

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE

This Indenture, made and entered into as of August 12, 1983, between J. O. Raines and Owen Raines (collectively referred to herein as the "Mortgagor") and AmSouth Bank N.A., a national banking association (the "Mortgagee").

RECITALS

A. Each Mortgagor is indebted to the Mortgagee in the principal amount of \$100,000 (the "Raines Loans"), and each of the two Raines Loans is evidenced by a demand note to Mortgagee bearing interest at a rate equal to the payee Bank's publicly announced prime rate of interest in effect from time to time (the "Prime Rate") (the notes evidencing the debt of each Mortgagor are collectively referred to herein as the "Raines Notes").

B. Raines Store Fixtures, Inc., an Alabama corporation (the "Company"), in which each Mortgagor is a stockholder, is currently indebted to the Mortgagee in the principal amount of \$200,000 (the "Old Loan"), which amount is evidenced by a demand note to Mortgagee bearing interest at a rate equal to the payee Bank's Prime Rate (the "Old Note"). The Company has requested that the Mortgagee make available to the Company a line of credit in aggregate principal amount not exceeding \$85,000 (the "Line of Credit"), as evidenced by a promissory note to Mortgagee bearing interest at a rate equal to the payee Bank's Prime Rate (the "Line of Credit Note"). The Raines Notes, the Old Note and the Line of Credit Note are collectively referred to herein as the "Notes" and the Raines Loans, the Line of Credit and the Old Loan are collectively referred to as the "Loans".

C. In order to induce the Mortgagee to make the Line of Credit available to the Company pursuant to the terms of the Line of Credit Note, the Mortgagors have agreed to execute a guaranty in favor of the Mortgagee whereby each Mortgagor shall, jointly and severally, guarantee payment of the Old Note and the Line of Credit Note (the "Guaranty").

D. In order to secure the obligations of each Mortgagor to make payment under each of the Raines Notes

CABANISS, JOHNSTON, GARDNER,
DUMAS & O'NEAL

1900 FIRST NATIONAL SOUTHERN NATURAL BUILDING
BIRMINGHAM, ALABAMA 35203

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and to secure the obligations of the Mortgagors to make payment under the Guaranty and in order to induce the Mortgagee to make the Line of Credit available to the Company and to renew the Old Note and the Raines Notes, the Mortgagors have agreed to execute and deliver this Mortgage and to convey the property described herein to the Mortgagee as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the sum of \$10.00 in hand paid to each Mortgagor, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Mortgagee to make the Line of Credit available to the Mortgagor and to renew the Raines Loans and the Old Loan, and in order to secure the prompt payment of the following (hereinafter sometimes referred to as the "Indebtedness"):

(1) Any and all sums, principal, interest and agreed charges, becoming due and payable by the Mortgagor under or with respect to the Notes, whether now or hereafter owed and outstanding;

(2) any and all sums becoming due and payable by Mortgagor to Mortgagee under the terms of this Mortgage, including but not limited to advancements made by Mortgagee pursuant to the terms and conditions of this Mortgage;

(3) all renewals and extensions of any or all of the obligations of the Mortgagor described in (1) and (2) above, whether or not any renewal or extension agreement is executed in connection therewith; and

(4) any and all sums becoming due and payable by either Mortgagor under the Guaranty;

and also to secure the full and complete performance of each and every obligation, covenant, duty and agreement of Mortgagor contained in this Mortgage:

I. GRANTING CLAUSE

Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey to Mortgagee, its successors and assigns, their entire undivided right, title and interest in the following described real estate located in Shelby County, Alabama (which undivided interest constitutes not less than 56.4% of the entire fee interest thereof) (said real estate being hereinafter referred to as "Real Estate"):

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A parcel of land located in the North 1/2 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Begin at the Northeast corner of said Section 28; thence in a Southerly direction, along the East line of said Section 28, a distance of 2629.86 feet to the Southeast corner of the North 1/2 of said Section 28; thence 90 degrees 37 minutes 24 seconds right, in a Westerly direction along the South line of the North 1/2 of said Section 28, a distance of 669.34 feet to a point on the Northeast Right of Way Line of U. S. Highway 280, thence 65 degrees 36 minutes 56 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 255.52 feet; thence 25 degrees 55 minutes 11 seconds left, in a Northwesterly direction along said Right of Way Line, a distance of 200.00 feet; thence 17 degrees 44 minutes 41 seconds left, in a Northwesterly direction along said Right of Way Line, a distance of 262.49 feet; thence 17 degrees 44 minutes 41 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 1000.00 feet; thence 5 degrees 53 minutes 46 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 100.20 feet; thence 10 degrees 49 minutes 00 seconds left, in a Northwesterly direction along said Right of Way Line, a distance of 702.92 feet; thence 8 degrees 21 minutes 16 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 500.90 feet; thence 12 degrees 06 minutes 41 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 558.91 feet to a point on the Southeast Right of Way Line of Shelby County Highway No. 43; thence 47 degrees 36 minutes 14 seconds right, in a Northeasterly direction along said Right of Way Line, a distance of 276.11 feet to a point on the North line of said Section 28; thence 77 degrees 21 minutes 06 seconds right, in an Easterly direction along said North line, a distance of 3183.35 feet to the Point of Beginning.

