

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

**IN RE:**

**ROYAL CONSTRUCTION AND  
DEVELOPMENT, INC.,  
Debtor.**

**BANKRUPTCY CASE NO.:  
00-00794-BGC-7**

**TRUSTEE'S DEED**

This Deed executed this the 19<sup>th</sup> day of May, 2000, by Max C. Pope, as and only as the Trustee of the above named bankruptcy estate ("Pope"), be it therefore witnesseth that:

**WHEREAS**, an involuntary petition for relief in the United States Bankruptcy Court for the Northern District of Alabama ("Bankruptcy Court"), under Chapter 7 Title 11 was filed against Royal Construction and Development, Inc., on February 8, 2000.

**WHEREAS**, on February 15, 2000, an Order for Relief was entered in the above named bankruptcy estate.

**WHEREAS**, Pope was appointed Trustee of Royal Construction and Development, Inc. bankruptcy estate by Order of the Bankruptcy Court, and Pope having qualified as such Trustee, and entered into a proper bond, and Pope having continued to act and now acting and serving in such capacity as Trustee.

**WHEREAS**, on April 13, 2000, Pope filed a motion for authority to sale the property described in Exhibit A by private sale.

**WHEREAS**, pursuant to an Order of the Bankruptcy Court in this case dated May 18, 2000, Pope is authorized to sale the property described on Exhibit A to Aliant Bank. A copy of the Order is attached hereto as Exhibit B.

**NOW THEREFORE**, Pope, as and only as Trustee of the bankruptcy estate of Royal Construction and Development, Inc., in consideration of the power and authority vested in him as Trustee, and upon the payment to him of the sum of \$3,000.00, the receipt of which is hereby acknowledged, does hereby remise, release, quitclaim, grant, sell and convey to Aliant Bank ("Grantee"), all his right, title, interest and claim in and to the property described in Exhibit A.


**Inst # 2000-17435**

**POPE HAS MADE NO AFFIRMATION OF FACT AND HAS MADE NO PROMISE RELATING TO THE REAL PROPERTY SUBJECT TO THIS CONVEYANCE WHICH HAS BECOME ANY BASIS OF THE BARGAIN MADE OR HAS CREATED OR AMOUNTED TO AN EXPRESSED WARRANTY THAT THE REAL PROPERTY DESCRIBED HEREIN ABOVE CONFORMS TO ANY SUCH AFFIRMATION OR PROMISE.**

**POPE IS SELLING THE ABOVE-DESCRIBED REAL PROPERTY "AS IS, WHERE IS", AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH REAL PROPERTY.**

**TO HAVE AND TO HOLD**, said real property unto said Grantee, Aliant Bank, its heirs and assigns, forever, subject however, to those exceptions noted on Exhibit A.

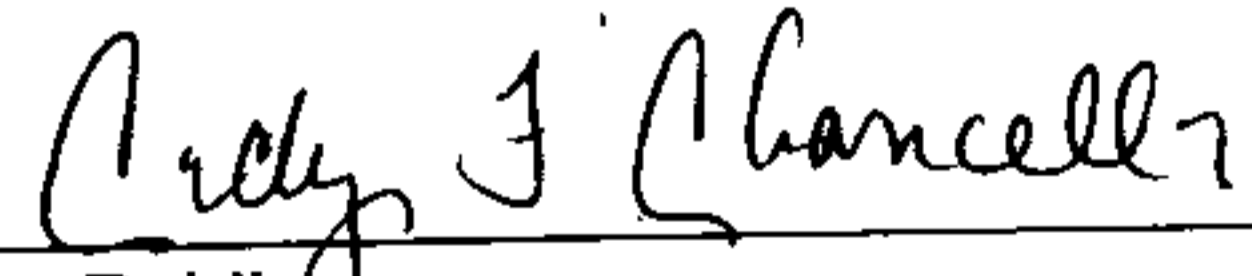
**WITNESS WHEREOF**, Max C. Pope has hereunto set his hand and seal on this the 19<sup>th</sup> day of May, 2000.

  
Max C. Pope, as and only as Trustee of the Bankruptcy Estate of Royal Construction and Development, Inc.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a notary public in and for said state and county, hereby certify that Max C. Pope, whose name as Trustee of the bankruptcy estate of Royal Construction and Development, Inc., is signed to the foregoing Trustee's Deed, and who is known to me, acknowledged before me on this date, he, in his capacity as Trustee, executed the same voluntarily on the date same bears date.

