

SEND TAX NOTICES TO:
RUSH COMMERCIAL PAINT
CONTRACTORS, INCORPORATED
230 Oxmoor Circle,
Birmingham, Alabama, 35209

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **K. E. Buck a(~~married~~) married man, W. J. Buck, a(~~married~~) married man, D. R. Carroll, a(~~married~~) married man, and C. R. Carroll as Trustee of the C. R. Carroll Trust Agreement dated 8-12-97** (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto **RUSH COMMERCIAL PAINT CONTRACTORS, INCORPORATED** (herein referred to as "Grantee"), the real estate described on Exhibit "A" attached hereto and situated in Shelby County, Alabama.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

[This property does not constitute the homestead of Grantor nor of Grantor spouse.]

TO HAVE AND TO HOLD the described premises to Grantee, its successors and assigns forever.

AND THE GRANTOR does for themselves, and their heirs, executors, successors and assigns, covenant with said Grantee, its successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted on Exhibit "A", that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and their heirs, executors, successors and assigns shall warrant and defend same to said Grantee, its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 14 day of October, 2003.


K. E. Buck

BY: C. R. Carroll
C. R. Carroll (Attorney in Fact)


W. J. Buck

BY: C. R. Carroll
C. R. Carroll (Attorney in Fact)

D. R. Carroll

BY: 
C. R. Carroll (Attorney in Fact)

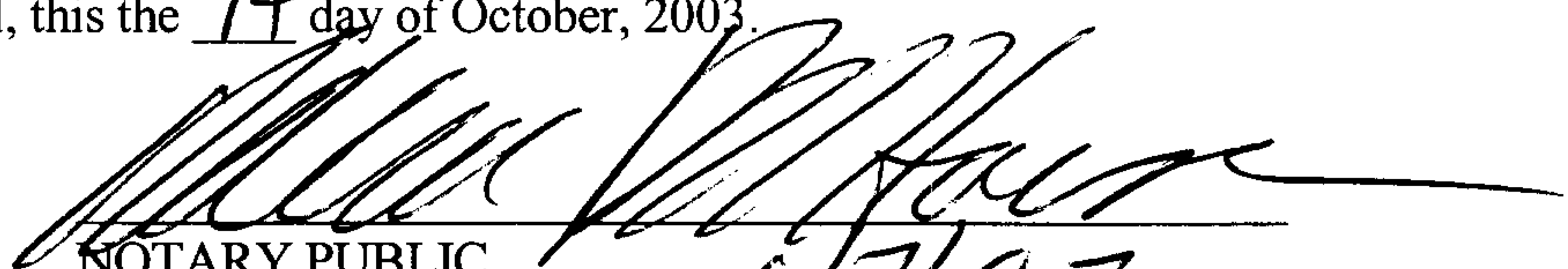
**C. R. Carroll as Trustee of the C. R.
Carroll Trust Agreement dated 8-12-97**

BY: 
C. R. Carroll (Trustee)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. R. Carroll, whose name as Attorney in Fact for K. E. Buck, an individual, 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, as such attorney in fact, and with full authority, executed the same voluntarily, as an act of said individual, acting in his capacity as aforesaid.

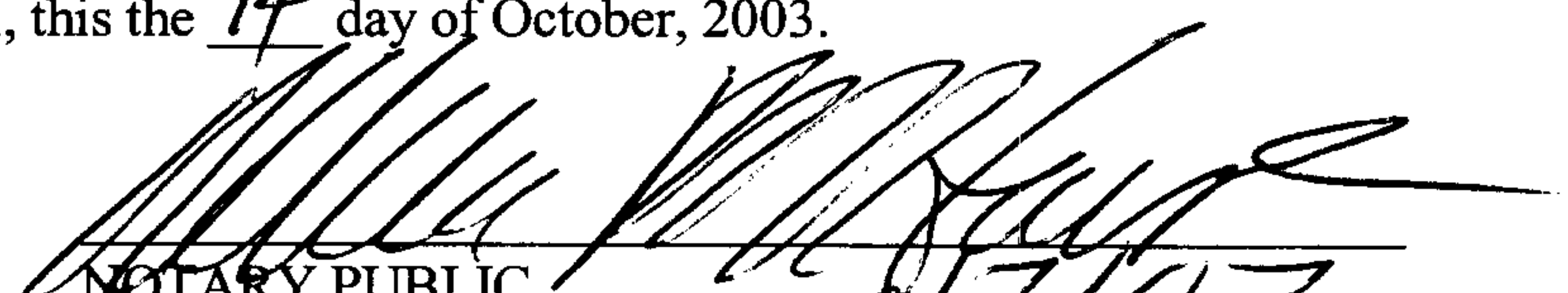
Given under my hand and official seal, this the 14 day of October, 2003.


