

MORTGAGE FORM **AmSouth**

FORM 100-16 Rev. 12/79

State of Alabama }

Jefferson County.

Shelby County

MORTGAGE

THIS IDENTURE is made and entered into this 20th day of December, 19 85 by and betweenBissell Realty, Incorporated(hereinafter called "Mortgagor", whether one or more) and AmSouth Bank, N.A. (hereinafter called "Mortgagee").WHEREAS, Bissell Realty, Incorporated

~~One million one hundred forty thousand four hundred~~
is (are) justly indebted to the Mortgagee in the principal sum of fifty-eight and 90/100
dollars (\$ 1,140,458.90) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is
payable in accordance with its terms, and which has a final maturity date of December 20, 1986

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Jefferson County, Alabama (said real estate being hereinafter called "Real Estate"):

See attached Exhibit "A"

See attached Exhibit "B" - Situated in Shelby County

✓ AmSouth Bank
P.O. Box - 11007

B. H. Al. 35288

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) 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 the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall 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 Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in 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. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. 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 the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. 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 the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

BISSELL REALTY, INCORPORATED

Harold E. Bissell
Harold E. Bissell, Vice President

Jean Bissell Weaver
Jean Bissell Weaver, President

James B. Bissell
James B. Bissell, Secretary

EXHIBIT "A"

PARCEL I:

Part of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 South, Range 2 West and the Southwest Quarter of the Northwest Quarter of Section 4, Township 19 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

All of the East half of said Southeast Quarter of the Northeast Quarter of Section 5 and all of the Southwest Quarter of the Northwest Quarter of Section 4, being Northwest of the I-459 and Acton Road Northwest right of way line.

PARCEL II:

Part of the Northwest Quarter of Section 4 and the Northeast Quarter of Section 5, Township 19 South, Range 2 West, and in the Southwest Quarter of Section 33, Township 18 South, Range 2 West, Jefferson County, Alabama, said parcel being more particularly described as follows:

Beginning at the Southwest corner of said Section 33, run thence in a Northerly direction along the West line of said Section for a distance of 259.60 feet to a point; thence turn an angle to the right of $125^{\circ}14'25''$ and run in a Southeasterly direction for a distance of 996.93 feet; thence turn an angle to the left of $90^{\circ}15'30''$ and run in a Northeasterly direction for a distance of 288.30 feet to a point on the North line of said Section 4; thence turn an angle to the right of $59^{\circ}39'12''$ and run along the North line of said Section 4 for a distance of 673.93 feet to the Northwesternly right of way of Interstate Highway 459; thence turn an angle to the right of $126^{\circ}16'14''$ and run in a Southwesterly direction along the Northwesternly right of way of said interstate for a distance of 1643.34 feet; thence turn an angle to the right of $53^{\circ}44'32''$ and departing said interstate run in a Westerly direction for a distance of 641.01 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 4; thence turn an angle to the right of $88^{\circ}06'30''$ and run in a Northerly direction along the West line of said Quarter-Quarter section for a distance of 433.4 feet to the Northeast corner of Lot 10, Altadena Crest Estates, as recorded in Map Volume 94 on Page 1, in the Office of the Judge of Probate, Jefferson County, Alabama; thence turn an angle to the left of $88^{\circ}42'01''$ and run along the North line of said subdivision for a distance of 981.17 feet to the Southeasterly right of way line of Altadena Road, said point of intersection with Altadena Road lying in a curve to the right which has a central angle of $41^{\circ}18'21''$, a radius of 548.7 feet, and a chord of 387.06 feet, said chord forming an interior angle of $66^{\circ}26'41''$ with the last call; thence run in a Northeasterly direction along the arc of said curve for a distance of 395.57 feet to the end of said curve; thence run in a Northeasterly direction along said right of way line tangent to said curve for a distance of 748.52 feet to the North line of said Section 5; thence turn an angle to the right of $45^{\circ}41'20''$ and run in an Easterly direction along the North line of said Section for a distance of 284.33 feet to the point of beginning.

