

Send Tax Notice To:
Chris Williams
P.O. Box 778
Helena, Alabama 35080

This instrument was prepared by:
LAURIE BOSTON SHARP,
ATTORNEY AT LAW, LLC
P. O. Box 567
Birmingham, AL 35007

Statutory Warranty Deed

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF SHELBY)

THAT IN CONSIDERATION OF ONE HUNDRED FIFTEEN THOUSAND and No/100 DOLLARS (\$115,000.00) paid to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, **CARTER HOMEBUILDERS, INC., an Alabama Corporation** (herein referred to as Grantor), does grant, bargain, sell and convey unto **CHRIS WILLIAMS** (herein referred to as Grantee), the following described real estate (herein referred to as the Property), situated in the State of Alabama, County of Shelby, to-wit:

LOTS 1, 2, 3 and 4, according to the Survey of Oakwood, as recorded in Map Book 38, Page 116, in the Probate Office of Shelby County, Alabama

The above Property is conveyed subject to:

1. the lien of ad valorem and similar taxes for 2007 and subsequent years not yet due and payable until October 1, 2007;
2. Restrictions, building line(s) and easements as shown by record map;
3. Map Book 38, Page 116 contains a Sink Hole Prone Area reservation;
4. Sanitary Sewer easement recorded in Instrument # 1995-29513 and Instrument #1997-15665 in the Probate Office of Shelby County, Alabama;
5. Reservations to the mineral and mining rights of coal, oil gas, and other mineral interests in, to or under the land herein described and any releases of damages related thereto; and
6. Any and all matters of record.

THIS INSTRUMENT IS EXECUTED AS REQUIRED BY THE ARTICLES OF INCORPORATION AND BYLAWS OF GRANTOR AND SAME HAVE NOT BEEN MODIFIED OR AMENDED.

Neither Grantor nor any agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Grantee accepts the Property in its present "AS IS" condition.

By its acceptance of this deed, Grantee hereby covenants and agrees for itself and its successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures, now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future, soil and/or subsurface conditions, known or unknown, (including without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor whether contiguous or non-contiguous to the Property. For purposes of this paragraph, the term Grantor shall mean and refer to (i) the members, agents and employees of Grantor; and (ii) any successors and assigns of Grantor. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever .

Grantor makes no warranty or covenant respecting the nature of the quality of the title to the property hereby conveyed other than that the Grantor has neither permitted nor suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by the Grantor.

10th IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the 10th day of July, 2007.

CARTER HOMEBUILDERS, INC.,

an Alabama corporation

By: _____

Kerry Carter

Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that KERRY CARTER, whose name as PRESIDENT of CARTER HOMEBUILDERS, INC, an Alabama 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, in his capacity as such President and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of July, 2007.

NOTARY PUBLIC

My commission expires: 5-13-2008

The Grantee executes this deed only to acknowledge and accept all covenants and restrictions and waivers contained hereinabove and Grantee, its successors and assigns, hereby agree and understand that the property conveyed herein is subject to the foregoing covenants and restrictions and waivers.


CHRIS WILLIAMS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that CHRIS WILLIAMS, 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 conveyance, he, executed the same voluntarily on the day the same bears date.

 Given under my hand and official seal this 10th day of July, 2007.

NOTARY PUBLIC

My commission expires: 5-13-2008

Shelby County, AL 07/11/2007
State of Alabama

Deed Tax: \$115.00