

SUPPLEMENTAL INDENTURE dated as of April 1, 1981 made and entered into by and between **ALABAMA POWER COMPANY**, a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Birmingham, Jefferson County, Alabama (hereinafter commonly referred to as the "Company"), and **CHEMICAL BANK**, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of January 1, 1942 between the Company and Chemical Bank & Trust Company (Chemical Bank successor by merger), as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture").

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1972 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the office of the judge of probate of each county in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered various supplemental indentures for the purposes, among others, of further securing such bonds and of creating the bonds of other series described therein, and such supplemental indentures described and set forth additional property conveyed thereby and are also of record in the offices of the judges of probate of some of or all the counties in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage

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Bonds, 17 $\frac{3}{8}$ % Series due April 1, 2011" (hereinafter sometimes referred to as the "Second 1981 Series"), the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature April 1, 2011; and

WHEREAS each of the registered bonds of the Second 1981 Series is to be substantially in the following form, to wit:

[FORM OF REGISTERED BOND OF THE SECOND 1981 SERIES]

[FACE]

ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 17 $\frac{3}{8}$ % SERIES DUE APRIL 1, 2011

No. \$.....

Alabama Power Company, an Alabama corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on April 1, 2011, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to October 1, 1981, in which case from April 1, 1981 (or, if this bond is dated between the record date for any interest payment date and such interest payment date, then from such interest payment date, provided, however, that if the Company shall default in payment of the interest due on such interest payment date, then from the next preceding semi-annual interest payment date to which interest has been paid on the bonds of this series, or if such interest payment date is October 1, 1981, from April 1, 1981), at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on April 1 and October 1 in each year.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

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This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, ALABAMA POWER COMPANY has caused this bond to be executed in its name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated,

ALABAMA POWER COMPANY,

By
President.

Attest:

.....
Secretary.

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TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

CHEMICAL BANK,
As Trustee,

By
Authorized Officer.

[REVERSE]

ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 17 $\frac{3}{8}$ % SERIES DUE APRIL 1, 2011

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The interest payable on any April 1 or October 1 will, subject to certain exceptions provided in the Indenture hereinafter mentioned, be paid to the person in whose name this bond is registered at the close of business on the record date, which shall be the March 15 or September 15, as the case may be, next preceding such interest payment date, or, if such March 15 or September 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of January 1, 1942, given by the Company to Chemical Bank & Trust Company, as trustee, under which indenture Chemical Bank (hereinafter sometimes referred to as the "Trustee") is successor Trustee, and indentures supplemental thereto, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided.

Upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed

(in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of the sinking or improvement fund or the maintenance and/or replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", provided, however, that none of the bonds of this series shall be so redeemed prior to April 1, 1986 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 17.66% per annum, and (b) if redeemed by the operation of the sinking or improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, without premium:

If Redeemed During the Twelve Months Ending the Last Day of March,

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1982.....	16.62%	1994.....	8.31%
1983.....	15.93	1995.....	7.62
1984.....	15.24	1996.....	6.93
1985.....	14.54	1997.....	6.24
1986.....	13.85	1998.....	5.54
1987.....	13.16	1999.....	4.85
1988.....	12.47	2000.....	4.16
1989.....	11.77	2001.....	3.47
1990.....	11.08	2002.....	2.77
1991.....	10.39	2003.....	2.08
1992.....	9.70	2004.....	1.39
1993.....	9.01	2005.....	.70

and without premium if redeemed on or after April 1, 2005.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at such other office or agency of the Company as the Company may from time to time designate, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for registration of transfer, and upon any such registration of transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment and for all other purposes. Registered bonds of this series shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any registration of transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

AND WHEREAS all acts and things necessary to make the bonds of the Second 1981 Series, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this Supplemental

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Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, as heretofore supplemented and amended, have in all respects been duly authorized;

Now, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture or the Indenture as supplemented and amended, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$75,000,000 principal amount of bonds of the Second 1981 Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Chemical Bank, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created, and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the States of Alabama and Georgia, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof:

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I.

ELECTRIC GENERATING PLANTS.

All improvements and additions to electric generating plants and stations of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including all power houses, buildings, reservoirs, dams, pipelines, flumes, structures and works, and the land on which the same are situated, and all water rights, and all other lands and easements, rights of way, permits, privileges, towers, poles, wires, machinery, equipment, appliances, appurtenances and supplies, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such plants and stations or any of them, or adjacent thereto, including the following described property located in the State of Alabama:

Additional lands for the Ernest C. Gaston Steam Plant located as follows:

1. In Sections 29 and 32, Township 20 South, Range 2 East, Shelby County, Alabama, as described in deed dated December 15, 1980, from C. R. Holliman, a widower, to Alabama Power Company, recorded in Deed Book 330, Pages 277-278, in the Probate Office of Shelby County, Alabama.

2. In Sections 29, 32, and 33, Township 20 South, Range 2 East, Shelby County, Alabama, in deed dated December 19, 1980, from James L. Clayton and wife, Elizabeth G. Clayton, and Thomas N. Clayton and wife, Mary Ann Clayton, to Alabama Power Company, recorded in Deed Book 330, Pages 300-302, in the Probate Office of Shelby County, Alabama.

3. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, in deed dated November 14, 1980, from Cecile H. Youngblood and husband, Glenn A. Youngblood, to Alabama Power Company, recorded in Deed Book 330, Page 281, in the Probate Office of Shelby County, Alabama.

4. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, in deed dated November 14, 1980, from Glenda Y. Norris and husband, David S. Norris, and Cecile H. Youngblood and husband, Glenn A. Youngblood, to Alabama Power Company, recorded in Deed Book 330, Page 282, in the Probate Office of Shelby County, Alabama.

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5. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, in deed dated November 26, 1980, from Jennifer Y. Brown and husband, Randal Brown, and Cecile H. Youngblood and husband, Glenn A. Youngblood, to Alabama Power Company, recorded in Deed Book 330, Page 279, in the Probate Office of Shelby County, Alabama.

II.

ELECTRIC TRANSMISSION LINES.

All the electric transmission lines of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including towers, poles, pole lines, wires, switches, switch racks, switchboards, insulators, and other appliances and equipment, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such transmission lines or any of them or adjacent thereto; together with all real property, rights of way, easements, permits, privileges, franchises and rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways, within as well as without the corporate limits of any municipal corporation, including lines in the State of Alabama connecting the points indicated as follows:

115 KV, 161 KV and 230 KV Lines.

<u>Line</u>	<u>Length in Miles</u>
Air Products & Chemical Co. 115 KV Line (Flomaton) . . .	1.33
Air Products-Gulf Power 115 KV Line (Flomaton) . . . . .	.16
Amoco Fabrics 115 KV Line (Roanoke) . . . . .	.14
Ashford 115 KV Line . . . . .	.22
Black Warrior EMC 115 KV Line (Coatopa)	1.24
Central Alabama ECI 115 KV Line (East Chilton) . . . . .	.01
City of Dothan-East Haven 115 KV Line	1.37
Colonial Pipeline 115 KV Line (Pelham) . . . . .	.11
Clay-Oneonta 230 KV Line . . . . .	.59
Clay-Springville 115 KV Line	2.02
Crawford-Cottage Hill 115 KV Line (Mobile) . . . . .	.07
Cropwell 115 KV Line (Anniston)	1.47
Dawes-Cottage Hill 115 KV Line (Mobile) . . . . .	.04

