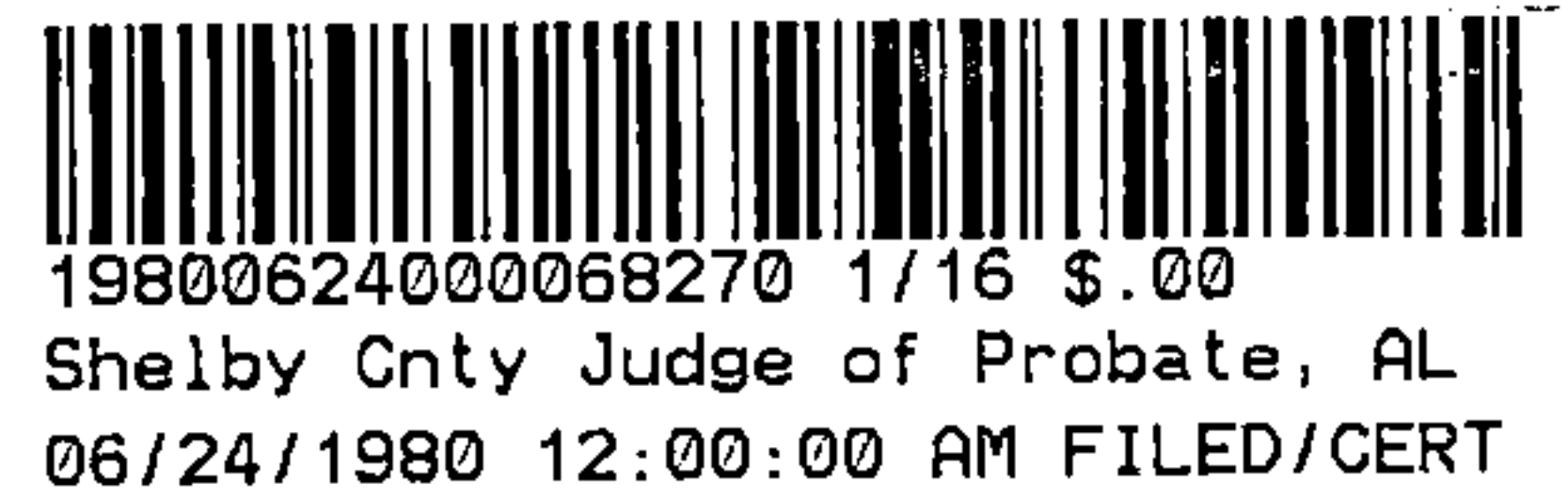


AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
MSR, LTD.



Agreement and Certificate of Limited Partnership entered into as of June 23, 1980 by and among JAMES A. WOODS and A. T. SCOTT ("general partners") and J. ELMER MASSEY and ROBERT E. PERRY ("limited partners").

1. Formation and Name of limited Partnership. The undersigned hereby form a limited partnership (the "Partnership") under the provisions of the Alabama Limited Partnership Act (Sections 10-9-1 et. seq. Code of Alabama 1975) under the name MSR, Ltd., and all partnership business shall be conducted in said name.

2. Business of the Partnership. The character and purpose of the business of the Partnership shall be to lease or otherwise acquire, mortgage or otherwise encumber, develop, hold for resale or other disposition, and lease, sublease (as sublessor) or operate, any or all of the real estate situated in Shelby County, Alabama, and described in Exhibit A hereto attached and made a part hereof (said real property and all improvements now or hereafter located thereon being herein referred to sometimes as the "Property") and, in addition thereto, the Partnership may (a) acquire, improve, manage, operate, hold for investment, lease, sublease, sell or dispose of any other property, real or personal, including leasehold interests; (b) purchase, lease, sublease, sell, exchange, hold for investment and generally deal in real properties, improved and unimproved, and buildings and structures of every class and description; (c) build, lease, sublease, manage, occupy, maintain and operate industrial buildings, structures and facilities for any purposes; (d) contract for and lay streets and alleys, sewers, sidewalks, gas distribution, electric and water systems, and other necessary utilities for such buildings and facilities; (e) invest any or all of its assets in stocks, bonds, securities and other properties, whether real or personal; (f) make and obtain loans upon real estate, improved or unimproved, including leasehold estates, and upon personal properties, giving or taking evidences of indebtedness and securing the payment thereof by mortgage, or otherwise; and (g) enter into any other contracts and do such other acts as may be necessary or incidental to the accomplishment of any of the above described purposes.

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3. Principal Place of Business. The location of the principal place of business of the Partnership is in the City of Pelham, Shelby County, Alabama, and the mailing address is P. O. Box 841, Pelham, Alabama 35124. The Partnership may have such other additional places of business, either within or without the State of Alabama, as the Partnership may from time to time establish.

