

221

MORTGAGE

, 1984

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS: That
JEFFERSON COUNTY)

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WHEREAS, I-65 INVESTMENT PROPERTIES, an Alabama general partnership (hereinafter "Mortgagor"), has this day become justly indebted, for money loaned, to MEAD LAND SERVICES, INC., an Ohio corporation (hereinafter "Mortgagee"), in the sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$575,000.00), and has agreed to pay the same with interest thereon according to the terms of a certain promissory note (hereinafter "Note") of even date herewith, as amended, modified, supplemented, renewed or extended from time to time, providing for the payment thereof in installments, the last of which, if not sooner paid, is due and payable on the 18th day of January, 1989; and

WHEREAS, Mortgagor has agreed, in incurring such indebtedness, that this mortgage should be given to secure the prompt payment of the Note and of any future payments, advances, or expenditures made hereunder by Mortgagee.

NOW, THEREFORE, in consideration of the premises and for the purpose of securing the payment of the Note and all amendments, modifications and supplements thereto and all renewals and extensions thereof, as well as any other indebtedness which Mortgagor may owe to Mortgagee before the payment in full of the Note, Mortgagor does hereby grant, bargain, sell, and convey unto Mortgagee the real estate, situate in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof.

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TOGETHER with all and singular the fixtures appurtenant thereto, which shall include, in so far as they now are, or may hereafter belong to or be, used with the premises or any buildings or improvements thereon, and whether attached or detached: all lighting, heating, cooling, ventilating, air-conditioning, incinerating, sprinkling, and plumbing fixtures; irrigating, water, and power systems; engines and machinery; boilers, ranges, furnaces, oil burners, or units thereof; elevators and motors; refrigeration plants or units; built-in cabinets and appliances; storm windows and doors; window and door screens; awnings; window shades; shrubbery; and all of Mortgagor's property now or hereafter attached to, or reasonably necessary to the use of, the premises, all of which shall be deemed to be fixtures and shall be part of the security for the indebtedness herein mentioned and shall be covered by this mortgage; and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, water

courses, rights, liberties, privileges, easements, tenements, hereditaments, and appurtenances thereunto appertaining and the reversions and remainders, rents, issues, and profits thereof, and all of the minerals of whatever kind and character, including, without limitation, all coal, iron ore, oil, gas, methane gas in coal seams, limestone and other minerals, metals and ores in and under the real estate described in Exhibit A and mining and extraction rights in connection therewith, and all trees and timber now or hereafter standing on such real estate, all of such property, whether real or personal, being hereinafter designated as the "Premises."

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TO HAVE AND TO HOLD the Premises unto Mortgagee to and for its own proper use and benefit forever. And Mortgagor does covenant with Mortgagee that it is lawfully seized and possessed of the Premises, and has good right to convey the same; that the Premises are free from all liens, charges, encumbrances, easements, and restrictions whatsoever not herein specifically mentioned or referred to in the deed of even date herewith by which Mortgagee conveyed the Premises to Mortgagor ("Mortgagor's Deed"); and that subject only to exceptions herein specifically mentioned Mortgagor does warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons claiming by, through or under Mortgagor.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements:

1. Mortgagor shall promptly pay when due the indebtedness and interest thereon evidenced by the Note, together with any other indebtedness which Mortgagor may owe to Mortgagee, it being further agreed that any statement in a note or obligation that it is secured by this mortgage shall be conclusive evidence of such fact.

2. Mortgagor shall (a) not permit or commit waste, impairment, or deterioration of the Premises, (b) restore or repair promptly and in a good and workmanlike manner all or any part of the Premises in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover, in whole or in part, the costs of such restoration or repair, (c) keep the Premises, including improvements, fixtures, equipment, machinery and appliances on the Premises in good repair, and (d) comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Premises. Neither Mortgagor nor any tenant or other person, without the prior written consent of Mortgagee, shall remove, demolish or alter any improvement now existing or hereafter erected on the Premises or any fixture, equipment, machinery or appliance in or on the Premises except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

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3. Mortgagor shall pay and discharge as the same become due all taxes and assessments (except income taxes of Mortgagee) that may accrue, be levied, or assessed upon the Premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee or upon the rendering by any court of competent jurisdiction that the undertaking by Mortgagor to pay such taxes is legally inoperative, then the indebtedness hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes or assessments on the Premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments; and further shall furnish annually to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the Premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the Premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the Premises or any part thereof.

