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STATE OF ALABAMA)

BIBB, BLOUNT, CALHOUN,
COVINGTON, CULLMAN,
DALLAS, DEKALB, ETOWAH,
FAYETTE, JEFFERSON,
MARION, MARSHALL,
MONTGOMERY, MORGAN,
PERRY, ST. CLAIR,
SHELBY AND TUSCALOOSA
COUNTIES)

MORTGAGE

THIS INDENTURE is made and entered into this 8th day of October, 1982, by and between Romaco, Inc., a corporation, Thrifty Petroleum Corporation, a corporation, and M & W Enterprises, Inc. (hereinafter called Mortgagors) and The First National Bank of Birmingham, a national banking association, (hereinafter called Mortgagee).

WHEREAS, Romaco, Inc. is a successor corporation to Quaker Gasoline Stations, Inc. by Dissolution filed in Marshall County, Alabama, on October 18, 1979, and also is successor corporation to Mawell, Inc. by Dissolution filed September 28, 1979, in Montgomery County, Alabama. Thrifty Petroleum Corporation is successor to Romaco-Atlantic, Inc. by Merger filed with the Secretary of State of Alabama on September 30, 1980.

WHEREAS, the Mortgagors, jointly and severally, are justly indebted to the Mortgagee in the principal sum of one million seven hundred thousand and no/100 dollars (\$1,700,000.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date of October 8, 1985.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and all additional debts now or hereafter owing by the Mortgagors, or any of them, to the Mortgagee, and all extensions and renewals of any of said debts, or of any part thereof, and all interest payable on all of said debts and on all such extensions and renewals (the aggregate amount of such debts and the interest thereon, including all such extensions and renewals and the interest thereon, is hereinafter collectively called Debt) and the compliance with all the stipulations herein contained, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Bibb, Blount, Calhoun, Covington, Cullman, Dallas, DeKalb, Etowah, Fayette, Jefferson, Marion, Marshall, Montgomery, Morgan, Perry, St. Clair, Shelby and Tuscaloosa Counties, Alabama (said real estate being hereinafter called Real Estate):

Bibb County:

PARCEL I: Commence at a point on the Northwest boundary of United States Highway Number 11, said point being 1533.2 feet west and 655.8 feet south

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of the northeast corner of Section 16, Township 21 South, Range 6 West, Bibb County, Alabama; thence run North 21°15' East along said highway boundary for a distance of 138 feet; thence run North 67°02' West for a distance of 100 feet; thence run South 21°15' West for a distance of 138 feet; thence run South 67°02' East for a distance of 100 feet to the point of beginning; said parcel of land containing one store building, and being situated in the NW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 6 West, in Bibb County, Alabama.

Blount County:

PARCEL II: A part of the NW 1/4 of the NW 1/4 of Section 28, Township 12 South, Range 2 West, described as follows: Beginning at the NW corner of said Section, running east along the north section line a distance of 1258 feet to Highway 31; thence to the right at an angle of 96° 45' and along the west line of the right-of-way of said Highway 31 a distance of 240 feet for a point of beginning of the lands herein described; thence to the right at an angle of 6° 45' a distance of 470 feet; thence to the right at an angle of 90° a distance of 185.3 feet; thence to the right at an angle of 90° a distance of 470 feet; thence to the right at an angle of 90° a distance of 185.3 feet to the west line of the right-of-way of Highway 31 and the point of beginning, containing 2 acres more or less, situated in Blount County, Alabama.

PARCEL III: A part of the NW 1/4 of the SE 1/4 and a part of the NE 1/4 of the SW 1/4 of Section 6, Township 12 South, Range 1 East, described as follows: Begin at the SW corner of the NW 1/4 of the SE 1/4 of said Section, Township and Range; thence North 89° 30' East along the south line of said forty 73 feet to Highway No. 38 and corner; thence North 15° 20' East along and with the right-of-way of said highway 600 feet to corner; thence South 89° 30' West, parallel with the south line of said forty 145.2 feet to corner and stake; thence South 15° 20' West 600 feet to stake and corner on the south line of the NE 1/4 of the SW 1/4 of said Section, Township and Range; Thence North 89° 30' East along said line 72.2 feet to the point of beginning, containing 2 acres, more or less, and being and lying in Blount County, Alabama.

PARCEL IV: Part of the NW 1/4 of NW 1/4 of Section 14, Township 13 South, Range 1 East, Blount County, Alabama described as follows; from the SW corner of the NW 1/4 of NW 1/4 of said Section 14 run East along the South Boundary of said 40, 647.47 feet to a pipe on the right-of-way of the new highway No. 75; thence 80° 41' left along said right-of-way 894.05 feet, thence 89° 24' right 250.0 feet to a pipe on the right-of-way of the new Highway No. 75 to the point of beginning; thence continue along same course 83.35 feet to a pipe (said pipe being 366.50 feet Southwest of the Northeast corner of M. F. Underwood Lot); thence 92° 04' right 155.0 feet to a pipe; thence

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87° 56' right for 81.68 feet to pipe on right of way of the new highway 75; thence 91° 22' right along said right of way 154.88 feet to the point of beginning, containing 30 acres more or less.

Calhoun County:

PARCEL V: Part of Lots 3, 4, 5, 6 and 7, as shown on W. C. Barry's Plat of part of the NW 1/4 of the NE 1/4 of Section 35, Township 14, Range 8, recorded in Plat Book D, Page 78, in the Office of the Judge of Probate of Calhoun County, Alabama, described as follows: To-wit: Commencing at the northwest corner of Lot No. 5, thence eastwardly 211.7 feet to the Anniston-Jacksonville public road; thence northwardly along the westerly side of said road 125 feet to a point; thence south-westwardly 227.4 feet to the westerly side of Lot 3; thence south 55 feet to the point of beginning, situated, lying and being in Calhoun County, Alabama.

