

This instrument prepared by:

Peter E. Barber
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

Send Tax Notices To:

Homewood Investment Company, L.L.C.
Longview, LLC
P.O. Box 531006
Birmingham, AL 35253

WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

1,275,000.00 of the purchase
price was paid from the proceeds of
a mortgage loan close simultaneously herewith

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of ONE
MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS
(\$1,685,000.00) to the undersigned grantor, **LITTLE MOUNTAIN, L.L.C.**, an Alabama limited
liability company (hereinafter, the "GRANTOR"), in hand paid by the grantee herein, the receipt of
which is hereby acknowledged, the GRANTOR does hereby **GRANT, BARGAIN, SELL AND
CONVEY** unto **HOMEWOOD INVESTMENT COMPANY, L.L.C.** , an Alabama limited
liability company, a seventy-five percent (75%) undivided interest, and **LONGVIEW, LLC**, an
Alabama limited liability company, a twenty-five percent (25%) undivided interest, as tenants in
common (hereinafter, collectively called the "GRANTEE"), that certain real estate situated in Shelby
County, Alabama, and described on Exhibit A hereto.

Subject to the following Permitted Exceptions:

1. 2004 property taxes not yet due and payable.
2. Easements and Rights of Way granted to Alabama Power Company recorded in Deed Book 278, Page 494, Deed Book 101, Page 504, Deed Book 145, Page 377 and Deed Book 101, Page 502.
3. Right of way in favor of Southern Bell Telephone & Telegraph Company recorded in Deed Book 252, Page 871.

Together with all rights, tenements, hereditaments and appurtenances thereto belonging or
in any way appertaining.

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

And the GRANTOR does, for itself, its successors and assigns, covenant with the GRANTEE, its successors and assigns, that GRANTOR is lawfully seized in fee simple of said premises subject to the Permitted Exceptions; that they are free from all encumbrances, except as otherwise noted above; that GRANTOR has a good right to sell and convey the same as aforesaid; that GRANTOR, its successors and assigns shall warrant and defend the same to the GRANTEE, its successors and assigns forever against the lawful claims of all persons.

IN WITNESS WHEREOF, Little Mountain, L.L.C., GRANTOR, has caused its agent who is duly authorized pursuant to those resolutions attached hereto as **Exhibit B** to set his signature as the act of such GRANTOR under seal, this the 26 day of February, 2004.

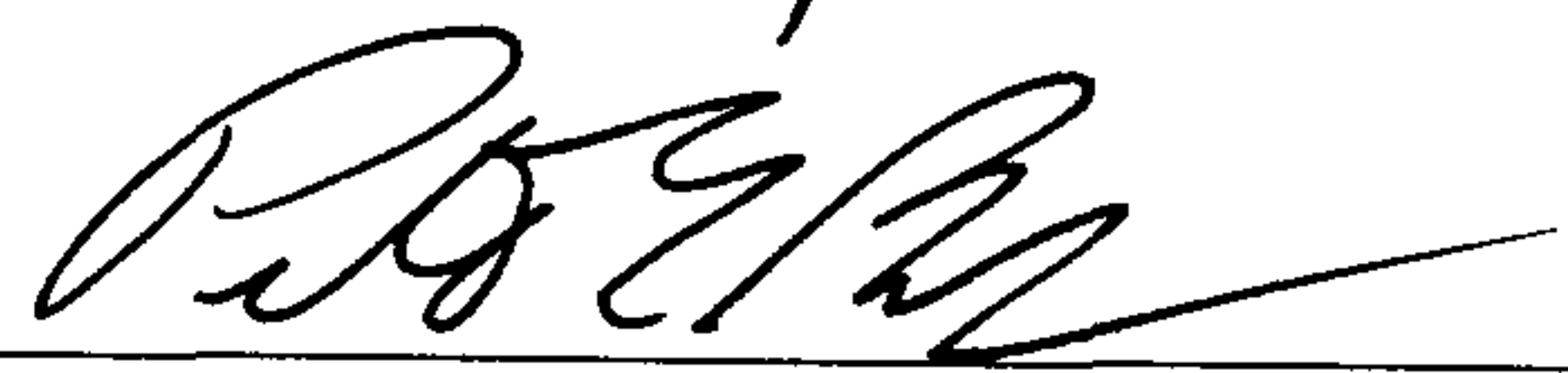
LITTLE MOUNTAIN, L.L.C.,
an Alabama limited liability company

