

THIS INSTRUMENT PREPARED BY:

Bradley G. Siegal, Esq.
 Leitman, Siegal & Payne, P.C.
 600 North 20th Street
 Suite 400
 Birmingham, Alabama 35203

SEND TAX BILL TO:

ACHESON PROPERTIES, LLC
 1675 Montgomery Highway
 Birmingham, Alabama 35203

14.50
 297.00
 311.50

1,985,000⁰⁰
 50
 50

SPECIAL LIMITED WARRANTY DEED

STATE OF ALABAMA)

JEFFERSON COUNTY)

\$ 297,000.00 + mg

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COLONIAL PROPERTIES SERVICES, INC., an Alabama corporation ("Grantor"), has bargained and sold and by these presents does grant, bargain, sell and convey unto ACHESON PROPERTIES, LLC, an Alabama limited liability company ("Grantee"), Grantee's successors and assigns, that certain tract or parcel of land in Jefferson County, State of Alabama, described on Exhibit "A", which is attached hereto and incorporated herein by reference. Such property is herein referred to as the "Property."

This conveyance of the Property and the covenants and warranties contained herein are made expressly subject to the matters set forth on Exhibit "B" which is attached hereto and incorporated herein by reference as well as to all taxes for the year 2001 and subsequent years not yet due and payable as well as subject to the details set forth on Exhibit "C" attached hereto and incorporated herein by reference.

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

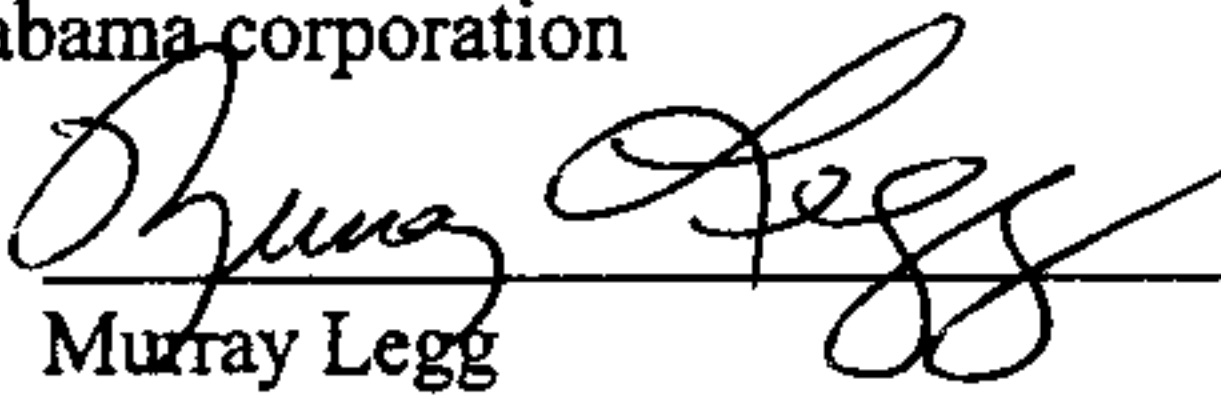
This is a special limited warranty deed. Grantor's only warranties hereunder are that this deed is executed and delivered with full authority of Grantor; that Grantor warrants that it has done nothing to adversely affect title since title was placed in its name, and that the Property is free from all encumbrances made or suffered by Grantor except to the extent otherwise set forth herein. No other warranties, express, implied or created by statute are included in this deed.

IN WITNESS WHEREOF, the said Grantor, by its vice president who is duly authorized to execute this conveyance, hereto sets its signature and seal this the 28th day of September, 2001.

bgs\cpi\crp\hwy150\sale\acheson\
 closing\specldwarr.deed2 9/28/01

10/02/2001-42398
 08:55 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 005 CH 24.00

COLONIAL PROPERTIES SERVICES INC.,
an Alabama corporation

By: 
Murray Legg
Its: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Murray Legg, whose name as Vice President of Colonial Properties Services, Inc., is signed to the foregoing Special Limited Warranty Deed, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of September. 2001

