

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA \$
COUNTIES OF BALDWIN, BIBB \$
SHELBY AND TALLEDEGA \$

STATE OF ALABAMA,
BALDWIN COUNTY

D.P. \$1.00 NOV 19 1985 8/1 M

Min. Tax \$ _____ Index \$ _____
Deed \$ _____ Rec'd in _____
Book _____
Page _____ *Harry D'Lane*
Judge of Probate
By _____

THIS Purchase Money Mortgage made and entered into on this 8th day of November, 1985, by and between CHAMPION REALTY CORPORATION (FLORIDA) ("Mortgagor") and CHAMPION INTERNATIONAL CORPORATION ("Mortgagee"),

WITNESSETH:

THAT, WHEREAS, Mortgagor has this day become justly indebted to Mortgagee in a sum of TWO MILLION SIX HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$2,656,200.00) for the purchase price of the hereinafter described real estate as evidenced by a note of even date herewith made by Mortgagor (the "Note"); and

WHEREAS, Mortgagor desires to secure the prompt payment of the Note,

NOW THEREFORE, in consideration of the premises and to secure the prompt payment of the Note and the performance of the covenants hereof, Mortgagor has bargained and sold, and does hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, the following described real estate lying and being in Baldwin, Bibb, Shelby and Talledega Counties, Alabama, together with all improvements now or hereafter situated on said real estate and all awards hereafter made for the taking thereof or injury thereto and all easements and other rights now or hereafter appurtenant thereto:

3,632.32 acres of real estate, more or less, more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns, forever. And Mortgagor covenants with Mortgagee that he is lawfully seized of the mortgaged premises, that said premises are free from all liens and encumbrances except as set forth in deed of even date from Mortgagee to Mortgagor.

This Mortgage is made and accepted on the understanding that the following covenants and agreements shall continue in effect so long as the Note remains unpaid:

1. Mortgagor shall pay the indebtedness hereby secured as and when the same shall become due and payable and shall comply with the terms hereof.
2. Mortgagor shall pay all taxes, assessments or other charges which may be levied upon or accrue against said real estate, promptly as and when so levied or assessed, and furnish Mortgagee evidence of the payment thereof before the same would become delinquent if not paid.

Phadion, B. and

3. Mortgagor shall keep the mortgaged premises in good condition and repair and shall commit and permit no waste thereon or thereto. Mortgagor shall promptly pay and discharge any lien filed against said premises by mechanics or materialmen.
4. If Mortgagor fails to pay all or any part of the taxes, assessments, or other charges which may be levied upon or accrue against said property, or to pay all liens, mortgages, debts or other charges which may be or become liens superior to the lien of this Mortgage, Mortgagee may pay such taxes, assessments, mortgages, debts, liens or other charges, and any money which Mortgagee shall so pay or become obligated to pay shall constitute a debt to Mortgagee additional to the indebtedness hereby secured, and shall be secured by this Mortgage and at the option of Mortgagee shall be immediately due and payable.
5. If Mortgagor pays the indebtedness evidenced by the Note and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes or assessments or other charges, liens, or debts, then this Mortgage shall become null and void, but should default be made in the payment of any sum expended by Mortgagee for taxes, assessments or other charges, liens or debts, or should Mortgagor fail to pay the indebtedness evidenced by the Note or any part thereof, as and when the same becomes due, or should Mortgagor fail to observe the covenants and agreements herein set forth, or should the interest of Mortgagee in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the indebtedness hereby secured, or should Mortgagor become bankrupt, then in any one of such events, the whole of said indebtedness evidenced by the Note shall at once become due and payable at the option of Mortgagee, and this Mortgage be subject to foreclosure as now provided in the case of past due mortgages, and Mortgagee shall be authorized to take possession, after giving notice by publication once a week for three successive weeks of the time, place and terms of sale in a newspaper published in said county and state, sell said real estate in lots or in parcels or en masse as Mortgagee shall deem best, in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and apply the proceeds of such 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 be necessary to expend in paying taxes, assessments or other charges, liens or debts, third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, and fourth the balance if any to be paid to Mortgagor. Mortgagee may bid at any such sale and purchase said real estate, if the highest bidder therefor.
6. It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged, or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying, or diminishing the force, effect or lien of this Mortgage.

