

STATE OF ALABAMA

COUNTIES OF MONTGOMERY, ELMORE, SHELBY

THIS SUPPLEMENTAL DEED OF TRUST, made and dated this 25<sup>th</sup> day of May, 1984, by and between Jenkins Brick Company, an Alabama corporation (the "Mortgagor"), as trustor, and First Alabama Bank of Montgomery, N.A., a national banking association (the "Trustee").

## W I T N E S S E T H

WHEREAS, the Mortgagor has previously executed that certain Deed of Trust dated January 14, 1983, whereby Mortgagor conveyed certain property to Trustee to secure the Indebtedness owed by Mortgagor to First Alabama Bank of Montgomery, N.A., in its separate corporate capacity, and such other Lender or Lenders as are added as beneficiaries under said Deed of Trust, all as more fully set forth in said Deed of Trust, which was filed in the office of the Judge of Probate of Elmore County, Alabama, on January 18, 1983, and recorded in Roll 13, Frame 473, and filed in the office of the Judge of Probate of Montgomery County, Alabama, on January 18, 1983, and recorded in Real Property Book 594, page 263, and

WHEREAS, pursuant to Article IX of said Deed of Trust, provision was made for Additional Lenders whereby Mortgagor could, from time to time, at Mortgagor's option, add one or more other Lenders to which Mortgagor is indebted, as additional beneficiaries under said Deed of Trust by executing and delivering to the Trustee amendments to the Deed of Trust, and

WHEREAS, such amendment has been executed in the form and manner provided by said Deed of Trust naming The Prudential Insurance Company of America and The First National Bank of Atlanta as Additional Lenders, which said amendment is being filed for record in the office of the Judge of Probate of each county in which part of the Mortgaged Property is located, and

WHEREAS, certain parcels of real estate owned by the Mortgagor were omitted from said Deed of Trust, and it is the intention of the parties hereto to supplement said Deed of Trust to include the real property described herein to better secure Mortgagor's indebtedness to First Alabama Bank of Montgomery, N.A., The Prudential Insurance Company of America and The First National Bank of Atlanta, and otherwise to ratify and confirm, in all respects, the terms and conditions of said Deed of Trust dated January 14, 1983, as amended, and of record as aforesaid.

NOW, THEREFORE, for and in consideration of the premises and of the sum of One and No/100 (\$1.00) Dollar, cash in hand paid by the said Trustee to the Mortgagor on or before delivery of this Supplemental Deed of Trust, the receipt and sufficiency of which is hereby acknowledged, and further to secure the Indebtedness as set forth in that certain Deed of Trust dated January 14, 1983, and of record in Elmore County, Alabama and Montgomery County, Alabama, as aforesaid, and to secure the Indebtedness set forth in the above-described amendment to said Deed of Trust, Mortgagor does hereby grant, bargain, sell and convey to the Trustee and its successors in trust hereunder, the property and interests in property described in Exhibit "A", attached hereto and made a part hereof as if set out in full herein (the "Mortgaged Property").

TO HAVE AND TO HOLD, the Mortgaged Property, together with all the rights and privileges and appurtenances thereunto belonging, unto the Trustee, its successors in trust hereunder, for the equal and proportionate benefit and security of the Lenders and all other holders from time to time of the Obligations, without any priority of any of the Obligations over any other Obligations.

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ELMORE COUNTY, ALA.  
JUL 11 1984

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AND, Mortgagor hereby expressly makes, with respect to this conveyance, the same representations, warranties, covenants and agreements contained in said Deed of Trust, as amended, and the parties hereto do hereby expressly and specifically ratify and confirm all the terms, covenants and conditions of the aforesaid Deed of Trust dated January 14, 1983, as amended, and of record as aforesaid,

IT WITNESS WHEREOF, Jenkins Brick Company, by its duly authorized officers, has executed this instrument on the day and year first above written, and First Alabama Bank of Montgomery, N.A., joins in the execution of this Supplemental Deed of Trust for the purpose of accepting the duties and obligations imposed on it as Trustee, but for no other purpose.

