

STATE OF ALABAMA)
SHELBY AND JEFFERSON COUNTIES)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for the sum of One Dollar (\$1.00) and other due, good and valuable consideration to the undersigned grantor, W. M. HUMPHRIES CONSTRUCTION COMPANY, INC. and W. M. HUMPHRIES ENTERPRISES, INC. (the "Grantor"), in hand paid by BIRMINGHAM TRUST NATIONAL BANK (the "Grantee"), the receipt and sufficient of which are hereby acknowledged by Grantor, and in further consideration of the covenants, agreements, warranties and representations hereinafter set forth, the undersigned Grantor does by these presents, grant, bargain, sell, assign, transfer and convey unto Grantee, its successors and assigns, the real estate described in Exhibit "A" attached hereto and expressly incorporated herein by reference and made a part hereof, situated in Shelby and Jefferson Counties, Alabama.

Grantor represents, warrants, covenants and agrees with Grantee as follows:

(1) Grantor is in default in the payment of Grantor's indebtedness to Grantee (the "Indebtedness") secured by various notes and mortgages described in Exhibit "B" attached hereto and made a part hereof (the "Notes" and "Mortgages," respectively); and Grantor has requested that Grantee accept this deed in consideration of Grantee's agreement to treat the Notes as being non-recourse (the "Non-recourse Agreement"), such that Grantee will not seek any personal judgment against Grantor on the Notes or Mortgages (by direct action or by deficiency judgment after foreclosure or otherwise). PROVIDED, HOWEVER, that: (a) such Non-recourse Agreement is subject to all of the warranties made by Grantor in this deed and in an agreement between Grantor and Grantee dated March 30,

Return to:

J. Fred Powell
Thomas, Taliaferro, Forman, Burr & Murray
1600 Bank Savings Bldg.

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1981, and if any such warranty is breached by Grantor, then the Non-recourse Agreement shall become void to the extent of any damages sustained by Grantee as a result of such breach and to the extent of any lien, encumbrance, or other claim against Grantor or the premises which is or becomes senior or prior to the title of Grantee acquired hereunder, such damages, liens, encumbrances and claims to include all attorney's fees and costs incurred by Grantee arising from any such breach and in prosecuting or defending any suit arising from any such breach, including any appeal therefrom; and (b) acceptance of this deed shall in no wise affect or diminish Grantee's rights and remedies against Grantor to collect that portion of the Indebtedness equal to the damages, liens, encumbrances and claims specified in paragraph 1(a) above, including attorney's fees and costs.

(2) This deed is not, nor is it intended to be, a deed in lieu of foreclosure of the Mortgage, but is instead an absolute deed for full, due, good, valuable, and sufficient consideration.

(3) No merger of title shall exist or occur as a result of this conveyance, and the Mortgages and Notes shall remain outstanding, unaffected by this conveyance, securing the total Indebtedness, and the Mortgages shall be subject to foreclosure according to its terms and under law by the holder thereof.

(4) This conveyance is not given as a preference against other creditors of Grantor; and the Indebtedness is in excess of the fair market value of the property conveyed hereunder.

(5) This deed is given as a result of Grantor's request that Grantee accept the same and constitutes Grantor's free and voluntary act.

(6) Grantor, in executing this deed, is not acting under any duress, undue influence, misapprehension or misrepresentation by Grantee, and it is the intention of

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Grantor to convey by this deed all of Grantor's right, title and interest absolutely in and to said premises, with no rights whatsoever remaining in Grantor or their heirs, administrators, executors, successors, representatives, or assigns pertaining to said property.

This conveyance is made SUBJECT to the following: (1) the Mortgages described hereinabove; (2) easements and rights of way of record; and (3) those matters specified in Exhibit "A" hereto.

TO HAVE AND TO HOLD to Grantee, its successors and assigns forever. And Grantors, for themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant with Grantee, its successors and assigns, that they are lawfully seized in fee simple of said premises, that they are free and clear from all liens, encumbrances and claims, that they have a good right to sell and convey the same as aforesaid, and that they will, and their heirs, successors and assigns shall, forever warrant and defend the same with the appurtenances thereunto belonging unto Grantee, its successors and assigns forever, against the lawful claims of all persons.

This deed has been executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Grantors have caused this instrument to be properly executed by their duly authorized officers on this 8th day of April, 1981.