4. Partners' Names, Residence Addresses and Designations. The names, residence addresses and designations of the general partners and limited partners in the Partnership (herein sometimes collectively referred to as the "partners") are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>DESIGNATIONS</u>
James A. Woods	500 Twin Branch Drive Birmingham, AL 35226	General Partner
A. T. Scott	301 Leach Court Birmingham, AL 35213	General Partner
J. Elmer Massey	921 Sun Valley Road Birmingham, AL 35215	Limited Partner
Robert E. Perry	1348 Starcross Drive Birmingham, AL 35216	Limited Partner

5. Term of Partnership. The Partnership shall exist for a term which shall commence immediately upon filing this agreement and certificate for record in the Office of the Judge of Probate of Shelby, County, Alabama, pursuant to the Alabama Limited Partnership Act, and shall continue until June 1, 2030, unless the Partnership is dissolved earlier in accordance with the provisions hereinafter set forth, or the term of the Partnership's existence is extended by amendment to this agreement and certificate.

6. Partners' Interests in the Partnership. The partners' respective interests in the Partnership, including the profits and losses of the Partnership, are as follows:

<u>PARTNER</u>	<u>INTEREST</u>
Mr. Woods	25%
Mr. Scott	25%
Mr. Perry	25%
Mr. Massey	25%

TOTAL 100%

Profits and losses of the Partnership shall be determined each year in accordance with the accounting methods followed by the Partnership for federal income tax purposes. Profits and losses of the Partnership

shall be shared by the partners as above specified without regard to the

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amounts in their respective capital accounts. The Partnership shall make distributions in cash or other property to the partners in such amounts and at such time or times as the general partners shall deem advisable for the operation of the Partnership. All distributions to partners shall be made in proportion to the respective partners' interests in the profits and losses of the Partnership as of the time of distribution. Notwithstanding the above, if a partner is indebted to the Partnership under paragraph 7(b) below the Partnership shall have the right to offset such indebtedness by applying all or a portion of the distribution of such partner to liquidate such indebtedness.

7. Contributions of Partners.

(a). Initial Contributions of Partners. Each partner shall contribute to the capital of the Partnership the cash amount set opposite his name below:

NAME AND DESIGNATION

AMOUNT OF CONTRIBUTION

Mr. Woods, General Partner	\$1,000.00
Mr. Scott, General Partner	1,000.00
Mr. Perry, Limited Partner	1,000.00
Mr. Massey, Limited Partner	1,000.00

Such initial contributions will be paid over to James A. Woods within five days after the execution and filing of this instrument.

(b). Additional Contributions of the Partners. The partners agree to make additional contributions to the capital of the Partnership in amounts necessary from time to time to satisfy any indebtedness or other obligations of the Partnership relating to the Property, including without limitation indebtedness of the Partnership to the Industrial Development Board of the Town of Pelham, and operating expenses, to the extent that cash revenues from the business operations of the Partnership, or loans to the Partnership, are not available. A partner's proportionate share of any such additional contributions shall be such partner's percentage for the sharing of Partnership profits and losses as specified in 6 above. The general partners shall furnish each partner reasonable notice of the amount of his proportionate share of each additional capital contribution required to be made hereunder.

(c). Loans by Partners. Any additional contribution to the capital of the Partnership by a partner except as provided in 7(b) next preceding

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or any contribution to the capital of the Partnership by a partner in excess of his proportionate share, shall be treated as a loan to the Partnership and such partner shall be entitled to repayment from the Partnership of funds so contributed with interest at a rate per annum equal to 2% above the prevailing commercial prime rate of national banks in Birmingham, Alabama.

(d). Non-Payment of Required Contributions. If a partner fails to contribute his pro rata share of any required additional contribution to the capital of the Partnership, and such failure continues for a period of fifteen days after written demand for payment by any other partner, the partner making such demand, at his election, may on behalf of the Partnership treat the amount of such required capital contribution from the defaulting partner as a sum of money owed to the Partnership, due immediately, together with interests at 15% per annum from its due date, and may file suit on behalf of the Partnership to collect the same, in which case no offsets owed by the Partnership to that defaulting partner shall be permitted to reduce the amount of money otherwise owing to the Partnership by the defaulting partner.

8. General Partners' Rights, Powers and Restrictions.

(a). The business and affairs of the Partnership shall be managed by the general partners who shall have all necessary powers to carry out the business of the Partnership, and any action taken by a general partner shall constitute the act of and serve to bind the Partnership. In dealing with a general partner acting on behalf of the Partnership, no person shall be required to inquire into the authority of such general partner to bind the Partnership. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the general partners as set forth in this instrument.

(b). The rights and powers of the general partners specifically include, but are not limited to, the following:

- To cause the Partnership to borrow money from lending institutions for Partnership purposes and in that connection to mortgage the property of the Partnership or any portion thereof, and to cause the Partnership to incur purchase money indebtedness, and to execute and deliver a note, a purchase money mortgage and other security arrangements

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in connection with the purchase of the Property in Sylacauga from Union Metal Manufacturing Company.

- To cause the Partnership to employ persons and organizations, including persons or organizations with whom or of which they or any of them, or any of the limited partners, may be associated, to provide services to and for the Partnership.

- To cause the Partnership to enter into leases with respect to all or any portion of the Partnership property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the Partnership, at such rental and upon such other terms and conditions as the general partners deem proper.