BOOK 050 PAGE 502

FILE 232 PAGE 0999

7. All covenants and agreements herein contained shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective heirs, personal representatives, successors and assigns.
8. No failure of Mortgagee to exercise any option herein given to declare the maturity of the indebtedness hereby secured upon default by Mortgagor shall be taken as a waiver of such right so long as the default giving rise to such right remains uncured.
9. Mortgagor shall be entitled to partial releases from the lien hereof in accordance with the provisions of Exhibit "B" attached hereto and incorporated herein for all purposes.
10. The Note contains the provision that the Mortgagor hereunder shall be liable for the repayment of the Note to the full extent (but only to the extent) of the security given for the Note including without limitation all rights of noteholder under this Mortgage.

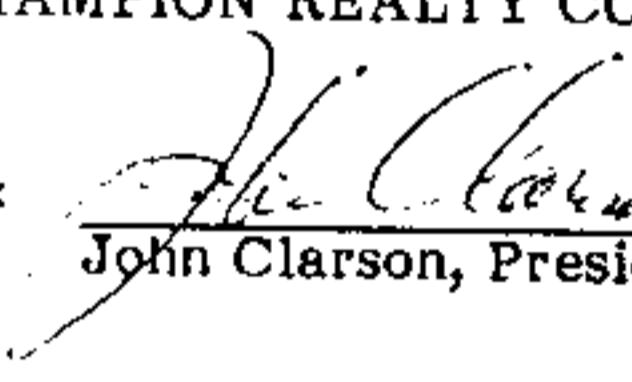
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed for and in its name and its seal to be hereunto affixed as of the day and year first above written.

0000 050 Part 593

MORTGAGOR

CHAMPION REALTY CORPORATION (FLORIDA)

By:


John Clarkson, President

ATTEST:


Patricia S. Chipman, Secretary

File 232 Part 1000

STATE OF TEXAS

\$

COUNTY OF HARRIS

\$

\$

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN CLARSON, whose name as President of CHAMPION REALTY CORPORATION (FLORIDA), 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 and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 8th day of November, 1985.


Notary Public

Prepared By:

Patricia S. Chipman, Esquire
16825 Northchase, Suite 800
Houston, Texas 77060

DEBORAH SUE STIVERS
Notary Public in and for State of Texas
My Commission Expires November 21, 1987

BALDWIN COUNTY, ALABAMA

AB5Ba1

30.000 Acres: Section 15, T6S, R6E: All that part lying South of Styx River.

AB5Ba1-a

310.000 Acres: Section 16, T6S, R6E: All that part lying South of Styx River except that part of Southwest quarter of Southwest quarter (SW1/4 of SW1/4) lying South of U.S. Highway No. 90.

AB5Ba1-b

170.000 Acres: Section 17, T6S, R6E: All that part of East half (E1/2) lying North of U.S. Highway No. 90 and South of Alabama Power Co. right of way and Styx River.

AB5Ba1-c

77.720 Acres: Section 21, T6S, R6E: East half of Northeast quarter (E1/2 of NE1/4) except parcel in DB 21, Page 82 Described as:

Commence at Northwest corner of Southeast quarter of Northeast quarter (SE1/4 of NE1/4); thence South 10 chains; thence East 10 chains for place of Beginning; thence South 6 chains; thence East 5 chains; thence North 7.95 chains to South line of Wire Road; thence N 82 degrees W along said road 5.05 chains; thence South 2.96 chains to place of beginning.

Also, all that part of East half of Southwest quarter of Northeast quarter (E1/2 of SW1/4 of NE1/4) lying North of Wire Road.

Also, a parcel in Northwest quarter of Northwest quarter (NW1/4 of NW1/4) described as: from Northwest section corner run East on North section line 601 feet to South line of U.S. Highway No. 90; thence East 213.76 feet to point on North line of U.S. Highway No. 90, the place of beginning; thence East 507.55 feet; thence S 0 degrees 38' 00" West 276 feet to North line of U.S. Highway No. 90; thence N 62 degrees 04' 00" W along right of way 575 feet to place of beginning.