W. M. HUMPHRIES CONSTRUCTION
COMPANY, INC.

By [Signature]
Its V.P.

W. M. HUMPHRIES ENTERPRISES, INC.

By [Signature]
Its Pres.

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W.M. Humphries, whose name as Vice President of W. M. Humphries Construction Company, 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 of the instrument, 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 8th day of April, 1981.

Sandra D. Bridgman
Notary Public 6-15-82

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that W.M. Humphries, whose name as _____ President of W. M. Humphries Enterprises, 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 of the instrument, 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 8th day of April, 1981.

Sandra D. Bridgman
Notary Public 6-18-82

This instrument was prepared by J. Fred Powell, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

PARCEL I

Property located in Jefferson County, Alabama, Bessemer Division:

A part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 19 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows: Begin at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence in a Westerly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 620.57 feet; thence 88 degrees 31 minutes right in a Northerly direction a distance of 60 feet; thence 23 degrees right in a Northeasterly direction a distance of 134 feet; thence 18 degrees 29 minutes right in a Northeasterly direction a distance of 175.04 feet; thence 11 degrees 55 minutes left in a Northeasterly direction a distance of 233.01 feet; thence 9 degrees 44 minutes 07 seconds left in a Northeasterly direction a distance of 240.84 feet; thence 21 degrees 10 minutes 53 seconds left in a Northerly direction a distance of 416.12 feet; thence 90 degrees left in a Westerly direction a distance of 72.13 feet; thence 90 degrees right in a Northerly direction a distance of 150.0 feet; thence 90 degrees right in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 308.63 feet to the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence in a Southerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1316.70 feet to the point of beginning.

The North half (N $\frac{1}{2}$) of the North half (N $\frac{1}{2}$) of Section 6, Township 20 South, Range 3 West.

EXCEPT 3 acres, more or less, lying Southwest of a paved road in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and as described in deed from William Albert Belcher, et al, to R. E. Chafin and Pauline Chafin, in Real Volume 44, page 190, more particularly described as follows:

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 20 South, Range 3 West, situated in Jefferson County, Alabama being all that part of said quarter-quarter section lying Southeast of a paved road.

EXCEPT Russet Woods, First Sector as recorded in Map Book 20 page 84, Jefferson County, Bessemer Division, Alabama.

EXCEPT that portion of the properties lying west of Guyton Road.

EXCEPT The following lots located in the Second Sector of Russet Woods as recorded in Map Book 21 page 24, in the Bessemer Division of Jefferson County, Alabama.

Lot 6, Block 1
Lot 13, Block 1
Lot 12, Block 2
Lot 19, Block 2
Lot 20, Block 2
Lot 8, Block 3
Lot 9, Block 3

Lot 5, Block 4
Lot 12, Block 4
Lot 15, Block 4
Lot 16, Block 4
Lot 17, Block 4
Lot 12, Block 5
Lot 19, Block 6

EXCEPT that part of Lot 3, Block 1 of Russet Woods-Second Sector, recorded in Map Book 21, page 24 in the Office of the Probate Judge, Bessemer Division, in Jefferson County, Alabama, more particularly described as follows:

Begin at the most Northerly corner of said Lot 3; thence in a Southwesterly direction, along the Northwest line of said Lot 3, a distance of 158.32 feet; thence 156 degrees 26 minutes 35 seconds right, in a Northeasterly direction, a distance of 80.92 feet, thence 44 degrees 34 minutes 52 seconds right, in a Northeasterly direction, a distance of 90.14 feet to the point of beginning.

PARCEL II

Lot 88, according to Chandalar South, Second Sector as recorded in Map Book 6, page 12 in the Probate Office of Shelby County, Alabama.

Lots 195 and 196, according to Chandalar South, Fifth Sector as recorded in Map Book 6, page 146 in the Probate Office of Shelby County, Alabama.

Lots 221, 222, 223, 227, 231, 232, 233, 234, 235, 275, 297, 298, 300, 302, 303, 304, 305, 306, 307, 308, 309, 310, 323, 324, 326, 327, 328, 329, and 333 according to Chandalar South, Sixth Sector as recorded in Map Book 7, page 49 in the Probate Office of Shelby County, Alabama.