- To compromise, submit to arbitration, sue on or defend all claims in favor of or against the Partnership.

- To make and revoke any election permitted to the Partnership by any taxing authority.

- To do all acts the general partners deem necessary or appropriate for the protection and preservation of the Partnership assets.

- To maintain at the expense of the Partnership such insurance coverage for public liability and all other insurance necessary or appropriate to the business of the Partnership in such amounts and of such types as the general partners shall determine from time to time.

- To pay from Partnership funds any and all taxes, charges and assessments that may be levied, assessed or imposed upon the Partnership or any of the Partnership properties.

- To execute in the name and on behalf of the Partnership such notes and other evidences of indebtedness, assignments, leases, loan agreements, mortgages, and other security instruments they deem advisable for the benefit of the Partnership.

- To sell and exchange all or any portion of the Partnership property, except that the general partners may not cause the Partnership to sell or exchange all or any part of the real property owned by the Partnership without the written consent of partners owning 60% in interest of the Partnership.



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- Except as otherwise provided herein, the general partners may cause the Partnership to enter into agreements and may execute instruments in the name and on behalf of the Partnership relating to other matters on such terms as they determine to be advisable.

(c). The general partners shall have all of the rights and powers, and be subject to all of the restrictions and liabilities, of a partner in a partnership without limited partners, except that the general partners do not, except as provided herein, have the authority: (i) to do any act in contravention of this certificate; (ii) to do any act which would make it impossible to carry on the ordinary business of the Partnership; (iii) to possess Partnership property or assign rights in specific Partnership property for other than a Partnership purpose; (iv) to admit a person as a general or limited partner; or (v) to change the primary purposes of the Partnership as set forth in this agreement and certificate.

(d). Except as expressly provided herein, any actions authorized to be taken by the general partners on behalf of the Partnership may be taken by one general partner, without the execution or joining in of the other general partner in such action, and any action by one general partner shall constitute the act of both (or all, if more than two) of the general partners and the Partnership.

(e). The general partners shall devote such time to the business of the Partnership as they, in their sole discretion, deem necessary to conduct it properly. Any partner may engage in any other business activities, whether or not competitive with the business of the Partnership, and neither the Partnership nor any of the other partners shall have any rights with respect to any such other activities. No partner shall receive any fee, salary or other compensation for services to the Partnership except as otherwise approved by partners owning 60% of the total interest in the Partnership.

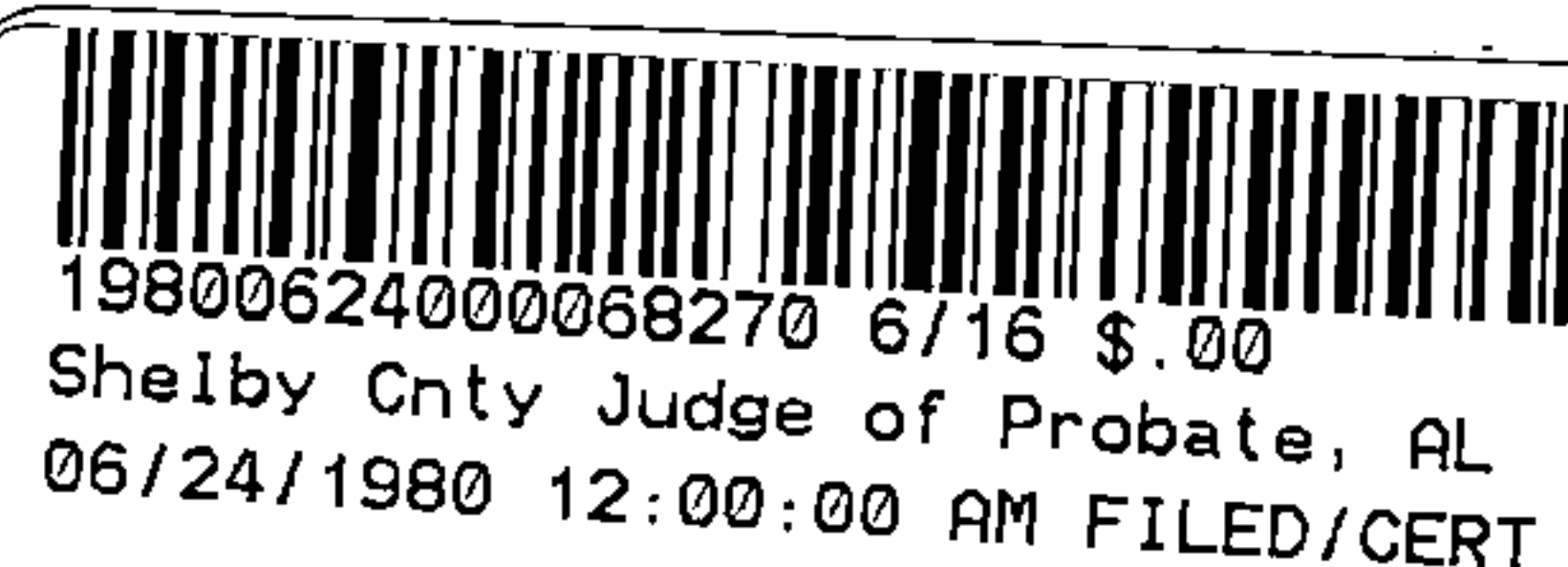
(f). No general partner shall have the right to retire or withdraw voluntarily from the Partnership as a general partner except in connection with the sale, transfer or assignment of all of his general partner's interest pursuant to paragraph 10 hereof.