AB5Ba1-d

75.000 Acres: Section 22, T6S, R6E: All that part of North half of Northwest quarter (N1/2 of NW1/4) lying South of Styx River;

AB5Ba2

15.000 Acres: Section 21, T6S, R6E: Northwest quarter of Southwest quarter of Northeast quarter and East half of Southwest quarter of Southwest quarter of Northeast quarter (NW1/4 of SW1/4 of NE1/4 and E1/2 of SW1/4 of NE1/4).

AB5Ba3

90.000 Acres: Section 20, T6S, R6E: Southwest quarter of Southeast quarter, Southeast quarter of Southwest quarter and South half of South half of Northeast quarter of Southwest quarter (SW1/4 of SE1/4, SE1/4 of SW1/4 and S1/2 of S1/2 of NE1/4 of SW1/4).

EXHIBIT "A"

Book 050 Part 594

2321001

A85Ba3-a

335.000 Acres: Section 29, T6S, R6E: All of Section lying North and East of Blackwater River Except West half of East half of Southeast quarter (W1/2 of E1/2 of SE1/4).

A85Ba4

9.930 Acres: Section 19, T6S, R5E: Southeast quarter of Northeast quarter of Southeast quarter (SE1/4 of NE1/4 of SE1/4)

A85Ba4-a

20.210 Acres: Section 20, T6S, R5E: North half of Northwest quarter of Southwest quarter (N1/2 of NW1/4 of SW1/4).

A85Ba5

40.330 Acres: Section 25, T6S, R4E: Northeast quarter of Northeast quarter (NE1/4 of NE1/4).

A85Ba6

40.470 Acres: Section 36, T6S, R4E: Southeast quarter of Northeast quarter (SE1/4 of NE1/4).

A85Ba7

30.250 Acres: Section 25, T6S, R4E: South half of South half of Northwest quarter of Southwest quarter and North half of Southwest quarter of Southwest quarter (S1/2 of S1/2 of NW1/4 of SW1/4 and N1/2 of SW1/4 of SW1/4).

A85Ba8

19.830 Acres: Section 35, T6S, R4E: East half of Northeast quarter of Southeast quarter (E1/2 of NE1/4 of SE1/4).

A85Ba8-a

20.220 Acres: Section 36, T6S, R4E: South half of Northwest quarter of Southwest quarter (S1/2 of NW1/4 of SW1/4).

A85Ba9

119.550 Acres: Section 1, T7S, R5E: Northwest quarter of Northeast quarter, Southeast quarter of Northeast quarter and Northeast quarter of Northeast quarter (NW1/4 of NE1/4, SE1/4 of NE 1/4 and NE1/4 of NE1/4).

A85Ba10

40.050 Acres: Section 6, T7S, R6E: Northwest quarter of Southwest quarter (NW1/4 of SW1/4).

A85Ba11

39.560 Acres: Section 1, T7S, R5E: Southeast quarter of Southeast quarter (SE1/4 of SE1/4).

A85Ba12

80.020 Acres: Section 10, T7S, R5E: Northeast quarter of Southeast quarter and Southeast quarter of Southeast quarter (NE1/4 of SE1/4 and SE1/4 of SE1/4).

A95Ba12-a

280.390 Acres: Section 11, T7S, R5E: South half of Northeast quarter, South half of Southwest quarter, North half of Southwest quarter and Southeast quarter of Northwest quarter (S1/2 of NE1/4, S1/2 of SW1/4, N1/2 of SW1/4 and SE1/4 of NW1/4).

A85Ba12-b

40.210 Acres: Section 14, T7S, R5E: Northwest quarter of Northwest quarter (NW1/4 of NW1/4).

A85Ba13

40.000 Acres: Section 14, T7S, R5E: Northwest quarter of Northeast quarter (NW1/4 of NE1/4)

A85Ba14

40.100 Acres: Section 11, T7S, R5E: Southeast quarter of Southeast quarter (SE1/4 of SE1/4).

A85Ba15

40.000 Acres: Section 16, T7S, R6E: Southwest quarter of Southeast quarter (SW1/4 of SE1/4).

A85Ba16

20.030 Acres: Section 21, T7S, R6E: North half of Southeast quarter of Northeast quarter (N1/2 of SE1/4 of NE1/4).

A85Ba17

32.440 Acres: Section 20, T7S, R5E: Southeast quarter of Southwest quarter, except following parcels:

Begin at a point 341 feet East of Southwest corner of Southeast quarter of Southwest quarter (SE1/4 of SW1/4); thence East 424 feet; thence North 223.5 feet; thence West 424 feet; thence South 223.5 feet to point of beginning (DB 19, Page 59).

