

MORTGAGE

THE STATE OF ALABAMA

JEFFERSON

County

THIS INDENTURE, made and entered into on this the 22nd day of June, 1987, by and between JOSEPH DEMARCO, JR. (also known as JOSEPH DEMARCO), an unmarried man (the "Mortgagor") and

a state banking corporation

FIRST ALABAMA BANK, (the "Mortgagee").

WITNESSETH:

WHEREAS, DEMARCO CONCRETE BLOCK COMPANY, INC., an Alabama corporation, of which Mortgagor is the President and principal stockholder, is justly indebted to Mortgagee

in the principal sum of Four Hundred Fourteen Thousand

and No/100-----(\$ 414,000.00) Dollars.

as evidenced by one negotiable note of even date herewith, with a final maturity date of June 23, 1993; and

WHEREAS, Mortgagor has agreed to secure the prompt payment of the indebtedness evidenced by said note and any renewals or extensions thereof by granting Mortgagee this Accommodation Mortgage.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee [except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes] and compliance with all of the stipulations hereinafter contained, the said JOSEPH DEMARCO, JR., an unmarried man,

(hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

Jefferson & Shelby County, State of Alabama, viz:

SEE ATTACHED EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE.

THIS ACCOMMODATION MORTGAGE IS GIVEN AS ADDITIONAL SECURITY FOR ONE DEBT OWED TO MORTGAGEE, WHICH DEBT IS ALSO SECURED BY A MORTGAGE FROM DEMARCO CONCRETE BLOCK COMPANY, INC. RECORDED IN JEFFERSON COUNTY, ALABAMA, SIMULTANEOUSLY HEREWITH.

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First Ala Bank
P.O. Box - 10247
Birmingham 35202

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK OF _____, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

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10. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in Birmingham, Jefferson County, Alabama, and Columbiana, Shelby

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 22nd day of June, 19 87.

Joseph DeMarco, Jr. (Seal)
Joseph DeMarco, Jr. (Seal)

This instrument was prepared by:

NAME Kathryn S. Carver
 ADDRESS 1700 First Alabama Bank Building
Birmingham, Alabama 35203

SOURCE OF TITLE

BOOK		PAGE		
Subdivision	Lot	Plat Bk	Page	
QQ	Q	S	T	R

CERTIFICATE

State of Alabama)

County)

In compliance with Act #671, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is _____ upon which the mortgage tax of _____ is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of _____ County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: _____

Mortgagee: First Alabama Bank of

Date, Time and Volume and Page of recording as shown hereon.

By _____

Title _____

THE STATE OF ALABAMA,
JEFFERSON COUNTY.

I, _____, a Notary Public in and for said County, in said State,
hereby certify that JOSEPH DEMARCO, JR., an unmarried man
whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this 22nd day of June, 19 87
My Commission expires: MY COMMISSION EXPIRES JANUARY 18, 1988

Notary Public.

THE STATE OF ALABAMA,
_____ COUNTY.

I, _____, a Notary Public in and for said County, in said State,
hereby certify that _____
whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this _____ day of _____, 19 _____

Notary Public.

THE STATE OF ALABAMA,
_____ COUNTY.

I, _____, Notary Public in and for said County, in said State,
hereby certify that _____ whose name as _____
of the _____, a corporation, is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the
conveyance, 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 _____ day of _____, 19 _____

Notary Public.

TO

MORTGAGE

THE STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the _____

day of _____, 19 _____

at _____ o'clock _____ M., and duly record in

Volume _____ of Mortgages, at page _____

_____ and examined.

Judge of Probate.

First Alabama Bank
BIRMINGHAM
RE 106 (6/82)

P. O. BOX 10017

BIRMINGHAM, ALABAMA 35202

EXHIBIT "A"

PARCEL I:

A tract of land situated in the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 South, Range 1 West, situated in Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 14, Township 17 South, Range 1 West, which is the point of beginning; thence run South along the East line of said Quarter-Quarter Section 1,313.18 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 17 South, Range 1 West; thence $00^{\circ}01'10''$ left along the East line of said Quarter-Quarter Section 200.40 feet to a point on a curve, said point being 100.00 feet radial to the center line of the Southern Railroad tracts; thence $129^{\circ}04'03''$ to the right to the tangent of said curve; said curve having a central angle of $04^{\circ}14'23''$ and a radius of 1,835.26 feet; thence run in a Northwesterly direction along the arc of said curve 135.80 feet; thence $90^{\circ}00'00''$ left from tangent to last stated curve and radial to stated curve 50.00 feet; thence $90^{\circ}00'00''$ right to a line which is tangent to a curve said curve having a central angle of $11^{\circ}08'28''$ and a radius of 1,785.26 feet; thence run in a Northwesterly direction along the arc of said curve and along the North right of way of said railroad for a distance of 347.14 feet to a point of a compound curve, said curve having a central angle of $17^{\circ}46'54''$ and a radius of 1,012.57 feet; thence run in a Northwesterly direction along the said right of way 314.25 feet; thence $40^{\circ}41'09''$ right to the tangent of said curve and leaving the North right of way line of Southern Railroad run 384.41 feet to a curve; thence $90^{\circ}00'00''$ right to the tangent of said curve; said curve having a central angle of $44^{\circ}06'08''$ and a radius of 1,100.00 feet; thence run in a Northeasterly direction along the arc of said curve 846.70 feet; thence $93^{\circ}19'39''$ left to the tangent of said curve 490.12 feet to the East right of way line of Lovick Road; thence $113^{\circ}32'12''$ right and Northerly along said East right of way line for a distance of 200.00 feet to the intersection of the North line of Section 14, Township 17 South, Range 1 West; thence $66^{\circ}27'48''$ right along the North line of said Section line 1076.53 feet to the point of beginning.

Minerals and mining rights excepted.

PARCEL II:

A tract of land situated in the NW 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 14, Township 17 South, Range 1 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 14, Township 17 South, Range 1 West, and run South along the East line of said 1/4-1/4 Section 1313.18 feet to the NE corner of the SW 1/4 of the NE 1/4 of Section 14, Township 17 South, Range 1 West; thence $00^{\circ}01'10''$ left along the East line of said 1/4-1/4 section 200.40 feet to a point on a curve, said point being 100.00 feet radial to the centerline of the Southern Railroad tracks; thence $129^{\circ}04'03''$ right to the tangent of said curve, said curve having a central angle of $04^{\circ}14'23''$ and a radius of 1835.26 feet; thence run in a Northwesterly direction along the arc of said curve 135.80 feet; thence $90^{\circ}00'00''$ left from tangent of last stated curve and radial to stated curve 50.00 feet; thence $90^{\circ}00'00''$ right to a line which is tangent to a curve, said curve having a central angle of $11^{\circ}08'28''$ and a radius of 1785.26 feet; thence run in a Northwesterly direction along the arc of said curve 347.14 feet to a point of a compound curve, said curve having a central angle of $17^{\circ}46'54''$ and a radius of 1012.57 feet; thence run in a Northwesterly direction along the said Southern Railroad right of way 314.25 feet to the point of beginning; thence $40^{\circ}41'09''$ right 354.41 feet to a point on a curve, said curve having a central angle of $26^{\circ}51'11''$ and a radius of 200.00 feet; thence $90^{\circ}00'00''$ left to the tangent of said curve; thence follow the arc of said curve 93.73 feet to a point of the compound curve, said curve having a central angle of $35^{\circ}48'00''$ and a radius of 150.00 feet; thence follow the arc of said curve 93.72 feet to the tangent to the preceding curve; thence along last stated course 161.09 feet to a point on a curve; thence $87^{\circ}23'00''$ left to the tangent of said curve, said curve having a central angle of $13^{\circ}11'14''$ and a radius of 233.04 feet; thence follow the arc of said curve 54.31 feet to the tangent to the preceding curve; thence along last stated course 50.57 feet to a point on a curve, said point being 50.00 feet radial to the centerline of the Southern Railroad Tracks; thence $72^{\circ}28'24''$ left to tangent of said curve having a central angle of $24^{\circ}45'41''$ and a radius of 1012.57 feet; thence follow the arc of said curve 437.60 feet to the point of beginning.

Minerals and Mining rights excepted.