Covington County:

PARCEL VI: A lot or parcel of land situated in the City of Florala, Alabama and described as follows: Begin at an iron stake located 20 feet from the center of W. 5th Avenue and a base of Cedar Tree, which is the northeast corner of Mrs. Elizabeth Buffalow's land, and the northwest corner of this land, turn and run South 2° 59' West a distance of 90.3 feet to a wooden stake located 25 feet from Center of Lockhart Avenue and the northeast corner of Mrs. Elizabeth Buffalow's land; then run North 89° 37' East a distance of 137.1 feet to a small iron rod driven in street where W. 5th Avenue and Lockhart Avenue intersects, then turn and run North 56° West a distance of 159.6 feet to point of beginning. All bearings are magnetic. Area enclosed contains .14 acre. Said Lot being located in and a part of the SW 1/4 of NE 1/4 of Section 34, Township 1 North, Range 17 East in Covington County, Ala.

Cullman County:

PARCEL VII: A lot in the Kinnwood Acres Subdivision to Cullman, Alabama, as shown by the Map of said Subdivision, recorded in the Probate Office of Cullman County, Alabama, designated as, "Carl Kinney Business Lot", which said Lot in said Subdivision is better described as follows: Beginning at the point where the south side of Sheraton Road of said Subdivision intersects the west right-of-way line of Alabama State Highway No. 69, thence west along the south side of Sheraton Road 107.2 feet, thence south along the east side of Lot 2 and 9 of said Subdivision a distance of 280 feet to the north side of Morning Side Drive of said Subdivision, thence east along the north side of Morning Side Drive 107.5 feet to the west right-of-way line of Alabama State Highway No. 69, thence north along the west right-of-way line of Alabama State Highway No. 69, 280 feet to the point of beginning.

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Dallas County:

PARCEL VIII: Commencing at a point on the southwest intersection of Tremont and North Street, (said North Street also being called Jeff Davis Avenue) and thence running southwardly along the west margin of Tremont Street, 75 feet 6 inches, more or less, to an alley; thence running westwardly along the north margin of said alley 148 feet 6 inches, more or less; thence at right angles and running northwardly 143 feet 10 inches, more or less, to the south margin of North Street or Jeff Davis Avenue; thence extending eastwardly along the south margin of said Street or Avenue, 164 feet 4 inches, more or less, to the place of beginning, being Lot 5 on the map of the north part of Out Lot 16, in the plan of the City of Selma, as surveyed August 22, 1883, by J. E. Bozeman, which map is recorded in the Probate Records of Dallas County, Alabama.

PARCEL IX: Beginning at the point where the west line of the east half of the east half of Section 27, Township 16, Range 11 crosses the north right-of-way line of U. S. Highway 80, thence running South 42° East along the north right-of-way line of said Highway a distance of 1791.5 feet to the point of beginning of the tract of land herein described; thence from said point of beginning running North 48° East at right angles to the center line of said highway a distance of 1040 feet, thence running South 42° East parallel with said highway a distance of 208 feet; thence running South 48° West a distance of 1040 feet to a point on the north right-of-way line of said highway; thence running North 42° West a distance of 208 feet to the point of beginning; said tract containing 5 acres, more or less, and lying and being partly in the west half of the west half of Section 26, and partly in the east half of the east half of Section 27, Township 16, Range 11, Dallas County, Alabama.

PARCEL IX herein is subject to that certain right-of-way for public road conveyed to State of Alabama by deed dated August 25, 1961, and filed in the Probate Office of Dallas County, Alabama, in R.O.W. Book 1, Page 299.

Dekalb County:

PARCEL X: Commencing at the SE corner of the NE 1/4 of NW 1/4 of Section 19, Township 6 South, Range 8 East of the Huntsville Meridian run South 88° 40' West 535.25 feet to a point on the west right-of-way line of Alabama Highway No. 75 for a point of beginning; thence continue South 88° 40' West 100.0 feet; thence North 23° 51' East 400.0 feet; thence South 84° 34' East 130.0 feet and to the west right-of-way line of said Highway No. 75; thence along said right of way South 28° 35' West 400.0 feet and to the point of beginning. Said parcel of land lying in the NE 1/4 of NW 1/4 of Section 19, Township 6 South, Range 8 East, in DeKalb County, Alabama, and containing 1.05 acres, more or less. Mineral and mining rights excepted.

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PARCEL XI: Commencing at the NE corner of the NE 1/4 of SE 1/4 of Section 3, Township 9 South, Range 7 East, and run South 9° 05' East 2153.58 feet to a point on the south right-of-way line of State Highway #68; thence run North 57° 06' West 879.7 feet along said south right-of-way line to the point of beginning; thence run South 31° 41' West 319.0 feet to an iron pin; thence North 77° 07' West 126.5 feet to an iron pin in a ditch; thence run North 29° 14' East 317.1 feet to right-of-way line of a County Highway; thence North 77° 34' East 65.0 feet along said right-of-way line to right of way marker of State Highway #68; thence South 57° 06' East along south right-of-way line of Highway #68, 88.1 feet and to point of beginning, together with right-of-way to Newman Springs and use of water therefrom. Said property lying and being in SE 1/4 of SE 1/4, Section 3, Township 9 South, Range 7 East, DeKalb County, Alabama.