That portion of Southeast quarter of Southwest quarter (SE1/4 of SW1/4) located in extreme Southwest corner, known as Lots 1-4 and 21-24 of Kachele Addition to town of Alberta, Alabama (Map Bk. 4, page 173) lost by adverse possession.

Parcels on East side of Southeast quarter of Southwest quarter (SE1/4 of SW1/4) to St. Mark's Lutheran church (DB 22, Page 210; DB296, Page 349; RF BK 94, Page 1617).

A85Ba18

40.000 Acres: Section 29, T7S, R5E: Northeast quarter of Southwest quarter (NE1/4 of SW1/4).

A85Ba19

60.800 Acres: Section 35, T7S, R5E: West half of Southeast quarter of Southwest quarter and Southwest quarter of Southwest quarter (W1/2 of SE1/4 of SW1/4 and SW1/4 of SW1/4).

A85Ba20

40.000 Acres: Section 36, T7S, R5E: Southeast quarter of Southwest quarter (SE1/4 of SW1/4).

A85Ba21

80.000 Acres: Section 1, T8S, R5E: East half of Northeast quarter (E1/2 of NE1/4).

A85Ba22

80.000 Acres: Section 1, T8S, R5E: South half of Northwest quarter (S1/2 of NW1/4).

A85Ba22-za

40.110 Acres: Section 2, T8S, R5E: Southeast quarter of Northeast quarter (SE1/4 of NE1/4).

A85Ba23

40.000 Acres: Section 2, T8S, R5E: Southeast quarter of Southeast quarter (SE1/4 of SE1/4).

A85Ba24

40.140 Acres: Section 17, T8S, R5E: Southeast quarter of Northwest quarter (SE1/4 of NW1/4).

A85Ba25

80.000 Acres: Section 9, T8S, R5E: Southwest quarter of Southwest quarter and Southeast quarter of Southwest quarter (SW1/4 of SW1/4 and SE1/4 of SW1/4).

A85Ba25-za

40.000 Acres: Section 16, T8S, R5E: Northwest quarter of Northwest quarter (NW1/4 of NW1/4).

A85Ba26

40.000 Acres: Section 10, T8S, R5E: Northwest quarter of Southeast quarter (NW1/4 of SE1/4).

A85Ba27

40.080 Acres: Section 10, T8S, R5E: Southeast quarter of Southeast quarter (SE1/4 of SE1/4).

A85Ba27-za

40.000 Acres: Section 15, T8S, R5E: Northeast quarter of Northeast quarter (NE1/4 of NE1/4).

A85Ba28

120,000 Acres: Section 11, T8S, R5E: Southwest quarter of
Southeast quarter, Southeast quarter of Southwest quarter and
Southwest quarter of Southwest quarter (SW1/4 of SE1/4, SE1/4 of
SW1/4 and SW1/4 of SW1/4).

AB5Ba28-a

60.000 Acres: Section 14, T8S, R5E: West half of Northwest quarter of Northeast quarter and Northeast quarter of Northwest quarter (W1/2 of NW1/4 of NE1/4 and NE1/4 of NW1/4).

A85Ba29

40.000 Acres: Section 14, T8S, R5E: Northeast quarter of
Northeast quarter (NE1/4 of NE1/4).

A85Ba30

58.700 Acres: Section 14, T8S, R5E: Northeast quarter of Southeast quarter and East half of Northwest quarter of Southeast quarter (NE1/4 of SE1/4 and E1/2 of NW1/4 of SE1/4) except parcel in Northwest corner described as: commence at Southwest corner of East half of Northwest quarter of Northeast quarter (E1/2 of NW1/4 of NE1/4); thence S 4 degrees 36' East along West line of East half of Southwest quarter of Northeast quarter (E1/2 of SW1/4 of NE1/4) 1311.4 feet to point of beginning; thence North 85 degrees 58' East 334.8 feet; thence South 40 degrees 20' West 474 feet to point on West line of East half of Northwest quarter of Southeast quarter (E1/2 of NW1/4 of SE1/4); thence N 4 degrees 36' West along said West line 338.8 feet to point of beginning.