PARCEL III:

A parcel of land located in the W 1/2 of the SE 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section, thence in a Westerly direction along the South line of said 1/4-1/4 section a distance of 56.02 feet to the point of beginning; thence continue along last described course a distance of 17.81 feet; thence 88 degrees 23 minutes right in a Northerly direction a distance of 174.72 feet, thence 48 degrees 31 minutes 30 seconds left in a Northwesterly direction a distance of 17 feet, thence 66 degrees 16 minutes 20 seconds left in a Southwesterly direction a distance of 417.09 feet, thence 83 degrees 57 minutes 23 seconds left in a Southeasterly direction a distance of 89.93 feet; thence 15 degrees 09 minutes 23 seconds left in a Southeasterly direction a distance of 122.76 feet, thence 38 degrees 06 minutes 43 seconds left in a Southeasterly direction a distance of 328.62 feet, thence 108 degrees 08 minutes 30 seconds left in a Northerly direction a distance of 276.92 feet to the point of beginning.

PARCEL IV:

A part of the W 1/2 of the SE 1/4 of SE 1/4 and part of SW 1/4 of SE 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

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Begin at the SE corner of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14 and run West along South line of said 20 acres to its intersection with the NE right of way line of the L & N Railroad; thence in a Northwesterly direction along the NE right of way line of said Railroad to a point which is 210 feet measured along said Railroad right of way from the South line of lot known as Section house lot; thence turn an angle of 90 degrees to right and run Northeasterly along Southeast line of lands belonging to America-Marietta Company, a distance of 550 feet, more or less, to the Southeast right of way of the Old Tuscaloosa dirt road; thence in an Easterly and Southeasterly direction along Old Tuscaloosa dirt road to its intersection with the East line of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14; thence South along East line of said W 1/2 of SE 1/4 of SE 1/4 of said Section 14 to the point of beginning; excepting right of way sold to Superior Lime and Hydrate Company as described in Deed Book 79, Page 16, and more particularly described as follows:

Beginning at a point South 29 degrees East 634 feet from the NW corner of SE 1/4 of SE 1/4 of said Section 14; thence South 11 degrees 30 minutes East 537 feet; thence South 1 degree West 354 feet to the right of way of the L & N Railroad; thence North 57 degrees West along said R/O/W 28 feet; thence North 1 degree East 340.5 feet; thence North 11 degrees 30 minutes West 557.8 feet; thence South 33 degrees East 32 feet to the point of beginning, being a railroad R/O/W. ALSO, EXCEPT lot sold to Jewel Hawkins as described in Deed Book 140, Page 217, as follows:

Beginning at the Southeast corner of the Section house lot of the L & N Railroad Company situated in the SW 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West and run thence Southeast along the right of way of the L & N Railroad Company a distance of 210 feet; run thence NE to the Old Tuscaloosa Road, run thence in a Southeasterly direction along the Old Tuscaloosa Road a distance of 470 feet for a point of beginning of lot herein described and excepted; run thence Southeasterly along said Old Tuscaloosa Road a distance of 75 feet; thence run Southwesterly and perpendicular to Old Tuscaloosa Road a distance of 100 feet; run thence Northwesterly and parallel with Old Tuscaloosa Road a distance of 75 feet; run thence in a Northeasterly direction a distance of 100 feet to point of beginning of said exception. Also EXCEPT lot sold to James Adams, said lot being in the W 1/2 of SE 1/4 of SE 1/4, Section 14, Township 20 South, Range 3 West, and being 75 feet by 100 feet on Southwest side of Old Tuscaloosa Road and 25 feet Northwest from the intersection of the Southwest line of Old Tuscaloosa Road with the East line of the W 1/2 of SE 1/4 of SE 1/4 of said Section 14. Also excepting easement to Southern Natural Gas Corporation and Plantation Pipe Line Company.

PARCEL V:

That part of the E 1/2 of SE 1/4 of Section 14, Township 20, Range 3 West, Shelby County, Alabama, which lies South and West of the right of A. B. & C. R. R. (now Seaboard Coast Line Railroad) and North and East of the Old location of the public road leading from Pelham to Helena, Alabama, which road is called the Old Tuscaloosa Road. Also that part of the SE 1/4 of Section 14, Township 20, Range 3 West, described as beginning at the SE corner of Louisville & Nashville Railroad Company's Section house lot; thence along the right of way of Louisville Railroad Company in Southerly direction a distance of 200 feet, more or less, to the land formerly owned by McGuire; thence turn an angle of 90 degrees to the left and run Northeasterly along the NW line of said McGuire Land for a distance of 555.1 feet to Old Tuscaloosa Road to a limestone rock marked with a cross; thence Northerly and Northwesterly along said Tuscaloosa Road to center line of SE 1/4 of said Section 14, running East and West, thence Westerly along said center line to the Louisville & Nashville Railroad Company right of way; thence in a Southerly direction along Louisville & Nashville Railroad Company right of way to point of beginning, excepting the Section House lot of Louisville & Nashville Company. Also a tract of land in SE 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West lying South and East of said McGuire land, North and East of Louisville & Nashville Company right of way and South and West of Old Tuscaloosa Road and Old Ashville Road and bounded on the South by the South line of said Section 14. Also all of the East 56 feet of the NW 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West lying South of A. B. & C. R. R. (now Seaboard Coast Line Railroad) and all of the East 56 feet of the SW 1/4 of SE 1/4 of said Section 14 lying North of the Old Tuscaloosa Road.