By: 
Steven Mark Dinan
Its duly authorized agent

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven Mark Dinan, whose name as agent of Little Mountain, L.L.C., a corporation, is signed to the foregoing instrument, 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 the 26th day of February, 2004.


Notary Public
My Commission Expires: _____

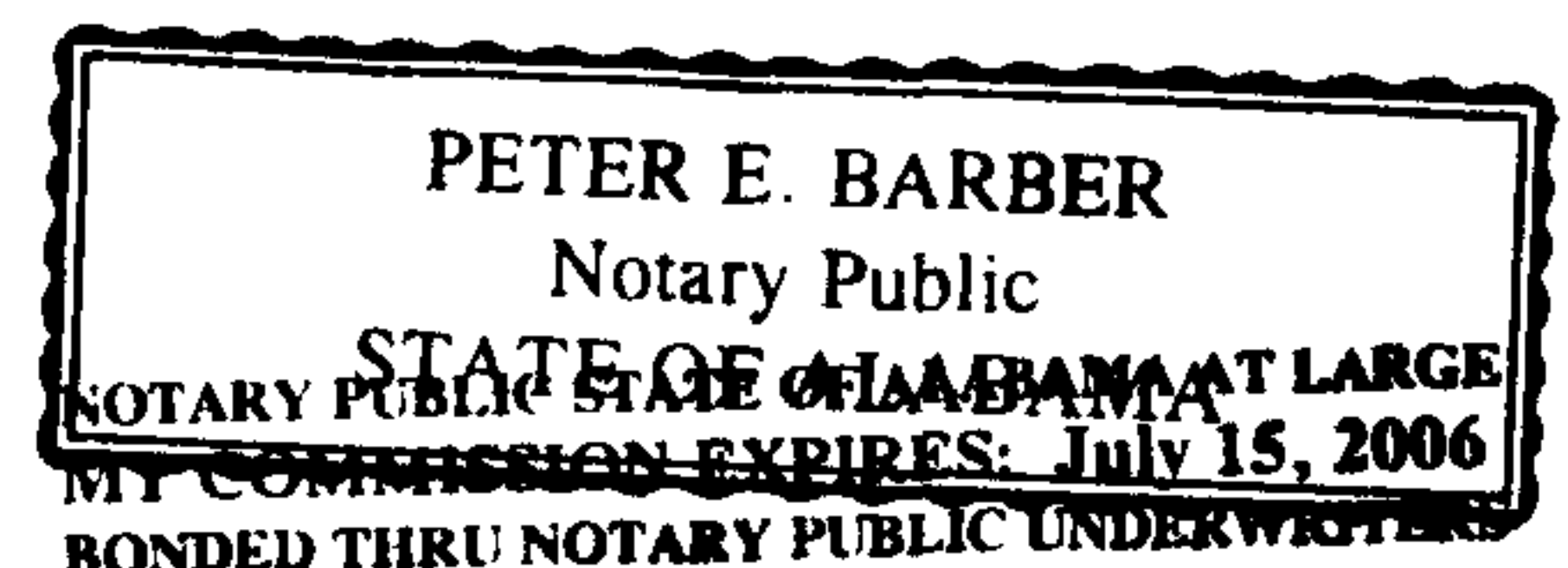


Exhibit A
To Warranty Deed From
Little Mountain, L.L.C. (“Grantor”) to Homewood Investment
Company, L.L.C. and Longview, LLC (collectively, the “Grantee”)