050 001 598
BOOK

A85Ba31

40.000 Acres: Section 14, T8S, R5E: Southwest quarter of
Northwest quarter (SW1/4 of NW1/4).

AB5Ba32

40.000 Acres: Section 15, T8S, R5E: Southeast quarter of
Southwest quarter (SE1/4 of SW1/4).

AB5Ba33

40,000 Acres: Section 16, T8S, R5E: Southeast quarter of
Southeast quarter (SE1/4 of SE1/4).

A85Ba34

80,000 Acres: Section 22, T8S, R5E: West half of Southeast quarter of Northwest quarter, West half of Northeast quarter of Southwest quarter and Southeast quarter of Southwest quarter (W1/2 of SE1/4 of NW1/4, W1/2 of NE1/4 of SW1/4 and SE1/4 of SW1/4).

REAL 232 PAGE 1005

BIBB COUNTY, ALABAMA

A85B1

80.000 Acres: Section 14, Township 22S, Range 5W: West half of the Southwest quarter (W1/2 of SW 1/4) 80 acres.

A85B2

80.000 Acres: Section 22, Township 24N, R10E: East half of Northeast quarter (E1/2 of NE1/4) of Section 22.

A85B2-a

80.000 Acres: Section 23, Township 24N, Range 10E: South half of Northwest quarter (S1/2 of NW 1/4) of Section 23.

BOOK 050 PAGE 500

For the 1965 Land tax in the
amount of 662.35 was collected for
the County of Bibb

NOV 19 1965

By: HARRY D'OLIVE
Judge of Probate

REC'D 232 PAGE 1006

SHELBY COUNTY, ALABAMA

A85S1

160.000 Acres: Section 6, Township 21S, Range 4W: Northeast
quarter (NE1/4).

BOOK 050 PAGE 600

From the Mortgage tax in the
amount of \$128.25 was collected for
the County of Shelby

NOV 19 1985

By: HARRY D'OLIVE
Judge of Probate

Ref: 232 page 1007

TALLADEGA COUNTY, ALABAMA

ABST1

35.200 Acres, more or less: Section 25, Township 16S, R4E: All that part of the Southwest Quarter of Section 25, Township 16 South, Range 4 East, Talladega County, Alabama, lying North and East of the county road and South of Southern Railroad, more particularly described as beginning at a point of intersection on said county road's North and East right-of-way, which point is further described as being North 12 degrees 25 minutes East 739.5 feet from the Southwest corner of Section 25; thence from the true place of beginning North 1 degree 14 minutes West along the east margin of a county road (50 feet wide right of way) a distance of 1,104.5 feet to its intersection with the South margin of Southern Railroad right-of-way; thence South 88 degrees 31 minutes East along said South right-of-way of Southern Railroad a distance of 1,781.3 feet; thence South 0 degrees 50 minutes West 781.9 feet to the North margin of county road (50 feet wide right-of-way) by the following bearings and distances: North 85 degrees 35 minutes West 676.8 feet; South 81 degrees 54 minutes West 288.5 feet; South 71 degrees 32 minutes West 574.0 feet; South 66 degrees 21 minutes West 261.2 feet to the true place of beginning and containing 35.2 acres, more or less.

BOOK 050 PAGE 601

*for a Mortgage tax in the
amount of \$ 69.60 was collected for
the County of Talladega*

NOV 19 1985

By: HARRY D'OLIVE
Judge of Probate

FILE 232 PAGE 1008

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF THE
PURCHASE MONEY MORTGAGE

Partial Release Provisions

I.

- (a) No releases shall be given at any time that the note, is in default or a default exists under any of the terms and provisions of the mortgage.
- (b) Descriptions and calculations of area or parcels to be released shall be prepared by a licensed land surveyor and all release documents shall be furnished by Mortgagor at Mortgagor's sole cost and expense, and be in form and substance satisfactory to Mortgagee.
- (c) No releases shall be granted which shall have the effect of cutting off unreleased portions of said acreage from access to a public road, such access to be a least eighty (80) feet in width, and no release shall be granted which will materially decrease the value of the remaining unreleased property.
- (d) Mortgagor must submit a written application for release in form and substance satisfactory to Mortgagee.
- (e) No release shall be granted if such release would materially impair the value of the remaining collateral; or, if in the reasonable judgement of Mortgagee the remaining unreleased acreage does not sufficiently secure the cumulative outstanding balance of amounts owed to Mortgagee by Mortgagor including but not limited to the amount outstanding on the Note herein described.
- (f) Mortgagor shall pay to Mortgagee a partial release price equal to one hundred ten percent (110%) of the tract purchase price for each acre so released unless Mortgagor elects the substituted collateral provisions in Article II below.