EXHIBIT "A"

Part of the SE 1/4 of the NE 1/4 of Section 5, Township 19 South, Range 2 West, situated in Jefferson County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of said 1/4-1/4 section and run North along the east line of said 1/4-1/4 section for a distance of 935 feet, more or less, to the southeast corner of that property described in deed to J. Roy Acton as recorded in Volume 6609, Page 578; thence an angle to the left of 88°46' for a distance of 465 feet, more or less, to the Northwest corner of that property described in deed to Faye Acton Axford in Volume 5698, Page 85; thence continue on last described course for a distance of 201 feet, more or less to the West line of the East 1/2 of said 1/4-1/4 section; thence 91°14' left and run South along the West line of the East half of said 1/4-1/4 Section for a distance of 695 feet, more or less, to the Cahaba River Road; thence Northeasterly along said road for a distance of 230 feet, more or less, to a point 550 feet South of the point of beginning; thence North 550 feet to the point of beginning.

Minerals and mining rights excepted.

This mortgage is subordinate to the following mortgages in Jefferson County:

- (a) Mortgage by Frank K. McArthur and wife, Connie D. McArthur, to Guaranty Saving & Loan Association, dated June 16, 1967, and recorded in Real Volume 333, Page 299.
- (b) Proper satisfaction of mortgage by Frank K. McArthur and wife, Connie D. McArthur, to Alabanc Financial Corporation, dated July 2, 1979, and recorded in Real Volume 1784, Page 49.
- (c) Proper satisfaction of mortgage by McGeever Properties, a partnership composed of John McGeever and Marlyn McGeever, to Frank K. McArthur and wife, Connie D. McArthur, dated March 16, 1982, and recorded in Real Volume 2176, Page 451.
- (d) Proper satisfaction of mortgage by Acton Road Development Corporation to Frank K. McArthur and wife, Connie D. McArthur, dated April 13, 1984, and recorded in Real Volume 2495, Page 34.
- (f) Proper satisfaction of mortgage by Bissell Realty, Incorporated, an Alabama corporation, to Annie Mae Garrett Acton, individually and Annie M. Acton and Patsy Acton Williams, as Executors and Trustees of the Estate of Guy Acton, deceased, dated June 15, 1984, and recorded in Real Volume 2524, Page 427.

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REAL 2861 PAGE 4

EXHIBIT "B"

PARCEL A:

That part of the South 1/2 of the SE 1/4 of Section 29, and that part of the North 1/2 of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama which includes Tract No. 4-A according to the map of the property of the D. N. Lee Estate prepared by W. R. Walker and recorded in Map Book 3, Page 115, of the Shelby County Probate Records, and which is described more particularly as follows: Commence at the SW corner of the NW 1/4 of the SE 1/4 of said Section 29 and run Northerly along the West line of said 1/4-1/4 section 132.09 feet; thence turn 123 degrees to the right and run Southeasterly 582.52 feet to the point on the Southeasterly right of way line of Valley Road; thence turn an angle to the right of 81 degrees 30 minutes and run Southwestwardly along the Southerly right of way line of Valley Road 400.00 feet to a point; thence turn left with an interior angle of 96 degrees 24 minutes 30 seconds and run in a Southeasterly direction 1450 feet more or less to the center of Wyatt Spring Branch, the point of beginning of the tract of land herein conveyed; from said point of beginning turn an angle of 180 degrees to the last call and run in a Northwesterly direction along the line last described 1450 feet more or less to a point on the Southerly right of way line of Valley Road, as presently located; thence turn an angle to the left 96 degrees 24 minutes 30 seconds and run Southwestwardly along the Southerly line of Valley Road 81.96 feet to the point of a curve to the right having a radius of 5610.27 feet; thence continue Southwestwardly along said right of way line and along the arc of said curve 168.50 feet; thence turn left with an interior angle to tangent of 95 degrees 29 minutes 45 seconds and run Southeastwardly 1525 feet more or less to the center of said Wyatt Spring Branch; thence turn left and run Northeastwardly along the center of said branch 300 feet more or less to the point of beginning. Situated in Shelby County, Alabama.

PARCEL B:

That part of the South 1/2 of the SE 1/4 of Section 29, and that part of the North 1/2 of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, which includes Tract No. 5, according to the map of the property of the D. N. Lee Estate prepared by W. R. Walker, and recorded in Map Book 3, Page 115, of the Shelby County Probate Records, and which is described more particularly as follows: Commence at the SW corner of the NW 1/4 of the SE 1/4 of said Section 29, and run Northerly along the West line of said 1/4-1/4 Section 132.09 feet; thence turn 123 degrees to the right and run Southeasterly 582.52 feet to a point on the Southeasterly right of way line of Valley Road; thence continue Southeasterly on the last described course and run in a Southeasterly direction 1545 feet, more or less, to the center of Wyatt Spring Branch, the point of beginning of the tract of land herein conveyed; from said point of beginning turn an angle of 180 degrees to the last call and run in a Northwesterly direction along the line last described a distance of 1545 feet, more or less, to a point on the Southeasterly right of way line of Valley Road, as presently located; thence turn an angle to the left of 88 degrees 30 minutes and run in a Southwestwardly direction along the Southeasterly right of way line of Valley Road 400 feet to a point; thence turn an angle to the left of 83 degrees 35 minutes 30 seconds and run in a Southeasterly direction 1450 feet, more or less, to the center of said Wyatt Spring Branch; thence run in a Northeasterly direction along the center of said Branch 350 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