115 KV, 161 KV and 230 KV Lines.—(Continued)

<u>Line</u>	<u>Length in Miles</u>
East Montevallo 115 KV Line .....	.23
Gorgas-Oakman 161 KV Line .....	.65
Hollywood-Homewood 115 KV Line .....	.71
Ideal Basic Industries 115 KV Line (Theodore) .....	.11
Lakepoint 115 KV Line (Eufaula) .....	.28
McMillan-Bloedel 115 KV Line (Pine Hill) .....	.17
McMillan-Bloedel Sub. #2 115 KV Line (Pine Hill) ....	.17
National Cement Co. 115 KV Line (Ragland) .....	.01
North Helena-Valleydale 115 KV Line .....	.59
Plantation Pipeline 115 KV Line (Clanton) .....	.49
Rosehill 115 KV Line (Leeds) .....	.32
SEGCo-Georgia State Line 230 KV Line (Wilsonville) ...	.45
Selma-Demopolis 115 KV Line .....	.01
Silverhill-Foley-Barnwell 115 KV Line	7.02
South Prattville-Prattmont 115 KV Line .....	.02
Tallapoosa River ECI 115 KV Line (New Site) .....	.01
Union Camp Corp. 115 KV Line (Chapman) .....	.24
Valley Creek 115 KV Line (Selma) .....	.14
Virginia Chemicals 115 KV Line (Mobile) .....	.28

44 KV Lines.

Bayou La Batre-Coden 44 KV Line	1.31
Drummond Coal Company 44 KV Line (Short Creek) ....	.13
Eleventh St. Central Sub. 44 KV Line (Tuscaloosa) .....	.57
Geiger 44 KV Line (Mobile) .....	.11
Jasper-Carbon Hill-Brilliant 44 KV Line .....	.69
Midway-Clayton 44 KV Line .....	.03
Nauvoo 44 KV Line (Jasper) .....	.73
Rosedale 44 KV Line (Tuscaloosa) .....	.04
Selma-Marion Junction 44 KV Line .....	.83
South Tuscaloosa 44 KV Line .....	.39
Theodore-Dauphin Island 44 KV Line	1.90
UniRoyal 44 KV Line (Opelika) .....	.40

III.

ELECTRIC DISTRIBUTION SYSTEMS.

All electric distribution systems of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including substations, transformers, switchboards, towers, poles, wires, insulators, subways, trenches, conduits, manholes, cables, meters and other appliances and equipment and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such distribution systems or any of them or adjacent thereto; together with all real property, rights of way, easements, permits, privileges, franchises and rights, for or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation, including systems or extensions of systems in or near the towns, cities and communities in the State of Alabama named in the following tabulation, and franchises granted by the governing bodies of such cities and towns on the dates indicated and under such systems are or may be operated:

<u>City, Town or Community</u>	<u>Date Franchise Granted</u>
Jacksons Gap	December 16, 1980
Valley	November 17, 1980

IV.

SUBSTATIONS, REGULATING STATIONS, SWITCHING STATIONS,
SECTIONALIZING SWITCHES AND SITES.

All the substations and switching stations of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, for transforming, regulating, converting or distributing or otherwise regulating electric current at any of its plants and elsewhere, together with all buildings, transformers, wires, insulators and other appliances and equipment, and all other property, real or personal, forming a part of, or appertaining to or used, occupied or enjoyed in connection with, any of such substations and switching stations, or adjacent thereto, or sites therefor, including the following property located in the State of Alabama:

1. The Walston Bridge Road District Substation in Walker County, Alabama, described in deed dated November 18, 1980, from Sylvester Anton, Clerk of the Circuit Court of Walker County, Alabama, to Alabama Power Company, recorded in Deed Book 1173, Pages 462-464, in the Probate Office of Walker County, Alabama.

2. The Parkway District Substation in Jefferson County, Alabama, described in deed dated December 16, 1980, from John E. Young and wife, Edith Mae Young, to Alabama Power Company, recorded in Real Volume 2001, Pages 408-409, in the Probate Office of Jefferson County, Alabama.

V.

TELEPHONE PROPERTIES.

All telephone lines, systems, properties, plants and equipment of the Company made, constructed, or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture used or available for use in the operation of its properties, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such telephone properties or any of them, or adjacent thereto; together with all real estate, rights of way, easements, permits, privileges, franchises, property, devices or rights related to the dispatch, transmission, reception or reproduction of messages, communications, intelligence, signals, light, vision or sound by electricity, wire or otherwise, including all telephone equipment installed in buildings used as general and divisional offices, substations and generating stations and all telephone lines erected on towers and poles.

VI.

OTHER REAL PROPERTY.

All other real property of the Company acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, and all interests therein, of every nature and description wherever located, including the following described property located in the State of Alabama:

A. Additional lands for the Rother L. Harris Hydro Plant located as follows:

1. In Section 25, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated November 5, 1980, from A. B. White,

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a/k/a Braska A. White, and wife, Thelma Gay White, to Alabama Power Company, recorded in Deed Book 127, Pages 731-732, in the Probate Office of Randolph County, Alabama.

2. In Section 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated August 26, 1980, from Luther Rice and wife, Laska Rice, to Alabama Power Company, recorded in Deed Book 126, Pages 779-780, in the Probate Office of Randolph County, Alabama.

3. In Section 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated August 26, 1980, from Jerry Rice and wife, Shirley Rice, to Alabama Power Company, recorded in Deed Book 126, Pages 773-774, in the Probate Office of Randolph County, Alabama.

4. In Section 5, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated August 6, 1980, from Jim D. Willingham and wife, Margaret E. Willingham, to Alabama Power Company, recorded in Deed Book 126, Pages 627-629, in the Probate Office of Randolph County, Alabama.

5. In Section 12, Township 19 South, Range 11 East and in Sections 33 and 34, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 17, 1980, from J. Hoyt Boyd and wife, Bertie H. Boyd, to Alabama Power Company, recorded in Deed Book 126, Pages 965-966, in the Probate Office of Randolph County, Alabama.

6. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated July 1, 1980, from Claude M. Denson and wife, Margaret W. Denson, to Alabama Power Company, recorded in Deed Book 126, Pages 235-236, in the Probate Office of Randolph County, Alabama.

7. In Section 7, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated July 16, 1980, from Charles Edward Shears and Doris S. Hayes, as Trustees under Trust Agreement dated December 26, 1975, as recorded in Deed Book 111, Page 779, in the Probate Office of Randolph County, Alabama, to Alabama Power Company, recorded in Deed Book 126, Pages 364-366, in the Probate Office of Randolph County, Alabama.

8. In Section 8, Township 19 South, Range 11 East, Randolph County, Alabama, in deed of correction dated January 23, 1980, from George L. Wortham and wife, Jessie N. Wortham, to Alabama Power Company, recorded in Deed Book 125, Pages 119-120, in the Probate Office of Randolph County, Alabama.

9. In Section 2, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated November 18, 1980, from Earl F.

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Brown and wife, Margaret Ann Brown, to Alabama Power Company, recorded in Deed Book 128, Pages 242-244, in the Probate Office of Randolph County, Alabama.

10. In Sections 12 and 13, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 2, 1980, from J. V. Parker and wife, Elva Parker, to Alabama Power Company, recorded in Deed Book 127, Pages 848-850, in the Probate Office of Randolph County, Alabama.

11. In Sections 12 and 13, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 2, 1980, from Jesse Shelton and wife, Thelma Joyce Shelton, to Alabama Power Company, recorded in Deed Book 127, Pages 851-853, in the Probate Office of Randolph County, Alabama.

12. In Section 33, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 4, 1980, from George W. Perry and wife, Vernie L. Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 915-917, in the Probate Office of Randolph County, Alabama.

13. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 18, 1980, from James C. Moses and wife, Elore Moses, to Alabama Power Company, recorded in Deed Book 128, Pages 28-30, in the Probate Office of Randolph County, Alabama.

14. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 12, 1980, from Linda Yates Tillinghast and husband, Herbert Spencer Tillinghast, to Alabama Power Company, recorded in Deed Book 128, Pages 14-16, in the Probate Office of Randolph County, Alabama.

15. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 10, 1980, from Anna Burke Yates, a widow, to Alabama Power Company, recorded in Deed Book 128, Pages 25-27, in the Probate Office of Randolph County, Alabama.

16. In Sections 11, 14, and 23, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated November 25, 1980, from Herman Needham and wife, Cora B. Needham, to Alabama Power Company, recorded in Deed Book 127, Pages 860-862, in the Probate Office of Randolph County, Alabama.

17. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 19, 1980, from Thomas D. Carlisle and wife, Katherine S. Carlisle, to Alabama Power Company, recorded in Deed Book 128, Pages 263-265, in the Probate Office of Randolph County, Alabama.

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18. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 19, 1980, from Jerry W. Carlisle, a single man, to Alabama Power Company, recorded in Deed Book 128, Pages 257-259, in the Probate Office of Randolph County, Alabama.

19. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 20, 1980, from Ronald E. Carlisle and wife, Patricia M. Carlisle, to Alabama Power Company, recorded in Deed Book 128, Pages 251-253, in the Probate Office of Randolph County, Alabama.

20. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 19, 1980, from Charles A. Carlisle and wife, Vicki Carlisle, to Alabama Power Company, recorded in Deed Book 128, Pages 248-250, in the Probate Office of Randolph County, Alabama.

21. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 11, 1980, from George W. Carlisle, Jr. and wife, Nellie Jo Carlisle, to Alabama Power Company, recorded in Deed Book 128, Pages 245-247, in the Probate Office of Randolph County, Alabama.

22. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 29, 1980, from Rebecca E. Bentley, an unmarried woman, to Alabama Power Company, recorded in Deed Book 128, Pages 254-256, in the Probate Office of Randolph County, Alabama.

23. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated December 29, 1980, from Jeff L. Thomas and wife, Carolyn C. Thomas, to Alabama Power Company, recorded in Deed Book 128, Pages 239-241 in the Probate Office of Randolph County, Alabama.

24. In Section 24, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated December 17, 1980, from Coleman White and wife, Mary F. White, to Alabama Power Company, recorded in Deed Book 128, Pages 34-36, in the Probate Office of Randolph County, Alabama.

25. In Section 5, Township 20 South, Range 10 East, Randolph County, Alabama, in conditional deed dated July 29, 1980, from Lynward Amason, a/k/a Lynwood Amason, and wife, Mamie H. Amason, to Alabama Power Company, recorded in Deed Book 126, Pages 565-568, and receipt for balance of payment dated November 13, 1980, recorded in Deed Book 127, Pages 742-744, in the Probate Office of Randolph County, Alabama.

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26. In Section 12, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 29, 1980, from Joe Holloway and wife, Lois Holloway, to Alabama Power Company, recorded in Deed Book 127, Pages 565-567, in the Probate Office of Randolph County, Alabama.

27. In Sections 35 and 36, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 27, 1980, from Exa Hunter Kerr and husband, R. H. Kerr, to Alabama Power Company, recorded in Deed Book 127, Pages 544-546, in the Probate Office of Randolph County, Alabama.

28. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 28, 1980, from William J. Zorn, Jr. and wife, Wilma H. Zorn, to Alabama Power Company, recorded in Deed Book 127, Pages 529-531, in the Probate Office of Randolph County, Alabama.

29. In Section 29, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 15, 1980, from Elmore Young and wife, Carrie Young, to Alabama Power Company, recorded in Deed Book 127, Pages 483-485, in the Probate Office of Randolph County, Alabama.

30. In Sections 19, 20, and 29, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 20, 1980, from G. O. McGinnis and wife, Betty Hampton McGinnis, to Alabama Power Company, recorded in Deed Book 127, Pages 440-442, in the Probate Office of Randolph County, Alabama.

31. In Sections 28 and 33, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 28, 1980, from William J. Zorn, Jr. and wife, Wilma H. Zorn, to Alabama Power Company, recorded in Deed Book 127, Pages 535-537, in the Probate Office of Randolph County, Alabama.

32. In Section 11, Township 19 South, Range 11 East, Randolph County, Alabama, in conditional deed dated May 28, 1980, from Earnest M. Calhoun and wife, Minnie J. Calhoun, to Alabama Power Company, recorded in Deed Book 125, Pages 914-916, and in receipt for balance of payment dated November 5, 1980, recorded in Deed Book 127, Pages 739-741, in the Probate Office of Randolph County, Alabama.

33. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated November 12, 1980, from Glenn Edward Traylor and wife, Betty Traylor, and S. G. Traylor and wife, Lorena B. Traylor, to Alabama Power Company, recorded in Deed Book 127, Pages 713-715, in the Probate Office of Randolph County, Alabama.

34. In Section 3, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated November 26, 1980, from Jeanette W. Wright, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 866-868, in the Probate Office of Randolph County, Alabama.

35. In Section 18, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated December 1, 1980, from Myron L. McCormick and wife, Johnnie J. McCormick, to Alabama Power Company, recorded in Deed Book 127, Pages 845-847, in the Probate Office of Randolph County, Alabama.

36. In Sections 16, 21, 22, and 23, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 27, 1980, from Exa Hunter Kerr and husband, R. H. Kerr, to Alabama Power Company, recorded in Deed Book 127, Pages 547-549, in the Probate Office of Randolph County, Alabama.

37. In Section 3, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated November 19, 1980, from C. W. Dobson and wife, Mae Dobson, to Alabama Power Company, recorded in Deed Book 127, Pages 647-649, in the Probate Office of Randolph County, Alabama.

38. In Section 29, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 19, 1980, from Larry A. Bradley and wife, Rita Bradley, to Alabama Power Company, recorded in Deed Book 127, Pages 722-724, in the Probate Office of Randolph County, Alabama.

39. In Section 7, Township 20 South, Range 10 East, Randolph County, Alabama, and in Section 12, Township 20 South, Range 9 East, Clay County, Alabama, in deed dated October 2, 1980, from Loyd H. Amason and wife, Janet H. Amason, to Alabama Power Company, recorded in Deed Book 127, Pages 270-272, in the Probate Office of Randolph County, Alabama, and in Deed Book 81, Pages 275-277, in the Probate Office of Clay County, Alabama.

40. In Section 11, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated December 11, 1980, from E. R. Stephenson and wife, Cheryl C. Stephenson, and Jack B. Westberry and wife, Gloria S. Westberry, to Alabama Power Company, recorded in Deed Book 128, Pages 20-22, in the Probate Office of Randolph County, Alabama.

41. In Section 28, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated November 15, 1980, from Johnny C. Williams and wife, Kathrine Williams, to Alabama Power Company, recorded in Deed Book 127, Pages 878-880, in the Probate Office of Randolph County, Alabama.

42. In Section 28, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated December 17, 1980, from Mackey A. Walston and wife, Allison Walston, to Alabama Power Company, recorded in Deed Book 128, Pages 37-39, in the Probate Office of Randolph County, Alabama.

43. In Section 29, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated November 5, 1980, from Orbie W. Spradlin and wife, Mary N. Spradlin, to Alabama Power Company, recorded in Deed Book 127, Pages 733-735, in the Probate Office of Randolph County, Alabama.