NOTARY PUBLIC
My Commission Expires: 6/7/07

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. R. Carroll, whose name as Attorney in Fact for W. J. Buck, an individual, 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, as such attorney in fact, and with full authority, executed the same voluntarily, as an act of said individual, acting in his capacity as aforesaid.


Given under my hand and official seal, this the 14 day of October, 2003.


NOTARY PUBLIC
My Commission Expires: 6/7/07

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. R. Carroll, whose name as Attorney in Fact for D. R. Carroll, an individual, 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, as such attorney in fact, and with full authority, executed the same voluntarily, as an act of said individual, acting in his capacity as aforesaid.

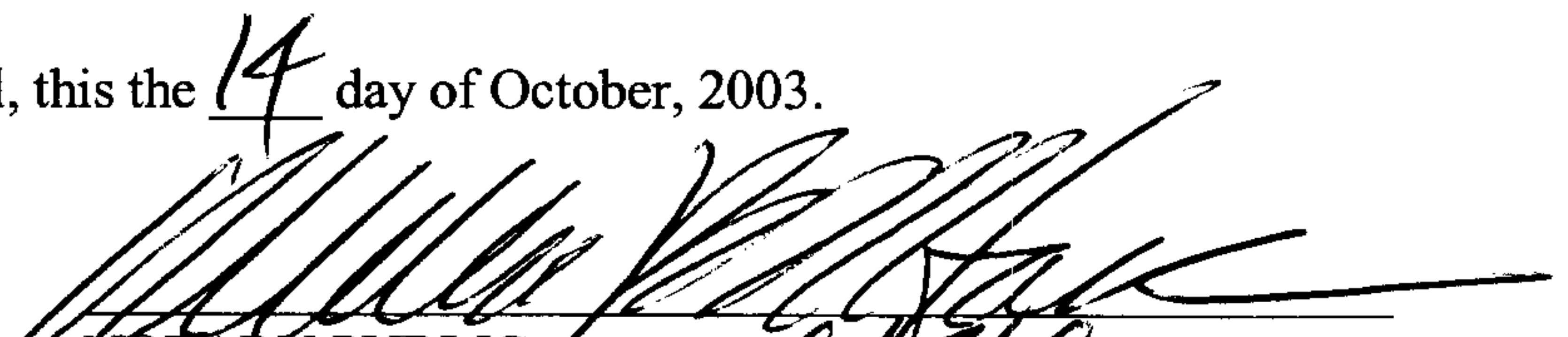
Given under my hand and official seal, this the 14 day of October, 2003.


NOTARY PUBLIC
My Commission Expires: 6/1/07

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that C. R. Carroll, whose name as Trustee for C. R. Carroll as Trustee of the C. R. Carroll Trust Agreement dated 8-12-97, a trust, 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, as such trustee, and with full authority, executed the same voluntarily, as an act of said trust, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 14 day of October, 2003.


NOTARY PUBLIC
My Commission Expires: 6/1/07

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 370027
Birmingham, AL 35237
(205) 328-4600

EXHIBIT "A"
TO
WARRANTY DEED
AFFIDAVIT AND INDEMNITY
NON-FOREIGN AFFIDAVIT

Grantor: K. E. Buck, W. J. Buck, D. R. Carroll and C. R. Carroll as Trustee of the C.
R. Carroll Trust Agreement dated 8-12-97
Grantee: RUSH COMMERCIAL PAINT CONTRACTORS, INCORPORATED

Commence at the SW corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, thence in a Northerly direction along the Westerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 523.48 feet; thence 123 degrees 58 minutes to right in a Southeasterly direction a distance of 509.92 feet to the point of beginning; thence continue along last described course a distance of 100.50 feet; thence 95 degrees 42 minutes 30 seconds left in a Northeasterly direction a distance of 350.83 feet; thence 90 degrees left in a Northwesterly direction 100.0 feet; thence 90 degrees left in a Southwesterly direction a distance of 340.84 feet to point of beginning.

Situated in Shelby County, Alabama

SUBJECT TO: i) taxes and assessments for the year 2003, and subsequent years; ii) permit to AT&T recorded in Deed Volume 168, page 444; and iii) coal, oil, gas and mineral and mining rights which are not owned by Grantor.