9. Status and Liabilities of Limited Partners.

(a). The limited partners shall not participate in the management

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or control of the Partnership's business (except to the limited extent herein provided), nor shall they transact any business for the Partnership, nor shall they have the power to sign for or bind the Partnership, said powers being vested solely and exclusively in the general partners. The limited partners shall not be bound by, nor be personally liable for, the expenses, liabilities or obligations of the Partnership, except as provided in the following paragraph.

(b). As among themselves, however, each general and limited partner shall be liable for the obligations of the Partnership in the ratio which the percentage interest of such partner bears to the total interests of all partners, provided that the foregoing allocation shall not be construed to relieve any general partner from his joint and several and unlimited liability for all obligations of the Partnership.

10. Transfer of Partners' Interests and Addition of New Partners.

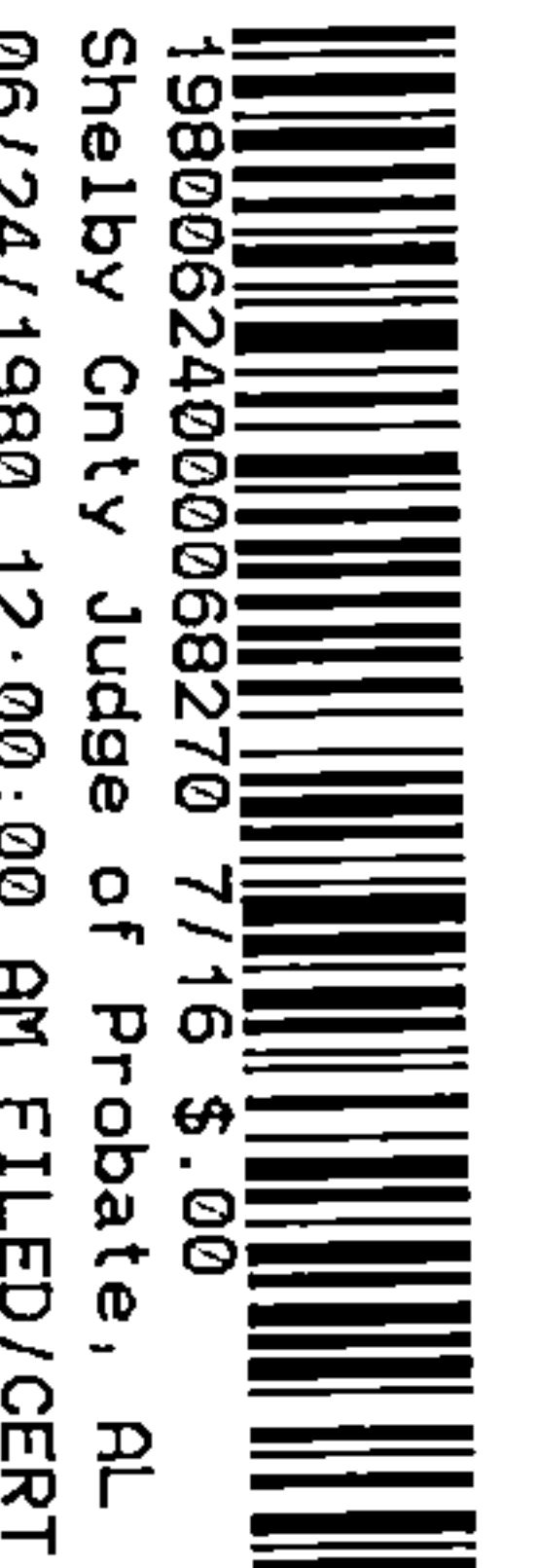
(a). A partner may not during his lifetime sell, assign, transfer or otherwise dispose of or pledge, hypothecate or in any manner encumber his interest in the Partnership or any part thereof except as permitted in this paragraph 10, and any act in contravention of any of the terms and conditions of this paragraph 10 shall be null and void as against the Partnership.

(b). A general partner shall have no right to assign or transfer his interest in the Partnership without the prior written consent of all other partners. Upon and with such consent of all other partners, any assignee of the interest of a general partner may be added to the Partnership as a general partner or substituted for the general partner. The term "general partner" as used in this agreement and certificate shall refer to those persons from time to time who are members of the Partnership as general partners but shall not refer to or include any assignee until added or substituted as a general partner by appropriate amendment to this certificate and agreement, signed by all partners.

