

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

CAHABA VALLEY MILLWORK,
INC.,

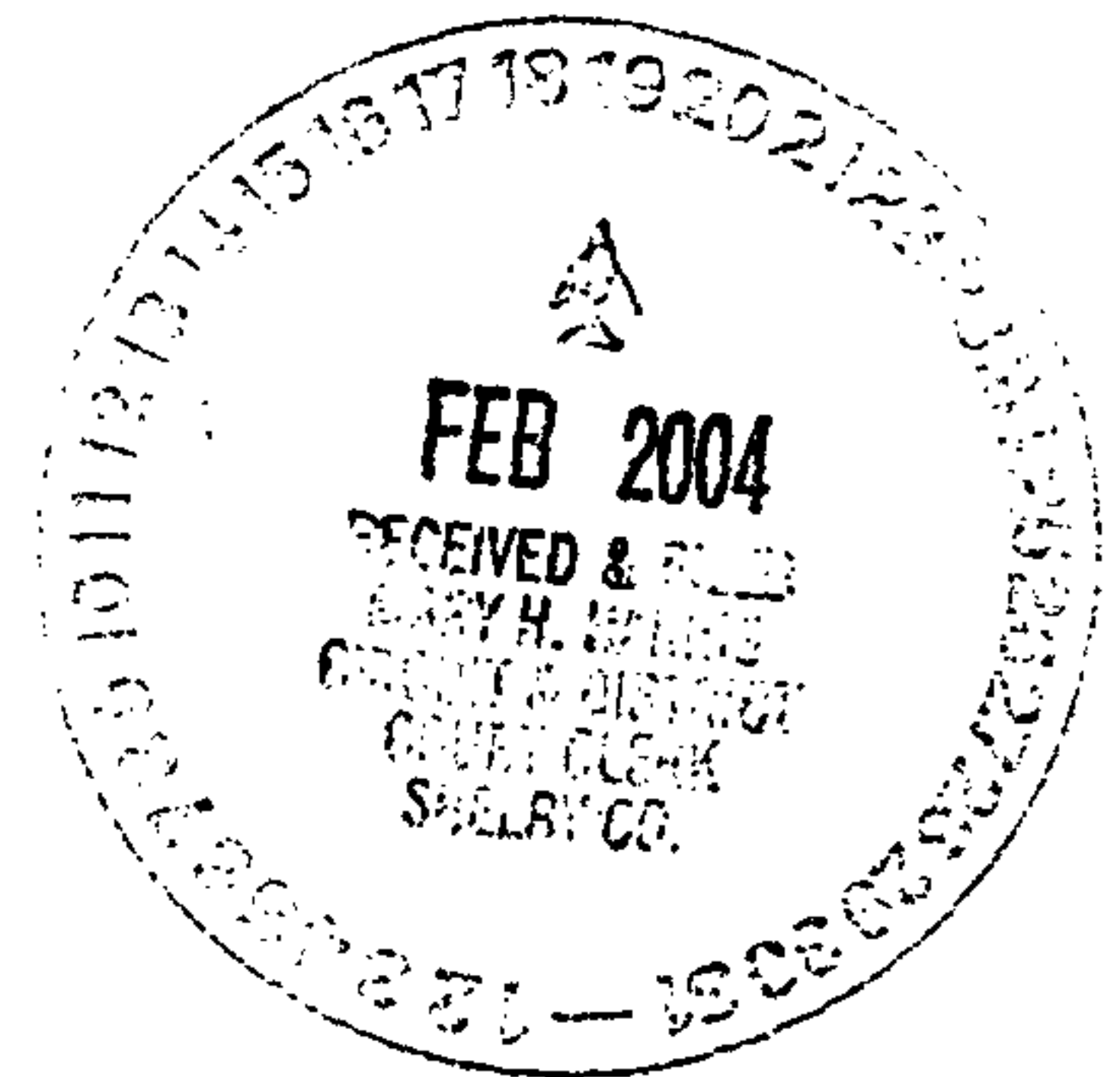
Plaintiff,

v.

