

STATE OF ALABAMA           §  
  § ss.  
SHELBY COUNTY           §

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Alawest - AL, L.L.C., an Alabama limited liability company ("Mortgagor"), for consideration paid, hereby mortgages, warrants, grants, bargains, sells, conveys, transfers, and assigns to Gene R. Taylor, an individual ("Mortgagee") the property described on Exhibit "A" which is attached hereto and incorporated herein by this reference, together with all and singular the tenements, hereditaments, easements, rights-of-way, and appurtenances thereunto appertaining ("Mortgaged Property"), effective the 19th day of January, 1995.

Inst # 1995-01641

TO HAVE AND TO HOLD the Mortgaged Property, and such tenements, hereditaments, easements, rights of way, and appurtenances as are thereunto appertaining unto and to the use of the Mortgagee forever upon the terms, conditions, and limitations set forth herein.

PROVIDED, NEVERTHELESS, this Mortgage is given to secure payment and performance by the Mortgagor as hereafter described, and if the Mortgagor shall pay unto the Mortgagee, the indebtedness evidenced by a promissory note dated effective the 19th day of January, 1995 and any renewals thereof and any other indebtedness of Mortgagor to Mortgagee ("Note") secured by this Mortgage in the manner and at the time or times specified in the Note and this Mortgage, and shall pay, perform, keep, and observe all of the other terms, conditions, and limitations set forth in this Mortgage and the Note on the part of Mortgagor to be paid, performed, kept, or observed, then this Mortgage, and also the Note shall become and be absolutely null, void, and held for naught for all intents and purposes whatsoever. The value of the Mortgaged Property is agreed to and stipulated as \$1,380,000.00.

THE PREMISES CONSIDERED, in consideration of the loan evidenced by the Note and the mutual covenants and agreements hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby covenants and agrees with Mortgagee as follows:

(1) GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MORTGAGOR: As a material inducement to Mortgagee to enter into the transaction evidenced by the Note and this Mortgage, Mortgagor represents and warrants to and covenants with Mortgagee as follows:

(a) AUTHORITY: Mortgagor has full, requisite, and complete power, authority, and ability to execute and deliver this Mortgage and to consummate the transaction contemplated hereby. The person executing this Mortgage on behalf of Mortgagor has been specifically authorized to do so. The delivery by Mortgagor of this Mortgage and the performance by it of the obligations undertaken by it hereunder, have been duly authorized by all necessary action of Mortgagor and its board of directors and shareholders. This Mortgage is a binding and valid agreement and obligation of Mortgagor and is enforceable against Mortgagor strictly in accordance with its terms.

(b) MORTGAGED PROPERTY: With respect to the Mortgaged Property:

(i) TITLE: Mortgagor owns good and marketable fee simple title to the Mortgaged Property, free and clear of all encumbrances, whether or not of record, except for liens referenced in Exhibit "A" and such other exceptions as may be disclosed by any of the title insurance commitments or surveys provided Mortgagee.

(ii) NO IMPAIRMENT OF USAGE: No defect or condition of the Mortgaged Property exists that impairs the Mortgagor's current use and possession of the Mortgaged Property.

Inst # 1995-01641

01/20/1995-01641  
09:00 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 MCD 2101.00

Ret Lawy as Title

(iii) **COMPLIANCE WITH LAWS:** The Mortgaged Property is in compliance with all laws (including, but not limited to, building, zoning, and environmental laws). No notice of violation of any laws respecting the Mortgaged Property has been given by any government or by any other person or entity entitled to enforce the same.

(2) **HAZARDOUS WASTE:** Mortgagor hereby warrants and represents to Mortgagee that (i) Mortgagor has never released, generated, stored or disposed of any hazardous waste on the Mortgaged Property, (ii) Mortgagor is not aware of the existence, release or threat of release of any hazardous waste on or from any property adjacent to the Mortgaged Property, and (iii) Mortgagor has not received any notice, order, claim or demand from the United States Environmental Protection Agency (the "EPA") or any State agency with respect to the existence, release or threat of release of any hazardous waste.