Part of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted Southeast corner of said Northwest 1/4 of Northwest 1/4 of Section 31, run in a Westerly direction along the South line of said 1/4 - 1/4 section for a distance of 313.95 feet to an existing iron pin; thence turn an angle to the right of 7 degrees 53 minutes 38 seconds and run in a Northwesterly direction for a distance of 466.67 feet to an existing iron rebar set by Laurence D. Weygand and being on the East right-of-way line of Little Mountain Circle; thence turn an angle to the right of 102 degrees 04 minutes 26 seconds and run in a Northeasterly direction along the East right-of-way line of said Little Mountain Circle for a distance of 40.0 feet to an existing iron rebar; thence turn an angle to the right of 74 degrees 17 minutes 26 seconds and run in an Easterly direction for a distance of 224.32 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 24 degrees 01 minutes 57 seconds and run in a Northeasterly direction for a distance of 48.83 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27 degrees 45 minutes 15 seconds and run in a Northeasterly direction for a distance of 34.92 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 19 degrees 34 minutes 50 seconds and run in a Northeasterly direction for a distance of 37.95 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 10 degrees 48 minutes 49 seconds and run in a Northeasterly direction for a distance of 72.22 feet to an existing iron rebar; thence turn an angle to the right of 76 degrees 15 minutes 40 seconds and run in an Easterly direction for a distance of 231.61 feet to an existing iron rebar; thence turn an angle to the right of 97 degrees 02 minutes 36 seconds and run in a Southerly direction for a distance of 21.0 feet to an existing iron rebar; thence turn an angle to the left of 92 degrees 20 minutes 15 seconds and run in an Easterly direction for a distance of 209.28 feet to an existing iron rebar; thence turn an angle to the right of 86 degrees 42 minutes 13 seconds and run in a Southerly direction along the East line of said 1/4 - 1/4 section for a distance of 207.59 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

EXHIBIT B
TO DEED

**Certified Resolutions
Of All of the Members of
Little Mountain, L.L.C.**

Adopted by Unanimous Written Consent

The undersigned, constituting all of the Members and all of the Managers of Little Mountain, L.L.C., an Alabama limited liability company (the "Company"), do hereby signify their unanimous consent to the following transactions and do hereby adopt the following resolutions relating thereto:

RESOLVED, by all of the Members and Managers of Little Mountain, L.L.C. (the "Company") that the Company shall sell that certain real property located in Shelby County, Alabama and more particularly described on Exhibit A to these resolutions (the "Property") to Homewood Investment Company, L.L.C. and Longview, LLC as tenants in common in such proportions as they shall elect (collectively, the "Purchaser") for \$1,685,000.00 pursuant to the terms and conditions of the Sales Contract dated September 8, 2003 between the Company and the Purchaser; and

RESOLVED FURTHER, by all of the Members and Managers of the Company that Steven Mark Dinan, an agent of the Company, be and he hereby is authorized, empowered and directed, for and on behalf of the Company, to sell the Property to the Purchaser, and to execute and deliver to the Purchaser a General Warranty Deed, a Seller's Affidavit and Indemnity, a Surveyor's Affidavit, an Assignment of Leases, a Non-Foreign Affidavit, a Closing Statement and such other agreements and instruments as Steven Mark Dinan shall deem to be appropriate under the circumstances, the decision of Steven Mark Dinan in that regard to be binding on the Company in all respects.

