

MORTGAGE DEED

THE STATE OF ALABAMA

REAL 2109 PAGE 83

This instrument was prepared by:  
J. Fred Powell, Attorney for  
BIRMINGHAM TRUST NATIONAL BANK

JEFFERSON AND SHELBY County

P. O. Box 2554  
Birmingham, Alabama 35290

KNOW ALL MEN BY THESE PRESENTS: That whereas

Albert F. Thomasson and Sandra J. Thomasson

have become justly indebted to Birmingham Trust National Bank, a national banking association in Birmingham, Jefferson County, Alabama, (hereinafter called the Mortgagee), in the principal sum of

One Million Five Hundred Forty-seven Thousand and No/100 Dollars (\$1,547,000.00)

together with interest thereon, as evidenced by negotiable note of even date herewith, and payable in accordance with the terms thereof.

Now, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness (including future advances) now or hereafter owed by the above-named to Mortgagee and compliance with all the stipulations hereinafter contained, the undersigned Albert F. Thomasson and wife Sandra J. Thomasson

(whether one or more, hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Jefferson and Shelby County, State of Alabama, viz:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO AND MADE A PART HEREOF.

All proceeds of this loan have been applied toward the purchase price of the property described herein.

Lot 180  
Book H Page 645 (11-3-81)  
See Partial Release Misc. Bk. 416 PAGE 293  
See partial release misc. Bk. 416 PAGE 293  
See partial release Misc. Bk. 1779. 837 (12/13/82)  
See Partial Release Misc. Bk. 48 pg. 112 (12/29/82)  
(Lots 181 & 183)  
See Partial Release Misc. Bk. 53 pg. 837 (11-28-83)  
" " " " 547 59 (12-2-83) Lot 142  
" " " " 58 pg. 262 (8-14-84) Lot 144  
" " " " 58 pg. 392 (8-22-84) Lot 146  
See Exhibit A.



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

To HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, its successors and assigns forever.

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

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.
3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire, wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire, wind, and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.
4. All amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
5. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.
6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.
8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.
10. That the debt or debts hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien on which such statement is based.

Mortgagor shall be entitled to have the property described in Exhibit "A" hereto released from the operation and lien of this Mortgage upon the following terms and conditions. The release price shall be determined based upon the values of the various parcels set forth in Exhibit "B" which is attached hereto and made a part hereof. Up to \$200,000 in value may be released in any calendar quarter, provided that, within ten (10) days following the end of any such calendar quarter period Mortgagors either pay the amount of the release price as calculated using the release price set forth in Exhibit "B" to Mortgagee to be applied to the next ensuing principal payment or, at the option of the Mortgagor, Mortgagor may deposit with Mortgagee substituted collateral, which substituted collateral shall be in acceptable form and amount in all respects to Mortgagee. In the event Mortgagor fails to deposit such acceptable substituted collateral, or make the payment based upon the value set forth in Exhibit "B," Mortgagee may, at its option, declare the entire principal balance and all accrued interest due and payable.



parts of such property as authorized under the use clause set forth above, Mortgagee may, at its option, declare the indebtedness due and payable in full. In the event any further encumbrance of the property described in Exhibit "B" beyond this Mortgage and mortgages of record as of this date is created without Mortgagee's prior written approval, Mortgagee may, at its option, declare the indebtedness due and payable in full.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding 15 percent of the unpaid debt after default; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

