

1688
This Instrument Prepared By

WALTER M. BEALE, JR.

BALCH & BINGHAM

P. O. Box 306

Birmingham, Alabama 35201

This is Counterpart No. 61 of
83 executed Counterparts.

ALABAMA POWER COMPANY

TO

CHEMICAL BANK,
Trustee

STATE-ALA-WALKER-CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
86 JUN 18 P 1:40
RECORDED - BOOK AND PAGE
SHOWN ABOVE
JUNE 18 1986

Supplemental Indenture

Providing among other things for

FIRST MORTGAGE BONDS

9½% Series due May 1, 2016

Dated as of May 1, 1986

BOOK 077 PAGE 690

SUPPLEMENTAL INDENTURE dated as of May 1, 1986 made and entered into by and between ALABAMA POWER COMPANY, a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Birmingham, Jefferson County, Alabama (hereinafter commonly referred to as the "Company"), and CHEMICAL BANK, a corporation organized and existing under the laws of the State of New York, with its principal office in the Borough of Manhattan, The City of New York (hereinafter commonly referred to as the "Trustee"), as Trustee under the Indenture dated as of January 1, 1942 between the Company and Chemical Bank & Trust Company (Chemical Bank successor by merger), as Trustee, securing bonds issued and to be issued as provided therein (hereinafter sometimes referred to as the "Indenture").

WHEREAS the Company and the Trustee have executed and delivered the Indenture for the purpose of securing an issue of bonds of the 1972 Series described therein and such additional bonds as may from time to time be issued under and in accordance with the terms of the Indenture, the aggregate principal amount of bonds to be secured thereby being not limited, and the Indenture fully describes and sets forth the property conveyed thereby and is of record in the office of the judge of probate of each county in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which this Supplemental Indenture is to be recorded and is on file at the principal office of the Trustee, above referred to; and

WHEREAS the Company and the Trustee have executed and delivered various supplemental indentures for the purposes, among others, of further securing such bonds and of creating the bonds of other series described therein, and such supplemental indentures described and set forth additional property conveyed thereby and are also of record in the offices of the judges of probate of some of or all the counties in the State of Alabama, and in the offices of the clerks of the superior court of the counties of the State of Georgia, in which this Supplemental Indenture is to be recorded and are on file at the principal office of the Trustee, above referred to; and

WHEREAS the Indenture provides for the issuance of bonds thereunder in one or more series and the Company, by appropriate corporate action in conformity with the terms of the Indenture, has duly determined to create a series of bonds under the Indenture to be designated as "First Mortgage Bonds, 9 $\frac{3}{8}$ % Series due May 1, 2016" (hereinafter sometimes

referred to as the "First 1986 Series"), the bonds of such series to bear interest at the annual rate designated in the title thereof and to mature May 1, 2016; and

WHEREAS, each of the registered bonds of the First 1986 Series is to be substantially in the following form, to wit:

[FORM OF REGISTERED BOND OF THE FIRST 1986 SERIES]

[FACE]

ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 9 $\frac{3}{8}$ % SERIES DUE MAY 1, 2016

No. \$

Alabama Power Company, an Alabama corporation (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, the principal sum of Dollars on May 1, 2016, and to pay to the registered holder hereof interest on said sum from the latest semi-annual interest payment date to which interest has been paid on the bonds of this series preceding the date hereof, unless the date hereof be an interest payment date to which interest is being paid, in which case from the date hereof, or unless the date hereof is prior to November 1, 1986, in which case from May 1, 1986 (or, if this bond is dated between the record date for any interest payment date and such interest payment date, then from such interest payment date, provided, however, that if the Company shall default in payment of the interest due on such interest payment date, then from the next preceding semi-annual interest payment date to which interest has been paid on the bonds of this series, or if such interest payment date is November 1, 1986, from May 1, 1986), at the rate per annum, until the principal hereof shall have become due and payable, specified in the title of this bond, payable on May 1 and November 1 in each year.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by the

BOOK 077 PAGE 692

Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

IN WITNESS WHEREOF, ALABAMA POWER COMPANY has caused this bond to be executed in its name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereto affixed and attested by its Secretary or one of its Assistant Secretaries by his signature or a facsimile thereof.

Dated,

ALABAMA POWER COMPANY,

By
President.

Attest:

.....
Secretary.

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

CHEMICAL BANK,
As Trustee,

By
Authorized Officer.

BOOK 077 PAGE 693

[REVERSE]

ALABAMA POWER COMPANY

FIRST MORTGAGE BOND, 9 $\frac{3}{8}$ % SERIES DUE MAY 1, 2016

The interest payable on any May 1 or November 1 will, subject to certain exceptions provided in the Indenture hereinafter mentioned, be paid to the person in whose name this bond is registered at the close of business on the record date, which shall be the April 15 or October 15, as the case may be, next preceding such interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close. The principal of and the premium, if any, and interest on this bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This bond is one of the bonds issued and to be issued from time to time under and in accordance with and all secured by an indenture of mortgage or deed of trust dated as of January 1, 1942, given by the Company to Chemical Bank & Trust Company, as trustee, under which indenture Chemical Bank (hereinafter sometimes referred to as the "Trustee") is successor trustee, and indentures supplemental thereto, to which indenture and indentures supplemental thereto (hereinafter referred to collectively as the "Indenture") reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security and the rights, duties and immunities thereunder of the Trustee and the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the limitations on such rights. By the terms of the Indenture the bonds to be secured thereby are issuable in series which may vary as to date, amount, date of maturity, rate of interest and in other respects as in the Indenture provided. Modifications or alterations of the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the

BOOK 077 PAGE 694

date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, any or all of the bonds of this series may be redeemed by the Company, at its option, or by operation of various provisions of the Indenture, at any time and from time to time by the payment of the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of the improvement fund or the maintenance and/or replacement provisions of the Indenture and otherwise than by the use of proceeds of released property, as more fully set forth in the Indenture, with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below under the heading "Regular Redemption Premium", provided, however, that none of the bonds of this series shall be so redeemed prior to May 1, 1991 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.52% per annum, and (b), if redeemed by the operation of the improvement fund or the maintenance and/or replacement provisions of the Indenture or by the use of proceeds of released property, as more fully set forth in the Indenture, without premium:

If Redeemed During the Twelve Months Ending the Last Day of April,

<u>Year</u>	<u>Regular Redemption Premium</u>	<u>Year</u>	<u>Regular Redemption Premium</u>
1987	8.63%	1999	4.32%
1988	8.27	2000	3.96
1989	7.91	2001	3.60
1990	7.55	2002	3.24
1991	7.19	2003	2.88
1992	6.83	2004	2.52
1993	6.47	2005	2.16
1994	6.11	2006	1.80
1995	5.75	2007	1.44
1996	5.40	2008	1.08
1997	5.04	2009	.72
1998	4.68	2010	.36

and without premium if redeemed on or after May 1, 2010.

In case of certain defaults as specified in the Indenture, the principal of this bond may be declared or may become due and payable on the conditions, at the time, in the manner and with the effect provided in the Indenture.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, to or against any incorporator, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor company, either directly or through the Company, or such predecessor or successor company, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Indenture.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at such other office or agency of the Company as the Company may from time to time designate, but only in the manner prescribed in the Indenture, upon the surrender and cancellation of this bond and the payment of charges for registration of transfer, and upon any such registration of transfer a new registered bond or bonds, without coupons, of the same series and maturity date and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner for the purpose of receiving payment and for all other purposes. Registered bonds of this series shall be exchangeable for registered bonds of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. However, notwithstanding the provisions of the Indenture, no charge shall be made upon any registration of transfer or exchange of bonds of this series other than for any tax or taxes or other governmental charge required to be paid by the Company.