Etowah County:

PARCEL XII: A lot or parcel of land described as beginning at the intersection of the westerly right-of-way line of the Lake Rhea Public Road, also known as Alabama Highway No. 77, as presently located, with the north line of the L & N Railroad right-of-way; and from thence run in a northerly direction and along the westerly line of said Lake Rhea Road a distance of 118.3 feet, said point being the southerly intersection of the Lake Rhea Road with the Gallant Public Road; thence deflect an angle of 30° 16' to the left and run in a northwesterly direction and along the southwesterly line of the intersection of said Lake Rhea and Gallant Roads a distance of 175.5 feet, said point being the northerly intersection of said Gallant and Lake Rhea Roads; thence run in a westerly direction and along the southerly line of said Gallant Road a distance of 55.4 feet, thence run South 2° 30' East and parallel with the west line of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), in Section 33, to a point on the north line of the L & N Railroad right-of-way which is 192.3 feet west of the point of beginning; thence run in an easterly direction and along the northerly line of said L & N Railroad right-of-way a distance of 192.3 feet, more or less, to a point of beginning; said description embracing a portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), in Section 33, Township 11, South of Range 5 East, and lying and being in Etowah County, Alabama.

PARCEL XIII: A tract of land described as beginning at the northwest corner of Lot or Fraction No. 19 (otherwise known as the SE 1/4 of the SW 1/4) and from thence run South 88° 20' East and along the north line thereof a distance of 86 feet to the center line of the old Boaz-Gadsden Road; Thence South 21° 54' East and along the center line of said road a distance of 593 feet; thence South 13° 31' East and along the center of said road a distance of 386 feet to the center of

a farm road; thence South 86° 46' West and along the center of said farm road a distance of 272 feet to the easterly right-of-way line of the new Boaz-Gadsden Highway (otherwise known as the Alabama State Highway); thence North 17° West and along the easterly line of said highway a distance of 390 feet to the west line of said Lot or Fraction No. 19; thence North 1° West and along said west line a distance of 575 feet to the point of beginning, and being a part of Lot or Fraction No. 19, otherwise known as the SE 1/4 of the SW 1/4 in Section 33, Township 10, South of Range 5, East of Huntsville Meridian in Etowah County, Alabama, save and except all the minerals, mineral and mining rights, privileges and interests in, under and upon the same, said lands being subject to public and private roads as now located over, through or across any portion thereof and subject to the rights of the Alabama Power Company as described in Deed Records "5-S", Page 265; "6-J", Page 490; "7-F", Page 535; "7-K", Page 161; "7-F", Page 536; "7-K", Page 160; and Book 458, Page 376, Probate Office, Etowah County, Alabama. Save and except that portion of the above described tract of land previously conveyed by P. L. Busbey and R. R. Quattlebaum to Etowah County, by deed dated August 19, 1953 and recorded in Book 548 at Page 151, Probate Office, Etowah County, Alabama, and more particularly described as follows:

As shown by right-of-way map of Project F-165(2) as recorded in the office of the Judge of Probate, Etowah County, Alabama, more particularly described as follows: Starting at the northwest corner of Lot 19, Fraction Section 33, Township 10 South, Range 5 East. Thence run southerly along the west line of said Lot 19, a distance of 370 feet more or less, to intersect a point which is 125 feet east of, and at right angles to, survey center line of Project F-165(2), the point of beginning. Thence run southeasterly, parallel to said survey center line, a distance of 550 feet, more or less, to intersect a point on the south property line of Tract 37, which is 125 feet east of, and at right angles to, said survey center line. Thence run westerly, along said south property line, a distance of 60 feet, more or less, to intersect a point on the east right-of-way line of present U. S. Highway 241. Thence run northwesterly, along said east right-of-way line, a distance of 290 feet more or less, to intersect the said west line of Lot 19. Thence run northerly along said west line of Lot 19, a distance of 255 feet, more or less, to the point of beginning. Said strip of land lying in Lot 19, Fraction Section 33, Township 10 South, Range 5 East, and containing 0.60 acres, more or less.

Fayette County:

PARCEL XIV: The east 74 feet of Lot 2, Block 7 of the H. B. and E. A. Bagwell Subdivision to the City of Fayette, Alabama, recorded in Map Book 1 at Page 51 in the Office of the Judge of Probate of Fayette County, Alabama.

Jefferson County:

PARCEL XV: Lots 9, 10, 11, 12, 13 and 14, in Block 2, according to the Survey of Tennessee Land Company's First Addition to Hillman, as recorded in Map Book 16, Page 87, in the Probate Office of Jefferson County, Alabama.

PARCEL XVI: The entire survey of Wainwright Addition to Pratt City less 20 feet easement to City of Birmingham for road purposes, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 52, Page 50. Mineral and mining rights excepted.

PARCEL XVII: Begin at the SW corner of the SE 1/4 OF THE SW 1/4 of Section 20, Township 17, Range 3, and run thence north 408 feet, thence East 300 feet to the west line of Tennessee Coal, Iron and Railroad Company right-of-way, as a starting point, thence north 75 yards along said right-of-way, thence west 70 yards; thence south 75 yards; thence east 50 yards to the starting point. There is excepted herefrom the north 1.78 feet of said property. Mineral and mining rights excepted.

PARCEL XVIII: Lots 47 and 48 in Block 4, according to the map of Hall's Addition to the City of Birmingham, as recorded in Map Book 1, Page 9, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL XIX: Lots 1, 2, 3, 4, in Block 1, according to the map and survey of Birmingham Realty Company's Resurvey of the Birmingham Realty Company's Addition No. 12 and Blocks 1, 2, 3, 7, 8, 9 and Lots 1 to 10 inclusive in Block 10 of the Birmingham Realty Company's Addition No. 11 and a portion of Block 376 of Elyton Land Company's Addition to Birmingham as recorded in Map Book 31, Page 76, in the Probate Office of Jefferson County, Alabama.

