

STATE OF ALABAMA
COUNTY OF SHELBY

SBA Loan No. CDC-3039444010-BIR

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS that on March 10, 2000, STAR CAR CARE, INC.. executed and delivered to the Alabama Community Development Corporation ("ACDC"), a Mortgage on certain real property, recorded as Instrument 2000/07849 in the Office of the Judge of Probate of Shelby County, Alabama, and said Mortgage was, for valuable consideration, transferred, set over and assigned by said ACDC to the United States Small Business Administration, an agency of the Government of the United States of America; said Assignment being filed with the Judge of Probate of Shelby County, Alabama, as Instrument No. 2000/07850, and then reassigned by the U.S. Small Business Administration back to the ACDC by instrument recorded as Instrument No. 20020522000241480 for the purposes of collection.

WHEREAS, default was made, and the Mortgage was subject to foreclosure because of said default.

WHEREAS, in said Mortgage, the mortgagee was authorized and empowered, in case of default, to sell the real property. Said Mortgage also provided that the mortgagee, after having given notice of the time, place and terms of sale prior to said sale, is empowered and authorized to execute title to the purchaser of said real property at said sale.

WHEREAS, default having been made, ACDC did declare all of the indebtedness secured by said Mortgage due and payable and declared the real property subject to foreclosure. As provided in the said Mortgage, ACDC gave due and proper notice of foreclosure of said Mortgage by publishing a Notice of Foreclosure Sale in *SHELBY COUNTY REPORTER*, a newspaper published in Shelby County, Alabama, in the issues of March 13, 2002, March 20, 2002, March 27, 2002 and April 3, 2002.

WHEREAS, the aforesaid Notice of Foreclosure Sale provided for the foreclosure to occur on April 12, 2002, and was on that day by public announcement at the main door of the Shelby County Courthouse, during the legal hours of sale postponed and continued to April 26, 2002, and notice of such postponement and continuance published in the April 17, 2002 issue of the *SHELBY COUNTY REPORTER*.

WHEREAS, on April 26, 2002, the date on which the foreclosure sale was due to be held under the terms of said notice as continued and during the legal hours of sale, foreclosure was duly and properly conducted, and the ACDC did offer for sale and did sell at public outcry before the Shelby County Courthouse Door, Columbiana, Alabama, the property hereinafter described.

WHEREAS, the highest bidder was PEAK, INC. (the "Grantees") for a high bid of \$405,000.00, whereupon the property was knocked down to said highest bidder.

NOW, THEREFORE, for and in consideration of the sum of Four Hundred Five Thousand and

00/100 DOLLARS (\$405,000.00) credited to said indebtedness, the ACDC does hereby grant, convey, sell, transfer and deliver unto the Grantees and their assigns, the following described real property, to-wit:

Lot 3, according to the Survey of Valleydale Market Place, as recorded in Map Book 16, page 117, in the Probate Office of Shelby County, Alabama.

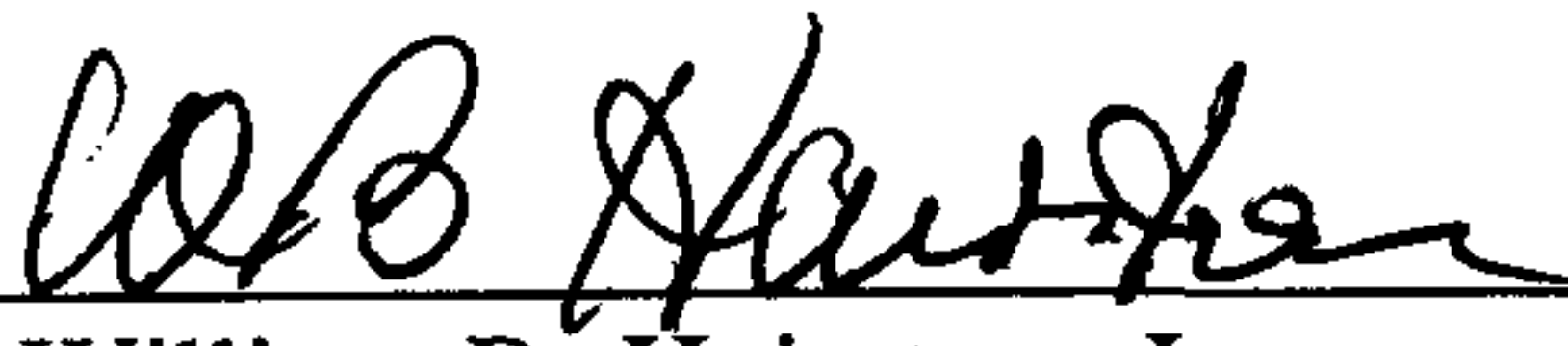
TO HAVE AND TO HOLD the above described property unto the said Grantees or their assigns forever; subject, however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama. However, it is expressly stipulated and agreed, that this conveyance is made without representation, warranty or recourse, express or implied, as to title, use and/or enjoyment of the real property described above. This conveyance is also made without representation, warranty or recourse, express or implied, as to unpaid taxes (ad valorem or otherwise, if any) and is made subject to the statutory right of redemption.

