

This instrument prepared by:

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

Send Tax Notices To:

R. Wilkins Construction, Inc.  
4129 South Shades Crest Road  
Bessemer, AL 35023

### **STATUTORY WARRANTY DEED**

**STATE OF ALABAMA     )**  
**SHELBY COUNTY        )**

**KNOW ALL MEN BY THESE PRESENTS**, That in consideration of the sum of THREE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$313,500.00) and other good and valuable consideration to the undersigned grantor, **GIBSON & ANDERSON CONSTRUCTION, INC.**, an Alabama corporation (hereinafter, the "GRANTOR"), in hand paid by the grantee herein, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto **R. WILKINS CONSTRUCTION, INC.**, an Alabama corporation (hereinafter, the "GRANTEE"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 33, 34, 35, 36 and 37 according to the Survey of Crosscreek Cove Townhomes as recorded in Map Book 33, Page 13 in the Probate Office of Shelby County, Alabama.

Subject to the following Permitted Exceptions:

1. Subject to the easement for entrance to Meadow Wood Apartments and the restrictions on use of the real property as rental property, each as referenced in that certain General Warranty Deed from Billy D. Eddleman to GRANTOR recorded as Instrument No. 20030407000205650.
2. Taxes for the year 2004 and subsequent years.
3. Easements and building line as shown on recorded map.
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
5. Right-of-way granted to Alabama Power Company recorded in Volume 108, Page 379 and Probate Minutes 28, Page 965.
6. Declaration of Easements, Protective Covenants and Restrictions for Crosscreek Cove, a Residential Subdivision and the Bylaws of Crosscreek Homeowners' Association, Inc. attached thereto, recorded as Instrument No. 20031216000807520.

**TO HAVE AND TO HOLD** the described premises to said GRANTEE, its successors and assigns, forever.

The full consideration quoted above was paid from a mortgage loan closed simultaneously herewith.

GRANTOR makes no warranty or covenant respecting the nature of or the quality of title to the property hereby conveyed other than that the GRANTOR has neither permitted or suffered any lien, encumbrance or adverse claim to the property described herein since the date of acquisition thereof by GRANTOR, except for the Permitted Exceptions referenced herein.

**IN WITNESS WHEREOF**, Gibson & Anderson Construction, Inc., GRANTOR, has caused its duly authorized officers to hereunto set their signatures as the act of such GRANTOR, this the 6th day of April, 2004.

**GIBSON & ANDERSON  
CONSTRUCTION, INC.**  
an Alabama corporation

By: \_\_\_\_\_

Earl M. Gibson  
Its President

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Earl M. Gibson, whose name as President of Gibson & Anderson Construction, 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 6<sup>th</sup> day of April, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 15, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