(c). A limited partner shall have no right to assign or transfer his interest in the Partnership without the prior written consent of all other partners. Upon and with such consent of all other partners, any assignee of the interest of a limited partner may be added to the Partnership as a limited partner or substituted for the assigning limited

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partner. "Limited partner" as used in this certificate and agreement shall refer to those persons from time to time who are members of the Partnership as limited partners but shall not refer to or include any assignee until added or substituted as a limited partner by appropriate amendment to this certificate and agreement, signed by all partners.

(d). All expenses incurred by the Partnership in connection with any disposition of any Partnership interest, or portion thereof, pursuant to this paragraph 10 and any other person becoming a partner in the Partnership with respect to such interest, including any filing and recording costs and fees, and the fees and disbursements of counsel, shall be paid by the partner disposing of such interest.

(e). If an assignee of a partner becomes a partner at any time other than at the end of a fiscal year of the Partnership, the distributive shares of the various items of the Partnership's operations as computed for federal income tax purposes shall be allocated between the assigning partner and the substituted partner in the ratio of the number of days in the taxable year before and after the effective date of assignment.

(f). Additional limited partners may be admitted to the Partnership with the prior consent of all general and limited partners, subject to the condition that each such additional limited partner execute this Agreement or an appropriate supplement thereto pursuant to which such new limited partner agrees to be bound by the terms and provisions hereof. The admission of additional limited partners pursuant to this paragraph (f) shall not be cause for dissolution of the Partnership.

11. Death, Insanity or Bankruptcy of a Partner.

(a). Limited Partner. The death of a limited partner shall not dissolve the Partnership. In such event the executor or administrator of the deceased limited partner, or the legatee or legatees under his will, shall automatically become a substituted limited partner (or partners, as the case may be) and an appropriate amendment to this certificate and agreement shall be promptly prepared, executed and filed for record.

(b). General Partner. The bankruptcy, death or insanity of a general partner shall not dissolve the Partnership, nor terminate the

Partnership business, provided a general partner remains or a successor general partner is selected in accordance with 11(c) below. In the event of the bankruptcy, death or insolvency of a general partner his Partnership interest shall be converted automatically to a limited Partnership interest and his trustee, executor, administrator or guardian, or the legatees under his will, as the case may be, shall automatically become substituted limited partner or partners and an amendment to this agreement and certificate shall be promptly prepared, executed and filed for record; provided that such conversion shall not affect any rights or liabilities of the bankrupt, deceased or incompetent general partner which matured prior to such bankruptcy, death or incompetence.

(c). Reformation of the Partnership in Certain Events. If at any time there is no general partner in office as a result of the death or bankruptcy, insolvency, insanity or mental incapacity of all general partners, the remaining partners may unanimously vote to reconstitute the Partnership and elect one or more successor general partners to continue the business of the Partnership, such election to take place within 30 days after the occurrence of the event resulting in there being no general partner then in office. In the event of such reformation, the successor general partner shall continue the business of the Partnership, in a reconstituted form as a successor limited partnership, upon the same terms and conditions as are set forth in this certificate and agreement, and the general partner and each limited partner hereby agrees to such continuation and/or reconstitution and to comply with all legal requirements necessary to effectuate the continuation of the Partnership.

12. Banking. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the general partners. All withdrawals therefrom are to be made upon checks signed by those persons who may from time to time be designated by the general partners.

13. Books, Records and Fiscal Period.

(a). The fiscal year and accounting period of the Partnership shall be the calendar year.



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(b). At all times during the continuance of the Partnership the general partners shall keep or cause to be kept full and true books of account in which shall be entered fully and accurately each transaction of the Partnership. All of said books of account, together with an executed copy of this agreement and certificate and any amendments thereto, shall at all times be maintained in the principal office of the Partnership.

(c). The general partners agree to deliver to the limited partners annual financial statements of the Partnership, including profit and loss and cash flow statements, a balance sheet and statements showing allocation of the profits or losses of the Partnership and the distribution thereof for the taxable year involved.

14. Dissolution and Liquidation.

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(a). The Partnership shall be dissolved and its assets liquidated upon the occurrence of the earliest of the following events:

- The expiration of the term of this agreement and certificate.
- The consent and agreement of partners owning not less than 60% of the interest in the Partnership, such agreement to be evidenced by and effective only upon filing an instrument executed by such partners in the Office of the Judge of Probate of Jefferson County.

- The sale or condemnation of all or substantially all of the Partnership's assets.

- The removal, death, bankruptcy, insolvency, insanity or mental incapacity of all general partners, subject however to the right of the remaining partners to reform the Partnership as provided in 11(c) above.