44. In Section 10, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated November 10, 1980, from Charles W. Rice and wife, Frances O. Rice, to Alabama Power Company, recorded in Deed Book 127, Pages 706-708, in the Probate Office of Randolph County, Alabama.

45. In Sections 16, 17, 20, and 21, Township 19 South, Range 11 East, Randolph County, Alabama, in conditional deed dated December 12, 1978, from Luther Rice and wife, Laska Rice, to Alabama Power Company, recorded in Deed Book 121, Pages 290-291, and in receipt for balance of payment dated October 16, 1980, recorded in Deed Book 127, Pages 349-350, in the Probate Office of Randolph County, Alabama.

46. In Sections 11 and 14, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 18, 1980, from Tommy Hartley and wife, Phyllis Hartley, Jack Shelton and wife, Betty Shelton, and Larry Nobbly and wife, Connie Nobbly, to Alabama Power Company, recorded in Deed Book 127, Pages 650-652, in the Probate Office of Randolph County, Alabama.

47. In Section 11, Township 19 South, Range 11 East, Randolph County, Alabama, in conditional deed dated May 28, 1980, from Dewitt Wilder and wife, Ann Wilder, to Alabama Power Company, recorded in Deed Book 125, Pages 911-913, and in receipt for balance of payment dated October 29, 1980, recorded in Deed Book 127, Pages 553-555, in the Probate Office of Randolph County, Alabama.

48. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 28, 1980, from William J. Zorn, Jr. and wife, Wilma H. Zorn, to Alabama Power Company, recorded in Deed Book 127, Pages 532-534, in the Probate Office of Randolph County, Alabama.

49. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated November 14, 1980, from William A.

Morrison, Jr. and wife, Avery G. Morrison, to Alabama Power Company, recorded in Deed Book 127, Pages 653-655, in the Probate Office of Randolph County, Alabama.

50. In Section 15, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 5, 1980, from Gerald Dial and wife, Faye Dial, to Alabama Power Company, recorded in Deed Book 127, Pages 598-600, in the Probate Office of Randolph County, Alabama.

51. In Section 15, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 30, 1980, from William J. Zorn, Jr. and wife, Wilma H. Zorn, to Alabama Power Company, recorded in Deed Book 127, Pages 621-623, in the Probate Office of Randolph County, Alabama.

52. In Sections 20 and 29, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 5, 1980, from Lula Florence, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 736-738, in the Probate Office of Randolph County, Alabama.

53. In Section 31, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 29, 1980, from Tony R. Messer and wife, Geneva L. Messer, to Alabama Power Company, recorded in Deed Book 127, Pages 556-558, in the Probate Office of Randolph County, Alabama.

54. In Sections 33 and 34, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 24, 1980, from Dewey S. Mize, a widower, and Mattie L. Mize, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 39-41, in the Probate Office of Randolph County, Alabama.

55. In Section 31, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 24, 1980, from Dan Clement and wife, Irene Clement, to Alabama Power Company, recorded in Deed Book 127, Pages 17-19, in the Probate Office of Randolph County, Alabama.

56. In Sections 29 and 31, Township 19 South, Range 11 East, Randolph County, Alabama, in conditional deed dated May 6, 1980, from Paul Holloway and wife, Inez Holloway, to Alabama Power Company, recorded in Deed Book 125, Pages 686-688, and in receipt for balance of payment dated October 22, 1980, recorded in Deed Book 127, Pages 453-454, in the Probate Office of Randolph County, Alabama.

57. In Section 19, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated December 22, 1980, from T. G.

Robertson and wife, Bernadeen K. Robertson, to Alabama Power Company, recorded in Deed Book 128, Pages 64-66, in the Probate Office of Randolph County, Alabama.

58. In Section 3, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated November 13, 1980, from Frances Jean Morrell and husband, Harvey F. Morrell, Jr., to Alabama Power Company, recorded in Deed Book 127, Pages 703-705, in the Probate Office of Randolph County, Alabama.

59. In Section 3, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated December 6, 1980, from Mary Jane Wert and husband, Joseph T. Wert, III, to Alabama Power Company, recorded in Deed Book 127, Pages 924-926, in the Probate Office of Randolph County, Alabama.

60. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 26, 1980, from Delmer L. Bolt and wife, Ruth Bolt, to Alabama Power Company, recorded in Deed Book 127, Pages 114-118, in the Probate Office of Randolph County, Alabama.

61. In Section 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 22, 1980, from Jerry Rice and wife, Shirley Rice, to Alabama Power Company, recorded in Deed Book 127, Pages 465-467, in the Probate Office of Randolph County, Alabama.

62. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 23, 1980, from Leon Foster and wife, Myrtle Foster, to Alabama Power Company, recorded in Deed Book 127, Pages 30-32, in the Probate Office of Randolph County, Alabama.

63. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 23, 1980, from S. Leon Foster and wife, Myrtle Foster, to Alabama Power Company, recorded in Deed Book 127, Pages 27-29, in the Probate Office of Randolph County, Alabama.

64. In Section 19, Township 19 South, Range 11 East, and Sections 21 and 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 22, 1980, from James N. Nelson and wife, Clara Nelson, to Alabama Power Company, recorded in Deed Book 127, Pages 60-62, in the Probate Office of Randolph County, Alabama.

65. In Section 16, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 8, 1980, from Rachel M. Randle, a widow, a/k/a Rachel Randle, to Alabama Power Company,

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recorded in Deed Book 127, Pages 360-362, in the Probate Office of Randolph County, Alabama.

66. In Sections 33 and 34, Township 18 South, Range 10 East, and in Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 17, 1980, from J. Hoyt Boyd and wife, Bertie H. Boyd, to Alabama Power Company, recorded in Deed Book 126, Pages 971-973, in the Probate Office of Randolph County, Alabama.

67. In Section 32, Township 17 South, Range 10 East, Cleburne County, Alabama, in deed dated October 29, 1980, from Woodrow B. Thrash and wife, Edith D. Thrash, to Alabama Power Company, recorded in Deed Book 154, Pages 798-800, in the Probate Office of Cleburne County, Alabama.

68. In Section 8, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 13, 1980, from E. B. Teague, a widower, to Alabama Power Company, recorded in Deed Book 127, Pages 357-359, in the Probate Office of Randolph County, Alabama.

69. In Section 11, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated December 16, 1980, from Sallie McDonald Ussery, William W. McDonald, Allan J. McDonald, Gordon C. Ussery and Nellie W. McDonald, as Trustees under the Sallie McDonald Ussery Family Trust, to Alabama Power Company, recorded in Deed Book 128, Pages 61-63, in the Probate Office of Randolph County, Alabama.

70. In Section 11, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 19, 1980, from Edward M. Calhoun and wife, Betty J. Calhoun, to Alabama Power Company, recorded in Deed Book 127, Pages 761-763, in the Probate Office of Randolph County, Alabama.

71. In Section 25, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated September 15, 1980, from John W. Satterwhite and wife, Ernestine Satterwhite, to Alabama Power Company, recorded in Deed Book 126, Pages 921-923, in the Probate Office of Randolph County, Alabama.

72. In Section 16, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 15, 1980, from Lawrence Holloway and wife, Winnie H. Holloway, to Alabama Power Company, recorded in Deed Book 126, Pages 924-926, in the Probate Office of Randolph County, Alabama.

73. In Sections 19 and 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 7, 1980, from Luther Rice and wife, Laska Rice, to Alabama Power Company, re-

corded in Deed Book 127, Pages 231-233, in the Probate Office of Randolph County, Alabama.