Said parcel contains 128.42 Acres and is subject to easements and rights of way of record.

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Also, a parcel of land located in the Northwest 1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Begin at the Northwest corner of said Section 28; thence in a Southerly direction, along the West line of said Section 28, a distance of 2176.04 feet to a point on the Northwestern Right of Way Line of Old U. S. Highway 280, said point also being on a curve to the right, said curve having a radius of 1949.86 feet and a central angle of 14 degrees 24 minutes 16 seconds; thence 99 degrees 07 minutes 32 seconds left, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction then Southeasterly direction, along said Right of Way Line, a distance of 490.20 feet to end of said curve; thence 29 degrees 07 minutes 20 seconds left, measured from tangent of said curve, in a Northeasterly direction along said Right of Way Line, a distance of 130.76 feet to a point on the Northwest Right of Way Line of Shelby County Highway No. 43; thence 29 degrees 47 minutes 03 seconds left, in a Northeasterly direction along said Right of Way Line, a distance of 67.71 feet; thence 90 degrees right, in a Southeasterly direction along said Right of Way Line, a distance of 10.0 feet; thence 90 degrees left in a Northeasterly direction along said Right of Way Line, a distance of 50.0 feet; thence 90 degrees left, in a Northwesterly direction along said Right of Way Line, a distance of 10.0 feet; thence 90 degrees right, in a Northeasterly direction along said Right of Way Line, a distance of 309.3 feet; thence 90 degrees left, in a Northwesterly direction along said Right of Way Line, a distance of 30.0 feet; thence 90 degrees right, in a Northeasterly direction along said Right of Way Line, a distance of 386.68 feet to the beginning of a curve to the left, said curve having a radius of 2507.0 feet and a central angle of 7 degrees 03 minutes 38 seconds; thence 8 degrees 52 minutes 22 seconds left, to tangent of said curve; thence along arc of said curve, in a Northeasterly direction along said Right of Way Line, a distance of 308.94 feet to end of said curve; thence continue in a North-

easterly direction along said Right of Way Line, a distance of 617.99 feet to a point on the Southwest Right of Way Line of U. S. Highway 280; thence 70 degrees 47 minutes 50 seconds left, in a Northwesterly direction along said Right of Way Line, a distance of 270.2 feet; thence 17 degrees 00 minutes 33 seconds right, in a Northwesterly direction along said Right of Way Line, a distance of 296.51 feet to the beginning of a curve to the right, said curve having a radius of 5969.58 feet and a central angle of 2 degrees 06 minutes 00 seconds; thence 14 degrees 17 minutes 12 seconds left to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 218.79 feet to end of said curve, said point also being located on the North line of said Section 28; thence 44 degrees 19 minutes 18 seconds left, measured from tangent of said curve, in a Westerly direction along said North line, a distance of 877.89 feet to the Point of Beginning.

Said parcel contains 53.06 Acres and is subject to easements and rights of way of record.

Also, a parcel of land located in the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Section 28; thence in a Southerly direction, along the West line of said Section 28, a distance of 2257.11 feet to the Point of Beginning, said point also being on the Southeast Right of Way Line of Old U. S. Highway 280; thence continue along last described course, along said West line, a distance of 787.13 feet to a point on the Northwest Right of Way Line of Shelby County Highway No. 11, said point also being on a curve to the right, said curve having a radius of 1949.80 feet and a central angle of 13 degrees 35 minutes 04 seconds; thence 102 degrees 54 minutes 14 seconds left to tangent of said curve; thence along arc of said curve, in a North-easterly direction, then Easterly direction, along said Right of Way Line, a distance of

462.28 feet to end of said curve; thence continue in an Easterly direction, along said Right of Way Line, a distance of 272.1 feet to the beginning of a curve to the left, said curve having a radius of 729.09 feet and a central angle of 66 degrees 37 minutes 00 seconds; thence along arc of said curve, in a Northeasterly direction along said Right of Way Line, a distance of 847.70 feet to end of said curve; thence 31 degrees 42 minutes 09 seconds left, measured from tangent of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 106.97 feet to a point on the Southwest Right of Way Line of Old U. S. Highway 280, said point also being on a curve to the right, said curve having a radius of 1313.24 feet and a central angle of 5 degrees 36 minutes 37 seconds; thence 71 degrees 52 minutes 38 seconds left to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 128.59 feet to end of said curve; thence continue in a Northwesterly direction along said Right of Way Line, a distance of 456.0 feet to the beginning of a curve to the left, said curve having a radius of 1869.86 feet and a central angle of 25 degrees 36 minutes 50 seconds; thence along arc of said curve, in a Northwesterly direction then Southwesterly direction, along said Right of Way Line, a distance of 835.91 feet to the Point of Beginning.