EXHIBIT "B"

PARCEL C:

PARCEL ONE:

Tract Number 4, according to the Map and Survey of the property of D. N. Lee Estate as surveyed by W. R. Walker, Surveyor, on August 2nd, 1951, as recorded in Map Book 3, Page 115, in the Probate Office of Shelby County, Alabama.

PARCEL TWO:

Commence at the Northeast corner of ~~SE 1/4 of SW 1/4~~ Section 29, Township 18 South, Range 1 West, said point also being the Northeast corner of Tract 4, D. N. Lee Estate; thence run South along the ~~East line of said 1/4-1/4 Section~~, 300 feet, more or less, to the Southwest corner of ~~Tract 6-7~~, as shown on map of D. N. Lee Estate, said point being the point of beginning of parcel herein described; thence turn an angle to the left and run Southeasterly along the Southwest line of said Tract 6-7, a distance of 330 feet, more or less, to the Northwest right of way of Highway 119; thence turn an angle to the right and run in a Southwesterly direction along the Northwest right of way of Highway 119, a distance of 200 feet, more or less, to a point; thence turn an angle to the right and run a distance of 200 feet, more or less, to a point on the West line of the SW 1/4 of SE 1/4, Section 29, Township 18 South, Range 1 West, said point being 300 feet, more or less, South of the point of beginning; thence turn an angle to the right and run North 300 feet, more or less, along the West line of said SW 1/4 of SE 1/4, to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL D:

That part of the S 1/2 of the SE 1/4 of Section 29 and that part of the N 1/2 of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County Alabama (which includes that part of Tract No. 3-A according to the map of the property of the D. N. Lee Estate prepared by W. R. Walker and recorded in Map Book 3, at Page 115 of the Shelby County Probate Records which is Southeast of Valley Road), which is more particularly described as follows: Commence at the SW corner of the NW 1/4 of the SE 1/4 of said Section 29 and run thence Northerly along the West line of said 1/4-1/4 section 132.09 feet; thence turn 123 degrees 00 minutes right and run Southeasterly 542.08 feet to a point on the center line of Valley Road; thence turn 81 degrees 30 minutes right and run Southwesterly along said center line 651.65 feet; thence turn 82 degrees 47 minutes left and run Southeasterly 37.77 feet to a point on the Southeasterly right of way line of Valley Road, said point being the Southwesterly corner of the tract of land conveyed to Bissell Realty, Incorporated by deed recorded in Book 276 at page 530 of the Shelby County Probate Records; thence continue Southeasterly

CONTINUED ON NEXT SHEET:

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BOOK 062 PAGE 738

EXHIBIT "B"

on last described course which is the boundary between the property herein conveyed and that which grantee acquired by the aforementioned recorded deed, 1525 feet, more or less, to the center of Wyatt Spring Branch, which is the point of beginning of the tract herein conveyed; thence turn an angle of 180 degrees and run in a Northwesterly direction along said last described line 1525 feet, more or less, to a point on the Southeasterly right of way line of Valley Road; thence turn left with an interior angle to tangent of 84 degrees 30 minutes 15 seconds and run Southwesterly along said right of way line as it curves to the right, 161.16 feet to the end of said curve, thence continue Southwesterly on a course that is tangent to said curve and along said right of way line 88.84 feet to a point; thence turn an angle of 86 degrees 09 minutes left and run Southeasterly 1460 feet, more or less, to the center line of said Wyatt Spring Branch; thence turn left, and run along said center line 260 feet; more or less, to the point of beginning.
Situatid in Shelby County, Alabama.

PARCEL E:

Track One: Tract #3 - according to the Map and Survey of D. N. Lee Estate, as surveyed by W. R. Walker, Surveyor, on August 2nd 1951, as recorded in Map Book 3, Page 115, in the Probate Office of Shelby County, Alabama.