PARCELS XVIII and XIX herein are subject to that certain mortgage executed by Romaco Atlantic, Inc., to Barbara G. Burns, Arline Grimsley, E. M. Grimsley, Eunyce Grimsley, F. A. Grimsley, Jr., and Elizabeth Hays, filed for record November 21, 1978 at 12:53 p.m. and recorded in Real Volume 1688, page 1, in the Probate Office of Jefferson County, Alabama.

Marion County:

PARCEL XX: Commencing at the Southeast corner of SW 1/4 of SW 1/4 of Section 1, Township 13 South, Range 13 West, thence North 3° West a distance of 162.8 feet to a stake on the north right-of-way of U. S. Highway No. 78 which point is the point of beginning of the lands herein described "Thence North 60°32' West along the said right-of-way a distance of 455 feet to an iron stake, thence North 6°48' East a distance of 540 feet to an iron stake, thence South 86°46' East a distance of 296 feet to a point on the east boundary of said SW 1/4 of SW 1/4, thence South 3° East

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along said east boundary of said SW 1/4 of SW 1/4 a distance of 743 feet to the point of beginning, situated in SW 1/4 of SW 1/4 of Section 1, Township 13 South, Range 13 West, Marion County, Alabama, and containing 5.11 acres, more or less. LESS AND EXCEPT ALL MINERALS including oil and gas together with the usual mining rights and privileges.

Marshall County:

PARCEL XXI: Two (2) acres, more or less, in the SW 1/4 of the SE 1/4 of Section 27, Township 7, Range 1 East, particularly described as follows: to-wit: Commencing at the northeast corner of said forty, thence west 70 yards to the northeast corner of a lot heretofore sold to Hubert Willis, thence in a southeasterly direction parallel with the east margin of U. S. Highway No. 231 or State Highway No. 38, 70 yards to the southeast corner of the Hubert Willis lot, the beginning point, thence west 70 yards to the east margin of said highway at the southwest corner of the Hubert Willis lot, thence in a southeasterly direction along the east margin of said highway, 140 yards, thence east parallel with the north line of said forty 70 yards, thence northwest parallel with said highway in a straight line to the point of beginning, said land being situated in the SW 1/4 of the SE 1/4 of Section 27, Township 7, Range 1 East, in Marshall County, Alabama, subject to all existing right-of-ways.

PARCEL XXII: Beginning at a point 512 feet south of the NW corner of the NW 1/4 of the NE 1/4 of Section 36, Township 8, Range 3 East, which point is in the south margin of the new U. S. Highway No. 241; thence along the south right-of-way line of said highway South 67° 14' East 318 feet; thence south 300 feet; thence North 67° 14' West 318 feet to the west margin of said forty; thence north 300 feet to the point of beginning, containing 2.18 acres, more or less, in the NW 1/4 of the NE 1/4 of Section 36, Township 8, Range 3 East, in Marshall County, Alabama.

Montgomery County:

PARCEL XXIII: Lot 17, Block 25, according to the Map of Montgomery East Plat No. 15, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 25, at Page 126.

PARCEL XXIV: To reach the point of beginning, start at a point on the south right-of-way line of Carmichael Road, the said point being located on the east line of the NW 1/4 of the NE 1/4 of Section 24, Township 16 North, Range 18 East, Montgomery County, Alabama; thence running along the south right-of-way line of Carmichael Road South 87°26' West a distance of 1,010.2 feet to a point; thence South 02°34' East a distance of 10.0 feet to a point; thence continue along the south right-of-way line of Carmichael Road South 87°26' West a distance of 308.6 feet to the point of beginning; thence from the point of beginning,

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continue along the south right-of-way line of Carmichael Road South $87^{\circ}26'$ West a distance of 223.13 feet to a point on the east right-of-way line of East Boulevard; thence running along the east right-of-way line of East Boulevard South $23^{\circ}45'$ West a distance of 200.0 feet; thence South $66^{\circ}15'$ East a distance of 200.0 feet; thence North $23^{\circ}45'$ East along a line 200 feet east of and parallel to the east right-of-way line of East Boulevard a distance of 298.90 feet to the point of beginning. The said property lying and being situated in the NW $1/4$ of the NE $1/4$ of Section 24, Township 16 North, Range 18 East, County of Montgomery, State of Alabama, containing 49,890 square feet, more or less, and being subject to a fifteen (15) foot easement for water and sanitary sewer running along and adjacent to the east right-of-way line of East Boulevard and also the south right-of-way line of Carmichael Road.

PARCEL XXV: Lot 7, Block "A", according to the Map of East Commerce Development Plat No. 10, in SE $1/4$ of Section 12 and NE $1/4$ of Section 13, Township 16 North, Range 18 East, Montgomery, Alabama, as said Plat is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 28, at Page 49.

PARCEL XXV herein is subject to that certain mortgage executed by Romaco, Inc., to Pasquale Food Company, Inc., filed for record February 22, 1980, at 9:47 a.m., and recorded in Volume 474, page 932, in the Probate Office of Montgomery County, Alabama.

Morgan County:

PARCEL XXVI: A tract of land described as beginning at the south edge of Old Guntersville Road 744 feet northwest of where the Old Guntersville Road crosses the County line in the west fraction of the Northeast Quarter (NE $1/4$) of the Southeast Quarter (SE $1/4$) Section 31, Township 6, Range 1 East, thence running in a southwest direction 220 feet, to Highway 38, thence in a northwest direction along said Highway 38, 358 feet, thence in a northeast direction 110 feet to the Old Guntersville Road, thence in a southeast direction 412 feet to point of beginning being in the Northwest Quarter (NW $1/4$) of the Southeast Quarter (SE $1/4$) of Section 31, Township 6, Range 1 East, and containing one and one-half acres more or less, said land situated, lying and being in Morgan County, Alabama.

