

STATUTORY WARRANTY DEED

STATE OF ALABAMA)

SHELBY COUNTY)

3,077,855.11

COLONIAL PROPERTIES SERVICES, INC., an Alabama corporation ("Grantor") owns certain property in Shelby County, Alabama;

WHEREAS, Grantor hereby executes the following deed so as to convey the property described herein to McWHORTER PROPERTIES – ALABASTER, L.L.C., an Alabama limited liability company ("Grantee").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars and other good and valuable consideration, in hand paid by the Grantee herein, the receipt of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real estate, situated in Shelby County, Alabama, to-wit:

See Exhibit "A" which is attached hereto and incorporated herein by reference.

SUBJECT TO:

1. Taxes for the year 2004 which are not yet due and payable.
2. Those matters appearing on Exhibit "B" which is attached hereto and incorporated herein by reference.
3. Repurchase rights set forth on Exhibit "C".

TO HAVE AND TO HOLD said property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof to said Grantee its successors and assigns forever.

All of the proceeds for payment herein are derived from a mortgage loan closed simultaneously herewith and which mortgage is being recorded on the date reflected herein.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on this 7th day of May, 2004.

COLONIAL PROPERTIES SERVICES, INC.

By: [Signature]

Its: VP

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Bryan Ratledge, whose name as VP of Colonial Properties Services, Inc., is signed to the foregoing document, 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 7 day of May, 2004.

[Signature]
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
JANUARY 15, 2008

Prepared by:

Bradley G. Siegal
Leitman, Siegal & Payne, P.C.
600 North 20th Street, Suite 400
Birmingham, Alabama 35203

Send Tax Notice to:

McWhorter Properties – Alabaster, L.L.C.
1200 Walnut Avenue
Anniston, Alabama 36201

LEGAL DESCRIPTION

A parcel of land situated in the South 1/2 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2337.92 feet to a point at the intersection of said Section line and the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence $37^{\circ}21'23''$ to the right in a Northwesterly direction along said Right-of-Way line a distance of 240.61 feet to a concrete Right-of-Way monument; thence $1^{\circ}35'30''$ to the left in a Northwesterly direction along said Right-of-Way line a distance of 49.67 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last described course and along said Right-of-Way line a distance of 450.05 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence $28^{\circ}21'35''$ to the right in a Northwesterly direction along said Easterly Right-of-Way line of Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence $27^{\circ}44'36''$ to the right in a Northerly direction along said Right-of-Way line a distance of 519.07 feet to a point; thence $65^{\circ}47'12''$ to the right in a Northeasterly direction (leaving said Right-of-Way line) a distance of 477.04 feet to a point; thence $75^{\circ}20'35''$ to the right in a Southeasterly direction a distance of 205.52 feet to the P.C. (point of curve) of a curve to the right having a radius of 1500.00 feet and a central angle of $25^{\circ}50'16''$; thence in a Southeasterly and Southerly direction along the arc of said curve a distance of 676.43 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 25.00 feet and a central angle of $91^{\circ}56'33''$; thence in a Southerly, Southwesterly and Westerly direction along the arc of said curve a distance of 40.12 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Westerly direction a distance of 28.42 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angle of $17^{\circ}16'02''$; thence in a Westerly and Southwesterly direction along the arc of said curve a distance of 158.22 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 90.75 feet to the P.C. (point of curve) of a curve to the left having a radius of 225.00 feet and a central angle of $45^{\circ}33'32''$; thence in a Southwesterly direction along the arc of said curve a distance of 178.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 72.60 feet to the P.C. (point of curve) of a curve to the right having a radius of 62.00 feet and a central angle of $8^{\circ}48'01''$; thence in a Southwesterly direction along the arc of said curve a distance of 9.52 feet to the POINT OF BEGINNING.

Containing 613,143 Square Feet or 14.076 Acres.

EXHIBIT "B"

1. Right of Way granted to Alabama Power Company by instrument(s) recorded in Deed Book 48, Pages 584 and 617; Deed Book 107, Pages 133, 140 and 143; Deed Book 130, Pages 52, 86, 89, 91, 92, 93 and 94; Deed Book 145, Page 297; Deed Book 169, Page 335; Deed Book 180, Page 36; Deed Book 181, Pages 212 and 229; Deed Book 207, Pages 669, 676 and 677; Deed Book 210, Pages 114, and 125; Deed Book 250, Page 852 and Deed Book 262, Page 750.
2. Denial of all existing, future, or potential common law or statutory rights of access between subject property and I-65.
3. Restrictions as to uses declared in that certain I-65, Exit 238 Redevelopment Plan adopted by the City of Alabaster, Alabama, as may be amended from time to time, as set out on deed recorded in Instrument # 20040218000085110; Instrument # 20040218000085140; Instrument # 20040211000072140 and Instrument # 20040218000085080. The Proposed Retail Development set out in Proposed Site Plan dated April 1, 2004, will not cause a violation of the Restrictive Covenants set out in item 13 herein.
4. Encroachment of 1 Story Frame house over Southerly lot line, sanitary sewer, water mains and lines, power lines and poles, telephone lines, telephone pull box, gas lines and other utilities as shown on Survey of Walter Schoel Engineering, dated March 26, 2004.

EXHIBIT "C"

20040507000243200 Pg 5/5 24.00
Shelby Cnty Judge of Probate, AL
05/07/2004 15:53:00 FILED/CERTIFIED

Seller's Right of Repurchase. If Buyer's Commencement of Construction has not occurred within twenty-four (24) months after completion of Seller's Site Work Improvements, Seller shall have the continuing option, without obligation, to repurchase the Property (the "Repurchase Option") for an amount equal to the sum of the Purchase Price plus any monies paid by Buyer to Seller relative to Seller's Site Work Improvements (the "Repurchase Price"). If Seller chooses to exercise the Repurchase Option, Buyer shall be responsible for all reasonable costs of remediation of any environmental contamination (to the levels required by all applicable environmental laws) that occurred while the Property was in Buyer's possession except for any contamination caused solely by Seller or its contractors or agents. Once Commencement of Construction occurs, then the Repurchase Option will terminate and shall thereafter be null and void. As used herein, "Buyer's Commencement of Construction" means that Buyer has satisfied the following conditions: (i) Buyer has obtained all then applicable building permits for the construction of the Lowe's Improvements (as hereinafter defined), and (ii) Buyer has commenced the excavation and grading work associated with the Lowe's Improvements. The reconveyance of the Property from Buyer to Seller or its designee shall be by Special or Limited Warranty Deed, in a form mutually acceptable to Buyer and Seller (if the form cannot be agreed to, then the form deed promulgated by the State Bar of Alabama will be used). Such reconveyance shall be subject only to encumbrances set forth in the Deed and matters set forth on the subdivision plat filed in connection with the Property. At the closing of such repurchase, Buyer shall pay the cost of an owner policy of title insurance in favor of Seller or its designee issued in the amount of the Repurchase Price, together with all other normal and customary closing costs; provided, however, Seller must pay the cost of an updated survey of the Property if one is required. In addition, the repurchase shall be subject to prorations relating to taxes for the Property for the year in which the repurchase occurs, such proration to occur in the manner described in this Agreement. Seller and Buyer hereby agree that the terms of the Repurchase Option will run with the land, be binding upon Buyer and its successors and assigns, and be included in the Deed. The Deed will obligate Seller to execute and deliver a recordable release of the Repurchase Option upon its termination.