(b). In the event of the dissolution of the Partnership in accordance with 14(a) above, the general partners shall immediately commence to wind up the affairs of the Partnership and shall liquidate the assets of the Partnership as promptly as practicable, but in an orderly and

businesslike manner so as not to involve undue financial sacrifice. In connection with such winding up and liquidation (i) the general partners

may, but need not, sell only such assets of the Partnership as may be necessary to satisfy claims of the Partnership's creditors with a dis-

tribution of the remaining Partnership assets in kind to the partners

and (ii) the general partners shall prepare statements setting forth the assets and liabilities of the Partnership as of the date of dissolution

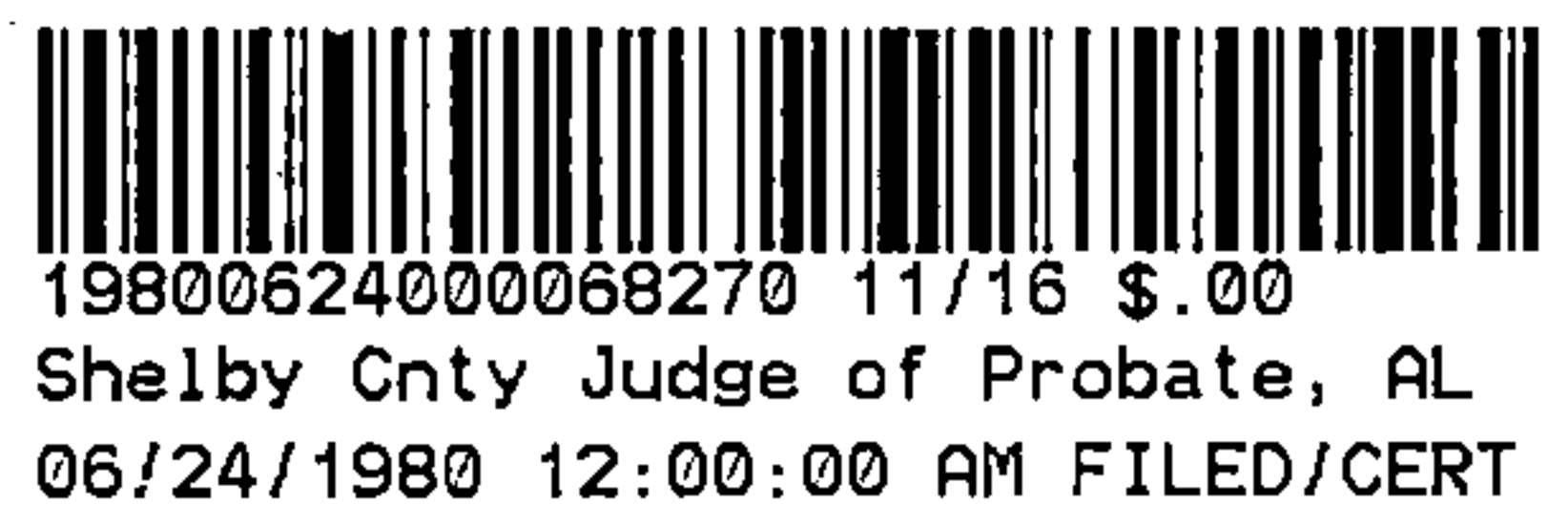
and said statement shall be furnished to all partners. The proceeds of liquidation, and the remaining assets, if any, shall be applied and distributed in the following order of priority:

- In the payment of the debts and liabilities of the Partnership and the expenses of liquidation.
- To the setting up of any reserves which the general partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, which reserves shall be paid over to a bank, as escrow holder, to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned liabilities, and at the expiration of such period as the general partners may deem advisable, for distribution in the manner hereinafter provided.
- To the repayment of any advances or loans that may have been made by any of the partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata in accordance with the total amounts of such advances or loans.
- To the reimbursement for expenses to which any partners may be entitled under this agreement.
- To discharge the balance of the capital accounts of each of the partners, as adjusted to the date of termination of the Partnership, but if the amount available for such repayment should be insufficient then pro rata in proportion to the respective amounts thereof.
- To all of the partners in accordance with their interests in the Partnership as provided in 6 hereof.

(c). The Partnership shall terminate when all property owned shall have been disposed of and the net proceeds, after satisfaction of the liabilities to the Partnership's creditors, shall have been distributed among the partners in the manner provided above.

15. Miscellaneous Provisions.

(a). Filing the Certificate and Agreement. The general partners shall cause a fully executed duplicate original of this certificate and agreement to be filed for record in the Office of the Judge of Probate of Shelby County, Alabama and shall do all other things required for the perfection of the Partnership as a limited Partnership pursuant to the laws of Alabama. The general partners shall also file this certificate and agreement in such other filing offices as they deem advisable.



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(b). Return of Contribution. The general partners shall not be liable for the return of capital contributions or advances of limited partners or any portion thereof, except to the extent that the provisions of 9(b) may be applicable. Any such returns shall be made solely from Partnership assets.

(c). No Right to Partition. The partners hereby agree that no partner, nor any successor in interest to any partner, shall have the right while this agreement and certificate remains in effect to have the Partnership real estate partitioned, nor to file a complaint or institute any proceeding at law or in equity to have the Partnership real estate partitioned, and each of the partners, on behalf of himself, his successors, personal representatives, heirs and assigns, hereby waives any such right.

(d). Notices. Each partner shall keep the general partners informed of his current address. The general partners shall maintain the addresses of all partners on file at the Partnership office. Any and all notices required under the provisions of this certificate and agreement which are mailed to a partner, at the last address given by him to the general partners, by registered or certified mail, postage prepaid, return receipt requested, shall constitute notice under this instrument.