Perry County:

PARCEL XXVII: Commence at the intersection of the centerline of Faunsdale Street and the north right-of-way of U. S. Highway No. 80 and run North $48^{\circ}30'$ West with said highway right of way a distance of 1039.3 feet to an iron pin and the point of beginning, which point of beginning is the southeast corner of the lot sold by Martin H. Turner and Jackie L. Phillips to W. M. Pruett and Evelyn M. Pruett by deed dated January 29, 1970;

thence run North 3° 18' East along the east boundary of said Pruett property 200 feet to an iron pin; run thence South 48° 30' East and parallel with the north right-of-way of said highway 200 feet to an iron pin; run thence South 3° 18' West and parallel with the east boundary of said Pruett property, 200 feet to an iron pin on the north margin of said highway right-of-way; and run thence North 48° 30' West along the highway right-of-way 200 feet to the point of beginning. The property hereby conveyed is situated in the Southwest Quarter of Southwest Quarter of Section 7, and in the Northwest Quarter of Northwest Quarter of Section 18, Township 17 North, Range 6 East, in the Town of Uniontown, Perry County, Alabama.

St. Clair County:

PARCEL XXVIII: Commence at a point on the east side of Highway No. 25, said point being that point where the old Eden-Coal City Public Road intersects said Highway No. 25 in Section 13, Township 16, Range 3 East (at W. C. Savage Home-place), from said point of beginning go north along Highway No. 25 to the intersection of Highway No. 25 with the driveway connecting Highway No. 25 and the Old Eden-Coal City Public Road; thence in an eastern direction along said driveway to the intersection of said driveway with the said Eden-Coal City Public Road; thence in a southwestern direction along said old Eden-Coal City Public Road to point of beginning; being situated in the Northwest Quarter of the Northeast Quarter of Section 13, Township 16, Range 3 East, and containing 3/4 of an acre, more or less, together with all improvements thereon.

Shelby County:

PARCEL XXIX: Commence at the SW corner of the SW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, thence run north along the West line of said 1/4 - 1/4 section a distance of 507.48 feet to the centerline of the Southern Railway right-of-way; thence turn an angle of 55° 51' to the right and run along said centerline a distance of 1022.55 feet; thence turn an angle of 12° 13' to the right and run a distance of 203.80 feet; thence turn an angle of 88° 53' to the right and run a distance of 143.10 feet to the point of beginning; thence turn an angle of 20° 41' to the right and run a distance of 97.57 feet to the NW right-of-way line of State Highway No. 25 (Columbiana By-Pass); thence turn an angle of 56° 42' to the right and run along said right-of-way line a distance of 176.62 feet; thence turn an angle of 104° 42' to the right and run a distance of 108.65 feet; thence run an angle of 81° 56' to the right and run a distance of 203.97 feet to the point of beginning. Situated in the SW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL XXX: Commence at the northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, in Shelby County, Alabama, thence run south along the east line of

said 1/4-1/4 Section for 756.98 feet; thence 90° 00' right and run west for 66.0 feet to the point of beginning of the property herein described; thence continue west along the last stated course for 200.0 feet; thence 90° 00' left and run south for 410.27 feet to a point on the north right-of-way line of U. S. Highway No. 280 as now constructed; thence 94° 00' left and run easterly along said right-of-way line, for 134.32 feet to an angle point in said right-of-way line, said point is opposite station 174 plus 34.40 and 80.0 feet north of the center line of said highway; thence 16° 20' left and run northeasterly along said right of way line for 70.37 feet; thence 69° 40' left and run north, running parallel to the east line of said 1/4-1/4 section, for 376.44 feet to the point of beginning.

PARCEL XXX herein is subject to that certain mortgage executed by Quaker Gasoline Stations, Inc. to Birmingham Federal Savings & Loan Association, filed for record August 1, 1977, and recorded in Volume 367, page 944, in the Probate Office of Shelby County, Alabama.

Tuscaloosa County:

PARCEL XXXI: A part of Lot 1, Block 12, of University Place as recorded in Plat Book 2, at Page 25 in the Probate Office of Tuscaloosa County, Alabama, being more particularly described as follows: As a point of beginning, start at the southwest corner of Lot 1; thence run in an easterly direction and along the south boundary of Lot 1 for a distance of 150.0 ft. to the southeast corner of Lot 1; thence with a deflection angle of 90°00' to the left, run in a northerly direction and along the east boundary of Lot 1 for a distance of 50.0 ft. to the northeast corner of Lot 1, said corner lying on the south boundary of 15th Street; thence run in a westerly direction and along the south boundary of 15th Street for a distance of 150.0 ft. to a point, said point lying on the west boundary of Lot 1; thence run in a southerly direction and along the west boundary of Lot 1 for a distance of 49.25 ft. to the point of beginning. Being the same property conveyed to R. F. Holifield by deed recorded in Deed Book 554, Page 821, in the Probate Office of Tuscaloosa County, Alabama.

PARCEL XXXII: A part of the SW 1/4 of the NW 1/4 and a part of the NW 1/4 of the SW 1/4, Section 26, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: Start at the Southwest corner of the SW 1/4 of the NW 1/4; thence run in an easterly direction and along the south boundary of the SW 1/4 of the NW 1/4 for a distance of 474.57 feet to the point of beginning; thence continue in an easterly direction and along the south boundary of the SW 1/4 of the NW 1/4 for a distance of 477.08 feet to a point; thence with a deflection angle of 124° 02' left run in a northwesterly direction for a distance of 124.28 feet to a point; thence with a deflection angle of 26° 19' right run in a northerly direction for a distance of 33.1 feet to a point; thence with a

deflection angle of $35^{\circ} 11'$ right run in a northeasterly direction for a distance of 61.7 feet to a point; thence with a deflection angle of $15^{\circ} 42'$ right continue in a northeasterly direction for a distance of 15.8 feet to a point; thence with a deflection angle of $40^{\circ} 30'$ left run in a northerly direction for a distance of 105.5 feet to a point, said point lying on the south or west boundary of Alabama Highway No. 69, an 80 ft. right-of-way, 40 ft. from centerline; thence with a deflection angle of $148^{\circ} 49'$ right run in a southeasterly direction and along the south or west boundary of said Highway 69 for a distance of 452.51 feet to a point; thence with a deflection angle of $118^{\circ} 31'$ right run in a westerly direction for a distance of 663.34 feet to a point; thence with a deflection angle of $90^{\circ} 00'$ right run in a northerly direction for a distance of 90.07 feet to the point of beginning; said parcel containing 2.00 acres.