JENKINS BRICK COMPANY

BY: [Signature]  
President

ATTEST:

BY: [Signature]  
Sec. Treas.

FIRST ALABAMA BANK OF MONTGOMERY, N.A.

BY: [Signature]  
Its S. V. R.

ATTEST:

BY: [Signature]  
Its Vice President

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STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, [Signature], a Notary Public in and for the State and County aforesaid, do hereby certify that [Signature] and [Signature], who are President and Secretary-Treasurer of JENKINS BRICK COMPANY, an Alabama corporation, whose names are signed to the foregoing Supplemental Deed of Trust, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplemental Deed of Trust, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 25<sup>th</sup> day of May, 1984.

882-8800  
AREA CODE 205

[Signature]  
Notary Public

My Commission Expires: 12/2/87

JAMES A. BYRAM, JR.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, DeLoe Schmitt, a Notary Public  
 in and for said County and State, hereby certify that  
Edward L. King Jr. and John E. Nix  
 whose names as Vice Presidents and Vice Presidents  
 of FIRST ALABAMA BANK OF MONTGOMERY, N.A., a national banking  
 association, as trustee under that certain deed of trust dated  
 January 14, 1983, are signed to the foregoing conveyance and who  
 are known to me, acknowledged before me on this day, that, being  
 informed of the contents of the conveyance, they as such officers  
 and with full authority, executed the same voluntarily for and as  
 the act of said FIRST ALABAMA BANK OF MONTGOMERY, N.A., acting in  
 its capacity as trustee aforesaid.

Given under my hand and official seal this the 25th day  
 of May, 1984.

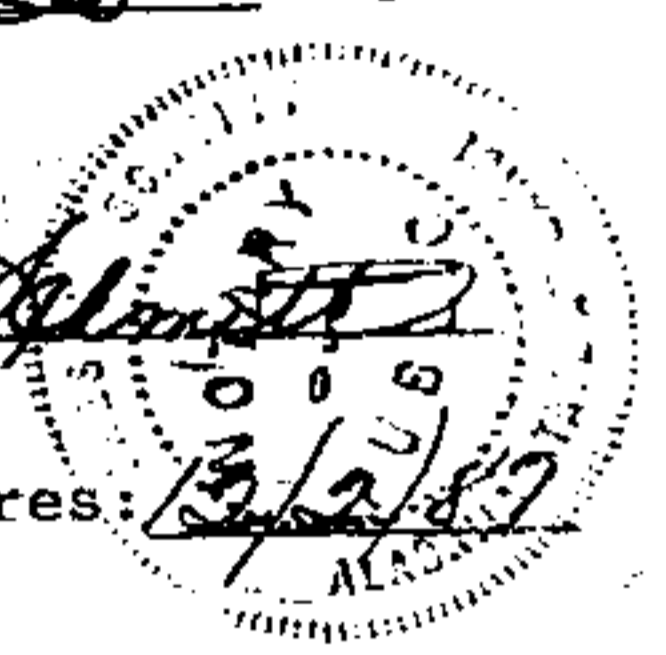
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DeLoe Schmitt  
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 ELMORE COUNTY ALA.

My Commission Expires: 3/2/87

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BOOK 357 PAGE 172

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EXHIBIT A

Parcel One Beginning at the intersection of the west side of Furnace Street and the south side of Sixth Street in the City of Montgomery, Alabama; thence south along the West side of Furnace Street a distance of 250.0 feet; thence west and parallel with Sixth Street a distance of 100.0 feet; thence north and parallel with Furnace Street a distance of 250.0 feet to the south side of Sixth Street to the point of beginning; the said land being in the southeast quarter of Section 36, T17N, R17E, Montgomery City and County, Alabama.

