

673

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT entered into this 28 day of June, 1985 between Nelson Brothers, Inc. ("Nelson") and Acton Investment Co., an Alabama general partnership ("Acton").

WITNESSETH:

Concurrent with the execution of this Agreement Nelson has executed that certain Warranty Deed attached hereto and made a part hereof as Exhibit A conveying the real property described in such Deed to Acton. To induce Nelson to make the conveyance of said real property and as part of the consideration for said conveyance, Acton has agreed to assume all obligations of Nelson, William H. Nelson, III and Judy Quinn Nelson under the Notes and Mortgage attached hereto as Exhibit B, such Notes having a remaining principal balance of \$851,812.36 as of this date and to indemnify and hold harmless Nelson, William H. Nelson, III and Judy Quinn Nelson from and against any and all claims arising out of any such obligations or liabilities under the Notes or the Mortgage.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

BRADLEY, ARANT, ROSE & WHITE
1400 PARK PLACE TOWER
BIRMINGHAM, ALABAMA 35203
TELEPHONE 252-4800 AREA CODE 205

BOX 033 REC 955

1. Concurrent with the execution of this Agreement Nelson has executed and delivered the Deed to Acton.

2. From the date hereof Acton has assumed and agreed to perform, pay and discharge and by these presents does hereby assume and agree to perform, pay and discharge the obligations of Nelson, William H. Nelson, III and Judy Quinn Nelson under the Notes and Mortgage and Acton further agrees to indemnify and hold harmless Nelson, William H. Nelson, III and Judy Quinn Nelson from and against any and all liabilities, claims or expenses arising out of any such obligations under the Notes or Mortgage.

3. This Agreement shall bind and inure to the benefit of be enforceable by the parties hereto, and their respective successors, heirs and assigns, but no assignment shall relieve any party of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalves by the respective duly authorized officers on the day and year first above written.

ACTON INVESTMENT CO.

By Donald M. Acton
Its Duly Authorized
General Partner

By Mark H. Acton
Its Duly Authorized
General Partner

ATTEST:

NELSON BROTHERS, INC.

By

Charles A. Nelson
Its Secretary

By

William H. Nelson, III
Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Ray J. Nelson, a Notary Public in and for said County in said State, hereby certify that Donald M. Acton and Mark H. Acton, whose names individually and as general partners of Acton Investment Co., 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 within instrument, they, individually, and as such general partners and with fully authority, executed the same voluntarily in their individual capacity and for and as the act of said partnership.

GIVEN under my hand and official seal of office, this 28th day of June, 1985.

Ray J. Nelson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1/23/86

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Charles A. Nelson, a Notary Public in and for said County, in said State, hereby certify that William H. Nelson, III, whose name as President of Nelson Brothers, Inc., a corporation organized under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of the corporation.

Charles A. Nelson
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 6/5/88

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS

WARRANTY DEED

That for and in consideration of Four Hundred Forty-Five Thousand Dollars (\$445,000) cash, and the assumption of those certain Purchase Money Promissory Notes with a remaining principal amount of Eight Hundred Fifty-One Thousand, Eight Hundred and Twelve Dollars and Thirty-Six Cents (\$851,812.36) and the assumption of that certain Purchase Money Mortgage securing said Notes recorded at Book 412, Page 422 in Shelby County Probate Office and other good and valuable consideration to the undersigned grantor, Nelson Brothers, Inc., a corporation ("Grantor"), in hand paid by Acton Investment Co., an Alabama general partnership ("Grantee") the receipt whereof is hereby acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

BOOK 033 PAGE 957

LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT A

This conveyance is subject to the following:

- (1) Taxes due in the year 1985 which are a lien but not due and payable until October 1, 1985.
- (2) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
- (3) Transmission lines permits to Alabama Power Company recorded in Deed Book 129, Page 547 and in Deed Book 277, Page 27 in said Probate Office.
- (4) Public road right of way to Shelby County recorded in Deed Book 177, Page 31, in said Probate Office.
- (5) Purchase Money Mortgage from William H. Nelson, III, and wife, Judy Quinn Nelson to Birmingham-Southern College in original principal amount of \$877,400 with remaining principal balance of \$851,812.36.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns forever.

And the Grantor does itself and for its successors and assigns, covenant with the Grantee, its successors and assigns, that it is lawfully seized and possessed of said premises, that they are free from all encumbrances except as noted herein, that it has a good right to sell and convey the same as aforesaid; that it will, and its successors and assigns shall, warrant and defend the same unto the Grantee, its successors and assigns forever, against the lawful claims of all persons except those noted above.

IN WITNESS WHEREOF, the said Nelson Brothers, Inc. has caused these presents to be executed by its duly authorized President under its hand and seal this 28th day of June, 1985.

NELSON BROTHERS, INC.