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5. Mortgagor shall not contract to sell, convey, further mortgage or otherwise encumber, lease for more than three (3) years, grant an option to purchase, lease with an option or an obligation to purchase, or sell on an installment payment basis the Premises or any part thereof or any interest therein without Mortgagee's prior written consent; provided that, such consent shall not be required in the case of any executory contract to sell, option to purchase, lease, or lease with an option or obligation to purchase with respect to the Premises, any part thereof or interest therein (the "Transferred Property"), if the Transferred Property is released from the lien of this mortgage in accordance with the provisions of Paragraph 16 prior to (a) delivery of a deed or other conveyance to the purchaser, transferee, lessee or optionor of the Transferred Property or (b) delivery of possession of the Transferred Property to such purchaser, transferee, lessee or optionor, whichever first occurs. In the event all or any part of the Premises or an interest therein is so sold, transferred, leased or encumbered or made subject to any option or contract

to purchase by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at its option, declare all amounts secured by this mortgage to be immediately due and payable without further demand and may foreclose this mortgage in the manner specified in Paragraph 11 of this mortgage.

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6. In order that there shall always be adequate and convenient access to all parts of the Premises subject to this Mortgage, Mortgagor shall not vacate or make application for the vacation of any public street or road or any portion thereof located on the Premises (regardless of whether the part of the Premises on which such street or road is located may have been released from this mortgage at the time of such vacation or application for vacation) without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. The application for or the institution of proceedings for the vacation of any such public street or road without Mortgagee's prior written consent, shall constitute a default under Paragraph 11 of this Mortgage.

7. Mortgagor shall provide, maintain, and deliver to Mortgagee policies of property insurance insuring against perils of fire and extended coverage, including "all risk" insurance for physical loss or damage as well as theft, vandalism and malicious mischief, with companies and in form satisfactory to Mortgagee and in an amount which is not less than eighty percent (80%) of the full replacement cost of all the buildings

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and improvements now located on the Premises and all other buildings hereafter constructed on the Premises, and shall assign and deliver to Mortgagee with satisfactory mortgage clauses all insurance policies of any kind or in any amount now or hereafter issued upon the Premises. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle and compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the Note or to the grantee of the Premises in the event of the foreclosure of this mortgage or other transfer of title to the Premises in satisfaction of the indebtedness secured hereby either in whole or part. In the event of loss under any of the policies of insurance herein referred to, the proceeds of each such policy shall be paid by the insurer to Mortgagee which, at its sole option, shall apply the same, after deducting all costs of collection, including reasonable attorney's fees, either (i) as a partial prepayment of the Note, in accordance with applicable provisions of the Note, whether or not then due or payable, or (ii) toward the repair, reconstruction or restoration of that part of the Premises to which such loss was sustained.

8. The rents, income, and profits of all and every part of the Premises are hereby specifically assigned and pledged to the payment of the Note and all other obligations hereby

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secured. If default shall be made in the payment of the Note or in the performance of any covenant, condition, or agreement of this mortgage, Mortgagee shall have the right forthwith to enter into and upon the Premises, take possession thereof and collect such rent, income, and profits with or without the appointment of a receiver. All such net income, after payment of reasonable collection, management, and attorney's fees, shall be applied toward the payment of any advances made hereunder by Mortgagee or in reduction of any indebtedness, including interest thereon, evidenced by the Note in such manner or proportion as Mortgagee may elect.

