

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.
P. O. Box 158
Pelham, Alabama 35124

STATE OF ALABAMA) LIMITED LIABILITY COMPANY
COUNTY OF SHELBY) GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of One Hundred Twenty Thousand and 00/100 (\$120,000.00) DOLLARS, and other good and valuable consideration, this day in hand paid to the undersigned GRANTOR, Weatherly Lands, L.L.C., a limited liability company (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:

Parcel I Lot 1338, according to the Survey of Weatherly, Wixford Forest, Sector 13, as recorded in Map Book 22 page 23 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II Lot 1322, according to the Survey of Weatherly, 13th Sector, Phase 2, as recorded in Map Book 22 page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel III Lot 1320-C, according to the Resurvey of Lots 1320-A and 1320-B, Weatherly, 13th Sector, Phase 2, as recorded in Map Book 26 page 133 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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

\$80,000.00 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, the said GRANTOR by its Managing Member, Patrick A. Thornton who is authorized to execute this conveyance, hereto set his signature and seal this the 12th day of April, 2000.

Weatherly Lands, L.L.C.


By: Patrick A. Thornton, Managing Member

STATE OF ALABAMA)

COUNTY OF SHELBY)

04/18/2000-12692
07:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Patrick A. Thornton, whose name as Managing Member of Weatherly Lands, L.L.C., a limited liability company, 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 conveyance, he, as such managing member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 12th day of April, 2000.


NOTARY PUBLIC
My Commission Expires: 3/5/03

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

26921-0002