74. In Section 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 7, 1980, from Luther Rice and wife, Laska Rice, to Alabama Power Company, recorded in Deed Book 127, Pages 246-248, in the Probate Office of Randolph County, Alabama.

75. In Section 3, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated October 7, 1980, from T. J. Brazeal and wife, Omie Brazeal, to Alabama Power Company, recorded in Deed Book 127, Pages 282-284, in the Probate Office of Randolph County, Alabama.

76. In Sections 25, 27, and 34, Township 19 South, Range 10 East, and in Sections 14, 19, and 23, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 22, 1980, from M. H. Hooton, a/k/a Madison Hilton Hooton, and wife, Marian P. Hooton, to Alabama Power Company, recorded in Deed Book 127, Pages 461-464, in the Probate Office of Randolph County, Alabama.

77. In Sections 22 and 26, Township 19 South, Range 10 East, and in Section 12, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 6, 1980, from John B. Graves and wife, Eva Lena C. Graves, to Alabama Power Company, recorded in Deed Book 127, Pages 251-253, in the Probate Office of Randolph County, Alabama.

78. In Sections 22 and 26, Township 19 South, Range 10 East, and in Section 12, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 8, 1980, from Edwin C. Graves and wife, Virginia H. Graves, to Alabama Power Company, recorded in Deed Book 127, Pages 477-479, in the Probate Office of Randolph County, Alabama.

79. In Sections 22 and 26, Township 19 South, Range 10 East, and in Section 12, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 9, 1980, from Sandra H. Watson and husband, H. D. Watson, Jr., to Alabama Power Company, recorded in Deed Book 127, Pages 437-439, in the Probate Office of Randolph County, Alabama.

80. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 29, 1980, from Victor Gori, a single man, and Rebecca Gori, a single woman, to Alabama Power Company, recorded in Deed Book 127, Pages 562-564, in the Probate Office of Randolph County, Alabama.

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81. In Section 23, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 27, 1980, from Mavis Lipham and husband, J. I. Lipham, to Alabama Power Company, recorded in Deed Book 127, Pages 559-561, in the Probate Office of Randolph County, Alabama.

82. In Section 10, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 28, 1980, from Woodrow Crews and wife, Blanche Crews, to Alabama Power Company, recorded in Deed Book 127, Pages 541-543, in the Probate Office of Randolph County, Alabama.

83. In Sections 15, 22, 26, and 27, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 8, 1980, from Bert Mitchell and wife, Lessie Mitchell, to Alabama Power Company, recorded in Deed Book 127, Pages 240-242, in the Probate Office of Randolph County, Alabama.

84. In Sections 18 and 19, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated October 2, 1980, from Ross McCormack and wife, Laura McCormack, to Alabama Power Company, recorded in Deed Book 127, Pages 267-269, in the Probate Office of Randolph County, Alabama.

85. In Section 32, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated November 14, 1980, from William A. Morrison, Jr. and wife, Avery G. Morrison, to Alabama Power Company, recorded in Deed Book 127, Pages 656-658, in the Probate Office of Randolph County, Alabama.

86. In Section 32, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated November 10, 1980, from Cecil A. Wooten and wife, Helen M. Wooten, to Alabama Power Company, recorded in Deed Book 127, Pages 697-699, in the Probate Office of Randolph County, Alabama.

87. In Section 15, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 9, 1980, from Willis C. Franklin and wife, Marjorie W. Franklin, to Alabama Power Company, recorded in Deed Book 127, Pages 225-227, in the Probate Office of Randolph County, Alabama.

88. In Sections 9 and 16, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated November 20, 1980, from John W. Kitchens, II and wife, Estill M. Kitchens, and Susan K. Watson and husband, John F. Watson, to Alabama Power Company, recorded in Deed Book 127, Pages 881-885, in the Probate Office of Randolph County, Alabama.

89. In Sections 21, 28, and 33, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 7, 1980, from Herb Hicks (being one and the same as Herbert G. Hicks) and wife, Jane F. Hicks, to Alabama Power Company, recorded in Deed Book 127, Pages 700-702, in the Probate Office of Randolph County, Alabama.

90. In Sections 1 and 12, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 25, 1980, from William Clifford Burns and wife, Helen R. Burns, to Alabama Power Company, recorded in Deed Book 127, Pages 102-104, in the Probate Office of Randolph County, Alabama.

91. In Section 17, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 8, 1980, from Garth G. Durham and wife, Laura Mae Durham, to Alabama Power Company, recorded in Deed Book 127, Pages 354-356, in the Probate Office of Randolph County, Alabama.

92. In Section 35, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 18, 1980, from Jack L. Brooks and wife, Ruth G. Brooks, to Alabama Power Company, recorded in Deed Book 126, Pages 977-979, in the Probate Office of Randolph County, Alabama.

93. In Section 35, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 23, 1980, from C. W. Thompson and wife, Hazel Thompson, to Alabama Power Company, recorded in Deed Book 127, Pages 48-50, in the Probate Office in Randolph County, Alabama.

94. In Section 3, Township 20 South, Range 11 East, Randolph County, Alabama, in deed dated October 2, 1980, from Hilda Messer Camp and husband, Benny J. Camp, to Alabama Power Company, recorded in Deed Book 127, Pages 279-281, in the Probate Office of Randolph County, Alabama.

95. In Section 22, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 1, 1980, from Jim W. Cleveland and wife, Betty Cotney Cleveland, a/k/a Betty C. Cleveland, to Alabama Power Company, recorded in Deed Book 127, Pages 199-201, in the Probate Office of Randolph County, Alabama.

96. In Sections 8 and 17, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 23, 1980, from D. D. Wortham, a single man, to Alabama Power Company, recorded in Deed Book 127, Pages 23-26, in the Probate Office of Randolph County, Alabama.

97. In Section 8, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 7, 1980, from Dewey L.

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Teague and wife, Mildred Teague, to Alabama Power Company, recorded in Deed Book 127, Pages 288-290, in the Probate Office of Randolph County, Alabama.

98. In Sections 8 and 17, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 23, 1980, from George L. Wortham and wife, Jessie N. Wortham, to Alabama Power Company, recorded in Deed Book 127, Pages 36-38, in the Probate Office of Randolph County, Alabama.

99. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 24, 1980, from Artie Sellers, a widow, Harvey T. Mize and wife, Tulane C. Mize, and Millard Mize and wife, Florence Mize, to Alabama Power Company, recorded in Deed Book 127, Pages 141-144, in the Probate Office of Randolph County, Alabama.

100. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 22, 1980, from James I. Mize and wife, Dorothy S. Mize, to Alabama Power Company, recorded in Deed Book 127, Pages 145-147, in the Probate Office of Randolph County, Alabama.

101. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 23, 1980, from Stella E. Moore, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 148-150, in the Probate Office of Randolph County, Alabama.

102. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 18, 1980, from James H. Bolt and wife, Ola Mae Bolt, to Alabama Power Company, recorded in Deed Book 127, Pages 69-72, in the Probate Office of Randolph County, Alabama.

103. In Section 20, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 18, 1980, from Lloyd R. Meeker and wife, Caroline B. Meeker, and Noma Braden, a single woman, to Alabama Power Company, recorded in Deed Book 127, Pages 66-68, in the Probate Office of Randolph County, Alabama.

104. In Section 35, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 18, 1980, from Ruth G. Brooks and husband, Jack L. Brooks, Harlos Gene Grant and wife, Sylvia Yates Grant, and Annie Lois G. Moore and husband, Ezra Moore, to Alabama Power Company, recorded in Deed Book 127, Pages 73-75, in the Probate Office of Randolph County, Alabama.