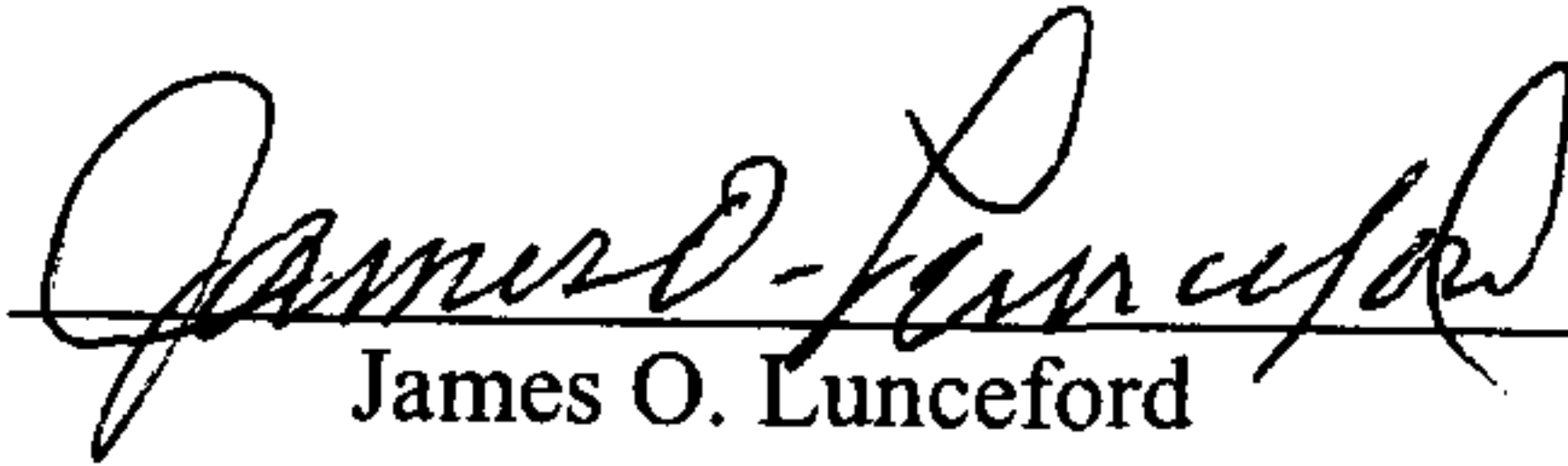
Certification

The foregoing resolutions of the Members and Managers of the Company shall not be affected or limited in any manner by the subsequent disability, incompetency, incapacity, or dissolution of either Member or Manager of the Company. The undersigned do hereby ratify and confirm all of the acts of Steven Mark Dinan which may be done by virtue of these resolutions.

The undersigned do further represent, warrant and covenant that the Articles of Organization of the Company filed in the records of the Judge of Probate of Jefferson County, Alabama on July 23, 1997 as Instrument 9708/7143 are in full force and effect and have not been amended, rescinded or changed in any manner and that the undersigned are, have been and shall be the only Members and only Managers of the Company. The undersigned do further represent, warrant and covenant that the Operating Agreement of the Company dated July 24, 2003 is in full force and effect and has not been amended, rescinded or changed in any manner and that the Operating Agreement empowers the Managers of the Company to sell the Property and to grant to Steven Mark Dinan the authority and power to act as agent of the Company to sell the Property.

This Unanimous Written Consent of the Members of the Company may be executed in counterparts, each of which shall constitute an original, and this Consent shall be effective upon its signature by each of the members whose names are set forth below.

This Unanimous Consent is intended to be under the seal of all the Members and Managers and shall have the effect of a sealed instrument in accordance with the law. Executed by the undersigned effective as of the 25 day of February, 2004.

 (SEAL)
James O. Lunceford

JIM & JIM's MOTOR CO., INC.
(a/k/a JIM & JIM's MOTOR COMPANY)

By:  (SEAL)
James O. Lunceford
Its President

STATE OF ~~ALABAMA~~ ^{FLORIDA})
COUNTY OF ~~SHELBY~~ ^{WALTON})

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that James O. Lunceford, an individual 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 the 25 day of February, 2004.