SUBJECT TO:

1. Taxes due and payable October 1, 1987.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 331, Page 347 and Volume 48, Page 510. (Parcels I & II)
3. Right-of-way granted Alabama Power Company recorded in Volume 1195, Page 239; Volume 3854, Page 378; Volume 6207, Page 366; Volume 5514, Page 201; Volume 5619, Page 340 and Volume 6313, Page 111. (Parcel I)
4. Right-of-way granted Jefferson County recorded in Real Volume 861, Page 348 (Parcel I)
5. Right-of-way granted Southern Natural Gas Corporation recorded in Volume 2182, Page 261 (Parcels I & II)
6. Right-of-way granted Alabama Power Company recorded in Volume 1195, Page 239; Volume 1488, Page 255 and Volume 5619, Page 340 (Parcel II)
7. Right-of-way granted Alabama Power Company recorded in Volume 3854, Page 378 and Volume 6313, Page 111. (SW 1/4 of NE 1/4) (Parcel II)
8. Right-of-way granted Alabama Power Company recorded in Volume 6207, Page 366 and Volume 5514, Page 201. (NW 1/4 of NE 1/4) (Parcel II)
9. Right-of-way granted Southern Railway Company recorded in Volume 742, Page 339 (Parcel II).
10. Right-of-way granted Georgia Pacific Railroad Company recorded in Volume 46, Page 555 (Parcel II).
11. Lack of a right-of-access to and from the land. (Parcel II)
12. Rights in connection with right of way granted Southern Railway Company by Instrument recorded in Volume 742, Page 339; Georgia Pacific Railroad Company by Instrument recorded in Volume 46, Page 555; Goodwater & Birmingham or Columbus & Western Railway Company by Instrument recorded in Volume 92, Page 198. (Parcel II)
13. Agreement by and between L. L. Stephenson and Southern Railway Company recorded in Volume 869, Page 194. (Parcels I & II)
14. Right-of-way granted Alabama Power Company recorded in Deed Volume 76, Page 307; Volume 169, page 19; Volume 182, Page 56, in the Probate Office of Shelby County, Alabama. (Parcel III)