105. In Section 35, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 30, 1980, from James L. Grant and wife, Ollie S. Grant, to Alabama Power Company, recorded

in Deed Book 127, Pages 276-278, in the Probate Office of Randolph County, Alabama.

106. In Section 35, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 29, 1980, from J. V. Grant and wife, Margaret A. Grant, to Alabama Power Company, recorded in Deed Book 127, Pages 308-310, in the Probate Office of Randolph County, Alabama.

107. In Sections 14 and 15, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 17, 1980, from Alma Gladys Graves, a single woman, and Gertrude Simmons and husband, Robert B. Simmons, to Alabama Power Company, recorded in Deed Book 127, Pages 486-488, in the Probate Office of Randolph County, Alabama.

108. In Section 31, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 8, 1980, from Alma Ryntha Abner, being same as Alma Rintha Abner and Alma Rynthin Abner, a single woman, to Alabama Power Company, recorded in Deed Book 127, Pages 237-239, in the Probate Office of Randolph County, Alabama.

109. In Section 34, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 14, 1980, from J. W. Pike and wife, Glennis L. Pike, to Alabama Power Company, recorded in Deed Book 127, Pages 366-368, in the Probate Office of Randolph County, Alabama.

110. In Section 36, Township 19 South, Range 10 East, in Section 31, Township 19 South, Range 11 East, and in Section 1, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated September 24, 1980, from Frank Taylor and wife, Virginia Taylor, to Alabama Power Company, recorded in Deed Book 127, Pages 105-107, in the Probate Office of Randolph County, Alabama.

111. In Section 30, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 8, 1980, from Cora Holloway Wilder (formerly Cora W. Holloway) and husband, J. C. Wilder, to Alabama Power Company, recorded in Deed Book 127, Pages 234-236, in the Probate Office of Randolph County, Alabama.

112. In Section 4, Township 20 South, Range 10 East, Randolph County, Alabama, in deed dated September 30, 1980, from Burrell B. Yates and wife, Ruby W. Yates, to Alabama Power Company, recorded in Deed Book 127, Pages 202-204, in the Probate Office of Randolph County, Alabama.

113. In Sections 16 and 17, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 24, 1980, from

Curtis Hadley, a single man, Hoyle Hadley, a single woman, and Eva Hadley, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 33-35, in the Probate Office of Randolph County, Alabama.

114. In Sections 20 and 21, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 30, 1980, from Sue Hodge Fincher, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 207-210, in the Probate Office of Randolph County, Alabama.

115. In Section 14, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 25, 1980, from Howard McCain, Jr. and wife, Theresa Huey McCain, to Alabama Power Company, recorded in Deed Book 127, Pages 99-101, in the Probate Office of Randolph County, Alabama.

116. In Section 14, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 30, 1980, from Fred McCain and wife, Virginia O. McCain, to Alabama Power Company, recorded in Deed Book 127, Pages 329-331, in the Probate Office of Randolph County, Alabama.

117. In Sections 8 and 17, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 22, 1980, from Era Lee Greene, a/k/a Era Lee Green, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 63-65, in the Probate Office of Randolph County, Alabama.

118. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 7, 1980, from Dianne N. Craft and husband, Billy M. Craft, to Alabama Power Company, recorded in Deed Book 127, Pages 228-230, in the Probate Office of Randolph County, Alabama.

119. In Section 29, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated October 13, 1980, from Helen D. Moss and husband, Robert E. Moss, to Alabama Power Company, recorded in Deed Book 127, Pages 363-365, in the Probate Office of Randolph County, Alabama.

120. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 14, 1980, from Marietta J. Murray and husband, J. Manson Murray, to Alabama Power Company, recorded in Deed Book 127, Pages 480-482, in the Probate Office of Randolph County, Alabama.

121. In Sections 31 and 32, Township 17 South, Range 10 East, Cleburne County, Alabama, and in Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September

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30, 1980, from H. Lindley Ayres and wife, Edna Ayres, to Alabama Power Company, recorded in Deed Book 154, Pages 795-797, in the Probate Office of Cleburne County, Alabama, and in Deed Book 127, Pages 254-256, in the Probate Office of Randolph County, Alabama.

122. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 15, 1980, from Joyce J. Davis and husband, H. Clay Davis, to Alabama Power Company, recorded in Deed Book 127, Pages 474-476, in the Probate Office of Randolph County, Alabama.

123. In Section 28, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 20, 1980, from Martha Blake Frazer Rives and husband, Richard T. Rives, and Margaret Blake Kirkpatrick and husband, Robert F. Kirkpatrick, to Alabama Power Company, recorded in Deed Book 127, Pages 471-473, in the Probate Office of Randolph County, Alabama.

124. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, in deed dated September 23, 1980, from John W. Davis and wife, Joyce C. Davis, and Mary D. Hendrick, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 45-47, in the Probate Office of Randolph County, Alabama.

125. In Section 10, Township 19 South, Range 10 East, Randolph County, Alabama, in deed dated October 15, 1980, from John B. Rice and wife, Pebble J. Rice, to Alabama Power Company, recorded in Deed Book 127, Pages 468-470, in the Probate Office of Randolph County, Alabama.

126. In Section 34, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 24, 1980, from Dewey S. Mize, a widower, to Alabama Power Company, recorded in Deed Book 127, Pages 42-44, in the Probate Office of Randolph County, Alabama.

127. In Section 17, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated September 17, 1980, from R. H. Howle and wife, Martha Pauline Howle, to Alabama Power Company, recorded in Deed Book 126, Pages 967-970, in the Probate Office of Randolph County, Alabama.

128. In Section 34, Township 18 South, Range 10 East, Randolph County, Alabama, in deed dated October 16, 1980, from Alfred Craft and wife, Nora Craft, to Alabama Power Company, recorded in Deed Book 127, Pages 351-353, in the Probate Office of Randolph County, Alabama.

B. Additional lands at the General Office, Birmingham, Alabama:

1. Additional land at the General Office in Birmingham, Alabama, described in deed dated September 18, 1980, from Kleanthe Alexiou, a widow, to Alabama Power Company, recorded in Real Volume 1984, Page 815, in the Probate Office of Jefferson County, Alabama.

2. Additional land at the General Office in Birmingham, Alabama, described in deed dated August 22, 1980, from Elmar Realty Company, Inc., to Alabama Power Company, recorded in Real Volume 1952, Page 934, in the Probate Office of Jefferson County, Alabama.

3. Additional land at the General Office in Birmingham, Alabama, described in deed dated December 31, 1980, from Charles Harold Doss and wife, Elise L. Doss, and Robert W. Collins and wife, Carole L. Collins, to Alabama Power Company, recorded in Real Volume 2008, Pages 108-110, in the Probate Office of Jefferson County, Alabama.

