



SEND TAX NOTICES TO:
BEAUMONT HOLDINGS, LLC,
1305 Beaumont Court,
Kennesaw, Georgia, 30152

STATUTORY WARRANTY DEED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of One and 00/100 Dollars (\$1.00) to the undersigned grantor, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **ALABASTER RETAIL PROPERTY, L.L.C., an Alabama Limited Liability Company** (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto **BEAUMONT HOLDINGS, LLC, a Georgia Limited Liability Company** (herein referred to as "Grantee"), the real estate situated in Shelby County, Alabama, and described on Exhibit "A" attached hereto.

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

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

AND THE GRANTOR will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of Grantor and all others claiming by or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 20 day of November, 2003.

ALABASTER RETAIL PROPERTY, L.L.C.
an Alabama limited liability company

By: SC Management, Inc.,
an Alabama corporation
Its Manager

By: [Signature]
Its: President

[ACKNOWLEDGEMENT BEGINS NEXT PAGE]

\$300,000
11/24/03

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jack F. Atona whose name as President of SC Management, Inc., an Alabama corporation, acting as Manager of Alabaster Retail Property, L.L.C., an Alabama limited liability company, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation acting as Manager of said limited liability company.

Given under my hand and official seal this 20th day of November 2003.

Susan L. Flowers
Notary Public
My commission expires: 10/24/05

(SEAL)

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"

20031124000768420 Pg 3/3 18.00
Shelby Cnty Judge of Probate, AL
11/24/2003 09:07:00 FILED/CERTIFIED

Grantor: ALABASTER RETAIL PROPERTY, L.L.C., an Alabama Limited Liability Company
Grantee: BEAUMONT HOLDINGS, LLC, a Georgia Limited Liability Company

PARCEL I:

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3 inch iron pipe found at the Northwest corner of said Section 14; thence run South 89 degrees 03 minutes 42 seconds East along the North boundary of said Section 14 a distance of 1538.52 feet to a point on the Southeast right of way of Alabama Highway No. 119 (variable right of way); thence run South 25 degrees 20 minutes 17 seconds West along said right of way a distance of 134.10 feet; thence depart said right of way and run South 67 degrees 21 minutes 17 seconds East a distance of 253.16 feet to the POINT OF BEGINNING; thence continue South 67 degrees 21 minutes 17 seconds East a distance of 87.31 feet to the Point of Curvature of a curve concave Northeastwardly, said curve having a radius of 280.00 feet and a delta angle left of 13 degrees 19 minutes 35 seconds; thence run along said curve an arc distance of 65.13 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 74 degrees 01 minutes 05 seconds East a distance of 64.98 feet); thence run South 08 degrees 58 minutes 33 seconds East a distance of 19.25 feet; thence run South 25 degrees 30 minutes 31 seconds West a distance of 173.45 feet; thence run North 64 degrees 29 minutes 29 seconds West a distance of 162.19 feet; thence run North 25 degrees 30 minutes 31 seconds East a distance of 174.20 feet to the POINT OF BEGINNING.

PARCEL II:

A non-exclusive easement for the benefit of Parcel I for the purpose of ingress and egress as created by that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements (White Stone Shopping Center) dated November 14, 2003 recorded as Instrument No. _____, over, under, and across the property described herein.

20031124000768400

SUBJECT TO: i) taxes and assessments for the year 2004, a lien but not yet payable; ii) release of damages recorded in Deed Book 216, page 584; iii) easement and right of way granted the City of Alabaster recorded as instrument 1999-30479; iv) terms and condition of that certain Slope Easement Agreement recorded as Instrument 2003021000008100; v) terms and condition of that certain Access Easement Agreement recorded as Instrument No 20030210000080990 and amended by Instrument 20030421000240340; vi) terms and conditions of that certain Stock Pile Easement Agreement recorded as Instrument 20030210000080990 as amended by Instrument 20030421000240340; vii) terms of that certain memorandum of lease recorded as Instrument 20030210000081140 as subordinated by the Subordination, Non-Disturbance and Attornment Agreement recorded as Instrument 20030210000081180; viii) coal, oil, gas and mineral and mining rights which are not owned by Grantor; ix) Declaration of Restrictions, Covenants and Conditions and Grant of Easements (White Stone Shopping Center) recorded as Instrument No 20031124000768400; (x) Declaration of Restrictions (Outparcel) recorded as Instrument No 20031124000768400; and (xi) matters that would be disclosed by an accurate survey and inspection of the property.