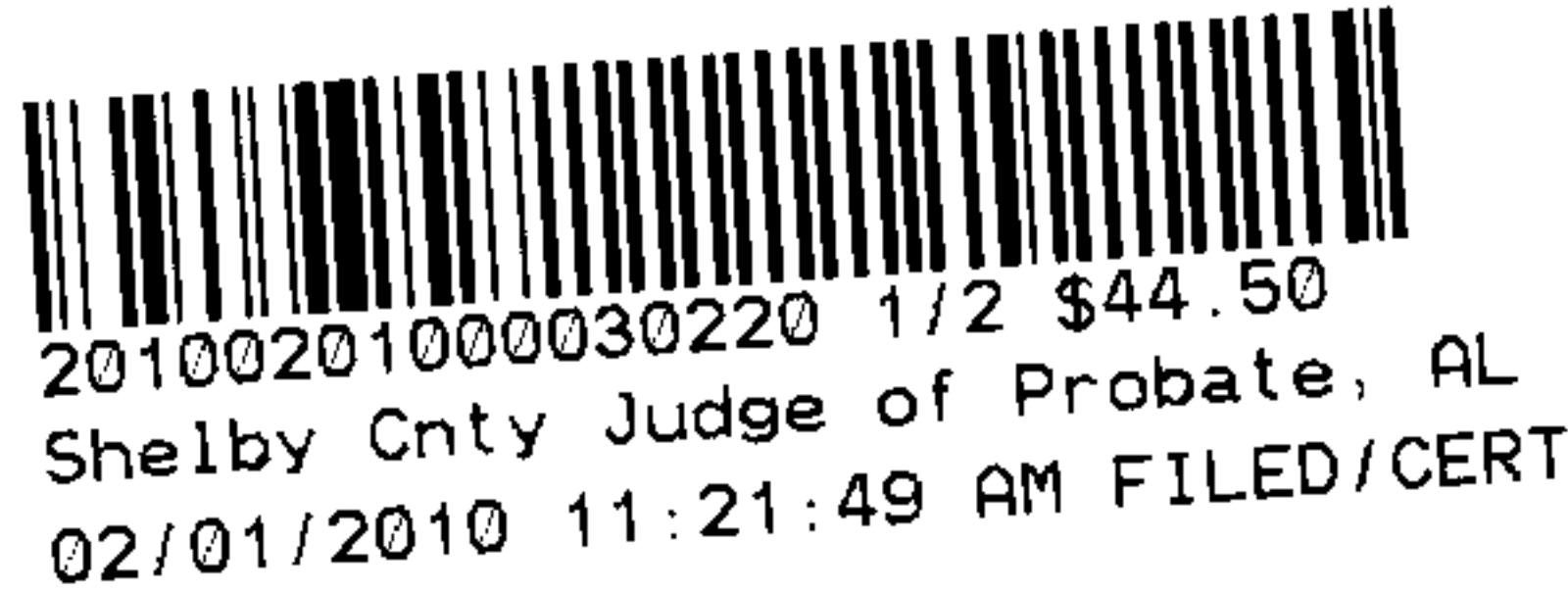


Send Tax Notice To:  
Benjamin R. Stewart  
100 Red Bay Drive  
Maylene, Alabama 35114

*This instrument was prepared by:*

LAURIE BOSTON SHARP,  
ATTORNEY AT LAW, LLC  
P. O. Box 567  
Birmingham, AL 35007



Shelby County, AL 02/01/2010

State of Alabama

Deed Tax : \$30.50

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**Statutory Warranty Deed**

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STATE OF ALABAMA     )

**KNOW ALL MEN BY THESE PRESENTS,**

COUNTY OF SHELBY     )

THAT IN CONSIDERATION OF ONE HUNDRED FIFTY-ONE THOUSAND and No/100 DOLLARS (\$151,000.00) 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 **BENJAMIN R. STEWART** (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:

LOT 542, according to the Survey of Lake Forest, Fifth Sector,  
as recorded in Map Book 30, Page 25, in the Probate Office of  
Shelby County, Alabama