9. If Mortgagor fails to insure the Premises, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims, or other charges for repairs and improvements, or to keep the Premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments and any interest and penalties thereon, redeem the Premises from any tax sale, procure such receipts, or enter upon the Premises and make such repairs as it may deem necessary; and Mortgagor shall immediately pay to Mortgagee all sums which it shall have so paid or advanced, together with interest at the rate of 12% per annum (or if less, such maximum rate allowable under Alabama law for such advance), from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the indebtedness

of the Note referred to above; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the Premises from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor. If Mortgagee shall elect to advance insurance premiums, taxes, or assessments, or redeem from tax sale, the receipt of the insurance company or of the property tax official shall be conclusive evidence of the amount, validity, and the fact of payment thereof.

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10. Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable attorney's fees (together with interest on all such sums until paid at the rate of 12% per annum or if less the maximim rate allowable under Alabama law) which Mortgagee may expend or become obligated to pay in any proceedings: (a) to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements, or restrictions, asserting priority to this mortgage, other than those referred to in Mortgagor's Deed; (b) in payment, settlement, discharge, or release of any asserted lien, claim, right, easement, or restriction made upon advice of counsel that the same is superior to the lien of this mortgage; (c) in connection with any suit to enforce or foreclose this mortgage; or (d) to recover any sums hereby secured. For payment of all such sums and interest as aforesaid, this mortgage shall stand as security in like manner and effect as for the payment of such indebtedness.

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11. If (a) default shall be made in the payment of the Note or any part thereof in accordance with the terms thereof, or in the performance or payment of any covenant, condition, agreement or amount provided in this mortgage and such default is not remedied within 10 days after Mortgagee mails or delivers written notice thereof to Mortgagor; (b) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the indebtedness evidenced by the Note or permitting or authorizing the deduction of any such tax from the principal or interest of the Note, or by virtue of which any tax, lien or assessment upon the Premises shall be chargeable against the owner of this mortgage; (c) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (d) Mortgagor shall: (1) apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Premises or of all or a substantial part of such Mortgagor's assets, (2) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (3) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (4) make a general assignment for the benefit of creditors, (5) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (6) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any

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bankruptcy, reorganization or insolvency proceedings; or (e)
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 Mortgagor, or any of
them if more than one, or appointing a receiver, trustee or
liquidator of any Mortgagor or of the Premises or of all or
a substantial part of the assets of any Mortgagor; then, upon
the happening of any one or more of such events, at the option
of Mortgagee, the indebtedness hereby secured with all interest
thereon, and all other amounts secured hereby shall become
immediately due and payable and this mortgage shall be subject
to foreclosure; and Mortgagee shall have the right and is hereby
authorized to enter upon and take possession of the Premises,
and after or without taking possession, to sell the same before
the Court House door in the county where the above described
real estate is located, at public outcry for cash, after having
given notice of the time, place, and terms of sale by publication
once a week for three successive weeks prior to such sale in
some newspaper published in such county, and, upon payment of
the purchase money, Mortgagee or any person conducting such
sale for Mortgagee is authorized and empowered to execute to
the purchaser at such sale a deed with or without covenants
of warranty to the premises so purchased. Mortgagee may bid
at such sale and purchase the Premises, or any part thereof,
if the highest bidder therefor. At such foreclosure sale the
Premises may be offered for sale and sold as a whole without

first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The presence of any of the Premises at the place of sale is expressly waived.

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12. The proceeds of such sale shall be applied: first, to the expenses of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby secured with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Premises at the time of the sale after deducting any expense or ascertaining who is such owner. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

13. After foreclosure of this mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

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14. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising the same or any other option at any time; and the payment of contracting to pay by Mortgagee of anything Mortgagor has herein agreed to pay shall constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor.