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, [Signature], a Notary Public in and for said County in said State, hereby certify that William H. Nelson, III, whose name as President of Nelson Brothers, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this 28th day of June, 1985.

[Signature]
Notary Public

My Commission Expires: 6/24/88

[NOTARIAL SEAL]

BOOK 033 PAGE 958

EXHIBIT A

A parcel of land located in the Southeast quarter of the Northeast quarter, Southwest quarter of the Northeast quarter, Northwest quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 11, Township 19 South, Range 2 West and the Southwest quarter of the Northwest quarter of Section 12, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Southwest corner of said Southwest quarter of the Northeast quarter of said Section 11; thence in an easterly direction along the southerly line of said quarter-quarter section, a distance of 251.72 feet to a point on the northeasterly right of way line of Meadow Drive and the Point of Beginning; thence continue along last described course, a distance of 1067.66 feet to the Southeast corner of said quarter-quarter section; thence 50 degrees 07 minutes right, in a southeasterly direction along the northeasterly line of Lot 21 of Meadow Brook Estates - First Sector, as recorded in Map Book 7, Page 64, in the Probate Office of Shelby County, Alabama, a distance of 377.91 feet to a point on the northerly right of way line of Meadow Brook Road; thence 50 degrees 07 minutes left, in an easterly direction along said right of way line, a distance of 90.00 feet to the Southwest corner of Lot 1 of Meadow Brook - 8th Sector, as recorded in Map Book 8, Page 57 in said Probate Office; thence 75 degrees 00 minutes 15 seconds left, in a northeasterly direction along the northwesterly line of said Lot 1, a distance of 300.22 feet to the northwest corner of said Lot 1, said point being 410.00 feet east of the Southwest corner of said Southeast quarter of the Northeast quarter; thence 42 degrees 45 minutes 15 seconds right, in a northeasterly direction along the northwesterly line of said Meadow Brook - 8th Sector, a distance of 1045.12 feet to a point in the easterly line of said Southeast quarter of the Northeast quarter; thence 18 degrees 32 minutes left, in a northeasterly direction along said northwesterly line of said Meadow Brook - 8th Sector and the northwesterly line of Meadow Brook 8th Sector - 2nd Phase, as recorded in Map Book 9, Page 63 in said Probate Office, a distance of 999.43 feet to a point in the northerly line of Southwest quarter of the Northwest quarter; thence 129 degrees 56 minutes left, in a westerly direction along the northerly line of said quarter-quarter section, a distance of 663.87 feet to the Northwest corner of said quarter-quarter section; thence 0 degrees 49 minutes 30 seconds right, in a westerly direction along the northerly line of said Southeast quarter of the Northeast quarter, a distance of 1320.37 feet to the Northwest corner of said quarter-quarter section; thence 24 degrees 12 minutes 27 seconds right, in a northwesterly direction, a distance of 714.95 feet to a point in the southeasterly right of Way line of Valleydale Road; thence 70 degrees 53 minutes 12 seconds left, in a southwesterly direction along said right of way line, a distance of 462.19 feet to the beginning of a curve to the right, having a radius of 2904.79 feet; thence 3 degrees 29 minutes 31 seconds right to chord of said curve, in a southwesterly direction along said curve and right of way line, a distance of 354.08 feet to the intersection with the easterly right of way line of Meadow Drive; thence 49 degrees 29 minutes 31 seconds left from said chord line, in a

southerly direction along said easterly right of way line, a distance of 740.71 feet to the beginning of a curve to the left, having a radius of 361.14 feet; thence in a southeasterly direction along said curve and right of way line, a distance of 334.06 feet to end of said curve, and the beginning of a curve to the right, having a radius of 398.12 feet; thence in a southeasterly direction along said curve and right of way line, a distance of 35.90 feet to the Point of beginning; ALSO Begin at the Southwest corner of said Southwest quarter of the Northeast quarter of said Section 11; thence in an easterly direction along the southerly line of said quarter-quarter section, a distance of 123.04 feet to a point on the southwesterly right of way line of Meadow Drive, said point being on a curve, having a radius of 441.14 feet; thence 136 degrees 24 minutes 14 seconds left from tangent to said curve, in a northwesterly direction along said right of way line and curve to the right, a distance of 337.49 feet to a point in the westerly line of said quarter-quarter section and end of said curve; thence in a southerly direction along the westerly line of said quarter-quarter section, a distance of 300.00 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

100X 033 PAGE 960

The State of Alabama)

SHELBY

County.