(e). Entire Agreement. This certificate and agreement contains the entire agreement among the parties, and supersedes any prior understanding (whether written or oral) respecting the subject matter of this Partnership. There are no representations, agreements, arrangements, understandings (oral or written) between or among the parties hereto relating to the subject matter of this Partnership which are not fully expressed herein.

(f). Except as otherwise provided herein, this certificate and agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

(g). This agreement shall be governed and construed in accordance with the laws of Alabama.

(h). The parties agree hereto to execute any amendment to this certificate and agreement and to do such other acts and things as may be

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required to comply with the laws of Alabama for the valid formation and existence of the limited Partnership. Upon the failure or refusal of any party to so sign or do such other act, each general partner shall be deemed and duly constituted agent or attorney-in-fact for the party failing or refusing to sign or act, to sign such amendment or to do such other act on his behalf, and the acts of such agent and attorney-in-fact shall be deemed ratified, approved and confirmed by the party for whom they are acting.

(i). All terms and words used in this certificate and agreement, irrespective of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require or permit.

(j). This instrument may be executed in several counterparts and also executed shall constitute one instrument binding on all parties hereto, even though all the parties are not signatory to the original or the same counterpart.

(k). The headings of the paragraphs and subparagraphs of this instrument are for convenience only and shall not affect the interpretation of any provision hereof.

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.



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James A. Woods
James A. Woods, General Partner

A. T. Scott
A. T. Scott, General Partner

Robert E. Perry
Robert E. Perry, Limited Partner

J. Elmer Massey
J. Elmer Massey, Limited Partner

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that James A. Woods, whose name 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 such instrument, he executed the same voluntarily on this date.

Given under my hand and official seal this 23rd day of June, 1980.

Donna Jo Penn
NOTARY PUBLIC

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that A. T. Scott, whose name 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 such instrument, he executed the same voluntarily on this date.

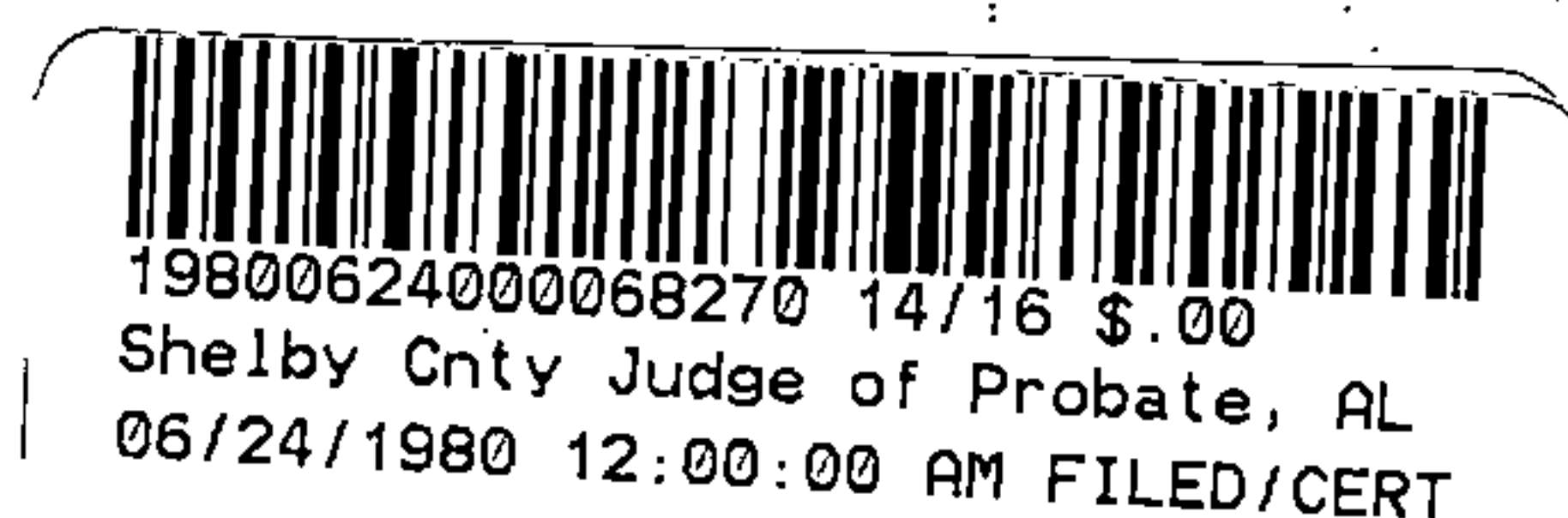
Given under my hand and official seal this 23rd day of June, 1980.

Donna Jo Penn
NOTARY PUBLIC

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STATE OF ALABAMA)

JEFFERSON COUNTY)



I, the undersigned Notary Public in and for said County in said State, hereby certify that Robert E. Perry, whose name 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 such instrument, he executed the same voluntarily on this date.

Given under my hand and official seal this 23rd day of June, 1980.