15. All awards of damages or compensation in connection with any appropriation or condemnation of the Premises or any part thereof by any governmental agency or other entity which has the power of eminent domain (collectively "Condemning Authority") or any conveyance of the Premises or any part thereof to a Condemning Authority are hereby assigned to Mortgagee. Mortgagee shall, at its sole option, apply such award or compensation to (a) the alteration, repair and restoration of the balance of the Premises not so taken so that the same will again be suitable for use, (b) partial prepayment of the Note, in accordance with the applicable provision of the Note, or (c) any combination of (a) or (b). Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances of such award and compensation and to appeal from any such award.

16.

A. If Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void, and Mortgagee shall satisfy this mortgage at the expense of Mortgagor.

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In addition, subject to satisfaction of the conditions set forth in Paragraph 16(B), for each \$1,700.00 of the principal amount of the Note which is paid, Mortgagor shall be entitled to a partial release of the lien of this mortgage of (a) one quarter of an acre of the portion of the Premises designated as "A Land" on Exhibit A attached hereto and made a part hereof ("A Land"), or (b) one acre of the portion of the Premises designated as "B Land" on Exhibit A attached hereto and made a part hereof ("B Land").

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B. Additionally, for Mortgagor to be entitled to release of any of the Premises, all of the following conditions must have been satisfied:

(i) Mortgagor, at its sole expense, shall have prepared and delivered to Mortgagee a survey plat and a metes and bounds or other legal description of the parcel to be released which shall have been prepared by an Alabama registered surveyor. Such survey plat shall contain the surveyor's certificate of the number of acres in the parcel to be released, stated to the nearest 1000th of an acre.

(ii) Mortgagor shall have delivered to Mortgagee such surveyor's certificate that the parcel to be released is A Land or B Land or if both the number of acres of A Land and the number of acres of B Land.

(iii) Mortgagor shall deliver to Mortgagee for its execution a partial release of the parcel which shall be in a form previously approved by Mortgagee.

(iv) If necessary, in order that the balance of the Premises subject to this mortgage shall have adequate and reasonably convenient access to an existing public street and all necessary utilities may be provided thereto, an easement for such purposes shall be excepted from each parcel released. Until

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the balance of the Property subject to this mortgage is released from the lien of this mortgage, each deed of conveyance of a released parcel which is subject to any such easement shall contain an exception to the effect that such easement is subject to the lien of this mortgage.

(v) Each parcel requested to be released shall not include a disproportionate amount of frontage on existing public roads and shall reflect good engineering and land development practices so that the balance of the Premises then subject to this mortgage can be developed.

Provided that payment of principal due under the note secured hereby required to entitle Mortgagor to request a partial release of the lien of this mortgage has been made, Mortgagee shall deliver each requested release promptly after all of the foregoing conditions have been satisfied.

C. Except as provided in Paragraph 6 of this mortgage, all agreements, covenants and obligations to be kept and performed by Mortgagor hereunder shall be terminated as to all parcels released from this mortgage by Mortgagee in accordance with the terms of this Paragraph 16.

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17. No deficiency judgment shall be sought or obtained against the maker of the Note or any partner or shareholder of the Mortgagor, their respective heirs, representatives, successors and assigns, individually, for any balance of the indebtedness evidenced by the Note or any other amount secured by this mortgage, which may remain unpaid after the exhaustion of the security encumbered by this mortgage and any other security and collateral securing the Note; nor shall any judgment rendered on the Note and/or this mortgage be executed against or be a lien upon the lands or personal property of the maker of the Note or any partner or shareholder of the maker, their respective heirs, representatives, successors and assigns, other than the Premises and any other collateral securing the Note.

18. The term "Mortgagor" wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all subsequent owners of the Premises or any part thereof which is subject to this mortgage. All the covenants, conditions, and agreements hereof shall be binding upon Mortgagor and all such subsequent owners of the Premises or any part thereof, their respective heirs, executors, administrators, successors, and assigns and shall inure to the benefit of and be available to the successors and assigns of Mortgagee. The rights, options, powers, and remedies herein

provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

19. Whenever possible, each provision of this mortgage shall be interpreted so as to be valid and effective under applicable law, but if any provision of this mortgage shall be prohibited or invalid under applicable law, that provision shall be ineffective only to the extent of the prohibition or invalidity, without invalidating the remainder of that provision or the remaining provisions of this mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be executed by its duly authorized partners on the day and year first above written.

