

NOTE TO RECORDING DEPARTMENT: The entire purchase price recited herein is being secured by a purchase money mortgage recorded simultaneously herewith.

Send tax notice to:
Gibson & Anderson Construction, Inc.
2539 Rocky Ridge Road
Vestavia Hills, Alabama 35243
Attention: Mr. Earl M. Gibson

This instrument prepared by:
Matthew S. Atkins
Bradley, Arant, Rose & White LLP
1819 Fifth Avenue North
Birmingham, Alabama 35203

STATE OF ALABAMA)
 :
SHELBY COUNTY)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) in hand paid to **Billy D. Eddleman**, a married man who owns the within described real property separate and apart from his or his wife's homestead ("Grantor"), by **Gibson & Anderson Construction, Inc.**, an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, subject to the matters hereinafter set forth, that certain real estate situated in Shelby County, Alabama, as more fully described on Exhibit A attached hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever; subject, however, to the following:

1. Taxes for the year 2003 and subsequent years not yet due and payable.
2. Title to all minerals within and underlying the property described herein, together with all mining rights and other rights, privileges and immunities relating thereto.
3. Right-of-way granted to Alabama Power Company recorded in Volume 108, Page 379 and Probate Minutes 28, Page 965.

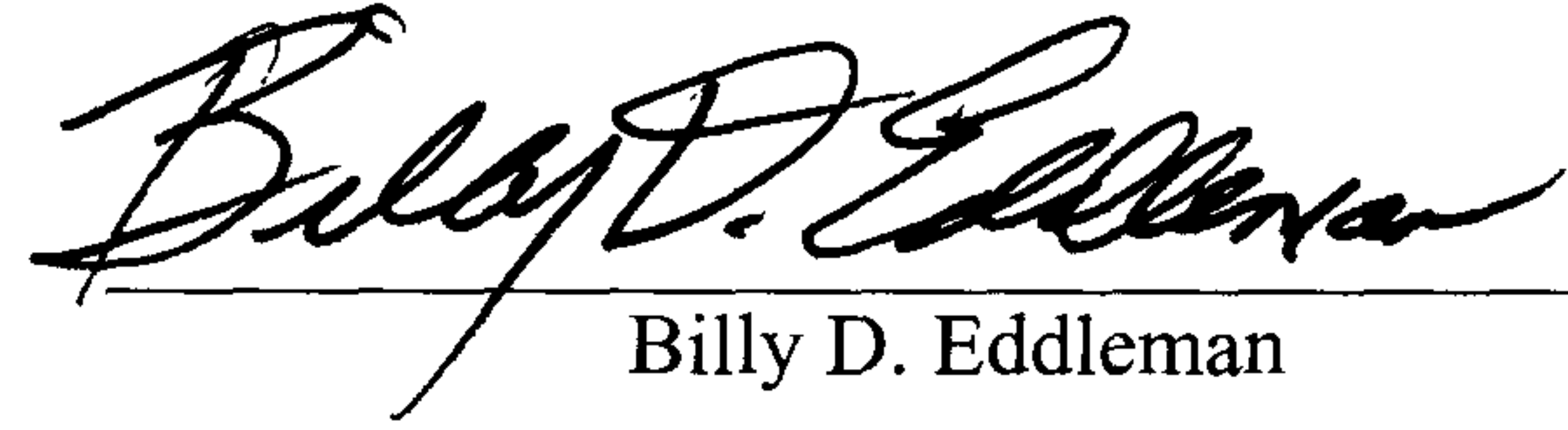
Grantee further agrees as follows:

1. The real property conveyed hereby shall not be used as rental property of any type, including without limitation, the construction and maintenance of apartments and duplexes, for a period of forty (40) years from the date hereof. It is the intention of the parties to this General Warranty Deed that such restriction be void at the expiration of such period without further action.
2. This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability, claims and causes of action, whether arising at law (by contract or in tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over the property herein conveyed, as the case may be, which are caused by, or arise as a result of past or future soil, subsoil or other conditions (including without limitation, sinkholes, underground mines, and limestone formations) under or on the within described property, whether contiguous or non-contiguous. Grantee acknowledges that it has made its own independent inspections and investigations of the hereinabove described land and is purchasing such property in reliance upon such inspections and investigations thereof. For purposes of this paragraph, Grantor shall mean and refer to (i) any agents and employees of Grantor, and (ii) any successors and assigns of Grantor.