BOOK 416 PAGE 295

REAL 451 PAGE 353

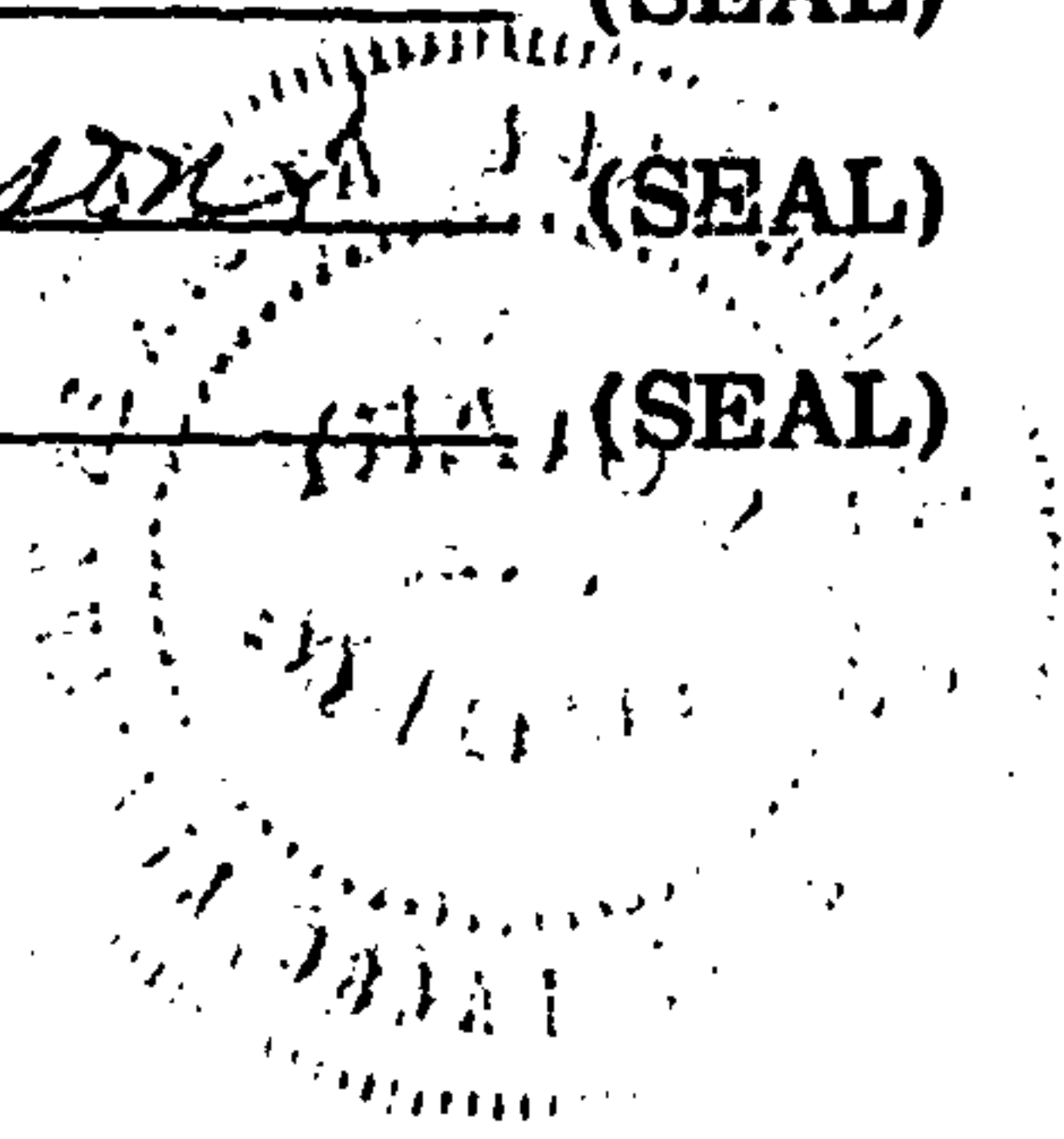
IN WITNESS WHEREOF the undersigned

ALBERT F. THOMASSON and SANDRA J. THOMASSON

have hereunto set our signatures and seal 18<sup>th</sup> this 1 day of September, 19 81.

Albert F. Thomasson (SEAL)  
Albert F. Thomasson

Sandra J. Thomasson (SEAL)  
Sandra J. Thomasson



THE STATE OF ALABAMA,

REAL 2109 PAGE 86

REAL 451 PAGE 354

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

Albert F. Thomasson and wife Sandra J. Thomasson

whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of September 1981

Signature: A. Michael Redden, Notary Public. My commission expires 4-30-84.

THE STATE OF ALABAMA,

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name signed to the foregoing conveyance and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this day of 19

Notary Public

THE STATE OF ALABAMA,

COUNTY

I, the undersigned, a Notary Public in and for said County, and said State, hereby certify that

whose name as President of the, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this day of 19

Notary Public

This instrument was prepared by J. Fred Powell, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.

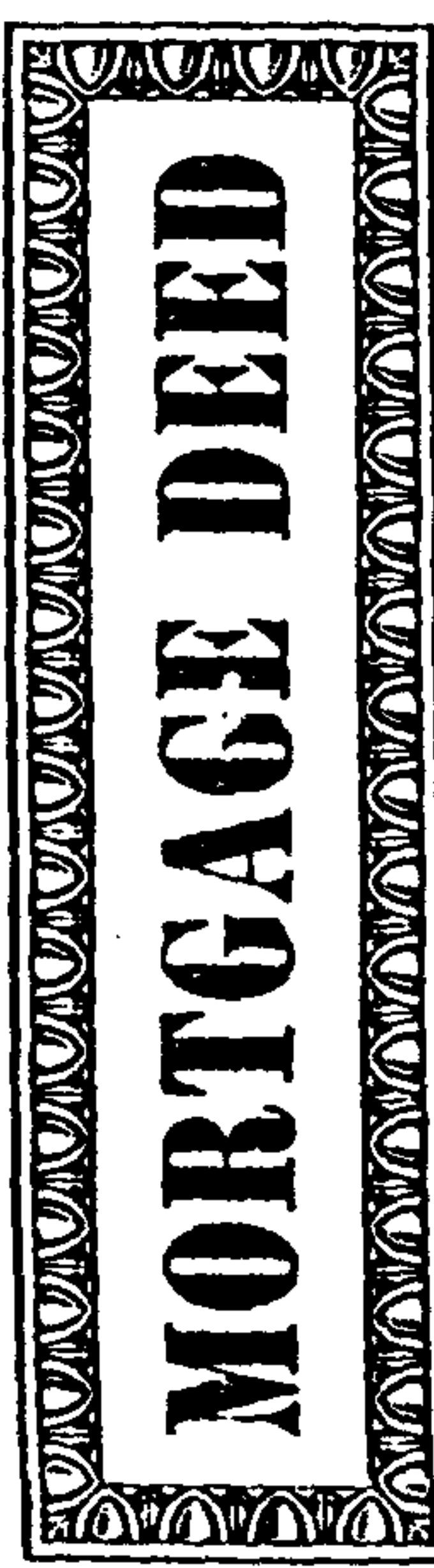
BOOK 416 PAGE 296

BTNB Mortgage Loan Dept. P.O. BOX 2554 BIRMINGHAM, ALABAMA 35290

PLEASE RETURN TO

BIRMINGHAM TRUST NATIONAL BANK P. O. Box 2554 Birmingham, Alabama 35290

Terry Keith



THE STATE OF ALABAMA,

COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the

day of 19

at o'clock M., and duly record in

Volume of Mortgages, at page

and examined.

Judge of Probate.



PARCEL ONE

Description of the proposed FIRST SECTOR OF ALTADENA WOODS situated in the southeast 1/4 of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the southeast corner of said Section 4, and run thence in a northward direction along the east line of said section for a distance of 1715.00 feet; thence turn an angle to the left of 67°00' and run in a northwesterly direction for a distance of 251.0 feet; thence turn an angle to the left of 36°40'27" and run in a southwesterly direction for a distance of 91.08 feet; thence turn an angle to the left of 14°19'33" and run southwestwardly 135.0 feet; thence turn an angle to the right of 51°00' and run northwestwardly for a distance of 235.0 feet; thence turn an angle to the left of 90°00' and run southwestwardly for a distance of 210.00 feet; thence turn an angle to the right of 90°00' and run in a northwesterly direction for a distance of 30.0 feet; thence turn an angle to the left of 90°00' and run southwestwardly for a distance of 200.0 feet; thence turn an angle to the left of 13°00' and run in a southerly direction for a distance of 300.00 feet; thence turn an angle to the left of 18°00' and run in a southerly direction for a distance of 240.00 feet; thence turn an angle to the right of 77°00' and run in a southwesterly direction for a distance of 195.0 feet; thence turn an angle to the right of 11°00' and run in a westerly direction for a distance of 175.0 feet; thence turn an angle to the left of 92°30' and run in a southerly direction for a distance of 250.0 feet to a point on the north right-of-way of a proposed road which is in a curve concave southward, said north right-of-way has a radius of 330.0 feet and a central angle of 51°00'; thence run southwestwardly along the arc of said north right-of-way line for a distance of 45.12 feet to the end of said curve; thence deflect left from the chord of said arc 93°55' and run southwardly and radial to the end of said curve for a distance of 278.0 feet; thence turn an angle to the right of 42°00' and run southwestwardly 60.0 feet; thence turn an angle to the right of 50°00' and run southwestwardly 270.0 feet; thence turn an angle to the left of 69°17'20" and run in a southerly direction for a distance of 106.79 feet more or less to a point on the south line of said Section 4 which is 1391.73 feet west of the southeast corner of said section; thence run 1391.73 feet eastwardly along the south line of said section to the point of beginning.

