20070302000094680 1/2 $15.00
Shelby Cnty Judge of Probate,AL
03/02/2007 10:31:17AM FILED/CERT

This instrument was prepared by:
HARRY W. GAMBLE
105 Owens Parkway, Suite B
Birmingham, Alabama 35244

Send tax notice to:
Carroll Enterprises, LLC
5511 Hwy 280 Ste 308
B'ham, AL 35242-6591

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

Know All Men by These Presents: That in consideration of **ONE HUNDRED THIRTY THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($130,600.00)** to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt of which is acknowledged, I or we, **G.H. STOUGH HOMES, INC.** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **CARROLL ENTERPRISES, LLC** (herein referred to as grantees, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lots 3, 16, and 19, according to the Final Plat of Carden Crest, as recorded in Map Book 35, page 64, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:
(1) Taxes or assessments for the year 2007 and subsequent years not yet due and payable; (2) Mineral and mining rights not owned by the Grantor (3) All easements, restrictions, covenants, and rights of way of record, including but not limited to: (a) Easements as shown by recorded plat, Map Book 35 Page 64. (b) Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. No. 20050708000343630 in the Probate Office. (c) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 112 page 111 and Deed Book 112 page 114 in the Probate Office. (d) Right(s) if Way(s) granted to Shelby County by instrument(s) recorded in Deed Book 95 page 503 in the Probate Office. (e) Restrictions, limitations, conditions and other provisions as set out in Map Book 35 Page 64 in the Probate Office. (f) Restrictive Covenants and Grant of Land Easement in favor of Alabama Power Company as shown by instrument(s) recorded in Inst. No. 2005203000056340 in the Probate Office. (g) 50' Alabama Power Company Easement(s) on the westerly side as shown by recorded plat, Map Book 35 Page 64. (h) Condemnation Order in favor of Alabama Power Company recorded in Book 30 page 766 in Probate Office. (i) Easement(s) to Bellsouth Telecommunications, Inc. as shown by instrument recorded in Inst. No. 20050923000496830 in the Probate Office.

$130,600.00 of the purchase price recited above was paid from mortgage loan closed simultaneously herewith.

To Have And To Hold to the said grantees, its successors and assigns forever.

The grantor covenants and agrees with the grantees that it is seized of an indefeasible estate in fee simple of said property, and that the grantor has the lawful right to sell and convey the same in fee simple; that the grantor is executing this Deed in accordance with the Articles of Incorporation and Bylaws of G.H. Stough Homes, Inc., which have not been modified or amended; that the property is free from encumbrances, and that the grantor and that its successors and assigns shall warrant and defend the same to the grantees, his, her or their heirs and assigns, against the lawful claims and demands of all persons.

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In Witness Whereof, I (we) have hereunto set my (our) hand(s) and seal(s) this 9th day of February, 2007.

G.H. Stough Homes, Inc.

By: _____ (SEAL)
Gary H. Stough
Its: President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Gary H, Stough, whose name as President of **G.H. Stough Homes, Inc**. 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, as such officer and with full authority, he executed the same voluntarily and as the act of said entity, on the day the same bears date.

Given under my hand and official seal this 9th day of February, 2007.

_____
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 28, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STACIE MARIE BECK NOTARY PUBLIC ALABAMA STATE AT LARGE