(a) **COVENANTS:** In the event that any hazardous waste is found on or in the Mortgaged Property, Mortgagor shall immediately contain and remove the same in compliance with applicable laws.

(b) **INDEMNIFICATION:** Mortgagor agrees to indemnify and hold Mortgagee harmless from and against any and all claims, liabilities, costs and expenses incurred by Mortgagee, including, without limitation, costs of litigation and reasonable attorney's fees, arising from the release, existence or removal of, any hazardous waste on or in the Mortgaged Property or on any properties adjacent to the Mortgaged Property. This right of indemnification shall survive the payment of the Note, notwithstanding any discharge of this Mortgage.

(c) **RIGHT TO UNDERTAKE AN ENVIRONMENTAL SITE ASSESSMENT:** Mortgagee, at his election and in his sole discretion, at any time and from time to time, whether or not a default shall exist hereunder, may cause one or more environmental site assessments of the Mortgaged Property to be undertaken. Environmental site assessments may include, without limitation, a detailed visual inspection of the Mortgaged Property, and any part thereof, as well as the taking of soil samples, water samples and such other investigation or analysis as is necessary or appropriate for a complete assessment of whether any hazardous waste exists on or in the Mortgaged Property and the compliance of the Mortgaged Property with all applicable laws.

(3) **AFFIRMATIVE AND NEGATIVE COVENANTS:**

(a) **AFFIRMATIVE COVENANTS:** Until the Note shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

(i) **LEGAL EXISTENCE:** Mortgagor will preserve and keep in full force and effect its legal existence, rights, franchises and trade names.

(ii) **COMPLIANCE WITH LAWS:** Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency having jurisdiction over the Mortgaged Property, or any part thereof, or over the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or construction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

(iii) **INSURANCE:** Mortgagor will at all times keep the Mortgaged Property insured for the benefit of Mortgagee and including without limitation against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks for which coverage may become available as may be required by Mortgagee, in amounts and with insurers of recognized responsibility, and which are acceptable to Mortgagee; cause each insurance policy issued in connection therewith to provide (and the insurer issuing such policy to certify to Mortgagee) that (i) loss payments will be payable to Mortgagee, (ii) the interest of Mortgagee shall be insured regardless of any breach or violation by Mortgagor of any warranties, declarations, or conditions in such policy; (iii) if any such insurance policy be subject to cancellation or be endorsed or sought to be endorsed to effect a change in coverage for any reason whatsoever, such insurer will promptly notify Mortgagee and such cancellation or change shall not be effective as to Mortgagee for twenty (20) days after receipt by Mortgagee of such notice; and (iv) Mortgagee may, but shall not be obligated to, make premium payments to prevent such cancellation if for non-payment of

premiums, and that such payments shall be accepted by the insurer. At Mortgagee's option, Mortgagor shall furnish to Mortgagee duplicate executed copies or certificates therefor of each then existing policy and copies of each renewal policy not less than thirty (30) days prior to the expiration of the original policy or the preceding renewal policy (as the case may be), together with receipts or other evidence that the premiums thereon have been paid. Mortgagee may (but shall not be required to) act as attorney for the Mortgagor with full power of substitution, in its own name or in the name of the Mortgagor, to obtain any insurance to be maintained pursuant to this section, adjust or settle any loss with respect thereto or endorse any draft or other instrument issued by any insurer in payment of any loss or any dividend or return of premium thereon or to assign any policy of insurance maintained pursuant to this section to any successor or assign of the Mortgagee.

(iv) **DISPOSITION OF PROCEEDS:** In the event that the Mortgagee shall realize any amount on account of insurance maintained pursuant to the preceding section, the Mortgagee may, at its election, pay or apply such amount in any one or more of the following ways and in such order as Mortgagee may determine: (a) apply such amount on account of the Note whether such Note shall then be matured or unmatured (without assessment of any prepayment charge or premium), (b) apply such amounts to the costs of collection thereof, (c) apply such amount on account of any obligation of the Mortgagor pursuant to this Mortgage, or (d) apply such amount toward payment of obligations incurred by the Mortgagor or the Mortgagee in the repair or replacement of damage to the Mortgaged Property. Mortgagee shall account to Mortgagor for any surplus.