II.

SUBSTITUTION OF COLLATERAL. In the event Mortgagor elects to make a substitution of the collateral, the parties hereto agree as follows:

- (a) Mortgagee shall release its liens on a given parcel according to an approved subdivision plat or approved release plan provided that Mortgagor assigns the note and mortgage he has received from his third party buyer to Mortgagee. This release by Mortgagee and assignment back to Mortgagee will be on the same parcel by same parcel basis and considered for release on individual basis.
- (b) At all times the aggregate principal balances of the assigned notes shall be equal to or exceed, the sales price for such released property.
- (c) Mortgagor shall have the right to collect all sums due and payable under such third party notes until such time as Mortgagor is in default under the note or mortgage. Upon Mortgagor's default, Mortgagee shall have the right to collect all sums due and payable on the assigned notes and exercise all remedies for default according to the terms of the instrument assigning the note to Mortgagee.
- (d) The original third party note and assignment shall be delivered to Mortgagee within ninety (90) days from the date of execution, and the third party note shall be endorsed by Mortgagor to Mortgagee without recourse. Notwithstanding the foregoing, no release of lien on any release tract will be granted until the third party notes have been assigned.

Exhibit "B" Continued

- (e) At any time after a default on a third party note or third party mortgage which secures any such third party note exists for sixty (60) days or more, the Mortgagor shall within five (5) days of receipt from Mortgagee of a written request to do so, take all action necessary to accelerate all indebtedness due under such third party note, furnish to such defaulting third party any and all notices as may be required by law or the third party note, and as soon as reasonably possible thereafter take all actions required by law, the third party mortgage or otherwise to foreclose the lien under the third party mortgage and sell the land subject to such lien. Mortgagor covenants and agrees that it will attend such sale and bid an amount not less than the amount unpaid on such third party note. If the land is sold to someone other than the Mortgagor, the Mortgagor shall cause an amount of cash equal to the cash release price, aforementioned, to be deposited with Mortgagee. Upon receipt of said cash, Mortgagee shall assign to Mortgagor all of its rights, title and interest in and to such defaulted third party note and third party mortgage. If the Mortgagor purchases the land at foreclosure, the Mortgagor shall take all actions necessary to cause such land to again be subject to the lien this mortgage on the same terms and conditions free and clear of all liens and encumbrances except those which were permitted prior to the original release of the lien of this mortgage.
- (f) Mortgagor agrees to provide to Mortgagee an annual detail analysis (computer runs, if available) showing the payment status of the assigned notes. Mortgagee may request quarterly detail analysis in its sole discretion.

0000
050 Part 603

232 Part 1010

LEE C. BRADLEY, JR.
 DOUGLAS ARANT
 JOHN J. COLEMAN, JR.
 J. REESE MURRAY
 EDWARD H. SELFE
 ROBERT R. REID, JR.
 JOHN N. WRINKLE
 THOMAS N. CARRUTHERS, JR.
 J. ROBERT FLEENOR
 JOHN H. MORROW
 HOBART A. MCWHORTER, JR.
 MACBETH WAGNON, JR.
 ROBERT SELLERS SMITH
 THAD G. LONG
 JOHN P. ADAMS
 WARREN B. LIGHTFOOT
 A. HENRY GAEDDE, JR.
 JOHN T. ANDREWS, JR.
 WILLIAM L. HINDS, JR.
 GARY C. HUCKABY
 JAMES W. GEWIN
 C. LARIMORE WHITAKER
 JOHN G. HARRELL
 JAMES P. ALEXANDER
 ROBERT G. JOHNSON
 ROBERT C. WALTHALL
 BRITTIN T. COLEMAN
 STANLEY D. BYNUM
 P. NICHOLAS GREENWOOD
 JAMES E. ROTCH
 JAMES C. WILSON, JR.
 SAMUEL H. FRANKLIN
 PATRICK H. GRAVES, JR.
 LAURENCE D. VINSON, JR.
 STEPHEN E. BROWN
 E. MABRY ROGERS
 WALTER H. MONROE, III
 ALAN K. ZEIGLER
 ANDREW J. NOBLE, III