Lots 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 267, 268, 269, 270, 271, 272, 282, 283, 284, 286, 312, 313, 314, 315, 316, 319, 320, 321, and 322 according to Chandalar South, Sixth Sector Addition as recorded in Map Book 7, page 50 in the Probate Office of Shelby County, Alabama.

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Lands located in parts of Sections 1 and 12, Township 20 South, Range 3 West, Shelby County, Alabama, as follows: In Section 1, Township 20 South, Range 3 West; the North 1/4, the South 1/2 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Northwest diagonal 1/2 of the Southeast 1/4 of the Northeast 1/4, the East 1/2 of the Northwest 1/4, of the Southwest 1/4, the East 1/2 of the Southwest 1/4 and West 1/2 of the Southeast 1/4, in Section 12, Township 20 South, Range 3 West; all of the Northwest 1/4 of the Northeast 1/4 lying Northwest of the Northwest right of way boundary of U. S. Highway 31.

Less and except the following described parcels of land.

EXCEPT that part of the Northwest 1/4 of Section 1, lying Northwest of the Northwest right of way boundary of Helena Road.

EXCEPT that part of the Northwest 1/4 of the Northwest 1/4 of Section 1, more particularly described as follows: Commence at the Northwest corner of said Section 1, thence in a Southerly direction along the West line of said Section 1 a distance of 534.2 feet to the point of beginning; thence continue along last described course a distance of 325.3 feet; thence 120° left in a Northeasterly direction a distance of 427.0 feet; thence 110° 43' 30" left in a Northwesterly direction a distance of 383.2 feet; thence 100° 07' left in a Southwesterly direction a distance of 150.0 feet to the point of beginning.

EXCEPT that part of the East 1/2 of Section 1, more particularly described as follows: Begin at the Northeast corner of said Section 1, thence South along the East line of said Section a distance of 1326.0 feet, thence 45° 51' right in a Southwesterly direction a distance of 2025.0 feet, thence 90° right in a Northwesterly direction a distance of 662.0 feet, thence 81° 04' right in a Northeasterly direction a distance of 663.0 feet; thence 90° left in a Northwesterly direction a distance of 500.0 feet, thence 90° right in a Northeasterly direction a distance of 1807.34 feet to the North line of said Section 1, thence 55° right in an Easterly direction a distance of 844.43 feet to the point of beginning.

EXCEPT a parcel of land located in the Southwest 1/4 of the Northeast 1/4 of said Section 1, more particularly described as follows: Commence at the Northeast corner of said 1/4-1/4 section, thence in a Southerly direction along the East line of said 1/4-1/4 section a distance of 434.70 feet, thence 90° right in a Westerly direction a distance of 207.69 feet to the point of beginning; thence 36° 57' 45" right in a Northwesterly direction a distance of 250.0 feet; thence 90° left in a Southwesterly direction a distance of 120.0 feet, thence 90° left in a Southeasterly direction a distance of 140.0 feet, thence 90° right in a Southwesterly direction a distance of 55.0 feet, thence 90° left in a Southeasterly direction a distance of 110.0 feet, thence 90° left in a Northeasterly direction a distance of 175.3 feet to the point of beginning.

EXCEPT a tract of land known as Chandalar South Townhouses, as more particularly described in Miscellaneous Book 6, Page 823 (which includes a 60 foot easement), in the Office of the Judge of Probate of Shelby County, Alabama.

EXCEPT a parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the said 1/4-1/4 section; thence in a Southerly direction along the East line of said 1/4-1/4 section a distance of 469.3 feet to the intersection of the

(Continued on next page)

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Northwest right of way line of U. S. Highway 31, thence 27° 24' right in a Southwesterly direction along said right of way line a distance of 438.95 feet to the point of beginning; thence continue along last described course a distance of 75.05 feet, thence 90° right in a Northwesterly direction a distance of 180.0 feet, thence 77° 18' 39" right in a Northerly direction a distance of 181.99 feet, thence 122° 27' 21" right and being tangent to a curve to the left, said curve having a central angle of 19° 46' and a radius of 230.57 feet, thence along arc of said curve in a Southeasterly direction a distance of 79.55 feet to end of said curve and the beginning of a curve to the right, said curve having a central angle of 57° 19' 22" and a radius of 164.0 feet, thence along arc of said curve in a Southeasterly direction a distance of 164.08 feet to end of said curve and the beginning of a curve to the right, said curve having a central angle of 32° 40' 38" and a radius of 25.0 feet, thence along arc of said curve in a Southerly direction a distance of 14.26 feet to end of said curve and the point of beginning.

