

THIS INSTRUMENT PREPARED BY: DONALD N. GUTHRIE, P.O. BOX 43521, BIRMINGHAM, ALABAMA 35243

STATE OF ALABAMA)
SHELBY COUNTY)

**WARRANTY DEED CORPORATION FORM
(WITH SURVIVORSHIP)**

KNOW ALL MEN BY THESE PRESENTS: that in consideration of *over hundred*
Therm \$110,000.00 & 00/100 Dollars (\$ *110,000.00*) to the undersigned Grantor,
CARTER HOMES AND DEVELOPMENT, INC., an Alabama corporation, in hand paid
by CHARLES G. KESSLER, JR. and NINA J. KESSLER, spouse, the Grantees as Joint
Tenants with right of survivorship, (by and through Magic City Title, Inc, as trustee), the
receipt whereof is acknowledged, the said Grantor, does by these presents, grant,
bargain, sell and convey unto the grantees, the following described real property
situated in Shelby County, Alabama, to-wit:

A parcel of land in the West half of Section 13, Township 20 South, Range 3 West,
Shelby County, Alabama; described as follows: Commence at the most Northerly corner of
Laurel Cliffs, as recorded in Map Book 12, Page 35, in the Office of the Judge of Probate,
Shelby County; thence run South 61 degrees, 57 minutes, 42 seconds, East along the Northeast
right of way of Carl Nichols Drive and line of said subdivision, 50.00 feet; thence run along a
sewer line easement the following calls; North 29 degrees 47 minutes, 08 seconds East a
distance of 106.10 feet, North 36 degrees, 22 minutes, 44 seconds, East a distance of 394.55
feet, North 46 degrees, 55 minutes, 44 seconds, East a distance of 149.91 feet to the Point of
Beginning; thence continue last course along sewer line a distance of 152.97 feet; thence run
North 63 degrees, 20 minutes, 18 seconds West a distance of 145.37 feet, thence run South 26
degrees, 39 minutes, 42 seconds West a distance of 143.50 feet, thence run South 63 degrees,
20 minutes, 18 seconds West a distance of 92.38 feet to the Point of Beginning.

Also a 30-foot easement described as follows:

Commence at the most Northerly corner of Laurel Cliffs, as recorded in Map Book 12, Page 35,
in the Office of the Judge of Probate, Shelby County; thence run South 61 degrees, 57 minutes,
42 seconds East along the Northeast right of way of Carl Nichols Drive and line of said
subdivision 50.00 feet; thence run along A sewer line the following calls:
North 29 degrees, 47 minutes, 08 seconds east a distance of 106.10 feet; North 36 degrees, 22
minutes, 44 seconds, East a distance of 394.55 feet; North 46 degrees, 55 minutes, 44 seconds
East a distance of 311.79 feet; North 21 degrees, 42 minutes, 48 seconds East a distance of
180.39 feet to a point on the Southwest right of way of Yeager Court (60 foot R.O.W.); thence
leave said sewer line and run North 63 degrees, 20 minutes, 18 seconds west along Yeager
Court a distance of 31.06 feet to the Point of Beginning of said 30 foot easement, 15 feet on
each side of the following described centerline; thence run South 29 degrees, 49 minutes, 45
seconds, West a distance of 97.21 feet to the end of said centerline.

This conveyance is subject to:

This conveyance it subject to any mineral, mining, or oil or gas, rights and titles
previously conveyed and of record, if any, and any reservations, privileges and
immunities contained therein or relating thereto, if any.

TO HAVE AND TO HOLD to said grantee as Joint Tenants with right of survivorship,
his, her, its or their heirs and assigns forever; it being the intention of the parties

1255(01)

To this conveyance, that (unless the Joint Tenancy hereby created is severed or terminated during the joint lives of the Grantees herein, in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee, and if one Grantee does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And Grantor does for itself, its successors and assigns, covenant with the said GRANTEES, its, his, her, or their heirs, successors and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has good right to sell and convey the same as aforesaid; that it will and its successors and assigns will warrant and defend the same to said GRANTEES, its, his, her, or their heirs, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Grantor, by its President, who is duly authorized to execute this conveyance, has set its signature and seal, this 9th day of November, 2000.

CARTER HOMES AND DEVELOPMENT, INC.
By: [Signature]
Its President.

ATTESTED:

By: _____
Its Secretary

ACKNOWLEDGMENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, Sandra Linn Cherry, a Notary Public for said County, in said State, appeared Harold Carter in whose name as President of CARTER HOMES AND DEVELOPMENT, INC., a Corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my official seal, this the 9th day of November, 2000.

Sandra Linn Cherry
NOTARY PUBLIC
My Commission Expires: Dec 2000