PARCEL XXXIII: To locate the point of beginning, commence at the Northwest corner of the Southeast Quarter of the Northwest Quarter, Section 32, Township 24 North, Range 5 East; thence South $3^{\circ} 35'$ East for a distance of 138.0 feet to a point; thence South $45^{\circ} 49'$ East for a distance of 9.76 feet to the point of beginning; thence North $44^{\circ} 11'$ East for a distance of 210.0 feet to a point; thence South $45^{\circ} 49'$ East for a distance of 210.0 feet to a point on the west right-of-way of Alabama No. 69; thence South $44^{\circ} 11'$ West and along said west right-of-way of Alabama Highway No. 69 for a distance of 210.0 feet to a point; thence North $45^{\circ} 49'$ West for a distance of 210.0 feet, lying in the Southeast Quarter of the Northwest Quarter, and containing 1.0 acre, more or less, in Tuscaloosa County, Alabama.

PARCEL XXXIV: A part of the SW $1/4$ of the NW $1/4$ and a part of the NW $1/4$ of the SW $1/4$, Section 26, Township 22 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows: Start at the Southwest corner of the SW $1/4$ of the NW $1/4$; thence run in an easterly direction and along the south boundary of the SW $1/4$ of the NW $1/4$ for a distance of 474.57 feet to the point of beginning; thence continue in an easterly direction and along the south boundary of the SW $1/4$ of the NW $1/4$ for a distance of 477.08 feet to a point; thence with a deflection angle of $124^{\circ} 02'$ left run in a northwesterly direction for a distance of 124.28 feet to a point; thence with a deflection angle of $26^{\circ} 19'$ right run in a northerly direction for a distance of 33.1 feet to a point; thence with a deflection angle of $35^{\circ} 11'$ right run in a northeasterly direction for a distance of 61.7 feet to a point; thence with a deflection angle of $15^{\circ} 42'$ right continue in a northeasterly direction for a distance of 15.8 feet to a point; thence with a deflection angle of $40^{\circ} 30'$ left run in a northerly direction for a distance of 105.5 feet to a point, said point lying on the south or west boundary of Alabama Highway No. 69, an 80 foot right of way, 40 feet from centerline; thence with a deflection angle of $148^{\circ} 49'$ right run in a

southeasterly direction and along the south or west boundary of said Highway 69 for a distance of 452.51 feet to a point; thence with a deflection angle of $118^{\circ}31'$ right run in a westerly direction for a distance of 663.34 feet to a point; thence with a deflection angle of $90^{\circ}00'$ right run in a northerly direction for a distance of 90.07 feet to the point of beginning; said parcel containing 2.00 acres.

PARCEL XXXV: Lots Number Thirteen and Fourteen (13 & 14), in Block Twelve (12), of University Place, a map or plat of which is on record in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 2, on Page 25.

PARCEL XXXVI: A part of Lot 328 of the Original Survey of the City of Tuscaloosa, fronting 150.0 feet on 9th Street and 125.0 feet on 32nd Avenue, being more particularly described as follows: As a point of beginning, start at the northeast corner of Lot 329 of the Original Survey of Tuscaloosa; thence westwardly along the north boundary of said Lot 329 for a distance of 132.63 feet to a point; thence with a deflection angle of $4^{\circ}33'$ to the left, run in a westerly direction and along the south boundary of the right-of-way of 9th Street for a distance of 52.4 feet to the point of beginning; thence continue on the same line and along the south boundary of 9th Street for a distance of 150.0 feet to the southeast corner of the intersection of 9th Street and 32nd Avenue; thence southwardly along the east boundary of 32nd Avenue, a 99.0 foot right-of-way for a distance of 125.0 feet to a point; thence with a deflection angle of $113^{\circ}13'$ to the left, run in an easterly direction and parallel to the north boundary of the herein described parcel for a distance of 150.0 feet to a point; thence with a deflection angle of $66^{\circ}47'$ to the left, run in a northerly direction and parallel to the east boundary of 32nd Avenue for a distance of 125.0 feet to the point of beginning.

PARCEL XXXVII: Begin at the point of intersection between the west boundary line of Lot No. 5 of the Sally Shirley Survey, a map or plat of which is on record in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 5, on Page 46, and reference to which is hereby made in aid of and as a part of this description, and the north boundary line of the right-of-way of U.S. Highway No. 82, which point is the southwest corner of the property herein described; thence run in a northern direction along the west boundary line of said Lot No. 5 for a distance of 150 feet; thence run in an eastern direction and parallel to the U.S. Highway No. 82 for a distance of 125 feet; thence run in a southern direction and parallel to the west boundary line of said Lot 5 for a distance of 150 feet to a point on the North boundary line of the right-of-way of U.S. Highway No. 82, which point is the southeast corner of the property herein described; thence run in a western direction along the north boundary line of the right-of-way of U.S. Highway No. 82 for a distance of 125 feet

to the southwest corner of the property herein described.