Given under my hand and seal this the 19<sup>th</sup> day of May, 2000.

  
Notary Public

My Commission expires: 1/16/2000

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY**

**SCHEDULE A**

Office File Number 8359F

Commitment Number	Effective Date	Loan Amount \$0
8359F	February 8, 2000 at 8:00 A.M.	Owners Amount \$0

- 1. Policy or Policies to be issued:  
ALTA LOAN POLICY, (ALTA 1992 Form).  
Proposed Insured:

None

ALTA OWNER'S POLICY, (ALTA 1992 Form)  
Proposed Insured:

None

- 2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Royal Construction and Development, Inc.

- 3. The Land is described as follows:

Lot 3110, according to the Amended Map of Highland Lakes, 3rd Sector, Phase I, an Eddleman Community, recorded in Map Book 21, page 124, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded as Instrument #1994-07111 and amended in Instrument 1996-17543, in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 3rd Sector, recorded as Instrument #1996-17544 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

EXHIBIT A  
(PAGE 1 OF 5)

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B - Section 1**

Commitment Number 8359F

**Requirements**

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a) The Company's liability for this Report is limited to \$150.00. No liability is assumed for items not indexed or mis-indexed, or for matters which would be disclosed by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report is offered to you as a courtesy and does not represent either a Commitment to insure title, or an opinion as to the marketability of title to the subject premises.
  - b) ALL PAPERS ARE TO BE FILED FOR RECORD IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. 1999 taxes UNAVAILABLE TO BE CHECKED under Parcel I.D. No. 09-02-4-0-004-042.

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
5. Mortgage dated July 2, 1999 executed by Royal Construction and Development Co., Inc. to Aliant Bank, filed for record July 8, 1999, recorded in Instrument 1999/28737, amended by Modification recorded in Instrument 1999/51987 in the Probate Office of Shelby County, Alabama.
6. Mechanics' Lien recorded in Instrument 2000/00367, in favor of Wickes Lumber, against Royal Construction and Development, Inc., in the amount of \$4,810.41, plus interest, filed for record January 5, 2000, in the Probate Office of Shelby County, Alabama.
7. Mechanics' Lien recorded in Instrument 2000/00538, in favor of Residential Construction Specialties, Inc., against Royal Construction & Dev., in the amount of \$850.00, plus interest, filed for record January 5, 2000, in the Probate Office of Shelby County, Alabama.
8. Mechanics' Lien recorded in Instrument 2000/00681, in favor of Classic Cooling, L.L.C., against Royal Construction Company, in the amount of \$4000.00, plus interest, filed for record January 6, 2000, in the Probate Office of Shelby County, Alabama.

Continued. . .

**EXHIBIT A**  
**(PAGE 2 OF 5)**

9. Mechanics' Lien recorded in Instrument 2000/01797, in favor of Belcher-Evans Millwork Co., Inc., against Royal Construction and Development Company, Inc., in the amount of \$5,259.13, plus interest, filed for record January 18, 2000, in the Probate Office of Shelby County, Alabama.
10. Mechanics' Lien recorded in Instrument 2000/03387, in favor of Jenkins Brick Company, against Royal Construction & Development, Inc., in the amount of \$9,956.48, plus interest, filed for record February 3, 2000, in the Probate Office of Shelby County, Alabama.
11. Fire dues, if any due, local fire district Cahaba Valley Fire District.
12. Association dues, if any, due North Shelby County Library District.
13. Association dues, if any, due Homeowner's Association.
14. We will require that there be obtained a Certificate of Compliance from the Architectural Control Committee.
15. We find a Chapter 7 bankruptcy proceeding against a Royal Construction, dated February 8, 2000, in Bankruptcy Case No. 2000/00794. We require clarification of same.