(v) **INSPECTION:** Mortgagor will permit Mortgagee or any duly authorized agent of the Mortgagee, at all reasonable times, to inspect the Mortgaged Property.

(vi) **HOLD HARMLESS:** Mortgagor will defend at its own cost and hold Mortgagee harmless from any action, proceeding, or claim affecting the Mortgaged Property, or the value of the Note; provided, however, Mortgagor will not be required to hold Mortgagee harmless from any action, proceeding or claim resulting solely and directly from Mortgagee's willful misconduct or gross negligence.

(vii) **CONTEST OF TAX ASSESSMENTS, ETC.:** After prior written notice to Mortgagee, in the case of any material item, Mortgagor, at its own expense, may contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any of the requirements referred to herein or; provided that (i) such proceedings shall suspend the collection therefrom from Mortgagor and from the Mortgaged Property, (ii) neither the Mortgaged Property nor any part thereof or interest thereunder will be in danger of being sold, forfeited, terminated, cancelled or lost, and (iii) Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by Mortgagee.

(viii) **PAYMENT OF INDEBTEDNESS:** Mortgagor will pay the debt evidenced by the Note, as hereinbefore or hereinafter provided, and keep and perform promptly each and every term, covenant and condition of the Note and this Mortgage on the part of Mortgagor to be kept and performed.

(ix) **RECORDED INSTRUMENTS:** Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property on the part of Mortgagor to be performed or observed, noncompliance with which shall affect the security of this Mortgage and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.

(x) **ACCESS TO FACILITIES AND RECORDS:** Mortgagor will afford the officers, attorneys, accountants, and other authorized representatives of Mortgagee reasonable access to all facilities, properties, books, and records of Mortgagor that relate to its business in order that Mortgagee may have full opportunity to make such investigations as it shall desire of the Mortgagor's assets and the affairs of Mortgagor which are related to its business.

(b) **NEGATIVE COVENANTS:** Until the indebtedness evidenced by the Note shall have been paid in full, Mortgagor covenants and agrees as follows:

(i) **USE, VIOLATION, ETC.:** Mortgagor will not use the Mortgaged Property or any part thereof or allow the same to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or other permit or certificate, or any law, ordinance or regulation, or suffer any act to be done or any condition to exist on the Mortgaged Property or any part thereof, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

(ii) **ALTERATIONS, DEMOLITION, WASTE, ETC.:** Mortgagor will not commit or knowingly permit any waste of the Mortgaged Property or any part thereof or make or permit to be made any alterations or additions to the Mortgaged Property which would have the effect of materially diminishing the value thereof or make or permit to be made any other alteration or addition to the Mortgaged Property, of a material nature, other than the sale of timber or coal, gas, or other minerals in the ordinary course and scope of Mortgagor's business, without the prior written consent of Mortgagee or cause or permit any fixtures to be removed at any time from the Mortgaged Property without the prior written consent of Mortgagee, unless actually replaced by an article of equal value and suitability, owned by it, free and clear of any lien or security interest except such liens as may be approved in writing by Mortgagee.

(iii) **NEW ENCUMBRANCES:** Mortgagor will not create, incur, assume or suffer to exist any new encumbrance on the Mortgaged Property, except as follows:

(A) **TAX LIENS:** Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings and against which it has established adequate reserves.

(B) **INCIDENTAL LIENS:** Other immaterial liens, charges, and encumbrances incidental to the conduct of its business or the ownership of the Mortgagor's assets created by operation of law.

(C) **LIENS TO MORTGAGEE:** Encumbrances in favor of Mortgagee.