BOOK 416 PAGE 297

Less and Except the following:

*[Handwritten signature]*

( See Page 2 )

Exhibit "A"  
Parcel 1  
Page 1

*[Handwritten mark]*

(Altadena Woods)

Description of a parcel of land situated in the southeast quarter of the southeast quarter of Section 4, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Beginning at the southeast corner of said Section 4, run thence in a westerly direction along the south line of said section for a distance of 1391.73 feet; thence turn an angle to the right of  $90^{\circ}-00'$  and run in a northerly direction for a distance of 107.05 feet; thence turn an angle to the right of  $69^{\circ}-18'$  and run northeasterly for a distance of 270.00 feet; thence turn an angle to the left of  $50^{\circ}-00'$  and run northeasterly for a distance of 60.00 feet; thence turn an angle to the left of  $42^{\circ}-00'$  and run northwesterly for a distance of 278.00 feet radially to a point on a curve to the right, said curve having a radius of 330.0 feet and a central angle of  $7^{\circ}-50'$  and being concave southeasterly; thence turn an angle to the right and run along the arc of said curve in a northeasterly direction for a distance of 45.12 feet; thence turn an angle to the left from the chord to said curve of  $86^{\circ}-00'$  and run in a northwesterly direction for a distance of 250.00 feet; thence turn an angle to the right of  $92^{\circ}-30'$  and run northeasterly for a distance of 175.00 feet; thence turn an angle to the left of  $11^{\circ}-00'$  and run in a northeasterly direction for a distance of 195.00; thence turn an angle to the right of  $71^{\circ}-49'$  and run southeasterly for a distance of 56.35 feet radially to a point on a curve to the left, said curve having a radius of 237.53 feet and a central angle of  $17^{\circ}-22'$  and being concave southward; thence turn an angle to the left and run in an easterly direction along the arc of said curve for a distance of 71.96 feet to its end; thence run in an easterly direction tangent to said curve for a distance of 77.00 feet to the beginning of a curve to the left, said curve to the left having a radius of 15.0 feet and a central angle of  $90^{\circ}-00'$  and being concave northwesterly. thence run along the arc of said curve in an easterly and northerly direction for a distance of 23.56 feet to the end of said curve; thence run northwesterly tangent to said curve for a distance of 10.0 feet; thence turn an angle to the right of  $90^{\circ}-00'$  and run in a northeasterly direction for a distance of 294.08 feet; thence turn an angle to the right of  $122^{\circ}-34.5'$  and run in a southwesterly direction for a distance of 128.73 feet; thence turn an angle to the left of  $17^{\circ}-02'$  and run southwesterly for a distance of 112.10 feet; thence turn an angle to the left of  $35^{\circ}-18'$  and run southeasterly for a distance of 127.45 feet; thence turn an angle to the right of  $8^{\circ}-07'-30''$  and run southeasterly for a distance of 60.0 feet radially to a point on a curve to the right, said curve having a radius of 326.88 feet and a central angle of  $7^{\circ}-35'-34''$  and being concave northerly. thence turn an angle to the right and run along the arc of said curve in a westerly direction for a distance of 43.32 feet to a point of reverse curve, said reverse curve having a radius of 15.0 feet and a central angle of  $85^{\circ}-58'-00''$  and being concave southeasterly; thence run southwesterly along the arc of said curve for a distance of 22.51 feet to the end of said curve; thence run southeasterly tangent to said reverse curve for a distance of 13.84 feet to the beginning of a curve to the left, said curve having a radius of 169.99 feet and a central angle of  $33^{\circ}-24'$  and being concave eastward; thence run in a southeasterly direction along the arc of said curve for a distance of 99.09 feet to the end of said curve; thence run southeasterly tangent to said curve for a distance of 40.0 feet to the beginning of a curve to the left, said curve having a radius of 25.0 feet and a central angle of  $42^{\circ}-50'$  and being concave northeasterly. thence run in an easterly direction along the arc of said curve for a distance of 18.69 feet to the beginning of a curve to the right, said curve having a radius of 50.0 feet and a central angle of  $149^{\circ}-18'-15''$  and being concave southwesterly; thence run in a southerly direction along the arc of said curve for a distance of 130.29 feet; thence turn radial to said curve and run in a southeasterly direction for a distance of 318.40 feet to a point on the east line of said Section 4; thence turn an angle to the right of  $38^{\circ}-45'$  and run in a southerly direction along the east line of said Section 4 for a distance of 203.64 feet to the point of beginning

BOOK 416 PAGE 298

Exhibit "A"  
Parcel 1  
Page 2

(Altadena Woods)



A parcel of land which is situated in the southwest quarter of Section 36 and in the southeast quarter of southeast quarter of Section 35, both in Township 17 South, Range 2 West, Jefferson County, Alabama, said part being more particularly described as follows:

Beginning at the southeast corner of said southwest quarter and run west along the south line of said quarter section for a distance of 2,635.42 feet, more or less, to the southeast corner of said Section 35, said corner being in the east line of Lot 21, in Block 1, Second Sector Belle Meade Addition to Mountain Brook, a map of which is recorded in the Office of Judge of Probate, Jefferson County, Alabama, in Map Book 63, on Page 3; thence run north along the east line of said Lot 21 for a distance of 33.52 feet to the northeast corner of said Lot 21; thence turn an angle to the left of  $69^{\circ}-23'$  and run northwesterly for a distance of 589.37 feet, more or less, to the most southerly corner of Lot 7, Block 4, Amended Map Redstone Forest First Sector - Second Addition, a map of which is recorded in said probate office in Map Book 103, on Page 26; thence turn an angle to the right of  $102^{\circ}-57'-45''$  and run northeasterly along the southeast line of Lots 7, 8, and 12, in said Block 4, to a point on the west right-of-way line of Stoningham Drive; thence run northeasterly across Stoningham Drive to the most southerly corner of Lot 3, Block 7, in said Redstone Forest First Sector - Second Addition; thence run northeasterly and northerly along the east line of Lots 3, 2, and 1, in said Block 7, to a point on the southeast line of the right-of-way of Farrington Circle; thence run northeasterly along the southeasterly line of said Farrington Circle, and a northeasterly extension thereof, for 430.04 feet, more or less, to the most easterly corner of Lot 5, Block 17, in said Redstone Forest First Sector - Second Addition; thence turn an angle to the right of  $2^{\circ}-50'-15''$  and run northeasterly for a distance of 142.29 feet; thence turn an angle to the left of  $4^{\circ}-50'-15''$  and run northeasterly for a distance of 550.0 feet; thence turn an angle to the left of  $8^{\circ}-03'$  and run northeasterly for a distance of 499.20 feet; thence turn an angle to the left of  $81^{\circ}-52'-30''$  and run northwesterly for a distance of 323.19 feet, more or less, to a point on the north line of the NW 1/4 of SW 1/4 of said Section 36, said point being also a corner of Lot 139-A of a Resurvey of Lots 139, 140, and 141, Davis and Perkins Addition to Cherokee Bend 9th Sector, a map of which is recorded in said probate office in Map Book 105, on Page 79; thence run east along said 1/4-1/4 section line, and along the boundary of said Lot 139-A, for a distance of 9.18 feet; thence turn an angle to the right and run southeasterly along the boundary of said Lot 139-A to the most southerly corner of said lot; thence turn an angle to the left and run northeasterly along the southeast line of said Lot 139-A for a distance of 289.51 feet to a point on the north line of the NE 1/4 of SW 1/4 of Section 36; thence run east along said north line for a distance of 1,313.82 feet, more or less to the northeast corner of said SW 1/4; thence run south along the east line of said SW 1/4 for a distance of 2,657.94 feet, more or less, to the point of beginning;

LESS AND EXCEPT THE FOLLOWING REAL PROPERTY:

Nottingham, First, Second and Third Sectors, & recorded in Map Book 113 page 13 & Map Book 112, page 82, and Map Book 118, page 4, respectively. ALSO less & except that portion sold to Robert E. Hamric & James M. Phillips by deed recorded in Real 1447, page 889, in said Probate Office.

ALSO LESS AND EXCEPT THE FOLLOWING:

( See Page 4 )

Exhibit "A"  
Parcel 2  
Page 3

(Nottingham)

LESS AND EXCEPT:

A parcel situated in the southeast quarter of the southeast quarter of Section 35, Town 17 South, Range 2 West and the south half of the southwest quarter of Section Township 17 South, Range 2 West, Jefferson County, Alabama, and being further described as follows:

Begin at the northeast corner of Lot 1 Block 7 of the Acreage Map of Redstone Forest First Sector Second Addition as recorded in Map volume 1 on page 26 in the Office of the Judge of Probate of Jefferson County, run thence in a southerly direction along the east boundary of said block 7 for a distance 312.95 feet; thence turn an angle to the left of 63°-43'-05" and run in a southeasterly direction for a distance of 557.40 feet to the west right-of-way line of a dedicated county road known as Nottingham Lane; thence turn an angle to the left of 90°-00' and run in a northeasterly direction along said west right-of-way line for a distance of 400.0 feet; thence turn an angle to the left of 90°-00' and run in a northwesterly direction for a distance of 638.32 feet to a point on the south right-of-way line of a dedicated county road known as Farrington Circle; thence turn an angle to the left of 64°-21' and run in a southwesterly direction along the east right-of-way line of said Farrington Circle for a distance of 132.23 feet to the point of beginning.

ALSO LESS AND EXCEPT part sold in:

Real 1872, page 62 and Real 1997, page 202 (see below) and Lot 110, according to the survey of Nottingham, 4th Sector, First Phase.

ALSO LESS AND EXCEPT:

A parcel of land recorded in Real 1872, Page 62 & 63, Probate Office of Jefferson County, Alabama, the said parcel now known as follows:

WARREN'S Addition to Nottingham, as recorded in Map Book 128, page 40, in the Probate Office of Jefferson County, Alabama.

ALSO LESS AND EXCEPT:

Description of a parcel of land deeded to Guy Warren by Red Carpet Homes, said parcel being situated in the southwest quarter of Section 36, Township 17 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the southern most corner of Lot 99 Nottingham 3rd Sector as recorded in Map Book 118 on Page 4 A & B, in the Office of the Judge of Probate of Jefferson County, Alabama; thence run in a northwesterly direction along the southwest line of said Lot 99 and Lots 100 and 101 for a distance of 348.31 feet to the southwest corner of said Lot 101; thence turn an angle to the left of 16°-29'-30" and run in a northwesterly direction along the southwest line of Lot 102 for a distance of 65.0 feet to the southwest corner of said Lot 102; thence turn an angle to the right of 95°-21' and run in a northeasterly direction along the west line of said Lot 102 for a distance of 28 feet more or less to the centerline of a major drainage way; thence turn an angle to the right and run in a southeasterly direction along the centerline of said drainage way 410 feet more or less to its intersection with the east line of said Lot 99; thence turn an angle to the right and run in a southwesterly direction along the east line of Lot 99 for a distance of 10.5 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

(See Page 5)

Exhibit "A"

Parcel 2

Page 4

(Nottingham)