Said parcel contains 17.6 Acres, more or less (Acreage does not include 100 Foot Seaboard Coast Line Railroad Right of Way), and is subject to easements and rights of way of record.

EXCEPT that portion of the above that lies in the SE1/4 of NW1/4 of Section 28, Township 19 South, Range 1 West.

Also, a parcel of land located in the Northeast 1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the North 1/2 of said Section 28; thence in a Westerly direction, along the South line of said North 1/2 of said Section 28, a dis-

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tance of 1228.27 feet to the Point of Beginning, said point also being located on the centerline of a 100 Foot Seaboard Coast Line Railroad Right of Way; thence continue along last described course, along said South line, a distance of 210.93 feet to a point on the Northeast Right of Way Line of Old U. S. Highway 280, said point also being on a curve to the left, said curve having a radius of 1677.02 feet and a central angle of 1 degree 26 minutes 58 seconds, thence 28 degrees 41 minutes 14 seconds right to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 42.42 feet to end of said curve; thence continue in a Northwesterly direction, along said Right of Way Line, a distance of 195.30 feet to the beginning of a curve to the right, said curve having a radius of 1105.92 feet and a central angle of 20 degrees 00 minutes 15 seconds; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 386.12 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 676.62 feet and a central angle of 16 degrees 48 minutes 45 seconds; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 198.54 feet to end of said curve; thence 80 degrees 46 minutes 51 seconds right, measured from tangent of said curve, in a Northeasterly direction, a distance of 50.0 feet to a point on the centerline of a 100 Foot Seaboard Coast Line Railroad Right of Way; thence 90 degrees right, in a Southeasterly direction along said centerline of said 100 Foot Right of Way, a distance of 111.55 feet; thence 00 degrees 39 minutes 17 seconds right, in a Southeasterly direction, a distance of 112.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 1 degree 58 minutes 33 seconds right, in a Southeasterly direction, a distance of 118.08 feet to a point on the centerline of said 100 Foot Right of Way; thence 3 degrees 53 minutes 39 seconds right, in a Southeasterly direction, a distance of 129.37 feet to a point on the centerline of said 100 Foot Right of Way; thence 3 degrees 46 minutes 07 seconds right, in a Southeasterly direction, a distance of 112.43 feet to a point on the

centerline of said 100 Foot Right of Way; thence 3 degrees 36 minutes 45 seconds right, in a Southeasterly direction, a distance of 112.13 feet to a point on the centerline of said 100 Foot Right of Way; thence 3 degrees 15 minutes 51 seconds right, in a Southeasterly direction, a distance of 132.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 00 degrees 44 minutes 04 seconds right, in a Southeasterly direction, a distance of 64.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 00 degrees 31 minutes 22 seconds right, in a Southeasterly direction, a distance of 120.43 feet to the Point of Beginning.

Said parcel contains 1.6 Acres, more or less (Acreage does not include Railroad Right of Way), and is subject to easements and rights of way of record.

Also, a parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the North 1/2 of said Section 28; thence in a Westerly direction, along the South line of the North 1/2 of said Section 28, a distance of 1439.20 feet to a point on the Northeast Right of Way Line of Old U. S. Highway 280, said point also being on a curve to the left, said curve having a radius of 1677.02 feet and a central angle of 1 degree 26 minutes 58 seconds; thence 28 degrees 41 minutes 14 seconds right to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 42.42 feet to end of said curve; thence continue in a Northwest-erly direction, along said Right of Way Line, a distance of 195.30 feet to the beginning of a curve to the right, said curve having a radius of 1105.92 feet and a central angle of 20 degrees 00 minutes 15 seconds; thence along arc of said curve, in a Northwest-erly direction along said Right of Way Line, a distance of 386.12 feet to end of said curve and the beginning of a

curve to the left, said curve having a radius of 676.62 feet and a central angle of 65 degrees 30 minutes 07 seconds; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 416.29 feet to the Point of Beginning; thence continue along arc of said curve, in a Northwesterly direction then Southwesterly direction, along said Right of Way Line, a distance of 357.24 feet to end of said curve; thence continue in a Southwesterly direction, along said Right of Way Line, a distance of 9.19 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence 107 degrees 58 minutes 35 seconds right, in a Northerly direction along said West line, a distance of 212.6 feet to a point on the centerline of a 100 Foot Seaboard Coast Line Railroad Right of Way; thence 104 degrees 51 minutes 38 seconds right, in a Southeasterly direction, a distance of 5.1 feet to a point on the centerline of said 100 Foot Right of Way; thence 5 degrees 24 minutes 59 seconds right, in a Southeasterly direction, a distance of 118.02 feet to a point on the centerline of said 100 Foot Right of Way; thence 1 degree 00 minutes 53 seconds right, in a Southeasterly direction, a distance of 138.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 00 degrees 12 minutes 08 seconds right, in a Southeasterly direction along the centerline of said 100 Foot Right of Way, a distance of 145.65 feet; thence 90 degrees right, in a Southwesterly direction, a distance of 50.0 feet to the Point of Beginning.