BRADLEY, ARANT, ROSE & WHITE
 1400 PARK PLACE TOWER
 BIRMINGHAM, ALABAMA 35203
 TELEPHONE (205) 252-4500
 TCLEX 78-2517

HUNTSVILLE OFFICE
 223 EAST SIDE SQUARE
 HUNTSVILLE, ALABAMA 35801-4898
 TELEPHONE (205) 533-5040

WM. ALFRED ROSE (1900-1981)
 WILLIAM W. JOHNSON, JR. (1943-1984)

COUNSEL
 WM. BEW WHITE

OF COUNSEL
 BERNARD A. MONAGHAN
 ROMAINE S. SCOTT, JR.
 ROBERT B. DONWORTH, JR.
 ELLENE WINN

November 18, 1985

VIA CERTIFIED MAIL
 RETURN RECEIPT REQUESTED

WALTER J. SEARS, III
 LINDA A. FRIEDMAN
 DONALD M. JAMES
 ROBERT K. SPOTSWOOD
 MARY LOUISE AHEARN
 JOSEPH B. MAYS, JR.
 BRAXTON SCHELL, JR.
 JOHN K. MOLEN
 CHARLES A. J. BEAVERS, JR.
 SCOTT M. PHELPS
 LANT B. DAVIS
 HAYDN M. TRECHSEL
 WM. ALLEN SHYLY, JR.
 CARLETA ROBERTS HAWLEY
 JERE F. WHITE, JR.
 WILLIAM R. LUCAS, JR.
 JAMES WALKER MAY
 M. WILLIAMS GOODWIN, JR.
 BOBBY C. UNDERWOOD
 ELDRIDGE D. LACY
 NORMAN JETMUNDSEN, JR.
 MAC M. MOORE
 JOSEPH S. BIRD, III
 JOHN M. JOHNSON
 M. CHRISTIAN KING
 J. DAVID WOODRUFF, JR.
 RICHARD H. WALSTON
 E. GLENN WALDROP, JR.
 ROBERT M. COUCH
 JOHN B. GRENIER
 J. DAVID DRESHER
 JOHN D. WATSON III
 JAY D. ST. CLAIR
 GREGORY H. HAWLEY
 PATRICIA T. MANDT
 RALPH H. YEILDING
 J. BARRY JONES
 OLIVIA W. MARTIN

Honorable Harry D'Olive
 Judge of Probate
 Baldwin County
 Baldwin County Courthouse
 Bay Minette, Alabama 36507

Re: Champion International Corporation/Champion Realty Corporation (Florida)

Dear Judge D'Olive:

I enclose herewith a deed executed by Champion International Corporation to Champion Realty Corporation (Florida) dated November 8, 1985, and a purchase money mortgage executed by Champion Realty Corporation (Florida) to Champion International Corporation dated November 8, 1985. Both the deed and the mortgage convey land situated in Baldwin, Bibb, Shelby and Talladega Counties. The respective value of the land situated in each of those counties is as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>MORTGAGE DEBT</u>
Baldwin	\$2,610,000.00	\$2,479,500.00
Bibb	47,250.00	44,887.50
Shelby	90,000.00	85,500.00
Talladega	48,750.00	46,312.50

Yours very truly,

J. Robert Fleenor

J. Robert Fleenor

JRF/cd

enclosures

REC'D 232 PAGE 1011

STATE OF ALABAMA }
BALDWIN COUNTY }

PROBATE COURT

I, HARRY D'OLIVE, Judge of Probate Court in and for said State and County, hereby certify that
the within and foregoing Fourteen pages
contain a full, true and complete copy of the Mortgage from Champion Realty
Corporation (Florida) to Champion International Corporation
recorded in RP Book 232 pages 998-1011

*I CERTIFY THIS
INSTRUMENT WAS FILED
1985 NOV 26 AM 11:28*

as the same appears of record in my office.

*Rec 37.50
Jud 1.00
38.50*

Given under my hand and seal of office, this 19th day of November, 1985.

Harry D'olive
By *Robert M. D'olive* Judge of Probate
CHIEF CLERK