EXHIBIT B

THIS INDENTURE, made and entered into this 12 day of May, 1981,
by and between WILLIAM H. NELSON, III and wife JUDY QUINN NELSON

parties of the first part, hereinafter referred to as mortgagor, and BIRMINGHAM-SOUTHERN COLLEGE

party of the second part, hereinafter referred to as mortgagee,

Þittnegeth:

WHEREAS, the said Mortgagor is justly indebted to the party of the second part in the principal sum of EIGHT HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED and no/100 (\$877,400) as evidenced by note bearing even date herewith, payable as ~~follows~~ provided in such notes and identified as follows:

Promissory Note No. 1	\$395,000.00	principal amount
Promissory Note No. 2	\$400,000.00	principal amount
Promissory Note No. 3	\$ 82,400.00	principal amount

/provided in each such note.

NOW THEREFORE I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien, and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the town of _____ County of Shelby, State of Alabama, to-wit:

[LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS EXHIBIT A]

Robert C. Tait, all
to my friend, Mr.

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgagee, its successors and assigns forever. And the undersigned covenant with the mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the title to the same unto the mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assessments, or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgagee, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undersigned agree to keep said property continuously insured in such manner and in such

companies as may be satisfactory to the mortgagee, for at least \$ 500,000 against loss by fire and \$ 500,000 against loss by tornado, with loss, if any, payable to said mortgagee, as its interest may appear, and if the undersigned fail to keep said property insured as above specified, then the mortgagee may, at its option, insure said property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by said mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgagee, additional to the indebtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said mortgagee, and at the election of the mortgagee, and without notice to any person, the mortgagee may declare the entire indebtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any part or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgagee, by an officer thereof.

After any default on the part of the mortgagor the mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgagee under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, ~~XXXXXX~~ or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall ~~XXXXXX~~ become due and payable at the option of said mortgagee, and this mortgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, ~~XXXXXX~~.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgagee, shall inure to the benefit of its successors and assigns.

- A. thirty (30) days after notice in writing to the Mortgagor unless the said default be cured before expiration of such period, \$1,000 WDA
- B. in excess of \$10,000
- C. Additional provisions are set forth on Addendum No. 1 hereto.

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witnesses
Robert Chatterly
Virginia D. Gentry
Robert Chatterly
Virginia D. Gentry

WILLIAM H. NELSON, III
JUDY QUINN NELSON

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named Judy Quinn Nelson known to me to be the wife of the within named William H. Nelson III who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Virginia T. Feely
My Commission Expires February 23, 1933 Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day came before me the within named known to me to be the wife of the within named who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that 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

Virginia T. Feely
My Commission Expires February 23, 1933 Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose name as President of the

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

Given under my hand and official seal, this

Notary Public.

RETURN TO: Robert C.
Walthall
Bradley, Arant
1500 Brown-Marx Bldg.
B'ham AL 35203

TO

MORTGAGE DEE

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage

filed in this office for record on the

day of 19

at o'clock M., and was duly recorded

in Volume of Mortgages, at p

, and examined.

Judge of Probate

BOOK 033 PAGE 963

BOOK 412 PAGE 424

ADDENDUM NO. 1 TO MORTGAGE
INDENTURE ("MORTGAGE INDENTURE")
FROM WILLIAM H. NELSON, III AND WIFE ("MORTGAGOR")
TO BIRMINGHAM-SOUTHERN COLLEGE ("MORTGAGEE")

The following terms and provisions are hereby made a part
of the Mortgage Indenture:

BOOK 033 PAGE 964

1. The parties hereto agree that Mortgagor shall have the right at anytime at its expense to divide the mortgaged property into two tracts or portions by an appropriate survey with one such tract containing approximately 24 acres of such property including that acreage on which the residence and improvements are located and to be identified as Parcel A and to be the sole security for the said Promissory Note No. 1 and No. 3 and the remaining such tract to cover the remaining acreage covered by this mortgage consisting of approximately 60 acres to be identified as Parcel B and to be the sole security for the said Promissory Note No. 2. In such event, the Parties agree at Mortgagor's sole expense, to execute an appropriate amendment or modification of this Mortgage so that said Parcel A shall become the sole security under this Mortgage for Note Nos. 1 and 3 and the said Parcel B may be remortgaged by Mortgagor to Mortgagee in a separate mortgage as security for said Note No. 2, *such new mortgage to be on the same terms and conditions as this mortgage.* WDR

BOOK 412 PAGE 425

2. Mortgagor shall have the right from time to time to obtain a release of any part of the mortgaged property from this Mortgage or from either of the additional mortgages contemplated hereinabove without penalty or prepayment charge or acceleration of any of said Notes, provided that Mortgagor pays to Mortgagee in cash for each such acre to be released hereunder an amount equal to ~~a prorated part of the then remaining principal of this Mortgage based on the total number of acres covered hereunder.~~ *x 15,000 per acre. released.*

3. *Mortgagor agrees that access to remaining mortgaged property will be maintained at all times based on mutual agreement of parties reasonably obtained.*

DATED this 12th day of May, 1981.