AND WHEREAS all acts and things necessary to make the bonds of the First 1986 Series, when authenticated by the Trustee and issued as in the Indenture, as heretofore supplemented and amended, and this

BOOK 077 PAGE 696

Supplemental Indenture provided, the valid, binding and legal obligations of the Company, and to constitute the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture valid, binding and legal instruments for the security thereof, have been done and performed, and the creation, execution and delivery of the Indenture as heretofore supplemented and amended, and this Supplemental Indenture and the creation, execution and issue of bonds subject to the terms hereof and of the Indenture, as heretofore supplemented and amended, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase by the holders thereof of the bonds issued and to be issued under the Indenture or the Indenture as supplemented and amended, and of the sum of One Dollar duly paid by the Trustee to the Company, and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and premium, if any, and interest on the bonds now outstanding under the Indenture, or the Indenture as supplemented and amended, and the \$125,000,000 principal amount of bonds of the First 1986 Series proposed to be initially issued and all other bonds which shall be issued under the Indenture, or the Indenture as supplemented and amended, and for the purpose of securing the faithful performance and observance of all covenants and conditions therein and in any indenture supplemental thereto set forth, the Company has given, granted, bargained, sold, transferred, assigned, hypothecated, pledged, mortgaged, warranted, aliened and conveyed and by these presents does give, grant, bargain, sell, transfer, assign, hypothecate, pledge, mortgage, warrant, alien and convey unto Chemical Bank, as Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created, and to its or their assigns forever, all the right, title and interest of the Company in and to the following described property located in the States of Alabama and Georgia, together (subject to the provisions of Article X of the Indenture) with the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and does hereby confirm that the Company will not cause or consent to a partition, either voluntary or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common except as permitted by and in conformity with the provisions of the Indenture and particularly of said Article X thereof:

I.

ELECTRIC GENERATING PLANTS.

All improvements and additions to electric generating plants and stations of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including all power houses, buildings, reservoirs, dams, pipelines, flumes, structures and works, and the land on which the same are situated, and all water rights, and all other lands and easements, rights of way, permits, privileges, towers, poles, wires, machinery, equipment, appliances, appurtenances and supplies, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such plants and stations or any of them, or adjacent thereto, including the following described property located in the State of Alabama:

A. Additional lands for the Dallas County Generating Plant site located as follows:

1. In Section 29, Township 15 North, Range 9 East, Dallas County, Alabama, as described in deed dated June 16, 1983, from Betty Jean Holmes, a single woman, to Alabama Power Company, recorded in Deed Book 924, Pages 205-206, in the Probate Office of Dallas County, Alabama.

B. Additional lands for the Ernest C. Gaston Steam Plant located as follows:

1. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, as described in deed dated March 24, 1982, from Willis Charles Berry, a single man, to Alabama Power Company, recorded in Deed Book 338, Pages 829-830, in the Probate Office of Shelby County, Alabama.

2. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, as described in deed dated March 26, 1981, from M. B. Ford and wife, Ruby T. Ford, to Alabama Power Company, recorded in Deed Book 332, Pages 01-02, in the Probate Office of Shelby County, Alabama.

3. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, as described in deed dated March 30, 1981, from Dorothy W. Parker, an unmarried woman, who is otherwise known

as Dorothy Parker, to Alabama Power Company, recorded in Deed Book 332, Pages 03-04, in the Probate Office of Shelby County, Alabama.

4. In Section 29, Township 20 South, Range 2 East, Shelby County, Alabama, as described in *deed of correction* dated May 29, 1981, from Dorothy W. Parker, an unmarried woman, who is otherwise known as Dorothy Parker, to Alabama Power Company, recorded in Deed Book 333, Pages 81-82, in the Probate Office of Shelby County, Alabama. (Corrects deed referred to in Item 3 above.)

5. In Section 32, Township 20 South, Range 2 East, Shelby County, Alabama, as described in deed dated November 9, 1981, from Southern Electric Generating Company, to Alabama Power Company, recorded in Deed Book 337, Pages 773-775, in the Probate Office of Shelby County, Alabama.

II.

ELECTRIC TRANSMISSION LINES.

BOOK 077 PAGE 699

All the electric transmission lines of the Company made, constructed, or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including towers, poles, pole lines, wires, switches, switch racks, switchboards, insulators, and other appliances and equipment, and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such transmission lines or any of them or adjacent thereto; together with all real property, rights of way, easements, permits, privileges, franchises and rights for or relating to the construction, maintenance or operation thereof, through, over, under or upon any private property or any public streets or highways, within as well as without the corporate limits of any municipal corporation, including lines in the State of Alabama connecting the points indicated as follows:

500 KV Transmission Lines

<u>Line</u>	<u>Length in Miles</u>
J. H. Miller-South Bessemer 500 KV T.L.	26.87
South Bessemer-Snowdown 500 KV T.L.	89.26

115 KV, 161 KV, 230 KV Transmission Lines

<u>Line</u>	<u>Length in Miles</u>
Auburn University 115 KV T.L. (Montgomery)	.02
Bergeron Industries 115 KV T.L. (Demopolis)	.90
Black Creek 115 KV T.L. (Gadsden)	1.75
Bonny Brook 115 KV T.L. (Anniston)	2.30
Cedar Cove 115 KV T.L. (Tuscaloosa)	.48
Center Hill 115 KV T.L.	.49
Clay-Oneonta 230 KV T.L.	13.01
Columbus-Phenix City 115 KV T.L.	.01
Crooked Creek-Anniston 115 KV T.L.	.21
Dunnavant Valley 115 KV T.L.	1.68
Hollywood-Homewood	1.42
Lakepoint 115 KV T.L. (Eufaula)	8.86
McMillan-Bloedel 115 KV T.L. (Pine Hill)	.17
Michael Blvd.-Cottage Hill 115 KV T.L. (Mobile)	1.60
North Adamsville-Adamsville 115 KV T.L.	2.85
Parkway 115 KV T.L. (Birmingham)	1.04
Parkway-Center Point 115 KV T.L.	2.40
A. J. Taft Coal Company 161 KV T.L. (Parrish)	2.70
Coal Systems, Inc. 115 KV T.L. (Oak Grove)	5.11
Colonial Pipeline 115 KV T.L. (Pelham)	3.00
Elliottsville 115 KV T.L.	2.51
Grelot Road 115 KV T.L. (Mobile)	.13
Homewood-Greensprings 115 KV T.L.	1.89
Hope Hull 115 KV T.L.	1.60
Irvington 115 KV T.L.	.78
Loch Haven 115 KV T.L. (Hoover)	1.50
North Helena-Valleydale 115 KV T.L.	1.74
Silverhill-Foley-Barnwell 115 KV T.L.	13.36
Smoke Rise 115 KV T.L. (Warrior)	7.86
Walston Road 161 KV T.L. (Jasper)	1.95
Big Wills 161 KV T.L. (Attalla)	.15
Chickasaw-Toulminville 115 KV T.L.	4.17
Chunchula 115 KV T.L.	5.00
Drummond Coal Company 115 KV T.L. (Short Creek)	.73
Eastdale 115 KV T.L. (Montgomery)	.06
East Trussville-Moody 115 KV T.L.	8.93
North Mobile-Skyland 115 KV T.L.	.15
Parkwest-East Thomas 115 KV T.L. (Birmingham)	2.85