(D) **ORDINARY COURSE OF BUSINESS:** Encumbrances incurred in the ordinary course and scope of the Mortgagor's business and in accordance herewith.

(4) **EVENTS OF DEFAULT:** The Mortgagor shall be in default under this Mortgage and an "Event of Default" shall be deemed to have occurred under this Mortgage upon the occurrence or happening, from time to time, of any one or more of the Events of Default described in the Note.

(5) **DEFAULT AND FORECLOSURE:** If any Event of Default shall occur and be continuing, Mortgagee may, at its option, exercise any one or more or all of the following remedies:

(a) **ACCELERATION:** Declare the unpaid portion of the Note to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) **ENTRY ON MORTGAGED PROPERTY:** If permitted by applicable law, enter upon all or any part of the Mortgaged Property and take possession thereof.

(c) **OPERATION OF MORTGAGED PROPERTY:** If permitted by applicable law, hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner for such time and upon such terms as Mortgagee may deem to be in his best interest (making such repairs, alterations, additions and improvements thereto, from time to time, as Mortgagee shall deem necessary or desirable).

(d) **FORECLOSURE OF MORTGAGED PROPERTY:** Immediately commence foreclosure proceedings against the Mortgaged Property pursuant to the applicable laws. The commencement by Mortgagee of foreclosure proceedings by advertisement or in equity shall be deemed an exercise by Mortgagee of its option set forth in this Paragraph (5) to accelerate the due date of all sums secured hereby. Mortgagor hereby grants power to Mortgagee, in the event of the occurrence of an Event of Default hereunder, to grant, bargain, sell, release

and convey the Mortgaged Property at public auction or venue to be conducted at the front door of the Shelby County Courthouse, after publication of a notice of foreclosure once a week for three consecutive weeks in a newspaper of general circulation in Shelby County, Alabama, and upon such sale to execute and deliver to the purchaser(s) instruments of conveyance pursuant to the terms hereof and to the applicable laws. Mortgagor acknowledges that the foregoing sentence confers a power of sale upon Mortgagee, and that upon default this Mortgage may be foreclosed by advertisement as described herein and in the applicable Alabama statutes. Mortgagor understands that upon default, Mortgagee is hereby authorized and empowered to sell the Mortgaged Property, or cause the same to be sold and to convey the same to the purchaser in any lawful manner.

(e) **APPLICATION OF PROCEEDS:** The proceeds of any sale of all or any portion of the Mortgaged Property and the earnings of any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(i) first, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same;

(ii) second, to the payment of reasonable attorneys' fees and other legal expenses;

(iii) third, to the payment of accrued and unpaid interest on the Note;

(iv) fourth, to the payment of the balance of the Note whether such indebtedness shall then be matured or unmatured (without assessment of any prepayment charge or premium); and

(v) to the extent required by law, fifth, to the payment of any indebtedness or obligation secured by a subordinate mortgage on or security interest in the Mortgaged Property, or any portion thereof, to the extent known and approved by Mortgagee.

Mortgagee shall account to Mortgagor for any surplus.

(f) **SALE IN WHOLE OR IN PARCELS:** Mortgagee's rights hereunder shall not be deemed exhausted until all of the Mortgaged Property has been sold and Mortgagee in the exercise of his rights hereunder may, at its option, sell the Mortgaged Property in whole or in parcels.

(6) **CONDEMNATION:** Mortgagor hereby assigns, transfers and sets over to Mortgagee all rights of Mortgagor to any award or payment in respect of (i) any taking of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain; (ii) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property, or rights and benefits of light, air, view or access to said alleys, streets, or avenues, or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (iii) any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property such as, without limitation, the changing of the grade of any street adjacent to the Mortgaged Property. Mortgagor hereby agrees to file and prosecute its claim or claim for any such award or payment in good faith and with due diligence and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. All proceeds received by Mortgagee with respect to a taking of the Mortgaged Property, shall be applied as follows, in the order of priority indicated:

(a) to reimburse Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collecting the said proceeds;

(b) to the payment of all accrued and unpaid interest on the Note; and thereafter

(c) to the Mortgagor or to such other person as may be entitled to receive same.