EXCEPT a parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, more particularly described as follows: Commence at the Southwest corner of said 1/4-1/4 section, thence in a Easterly direction along the South line of said 1/4-1/4 section, a distance of 627.4 feet to the point of beginning; thence continue along last described course a distance of 255.0 feet to the intersection of the Northwest right of way line of U. S. Highway 31, thence 64° 08' 15" left along said right of way in a Northeasterly direction a distance of 144.47 feet, thence 115° 51' 45" left in a Westerly direction a distance of 318.02 feet, thence 90° left in a Southerly direction a distance of 130.0 feet to the point of beginning.

EXCEPT a parcel of land located in the SW 1/4 of the SE 1/4 of Section 1, Township 20 South Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said 1/4-1/4 section; thence in a Northerly direction along the East line of said 1/4-1/4 section a distance of 715.76 feet to the point of beginning; thence continue along last described course a distance of 265.0 feet, thence 90 degrees left in a Westerly direction a distance of 429.03 feet, thence 32 degrees 43' 15" left in a Southwesterly direction a distance of 448.16 feet, thence 90 degrees left in a Southeasterly direction a distance of 228.05 feet, thence 90 degrees left in a Northeasterly direction a distance of 110.0 feet to the beginning of a curve to the right, said curve having a central angle of 90 degrees and a radius of 108.05 feet, thence 90 degrees left, measured to tangent of said curve, in a Northwesterly to Northeasterly direction along arc of said curve a distance of 169.72 feet to end of said curve, thence continue in a Northeasterly direction a distance of 66.08 feet to the beginning of a curve to the right, said curve having a central angle of 8 degrees 04' 30" and a radius of 370.64 feet, thence along arc of said curve in a Northeasterly direction a distance of 52.24 feet, thence 90 degrees right, measured from tangent of said curve, in a Southeasterly direction a distance of 171.69 feet, thence 65 degrees 21' 15" left in an Easterly direction a distance of 257.68 feet, thence 90 degrees left in a Northerly direction a distance of 45.0 feet, thence 90 degrees right in an Easterly direction a distance of 110.0 feet to the point of beginning. Said parcel contains 187,768.733 square feet = 4.311 acres.

EXCEPT Chandalar South First Sector as recorded in Map Book 5, Page 106, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Second Sector as recorded in Map Book 6, Page 12, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Third Sector as recorded in Map Book 6, Page 68, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Fourth Sector as recorded in Map Book 6, Page 69, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Fifth Sector as recorded in Map Book 6, Page 146, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Sixth Sector as recorded in Map Book 7, Page 49, in the Probate Office of Shelby County, Alabama.

EXCEPT Chandalar South Sixth Sector Addition as recorded in Map Book 7, Page 50, in the Probate Office of Shelby County, Alabama.

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EXCEPT a parcel of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, known as, or to be known as, Lot 4, of Chandalar South Office Park, more particularly described as follows: Commence at the Northeast corner of said quarter-quarter section; thence in a Southerly direction along the East line of said quarter-quarter section a distance of 190.0 feet to the point of beginning; thence continue along last described course a distance of 200 feet; thence 90 deg. right in a Westerly direction a distance of 220.0 feet; thence 93 deg. 51' 19" right, in a Northeasterly direction, a distance of 163.70 feet to a point on a curve to the left, said curve having a radius of 50.0 feet and a central angle of 132 deg. 50'; thence 128 deg. 58' 41" right, measured to tangent of said curve; thence along arc of said curve a distance of 115.92 feet; thence 90 deg. right measured from tangent of said curve, in an Easterly direction, a distance of 125.0 feet to point of beginning of said exception.

EXCEPT Lot 4 of Chandalar South Office Park as recorded in Map Book 6, Page 135, of the Probate Office of Shelby County, Alabama and Lot 8-A of the resurvey of Lots 7, 8, and 9 Chandalar South Office Park as recorded in Volume 7, Page 164, in the Probate Office of Shelby County, Alabama.