<u>Line</u>	<u>Length in Miles</u>
Pratt City-South Park 115 KV T.L.	.01
Superior Oil Company 115 KV T.L. (Mt. Vernon)	.48
Jim Walters Resources, Inc. 115 KV T.L. (Johns)	.05
Alexander City 115 KV T.L.	.27
Central Alabama ECI 115 KV T.L. (Prattville)	.52
Clay 115 KV T.L.	3.18
Mt. Olive 115 KV T.L.	.22
Prattville 115 KV T.L.	.40
Greenville-Belleville 230 KV T.L.	45.31
Woodcrest 115 KV T.L. (Montgomery)	.66
Adamsville-Forestdale 115 KV T.L.	2.64
Blakely Island-Scott Paper Company 115 KV T.L. (Mobile)	.62
Chickasaw-Blakely Island 115 KV T.L.	.89
Jim Walters Resources-Bessie Mine 115 KV T.L. (Bessemer)	.52
Jim Walters Resources-Davis Creek Fans 115 KV T.L. (Brookwood)	.30
Jim Walters Resources-South Fans 115 KV T.L. (Brookwood)	.59
Snowdoun-Greenville 230 KV T.L.	37.59
Sikorsky Aircraft 115 KV T.L. (Tallassee)	.79
Union Oil Company 115 KV T.L. (Chunchula)	3.24
Salco 115 KV T.L. (Bucks)	1.06
General Electric 115 KV T.L. (Burkville)	9.90
Valleydale-Inverness 115 KV T.L. (Hoover)	4.50

44 KV Transmission Lines

Auburn University 44 KV T.L.	.02
Avondale Mills 44 KV T.L. (Sylacauga)	.05
Bayou LaBatre-Coden 44 KV T.L.	3.01
Black Warrior 44 KV T.L. (Nicholsville)	5.18
Eufaula-Abbeville 44 KV T.L.	.03
F.M.C. Furnace Plant 44 KV T.L. (Anniston)	.12
Kimberly Clark 44 KV T.L. (Dickert)	7.47
Oneonta-Remlap 44 KV T.L.	.34
W. G. Sullivan Lumber Company 44 KV T.L. (Brownsville)	5.01
Jack Diamond Coal Company 44 KV T.L. (Johns)	.06
Dadeville C.S. 44 KV T.L.	.12
Geneva (Tie Line) 44 KV T.L.	.50
Hammermill Paper Company 44 KV T.L. (Selma)	2.28
Labnco-Porter-Sayre 44 KV T.L.	.46

<u>Line</u>	<u>Length in Miles</u>
North Dothan 44 KV T.L.	.02
Pioneer ECI Tap 44 KV T.L. (Camden)	.01
RCH Broadcasting, Inc. 44 KV T.L. (Salem)	.09
Russell Corporation #4 44 KV T.L. (Alexander City)	.07
Warrior-Cordova 44 KV T.L.	.81
ABC-Gorgas #4 Mine 44 KV T.L.	.69
Beathea Tap 44 KV T.L. (Pelham)	.01
Nabala Coal Company 44 KV T.L. (Carbon Hill)	1.34
North Enterprise 44 KV T.L.	1.67
North Gordo 44 KV T.L.	6.23
Vulcan Materials Company 44 KV T.L. (Woodward)	.01
Quintard Avenue Tap 44 KV T.L. (Anniston)	.02
AEC-Burkville 44 KV T.L.	.06
Ballplay 44 KV T.L. (Attalla)	.13
Eufaula-Abbeville 44 KV T.L.	1.35
Jasper C.S.-Jasper 10th Avenue 44 KV T.L.	.21
Mobil Oil Corp. 44 KV T.L.(Codon)	.28
Niject 44 KV T.L. (Flomaton)	.61
Seaman Timber Company 44 KV T.L. (Linden)	1.52
Tallapoosa River Cooperative-Opelika 44 KV T.L.	.07
T. R. Miller #2 44 KV T.L. (Brewton)	.57
Borden Metals 44 KV T.L. (Leeds)	.28
Gateway Malls, Inc. 44 KV T.L. (Carbon Hill)	2.14

III.

ELECTRIC DISTRIBUTION SYSTEMS.

All electric distribution systems of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, including substations, transformers, switchboards, towers, poles, wires, insulators, subways, trenches, conduits, manholes, cables, meters, and other appliances and equipment and all other property, real or personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such distribution systems or any of them or adjacent thereto; together with all real property, rights of way, easements, permits, privileges, franchises and rights, for or relating to the construction, maintenance or operation thereof, through, over, under

or upon any private property or any public streets or highways within as well as without the corporate limits of any municipal corporation, including systems or extensions of systems in or near the towns, cities, and communities in the State of Alabama named in the following tabulation, and franchises granted by the governing bodies of such cities and towns on the dates indicated and under which such systems are or may be operated:

<u>Town</u>	<u>Date</u>
Fairfield	February 3, 1986
Geneva	February 7, 1983
Homewood	March 25, 1985
Susan Moore	February 7, 1983

IV.

SUBSTATIONS, REGULATING STATIONS, SWITCHING STATIONS, SECTIONALIZING SWITCHES AND SITES.

All the substations and switching stations of the Company made, constructed or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, for transforming, regulating, converting or distributing or otherwise regulating electric current at any of its plants and elsewhere, together with all buildings, transformers, wires, insulators and other appliances and equipment, and all other property, real or personal, forming a part of, or appertaining to or used, occupied or enjoyed in connection with, any of such substations and switching stations, or adjacent thereto, or sites therefor, including the following property located in the State of Alabama:

1. The Ridge Road District Substation in Lee County, Alabama, as described in deed dated February 26, 1981, from Tallapoosa River Electric Cooperative, Inc. to Alabama Power Company, recorded in Deed Book 1103, Pages 135-137, in the Probate Office of Lee County, Alabama.

2. The Ridge Road District Substantion in Lee County, Alabama, as described in *deed of correction* dated May 18, 1981, from Tallapoosa River Electric Cooperative, Inc. to Alabama Power Company, recorded in Deed Book 1108, Pages 770-772, in the Probate Office of Lee County, Alabama. This deed corrects the deed next above.

3. The Virginia Mines District Substation in Jefferson County, Alabama, as described in deed dated March 27, 1981, from Thomas Lee Hester and wife, Gwendolyn Hester, to Alabama Power Company, recorded in Deed Book 436, Pages 473-475, in the Probate Office of Jefferson County, Alabama.

4. The Woodward District Substation in Jefferson County, Alabama, as described in deed dated April 6, 1981, from Mead Land Services, Inc., to Alabama Power Company, recorded in Deed Book 437, Pages 255-257, in the Probate Office of Jefferson County, Alabama.

5. The Irvington District Substation in Mobile County, Alabama, as described in deed dated January 12, 1981, from Charles W. Seignious and wife, Cleola E. Seignious, to Alabama Power Company, recorded in Deed Book 2197, Pages 541-542, in the Probate Office of Mobile County, Alabama.

6. The Smoke Rise District Substation in Blount County, Alabama, as described in deed dated January 22, 1981, from James W. Doss and wife, Mary Lou Doss, to Alabama Power Company, recorded in Deed Book 275, Pages 267-268, in the Probate Office of Blount County, Alabama.

7. The Sipsey District Substation in Walker County, Alabama, as described in deed dated February 18, 1981, from Empire Coke Company, to Alabama Power Company, recorded in Deed Book 1169, Pages 129-131, in the Probate Office of Walker County, Alabama.

8. The Watermelon Road District Substation in Tuscaloosa County, Alabama, as described in deed dated February 24, 1981, from Gulf States Paper Corporation, to Alabama Power Company, recorded in Deed Book 818, Pages 278-281, in the Probate Office of Tuscaloosa County, Alabama.

9. The Eastdale District Substation in Montgomery County, Alabama, as described in deed dated May 18, 1981, from Macol Corporation and William B. Moore, Jr. and wife, Mary Frances J. Moore, to Alabama Power Company, recorded in Deed Book 527, Pages 823-825, in the Probate Office of Montgomery County, Alabama.