Parcel Two A certain parcel or tract of land lying and being situate in Section 6, Township 16 North, Range 18 East, in the City of Montgomery, Montgomery County, Alabama, and being more particularly described as follows:

Starting at the Northeast corner of Section 6, Township 16 North, Range 18 East, and thence going westerly along the northerly line of said Section 6, 1328 feet to an iron rail; thence at an angle of 85 degrees 50 minutes to the left, in a southerly direction 546.15 feet to the point of beginning; thence continuing in a southerly direction 756.35 feet to an iron rail; thence at an angle of 85 degrees 51 minutes to the right in a westerly direction 1153 feet to a point in the easterly line of French Street; thence at an angle of 94 degrees 19 minutes to the right along an extension to said easterly line of French Street northerly, 756.35 feet; thence at an angle of 85 degrees 41 minutes to the right in an easterly direction 1150.7 feet to the point of beginning.

Parcel Three A parcel of land located in the SE 1/4 of SE 1/4 of Sec. 25, Twp. 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said 1/4-1/4 Section; thence in a Northerly direction along the Westerly line of said 1/4-1/4 Section, a distance of 450.01 feet; thence 112 deg. 21' right, in a Southeasterly direction, a distance of 103.31 feet; thence 57 deg. 30' 10" left, in a Northeasterly direction, a distance of 484.09 feet; thence 90 deg. right, in a Southeasterly direction, a distance of 25.00 feet to the point of beginning; thence 90 deg. left, in a Northeasterly direction, a distance of 246.44 feet to the beginning of a curve to the left, having a radius of 154.38 feet; thence in a Northeasterly direction along the arc of said curve, a distance of 47.23 feet; thence in a Southeasterly direction along a line radial to said curve, a distance of 204.64 feet; thence 101 deg. 09' 15" right, in a Southwesterly direction, a distance of 175.56 feet; thence 9 deg. 47' 39" left, in a Southwesterly direction, a distance of 147.17 feet; thence 90 deg. right, in a Northwesterly direction, a distance of 225.40 feet to the beginning of a curve to the right, having a radius of 25 feet and a central angle of 106 deg. 10' 09"; thence in a Northeasterly direction along the arc of said curve, a distance of 46.33 feet to end of said curve and the point of beginning, containing 1.61 acres, less and except title to minerals underlying said lands with mining rights and privileges belonging thereto.

Being the same property conveyed by Jack A. McGuire and wife, Ann E. McGuire, to Jenkins Brick Company, a Corporation, by deed dated April 23, 1974, filed for record in the Office of Probate Judge, County of Shelby, State of Alabama, on April 24, 1974, at 11:02 o'clock A.M., and recorded in Deed Book 286, Page 540.

Each of said parcels one, two and three are conveyed together with all plants, buildings, structures and improvements of every kind and description now or hereafter erected or placed thereon; and all machinery, equipment and fixtures now or hereafter affixed or attached to, contained in, or used in connection with said real property, and all renewals and replacements thereof, including but not limited to equipment, apparatus, machinery, motors, elevators, fittings and plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, and all proceeds thereof; and

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All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all the estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor in and to the same; all policies of insurance now or hereafter delivered (or with respect to which copies thereof or certificates in evidence thereof are now or hereafter delivered) to the Trustee in accordance with the provisions of the Deed of Trust, together with all of the right, title and interest of Mortgagor in and to such policies, and without limitation, all of Mortgagor's right, title and interest in and to any premiums paid on such policies, including all rights to return premiums; condemnation awards and payments; and all leases, subleases and other rental agreements now or at any time hereafter covering any of the Mortgaged Property and all rents and rental income and other rights thereunder.

IT IS THE INTENTION OF THE MORTGAGOR, JENKINS BRICK COMPANY, BY THE DEED OF TRUST AND THIS SUPPLEMENTAL DEED OF TRUST TO CONVEY ALL OF ITS LANDS IN ALABAMA, WHETHER HEREIN ACCURATELY DESCRIBED OR NOT.

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This instrument was prepared by  
Name Steiner, Crum & Baker  
Address Montgomery Ala

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

JUL 3 4 54 PM '84

*[Signature]*

JUDGE OF PROBATE

01	INDEX	1.00
02	REC FE	0.50
02	REC FE	12.50

TOTAL

07-03-84 109369

14.00

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

1984 JUL 12 AM 11:27

*[Signature]*  
JUDGE OF PROBATE

Rec 12.50  
Jud 1.00  
13.50