EXCEPT A parcel of land located in the North $\frac{1}{2}$ of the North-west $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 1; thence in an Easterly direction, along the North line of said Section 1, a distance of 33.48 feet to the Point of Beginning; thence continue along last described course a distance of 284.56 feet; thence 100 degrees 16 minutes 20 seconds right, in a Southwesterly direction, a distance of 276.19 feet; thence 34 degrees 25 minutes 30 seconds right, in a Southwesterly direction, a distance of 262.37 feet to a point on the Northeasterly Right of Way Line of North Chandalar Drive, said point being on a curve to the right, said curve having a radius of 610.41 feet and a central angle of 3 degrees 17 minutes 14 seconds; thence 86 degrees 42 minutes 46 seconds right, to tangent of said curve; thence along arc of said curve, along said Right of Way Line, in a Northwesterly direction, a distance of 35.02 feet to end of said curve; thence continue along said Right of Way Line, in a Northwesterly direction, a distance of 215.0 feet to the beginning of a curve to the left, said curve having a radius of 195.61 feet and a central angle of 8 degrees 49 minutes 19 seconds; thence along arc of said curve, in a Northwesterly direction, a distance of 30.12 feet to end of said curve; thence 98 degrees 49 minutes 19 seconds right, from tangent of said curve, in a Northeasterly direction, a distance of 122.31 feet; thence 17 degrees 12 minutes 45 seconds left, in a Northeasterly direction, a distance of 108.19 feet; thence 17 degrees 12 minutes 45 seconds left, in a Northeasterly direction, a distance of 82.08 feet to the Point of Beginning. Said parcel contains 2.77 Acres.

EXCEPT A parcel of land located in the West 1/2 of the North-
west 1/4 of Section 1, Township 20 South, Range 3 West, Shelby
County, Alabama, more particularly described as follows:
Commence at the Southwest corner of the Southwest 1/4 of the
Northwest 1/4 of said Section 1; thence in a Northerly direc-
tion, along the West line of said Section 1, a distance of
786.58 feet; thence 26 degrees 02 minutes 50 seconds right,
in a Northeasterly direction, a distance of 401.84 feet;
thence 18 degrees 45 minutes right, in a Northeasterly direc-
tion, a distance of 229.37 feet to the Point of Beginning;
thence 10 degrees 15 minutes left, in a Northeasterly direc-
tion, a distance of 146.98 feet; thence 10 degrees 15 minutes
left, in a Northeasterly direction, a distance of 209.68 feet
to a point on the Southwesterly Right of Way Line of an
Alabama Power Company Transmission Line Easement; thence
100 degrees 49 minutes 10 seconds right, in a Southeasterly
direction along said Right of Way Line, a distance of 101.36
feet; thence 21 degrees 20 minutes 30 seconds right, in a
Southeasterly direction along said Right of Way Line, a
distance of 213.15 feet; thence 57 degrees 50 minutes 20 sec-
onds right, in a Southwesterly direction, a distance of
202.51 feet; thence 20 degrees 30 minutes right, in a South-
westerly direction, a distance of 125.32 feet; thence 90
degrees right, in a Northwesterly direction, a distance of
280.0 feet to the Point of Beginning.

Said parcel contains 2.32 Acres.

EXCEPT A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the most Southerly corner of Lot 12, Block 1 of Amended Map of Wildewood Village, as recorded in Map Book 8, Page 3 in the office of the Probate Judge in Shelby County, Alabama; thence in a Northwesterly direction, along the Southwesterly line of said Lot 12, a distance of 115.0 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 210.25 feet; thence 38 degrees 35 minutes left, in a Southerly direction, a distance of 184.07 feet to the Point of Beginning; thence 62 degrees 05 minutes 50 seconds left, in a Southeasterly direction, a distance of 114.0 feet; thence 21 degrees 20 minutes 30 seconds right, in a Southeasterly direction, a distance of 160.72 feet; thence 66 degrees 37 minutes 18 seconds right, in a Southwesterly direction, a distance of 234.23 feet; thence 113 degrees 22 minutes 42 seconds right, in a Northwesterly direction, a distance of 213.15 feet; thence 21 degrees 20 minutes 30 seconds left, in a Northwesterly direction, a distance of 101.36 feet; thence 97 degrees 23 minutes 09 seconds right, in a Northeasterly direction, a distance of 216.80 feet to the Point of Beginning.

Said parcel contains 1.454 Acres.