(7) ASSIGNMENT OF RENTS:

(a) ASSIGNMENT: As additional security for the payment of the Note, including interest thereon, and the performance of all of Mortgagor's obligations hereunder or secured hereby, and under any other document executed simultaneously or in connection herewith, Mortgagor does hereby sell, assign, transfer and set over unto Mortgagee, all the rents, profits and income under all leases or occupancy agreements or arrangements, however evidenced or denominated, upon or affecting the Mortgaged Property (including any extensions, amendments or renewals thereof), whether such rents, profits and income are due or are to become due, with respect to such leases or other forms of occupancy agreements in existence or coming into existence while this Mortgage is in effect. This assignment shall run with the land and be good and valid as against Mortgagor and those claiming by, under or through Mortgagor, from the date of recording of this Mortgage. This assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this Mortgage. In the event of a foreclosure sale which results in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency. This assignment is given as collateral security only and does not and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases. Notwithstanding anything contained in this Mortgage to the contrary or which might be construed to be contrary, the Mortgagor shall not execute any lease, license or any other form of occupancy agreement with respect to all or any portion of the Mortgaged Property without Mortgagee's prior written consent. Any lease, license or other form of occupancy agreement executed without the Mortgagee's prior written consent shall be null and void.

(b) PERFORMANCE UNDER LEASES: Mortgagor will, at its cost and expense, perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Mortgagor or its agents under any such tenancy or lease referred to above and will use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective tenants thereunder, and will appear in and defend, at its cost and expense, any action or proceeding arising under or in any manner connected with any such tenancy or lease or the obligations and undertakings of any tenants thereunder.

(c) NO OBLIGATION OF MORTGAGEE: The assignment of rents pursuant to this Mortgage shall not be deemed or construed to constitute Mortgagee as mortgagee in possession of the Mortgaged Property nor to obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability. Mortgagor will indemnify Mortgagee and hold him harmless for any liability under any bases pertaining to any of the Mortgaged Property.

(d) PAYMENT OF RENTS TO MORTGAGOR UNTIL DEFAULT: Unless and until an Event of Default occurs, Mortgagor shall be entitled to collect the rents or payments assigned under Subparagraph (7)(a) as and when they become due and payable. Mortgagee and his duly authorized agents shall be entitled to enter the Mortgaged Property for the purpose of delivering any and all such notices and other communications to the tenants and occupiers thereof as shall be necessary or desirable in Mortgagee's discretion to exercise his rights hereunder, and Mortgagee and his agents shall have absolutely no liability to Mortgagor arising therefrom. Mortgagee shall not, however, be obligated to give any tenant or occupier of the Mortgaged Property any notice by personal delivery and Mortgagee may, in his sole discretion, deliver all such notices and communications by ordinary first-class U.S. mail, postage prepaid, or otherwise. The respective tenants or lessees, upon notice from Mortgagee of the occurrence of an Event of Default shall, thereafter, pay to Mortgagee the rents or other payments due and to become due under any such tenancy or lease without any obligation to determine whether or not such an Event of Default does in fact exist, and Mortgagor shall thereupon waive any right to collect such rents or payments until such Event of Default and all other Events of Default shall be cured with Mortgagee's written consent. In the event that Mortgagor obstructs Mortgagee in his efforts to collect the rents and income from Mortgaged Property, or after requested by Mortgagee, unreasonably refuses, fails or neglects to assist Mortgagee in collecting such rent and income, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property and of the income, rents and profits therefrom with such powers as the court making such appointment may confer. Mortgagee shall at no time have any obligation whatever to attempt to collect rent from any tenant or occupier of the Mortgaged Property notwithstanding that such tenants and occupiers may not be paying rent to either Mortgagor or to Mortgagee.

