

The indebtedness secured by the Mortgage and Deed of Trust hereon recorded has been paid and this Mortgage and Deed of Trust is hereby satisfied in full. This September 1, 1939.

CHEMICAL BANK & TRUST COMPANY,
as successor to United States Mortgage & Trust
Company, as trustee,

By *Frank Patterson* Attorney-in-fact
(SEE POWER OF ATTORNEY THIS DAY FILED)

SUPPLEMENTAL INDENTURE

INDENTURE dated as of the 6th day of June 1927, by and between The Birmingham Water Works Company, a corporation organized and existing under the laws of the State of Alabama (hereinafter called the "Company") party of the first part, and UNITED STATES MORTGAGE AND TRUST COMPANY, a corporation, organized and existing under the laws of the State of New York, as Trustee under the Indenture hereinafter mentioned (hereinafter called the "Trustee") party of the second part.

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1924, which Indenture was filed for record on the 2nd day of December 1924, and recorded in the office of the Judge of Probate in and for Jefferson County in the State of Alabama, in Volume 1374, of Mortgages, page 246, and was filed for record on the 20th day of December, 1924, and recorded in the office of the Judge of Probate in and for Shelby County in said State of Alabama, in Mortgage Record 140, page 316, (hereinafter called the "Original Indenture") conveying to the trustee all of the property and franchises of the Company, therein specified, whether then owned or thereafter to be acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal and interest of all bonds issued and to be issued thereunder; and

WHEREAS, the Company covenanted in the Original Indenture that it would, upon reasonable request, execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to make subject to the lien thereof any property thereafter acquired by the Company, (except property of the character therein specifically excepted from the lien of the Original Indenture); and

WHEREAS, in addition to the property described in the Original Indenture, the Company has acquired certain property hereinafter described, all of which upon the acquisition thereof by the company became subject to the lien of the Original Indenture, and which the company now desires expressly and specifically to convey to the Trustee by this Indenture pursuant to the covenants of further assurance contained in the Original Indenture; and

WHEREAS, the Board of Directors of the Company have duly authorized the execution and delivery of this Indenture as a supplement to said Original Indenture of October 1, 1924;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: that The Birmingham Water Works Company, in consideration of the premises and of the sum of One Dollar and other good and valuable considerations to it paid by the Trustee at or before the time of the execution and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto United States Mortgage and Trust Company, as Trustee as aforesaid, and to its successors in the trust and to its and their assigns forever, all and singular the following described property, to-wit:

All that certain tract, piece or parcel of land situate in Shelby County, State of Alabama, described as follows:

Beginning at the northeast corner of northwest quarter (NW $\frac{1}{4}$) of southwest quarter (SW $\frac{1}{4}$) Section 21, Township 18 south, Range 1 west, from said corner go south

86° 43' west 875 feet to a point of beginning, then south 5° 47' east 152 feet, then north 72° 47' west 153 feet, then south 50° 54' west 72.1 feet, then south 17° 13' west 205 feet; then south 72° 47' east 193 feet, then south 32° 36' west 355 feet, then south 18° 30' west 233 feet to the center of Cox Creek, then down the center of said Creek north 37° 30' west 155 feet to the west boundary of northwest quarter (NW $\frac{1}{4}$) of southwest quarter (SW $\frac{1}{4}$) then north 2° 40' west along the west boundary, 862 feet to the northwest corner of northwest quarter (NW $\frac{1}{4}$) of southwest quarter (SW $\frac{1}{4}$) then north 86° 43' east 446.9 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the Trustee and its successors in the Trust and to its and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, for the equal and proportionate benefit and security of those who shall hold the bonds and coupons issued and to be issued under the Original Indenture, or any of them, without preference of any of said bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof or by reason of the date of maturity thereof or for any other reason whatsoever; subject, however, to the provisions of Section 2 of Article III of the Original Indenture.

PROVIDED, HOWEVER, that the said property hereinbefore described and conveyed to the trustee shall be held by the trustee, its successors and assigns, subject to all of the covenants, conditions, uses and trusts set forth in the original Indenture, and in this Indenture, and subject to the lien and operation thereof, with the same effect as though said property had been specifically described in and assigned, transferred and conveyed to the Trustee by the Original Indenture.

The recitals and statements herein contained shall not be considered as made by or as imposing any obligation or liability upon the trustee. The trustee makes no representation as to the validity of this Indenture, nor as to the security hereby afforded, nor as to the title of the Company to the property hereby mortgaged. The trustee shall be under no obligation to see to the recording, registration, filing or refiling of this Indenture, or to the giving of any notice thereof, or generally to see that any of the property intended to be conveyed in trust hereunder is subject to the lien hereof or of the Original Indenture.

The Trustee hereby accepts the additional trusts hereunder and agrees to perform the same upon the terms and conditions hereinbefore and in the said Original Indenture set forth.

This Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said The Birmingham Water Works Company, and said United States Mortgage and Trust Company have caused these presents to be signed in their respective corporate names by their respective Presidents or Vice Presidents and impressed with their respective corporate seals, attested by their respective Secretaries or Assistant Secretaries, all as of the day and year first above written.

Attest:
T. B. Davis--Secretary

The Birmingham Water Works Company
By D. M. Watt--President

Signed, sealed and delivered by
The Birmingham Water Works Company
in the presence of
Frank H. Mason
Kenneth M. Bixler

Seal

Attest:

M. Ottewell
Assistant SecretarySigned, sealed and delivered by United
States Mortgage and Trust Company
in the presence ofGeo. S. Morris
R. B. WardSTATE OF NEW YORK) SS
COUNTY OF NEW YORK)

I, G. W. Chapman, a Notary Public in and for said County in said State, hereby certify that D. M. Watt, whose name as President of The Birmingham Water Works Company, 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 6th day of June 1927.

G. W. Chapman
Notary Public Nassau County
Certificates filed in New York Co. Clerk's
No. 373, Register's No. 9293.
Commission expires March 30th 1929

STATE OF NEW YORK) SS
COUNTY OF NEW YORK)

I, R. H. Sherman, a Notary Public in and for said County in said State hereby certify that Calvert Brewer whose name as Vice President of United States Mortgage and Trust Company, 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 6th day of June 1927.

R. H. Sherman
Notary Public Queens Co. No. 3100
Certificate filed in New York County
N.Y. County Clerks No. 1740
N.Y. Register's No. 8019A
Commission expires March 30, 1928

THE STATE OF ALABAMA)
SHELBY COUNTY)

I, L. B. Riddle Judge of Probate hereby certify that the within Indenture was filed in this office for record July 22nd 1927 at 8 o'clock A.M and recorded in Deed record 82 page 287 and examined.

STATE OF ALABAMA

SHELBY COUNTY

I hereby certify that

\$ 50.00
has been paid on this instrument as required by law.

L. B. Riddle--Judge of Probate

L. B. Riddle
Judge of Probate.