

Inst # 1999-09537

03/08/1999-09537  
10:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MMS 30.00

IN WITNESS WHEREOF, the undersigned, Carter Homes & Development, Inc., has hereunto  
set his hand and seal, this the 4 day of March, 1999

CARTER HOMES & DEVELOPMENT, INC.

By: Rayburn Carter  
Its: L.P.

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify  
that RAYBURN CARTER, whose name as VICE PRESIDENT of Carter Homes &  
Development, Inc., a corporation, is signed to the foregoing instrument, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of said instrument,  
he/she, as such officer and with full authority, executed the same voluntarily for and as the act of  
said corporation on the day the same bears date

Given under my hand and seal this 4 day of MARCH, 1999

[Signature]  
Notary Public

My Commission Expires 3-1-99

EXHIBIT "A"

A parcel of land located in the West half of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, Commence at the Northerly most corner of Laurel Cliffs as recorded in Map Book 12, Page 35 in the Office of the Judge of Probate, Shelby County, Alabama. Thence run South 61 degrees 57 minutes 42 seconds East along the Northerly line of said Laurel Cliffs 50.00 feet; thence North 29 degrees 07 minutes 48 seconds East 106.10 feet; thence North 36 degrees 22 minutes 44 seconds East along a sewer line 394.55 feet; thence North 46 degrees 55 minutes 44 seconds East along sewer line 311.79 feet; thence North 21 degrees 42 minutes 48 seconds East along sewer line 82.95 feet to the Point of Beginning; thence continue North 21 degrees 42 minutes 48 seconds East along sewer line to a point on the Southerly right of way of Yeager Court; thence North 63 degrees 22 minutes 18 seconds West along right of way of Yeager Court 132.90 feet; thence South 26 degrees 39 minutes 42 seconds West a distance of 97.00 feet; thence South 63 degrees 20 minutes 13 seconds East 141.30 feet to the Point of Beginning.

**EASEMENT :** Commence at the Northerly most corner of said Laurel Cliffs; thence run South 61 degrees 57 minutes 42 seconds East along the Northerly line of said Laurel Cliffs 50.00 feet; thence North 29 degrees 07 minutes 48 seconds East 106.10 feet; thence 36 degrees 22 minutes 44 seconds East along a sewer line 394.55 feet; thence North 48 degrees 55 minutes 44 seconds East along sewer line 311.79 feet; thence North 21 degrees 42 minutes 48 seconds East along sewer line 180.39 feet to the point on the Southerly right of way of Yeager Court; thence North 63 degrees 22 minutes 18 seconds West along right of way of Yeager Court 31.06 feet to Point of Beginning of a 30 foot easement, 15 feet each side of the following centerline; thence South 29 degrees 49 minutes 45 seconds West along centerline of easement 97.21 feet.

Inst # 1999-09537

03/08/1999-09537  
10:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 HHS 30.00