Said parcel contains 0.5 Acre, more or less (Acreage does not include Railroad Right of Way), and is subject to easements and rights of way of record.

Also, a parcel of land located in the North 1/2 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the North 1/2 of said Section 28; thence in a Westerly direction, along the South line of the North 1/2 of said Section 28, a distance of 1439.20 feet to a point on the Northeast Right of Way Line of Old U. S. Highway 280, said

point also being on a curve to the left, said curve having a radius of 1677.02 feet and a central angle of 1 degree 26 minutes 58 seconds; thence 28 degrees 41 minutes 14 seconds right to tangent of said curve; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 42.42 feet to end of said curve; thence continue in a Northwest-erly direction, along said Right of Way Line, a distance of 195.30 feet to the beginning of a curve to the right, said curve having a radius of 1105.92 feet and a central angle of 20 degrees 00 minutes 15 seconds; thence along arc of said curve, in a Northwesterly direction along said Right of Way Line, a distance of 386.12 feet to end of said curve and the beginning of a curve to the left, said curve having a radius of 676.62 feet and a central angle of 65 degrees 30 minutes 07 seconds; thence along arc of said curve, in a Northwesterly direction then Southwesterly direction, along said Right of Way Line, a distance of 773.53 feet to end of said curve; thence continue in a Southwesterly direction, along said Right of Way Line, a distance of 9.19 feet to a point on the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 28; thence 107 degrees 58 minutes 35 seconds right, in a Northerly direction along said West line, a distance of 212.6 feet to the Point of Beginning, said point also being a point on the centerline of a 100 Foot Seaboard Coast Line Railroad Right of Way; thence 75 degrees 08 minutes 22 seconds left, in a Northwesterly direction, a distance of 121.51 feet to a point on the centerline of said 100 Foot Right of Way; thence 00 degrees 21 minutes 50 seconds left, in a Northwesterly direction, a distance of 94.36 feet to a point on the centerline of said 100 Foot Right of Way; thence 5 degrees 56 minutes 16 seconds left, in a Northwesterly direction, a distance of 119.23 feet to a point on the centerline of said 100 Foot Right of Way; thence 4 degrees 26 minutes 12 seconds left, in a Westerly direction, a distance of 97.87 feet to a point on the centerline of said 100 Foot Right of Way; thence 5 degrees 07 minutes 14 seconds left, in a Westerly direction, a distance of 118.64 feet to a point on the

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centerline of said 100 Foot Right of Way; thence 3 degrees 23 minutes 49 seconds left, in a Southwesterly direction, a distance of 101.07 feet to a point on the centerline of said 100 Foot Right of Way; thence 5 degrees 18 minutes 41 seconds left, in a Southwesterly direction, a distance of 117.48 feet to a point on the centerline of said 100 Foot Right of Way; thence 4 degrees 04 minutes 50 seconds left, in a Southwesterly direction, a distance of 109.18 feet to a point on the centerline of said 100 Foot Right of Way; thence 4 degrees 35 minutes 37 seconds left, in a Southwesterly direction, a distance of 114.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 3 degrees 16 minutes 50 seconds left, in a Southwesterly direction, a distance of 61.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 3 degrees 53 minutes 43 seconds left, in a Southwesterly direction, a distance of 113.09 feet to a point on the centerline of said 100 Foot Right of Way; thence 4 degrees 18 minutes 12 seconds left, in a Southwesterly direction, a distance of 83.74 feet to a point on the centerline of said 100 Foot Right of Way; thence 91 degrees 17 minutes 05 seconds right, in a Northwesterly direction, a distance of 211.90 feet; thence 77 degrees 00 minutes 00 seconds left, in a Southwesterly direction, a distance of 102.18 feet; thence 58 degrees 10 minutes 00 seconds right, in a Northwesterly direction, a distance of 161.07 feet; thence 90 degrees right, in a Northeasterly direction, a distance of 73.81 feet; thence 100 degrees 41 minutes 00 seconds left, in a Northwesterly direction, a distance of 60.09 feet to a point on the Southeast Right of Way Line of Shelby County Highway No. 43; thence 101 degrees 13 minutes 36 seconds right, in a Northeasterly direction along said Right of Way Line, a distance of 164.72 feet; thence 10 degrees 42 minutes 50 seconds left, in a Northeasterly direction along said Right of Way Line, a distance of 601.79 feet to a point on the Southerly Right of Way Line of U. S. Highway 280; thence 49 degrees 17 minutes 21 seconds right, in an Easterly direction, along said Right of Way Line, a distance of 141.42 feet; thence 15 degrees 32 minutes 30 seconds right, in a Southeasterly direction