BOOK 416 PAGE 300



BOOK 416 PAGE 301

Begin at the southeast corner of Lot 12 Block 4 Amended Map of Redstone Forest First Sector, Second Addition as recorded in Map Volume 193 on Page 26 in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a northeasterly direction 69.46 feet to the southeastern corner of Lot 3 Block 7 of said Amended Map of Redstone Forest; thence run in a northeasterly direction along the southeast side of said Lot 3 for a distance of 200.0 feet to the east line of said Lot 3; thence turn an angle to the left of 32°-53' and run in a northerly direction along the east line of Lots 1, 2 and 3 Block 7 for a distance of 449.02 feet to the northeasterly corner of Lot 1 said Block 7; thence turn an angle to the right of 51°-50'-55" and run northeasterly along the south right-of-way line of Farrington Circle for a distance of 439.94 feet; thence turn an angle to the right of 2°-50'-15" and run northeasterly for 142.29 feet; thence turn an angle to the left of 4°-50'-15" and run northeasterly for 227.22 feet; thence turn an angle to the right of 94°-34' and run southeasterly for 353.13 feet; thence turn an angle to the left of 56°-22' and run in an easterly direction 35.79 feet to the northwest corner of Lot 111 Nottingham Third Sector as recorded in Map Volume 113 on Page 4 A & B, in the Office of the Judge of Probate Jefferson County, Alabama; thence turn an angle to the right of 83°-09' and run along the west side of said Lot 111 in a southerly direction for a distance of 213.54 feet to the southwest corner of said Lot 111, said corner being on the northwesterly right-of-way line of a dedicated county road and being the point of beginning of a curve to the left; thence run in a westerly and southwesterly direction along the arc of said curve to the left in said right-of-way line for a distance of 207.57 feet to the end of said curve, said curve being concave southeast and having a central angle of 60°-00' and a radius of 198.21 feet; thence continue southwesterly along the northwest right-of-way line of said street and tangent to said curve for a distance of 495.0 feet to the beginning of a curve to the left; thence run along the arc of said curve to the left in said northwest right-of-way line in a southwesterly direction for a distance of 204.97 feet to the end of said curve, said curve being concave to the southeast and having a radius of 869.99 feet and a central angle of 13°-30'; thence run in a southerly direction along said northwest right-of-way line and tangent to said curve for a distance of 54.29 feet to the point of beginning of a curve to the right in said northwest right-of-way line; thence run along the arc of said curve to the right in a southwesterly direction for a distance of 39.77 feet to a point of reverse curvature said curve to the right being concave northwest with a central angle of 70°-31'-44" and a radius of 25.0 feet; thence run along the arc of a curve to the left in said northwest right-of-way for a distance of 149.99 feet, said curve to the left being concave easterly and having a central angle of 160°-31'-44" and a radius of 59 feet; thence run easterly along the southern right-of-way

Parcel 2 (Page 5)

(Nottingham)

line of said county road tangent to said curve to the left for a distance of 70 feet to the northwest corner of Lot 102 of said Nottingham Third Sector; thence turn an angle to the right of  $104^{\circ}-55'$  and run southwesterly along the west line of said Lot 102 for a distance of 250 feet more or less to the center of a major drain; thence run northwesterly along the meanderings of the centerline of said drain to its intersection with the southeastern line of Lot 12 Block 4 of said Amended Map of Redstone Forest; thence run northeasterly along the southeast line of said Lot 12 for 119 feet more or less to the point of beginning; said parcel contains 17.2 acres, more or less.

*480*

BOOK 416 PAGE 302

*480*



Exhibit "A"  
Parcel 3 and 4  
Page 7

## PARCEL 3:

Lots 92, 97, 98, 99, 101, 102, 113, 120, 121, 122, 123, 124,  
126, 138, 139, 140, 142, 143, 146, 162, 168, 169, 172, 176,  
178, 179, 180, 181, 183, according to the survey of Nottingham,  
Third Sector, as recorded in Map Book 118, page 4, in the Probate  
Office of Jefferson County, Alabama.

## PARCEL 4:

Lots 31, 32, 50, 57, and 152, according to the survey of Nottingham,  
Second Sector, as recorded in Map Book 112, page 82, in the Probate  
Office of Jefferson County, Alabama.

*gc*

BOOK 416 PAGE 303

Exhibit "A"  
Parcel 3 and 4  
Page 7

(Nottingham)

BOOK 416 PAGE 304

Commence at the Northwest corner of the Northeast Quarter of Northwest Quarter of Section 12, Township 19 South, Range 3 West, situated in Jefferson County, Alabama, thence run South along the west line of said quarter-quarter section for 466.30 feet to a point on the South line of Green Vale Road; thence 90° left and run East along the South line of said road for 518.81 feet; thence 88° 44' 30" right and run Southerly to and along the West property line of the Sinclair Refining Company lot conveyed by Real Volume 154, Page 653, for 478.52 feet to the Southwest corner of said lot, said point being the point of beginning of the parcel herein described; thence turn an angle of 0° 43' 08" right and run Southerly for 125.00 feet; thence 87° 26' 38" left and run Easterly for 150.00 feet to a point on the West right of way line of U.S. Highway No. 31; thence 92° 33' 22" left to the chord of a curve to the left on said right of way line, said chord being 125.00 feet long and said curve having a radius of 11,359.19 feet; thence run Northerly along the arc of said curve and along said right of way line for 125.01 feet to the Southeast corner of the said Sinclair lot; thence from the last stated chord turn 87° 26' 38" left and run Westerly along the South property line of the said Sinclair lot for 150.00 feet to the point of beginning.

Minerals and mining rights excepted.

