


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:

Build-All Construction, Inc.
2055 Highway 93
Maylene, AL 35114

STATUTORY WARRANTY DEED


20040426000213330 Pg 1/2 15.00
Shelby Cnty Judge of Probate, AL
04/26/2004 10:18:00 FILED/CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of FIVE HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED and No/100 DOLLARS (\$541,500.00) 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 **BUILD-ALL CONSTRUCTION, INC.**, an Alabama corporation (hereinafter, the "GRANTEE"), the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, and 32 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 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.

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 1 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 1st 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

PETER E. BARBER
Notary Public
STATE OF ALABAMA