ANDERSON HOMES, INC., et al.,

Defendants,

Case No.: CV-1999-015

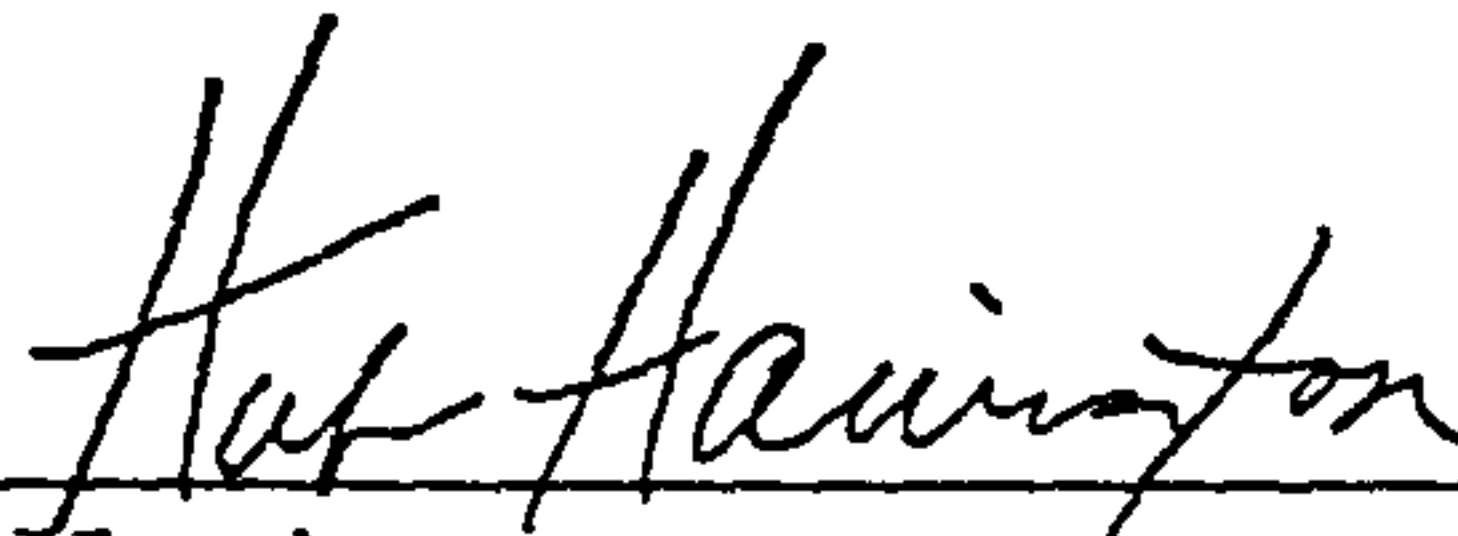


ORDER

The Court having been advised that this case has settled and, pursuant to the attached Findings of Fact and Conclusions of Law, hereby dismisses it, with prejudice, with all parties to bear their own costs.

Counsel for the Andersons is ordered to file a copy of this Order and the Findings of Fact and Conclusions of Law with the Probate Office of Shelby County, Alabama, with a filed and stamped copy sent to all other parties.

Done this 19TH day of February, 2004.