I-65 INVESTMENT PROPERTIES,
an Alabama general partnership

By Wayne Booth
Wayne Booth,
General Partner

By Ronnie Booth
Ronnie Booth,
General Partner

By Ora N. Clayton
Ora N. Clayton,
General Partner

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By Hugh Edge,
General Partner

By James L. Clayton,
General Partner

By Larry Clayton,
General Partner

By James E. Roberts,
General Partner

By Thomas N. Clayton,
General Partner

STATE OF _____)
COUNTY OF _____) SS:

I, _____, a Notary Public in and for said County, in said State, hereby certify that Wayne Booth whose name as general partner of I-65 Investment Properties, an Alabama general partnership, is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he, as such general partner and with full authority, executed the same voluntarily for and as the act of said partnership. Given under my hand and seal of office this _____ day of _____, A.D. 1984.

Notary Public

STATE OF _____)
COUNTY OF _____) SS:

I, _____, a Notary Public in and for said County, in said State, hereby certify that Ronnie Booth whose name as general partner of I-65 Investment Properties, an Alabama

STATE OF Alabama)
) SS:
COUNTY OF Jefferson)

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I, Mabel B. McIntire, a Notary Public in and for said County in said State, hereby certify that Wayne Booth, Ronnie Booth, Ora N. Clayton, Hugh Edge, James L. Clayton, Larry Clayton, James E. Roberts and Thomas N. Clayton, whose names as general partners of I-65 Investment Properties, an Alabama general partnership, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership. Given under my hand and seal of office this 18th day of January, A.D. 1984.

Mabel B. McIntire
Notary Public

My Commission Expires: 3/26/85

This Instrument Prepared By: Joan H. Roddy, Smith & Schnacke, a Legal Professional Association, 2000 Courthouse Plaza, N.E., P.O. Box 1817, Dayton, Ohio 45401.

EXHIBIT A

"A Land"

Situate in Shelby County, Alabama and being more particularly described as follows:

A portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 31, the W $\frac{1}{2}$ of the NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32 all in Township 21 South, Range 2 West described as follows:

Begin at the S.E. corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 21 South, Range 2 West (said point being marked by a capped pipe) and run westerly along the south side of the said $\frac{1}{4}$ - $\frac{1}{4}$ and along the south side of the Shelby County Airport for 302.14 feet, then turn an angle of 64 degrees 57 minutes 20 seconds to the right and run northwesterly along the west side of the Shelby County Airport for 1482.81 feet to a point on the North side of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 21 South, Range 2 West, then turn an angle of 65 degrees 15 minutes 06 seconds to the left and run westerly along the north side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 493.65 feet to the NW corner of the said $\frac{1}{4}$ - $\frac{1}{4}$, then turn an angle of 93 degrees 11 minutes 52 seconds to the left and run southerly along the west side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 1343.33 feet to the SW corner of the said $\frac{1}{4}$ - $\frac{1}{4}$, then turn an angle of 1 degree 27 minutes 15 seconds to the right and run southerly along the West side of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 31, Township 21 South, Range 2 West for 2692.95 feet to the SW corner of the said E $\frac{1}{2}$, then turn an angle of 87 degrees 38 minutes 47 seconds to the left and run easterly along the south side of the said E $\frac{1}{2}$, for 1342.29 feet to the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West, then turn an angle of 0 degrees 32 minutes 42 seconds to the left and run easterly along the south side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 1342.94 feet to the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 32 (said point being marked by a capped pipe), then turn an angle of 0 degrees 02 minutes 08 seconds to the right and run easterly along the south of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 635.56 feet to a point on the West right of way of Interstate Highway No. 65, then turn an angle of 115 degrees 51 minutes 10 seconds to the left and run northwesterly along the said right of way for 1505.82 feet to a concrete right of way monument on the south side of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West, then turn an angle of 64 degrees 15 minutes 38 seconds to the left and run westerly along the south side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 24.60 feet to the SW corner of the said $\frac{1}{4}$ - $\frac{1}{4}$, then turn an angle of 88 degrees 13 minutes 40 seconds to the right and run northerly along the west side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 53.86 feet to a concrete right of way monument on the west right of way of Interstate Highway No. 65, then turn an angle of 24 degrees 14 minutes 12 seconds to the left and run northwesterly along the said right of way for 867.14 feet, then turn an angle of 4 degrees 00 minutes 51 seconds to the left and run northwesterly along the said right of way for 571.40 feet to a concrete right of way monument, then turn an angle of 10 degrees 14 minutes 24 seconds to the right and run northwesterly along the said right of way for 15.83 feet to a point on the north side of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 South, Range 2 West, then turn an angle of 69 degrees 58 minutes 38 seconds to the left and run westerly along the north side of the said $\frac{1}{4}$ - $\frac{1}{4}$ for 708.74 feet back to the point of beginning.