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EXCEPT A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the most Southerly corner of Lot 12, Block 1 of Amended Map of Wildewood Village, as recorded in Map Book 8, Page 3 in the office of the Probate Judge in Shelby County, Alabama; thence in a Northwesterly direction, along the Southwesterly line of said Lot 12, a distance of 115.0 feet to the most Westerly corner of said Lot 12; thence 90 degrees left, in a Southwesterly direction, a distance of 210.25 feet; thence 38 degrees 35 minutes left, in a Southerly direction, a distance of 184.07 feet; thence 62 degrees 05 minutes 50 seconds left, in a Southeasterly direction, a distance of 114.0 feet; thence 21 degrees 20 minutes 30 seconds right, in a Southeasterly direction, a distance of 160.72 feet; thence 100 degrees 39 minutes 40 seconds left, in a Northeasterly direction, a distance of 119.19 feet; thence 38 degrees 35 minutes left, in a Northerly direction, a distance of 167.0 feet; thence 33 degrees 42 minutes 15 seconds right, in a Northeasterly direction, a distance of 7.30 feet; thence 4 degrees 52 minutes 45 seconds right, in a Northeasterly direction, a distance of 125.75 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 115.0 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 20.0 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 50.0 feet to the Point of Beginning. Said parcel contains 2.51 Acres.

EXCEPT A parcel of land located in the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said 1/4 - 1/4 Section; thence in a Northerly direction, along the West line of said 1/4 - 1/4 Section, a distance of 533.47 feet to the Point of Beginning; thence continue along last described course, along said West line, a distance of 253.11 feet; thence 26 degrees 02 minutes 50 seconds right, in a Northeasterly direction, a distance of 401.84 feet; thence 18 degrees 45 minutes right, in a Northeasterly direction, a distance of 229.37 feet; thence 90 degrees right, in a Southeasterly direction, a distance of 280.0 feet; thence 90 degrees right, in a Southwesterly direction, a distance of 105.0 feet; thence 9 degrees 22 minutes 30 seconds left, in a Southwesterly direction, a distance of 149.02 feet; thence 9 degrees 22 minutes 30 seconds left, in a Southwesterly direction, a distance of 145.09 feet; thence 13 degrees 01 minute 25 seconds left, in a Southwesterly direction, a distance of 131.75 feet; thence 13 degrees 01 minute 15 seconds left, in a Southerly direction and parallel to the West line of said 1/4 - 1/4 Section, a distance of 20.72 feet; thence 90 degrees right, in a Westerly direction, a distance of 280.0 feet to the Point of Beginning. Said parcel contains 5.0 Acres.

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CEPT Wildewed Village as recorded in Map Book 7, Page 155, in the Probate Office of Shelby County, Alabama.

CEPT:

Description of a parcel of land situated in the northwest quarter of the north-east quarter of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

From the southwest corner of said northwest quarter of northeast quarter run thence in an easterly direction along the south line of said quarter-quarter section for a distance of 627.74 feet; thence turn an angle to the left of $9^{\circ}-58'-40''$ and run in a northerly direction for a distance of 130.00 feet (recorded) 130.10 feet (measured); thence turn an angle to the right of $90^{\circ}-00'-00''$ (recorded) $90^{\circ}-00'-25''$ (measured) and run in an easterly direction for a distance of 318.02 feet (recorded) 318.04 feet (measured) to the westerly right-of-way of US highway #31; thence turn an angle to the left of $64^{\circ}-08'-15''$ (recorded) $4^{\circ}-07'-50''$ (measured) and run in a northeasterly direction along said westerly right-of-way line of said US highway #31 for a distance of 169.26 feet to the point of beginning of the parcel herein described; thence continue northeasterly along the same course as before along the westerly right-of-way line of US highway #31 for a distance of 125.00 feet; thence turn an angle to the left of 90° and run in a northwesterly direction for a distance of 180.00 feet; thence turn an angle to the left of $76^{\circ}-13'-03''$ (recorded) $76^{\circ}-12'-54''$ (measured) and run in a southwesterly direction for a distance of 128.71 feet (recorded) 128.72 feet (measured); thence turn an angle to the left of $103^{\circ}-46'-57''$ (recorded) $103^{\circ}-47'-50''$ (measured) and run southeasterly for a distance of 210.66 feet (recorded) 210.67 feet (measured) to the point of beginning. Said parcel contains 0.56 acres, more or less.