TOGETHER with a non-exclusive easement and right of way for ingress and egress in and over the westerly fifteen (15) feet of the following described premises:

Commence at the Northwest corner of the NE1/4 of NW1/4 of Section 12, Township 19 South, Range 3 West; thence run South along the West line of said 1/4 1/4 section for 466.30 feet to a point on the South line of Green Vale Road; thence 90° left and run East along the South line of Green Vale Road for 518.81 feet; thence 88° 44' 30" right and run South for 318.52 feet to a point on the South line of the 50 foot right of way for the main entrance road to Hoover Business Area, said point being the point of beginning of the parcel herein described; thence continue South along the last stated course for 160 feet; thence 86° 43' 30" left and run East for 150 feet to a point on the West right of way line of U.S. Highway No. 31; thence 93° 16' 30" left to the chord of an arc to the left in said right of way line, said chord being 160 feet long and said arc having a radius of 11,359.19 feet; thence run North along said arc and along said right of way line for 160 feet to a point on the South right of way line of said main entrance road to Hoover Business Area; thence from the last stated chord turn 86° 43' 30" left and run West along the South right of way line of said entrance road for 150 feet to the point of beginning.

*Handwritten initials*



Parcel 6

A parcel of land located in the NW1/4 of the NW1/4 of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Begin at the SW corner of said 1/4-1/4 Section; thence in a northerly direction along the West line of said 1/4-1/4 Section, a distance of 627.45 feet, to a point in the southwesterly right of way line of Alabama State Highway No. 91; thence 117° 37' right, in a southeasterly direction along said right of way line, a distance of 70.97 feet, to the beginning of a curve to the right, having a radius of 2230 feet on said right of way, and to the central angle of 16° 13'; thence in a southeasterly direction along said curve and right of way line, a distance of 554.17 feet; thence turn an angle to the right, from a chord between last described point and the end of said curve, of 86° 50' 15", and run in a southwesterly direction along the southeasterly line of a 25-foot wide easement for ingress and egress, a distance of 104.43 feet; thence 19° 29' left, in a southwesterly direction, along said easement, a distance of 61.23 feet; thence 85° 43' 45" right, in a southwesterly direction, a distance of 128.44 feet; thence 50° 59' left, in a southwesterly direction a distance of 173.67 feet to a point in the southerly line of said NW1/4 of NW1/4 of Section 36; thence 55° 52' right in a westerly direction along the southerly line of said 1/4-1/4 Section, a distance of 199.28 feet to the Point of Beginning. Situated in Shelby County, Alabama.

*gac*

BOOK 416 PAGE 305

Exhibit "A"  
Parcel 6  
Page 9

(Highway 280 Property)

*gac*

A parcel of land located in the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of Section 22, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the Northeast corner of said Southeast quarter of the Northwest quarter; thence in a southerly direction along the easterly line of said quarter-quarter section, a distance of 333.69 feet to the Point of Beginning; thence continue along last described course, a distance of 292.00 feet; thence 89 degrees 29 minutes 38 seconds right, in a westerly direction, a distance of 1,327.93 feet; thence 90 degrees 29 minutes 38 seconds right, in a northerly direction, a distance of 306.21 feet; thence 124 degrees 26 minutes left, in a southwesterly direction, a distance of 539.56 feet to a point on the northeasterly right-of-way line of Miller Circle, said point being on a curve having a radius of 692.82 feet; thence 101 degrees 40 minutes 24 seconds right to tangent to said curve, and in a northwesterly direction along said curve to the left and said right-of-way line, a distance of 30.51 feet; thence 80 degrees 50 minutes 59 seconds right, from tangent to said curve, in a northeasterly direction, a distance of 554.62 feet; thence 36 degrees 07 minutes 18 seconds right, in a southeasterly direction, a distance of 1328.52 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

ALSO an additional parcel of land as follows:

Said parcel is located in the southeast quarter of the northwest quarter and the southwest quarter of the northwest quarter of Section Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the northeast corner of said southeast quarter of the northwest quarter and run thence in a southerly direction along the east line of said quarter-quarter section for 298.69 feet to a point of beginning; thence continue in the same southerly direction 35.0 feet; thence turn an angle of 91°40.5' right and run 1328.54 feet; thence turn an angle of 178°30.5' right and run 1327.98 feet to the point of beginning.



Exhibit "A"  
Parcel 8  
Page 11

Lots 6 and 7, according to the survey of Eaglewood, First Sector, as recorded in Map Book 7, page 45, in the Probate Office of Shelby County, Alabama, also including the following described property in addition to said Lots 6 and 7:

Beginning; at the Northeast corner of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Township 21 South, Range 3 West, run 364.25 feet south along the east line of said quarter quarter section; thence turn an angle of 90° 10' 30" right and run in a westerly direction 2503 feet, more or less, to the southeast corner of Doctor Frank Abernathy's property, thence turn 86° 23' 49" right and run northerly 966.64 feet, more or less, along the east line of said Doctor Abernathy's property to the northeast corner of said property, thence turn 93° 41' 49" right and run 1449.00 feet, more or less, thence turn 74° 00' left and run 89.70 feet, more or less, thence turn 106° 09' right and run 1288.49 feet, more or less, to the point of beginning; containing 49.5 acres, more or less, and being situated in the North 1/2 of Section 9, Township 21 South, Range 3 West.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Beginning at the Northeast corner of the SE 1/4 of NE 1/4 of Section 9, Township 21 South, Range 3 West, run 364.25 feet south along the east line of said quarter quarter section; thence turn 90° 10' 30" right and run 2,328 feet, thence turn 90° 00' right and run 713 feet, thence turn 30° 00' right and run 300 feet, more or less, to the eastward projection of Doctor Abernathy's north line, thence turn eastward along the projection of Doctor Abernathy's north line and run 1067 feet, more or less, thence turn 74° 00' left and run 89.70 feet, thence turn 106° 09' right and run 1288.49 feet, more or less, to the point of beginning;

BOOK 416 PAGE 307

Exhibit "A"  
Parcel 8  
Page 11

(Eaglewood Estates)

Legal Description:

Begin at the southeast corner of SE $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 9, Township 21, Range 3 west, and run south 87° 55' west, 2647 feet to the southwest corner of SW $\frac{1}{2}$  of NE $\frac{1}{4}$  of said Section 9, thence along the west line of said 40 acres north 2° 05' west, 330 feet; thence south 87° 55' west 1320 feet to the west line of the SE $\frac{1}{2}$  of NW $\frac{1}{4}$  of said Section 9; thence along the west line of same north 2° 05' west, 102 feet; thence south 89° west 431 feet to the center of an old road; thence along said road north, 18° west 106.4 feet; thence continue along said road, north 10° 30' west 265.6 feet; thence continue along said road north, 19° west 164.5 feet; thence north 88° east 4398.9 feet to the east line of SE $\frac{1}{2}$  of NE $\frac{1}{4}$  of said section 9, thence along same south 2° 05' east, 960 feet to the point of beginning. Said land being situated in the S $\frac{1}{2}$  of N $\frac{1}{2}$  of Section 9, Township 21, Range 3 west, Shelby County, Alabama.