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"B Land"

Also,

Begin at the S.E. corner of the NE 1/4 of the SE 1/4 of Section 19, T-21-S, R-2-W and run northerly along the East side of the said quarter-quarter for 1336.12 to the S.W. corner of the SW 1/4 of the NW 1/4 of Section 20, T-21-S, R-2-W. Then turn an angle of 91 deg 09 min 35 sec to the right and run Easterly along the south side of the said quarter-quarter for 1169.75 ft. to a point on the West right of way of the L. & N. Railroad. Then turn an angle of 117 deg 21 min 04 sec to the left and run northwesterly along the said R.O.W. for 1273.30 ft., then turn an angle of 63 deg 54 min 55 sec to the left and run westerly for 747.76 ft. to a point on the East right of way of Shelby County Road No 87., then turn an angle of 74 deg 39 min 19 sec to the right and run northwesterly along the said R.O.W. for 1093.36 ft., then turn an angle of 74 deg 42 min 46 sec to the left and run westerly for 382.68 ft., then turn an angle of 59 deg 31 min 38 sec to the right and run northwesterly for 570.99 ft. to a point on the south side of the E 1/2 of the SE 1/4 of Section 18, T-21-S, R-2-W, then turn an angle of 59 deg 31 min 38 sec to the left and run westerly along the south side of the said E 1/2 for 227.95 ft. to the S.W. corner of the said E 1/2, then turn an angle of 88 deg 04 min 17 sec to the right and run northerly along the west side of the said E 1/2 for 1458.55 ft., then turn an angle of 92 deg 22 min 51 sec to the right and run Easterly for 521.36 ft. to a point on the West right of way of the L. & N. Railroad., then turn an angle of 116 deg 27 min 55 sec to the left and run northwesterly along the said R.O.W. for 1123.96 ft., then turn an angle of 63 deg 06 min 38 sec to the left and run westerly for 289.68 ft., then turn an angle of 90 deg 00 min to the left and run southerly for 249.00 ft., then turn an angle of 90 deg 00 min to the right and run westerly for 448.00 ft., then turn an angle of 90 deg 00 min to the right and run northerly for 475.00 ft. to a point on the north side of the S 1/2 of Section 18, T-21-S, R-2-W, then turn an angle of 90 deg 02 min 05 sec to the left and run westerly along the north side of the said S 1/2 for 2461.59 ft. to a point on the East right of way of Interstate Highway No. 65. (said point being marked by a concrete monument), then turn an angle of 127 deg 38 min 20 sec to the left and run southeasterly along the said R.O.W. for 1496.46 ft. to a concrete monument, then turn an angle of 9 deg 28 min 24 sec to the left and run southeasterly along the said R.O.W. for 61.83 ft. to the beginning of a circular curve concave southwesterly and having radius of 7799.55, (said point being marked by a concrete right of way monument), then, turning an angle to the right, run southeasterly along the said R.O.W. through a central angle of 1 deg 13 min 19 sec for 166.34 ft. (angle to the 166.34 ft. chord of 18 deg 07 min 51 sec to the right) to a point on the North side of the SE 1/4 of the SW 1/4 of Section 18, T-21-S, R-2-W, then turn an angle from the last described chord of 53 deg 25 min 52 sec to the left and run easterly along the north side of the said quarter-quarter for 698.97 ft. to the N.E. corner of the said quarter-quarter, then turn an angle of 87 deg 43 min 06 sec to the right and run southerly along the East side of the said quarter-quarter for 1297.83 ft. to a point on the East right of way Interstate Highway No. 65 (said right of way being a circular curve concave southwesterly and having a radius of 7789.55), then turning an angle to the left run southeasterly along the said R.O.W. through a central angle of 4 deg 44 min 49 sec for 645.37 ft. to the end of said curve (angle to the 645.19 ft. chord of 20 deg 16 min 19 sec left), then turn an angle from the last described chord of 2 deg 22 min 25 sec to the right and run southeasterly along the said R.O.W. for 3276.65 ft. to a capped pipe, then turn an angle of 69 deg 56 min 11 sec to the left and run Easterly for 1212.34 ft. to a capped pipe on the West right of way of Shelby County No. 87, then turn an angle of 89 de 03 min 20 sec to the right and run southerly along the said R.O.W. for 381.16 ft. to a capped pipe, then turn an angle of 90 deg 36 min 22 sec to the left and run easterly for 116.31 ft. back to the point of beginning.