Grantor does for himself, his heirs, executors, administrators and assigns, covenant with Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of said premises; that they are free from all encumbrances except as set forth hereinabove; that he has a good right to sell and convey the same as aforesaid; and that he will, and his heirs, executors, and assigns shall, warrant and defend the same to Grantee, its successors and assigns forever against the lawful claims of all persons.

Grantor hereby certifies that the above described property does not constitute his homestead (as defined by Section 6-10-2 of the Code of Alabama (1975)).

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on or as of the 3rd day of April, 2003.



Billy D. Eddleman

STATE OF ALABAMA

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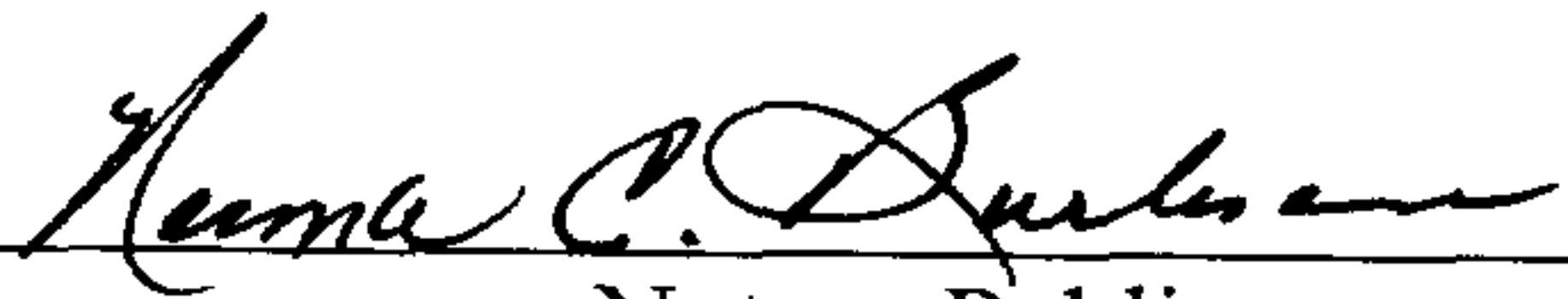
:

JEFFERSON COUNTY

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Billy D. Eddleman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of April, 2003.



Notary Public

[NOTARIAL SEAL]

My commission expires: 7-14-04

EXHIBIT A

LEGAL DESCRIPTION

Parcel I:

A parcel of land situated in the Northeast Quarter of Section 11 and the Northwest Quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of Lot 4, Block 6, Cahaba Valley Estates Seventh Sector, as recorded in Map Book 6, Page 82, in the Office of the Judge of Probate, Shelby County, Alabama; said point also being on the Northeast line of an Alabama Power Company right-of-way recorded in Volume 108, Page 379; thence run in a Northeasterly direction along the Southeast line of said Cahaba Valley Estates, Seventh Sector for a distance of 659.43 feet to a point on a curve to the right, having a central angle of 63 degrees, 00 minutes, 39 seconds and a radius of 136.78 feet; thence run along the arc of said curve in a Northeasterly direction for a distance of 150.42 feet to a point; thence run tangent to last states curve in a Northeasterly direction for a distance of 276.81 feet to a point on the South line of said Cahaba Valley Estates, Seventh Sector, said point also being on the Northwest corner of Lot 1 in Cahaba Manor Townhomes, Third Addition, as recorded in Map Book 7, on Page 158, Shelby County, Alabama; thence turn an angle to the right of 82 degrees, 22 minutes 30 seconds and run in a Southeasterly direction along the West line of said Cahaba Manor Townhomes, Third Addition for a distance of 454.39 feet to a point; thence turn an angle to the left of 33 degrees, 08 minutes, 27 seconds and run in a Southeasterly direction along the Southwest line of said Cahaba Manor Townhomes, Third Addition for a distance of 145.96 feet to a point at the Southernmost corner of Cahaba Manor Townhomes, Third Addition; thence turn an angle to the right of 07 degrees, 49 minutes, 12 seconds and run in a Southeasterly direction for a distance of 239.33 feet to a point; thence turn an angle to the right of 150 degrees, 03 minutes, 18 seconds and run in a Westerly direction for a distance of 761.76 feet to a point; thence turn an angle to the left of 90 degrees, 11 minutes, 31 seconds and run in a Southerly direction for a distance of 359.82 feet to a point; thence turn an angle to the right of 90 degrees, 13 minutes, 03 seconds and run in a Westerly direction for a distance of 160.39 feet to the point of beginning.