along said Right of Way Line, a distance of 623.19 feet; thence 32 degrees 43 minutes 40 seconds right, in a Southeasterly direction along said Right of Way Line, a distance of 300.00 feet; thence 5 degrees 35 minutes 09 seconds right, in a Southeasterly direction along said Right of Way Line, a distance of 821.90 feet; thence 5 degrees 35 minutes 09 seconds left, in a Southeasterly direction along said Right of Way Line, a distance of 437 feet, more or less, to a point on the Northeast Right of Way Line of a 100 Foot Seaboard Coast Line Railroad Right of Way; thence in a Southwesterly direction a distance of 50 feet, more or less to a point on the centerline of said 100 Foot Right of Way; thence in a Northwesterly direction a distance of 112 feet, more or less, to a point of tangency in the centerline of said 100 Foot Right of Way; thence continue in a Northwesterly direction, along the centerline of said 100 Foot Right of Way along said tangent, a distance of 474.0 feet; thence 00 degrees 12 minutes 08 seconds left, in a Northwesterly direction, a distance of 138.0 feet to a point on the centerline of said 100 Foot Right of Way; thence 1 degree 00 minutes 53 seconds left, in a Northwesterly direction, a distance of 118.02 feet to a point on the centerline of said 100 Foot Right of Way; thence 5 degrees 24 minutes 59 seconds left, in a Northwesterly direction, a distance of 5.1 feet to the Point of Beginning.

Said parcel contains 26.1 Acres, more or less (Acreage does not include Railroad Right of Way), and is subject to easements and rights of way of record.

Less and except any portion of the following described property which may be included in the heretofore described property: A tract of land containing 4.5 acres, more or less, described as commencing at the SW corner of the SE 1/4 of the NW 1/4 of Section 28, Township 19, Range 1 West, and run thence North 1 degree 35 minutes West a distance of 569.5 feet to the point of beginning; run thence North 54 degrees 55 minutes East 54.6 feet; thence North 57 degrees 25 minutes East 57 feet; thence North 60 degrees 25 minutes East 59 feet;

thence North 62 degrees 40 minutes East 93 feet; thence North 37 degrees 35 minutes West 414.8 feet; thence South 42 degrees 45 minutes West 541 feet; thence South 42 degrees 45 minutes West 60 feet; thence South 16 degrees 30 minutes West 185 feet to a post; thence South 75 degrees 15 minutes East 191.4 feet; thence run North 56 degrees East a distance of 364.5 feet to the point of beginning.

Exclusive of all mineral and mining rights.

TO HAVE AND TO HOLD the Real Estate, together with all the rights, privileges and appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever.

II. ASSIGNMENT OF CONDEMNATION AWARDS

As further security for the Indebtedness and the full and complete performance of each and every obligation, covenant, agreement and duty of Mortgagor contained herein, and to the extent of the full amount of the Indebtedness secured hereby and of the costs and expenses (including reasonable attorneys' fees) incurred by Mortgagee in the collection of any award or payment, Mortgagor hereby assigns to Mortgagee any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to Mortgagor with respect to the Real Estate as a result of (A) the exercise of the right of eminent domain, (B) the alteration of the grade or of any street or (C) any other injury to or decrease in value of the Real Estate. All such damages, condemnation proceeds and consideration shall be paid directly to Mortgagee, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by Mortgagee in obtaining such sums, Mortgagee may, at its option, apply the balance on the Indebtedness in any order and whether or not then due or release the balance to Mortgagor. Said application or release shall not cure or waive any default of Mortgagor.

III. MORTGAGOR'S REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants to the Mortgagee that:

A. Valid Title, etc. Mortgagor is lawfully seized of an indefeasible estate in fee simple in and to the entire undivided 56.4% interest in the Real Estate;

the Real Estate is subject to no liens or encumbrances other than the liens or encumbrances more particularly described in Exhibit A attached hereto and made a part hereof ("Permitted Encumbrances"); Mortgagor has a good right to sell and mortgage the Real Estate; and Mortgagor will forever warrant and defend the title to the undivided interest in the Real Estate herein described unto Mortgagee against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

B. Maintenance of Lien Priority. Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on the Real Estate created hereby. Mortgagor shall execute, acknowledge and deliver such additional instruments as Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens created hereby as first liens on the Real Estate, except as otherwise permitted under the terms of this Mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens hereby created shall be paid by Mortgagor.

IV. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees that, until the Indebtedness is paid in full:

A. Payment of Taxes and Other Assessments.

Mortgagor will pay or cause to be paid all taxes, assessments and other governmental, municipal or other public dues, charges, fines or impositions imposed or levied upon the Real Estate created by this Mortgage, and any tax or excise on rents or other tax, however described, assessed or levied by any state, federal or local taxing authority as a substitute, in whole or in part, for taxes assessed or imposed on the Real Estate or on the lien created by this Mortgage, and at least ten days before said taxes, assessments and other governmental charges are due Mortgagor will deliver receipts therefor to Mortgagee. Mortgagor may, at its own expense, in good faith contest any such taxes, assessments and other governmental charges and, in the event of any such contest, may permit the taxes, assessments or other governmental charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of such contested items shall be effectively stayed. If any tax or assessment is levied, assessed or imposed by any governmental authority on Mortgagee as a legal holder of any of the Notes or any interest in this Mortgage or in the Guaranty or any other documents securing the Notes, then unless all such taxes and assessments

are paid by Mortgagor as they become due and payable (and in the opinion of counsel for Mortgagee, such payment by Mortgagor is lawful and does not place Mortgagee in violation of any law), Mortgagee may, at its option, declare the Indebtedness immediately due and payable.