10. The Ballplay District Substation in Etowah County, Alabama, as described in deed dated September 22, 1981, from James W. Morris, a single man, to Alabama Power Company, recorded in

Deed Book 1357, Pages 611-612, in the Probate Office of Etowah County, Alabama.

11. The Big Wills District Substation in Etowah County, Alabama, as described in deed dated July 22, 1982, from Bobby Gene Ramey and wife, Frances Ramey, to Alabama Power Company, recorded in Deed Book 1370, Pages 446-448, in the Probate Office of Etowah County, Alabama.

12. The Clanton Transmission Substation in Chilton County, Alabama, as described in *deed of correction* dated December 16, 1982, from Miles Aldridge and wife, Patricia Aldridge, to Alabama Power Company, recorded in Deed Book 668, Pages 18-20, in the Probate Office of Chilton County, Alabama.

13. The Clay District Substation in Jefferson County, Alabama, as described in deed dated February 21, 1983, from Ralph J. W. Hobbs, a widower, to Alabama Power Company, recorded in Deed Book 2297, Pages 691-692, in the Probate Office of Jefferson County, Alabama.

14. The Chestnut District Substation in Autauga County, Alabama, as described in deed dated March 15, 1983, from Autauga County, a political subdivision under the laws of the State of Alabama, by and through Jim Corley, Probate Judge and Chairman of the Autauga County Commission, to Alabama Power Company, recorded in Deed Book 55, Pages 260-264, in the Probate Office of Autauga County, Alabama.

15. The Woodcrest District Substation in Montgomery County, Alabama, as described in deed dated November 28, 1983, from Dana Corporation, to Alabama Power Company, recorded in Deed Book 646, Pages 799-801, in the Probate Office of Montgomery County, Alabama.

16. The Mt. Olive District Substation in Jefferson County, Alabama, as described in deed dated December 21, 1983, from Alabama By-Products Corporation, to Alabama Power Company, recorded in Deed Book 2449, Pages 86-88, in the Probate Office of Jefferson County, Alabama.

17. The Searles District Substation in Tuscaloosa County, Alabama, as described in deed dated December 11, 1984, from United States Pipe and Foundry Company, to Alabama Power Company,

recorded in Deed Book 888, Pages, 491-493, in the Probate Office of Tuscaloosa County, Alabama.

18. The Salco District Substation in Mobile County, Alabama, as described in deed dated November 22, 1985, from M&T Chemicals, Inc., to Alabama Power Company, recorded in Deed Book 2854, Pages 821-823, in the Probate Office of Mobile County, Alabama.

19. The Rucker Boulevard District Substation in Coffee County, Alabama, as described in deed dated February 18, 1986, from Ross R. Cotter, Jr. and wife, Mary Helen Cotter; and William Marvin Cotter and wife, Brenda S. Cotter, to Alabama Power Company, recorded in Deed Book 122, Pages 573-574, in the Probate Office of Coffee County, Alabama.

20. The Nauvoo Transmission Substation in Walker County, Alabama, as described in deed dated February 20, 1986, from SouthTrust Bank of Alabama, National Association, successor in interest to Birmingham Trust National Bank, as Trustee under the will of A. R. Long, Jr. and as Trustee under agreement with Arthur Robert Long, III, to Alabama Power Company, recorded in Deed Book 1169, Pages 638-639, in the Probate Office of Walker County, Alabama.

21. The Cropwell District Substation in St. Clair County, Alabama, as described in Final Order of Condemnation dated August 1, 1980, styled "Alabama Power Company v. J. T. Morton, et al". J. T. Morton, Rosa L. H. Morton, Rosa L. H. Morton Trust Agreement, J. T. Morton as Trustee of a trust agreement dated July 12, 1979, Rosa L. H. Morton as trustee of a trust agreement dated July 12, 1979, Persons Unknown, as condemnees.

22. The Cedar Cove District Substation in Tuscaloosa County, Alabama, as described in Final Order of Condemnation dated April 28, 1981, styled "Alabama Power Company v. Grover Darden, et al". Grover Darden and wife, Jesse Darden; John Darden and wife, Hannah Darden; Guy Burt and wife, Louise Burt; James Burt, a divorced man; Myrtice Darden, a widow, individually and as Executrix of the Estate of James G. Darden, deceased, as condemnees.

23. Additional land for the Vincent District Substation in Shelby County, Alabama, as described in deed dated November 3, 1981, from Francis M. Randall, a single man, to Alabama Power

BOOK 077 PAGE 706

Company, recorded in Deed Book 335, Pages 956-957, in the Probate Office of Shelby County, Alabama.

24. Additional land for the Vincent District Substation in Shelby County, Alabama, as described in deed dated November 3, 1981, from Ruth Hand Gibbs and husband, William C. Gibbs, to Alabama Power Company, recorded in Deed Book 335, Pages 958-959, in the Probate Office of Shelby County, Alabama.

25. A roadway easement for the East Winfield District Substation in Marion County, Alabama, as described in easement dated September 30, 1975, from J. R. Dodd, an unmarried man, to Alabama Power Company, recorded in Deed Book 194, Pages 229-230, in the Probate Office of Marion County, Alabama.

26. An easement for the Montgomery Waterworks North Court Substation in Montgomery County, Alabama, as described in easement dated June 23, 1981, from The Water Works and Sanitary Sewer Board of the City of Montgomery, to Alabama Power Company, recorded in Deed Book 532, Pages 844-846, in the Probate Office of Montgomery County, Alabama.

27. The Lytle Switching Station in Geneva County, Alabama, as described in deed dated April 11, 1983, from George Brannon and wife, Christine Brannon, to Alabama Power Company, recorded in Deed Book 41, Pages 154-155, in the Probate Office of Geneva County, Alabama.

28. The Forestdale Switching Station in Jefferson County, Alabama, as described in deed dated January 15, 1985, from J. M. Grayson and wife, Janice W. Grayson; Mary Louise Carr and husband, Jack D. Carr; and Margaret Ann Dix, a single woman, individually and as partners in Grayson Land Company, a partnership, to Alabama Power Company, recorded in Deed Book 264I, Pages 366-367, in the Probate Office of Jefferson County, Alabama.

V.

TELEPHONE PROPERTIES.

All telephone lines, systems, properties, plants and equipment of the Company made, constructed, or otherwise acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture used or available for use in the operation of its properties, and all other property, real or

BOOK 077 PAGE 707

personal, forming a part of or appertaining to or used, occupied or enjoyed in connection with such telephone properties or any of them, or adjacent thereto; together with all real estate, rights of way, easements, permits, privileges, franchises, property, devices or rights related to the dispatch, transmission, reception or reproduction of messages, communications, intelligence, signals, light, vision or sound by electricity, wire or otherwise, including all telephone equipment installed in buildings used as general and divisional offices, substations and generating stations and all telephone lines erected on towers and poles:

1. Roadway easement for Red Level Microwave Site in Covington County, Alabama, as described in easement dated April 24, 1981, from Alabama Electric Cooperative, Inc., to Alabama Power Company, recorded in Deed Book 730, Pages 626-629, in the Probate Office of Covington County, Alabama.

2. Roadway easement for Hollins Mountain Microwave Site in Clay County, Alabama, as described in easement dated July 25, 1983, from AmSouth Bank, NA (formerly The First National Bank of Birmingham) and Hugh Kaul as Trustees under that Indenture of Trust made and entered into as of the 31st day of December, 1979, for Hugh Kaul, as the owner of an undivided 43.82 percent interest; AmSouth Bank, NA, Hugh Kaul, and John Kaul Greene, as successor Trustee under the will of John L. Kaul, deceased, for Hugh Kaul, as the owner of an undivided 6.18 percent interest; and AmSouth Bank, NA, Hugh Kaul, and John Kaul Greene, as successor Trustees under the will of John L. Kaul, deceased, for Virginia Kaul Greene, deceased, as the owner of an undivided 50.00 percent interest, to Alabama Power Company, recorded in Deed Book 85, Pages 837-839, in the Probate Office of Clay County, Alabama.