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TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

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BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, as supplemented and amended, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, as supplemented and amended, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason whatsoever, except as otherwise expressly provided in the Indenture, as supplemented and amended; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture, as supplemented and amended, conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and

rights of every kind and description, real, personal and mixed, tangible and intangible, acquired by the Company after the execution and delivery of the Indenture and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in the Indenture, as supplemented and amended, and it is hereby agreed as follows:

SECTION 1. There is hereby created a series of bonds designated as hereinbefore set forth (said bonds being sometimes hereinafter referred to as the "bonds of 1981 (Second Series)"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of 1981 (Second Series) shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series may be issued only as registered bonds without coupons. Bonds of 1981 (Second Series) shall be in such denominations as the Board of Directors shall approve, and the execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds of 1981 (Second Series) shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of 1981 (Second Series), until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semiannually on April 1 and October 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of 1981 (Second Series) shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

The transfer of the bonds of 1981 (Second Series) may be registered at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at such other office or agency of the Company as the Company may from time to time designate. Bonds of 1981 (Second Series) shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such

BOOK 412 PAGE 703

bonds at said principal office of the Trustee, or at such other office or agency of the Company as the Company may from time to time designate. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any registration of transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

The person in whose name any bond of 1981 (Second Series) is registered at the close of business on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any registration of transfer or exchange thereof subsequent to the record date and prior to such interest payment date, except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such bond (or any bond or bonds issued, directly or after intermediate transactions, upon registration of transfer or exchange or in substitution thereof) is registered on a subsequent record date for such payment established as hereinafter provided. A subsequent record date may be established by the Company by notice mailed to the holders of bonds not less than ten days preceding such record date, which record date shall be not less than five nor more than thirty days prior to the subsequent interest payment date. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the March 15 or September 15, as the case may be, next preceding such interest payment date, or, if such March 15 or September 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized by law to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

Except as provided in this Section, every bond of 1981 (Second Series) shall be dated and shall bear interest as provided in Section 2.03 of the Indenture; provided, however, that, so long as there is no existing default in the payment of interest on such bonds, the holder of any bond authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall not be entitled to the payment of the interest due on such interest payment date and shall have no claim against the Company with respect thereto; provided, further, that, if and to the extent the Company shall default in the payment of the interest due on such interest

payment date, then any such bond shall bear interest from the April 1 or October 1, as the case may be, next preceding the date of such bond, to which interest has been paid or, if the Company shall be in default with respect to the interest due on October 1, 1981, then from April 1, 1981.

Any or all of the bonds of 1981 (Second Series) shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of Section 2.12 or of Section 7.07 of the Indenture or of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or of Section 2 of this Supplemental Indenture or of the sinking or improvement fund or maintenance and/or replacement provisions of any other Supplemental Indenture and otherwise than by the use of proceeds of released property, as defined in the Indenture, with a regular redemption premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth, provided, however, that none of the bonds of 1981 (Second Series) shall be so redeemed prior to April 1, 1986 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than the cost per annum appearing in the form of bond hereinbefore set forth, and (b), if redeemed by the operation of Section 2.12 or of Section 7.07 of the Indenture or of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or of Section 2 of this Supplemental Indenture or of the sinking or improvement fund or maintenance and/or replacement provisions of any other Supplemental Indenture or by the use of proceeds of released property, as defined in the Indenture, either (i) with a special redemption premium, if any, equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth or (ii) if no special redemption premium is so set forth, then without premium.

SECTION 2. The Company covenants that, so long as any bonds of 1981 (Second Series) shall be outstanding under the Indenture, it will on or before June 1 in each year commencing with June 1, 1982:

(a) deposit with the Trustee subject to the provisions of this Section cash and/or bonds of any series authenticated under the Indenture then outstanding (taken at their principal amount) in an amount equal to the "improvement fund requirement" (which term, as used in this Section, shall mean for any year an amount equal to one per centum (1%) of the aggregate principal amount of bonds of 1981 (Second Series) authenticated and delivered by the Trustee pursuant to the provisions of Articles IV, V and VI of the Indenture, prior to January 1 of that year, after deducting from such aggregate principal amount the principal amount of bonds of 1981 (Second Series) which, prior to January 1 of that year, have been deposited with the Trustee for cancellation as the basis for the release of property or for the withdrawal of cash representing proceeds of released property or have been purchased or redeemed by the use of proceeds of released property); or

(b) to the extent that it does not so deposit cash and/or bonds, certify to the Trustee unfunded net property additions in an amount equal to one hundred sixty-six and two-thirds per centum ($166\frac{2}{3}\%$) of the portion of the improvement fund requirement not so satisfied;

provided, however, that so long as Section 2.12 of the Indenture shall remain in effect, compliance with the requirements of said Section 2.12 shall constitute compliance with the requirements of this Section.

The term "improvement fund certificate", as used in this Section, shall mean an accountant's certificate filed by the Company with the Trustee pursuant to this Section. Such certificate may be a separate certificate or it may be combined with an improvement fund certificate or certificates filed pursuant to the improvement fund provisions of the Indenture or of any other indenture or indentures supplemental thereto.

On or before the first day of June in each year, beginning June 1, 1982, so long as any bonds of 1981 (Second Series) are outstanding under the Indenture, the Company shall (if Section 2.12 of the Indenture is no longer in effect) deliver to the Trustee an improvement fund certificate showing the improvement fund requirement for that year, the amount of cash, if any, and the principal amount of bonds authenticated under the Indenture then outstanding, if any, then to be deposited by the Company with the Trustee and, if the Company elects to satisfy the improvement fund requirement

for that year in whole or in part by the certification of unfunded net property additions, the amount, if any, of unfunded net property additions to be certified. The Company shall, concurrently with the delivery to the Trustee of such certificate, deposit with the Trustee the amount of cash, if any, and the principal amount of bonds, if any, shown in such certificate.

No property additions shall be certified in any improvement fund certificate pursuant to the provisions of this Section unless there shall be delivered to the Trustee with such certificate the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

The Trustee shall hold any cash deposited with it under the provisions of this Section as a part of the mortgaged and pledged property until paid out as hereinafter provided. Any cash deposited with the Trustee under the provisions of this Section may, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture and of an opinion of counsel,

(1) be withdrawn, used or applied by the Company in accordance with the provisions of paragraph (2), (3) or (4) of Section 10.05 of the Indenture, except that any premium required to be paid to purchase or redeem bonds shall be paid out of funds held by the Trustee under this Section and the Company shall not be required to furnish the Trustee with additional funds for such purpose or to reimburse the Trustee or the improvement fund for moneys so paid out. Interest and expenses in connection with purchases or redemptions pursuant to this Section shall be dealt with as provided in Section 9.05 of the Indenture; or

(2) be withdrawn by the Company to the extent of sixty per centum (60%) of the amount of unfunded net property additions certified to the Trustee for such purpose, but only upon receipt by the Trustee of the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

Bonds deposited with the Trustee pursuant to this Section, or purchased or redeemed by the use of cash deposited pursuant to this Section, shall be cancelled and shall not be thereafter made the basis for the authentication

of bonds, the withdrawal, use or application of cash, or the release of property, under any of the provisions of the Indenture, or thereafter used to satisfy the requirements of this Section or of any other sinking or improvement fund provided for in the Indenture or in any indenture supplemental thereto or to satisfy an unsatisfied balance of the maintenance and replacement requirement (as defined in Section 7.07 of the Indenture) or to satisfy any replacement deficit pursuant to Section 3 of the Supplemental Indenture dated as of May 1, 1957

To the extent that unfunded net property additions are certified to the Trustee to satisfy the improvement fund requirement for any year in whole or in part or as a basis for the withdrawal of cash deposited with the Trustee under the provisions of this Section, the amount of such unfunded net property additions shall thereafter be deducted in computing the amount of unfunded net property additions under Section 1.11 of the Indenture and in computing gross property additions under Section 7.07 of the Indenture.

The Company covenants that it will not, in any calendar year prior to 1986, redeem any bonds of 1981 (Second Series) through the operation of Section 2.12 of the Indenture, this Section or the sinking or improvement fund provisions of any other Supplemental Indenture in a principal amount which would exceed the improvement fund requirement for such year provided for in this Section.