ACDC has made no representations or warranties as to the physical condition of the real estate and/or any improvements therein. ACDC was not familiar with the environmental condition of the real estate either at the date of the foreclosure sale on said real estate or at the date of execution of this foreclosure deed and has made no statements or warranties that said real estate is or is not free of any hazardous and/or toxic substances. Purchaser of said real estate releases and holds and saves ACDC harmless from and against all claims, losses, demands, costs, expenses (including attorneys fees and other legal costs), liabilities, damages and judgments arising out of or related to ACDC's use (past, present or future) of said real estate or breach of this representation. Purchasers of said real estate acknowledge their understanding, acceptance of and agreement with the conditions, releases, indemnities, representations and warranties set forth.

IN WITNESS WHEREOF, ACDC has caused this conveyance to be executed by its attorney and auctioneer.

Done at Birmingham, Alabama, as and for the official act of said ACDC on this 26 day of April, 2002.

**ALABAMA COMMUNITY DEVELOPMENT
CORPORATION**

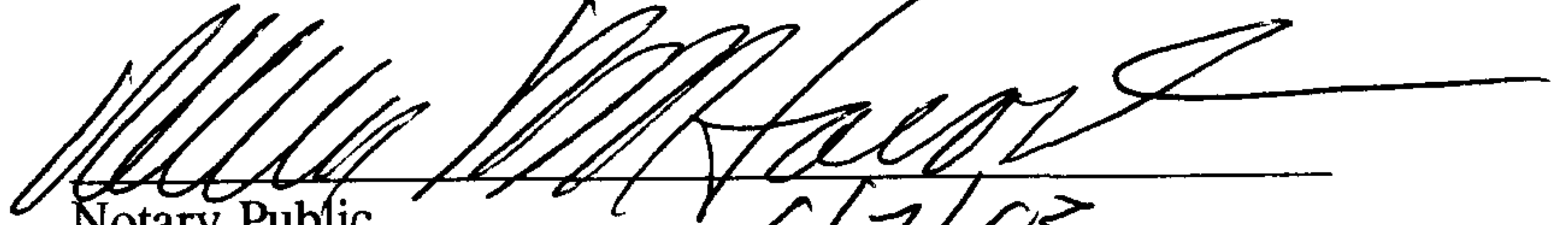
By 
William B. Hairston, Jr.
Attorney and Auctioneer

NOTE: \$372,000.00 of the above stated consideration was paid with the proceeds of a mortgage recorded simultaneously herewith.

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State hereby certify that William B. Hairston, Jr., whose name as Attorney and Auctioneer of the Alabama Community Development 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 attorney and auctioneer, with full authority executed the same voluntarily for and as the act of the Alabama Community Development Corporation.

GIVEN UNDER MY HAND and seal at Birmingham, Alabama on April 26, 2002.


Notary Public
My Commission Expires: 6/7/03

This Instrument was prepared by:
William B. Hairston, III
ENGEL, HAIRSTON AND JOHANSON, P.C.
Post Office Box 370027
Birmingham, Alabama 35237
(205) 328-4600