Further, Mortgagee shall at no time have any obligation whatever to enforce any other obligations owed by tenants or occupiers of the Mortgaged Property to Mortgagor. Mortgagor shall at no time collect advance rent under any lease upon, affecting or pertaining to the Mortgaged Property or any part thereof in excess of one month (other than as a security deposit) and Mortgagee shall not be bound in any respect by any rent prepayment made or received in violation of the terms hereof. No sums received by Mortgagee under this paragraph at any time shall be deemed to cure the default which entitled Mortgagee to exercise his rights hereunder.

(e) **CUMULATIVE REMEDIES:** Each and every right, remedy and power granted to Mortgagee by this Article shall be cumulative and in addition to any other right, remedy and power given by the Note or this Mortgage, or now or hereafter existing in equity, at law or by virtue of statute or otherwise. The failure of Mortgagee to avail himself of any of the rights and remedies hereof shall not be construed or deemed to be a waiver of any thereof.

(f) **FURTHER ASSURANCES:** Mortgagor, upon the request of Mortgagee, will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Note and to subject to the liens hereof any property intended by the terms hereof to be covered hereby, and any renewals, additions, substitutions, replacements or betterments thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on January 19, 1995.

MORTGAGOR:

ALAWEST - AL, L.L.C.

By: Gene R. Taylor  
Gene R. Taylor  
Manager and Voting Member

By: Stewart G. Fuzzell, Jr.  
Stewart G. Fuzzell, Jr.  
Voting Member

STATE OF ALABAMA           §  
  § ss.  
Jefferson COUNTY       §

I, the undersigned authority, a notary public for the State of Alabama at large, hereby certify that Gene R. Taylor, whose name as manager and voting member of Alawest - AL, L.L.C., an Alabama limited liability company, and Stewart G. Fuzzell, Jr., whose name as voting member of Alawest - AL, L.L.C., an Alabama limited liability company, 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 foregoing instrument, they executed the same voluntarily for and as the act of the said company as such officers on the day the same bears date.

Given under my hand and official seal on this the 19th day of January, 1995.

Edna Cannon  
Notary Public for the  
State of Alabama at Large  
My Commission Expires: 5/16/98

THIS INSTRUMENT PREPARED BY:

TANNER & GUIN, P.C.  
Attorneys at Law  
Capitol Park Center  
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Tuscaloosa, Alabama 35403  
Telephone (205) 349-4300



**EXHIBIT A**

**Twin Oaks Tract**

<b><u>Section</u></b>	
<b>T21S, R2W</b>	
22	W $\frac{1}{2}$ of SW $\frac{1}{4}$
27	N $\frac{1}{2}$ of NW $\frac{1}{4}$
	SW $\frac{1}{4}$ of NW $\frac{1}{4}$
	W $\frac{1}{2}$ of SW $\frac{1}{4}$
33	Part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ described as follows: Beginning at SE corner thence West along South line 961 feet, thence North 7 degrees 06 minutes West 1370 feet, more or less, to North line of said forty, thence East along said North line 1058 feet, more or less, to NE corner, thence South along East line to beginning
34	SE $\frac{1}{4}$ of NE $\frac{1}{4}$
	E $\frac{1}{2}$ of SE $\frac{1}{4}$
	SW $\frac{1}{4}$ of SE $\frac{1}{4}$ except SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$
	W $\frac{1}{2}$ of NW $\frac{1}{4}$
	W $\frac{1}{2}$ of SW $\frac{1}{4}$ which lies North of Old Tuscaloosa Road
35	NW $\frac{1}{4}$
	N $\frac{1}{2}$ of SW $\frac{1}{4}$
	SW $\frac{1}{4}$ of SW $\frac{1}{4}$
	W $\frac{1}{2}$ of NE $\frac{1}{4}$
	NE $\frac{1}{4}$ of NE $\frac{1}{4}$
	NW $\frac{1}{4}$ of SE $\frac{1}{4}$

Vincent Tract

Section	
<b>T18S, R2E</b>	
21	N½ of NE¼
	NW¼
	N½ of SW¼
	SW¼ of SW¼

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