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Description of a parcel of land situated in the West half of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows:

Begin at the southernmost corner of Lot 202, Chandalar South 5th Sector, as recorded in map book 6, page 146, in the Office of the Judge of Probate of Shelby County, Alabama; run thence in a northeasterly direction along the south line of said Lot 202 for a distance of 69.58 feet to the Alabama Power Company transmission line easement; thence turn an angle to the right of $88^{\circ}-36'-30''$ and run in a southerly direction along the West line of said Alabama Power Company transmission line easement for a distance of 270.64 feet to the northeast corner of Lot 135 of Chandalar South 3rd Sector as recorded in map book 6 on page 68 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of $129^{\circ}-18'-30''$ and run in a northwesterly direction along the north line of said Lot 135 for a distance of 130.04 feet to a point on the east right-of-way line of Chandalar Lane, a public dedicated road, said point lying in a curve to the left with a radius of 281.00 feet and a delta angle of $37^{\circ}-30'-14''$ and being concave southwesterly; thence run in a northerly direction along the arc of said curve for a distance of 183.93 feet to the point of beginning. Said parcel contains 0.4 acres, more or less.

EXHIBIT "B"

The following described Mortgages executed by W. M. Humphries Construction Company, Inc. to Birmingham Trust National Bank, covering property situated in Shelby County, Alabama, to-wit:

- (a) Mortgage dated March 24, 1977, and recorded in Mortgage Book 363, page 461, in the amount of \$50,000.
- (b) Mortgage dated August 11, 1978, and recorded in Mortgage Book 381, page 925, in the amount of \$66,800.
- (c) Mortgage dated August 11, 1978, and recorded in Mortgage Book 381, page 928, in the amount of \$63,600.
- (d) Mortgage dated August 21, 1978, and recorded in Mortgage Book 381, page 931, in the amount of \$67,000.
- (e) Mortgage dated August 11, 1978, and recorded in Mortgage Book 381, page 934, in the amount of \$63,800.
- (f) Mortgage dated August 4, 1978, and recorded in Mortgage Book 382, page 139, in the amount of \$1,338,000 (which mortgage is correction of mortgage recorded in Mortgage Book 380, page 640).
- (g) Mortgage dated December 15, 1976, and recorded in Mortgage Book 387, page 189, in the amount of \$600,000.
- (h) Mortgage dated February 2, 1979, and recorded in Mortgage Book 387, page 930, in the amount of \$67,000.
- (i) Mortgage dated October 1, 1975, and recorded in Mortgage Book 349, page 341, in the amount of \$875,000.
- (j) Mortgage dated December 16, 1976, and recorded in Mortgage Book 360, page 677, in the amount of \$105,600.
- (k) Mortgage dated February 4, 1977, and recorded in Mortgage Book 362, page 243, in the amount of \$293,000.

Mortgage executed by Chandalar Dev., Inc. and W. M. Humphries Enterprises, Inc., to Birmingham Trust National Bank, dated April 22, 1977, and recorded in Mortgage Book 370, page 462, Probate Office of Shelby County, Alabama, in the amount of \$1,800,000.

Mortgage executed by W. M. Humphries, et al., to Birmingham Trust National Bank, dated August 14, 1979, and recorded in Mortgage Book 396, page 384, Probate Office of Shelby County, Alabama, in the amount of \$5,388,866.42,

(n) Mortgage covering sewage treatment plant, recorded in Mortgage Book 401, page 196, in the Probate Office of Shelby County, Alabama.

The following described Mortgages to Birmingham Trust National Bank, covering property situated in Jefferson County, Alabama (Bessemer Division), to-wit:

- (a) Mortgage by W. M. Humphries Enterprises, Inc., dated June 1976, and recorded in Real Volume 279, page 631, in the amount of \$275,000.
- (b) Mortgage by W. M. Humphries Enterprises, Inc., dated July 10, 1978, and recorded in Real Volume 374, page 774, in the amount of \$1,037,400.
- (c) Mortgage by W. M. Humphries, et al., dated August 14, 1979 and recorded in Real Volume 414, page 147, in the amount of \$5,388,866.42 (same as Mortgage recorded in Mortgage Book 396, page 384, Shelby County, Alabama).

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