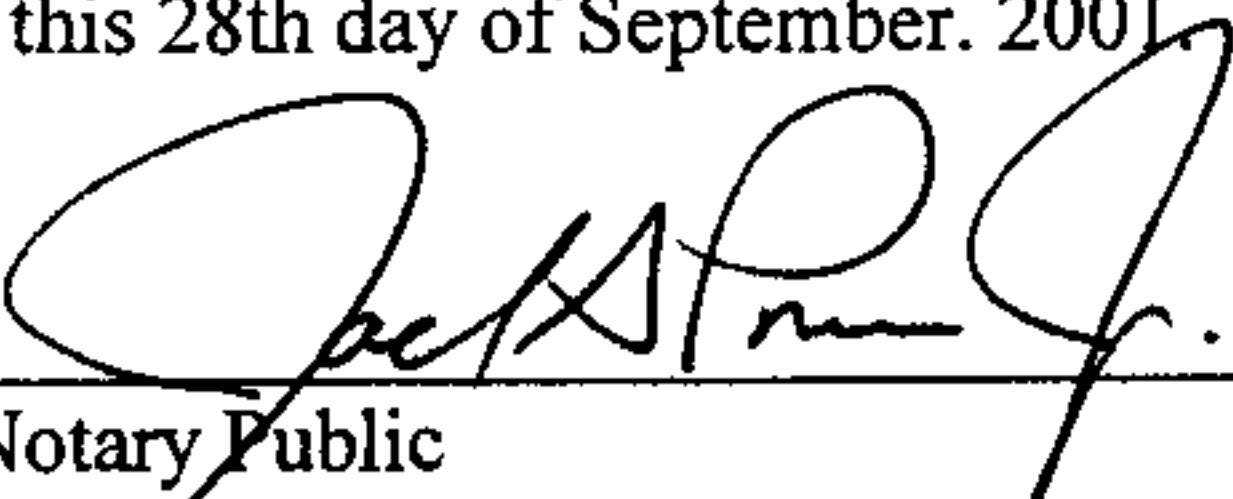

Notary Public
My Commission Expires: 12/19/01


EXHIBIT "A"

A parcel of land being situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 19 South, Range 3 West and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 19 South, Range 3 West, Jefferson and Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Section 23, Township 19 South, Range 3 West and run in an Easterly direction along the South line of said Section 23 a distance of 67.02 feet to the point of beginning of the parcel herein described, said point being on the Southeasterly right of way line of Alabama Highway 150; thence $87^{\circ}49'59''$ to the left in a Northerly direction along the Southeasterly right of way line of said Alabama Highway 150 a distance of 18.99 feet to a point; thence $49^{\circ}21'59''$ to the right in a Northeasterly direction along the Southeasterly right of way line of said Alabama Highway 150 a distance of 358.11 feet to a point; thence $36^{\circ}06'33''$ to the right in an Easterly direction (leaving said Alabama Highway 150 right of way line) a distance of 69.43 feet to a point; thence $54^{\circ}19'33''$ to the right in a Southeasterly direction a distance of 369.70 feet to a point; thence $8^{\circ}14'04''$ to the left in a Southeasterly direction a distance of 66.19 feet to a point on the Northerly right of way line of Cahaba River Estates Drive (Shelby County Highway 271), said point being on a curve to the left having a radius of 239.05 feet and a central angle of $8^{\circ}20'52''$; thence $141^{\circ}58'40''$ to the right (angle measured to tangent) in a Westerly direction along the Northerly right of way line of said Cahaba River Estates Drive (Shelby County Highway 271) and the arc of said curve a distance of 34.83 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Westerly direction along the Northerly right of way line of said Cahaba River Estates Drive (Shelby County Highway 271) a distance of 328.96 feet to the P.C. (point of curve) of a curve to the right having a radius of 358.44 feet and a central angle of $30^{\circ}07'00''$; thence in a Westerly and Northwesterly direction along the Northerly right of way line of said Cahaba River Estates Drive (Shelby County Highway 271) and along the arc of said curve a distance of 188.41 feet to a point; thence $3^{\circ}00'16''$ to the left (angle measured to tangent) in a Northwesterly direction along the Northerly right of way line of said Cahaba River Estates Drive (Shelby County Highway 271) a distance of 89.99 feet to a point on the Southeasterly right of way line of Alabama Highway 150; thence $67^{\circ}41'27''$ to the right in a Northerly direction along the Southeasterly right of way line of said Alabama Highway 150 a distance of 29.24 feet to the point of beginning.

Subject to any rights of ways or easements which may exist.

EXHIBIT " B "

1. Taxes and assessments for the year 2001, 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 Jefferson County and Shelby County, Alabama.
2. Less and except any part of subject property lying within a road right of way.

3. Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured.

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

RESTRICTIVE COVENANTS

- 10/02/2001-42398
08:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 24.00