SECTION 3. The Company covenants that the provisions of Section 3 of the Supplemental Indenture dated as of May 1, 1957, which are to remain in effect so long as any bonds of the 4½% Series due 1987 shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of 1981 (Second Series) shall be outstanding under the Indenture.

The Company covenants that it will not, in any calendar year, redeem any bonds of 1981 (Second Series) through the operation of Section 7.07 of the Indenture, Section 3 of the Supplemental Indenture dated as of May 1, 1957 or this Section in a principal amount which would exceed one per centum (1%) of the aggregate principal amount of bonds of 1981 (Second Series) initially authenticated and delivered under this Supplemental Indenture.

SECTION 4. The Company covenants that, so long as any bonds of 1981 (Second Series) shall be outstanding under the Indenture, it will not,

after March 31, 1981, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions made in shares of common stock of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of common stock of the Company, or purchase or otherwise acquire, or permit a subsidiary to purchase or otherwise acquire, for a consideration any shares of common stock of the Company, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of common stock of the Company after March 31, 1981 shall exceed:

(i) the earned surplus of the Company accumulated after March 31, 1981 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus applicable to the period prior to April 1, 1981, including charges for write-offs or write-downs of book values of assets owned by the Company on March 31, 1981), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1981 in an amount not exceeding \$177,000,000, plus

(iii) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after March 31, 1981, there shall be deducted the dividends accruing subsequent to March 31, 1981 on preferred stock of the Company and the greater of (x) the total amount, if any, by which the aggregate of the charges to income or earned surplus since March 31, 1981 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 15% of the gross operating revenues derived by the Company subsequent to March 31, 1981 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale,

and (y) the total amount, if any, by which the charges to income or earned surplus since March 31, 1981 as provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than the sum of the amounts equal to the product of the applicable percentage (as defined in Section 3 of the Supplemental Indenture dated as of May 1, 1957) and the mathematical average of the amounts of depreciable property (as defined in said Section 3) at the opening of business on the first day and at the close of business on the last day of each calendar year (and, proportionately, of each period of months which is less than a calendar year) subsequent to March 31, 1981 included in the period for which earned surplus is being determined. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

SECTION 5. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, as supplemented and amended, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 7. The Trustee assumes no responsibility for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

SECTION 8. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Alabama Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and

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said Chemical Bank, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Senior Trust Officers and its corporate seal to be hereunto affixed and to be attested by one of its Assistant Secretaries, in several counterparts, all as of the day and year first above written.

ALABAMA POWER COMPANY,

By

Francis J. Bowden

Vice President.



Attest:

R. A. Brown

Secretary.

Signed, sealed and delivered this 24th day of April, 1981 by ALABAMA POWER COMPANY in the presence of

Heber A. Haffner

Sylvia J. Burns

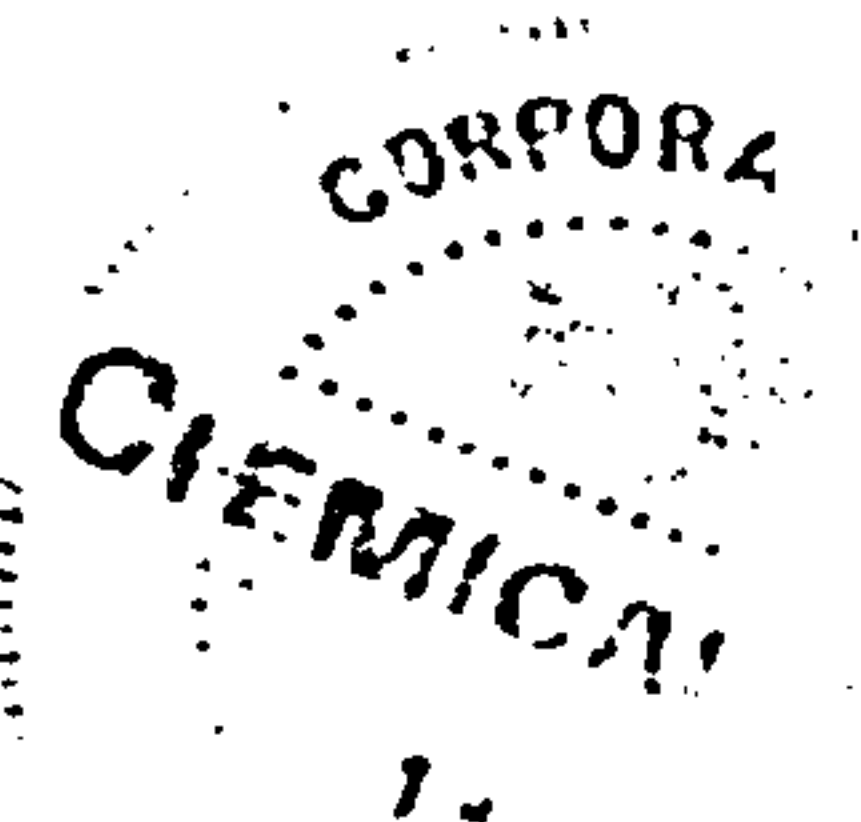
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CHEMICAL BANK,

By

P. J. Gilson

Senior Trust Officer.



Attest:

P. J. Gilson

Assistant Secretary.

Signed, sealed and delivered this 27th day of April, 1981 by CHEMICAL BANK in the presence of

G. J. Haffner

Heber A. Haffner

STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS.:

I, DOROTHY L. ESSIG, a Notary Public in and for said county, in said State, hereby certify that TRAVIS J. BOWDEN, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, 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 seal of office this 24th day of April, 1981.

Dorothy L. Essig
DOROTHY L. ESSIG
My Commission Expires
May 11, 1982

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STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS.:

On the 24th day of April, in the year one thousand nine hundred and eighty-one, before me personally came TRAVIS J. BOWDEN, to me known, who, being by me duly sworn, did depose and say that he resides at 428 Golf Drive, Birmingham, Alabama 35226; that he is a Vice President of ALABAMA POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Dorothy L. Essig
DOROTHY L. ESSIG
My Commission Expires
May 11, 1982

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, CLINTON G. MARTENS, a Notary Public in and for said county, in said State, hereby certify that T. J. FOLEY, whose name as Senior Trust Officer of CHEMICAL BANK, a corporation, is signed to the foregoing indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, 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 seal of office this 27th day of April, 1981.

Clinton G. Martens
CLINTON G. MARTENS

Notary Public, State of New York
No. [REDACTED]
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1983

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On the 27th day of April, in the year one thousand nine hundred and eighty-one, before me personally came T. J. FOLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 94 South Fourth Street, Bethpage, N. Y. 11714; that he is a Senior Trust Officer of CHEMICAL BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Clinton G. Martens
CLINTON G. MARTENS

Notary Public, State of New York
No. [REDACTED]
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1983

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Just Pd. Walker
Rec. 6300
6400

STATE OF ALABAMA } ss.:
WALKER COUNTY

I, STANLEY A. WADE, Judge of Probate of Walker County, hereby certify that the foregoing supplemental indenture has been filed for record in this office and simultaneously therewith a privilege tax of \$112,500 was paid, being the privilege tax required by Code of Alabama 1975, Section 40-22-2, on additional indebtedness of \$75,000,000 incurred under the indenture dated as of January 1, 1942, referred to in said supplemental indenture, which was first filed for record in this office.

This ...*May*...*20*..., 1981

Stanley A. Wade
.....
Judge of Probate

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STATE-ALA-WALKER-CO.
1001 MAY 20 AM 9:11
INSTRUMENT WAS FILED
JUDGE OF PROBATE