

ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE, dated as of December 22, 1982, made by HOMECRAFTERS CENTERS INC., a Delaware corporation ("Seller"), to and in favor of THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, a public corporation and instrumentality under the laws of the State of Alabama ("the Board"),

W I T N E S S E T H:

WHEREAS, pursuant to a Lease Agreement, dated as of July 1, 1963 and recorded in Deed Book 226, Page 639 of the land records of Shelby County, Alabama (the "Lease"), the Industrial Development Board of the Town of Alabaster leased to Moore-Handley, Incorporated, an Alabama corporation to whose interest Seller has succeeded by assignment, a parcel of real property in Shelby County, Alabama, described as follows:

(legal description on following page)

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DOO:

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 13, and the SE 1/4 of the SE 1/4 of Section 14, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Section 13, thence in an Easterly direction along the South line of said Section 13, a distance of 764.69 feet to the intersection of said Section line and the Westerly right-of-way line of U. S. Highway 31; thence 102 degrees 18 minutes left in a Northwesterly direction along said right-of-way a distance of 317.80 feet to the point of beginning; thence continue along last described course a distance of 344.43 feet; thence 84 degrees 29 minutes 36 seconds left in a Southwesterly direction a distance of 621.22 feet; thence 90 degrees right in a Northwesterly direction a distance of 222.33 feet; thence 90 degrees left in a Southwesterly direction a distance of 313.80 feet to the Easterly right-of-way line of the Old Ashville-Montevallo Highway; thence 89 degrees 48 minutes 24 seconds left, in a Southeasterly direction along said right-of-way line a distance of 518.42 feet to the Northeasterly right-of-way line of the Seaboard Coast Line Railroad; thence 20 degrees 45 minutes left, in a Southeasterly direction, along said right-of-way of said Seaboard Coast Line Railroad, a distance of 130.72 feet; thence 62 degrees 39 minutes left, in an Easterly direction a distance of 476.70 feet; thence 102 degrees 18 minutes left in a Northwesterly direction a distance of 188.73 feet; thence 102 degrees 18 minutes right in an Easterly direction a distance of 472.0 feet to the point of beginning; being situated in Shelby County, Alabama.

together with the Plant and the Leased Equipment (each as defined in the Lease), and all other improvements thereto (collectively, the "Leased Property");

WHEREAS, Seller has entered into a Leasehold Purchase Agreement, dated as of December 30, 1981, which provides for the sale of Seller's interest in the Leased

Property and Seller's ownership interest in the Leasehold Improvements, as defined in the Leasehold Purchase Agreement, to Moore-Handley, Inc., a Delaware corporation ("Buyer"); and

WHEREAS, Buyer has requested Seller to assign, transfer, convey and deliver to the Board all of its right, title and interest in, to and under the Lease, except its rights in and to any and all monies in the Reserve Account and or the revenue Bond and Interest Account as such terms are defined in the Lease and the Mortgage and Indenture of Trust dated as of July 1, 1963 from the Industrial Development Board of the Town of Alabaster to the First National Bank of Birmingham, (such monies being hereinafter referred to as "Surplus Monies"), including, without limitation, its rights to the Leased Property, and title to certain leasehold improvements owned by Seller and described on Exhibit A attached hereto (the "Leasehold Improvements") and Seller is willing to do so:

NOW, THEREFORE, in consideration of the payment by Buyer of \$100.00 and for other good and valuable consideration the receipt of which is hereby acknowledged, Seller hereby assigns, transfers, conveys and delivers unto the Board, its successors and assigns,

(a) all Seller's right, title and interest in, to and under the Lease, except its rights in and to the Surplus Monies;

(b) all Seller's right, title and interest in, to and under the Leased Property under and pursuant to the Lease, except its rights in and to the Surplus Monies, and

Seller hereby sells, transfers, conveys and delivers unto the Board the Leasehold Improvements listed or described in Exhibit A hereto and by this reference made a part hereof.