LESS & EXCEPT: The entire survey of Eaglewood Third Sector, as recorded in Map Book 7, page 92, in the Probate Office of Shelby County, Alabama.

LESS & EXCEPT: Two Parcels on Page 13

*see*

*see*

BOOK 416 PAGE 308



BOOK 416 PAGE 309

Description of a parcel of land situated in the North half of Section 9, Township 21 South, Range 3 West of the Huntsville Principal Meridian, Shelby County, Alabama, more particularly described as follows:

Begin at the Southwest corner of the southwest quarter of the northeast quarter of said Section 9 and from there run thence easterly along the south line of said quarter-quarter section 1132.00 feet to a point; thence turn an angle to the left of 117°-00'-00" and run northwesterly 425.00 feet to a point; thence turn an angle to the left of 57°-30'-00" and run westerly 178.00 feet; thence turn an angle to the right of 120°-00'-00" and run northeasterly 90.00 feet to a point; thence turn an angle to the left of 13°-39'-16" and run northeasterly 164.74 feet to a point; thence turn an angle to the right of 66°-22'-09" and run easterly 125.00 feet to a point; thence turn an angle to the left of 90°-00'-00" and run northerly 186.00 feet to a point; thence turn an angle to the right of 90°-00'-00" and run easterly 3.08 feet to a point; thence turn an angle to the left of 90°-00'-00" and run northerly 151.08 feet to a point on the south line of Eaglewood Estates, First Sector, feet distant from the southeast corner of Lot 5 therein, as shown on a map thereof recorded among the Judge of Probate Records, Shelby County, Alabama, in Map Book 7, at Page 45; thence turn an angle to the left of 88°-14'-33" and run westerly along said south line of said Eaglewood Estates First Sector 670.00 feet to the northeast corner of Lot 16, Eaglewood Estates Third Sector, as shown on a map thereof recorded among said Judge of Probate Records of Shelby County, Alabama, in Map Book 7, at page 92; thence turn an angle to the left of 90°-00'-00" and run southerly 170.00 feet to the southeast corner of said Lot 16; thence turn an angle to the right of 90°-00'-00" and run westerly along the south boundary of said Eaglewood Estates, Third Sector 840.00 feet to the northeast corner of Lot 26, Corsentino's Addition to Eaglewood Estates, Fourth Sector, First Phase, as shown on a map thereof recorded among said Judge of Probate Records, Shelby County, Alabama, in Map Book 8, at Page 17; thence turn an angle to the left of 85°-00'-00" and run southerly along the east line of said Lot 26, 128.00 feet to the northeast corner of Lot 27 of said Corsentino's Addition to Eaglewood Estates; thence turn an angle to the right of 5°-00'-00" and run southerly, along the east line of said Lot 27, 120.00 feet to the northerly right-of-way line of Eagle Drive at the intersection thereof with the southeast corner of said Lot 27; thence turn an angle to the right of 4°-45'-49" and run southerly along the easterly limit of said Eagle Drive 60.22 feet to the northeast corner of Lot 128 of said Corsentino's Addition to Eaglewood Estates; thence turn an angle to the left of 0°-03'-42" and run southerly, along the east line of said Lot 128, 153.84 feet to the southeast corner of said Lot 128; thence turn an angle to the left of 85°-40'-17" and run easterly 521.00 feet to a point; thence turn an angle to the right of 89°-56'-00" and run southerly 331.13 feet to the point of beginning.

*egc*

LESS & EXCEPT THE FOLLOWING:

Description of a parcel of land *deeded* to Mr. Corsentino. Said parcel being situated in the south half of the northwest quarter of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

From the southeast corner of said northwest quarter run thence in a northerly direction along the east line of said quarter section for a distance of 331.13 feet to an iron pin; thence run west and parallel to the south line of said quarter section for a distance of 521.00 feet to the point of beginning of the parcel herein described; thence continue westward on the same course as before for a distance of 728.31 feet to a point on the west line of the southeast quarter of northwest quarter of said section 9; thence run in a northerly direction along the west line of said quarter-quarter section for 102 feet; thence turn an angle to the left of 88°-55' and run in a westerly direction for a distance of 200 feet more or less to the east right-of-way line of county highway 17; thence run in a northerly direction along the east right-of-way line for a distance of 350 feet more or less to the southwest corner of Lot 11 of said Eaglewood Estates 2nd Sector as recorded in Map Volume 7 on Page 92 in the office of the Judge of Probate of Shelby County, Alabama; thence run in an easterly direction along the south line of said Eaglewood Estates 3rd Sector for a distance of 122.21 feet to the southeast corner of Lot 13 of said Eaglewood Estates 3rd Sector; thence turn an angle to the right of 90°-00' and run in a southerly direction for a distance of 122.8 feet; thence turn an angle to the left of 5°-00' and run in a southerly direction for a distance of 120.0 feet; thence turn an angle to the right of 48°-14'-00" and run in a southerly direction for a distance of 60.21 feet; thence run in a southerly direction 145 feet more or less to the point of beginning.