Less and Except an easement for a 60-foot entrance to Meadow Wood Apartments more particularly described as follows:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most easterly corner of Lot 4, Block 6, Cahaba Valley Estates- Seventh Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 6, Page 82, run in a northeasterly direction along the end of the existing road right-of-way for Valleyview Road for a distance of 60.0 feet to the most southerly corner of Lot 13, Block 5, of said Cahaba Valley Estates – Seventh Sector; thence turn an angle to the right of 90 degrees 10 minutes and run in a southeasterly direction for a distance of 160.20 feet to a point on the northwest line of the Meadow Wood apartment complex; thence turn an angle to the right of 89 degrees 45 minutes 38 seconds and run in a southwesterly direction along the northwest property line of said apartment complex for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees 14 minutes 22 seconds and run in a northwesterly direction for a distance of 160.28 feet, more or less, to the point of beginning.

Parcel II:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most southerly corner of Lot 21-A, Resurvey of Lots 21, 22, 23, 24 and Vacated Portion of Cahaba Manor Trail, Cahaba Manor Townhomes, Third Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 10, Page 73, run in a northeasterly direction along the southeast line of said Lot 21-A for a distance of 70.02 feet to the southwest corner of Lot 20, Cahaba Manor Townhomes, Third Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 158, thence turn an angle to the right 35 degrees 45 minutes and run in an easterly direction along the south line of said Lot 20 and 19 and 18 of said subdivision for a distance of 110.0 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 10.0 feet; thence turn an angle to the right of 90 degrees and run in an easterly direction for a distance of 125.0 feet; thence turn an angle to the left of 90 degrees and run in a northerly direction for a distance of 10.0 feet to the southeast corner of Lot 4, Cahaba Manor Townhomes, First Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 57; thence turn an angle to the right and run in an easterly direction along the end of the existing road right-of-way for a distance of 50.0 feet to the southwest corner of Lot 5 of said Cahaba Manor Townhomes, First Addition; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 10.0 feet; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 130.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 189.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25 degrees 0 minutes and run in a southwesterly direction for a distance of 243.68 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 67 degrees 44 minutes 34 seconds and run in a southeasterly direction for a distance of 37.82 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 67 degrees 44 minutes 34 seconds and run in a southwesterly direction for a distance of 296.97 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 92 degrees 07 minutes 18 seconds and run in a northwesterly direction for a distance of 340.23 feet to the most southerly corner of the Meadow Wood Apartments property; thence turn an angle to the right of 89 degrees 59 minutes 12 seconds and run in a northeasterly direction for a distance of 359.79 feet; thence turn an angle to the left of 60 degrees 02 minutes 18 seconds and run in a northwesterly direction for a distance of 239.32 feet, more or less, to the point of beginning.

Less and Except a 50 foot wide easement more particularly described as follows:

Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the SW corner of Lot 5, Cahaba Manor Townhomes – First Addition, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 57, run in a southerly direction along an extension of the west line of said Lot 5 or the east right-of-way line of Cahaba Manor Drive for a distance of 10.0 feet to the southerly edge of an existing 10 foot dedicated alley; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 130.0 feet to an existing iron rebar; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 189.36 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25 degrees 0 minutes and run in a southwesterly direction for a distance of 135.86 feet to the point of beginning; thence continue in a southwesterly direction along last mentioned course for a distance of 50.0 feet; thence turn an angle to the right of 90 degrees and run in a northwesterly direction for a distance of 130.0 feet; thence turn an angle to the right of 90 degrees and run in a northeasterly direction for a distance of 50.0 feet; thence turn an angle to the right of 90 degrees and run in a southeasterly direction for a distance of 130.0 feet, more or less, to the point of beginning.