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The Seller hereby warrants specially as to the Leasehold and the Leased Property, that it has done no act (i) to encumber the Leasehold or the Leased Property or (ii) to grant, sell, assign or convey any interest in the Leasehold or the Lease Property except to the Board at the direction of Buyer hereunder. The Seller hereby warrants that it has good and marketable title to the Leasehold Improvements, free from any lien, mortgage, lease or encumbrance whatsoever. The Seller further warrants that this Assignment and Bill of Sale has been duly authorized, executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller. The Seller covenants that it will execute such further assurances in respect hereof as the Board, the Buyer or their respective successors and assigns, may reasonably request.

TO HAVE AND TO HOLD said assets and properties unto Board, its successors and assigns forever.

IN WITNESS WHEREOF, Seller has caused this Assignment and Bill of Sale to be duly executed by its duly elected officers, thereunto duly authorized on this 22 day of December, 1982.

HEMECRAFTERS CENTERS INC.

BY

Its: Philip J. W. [Signature]

Attest:

Lois [Signature]

(Corporate Seal)

STAMP: MAY 1987

STATE OF ALABAMA)
 : SS.:
SHELBY COUNTY)

I, Eleanor B. McCue, a Notary Public
in and for the County and State, hereby certify that
Philip J. Walpole and Robert G. Eadsdale,
whose names as V.P. Finance and Secretary
of Homecrafters Centers Inc., a Delaware corporation,
are signed to the foregoing Assignment and Bill of Sale,
and who are known to me to be such officers, acknowledged
before me under oath that, being informed of the contents
of the above and foregoing Assignment and Bill of Sale,
they, as such officers and with full authority, executed
the same voluntarily for and as the act of said corporation
on the 22 day of December, 1982.

GIVEN under my hand and official seal of office
this 22 day of December, 1982.



[Notarial Seal]

Eleanor B. McCue
Notary Public

MY COMMISSION EXPIRES JUNE 29, 1985

EXHIBIT A

U N I O N C A M P

FIXED ASSETS RESERVE FUND AS OF 12/31/81

REPORT MO1000

PAGE 1

01 ALABAMA

ALABAMA

PLT CL

ASSET NUMBER

DESCRIPTION OF ASSET

COST BASIS

ACCUMULATED RESERVE

DATE ACQD

EST. LIFE

M17 0000	72	72M6700102099	PAVING - PELHAM WISE	11,620	0,480	07-72	13-00
M17 0000	71	72M6700102099	PAVING - PELHAM YARD	119,577	50,648	02-77	10-00
M17 0000	00	72M6700201099	PELHAM YARD DRAINAGE	652	64	08-80	20-00
M17 0000	00	72M6700202099	DRAINAGE IMPROVEMENTS	53,874	2,931	11-80	20-00
M17 0000	81	72M6700201099	CHAIN LINK FENCE	3,500		12-81	20-00
M17 0000	81	72M6700301099	REXCATE & PAVE PELHAM YARD DEPT 7403	30,351	1,139	03-81	20-00

000

219,574

71,262

M17 0

219,574

71,262

M17 0000	68	62M6700114099	IMPROV - PELHAM	13,441	11,771	12-80	15-07
M17 0000	60	62M6700116099	IMPROV - PELHAM	46,192	39,393	06-80	16-01
M17 0000	72	72M6700112099	BLDR SALES - PELHAM	51,990	35,064	07-72	13-00

000

111,623

86,228

M17 C

111,623

86,228

M17 2000	77	72M1100532099	DIESEL TANK	7,310	3,760	11-77	08-00
M17 2000	81	61M1100109099	DIESEL FUEL STORAGE TANK	11,172	102	10-81	10-00

000

18,482

3,942

M17 2

18,482

3,942

NOTE (1) Add: Additions to Property Records:

NBV

Chain Fence Outside Yard

\$ 3,800

-0-

-0-

Chain Fence Inside Security

4,600

-0-

-0-

REVISED TOTALS

\$358,079

\$161,432

\$196,647

(1) Closed out to Leasehold Improvements

after 12/30/81.

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X008

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