B. Insurance. Mortgagor shall keep or cause to be kept the Real Estate insured against loss or damage by fire, windstorm, extended coverage perils, vandalism, malicious mischief and such other hazards, casualties or other contingencies as from time to time may be required by Mortgagee, in such amounts, in such manner and in such companies as Mortgagee may approve. All such policies shall provide that any losses payable thereunder shall (pursuant to standard mortgagee clauses, without contribution, to be attached to each policy) be payable to Mortgagee, as its interest may appear pursuant to the terms hereof. Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with Mortgagee. At least ten days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagor shall furnish to Mortgagee evidence of the payment of such premiums. Each of such policies shall contain an agreement by the insurer that the same shall not be cancelled without at least ten days' prior written notice to Mortgagee. With respect to all such insurance policies, Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds, to the extent of Mortgagee's interest in such proceeds (less expenses of collection) on the Indebtedness, in any order and whether due or not, or to release the same to Mortgagor, but any such application or release shall not cure or waive any default by Mortgagor. In case of a sale pursuant to the foreclosure provisions hereof, or any conveyance of all or any part of the Real Estate in extinguishment of the Indebtedness, complete title to all insurance policies held by Mortgagee and the unearned premiums with respect thereto shall pass to and vest in the purchaser or grantee of the Real Estate.

C. Waste, Demolition, Alteration or Replacement. Mortgagor will cause the Real Estate and every part thereof to be maintained, preserved and kept in safe and good repair, will not commit or permit waste thereon, will not remove, demolish or alter the design or structural character of any building now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee, will comply with all laws and regulations of any governmental authority with reference to the Real Estate and the manner and use of the same, and will from time to time make all necessary and proper

repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained.

V. DEFEASANCE

If all of the Indebtedness (as defined herein), including but not limited to, all sums (principal, interest and charges) payable under the Notes, whether now or hereafter owed and outstanding, and any and all extensions and renewals of the same, shall be paid in full; and if all sums becoming due and payable by Mortgagor under the terms of this Mortgage, including but not limited to, advancements made by Mortgagee pursuant to the terms and conditions of this Mortgage, shall be paid in full; and if Mortgagor shall have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; and if Mortgagor shall have kept and performed each and every obligation, covenant, duty, condition and agreement imposed on or agreed to in the Guaranty by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Real Estate shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this instrument; otherwise, this Mortgage shall remain in full force and effect.

VI. EVENTS OF DEFAULT

Mortgagor shall be in default under this Mortgage upon the happening of any of the following events or conditions, or the happening of any other event of default as defined elsewhere in this Mortgage (hereinafter collectively referred to as "Events of Default"):

- (a) any representation or warranty made herein or in any of the Notes or in any other document or instrument evidencing or securing the Indebtedness shall prove to be false or misleading in any material respect;
- (b) any report, certificate, financial statement or other instrument furnished in connection with the Indebtedness, this Mortgage or the Guaranty shall prove to be false or misleading in any material respect;

- (c) default shall be made in the prompt payment of the principal of and interest payable on any of the Notes as and when due and payable;
- (d) default shall be made with respect to any indebtedness (other than the Notes) of the Mortgagor when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money of Mortgagor, if the effect of such default is to accelerate the maturity of such indebtedness or to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or any such indebtedness shall not be paid when due;
- (e) default shall be made in the due observance or performance of any covenant, condition or agreement on the part of Mortgagor to be observed or performed pursuant to the terms of this Mortgage or the Guaranty;
- (f) any other event of default shall occur under the Guaranty;
- (g) the Mortgagor or any maker, endorser, surety or guarantor of any of the Notes (hereinafter collectively called the "Obligors" and individually an "Obligor") shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of the Mortgagor or of any Obligor or of any of their respective properties or assets, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or statute, or if corporate action shall be taken by the Mortgagor or any Obligor for the purpose of effecting any of the foregoing;

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- (h) a petition shall be filed, without the application, approval or consent of the Mortgagor or any Obligor in any court of competent jurisdiction, approving a petition seeking reorganization, rearrangement, dissolution or liquidation of the Mortgagor or any Obligor or of all or a substantial part of the respective properties or assets of the Mortgagor or of any Obligor, or seeking any other relief under any law or statute of the type referred to in clause (v) of Section (g) above, or the appointment of a receiver, trustee, liquidator or other custodian of the Mortgagor or of any Obligor or of a substantial part of the properties or assets of the Mortgagor or any Obligor and such petition shall not be dismissed within 30 days after the filing thereof;
 - (i) final judgment for the payment of money in excess of an aggregate of \$5,000 shall be rendered against the Mortgagor or any Obligor, and the same shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed;
 - (j) the interest of Mortgagee in the Real Estate shall become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the Indebtedness; or
 - (k) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction.