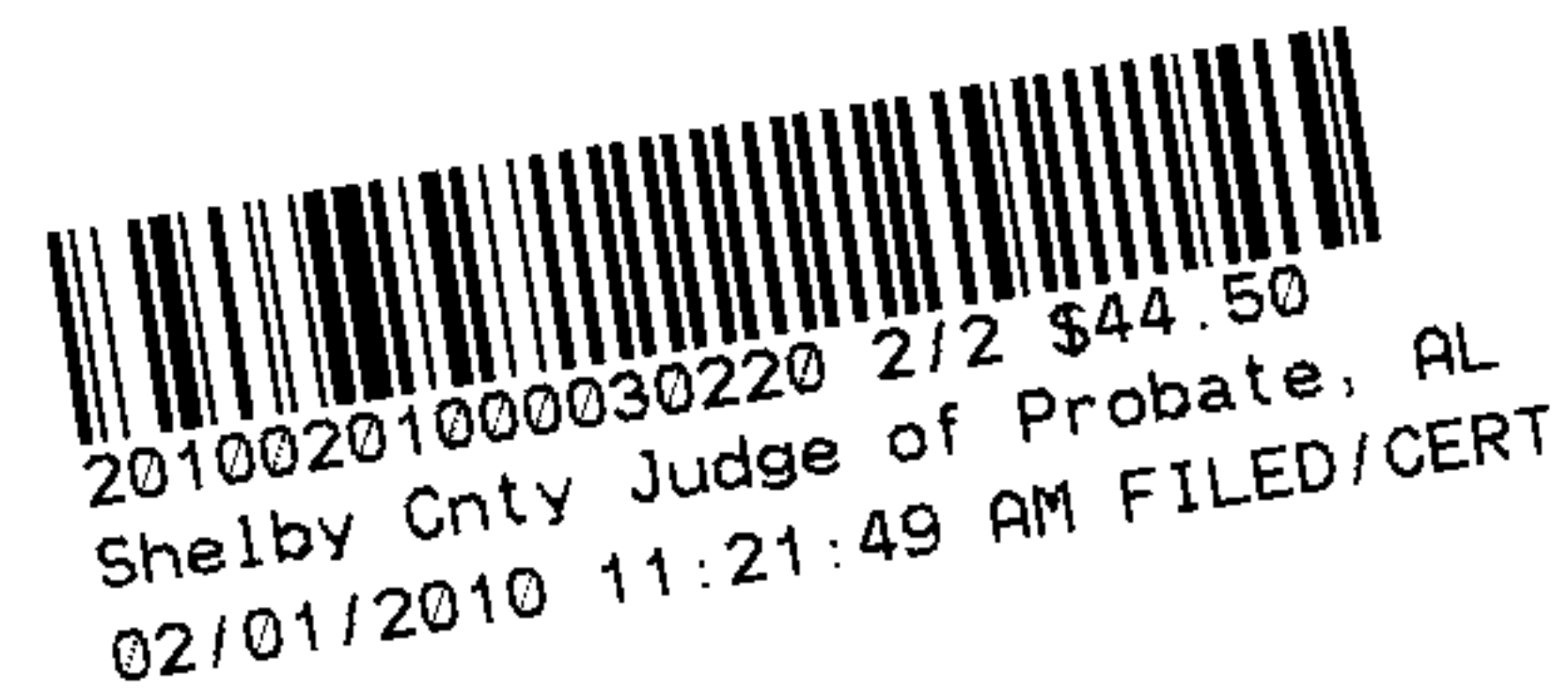
**The above Property is conveyed subject to:**

1. the lien of ad valorem and similar taxes for 2010 and subsequent years not yet due and payable until October 1, 2010;
2. The terms, conditions, reservations, restrictions, easements, limitations, rights and easements as set forth in that certain Declaration as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument # 20020906000426710; corrected and re-recorded in Instrument # 20030813000530670;
3. Low Pressure Lot Agreement by and between The Alabaster Water Board and BW & MMC, L.L.C. recorded in Instrument #2002-03036;
4. Terms, agreements and right of way to Alabama Power Company as recorded in the Office of the Judge of Probate of Shelby County;
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

\$120,800 of the above proceeds were derived from a  
purchase money mortgage closed simultaneously herewith.

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.

Grantee accepts the Property in its present "AS IS" condition.

**TO HAVE AND TO HOLD** unto the said Grantee, his heirs, 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.

IN WITNESS WHEREOF, the undersigned said Grantor, has executed this conveyance on this the 27 day of January, 2010.

**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 27<sup>th</sup> day of January, 2010.

A handwritten signature of the Notary Public.

NOTARY PUBLIC

My commission expires: 5-13-2013