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15. Easement for roadway as set forth by Instrument recorded in Real Volume 1357, Page 6. (Parcels I & II)
16. Subject to Transmission Line Permit to Alabama Power Company dated June 27, 1923, recorded in Deed Book 76, Page 297; dated August 24, 1948, recorded in Deed Book 136, Page 304; dated November 15, 1951, recorded in Deed Book 150, Page 373. (Parcel IV)
17. Subject to Easements to Plantation Pipeline Company dated March 27, 1952, recorded in Deed Book 152, Page 291; dated April 23, 1951, recorded in Deed Book 145, Page 392 and dated August 1, 1968, recorded in Deed Book 254, Page 523. (Parcel IV)
18. Except right of way to Superior Lime & Hydrate Company from Mary McGuire dated November 7, 1924, recorded in Deed Book 79, Page 16, which is a railroad right of way from property line of Superior Lime through McGuire lands to L & N Railroad right of way. (Parcel IV)
19. Subject to 10 foot stockway along Tuscaloosa Road to Buck Creek reserved by D. McGuire on March 8, 1921, as shown by deed in Deed Book 75, Page 23, in Probate Office. (Parcel V)
20. Transmission Line Permit across E 1/2 of SE 1/4 of SE 1/4 of said Section 14 from Josie Henderson Cohron, et al to Alabama Power Company dated July 24, 1936, recorded in Deed Book 101, Page 517. (Parcel V)
21. Easement across E 1/2 of SE 1/4 of SE 1/4 of said Section 14 from Josie H. Cohron, et al to Plantation Pipe Line dated July 15, 1941, recorded Deed Book 112, page 217. (Parcel V)
22. Easement across NW 1/4 of SE 1/4 and across 1 1/2 acres in NE corner of SW 1/4 of SE 1/4 of said Section 14 from G. T. O'Dell to Southern Natural Gas Corporation dated September 30, 1929, recorded in Deed Book 90, Page 296 in Probate Office. (Parcel V)
23. Pipe line Permit across "1 1/2 acres" in NE corner of SW 1/4 of SE 1/4 of said Section 14 from M. G. Bridgewater to Plantation Pipe Line dated July 17, 1941, recorded in Deed Book 112, Page 223, in Probate Office. (Parcel V)
24. Right of way deed across fractional part of SE 1/4 of SE 1/4 of said Section 14 from N. O. Tyler to Atlanta, Birmingham & Atlantic RR Company, dated September 15, 1906 recorded in Deed Book 34, Page 221. (Parcel V)
25. Right of way across E 1/2 of SE 1/4 of said Section 14 from E. F. Denson to AB & A Railroad Company dated August 23, 1906 recorded in Deed Book 36, Page 254. (Parcel V)
26. Right of way deed from Mrs. N. H. McWhorter to AB & A R R Company across SE 1/4 of SE 1/4 of said Section 14 dated September 8, 1906 recorded in Deed Book 36, Page 464 in Probate Office. (Parcel V)
27. Pipeline easement from superior Lime and Hydrate Company to Southern Natural Gas Corp. across W 1/2 of SE 1/4 of said Section 14 dated September 17, 1929, recorded in Deed Book 90, Page 465 in Probate Office. (Parcel V)
28. Transmission Line Permit from Superior Lime & Hydrate Co. to Alabama Power Company across W 1/2 of SE 1/4 of said Section 14, dated March 7, 1931, recorded in Deed Book 92, Page 289. (Parcel V)
29. Right of way deed from A. T. McGuire, et al to the South and North Alabama Railroad Company across part of the SW 1/4 of SE 1/4 of said Section 14, dated August 27, 1906, recorded in Deed Book 36, Page 543. (Parcel V)
30. Any rights of Southern Natural Gas Corp. or any other person or company under deed of Dixie Lime and Rock Wool Co. to Southern Natural Gas Co. dated September 5, 1930, recorded in Deed Book 142, Page 545 in Probate Office which conveyed among other things, a four inch pipe line located on part of above land. (Parcel V)

EXHIBIT "A" CONTINUED

31. Pipe Line Permit from Dixie Lime and Rock Wool Co. to Southern Natural Gas Co. dated September 5, 1950, covering a 30 foot right of way across above property with rights to maintain a meter station and lay additional lines across property, recorded in Deed Book 142, Page 547 and subject to agreement between Pelham Lime Company and Southern Natural Gas Company dated September 5, 1950, recorded in Deed Book 142, Page 549. (Parcel V)
32. Pipe Line Easement from Southern Cement Company to Southern Natural Gas Company dated November 25, 1970, recorded in Deed Book 267, Page 167 in Probate Office across NW 1/4 of SE 1/4 of said Section 14. (Parcel V)
33. Transmission Line Permit across NW 1/4 of SE 1/4 of said Section 14 from G. T. O'Dell and wife, to Alabama Power Company, dated July 14, 1923, recorded in Deed Book 76, Page 307, in Probate Office. (Parcel V)
34. Rights outstanding in Associates Leasing, Inc. by virtue of Instrument recorded in Deed Book 4, Page 290. (Parcel V)

NOTE: Instruments referred to in Item 14 and Items 17 through 34 are all recorded in the Probate Office of Shelby County, Alabama.

BOOK 138 PAGE 756

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUL -1 AM 11:24

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>22.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>23.50</u>

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED

1987 JUN 26 PM 4:22

RECEIVED 1.00 MTG. TAX
AS PER INSTRUMENT
FOR ENROLLMENT

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

23.50

STATE OF ALABAMA, JEFFERSON COUNTY

I hereby certify that no mortgage tax or deed tax has been collected on this instrument.

Thomas A. Shouder, Jr.

Judge of Probate

"NO TAX COLLECTED"