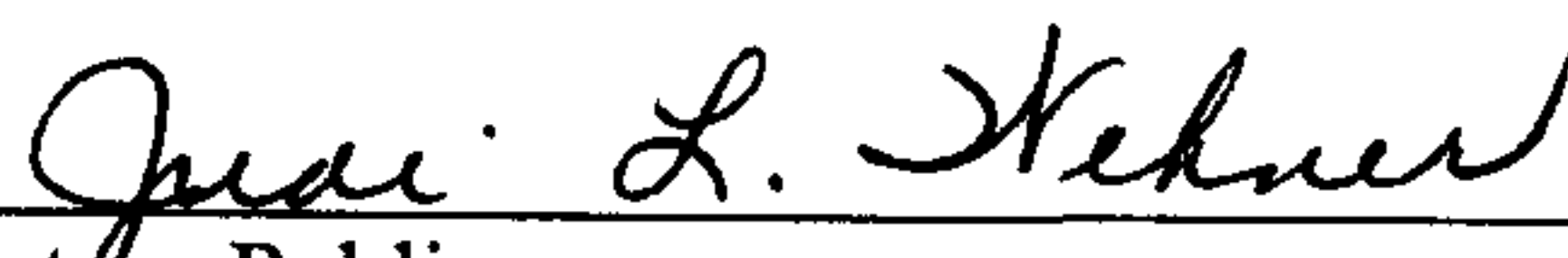

Notary Public

My Commission Expires: 4/25/04.

STATE OF ~~ALABAMA~~ ^{FLORIDA})
COUNTY OF ~~SHELBY~~ ^{WALTON})

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James O. Lunceford, whose name as President of JIM & JIM's MOTOR CO., INC., a corporation, is signed to the foregoing instrument, 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 the 25 day of February, 2004.


Notary Public

My Commission Expires: 4/25/04

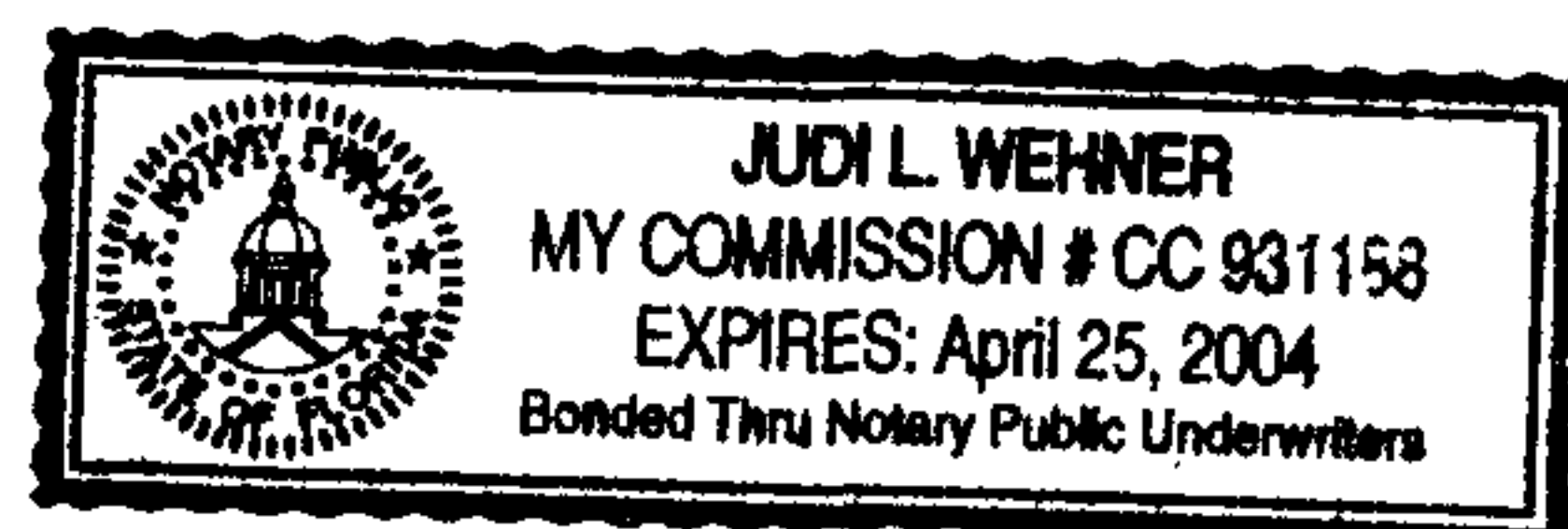


Exhibit A
To Resolutions of Little Mountain, L.L.C.

Part of the Northwest 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

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Situated in Shelby County, Alabama.