BIRMINGHAM SOUTHERN COLLEGE

By: Thomas C. Cannon
Its Vice President

William H. Nelson, III
William H. Nelson, III

Judy Quinn Nelson
Judy Quinn Nelson

LEGAL DESCRIPTION:

NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights.

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights, LESS AND EXCEPT that part thereof described as follows:

Commence at the Southeast corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West; thence run West along the South line of said 1/4-1/4 Section 660 feet to a point; thence turn 90 deg. to the right and run 153.85 feet; thence turn 58 deg. 24 min. to the right and run 774.96 feet; thence turn 121 deg. 37 min. to the right and run 560 feet to the point of beginning.

Part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West, said part being more particularly described as follows: From the N.E. corner of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$ run West along the North line of said 1/4-1/4 Section for 910 feet to the point of beginning; thence turn an angle to the left of 71 deg. 23 min. and run Southwesterly for 306 feet; thence turn an angle to the right of 71 deg. 23 min. and run West for a distance of 70 feet; thence turn an angle to the right of 50 deg. 07 min. and run Northwesterly for a distance of 377.91 feet to a point on the North line of said 1/4-1/4 Section, which is 410 feet West of the point of beginning; thence East 410 feet to the point of beginning; except minerals and mining rights.

Part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12, Township 19 South, Range 2 West, said part being more particularly described as follows: From the Southwest corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$, run North along the West line of said 1/4-1/4 Section for a distance of 560 feet to a point of beginning; thence continue North along the same line for 761.75 feet, more or less, to the Northwest corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence run East along the North line of said 1/4-1/4 Section for 660 feet; thence run in a Southwesterly direction in a straight line to the point of beginning. except minerals and mining rights not owned by the grantors;

and,

A parcel of land situated in the NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, and being more particularly described as follows: Begin at the SW corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence run Northerly along the West line of said 1/4-1/4 section for 979.17 feet to a point on the Southerly right-of-way line of a public road; said point being on a curve, having a radius of 2904.79 and subtending a central angle of 8 deg. 56' 23"; thence an angle right of 50 deg. 34' 28" to chord of said curve and run in a Northeasterly direction along the arc of said curve for 453.09 feet to a point; thence from tangent to said curve continue Northeasterly for 462.19 feet to the Westerly corner of the Murray property; thence an angle right of 70 deg. 41' 49" and run Southeasterly along the Southwest line of said Murray property for 713.48 feet to the N.E. corner of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$; thence an angle right of 63 deg. 14' 46" and run Southerly along the East line of said 1/4-1/4 for 1325.15 feet to the S.E. corner; thence an angle right of 92 deg. 32' 38" and run Westerly along the South line of said 1/4-1/4 Section for 1319.88 feet to the point of beginning, except minerals and mining rights, and less and except therefrom a tract of land 80 feet in width, situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Sec. 11, lying forty feet on each side of a centerline which is more particularly described as follows: From the S.W. corner of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$, run North along the West line of said 1/4-1/4 Section for a distance of 300 feet; thence turn an angle to the right of 90 deg. and run East for a distance of 40 feet to a point which is hereinafter referred

LEGAL DESCRIPTION (Cont.)

to as Point "A"; thence turn an angle to the left of 90 deg. and run North for a distance of 757.22 feet to a point on the centerline of Valleydale Road, said point being the point of beginning of the land herein described; thence turn an angle of 180 deg. and run South for a distance of 757.22 feet to said Point "A", said point being the point of curvature of a curve to the left, said curve having a radius of 401.14 feet; thence along said curve to the left, in a Southeasterly direction for a distance of 340 feet, more or less, to the South line of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$.

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, minerals and mining rights excepted.

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 19 South, Range 2 West, except minerals and mining rights; LESS AND EXCEPT that part thereof described as follows:

Begin at the Southeast corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West; thence run West along the South line of said 1/4-1/4 Section 660 feet to the point of beginning of the lands herein described; thence continue West along the South line of said 1/4-1/4 Section 250 feet to a point; thence turn 148 deg. 24 min. to the right and run 293.54 feet to a point; thence turn an angle of 121 deg. 36 min. to the right and run 153.85 feet to the point of beginning.

Part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being more particularly described as follows:

From the Northwest corner of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$, run East along the North line of said 1/4-1/4 Section for a distance of 410 feet to the point of beginning; thence turn an angle to the right of 103 deg. 00 min. and run Southwesterly for a distance of 300.22 feet to the point on the North line of the right of way of Meadow Brook Road; thence turn an angle to the right of 75 deg. 00 min. and run West along the North line of said Meadow Brook Road for a distance of 20 feet; thence turn an angle to the right of 108 deg. 37 min. and run Northeasterly for a distance of 306 feet to the point of beginning.

1931 MAY 13 PM 3:43

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

Qty. to - 1316.10
Re 9.00
1.00

1326.10

BOOK 412 PAGE 427

BOOK 033 PAGE 966