VII. RIGHTS OF MORTGAGEE UPON DEFAULT

A. Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option and without demand or notice to Mortgagor, declare the Indebtedness, all or any part thereof, immediately due and payable. Unless otherwise provided herein and to the extent permitted by law, Mortgagor hereby waives demand, presentment for payment, protest, notice of protest, dishonor and default, notice of intent to declare the Indebtedness immediately due and payable and notice of declaration that the Indebtedness is immediately due and payable, and any and all rights it may have to a hearing before any judicial authority prior to the exercise by Mortgagee of any of its rights under this

Mortgage or any other agreements securing or executed in connection with the Indebtedness.

B. Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee), may, but will not be obligated to, enter upon and take possession of any or all of the Real Estate, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Real Estate. When and if the expenses of such operation and management have been paid and the Indebtedness has been paid, the Real Estate shall be returned to Mortgagor, provided there has been no foreclosure sale. This provision is a right created by this Mortgage and is cumulative of, and shall in no way affect, the right of Mortgagee to the appointment of a receiver given Mortgagee by law.

C. Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit for a foreclosure of its lien on the Real Estate, to sue Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Upon the occurrence of an Event of Default, Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues 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.

D. Foreclosure Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Real Estate is taken, after giving 21 days' notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Real Estate or part thereof is

located, to sell the Real Estate (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Real Estate, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Real Estate may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the parcels included therein or without assigning to any parcel any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Real Estate in parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Real Estate not previously sold shall have been sold or all the Indebtedness secured hereby shall have been paid in full.

E. Mortgagor's Warranties After Sale. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Real Estate sold at foreclosure good and sufficient deeds of conveyance thereto, and the title of such purchaser or purchasers when so made by Mortgagee or such auctioneer. Mortgagor binds itself to warrant and forever defend to the extent of the right, title and interest therein of Mortgagor.

F. Application of Proceeds. The proceeds of any and all foreclosure sales of the Real Estate shall be applied as follows: (i) to the payment of all necessary expenses incident to the execution of said sale or sales, (ii) to the payment of the Indebtedness, to the amount of the accrued interest and principal legally due thereon and all other sums secured hereby and to the payment of attorneys' fees as provided in the Notes, and (iii) the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law.

G. Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this Mortgage, but without declaring the whole Indebtedness due, and provided that if any sale is

made because of such Event of Default, such sale may be made subject to the unmatured part of the Indebtedness secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness secured by this Mortgage, but as to such unmatured part of the Indebtedness this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Indebtedness whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Real Estate for any matured part of the Indebtedness without exhausting any power of foreclosure and the power to sell the Real Estate for any other part of the Indebtedness, whether matured at the time or subsequently maturing.

H. Waiver of Appraisement Laws. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Real Estate (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Indebtedness or any creation or extension of a period of redemption from any sale made in collecting the Indebtedness (commonly known as stay laws and redemption laws).

I. Prerequisites of Sales. In case of any foreclosure sale of the Real Estate, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of money secured or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

VIII. MISCELLANEOUS PROVISIONS

A. Waiver and Election. The exercise by Mortgagee of any option given under the terms of this Mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien granted by this Mortgage, either on any matured portion of the Indebtedness or for the whole of the Indebtedness, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication or necessary notices for foreclosure, as provided in this Mortgage, preclude the prosecution of a later suit thereon.

B. Landlord-Tenant Relationship. Any sale of the Real Estate under this Mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and Mortgagor.

C. Future Advances. THIS IS A FUTURE ADVANCE MORTGAGE, which shall not be deemed satisfied or reduced by the payment or reduction of the amount of Indebtedness outstanding from time to time; rather, this Mortgage shall secure any and all Indebtedness outstanding at the time of foreclosure hereof, whether now existing or hereafter incurred, contracted for or arising.

D. Covenant Against Sale or Transfer of the Real Estate. Notwithstanding any other provision of this Mortgage or the Notes, if the Real Estate, or any part thereof, or any interest therein, is sold, conveyed or transferred, without the Mortgagee's prior written consent, the Mortgagee may, at its sole option, declare the Indebtedness immediately due and payable.

E. Enforceability. If any provision of this Mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of Mortgagee to effectuate the provisions hereof.

F. Application of Payments. If the lien created by this Mortgage is invalid or unenforceable as to any part of the Indebtedness or is invalid or unenforceable as to any part of the Real Estate, the unsecured or partially secured portion of the Indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Indebtedness, and all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on and applied to the full payment of that portion of the Indebtedness which is not secured or not fully secured by said lien created hereby.

G. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and the words "Mortgagor" and "Mortgagee" shall include their respective successors and assigns.