EXHIBIT A  
PAGE 3 OF 5

**A.L.T.A. COMMITMENT  
CHICAGO TITLE INSURANCE COMPANY  
SCHEDULE B - Section 2**

**Commitment Number 83597**

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
3. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
4. Taxes and assessments for the year 2000, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.
5. 15 foot Easement on rear, as shown by recorded map.
6. Restrictions as shown by recorded Map.
7. Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, which provides, among other things, for an Association to be formed to assess and maintain the private roadways, etc. of the development; all of said covenants, restrictions and conditions being set out in instrument recorded as Instrument 1994/07111 and amended by Instrument 1996/17543, further amended in Instrument 1999/31095, in the Probate Office of Shelby County, Alabama, with Articles of Incorporation of Highland Lakes Residential Association, Inc. as recorded as Instrument 9402/3947 in the Probate Office of Jefferson County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
8. Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, Third Sector, as recorded as Instrument 1996/17544 in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
9. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out as Instrument Book 28, page 237 in the Probate Office of Shelby County, Alabama.
10. Right of way to Shelby County, recorded in Book 95, page 503 and Book 196, page 246, in the Probate Office of Shelby County, Alabama.
12. Rights of riparian owners in and to the use of lake, if any.

Continued. . .

Note: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

**EXHIBIT A**  
**(PAGE 4 OF 5)**

13. Lake Easement Agreement executed by Highland Lake Properties, Ltd. and Highland Lake Development Ltd. providing for easements, use by others and maintenance of Lake Property described within Instrument 1993/15705, in the Probate Office of Shelby County, Alabama.
14. Easement for ingress and egress to serve Highland Lakes Development executed by Highland Lakes Development Ltd. to Highland Lakes Properties, Ltd. recorded in Instrument 1993/15704 in the Probate Office of Shelby County, Alabama.
15. Right of Way granted to Alabama Power Company by instrument recorded in Book 111, page 408; Book 109, page 70; Book 149, page 380; Book 173, page 364; Book 276, page 670; Book 134, page 408; Book 133, page 212; Book 133, page 210 and real 31, page 355, in the Probate Office of Shelby County, Alabama.
16. Easement to Water Works Board of the City of Birmingham recorded in Instrument 1996/25667 and Instrument 1997/4027, in the Probate Office of Shelby County, Alabama.
17. Mineral and mining rights and rights incident thereto; release of damages; reservations, restrictions and limitations recorded in Instrument 1999/25058, in the Probate Office of Shelby County, Alabama, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.
18. Cable agreement recorded in Instrument 1997/33476, in the Probate Office of Shelby County, Alabama.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION

IN RE:

ROYAL CONSTRUCTION & DEVELOPMENT,  
INC., and NATHAN E. GILBERT,

Debtors.

) Case No. 00-794-BGC-7

) Case No. 00-795-BGC-7

) (Jointly Administered)

**ORDER ON TRUSTEE'S FIFTH MOTION FOR AUTHORITY TO SELL PROPERTY  
OF THE ESTATE FREE & CLEAR OF LIENS AND OTHER INTERESTS**

THIS MATTER came before the Court on the Trustee's Fifth Motion for Authority to Sell Property of the Estate by Private Sale Free and Clear of Liens and Other Interests on May 15, 2000, after adequate notice. Appearances were noted in the record. No objections were filed with respect to the proposed sale, nor were any voiced at the hearing.

The property to be sold is as follows:

**Parcel No. 1** - Lot 3110, according to the Amended Map of Highland Lakes, 3<sup>rd</sup> Sector, Phase I, an Eddleman Community, recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama.

**Parcel No. 2** - Lot 3108, according to the Amended Map of Highland Lakes, 3<sup>rd</sup> Sector, Phase I, an Eddleman Community, recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama.

The motion provides that the above property is to be sold to Aliant Bank for the purchase price of \$3,000 per parcel. Aliant Bank holds the first mortgage on each of the parcels. The motion further provides that there will no tax prorations with respect to the property to be sold, and that the purchaser will be responsible for any monies owed to the Cahaba Valley Fire District.

THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

1. The sale of the two parcels of property described above to Aliant Bank is hereby

APPROVED.


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EXHIBIT B  
1 2

2. The sale of the above-referenced property is free and clear of all liens, interests, claims and encumbrances on said property, and any and all liens, interests, claims and encumbrances on said property shall attach to the proceeds of the sale in the order of and extent of their priority.

3. This order will be effective upon its entry by the Clerk of Court, and shall not be stayed pursuant to the provisions of Rule 6004(g) of the Federal Rules of Bankruptcy Procedure.

DONE this the 18<sup>th</sup> day of May, 2000.

  
BENJAMIN G. COHEN  
UNITED STATES BANKRUPTCY JUDGE

Inst # 2000-17435

05/30/2000-17435  
08:09 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 MMS 29.50

EXHIBIT B  
2000-17435