PARCELS XXXIV, XXXV, XXXVI and XXXVII herein are subject to that certain mortgage executed by Romaco Atlantic, Inc., to Barbara G. Burns, Arline Grimsley, E. M. Grimsley, Eunyce Grimsley, F. A. Grimsley, Jr., and Elizabeth Hays, filed for record November 7, 1978, at 3:26 p.m. and recorded in Volume 1218, page 852, in the Probate Office of Tuscaloosa County, Alabama.

PARCELS XXXV and XXXVI herein are further subject to that certain mortgage executed by Atlantic Oil Co. to First National Bank of Tuscaloosa, recorded in Volume 1156, page 77, in the Probate Office of Tuscaloosa County, Alabama.

PARCEL XXXVI herein is further subject to that certain Easement to Alabama Power Co. recorded in Volume 277, page 237 in the Probate Office of Tuscaloosa County, Alabama.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

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TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagors covenant with the Mortgagee that the Mortgagors are lawfully seized in fee simple of the Real Estate and have a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagors will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

The Mortgagor hereby authorizes the holders of the prior mortgages encumbering the Real Estate to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this mortgage is subordinate to one or more prior mortgages, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum secured by, or payable under the terms and provisions of any such prior mortgage or mortgages the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be secured by, or due under, any such prior mortgage or mortgages so as to put the same in good standing; and any and all payments so made, together with interest thereon at the rate of 8% per annum, shall be added to the indebtedness secured by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

For the purpose of further securing the payment of the Debt, the Mortgagors agree to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called Liens), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagors hereby assign and pledge to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all right, title and interest of the Mortgagors in and to each and every such policy, including, but not limited to, all proceeds of such policies and all of the Mortgagors' right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagors fail to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit. The proceeds from such insurance (regardless of whether the insurance is obtained by the Mortgagors or the Mortgagee) (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagors to the Mortgagee and at once payable, without demand upon or notice to the Mortgagors, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of 8% per annum.

As further security for the payment of the Debt, the Mortgagors hereby assign and pledge to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created,

reserving to the Mortgagors, so long as the Mortgagors are not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagors to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagors agree to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

The Mortgagors agree that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagors and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagors, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagors pay the Debt (which Debt includes the debt evidenced by the promissory note or notes referred to hereinbefore and all additional debts now or hereafter owing by the Mortgagors, or any of them, to the Mortgagee, and all extensions and renewals of any of said debts, or of any part thereof, and all interest on said debts and on all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagors under this mortgage, (3) default is made in the

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payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any installment or part thereof, remains unpaid at the maturity of such Debt, installment or part, and the holder of the note or notes evidencing the Debt has given any one or more of the Mortgagors written notice of such non-payment, and such Debt, installment or part is not paid within ten days after such notice is mailed by certified mail or registered mail; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) Mortgagors, or any of them, shall: (a) apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagors' assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing the inability of any of such Mortgagors to pay its debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against any of such Mortgagors in any bankruptcy, reorganization or insolvency proceedings; (7) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagors, of any of them if more than one, or appointing a receiver, trustee or liquidator of any of the Mortgagors or of the Real Estate or of all or a substantial part of the assets of any of the Mortgagors, or (8) the Mortgagors default under any of the terms of a Term Loan Agreement, of even date herewith, entered into by and between the Mortgagors and the Mortgagees; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagors agree that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered

for sale and sold in any other manner the Mortgagee may elect. Notwithstanding the foregoing, if a default hereunder is the failure of the Mortgagors to make a payment due under the terms of any note which is now or hereafter secured by this mortgage, then before the Mortgagee may accelerate the maturity of the debt evidenced by any such note, the Mortgagee must send to any one or more of the Mortgagors written notice of such default. Such notice shall be sent by certified mail or registered mail to the address appearing beneath the Mortgagors' signatures on this mortgage or to any other single address to which Romaco, Inc. may give the Mortgagee written instructions to send such notice. The Mortgagors shall have ten calendar days from the day such notice is mailed to them, or any of them, within which to cure such default before the Mortgagee may accelerate the maturity of such debt.

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The Mortgagors agree to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagors, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

This mortgage may be executed in numerous counterparts, each of which shall be deemed an original. All such counterparts together shall constitute but one and the same mortgage.

In witness whereof, each of the undersigned
Romaco, Inc., Thrifty Petroleum Corporation and M & W

Enterprises, Inc. has caused this instrument to be executed by its duly authorized corporate officer on the date first written above.

Attest:



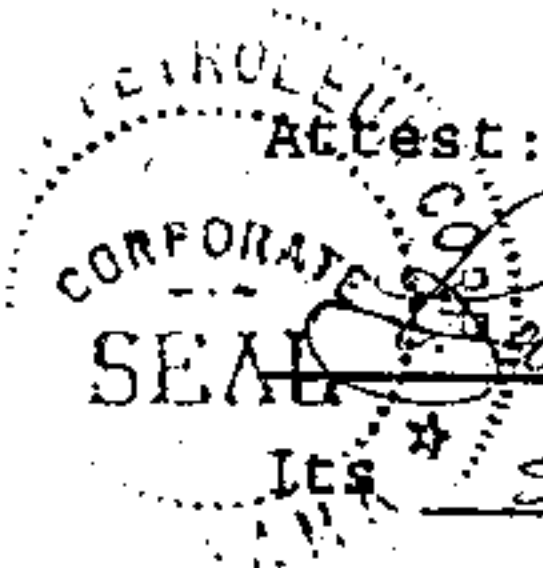
Ray R. Mason
Its SECRETARY

ROMACO, INC.

