

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

Send Tax Notice to:
Faith Lacey

WARRANTY DEED

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Forty Nine Thousand and 00/100 Dollars (\$49,000.00) and other good valuable consideration, in hand paid by Faith Lacey. (GRANTEE) receipt of which is hereby acknowledged, Weatherly Partners, L.L.C., an Alabama Limited Liability Company (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:

Lot 2605 according to the Survey of Weatherly Highlands The Ledges - Sector 26 - Phase I, as recorded in Map Book 26, Page 145, in the Office of the Judge of Probate, Shelby County, Alabama.

Minerals and mining rights excepted.

Subject to:

1. Ad valorem taxes due and payable October 1, 2002 and all subsequent years thereafter.
2. Non-exclusive agreement for ingress, egress and utilities as set out in Instrument #1995-6002 in Probate Office of Shelby County, Alabama.
3. Covenants and agreement for water service and tap fees as set out in Instrument #1995-6003 in Probate Office of Shelby County, Alabama.
4. Non-exclusive perpetual easement for ingress and egress and utilities as set out in Instrument #1993-37547 in Probate Office of Shelby County, Alabama.
5. Mineral and mining rights not owned by Grantor, including rights set out in Instrument #1995-30791 in Probate Office of Shelby County, Alabama.
6. The easements, restrictions, covenants, agreements and all other terms and provisions of the Declaration of Protective Covenants for Weatherly Highlands, The Ledges - Sector 26 - Phase One as recorded in Instrument #200014750, in the office of the Judge of Probate of Shelby County, Alabama.
7. All easements, restrictions, limitations, conditions, reservations, agreements, rights-of-way, building setback lines and any other matters of record.

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

IN WITNESS WHEREOF, the Members of the Grantor, in their capacity as such Members, and with full authority to do so, has hereunto set their hands and seals, this _____ day of _____, 2002.

WEATHERLY PARTNERS, L.L.C.

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

By: Patrick A. Thornton (SEAL)
Patrick A. Thornton, Member

By: Robert C. Sinclair (SEAL)
Robert C. Sinclair, Member 9/4/02

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas J. Thornton, Patrick A. Thornton and Robert C. Sinclair, all of the Members of Weatherly Partners, L.L.C., whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing conveyance, they, in their capacity as such Members 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 4th day of September, 2002.

Maire E. Gudson

Notary Public

My Commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jul 3, 2005
BONDED THRU NOTARY PUBLIC UNDERWRITERS

The Ledges