3. The Clanton Radio Relay Site in Chilton County, Alabama, as described in deed dated April 29, 1985, from Kathryn T. Coppedge, a widow; and Cecil T. Tyus, Jr. and wife, Carolyn E. Tyus, to Alabama Power Company, recorded in Deed Book 8, Pages 171-172, in the Probate Office of Chilton County, Alabama.

4. The Butler Microwave Station in Choctaw County, Alabama, as described in deed dated August 26, 1985, from William H. Wall and wife, Dorothy B. Wall, to Alabama Power Company, recorded in Deed Book 239, Pages 982-983, in the Probate Office of Choctaw County, Alabama.

BOOK 077 PAGE 708

5. The Chunchula Microwave Station in Mobile County, Alabama, as described in deed dated August 28, 1985, from Harlf A. Stagner, a widower, to Alabama Power Company, recorded in Deed Book 2806, Pages 826-827, in the Probate Office of Mobile County, Alabama.

6. The Clark Mountain Radio Site in Jefferson County, Alabama, as described in deed dated May 28, 1981, from Eva W. Smith, a widow; Archie W. Smith and wife, Anita Joyce Smith, to Alabama Power Company, recorded in Deed Book 441, Pages 234-236, in the Probate Office of Jefferson County, Alabama.

7. The East Hamilton Microwave Station in Marion County, Alabama, as described in deed dated September 2, 1982, from James F. Sanderson and wife, Elizabeth Sanderson, to Alabama Power Company, recorded in Deed Book 229, Pages 582-583, in the Probate Office of Marion County, Alabama.

8. The Camden Radio Relay Station in Wilcox County, Alabama, as described in deed dated November 13, 1984, from Margaret Capell Pettis, a widow, to Alabama Power Company, recorded in Deed Book 8H, Pages 92-93, in the Probate Office of Wilcox County, Alabama.

BOOK 077 PAGE 709

VI.

OTHER REAL PROPERTY.

All other real property of the Company acquired by it and not heretofore described in the Indenture or any supplement thereto and not heretofore released from the lien of the Indenture, and all interests therein, of every nature and description wherever located, including the following described property located in the State of Alabama:

A. Additional lands for the Rother L. Harris Hydro Project located as follows:

1. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, and in Section 4, Township 19 South, Range 10 East, Randolph County, as described in deed dated June 22, 1981, from Leon Foster and wife, Myrtle Foster; Gay Foster and wife, I. V. Foster; and Butha Hill, a widow, to Alabama Power Company, recorded in Deed Book 129, Pages 911-912, in the Probate Office of Randolph County, Alabama.

2. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, and in Section 4, Township 19 South, Range 10 East, Randolph County, as described in perpetual easement dated June 22, 1981, from Leon Foster and wife, Myrtle Foster; Gay Foster and wife, I. V. Foster; and Butha Hill, a widow, to Alabama Power Company, recorded in Deed Book 129, Pages 913-915, in the Probate Office of Randolph County, Alabama.

3. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, and in Section 4, Township 19 South, Range 10 East, Randolph County, as described in deed dated June 29, 1981, from Ivey Waters and wife, Mavis Waters, to Alabama Power Company, recorded in Deed Book 129, Pages 919-920, in the Probate Office of Randolph County, Alabama.

4. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, and in Section 4, Township 19 South, Range 10 East, Randolph County, as described in perpetual easement dated June 20, 1981, from Ivey Waters and wife, Mavis Waters, to Alabama Power Company, recorded in Deed Book 129, Pages 916-918, in the Probate Office of Randolph County, Alabama.

5. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 24, 1980, from Minnie Arrington, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 20-22, in the Probate Office of Randolph County, Alabama.

6. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 23, 1980, from Clyde E. Moncus, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 51-53, in the Probate Office of Randolph County, Alabama.

7. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 22, 1980, from Ruby E. Bradley and husband, Thomas B. Bradley, to Alabama Power Company, recorded in Deed Book 127, Pages 54-56, in the Probate Office of Randolph County, Alabama.

8. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 22, 1980, from Pearl M. Robertson, a widow, to Alabama Power

BOOK 077 PAGE 710

Company, recorded in Deed Book 127, Pages 57-59, in the Probate Office of Randolph County, Alabama.

9. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 24, 1980, from Lois E. Barton, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 151-153, in the Probate Office of Randolph County, Alabama.

10. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980, from Eva E. Moore and husband, Henry L. Moore, to Alabama Power Company, recorded in Deed Book 127, Pages 305-307, in the Probate Office of Randolph County, Alabama.

11. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 30, 1981, from Peggy Sanders and husband, Bobby Sanders, to Alabama Power Company, recorded in Deed Book 131, Pages 39-41, in the Probate Office of Randolph County, Alabama.

12. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 30, 1981, from Doyle M. Edmondson, a single man, to Alabama Power Company, recorded in Deed Book 131, Pages 42-44, in the Probate Office of Randolph County, Alabama.

13. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 30, 1981, from Douglas H. Edmondson and wife, Sylvia Edmondson, to Alabama Power Company, recorded in Deed Book 131, Pages 45-47, in the Probate Office of Randolph County, Alabama.

14. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 30, 1981, from Ronnie L. Edmondson and wife, Terry Edmondson, to Alabama Power Company, recorded in Deed Book 131, Pages 48-50, in the Probate Office of Randolph County, Alabama.

15. In Section 16, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 30, 1981, from Carol Scott, marital status not defined, to Alabama Power Company, recorded in Deed Book 131, Pages 51-53, in the Probate Office of Randolph County, Alabama.

BOOK 077 PAGE 711

16. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated May 7, 1981, from Ina Dewberry, a widow, to Alabama Power Company, recorded in Deed Book 129, Pages 356-358, in the Probate Office of Randolph County, Alabama.

17. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated April 20, 1981, from Tessie Ware and husband, Lelon Ware, to Alabama Power Company, recorded in Deed Book 129, Pages 353-355, in the Probate Office of Randolph County, Alabama.

18. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 13, 1981, from L. G. Parker and wife, Sallie Kate Parker; J. Vernon Parker and wife, Elva Parker; and Willie G. Parker and wife, Idell Parker, to Alabama Power Company, recorded in Deed Book 128, Pages 346-348, in the Probate Office of Randolph County, Alabama.

19. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 13, 1981, from Josie Mae Teal and husband, Roy Teal; Clois Lashley, an unmarried woman; and J. L. Parker and wife, Nellie Rue Parker, to Alabama Power Company, recorded in Deed Book 128, Pages 349-351, in the Probate Office of Randolph County, Alabama.

20. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated February 5, 1981, from Winnie P. Baker and husband, E. H. Baker, Jr., to Alabama Power Company, recorded in Deed Book 128, Pages 534-536, in the Probate Office of Randolph County, Alabama.

21. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 13, 1981 from Minnie Lee Gross and husband, Arlin Gross; Robert Brewell Parker and wife, Velma Parker; and Effie Walls and husband, Edgar Walls, to Alabama Power Company, recorded in Deed Book 128, Pages 354-356, in the Probate Office of Randolph County, Alabama.

22. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated May 7, 1981, from Ina Dewberry, a widow, to Alabama Power Company, recorded in Deed

Book 129, Pages 361-362, in the Probate Office of Randolph County, Alabama.

23. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated April 20, 1981, from Tessie Ware and husband, Lelon Ware to Alabama Power Company, recorded in Deed Book 129, pages 359-360, in the Probate Office of Randolph County, Alabama.

24. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated January 13, 1981, from L. G. Parker and wife, Sallie Kate Parker; L. Vernon Parker and wife, Elva Parker; and Willie G. Parker and wife, Idell Parker, to Alabama Power Company, recorded in Deed Book 128, Pages 357-358, in the Probate Office of Randolph County, Alabama.

25. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated January 13, 1981, from Josie Mae Teal and husband, Roy Teal; Clois Lashley, an unmarried woman; and J. L. Parker and wife, Nellie Rue Parker, to Alabama Power Company, recorded in Deed Book 128, Pages 352-353, in the Probate Office of Randolph County, Alabama.

26. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated February 5, 1981, from Winnie P. Baker and husband, E. H. Baker, Jr., to Alabama Power Company, recorded in Deed Book 128, Pages 537-538, in the Probate Office of Randolph County, Alabama.

27. In Section 12, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated January 13, 1981, from Minnie Lee Gross and husband, Arlin Gross; Robert Brewell Parker and wife, Velma Parker; and Effie Walls and husband, Edgar Walls, to Alabama Power Company, recorded in Deed Book 128, Pages 373-374, in the Probate Office of Randolph County, Alabama.

28. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated December 8, 1980, from Brosco Pool and wife, Florence Pool; Verdine Pool, a widow; and Adean Pool Hadley and husband, H. L. Hadley, to Alabama Power Company, recorded in Deed Book 127, Pages 930-932, in the Probate Office of Randolph County, Alabama.

29. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated

December 15, 1980, from Adell P. Stewart, a married woman, to Alabama Power Company, recorded in Deed Book 128, Pages 11-13, in the Probate Office of Randolph County, Alabama.

30. In Section 6, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated June 17, 1981, from Bobby G. Rice and wife, Betty Jo Rice; C. Rodney Rice and wife, Leigh Ann Rice, to Alabama Power Company, recorded in Deed Book 129, Pages 729-731, in the Probate Office of Randolph County, Alabama.

31. In Section 6, Township 20 South, Range 10 East, Randolph County, Alabama, as described in deed dated June 17, 1981, from Bobby G. Rice and wife, Betty Jo Rice; C. Rodney Rice and wife, Leigh Ann Rice, to Alabama Power Company, recorded in Deed Book 129, Pages 727-728, in the Probate Office of Randolph County, Alabama.

32. In Section 19, Township 19 South, Range 11 East; Section 17, Township 18 South, Range 10 East; Section 23, Township 19 South, Range 10 East; Section 1, Township 20 South, Range 10 East, all in Randolph County, Alabama; and Section 12, Township 20 South, Range 9 East, Clay County, Alabama, as described in *deed of correction* dated February 6, 1981, from Kimberly-Clark Corporation, to Alabama Power Company, recorded in Deed Book 128, Pages 541-542, in the Probate Office of Randolph County, Alabama, also recorded in Deed Book 81, Pages 805-806, in the Probate Office of Clay County, Alabama.

33. In Section 19, Township 19 South, Range 11 East; Section 17, Township 18 South, Range 10 East; Section 23, Township 19 South, Range 10 East; Section 1, Township 20 South, Range 10 East, all in Randolph County, Alabama; and Section 12, Township 20 South, Range 9 East, Clay County, Alabama, as described in perpetual easement dated February 6, 1981, from Kimberly-Clark Corporation, to Alabama Power Company, recorded in Deed Book 128, Pages 531-533, in the Probate Office of Randolph County, Alabama, also recorded in Deed Book 81, Pages 799-801, in the Probate Office of Clay County, Alabama.

34. In Section 14, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated January 12, 1981, from Nettie Parker Haynes, a widow, to Alabama Power Company,

recorded in Deed Book 128, Pages 269-270, in the Probate Office of Randolph County, Alabama.

35. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in deed dated January 14, 1981, from Mary Magdeline Turley Coventry and husband, Bentley C. Coventry, to Alabama Power Company, recorded in Deed Book 128, Pages 301-302, in the Probate Office of Randolph County, Alabama.

36. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated March 2, 1981, from A. W. Hargett and wife, Margaret Hargett, to Alabama Power Company, recorded in Deed Book 128, Pages 785-788, in the Probate Office of Randolph County, Alabama.

37. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, as described in deed dated March 10, 1981, from A. O. Yarbrough, a single man, to Alabama Power Company, recorded in Deed Book 128, Pages 777-778, in the Probate Office of Randolph County, Alabama.

38. In Sections 16, 17, 21, and 22, all in Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated March 12, 1981, from Aaron T. Meadows and wife, Marie Meadows; and Burlin Meadows and wife, Gwen Meadows, to Alabama Power Company, recorded in Deed Book 128, Pages 742-745, in the Probate Office of Randolph County, Alabama.

39. In Section 29, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated September 23, 1981, from Paul Holloway and wife, Inez Holloway, to Alabama Power Company, recorded in Deed Book 130, Pages 639-640, in the Probate Office of Randolph County, Alabama.

40. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated July 14, 1981, from George V. Irons, Sr., a widower; William Lee Irons and wife, Karen Irons; William Earl Wright, Jr. and wife, Joy Wright; Rebecca Wright Gray and husband, William P. Gray, Jr.; Ruth Ellen Wright Behm and husband, Douglas Behm; Rosalie Wright, a single woman; Rosalie Wright Lovvorn, a widow; Mary Frances Wright LaSueur and husband, John R. LaSueur, to Alabama Power Company, recorded in Deed Book 130, Pages 69-73, in the Probate Office of Randolph County, Alabama.

41. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated May 22, 1981, from Tillman E. Trotter, a widower; Samuel E. Trotter, a single man; Phillip W. Trotter, a single man; and Rose Mary Hamilton, a single woman, to Alabama Power Company, recorded in Deed Book 130, Pages 62-64, in the Probate Office of Randolph County, Alabama.

42. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated July 10, 1981, from Gary Henry Wright and wife, Dianne Wright, to Alabama Power Company, recorded in Deed Book 130, Pages 67-68, in the Probate Office of Randolph County, Alabama.

43. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in deed dated May 29, 1981, from George V. Irons, Jr. and wife, Peggy Irons, to Alabama Power Company, recorded in Deed Book 130, Pages 65-66, in the Probate Office of Randolph County, Alabama.

44. In Section 7, Township 20 South, Range 10 East, Randolph County, Alabama, and in Section 12, Township 20 South, Range 9 East, Clay County, Alabama, as described in perpetual easement dated January 29, 1981, from Maxie N. Amason and wife, Glenda W. Amason, to Alabama Power Company, recorded in Deed Book 128, Pages 459-461, in the Probate Office of Randolph County, Alabama, also recorded in Deed Book 81, Pages 802-804, in the Probate Office of Clay County, Alabama.

45. In Section 7, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 25, 1980, from Lynward Amason and wife, Mamie H. Amason, to Alabama Power Company, recorded in Deed Book 127, Pages 863-865, in the Probate Office of Randolph County, Alabama.

46. In Section 7, Township 20 South, Range 10 East, Randolph County, Alabama, and in Section 12, Township 20 South, Range 9 East, Clay County, Alabama, as described in perpetual easement dated December 8, 1980, from Ruth L. Amason, a single woman, to Alabama Power Company, recorded in Deed Book 127, Pages 927-929 in the Probate Office of Randolph County, Alabama also recorded in Deed Book 82, Pages 36-38, in the Probate Office of Clay County, Alabama.

47. In Section 25, Township 19 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated January 6, 1981, from A. B. White, also known as Braska White, and wife, Thelma Gay White, also known as Thelma White, to Alabama Power Company, recorded in Deed Book 128, Pages 213-216, in the Probate Office of Randolph County, Alabama.