The above described parcel contains 293.24 acres and is subject to the easements, rights of ways, and restrictions of record.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS WHICH ARE SPECIFICALLY EXCLUDED FROM THIS MORTGAGE.

PARCEL 1

Begin at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 20, Township 21 South, Range 2 West, Shelby County, Alabama; thence run in an easterly direction along the South line of said Quarter-Quarter Section for a distance of 1160.75 feet to a point on the West right of way of the L&N Railroad; thence turn an angle of $117^{\circ} 21' 04''$ to the left and run in a northwesterly direction along the right of way of the L&N Railroad for a distance of 1273.50 feet; thence turn an angle of $63^{\circ} 54' 55''$ to the left and run in a westerly direction for a distance of 789.24 feet, more or less, to a point in the center line of Shelby County Road No. 87; thence turn an angle of $105^{\circ} 21' 41''$ to the left and run in a southeasterly direction along the center line of said Shelby County Road No. 87 for a distance of 63.02 feet to the point of beginning of a circular curve concave southwesterly having a radius of 2864.79 feet; thence, turning an angle to the right, run southeasterly along said center line through a central angle of $15^{\circ} 59' 46''$ for 799.81 feet to the end of said curve; thence run in a southerly direction along a line tangent to the end of said curve for a distance of 329.08 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of Section 19, Township 21 South, Range 2 West; thence run in an easterly direction along the South line of said Quarter-Quarter Section for a distance of 119.19 feet, more or less, back to the point of beginning. Containing 24.74 acres, more or less.

PARCEL 2

Begin at a point where the North line of the Southwest Quarter of Section 18, Township 21 South, Range 2 West and the East right of way of Interstate Highway No. 65 intersect; thence run in an easterly direction along the North line of said Southwest Quarter for a distance of 2461.59 feet; thence turn an angle of $90^{\circ} 02' 05''$ to the right and run in a southerly direction for a distance of 514.51 feet; thence turn an angle of $89^{\circ} 57' 55''$ to the right and run in a westerly direction for a distance of 2064.49 feet, more or less, to a point on the East right of way of said Interstate Highway No. 65; thence turn an angle of $52^{\circ} 21' 38''$ to the right and run in a northwesterly direction along said East right of way for a distance of 649.74 feet, more or less, back to the point of beginning. Containing 26.73 acres, more or less.

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Intg. 74 - 862.50
Rec. 36.00
1.00
899.50