H. Advances by Mortgagee. If Mortgagor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of taxes, assessments and other charges, the keeping of the Real

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Estate in repair, or any other term or covenant herein contained, Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter the Real Estate for the purpose of performing any such term or covenant. Mortgagor agrees to repay all sums advanced upon demand, with interest from the date such advances are made, determined on the same basis as the principal in the Notes (to the fullest extent permitted by applicable law), and all sums so advanced with interest shall be secured hereby.

I. Release or Extension by Mortgagee.

Mortgagee, without notice, may release any part of the Real Estate or any person liable for the Indebtedness without in any way affecting the rights of Mortgagee hereunder as to any part of the Real Estate not expressly released and may agree with any party with an interest in the Real Estate to extend the time for payment of all or any part of the Indebtedness or to waive the prompt and full performance of any term, condition or covenant of the Notes, the Guaranty, this Mortgage or any other instrument evidencing or securing the Indebtedness.

In the event that the Mortgagor desires to sell a portion of the Real Estate and the Mortgagee determines, in its sole discretion, that the sale of the Real Estate is a bona fide, arms length transaction for fair market value, Mortgagee shall, simultaneously with the delivery by Mortgagor of a deed to the purchaser, release that portion of the Real Estate described in the deed, provided, however, that the Mortgagee shall not be obligated to release any portion of the Real Estate in the event that the Mortgagor does not deliver a deed of that portion of the Real Estate to the purchaser. Upon the sale of any portion of the Real Estate, simultaneously with the release of that portion of the Real Estate, Mortgagor shall immediately pay to Mortgagee 56.4% of all proceeds from the sale of such Real Estate.

J. Partial Payments. Acceptance by Mortgagee of any payment of less than the amount due on the Indebtedness shall be deemed acceptance on account only, and the failure of Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Indebtedness has been paid, Mortgagee shall be entitled to exercise all rights conferred on it by the terms of this Mortgage in case of the occurrence of an Event of Default.

K. Titles not to be Considered. All section, paragraph, subparagraph or other titles contained in this Mortgage are for reference purposes only, and this

Mortgage shall be construed without reference to said titles.

L. Homestead. Martha Sue Raines, wife of J. O. Raines and Flora Marie Raines, wife of Owen Raines by executing this Mortgage, hereby consent to the conveyance of the Real Estate by this Mortgage, acknowledge and affirm that the Real Estate is not the homestead of either of them and disclaim any rights in the Real Estate as a homestead.

IN WITNESS WHEREOF, J. O. Raines, Owen Raines, Martha Sue Raines and Flora Marie Raines have executed this instrument as of August 12, 1983.

J. O. Raines
J. O. Raines

Owen Raines
Owen Raines

Martha Sue Raines
Martha Sue Raines

Flora Marie Raines
Flora Marie Raines

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. O. Raines, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 1983.

Lula B. Geel
Notary Public

[AFFIX NOTARIAL SEAL]

MY COMMISSION EXPIRES 1-25-84

BOOK 441 PAGE 614

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Owen Raines, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 1983.

Luh B. Coel
Notary Public

MY COMMISSION EXPIRES 1-25-84

[AFFIX NOTARIAL SEAL]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Martha Sue Raines, wife of J. O. Raines, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 1983.

Luh B. Coel
Notary Public

MY COMMISSION EXPIRES 1-25-84

[AFFIX NOTARIAL SEAL]

BOX 441 Rm 615

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Flora Marie Raines, wife of Owen Raines, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30th day of December, 1983.

Lula B. Coe
Notary Public

MY COMMISSION EXPIRES 1-25-84

[AFFIX NOTARIAL SEAL]

This instrument was prepared by:

Susan H. Snyder
Cabaniss, Johnston, Gardner, Dumas & O'Neal
1900 First National-Southern Natural Building
Birmingham, Alabama 35203
(205) 252-8800

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EXHIBIT A

1. Right of way of the SeaBoard Coast Line Railroad.
2. Transmission line permits to Alabama Power Company recorded in Deed Book 102, Page 147; Deed Book 102, Page 148; Deed Book 103, Page 428; Deed Book 133, Page 217; Deed Book 154, Page 425; Deed Book 211, Page 432; Deed Book 236, Page 839; Deed Book 102, Page 146; Deed Book 102, Page 145; Deed Book 124, Page 517; Deed Book 126, Page 87; Deed Book 126, Page 193; Deed Book 126, Page 194; Deed Book 126, Page 195.
3. Title to minerals underlying caption lands with mining rights and privileges belonging thereto. (Affects E1/2 of NW1/4 Section 28, Township 19, Range 1 West only.)
4. Easement to State Highway Department to change channel of Creek in NW1/4 of NW1/4 Section 28, Township 19, Range 1 West, as recorded in Deed Book 228, Page 495 in Probate Office.
5. Drainage Easements to State of Alabama as shown by deed recorded in Deed Book 298, Page 357, in Probate Office of Shelby County, Alabama.

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1984 JAN -5 AM 9:53

[Signature]

Mtg. Tax - 727.50

Rec. 40.50

Ind. 1.00

769.00