Hub B. Harrington
Circuit Judge

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INC.,

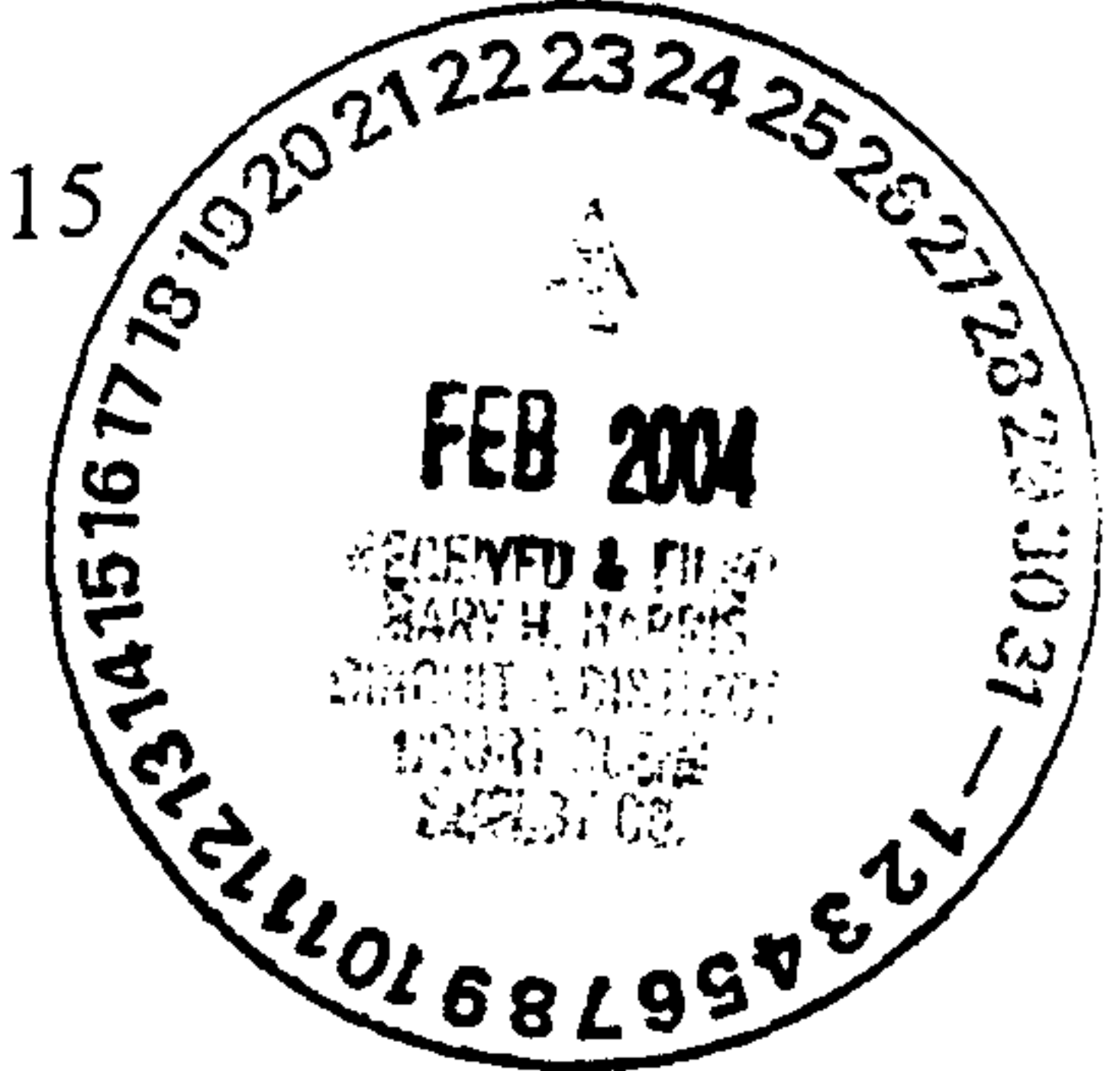
Plaintiff,

v.

ANDERSON HOMES, INC., et al.,

Defendants,

Case No.: CV-1999-015



FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court having been advised by all parties to this litigation that it has been settled hereby enters the following findings of fact and conclusions of law:

FINDINGS OF FACT

1. The deed purportedly signed by Thomas C. Anderson and Jacquelyn S. Anderson ("Andersons" or "Mr. Anderson" or "Mrs. Anderson") on November 13, 1997, conveying property commonly known as 1014 River Highlands Circle, Birmingham, Alabama 35244, and legally described as Lot 38, according to the survey of River Highlands, as recorded in Map Book 19, Page 11, in the Probate Court of Shelby County, Alabama, to Cahaba Valley Millworks ("Cahaba") was the result of mistake or inadvertence and was never intended to be a deed conveying the Andersons' home to Cahaba.

2. The purpose for the purported deed was to collateralize a debt owed by Mr. Anderson to Cahaba. Mrs. Anderson was never legally obligated to Cahaba for the payment

of any monies. Therefore, there was an absolute lack of consideration flowing to Mrs. Anderson and no meeting of the minds between the parties.

3. The purported deed, as a matter of fact, was void from its inception due to mistake, inadvertence, lack of consideration to Mrs. Anderson and in the absence of a meeting of the minds.

4. Mr. Anderson and Cahaba have settled the differences between them and have advised this Court that all parties agree that the case should be dismissed with prejudice and that all parties will bear their own costs.

CONCLUSIONS OF LAW

The purported deed referred to above was a nullity and *void ab initio* for the reasons set forth in the Findings of Fact and legal title to the said property described above remained in the name of the Andersons at all times.

This case is to be dismissed, by separate order, with all parties to bear their own costs.

Done this 19TH day of FEBRUARY, 2004.



Hub B. Harrington
Circuit Judge

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Shelby Cnty Judge of Probate, AL
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