Donna Jo Penn
NOTARY PUBLIC

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that J. Elmer Massey, whose name 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 such instrument, he executed the same voluntarily on this date.

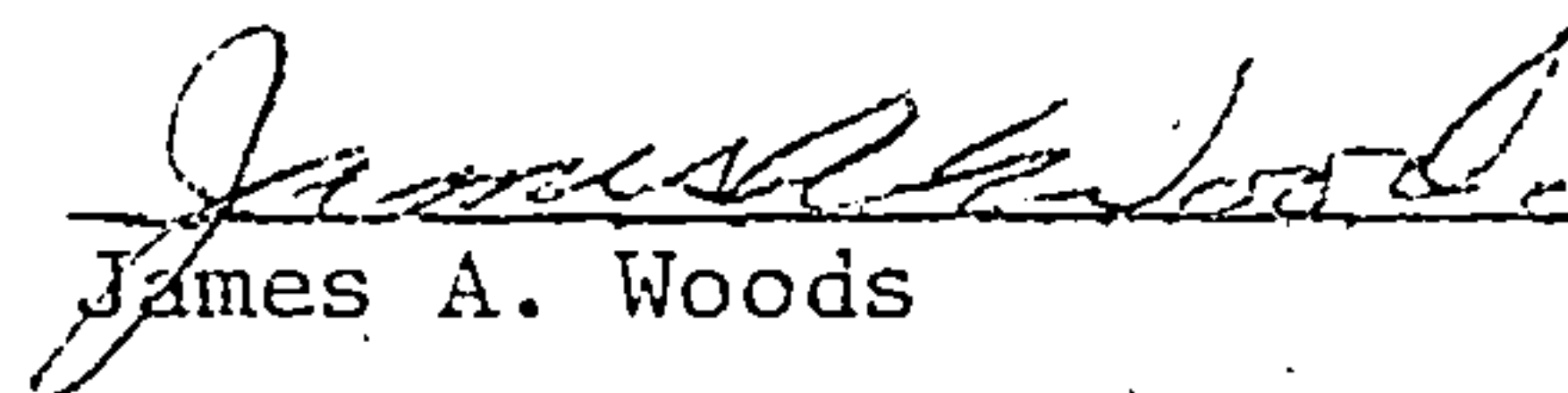
Given under my hand and official seal this 23rd day of June, 1980.

Donna Jo Penn
NOTARY PUBLIC

STATE OF ALABAMA)

JEFFERSON COUNTY)

James A. Woods, being duly sworn, does hereby depose and say that he is a general partner named in the foregoing Agreement and Certificate of Limited Partnership of MSR, Ltd., and that the statements contained in said Agreement and Certificate are true and correct to the best of his knowledge, information and belief.


James A. Woods

Sworn to and subscribed before me
on this 2nd day of June, 1980.


NOTARY PUBLIC



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PARCEL I

A parcel of land situated in the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter Section 12, Township 20 South Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the southwest corner of the southeast quarter of the northwest quarter Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and run east along the south line of the SE 1/4 of the NW 1/4 for 1091.30 feet (Deed 1091.42 feet) to a point in the center of the Old Birmingham Montgomery Highway; thence 69°30' 13" left (Deed 69°30') and in a northeasterly direction along the center of the Old Birmingham-Montgomery Highway 480.00 feet; thence 1°30'55" right and in a northeasterly direction along said center of road for 115.69 feet to the point of beginning; thence continue northeasterly along said center of the Old Birmingham-Montgomery Highway 215.65 feet; thence 112°00'42" left and in a westerly direction parallel to the south line of said 1/4-1/4 for 967.61 feet thence 91°25' left and in a southerly direction for 200.00 feet; thence 88°35' left and in a easterly direction parallel to the south line of said 1/4-1/4 for 891.84 feet to the point of beginning.

PARCEL II

A parcel of land situated in the southeast quarter of the northwest quarter, Section 12, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows: Commence at the southwest corner of the southeast quarter of the northwest quarter, Section 12, Township 20 South, Range 3 West, Shelby County, Alabama and run east along the south line of the SE 1/4 of the NW 1/4 for 1091.30 feet (Deed 1091.42 feet) to a point in the center of the Old Birmingham Montgomery Highway; thence 69° 30' 13" left (Deed 69° 30') and in a northeasterly direction along the center of the Old Birmingham Montgomery Highway 480.00 feet; thence 1° 30' 55" right and in a northeasterly direction along said center of road for 115.69 feet to the point of beginning; thence 112° 00' 42" left and in a westerly direction parallel to the south line of said 1/4-1/4 for 143.14 feet; thence 134° 03' 36" left and in a southeasterly direction for 111.86 feet; thence 29° 39' 54" left and in a southeasterly direction 30.61 feet to a point on the center of the Old Birmingham Montgomery Highway; thence 84° 15' 48" left and run northeasterly along the center of said Old Birmingham Montgomery Highway 95.96 feet to the point of beginning. Containing 7214.45 square feet, more or less.

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

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EXHIBIT A