

THIS INSTRUMENT PREPARED BY:
Courtney Mason & Associates, P.C.
1904 Indian Lake Drive, Suite 100
Birmingham, Alabama 35244

GRANTEE'S ADDRESS:
Carter Homes & Development, Inc.
104 Canyon Park Circle - C
Pelham, Alabama 35124

STATE OF ALABAMA)
COUNTY OF SHELBY) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of Forty Thousand and 00/100 (\$40,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, Robert J. Dow, a married individual (hereinafter referred to as GRANTOR), the receipt whereof is hereby acknowledged, the GRANTOR does hereby give, grant, bargain, sell and convey unto the GRANTEE, Carter Homes & Development, Inc., a corporation, (hereinafter referred to as GRANTEE), its successors and assigns, the following described Real Estate, lying and being in the County of SHELBY, State of Alabama, to-wit:

Lot 1, according to the Survey of Saginaw Industrial Park, as recorded in Map Book 25 page 54 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
Also, an access easement, crossing Lot 2, Saginaw Industrial Park in the shape of a semi circle, being situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: An easement being in the shape of a semi-circle, the radius point of said semi-circle being the Southwest corner of Lot 2, at the intersection of the Easterly right of way of Shelby County Highway 26. Said radius being 29.00 feet, semi-circle beginning at the intersection of the Easterly right of way of said Highway and extending clockwise to end at the intersection of the South line of said Lot 2; being situated in Shelby County, Alabama.

Subject property does not constitute the homestead of the Grantor herein, as defined by the Code of Alabama.

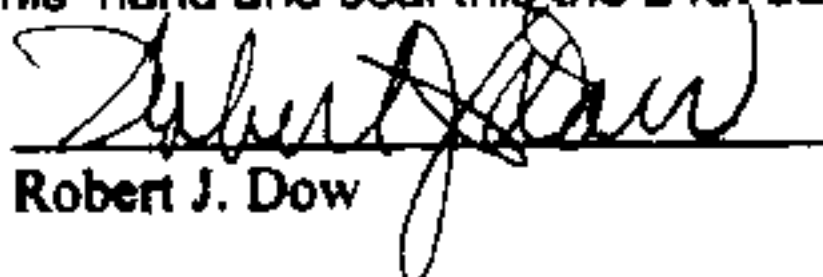
Subject to existing easements, current taxes, restrictions, set-back lines and rights of way, if any, of record.

All of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said GRANTEE, its successors and assigns forever.

AND SAID GRANTOR, for said GRANTOR, GRANTOR'S heirs, successors, executors and administrators, covenants with GRANTEE, and with GRANTEE'S successors and assigns, that GRANTOR are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that GRANTOR will, and GRANTOR'S heirs, executors and administrators shall, warrant and defend the same to said GRANTEE, and GRANTEE'S heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, said GRANTOR has hereunto set his hand and seal this the 24th day of March, 1999.


Robert J. Dow

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Robert J. Dow, a married individual 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 Instrument signed his name voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 24th day of March, 1999.


NOTARY PUBLIC
My Commission Expires: 2-20-03

PEGGY L. MURPHREE
MY COMMISSION EXPIRES FEBRUARY 20, 2003

Inst # 1999-13580

04/01/1999-13580
08:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MMS 9.50