Tract Two: All that part of Tract 3-A lying Northwest of Highway 119, according to the Map and Survey of D. N. Lee Estate as surveyed by W. R. Walker Surveyor, on August 2, 1951 and as recorded in Map Book 3, Page 115, in the Probate Office of Shelby County, Alabama, EXCEPT the SW 40 feet of said tract as described in Deed Book 148, Page 471, in the Probate Office of Shelby County, Alabama.
Situatid in Shelby County, Alabama.

PARCEL F:

A parcel of land known as part of Tract 2A and adjacent property as shown on the survey of Part of D. N. Lee Estate as recorded in Map Book 3 on Page 115 in the Office of the Judge of Probate of Shelby County, Alabama and more particularly described as follows:

CONTINUED ON NEXT SHEET:

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EXHIBIT "B"

REAL 2861 PAGE 8

From the Southwest corner of the Southwest quarter of the Southeast quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 107.0 feet (map) 108.22 feet (meas.); thence turn an angle to the right of 121 degrees 09 minutes 29 seconds and run in a Southeasterly direction for a distance of 1408 feet more or less to a point on the centerline of Wyatt Spring Branch, said point being the point of beginning of the parcel herein described; thence turn an angle to the right of 180 degrees 00 minutes and run in a Northwesterly direction for a distance of 1423 feet more or less to the Southeasterly right-of-way line of Alabama Highway 119; thence turn an angle to the right of 86 degrees 52 minutes 18 seconds and run in a Northeasterly direction along said right-of-way line for a distance of 257.42 feet (calc.) 242.89 feet (meas.); thence turn an angle to the right of 93 degrees 21 minutes 04 seconds (calc.) 93 degrees 39 minutes 38 seconds (meas.) and run in a Southeasterly direction for a distance of 1462 feet more or less (calc.) 1461 feet (meas.) to the centerline of said Wyatt Spring Branch; thence run along the meanderings of said centerline in a Southwesterly direction for a distance of 263 feet more or less (calc.) 238 feet (meas.) to the point of beginning.

ALSO: Tract 2 EXCEPT that part sold to Elizabeth Lee Rowan as described in Deed Book 148, Page 472 and the North 80.0 feet to Tract 1 of Part of the D. N. Lee Estate as recorded in Map Book 3 on Page 115 in the Office of the Judge of Probate of Shelby County, Alabama, and the following described parcel of land situated in the Southwest quarter of the Southeast quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows: From the Southwest corner of said Southwest quarter of Southeast quarter run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 310.48 feet to the point of beginning of the parcel herein described; thence continue Northward along the same course as before for a distance of 144.91 feet; thence turn an angle to the right of 121 degrees 22 minutes 51 seconds and run Southeasterly 68.20 feet to the Northwest right-of-way line of Alabama Highway 119; thence turn an angle to the right of 86 degrees 38 minutes 31 seconds and run in a Southwesterly direction along said right-of-way line for a distance of 123.91 feet to the point of beginning.

Situated in Shelby County, Alabama.

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ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }
County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19 _____.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1986 MAR -4 AM 9:31

Notary Public Tax \$ _____
My commission expires: 2. Mtg. Tax _____
3. Recording Fee 20.50
4. Indexing Fee 1.00
NOTARY MUST AFFIX SEAL TOTAL 23.50

ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama }
Jefferson County }

I, the undersigned authority, a Notary Public, in and for said county

in said state, hereby certify that (1) Harold E. Bissell
(2) Jean Bissell Weaver
(3) James B. Bissell whose name as

(1) Vice President
(2) President
(3) Secretary of Bissell Realty, Incorporated, a corporation, 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 said instrument, they as officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 20th day of December, 1985.

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED
REAL 2861 PAGE 1
1986 FEB 18 PM 12:40
RECORDED & INDEXED
\$5.00 TAX HAS BEEN
PD. ON THIS INSTRUMENT.
J. H. Bissell
NOTARY PUBLIC

Jean L. Bissell
Notary Public

My commission expires:
6-21-87

NOTARY MUST AFFIX SEAL

MORTGAGE DEED

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was filed in this office for record on the _____ day of _____, 19 _____ at _____ o'clock _____ M., and was duly recorded in Volume _____ of _____ Mortgages, at page _____, and examined.

Judge of Probate.

W. D. Kile
W. D. Kile

1985.12.20
2.47

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