By Ray R. Mason
Its President

Address:

Post Office Box 9068
Montgomery, Alabama 36108



Attest:

Ray R. Mason
Its SECRETARY

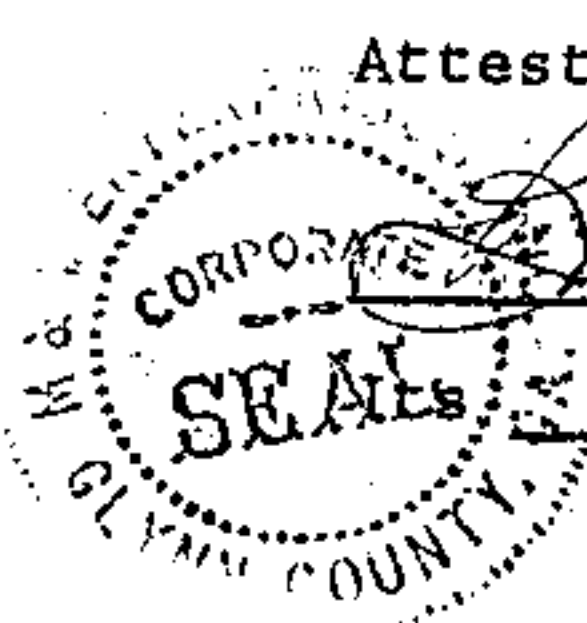
THRIFTY PETROLEUM CORPORATION

By Ray R. Mason
Its Chairman of the Board

Address:

Post Office Box 9068
Montgomery, Alabama 36108

Attest:



Ray R. Mason
Its SECRETARY

M & W ENTERPRISES, INC.

By Ray R. Mason
Its President

Address:

Post Office Box 9068
Montgomery, Alabama 36108

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Ray R. Mason whose name as President of Romaco, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day
of October, 1982.

Marjorie O. Dabbs
Notary Public

My commission expires:

1-25-85

NOTARY MUST AFFIX SEAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Roy R. Mason whose name as Chairman of the Board of Thrifty Petroleum Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day
of October, 1982.

Marjorie O. Dabbs
Notary Public

My commission expires:

1-25-85

NOTARY MUST AFFIX SEAL

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Roy R. Mason whose name as President of M & W Enterprises, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day
of October, 1982.

Marjorie O. Dabbs
Notary Public

My commission expires:

1-25-85

NOTARY MUST AFFIX SEAL

THIS INSTRUMENT PREPARED BY:
FRANK C. GALLOWAY, JR.
CABANISS, JOHNSTON, GARDNER, DUMAS AND O'NEAL
1900 First National-Southern Natural Bldg.
Birmingham, Alabama 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, the Judge of Probate of Jefferson County, Alabama, have collected \$ 2043⁴⁵ mortgage tax on the attached Mortgage and the pro rata share of each county will be forwarded in the ordinary course of business.

O. H. F. Lawrence
JUDGE OF PROBATE

REAL 2251 PAGE 916

STATE OF ALA. JEFFERSON CO.
VERIFY THIS INSTRUMENT
WAS FILED ON

OCT 20 2 28 PM '82

RECORDED & INDEXED
MORTGAGE TAX HAS BEEN
PAID ON THIS INSTRUMENT.

D. H. F. Lawrence
JUDGE OF PROBATE

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STATE OF ALABAMA §
MONTGOMERY COUNTY §
§

BEFORE THE STATE DEPARTMENT OF REVENUE:

Comes now Petitioner, The First National Bank of Birmingham, and presents its Petition to the State Department of Revenue asking said Department to determine the amount of mortgage privilege tax to be paid under §40-22-2(8), Code of Alabama 1975, upon recordation of a Mortgage from Romaco, Inc., a corporation, Thrifty Petroleum Corporation, a corporation, and M. & W. Enterprises, Inc. to Petitioner, dated October 8, 1982, and, along with other instruments, conveying property both within and without the State of Alabama.

Upon consideration of said Petition and evidence offered in support thereof, the State Department of Revenue finds as follows:

1. That the total amount of indebtedness incurred under said Mortgage is \$1,700,000.00.
2. That the total value of all property covered by the Mortgage and located both within and without the State of Alabama is also \$1,700,000.00.
3. That the value of that part of the property covered by the Mortgage and located within the State of Alabama is \$1,362,210.00.
4. That the amount of indebtedness allocable to Alabama upon which tax is due is also \$1,362,210.00.
5. That the amount of mortgage privilege tax due, at the rate of \$.15 per each \$100.00, or fraction thereof, is \$2,043.45, to be prorated as follows:

Bibb County	.8736%
Blount County	3.1948%
Calhoun County	.9609%
Covington County	.7613%
Cullman County	.4742%
Dallas County	4.4053%
DeKalb County	2.8828%
Etowah County	1.3478%
Fayette County	1.4976%
Jefferson County	7.0672%
Marion County	.6739%
Marshall County	.9411%
Montgomery County	49.2824%
Morgan County	.3994%
Perry County	2.7705%
St. Clair County	.1373%
Shelby County	10.2745%
Tuscaloosa County	12.0554%
	100.00 %

IT IS THEREFORE ORDERED by the State Department of Revenue that mortgage privilege tax in the amount of \$2,043.45 be paid to the Judge of Probate in

the County in which this mortgage is first presented for record, and that said tax, after the Judge of Probate's commission has been deducted therefrom, be prorated by said Judge of Probate in the percentages as set out above.

DONE at the Capitol, Montgomery, Alabama, this the 15 day of October, 1982.

STATE DEPARTMENT OF REVENUE

By: J. L. Evans
Assistant Commission of Revenue

ATTEST:

[Signature]
Secretary

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STATE OF ALABAMA
I CERTIFY THIS
MORTGAGE WAS FILED

1982 OCT 22 AM 8:42
TAY & Co.
J. L. Evans, Jr.
JUDGE OF PROBATE

Rec 34.50
Jud 1.00
35.50