Exhibit "A"  
 Parcel 9  
 Page 13  
 (Eaglewood Estates)

*Bad copy*

*egc*



## EXHIBIT "A"

Parcel 10  
Page 14

Description of a parcel of property situated in the southwest quarter of the northwest quarter of Section 20, Township 19 South, Range 4 West, Jefferson County, Alabama and more particularly described as follows:

BOOK 416 PAGE 310

Begin at the northeast corner of said southwest quarter of northwest quarter of said Section 20 and run thence in a southerly direction along the east line of said quarter quarter section for a distance of 355.0 feet; thence turn an angle to the right of  $92^{\circ}-01'-24''$  and run 502.16 feet, more or less, to the northeast corner of that property defined in Map volume 322 on Page 738; thence turn an angle to the left of  $1^{\circ}-59'-24''$  and run in a westerly direction along the north line of those certain properties recorded in Map Volume 322 on Page 738 and Map Volume 342 on Page 963 for a distance of 492.99 feet to the northwestern corner of that property recorded in Map Volume 342 on Page 963; thence turn an angle to the left of  $90^{\circ}-02'$  and run in a southerly direction along the west line of said parcel recorded in Map Volume 342 on Page 963 for a distance of 149.9 feet to the northeast corner of Lot 20 Block 5 of said Bessemer Coal, Iron and Land Company's Addition to Woodland Hills; thence turn an angle to the right of  $90^{\circ}-00'$  and run in a westerly direction along the north line of said Lot 20 Block 5 for a distance of 150.9 feet to its northwest corner, said corner being on the easterly right-of-way line of Princess Circle; thence turn an angle to the right of  $45^{\circ}-00'$  and run in a northwesterly direction for a distance of 70.71 feet to the southeasterly corner of that particular parcel of property recorded in Map Volume 245 on Page 497, said point being on the westerly right-of-way line of Princess Circle; thence run in a northerly direction along the east line of the last mentioned property for a distance of 167.04 feet to the beginning of a curve to the right in said westerly right-of-way of Princess Circle; thence run in a northeasterly direction along the arc of said curve for a distance of 72.9 feet, said curve has a central angle of  $27^{\circ}-16'-42''$  and a radius of 151.22 feet; thence run in a westerly direction along the north line of that certain parcel of property recorded in Map Volume 245 on Page 497 for a distance of 166.32 feet to the northwest corner of said property recorded in Map Volume 245 on Page 497, said point also lying on the west line of the southwest quarter of the northwest quarter of Section 20, Township 19 South, Range 4 West; thence run north along said west line of said quarter quarter section for a distance of 171.06 feet to the southwest corner of that certain property recorded in Map volume 1024 on Page 552; thence run northeasterly along the south line of the last mentioned property for a distance of 192.43 feet to the southeast corner of same; thence run north along the east line of the last said parcel for a distance of 35 feet to the northeast corner of same; said point lying on the north line of said southwest quarter of northwest quarter; thence run east along said north line of said quarter quarter section for a distance of 1153.69 feet to the point of beginning.

Unless otherwise mentioned all deed volume and page references are recorded in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama.

Bad copy

Parcel 10  
Page 14

EXHIBIT "A"



STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS,  
COUNTY OF JEFFERSON }

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration ~~XXXXXX~~ DOLLARS.

to the undersigned grantor, CHAMBERS REALTY COMPANY, INC. a corporation,  
in hand paid by Albert F. Thomasson

the receipt of which is hereby acknowledged, the said Chambers Realty Company, Inc.

does by these presents, grant, bargain, sell and convey unto the said Albert F. Thomasson

the following described real estate, situated in Jefferson County, to-wit:

Part of Lot 14, according to Birmingham Realty Company's Subdivision of Block 863, a map of which is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 7, Page 59, particularly described as beginning at the intersection of the Western line of Whittaker Street with the Southern line of Glenn Avenue; thence in a Southerly direction along the Western line of Whittaker Street, 140.7 feet; thence an angle to the right of 94 degrees 34' and in a Westerly direction 95.6 feet; thence in a Northerly direction 147.4 feet to a point in the South line of Glenn Avenue, 70 feet West of the West line of Whittaker Street; thence in an Easterly direction along the South line of Glenn Avenue 70 feet to the point of beginning.

Subject to any easements, restrictions and rights of way of record and further subject to mineral and mining rights not heretofore vested in the undersigned Grantor.

TO HAVE AND TO HOLD, To the said Albert F. Thomasson, his heirs and assigns forever.

And said Chambers Realty Company, Inc. does for itself, its successors and assigns, covenant with said Albert F. Thomasson, his

heirs and assigns that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, that it has a good right to sell and convey the same as aforesaid, and that it will, and its successors and assigns shall, warrant and defend the same to the said Albert F. Thomasson, his

heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said Chambers Realty Company, Inc. by its President, Steven E. Chambers, who is authorized to execute this conveyance, has hereto set its signature and seal, this the \_\_\_\_\_ day of September, 19 81.

ATTEST: CHAMBERS REALTY COMPANY, INC. By Steven E. Chambers, President

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven E. Chambers whose name as President of Chambers Realty Company, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of September, 19 81.

EXHIBIT A TO MORTGAGE PARCEL 11 PAGE 15 Notary Public

BOOK 416 PAGE 311

~~2329.50~~  
~~9350.00~~

REAL 451 PAGE 351

REAL 451 PAGE 370

STATE OF ALA. JEFFERSON CO.  
REAL 2109 PAGE 83  
SEP 18 4 45 PM '81  
2320 50  
PD. ON T. C. INSTRUMENT.

(1952)

Phon 31-2000  
340

Chick  
A. Olin  
+ Shadler

Long Kirk  
1,547,000 of  
Ala. Secy Recd

REAL 2109 PAGE 102

19811021000111820 Pg 20/20 .00  
Shelby Cnty Judge of Probate, AL  
10/21/1981 00:00:00 FILED/CERTIFIED

BOOK 416 PAGE 312

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

1981 OCT 21 AM 8:42

attd. in Jeff. Co.  
Thomas G. Snowden, Jr.  
JUDGE OF PROBATE

Rec 30.00  
Inv. 1.00  

---

31.00

NO TAX COLLECTED

STATE OF ALA. JEFFERSON CO.  
REAL 451 PAGE 351  
'81 OCT -6 PM 2 15

RECORDING & MFG. TAX  
PAID BY THIS INSTRUMENT.  
Olin  
JUDGE OF PROBATE

STATE OF ALABAMA, JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed  
tax has been collected on this instrument.

Olin  
"NO TAX COLLECTED" Judge of Probate