48. In Section 25, Township 19 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 23, 1980, from A. B. White, also known as Braska White, and wife, Thelma Gay White, also known as Thelma White, to Alabama Power Company, recorded in Deed Book 128, Pages 146-148, in the Probate Office of Randolph County, Alabama.

49. In Section 19, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated October 7, 1980, from Laska Rice and husband, Luther Rice, to Alabama Power Company, recorded in Deed Book 127, Pages 243-245, in the Probate Office of Randolph County, Alabama.

50. In Sections 8, 17, and 33, Township 19 South, Range 11 East; also, Sections 3 and 4, Township 19 South, Range 10 East, all in Randolph County, Alabama, as described in deed dated July 29, 1981, from Madison Hilton Hooten and wife, Marian P. Hooten, to Alabama Power Company, recorded in Deed Book 130, Pages 237-238, in the Probate Office of Randolph County, Alabama.

51. In Sections 2 and 3, Township 20 South, Range 11 East, Randolph County, Alabama, as described in deed dated January 1, 1981, from Frances K. Hanson, Jane Ann Williamson and Melinda K. Wilson, as Trustees for Hunter K. Hanson, Hannah Jean Hanson, Michael K. Williamson, Rhonda Williamson, Barry L. Wilson, Jr., Cameron Wilson, Patrick C. Wilson and Clinton Lewis Wilson, under that certain trust of R. H. Kerr and Exa Kerr for the benefit of their said grandchildren dated June 2, 1975 and recorded in Deed Book 119, Pages 189-194, in the Office of the Judge of Probate, Randolph County, Alabama; also, Hunter K. Hanson and wife, Rosemary Hanson, individually; Hannah Jean Hanson, a single woman, individually; and Michael K. Williamson, a single man, individually, to Alabama Power Company, recorded in Deed Book 128, Pages 362-365, in the Probate Office of Randolph County, Alabama.

52. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated Decem-

ber 2, 1980, from Annie Vena Turley Horton and husband, Marshall C. Horton, to Alabama Power Company, recorded in Deed Book 127, Pages 921-923, in the Probate Office of Randolph County, Alabama.

53. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 11, 1980, from Ralph Duke Turley and wife, Dot L. Turley, to Alabama Power Company, recorded in Deed Book 127, Pages 716-718, in the Probate Office of Randolph County, Alabama.

54. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 12, 1980, from Mackmariah Turley, also known as M. M. Turley, and wife, Lois E. Turley, to Alabama Power Company, recorded in Deed Book 127, Pages 719-721, in the Probate Office of Randolph County, Alabama.

55. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 12, 1980, from Clara Eva Turley Pettus and husband, Thomas H. Pettus, to Alabama Power Company, recorded in Deed Book 127, Pages 755-757, in the Probate Office of Randolph County, Alabama.

56. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 28, 1980, from Cora Bell Turley Dykes and husband, Eddie Dykes, to Alabama Power Company, recorded in Deed Book 127, Pages 854-856, in the Probate Office of Randolph County, Alabama.

57. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated November 24, 1980, from R. C. Turley and wife, Louise Turley, to Alabama Power Company, recorded in Deed Book 127, Pages 857-859, in the Probate Office of Randolph County, Alabama.

58. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated January 14, 1981, from Mary Magdeline Turley Coventry and husband, Bentley C. Coventry, to Alabama Power Company, recorded in Deed Book 128, Pages 297-299, in the Probate Office of Randolph County, Alabama.

59. In Sections 19 and 20, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated December 17, 1980, from Della White, a widow, to Alabama

BOOK 077 PAGE 718

Power Company, recorded in Deed Book 128, Pages 17-19, in the Probate Office of Randolph County, Alabama.

60. In Sections 19 and 24, Township 19 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 17, 1980, from Coleman White and wife, Mary F. White, to Alabama Power Company, recorded in Deed Book 128, Pages 31-33, in the Probate Office of Randolph County, Alabama.

61. In Section 19, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 6, 1981, from Coleman White and wife, Mary F. White, to Alabama Power Company, recorded in Deed Book 128, Pages 231-233, in the Probate Office of Randolph County, Alabama.

62. In Section 29, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 23, 1981, from Paul Holloway and wife, Inez Holloway, to Alabama Power Company, recorded in Deed Book 130, Pages 641-643, in the Probate Office of Randolph County, Alabama.

63. In Section 3, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated January 7, 1981, from Nancy Lee Robbins, a single woman, to Alabama Power Company, recorded in Deed Book 128, Pages 271-273, in the Probate Office of Randolph County, Alabama.

64. In Section 22, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated December 2, 1980, from Lois French Woodham and husband, Paton L. Woodham; John Harold Harmon and wife, Ann B. Harmon, to Alabama Power Company, recorded in Deed Book 127, Pages 965-967, in the Probate Office of Randolph County, Alabama.

65. In Section 22, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated December 21, 1980, from Blake Lamar Harmon and wife Pat Harmon, to Alabama Power Company, recorded in Deed Book 128, Pages 935-937, in the Probate Office of Randolph County, Alabama.

66. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 6, 1981, from David Gaither, Sr. and wife, Sara K. Gaither, to Alabama Power Company, recorded in Deed Book 128, Pages 260-262, in the Probate Office of Randolph County, Alabama.

67. In Sections 11, 12, and 13, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 13, 1981, from Aaron Meadows and wife, Marie Meadows; Robert C. Rampy and wife, Yvonne B. Rampy, to Alabama Power Company, recorded in Deed Book 128, Pages 305-309, in the Probate Office of Randolph County, Alabama.

68. In Section 13, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated January 19, 1981, from Henry S. Price, an unmarried man, to Alabama Power Company, recorded in Deed Book 128, Pages 636-638, in the Probate Office of Randolph County, Alabama.

69. In Sections 10 and 11, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 19, 1981, from Bertha Lee McCain, a widow, individually, and Bertha Lee McCain as executrix of the Estate of Howard McCain, Sr., to Alabama Power Company, recorded in Deed Book 128, Pages 343-345, in the Probate Office of Randolph County, Alabama.

70. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 17, 1980, from Myrtle Kerr and husband, J. M. Kerr, to Alabama Power Company, recorded in Deed Book 126, Pages 974-976, in the Probate Office of Randolph County, Alabama.

71. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 29, 1980, from Mary Nell Bannister and husband, Worth Bannister, to Alabama Power Company, recorded in Deed Book 127, Pages 332-336, in the Probate Office of Randolph County, Alabama.

72. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980, from W. Bryan Perry and wife, Virginia Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 196-198, in the Probate Office of Randolph County, Alabama.

73. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 26, 1980, from Alta P. Keeling and husband, Donald W. Keeling, to Alabama Power Company, recorded in Deed Book 127, Pages 137-140, in the Probate Office of Randolph County, Alabama.

BOOK 077 PAGE 720

74. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated October 15, 1980, from William H. Baker, a divorced man, to Alabama Power Company, recorded in Deed Book 127, Pages 550-552, in the Probate Office of Randolph County, Alabama.

75. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated October 21, 1980, from H. Perry Baker and wife, Margie Baker, to Alabama Power Company, recorded in Deed Book 127, Pages 434-436, in the Probate Office of Randolph County, Alabama.

76. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980, from Burtis D. Perry and wife, Martha Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 190-192, in the Probate Office of Randolph County, Alabama.

77. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 23, 1980, from Mary Perry Reid and husband, Donald Reid, to Alabama Power Company, recorded in Deed Book 127, Pages 111-113, in the Probate Office of Randolph County, Alabama.

78. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 26, 1980, from Fred D. Perry, attorney in fact for Alice Perry, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 184-186, in the Probate Office of Randolph County, Alabama.

79. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 26, 1980, from Fred D. Perry and wife, Kyra Dee Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 181-183, in the Probate Office of Randolph County, Alabama.

80. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980, from Opal Perry, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 169-171, in the Probate Office of Randolph County, Alabama.

81. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980, from J. V. Perry, Jr. and wife, Bonnie Perry, to Alabama

Power Company, recorded in Deed Book 127, Pages 166-168, in the Probate Office of Randolph County, Alabama.

82. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from James H. Perry and wife, Juddie M. Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 172-174, in the Probate Office of Randolph County, Alabama.

83. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from Miriam Perry, a widow, to Alabama Power Company, recorded in Deed Book 127, Pages 193-195, in the Probate Office of Randolph County, Alabama.

84. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from Shirley Jean Grant and husband, Huel Grant, to Alabama Power Company, recorded in Deed Book 127, Pages 175-177, in the Probate Office of Randolph County, Alabama.

85. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from Ann Haggerty and husband, Ford E. Haggerty, to Alabama Power Company, recorded in Deed Book 127, Pages 178-180, in the Probate Office of Randolph County, Alabama.

86. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from Aaron Perry and wife, Joyce Perry, to Alabama Power Company, recorded in Deed Book 127, Pages 187-189, in the Probate Office of Randolph County, Alabama.

87. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 30, 1980 from Charlotte W. Jackson, a divorced woman, to Alabama Power Company, recorded in Deed Book 127, Pages 297-300, in the Probate Office of Randolph County, Alabama.

88. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated October 2, 1980 from Earl P. Wilkinson and wife, Mary R. Wilkinson, to Alabama Power Company, recorded in Deed Book 127, Pages 273-275, in the Probate Office of Randolph County, Alabama.

BOOK 077 PAGE 722

89. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 26, 1980 from Doris Wilkinson Bailey and husband, J. G. Bailey, Jr., to Alabama Power Company, recorded in Deed Book 127, Pages 154-156, in the Probate Office of Randolph County, Alabama.

90. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 24, 1980, from Thomas V. Wilkinson and wife, Dot Wilkinson, to Alabama Power Company, recorded in Deed Book 127, Pages 163-165, in the Probate Office of Randolph County, Alabama.

91. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 24, 1980, from Ernest Wilkinson, Sr. and wife, Helen Wilkinson, to Alabama Power Company, recorded in Deed Book 127, Pages 108-110, in the Probate Office of Randolph County, Alabama.

92. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 24, 1980, from Catherine Ozley and husband, Olin Ozley, to Alabama Power Company, recorded in Deed Book 127, Pages 160-162, in the Probate Office of Randolph County, Alabama.

93. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated September 26, 1980, from Myrtle W. Stephenson, a divorced woman, to Alabama Power Company, recorded in Deed Book 127, Pages 157-159, in the Probate Office of Randolph County, Alabama.

94. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated October 28, 1980, from William J. Zorn, Jr. and wife, Wilma H. Zorn, to Alabama Power Company, recorded in Deed Book 127, Pages 538-540, in the Probate Office of Randolph County, Alabama.

95. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated February 11, 1981, from Richard B. Friedman and wife, Dorothy Friedman, to Alabama Power Company, recorded in Deed Book 128, Pages 633-635, in the Probate Office of Randolph County, Alabama.

96. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated March 2,

1981, from A. W. Hargett and wife, Margaret Hargett, to Alabama Power Company, recorded in Deed Book 128, Pages 792-796, in the Probate Office of Randolph County, Alabama.

97. In Section 33, Township 18 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated March 10, 1981, from A. O. Yarbrough, an unmarried man, to Alabama Power Company, recorded in Deed Book 128, Pages 779-781, in the Probate Office of Randolph County, Alabama.

98. In Sections 16, 21, and 22, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated March 12, 1981, from Aaron T. Meadows and wife, Marie Meadows; Burlin Meadows and wife, Gwen Meadows, to Alabama Power Company, recorded in Deed Book 128, Pages 746-750, in the Probate Office of Randolph County, Alabama.

99. In Section 3, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated February 18, 1981, from William C. Maytum and wife, LaVaughan J. Maytum, to Alabama Power Company, recorded in Deed Book 128, Pages 789-791, in the Probate Office of Randolph County, Alabama.

100. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated January 12, 1981, from Robert Green and wife, Leola Green, to Alabama Power Company, recorded in Deed Book 128, Pages 359-361, in the Probate Office of Randolph County, Alabama.

101. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 2, 1980, from Ruby Davenport and husband, John Davenport, to Alabama Power Company, recorded in Deed Book 127, Pages 872-874, in the Probate Office of Randolph County, Alabama.

102. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 3, 1980, from Mary Heard Finley, an unmarried woman, to Alabama Power Company, recorded in Deed Book 127, Pages 918-920, in the Probate Office of Randolph County, Alabama.

103. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 3, 1980, from Mattie Will Heard, a widow, to Alabama

Power Company, recorded in Deed Book 127, Pages 875-877, in the Probate Office of Randolph County, Alabama.

104. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 3, 1980, from Elizabeth H. Knight, an unmarried woman, to Alabama Power Company, recorded in Deed Book 127, Pages 869-871, in the Probate Office of Randolph County, Alabama.

105. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 15, 1980, from John M. Heard and wife, Norma J. Heard, to Alabama Power Company, recorded in Deed Book 128, Pages 143-145, in the Probate Office of Randolph County, Alabama.

106. In Section 26, Township 20 South, Range 10 East, Randolph County, Alabama, as described in perpetual easement dated December 10, 1980, from Warner Marable and wife, Betty J. Marable, to Alabama Power Company, recorded in Deed Book 127, Pages 991-993, in the Probate Office of Randolph County, Alabama.

107. In Sections 2 and 3, Township 20 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 1, 1981, from Frances K. Hanson, Jane Ann Williamson and Melinda K. Wilson, as Trustees for Hunter K. Hanson, Hannah Jean Hanson, Michael K. Williamson, Rhonda Williamson, Barry L. Wilson, Jr., Cameron Wilson, Patrick C. Wilson and Clinton Lewis Wilson, under that certain trust of R. H. Kerr and Exa Kerr for the benefit of their said grandchildren dated June 2, 1975 and recorded in Deed Book 119, Pages 189-194, in the Office of the Judge of Probate, Randolph County; Hunter K. Hanson and wife, Rosemary Hanson, individually; Hannah Jean Hanson, a single woman, individually; and Michael K. Williamson, a single man, individually; to Alabama Power Company, recorded in Deed Book 128, Pages 366-371, in the Probate Office of Randolph County, Alabama.

108. In Section 14, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated January 12, 1981 from Nettie Parker Haynes, a widow, to Alabama Power Company, recorded in Deed Book 128, Pages 266-268, in the Probate Office of Randolph County, Alabama.

109. In Sections 20, 21, 28, and 29, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual

easement dated November 5, 1980, from Tony R. Messer, Sr. and wife, Geneva L. Messer; Joe Lee Messer and wife, Walda Messer; and Sally D. Messer, an unmarried woman, to Alabama Power Company, recorded in Deed Book 127, Pages 758-760, in the Probate Office of Randolph County, Alabama.

110. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated July 14, 1981, from George V. Irons, Sr., a widower; William Lee Irons and wife, Karen Irons; William Earl Wright, Jr. and wife, Joy Wright; Rebecca Wright Gray and husband, William P. Gray, Jr.; Ruth Ellen Wright Behm and husband, Douglas Behm; Rosalie Wright, a single woman; Rosalie Wright Lovvorn, a widow; Mary Frances Wright LeSueur and husband, John R. LeSueur, to Alabama Power Company, recorded in Deed Book 130, Pages 83-88, in the Probate Office of Randolph County, Alabama.

111. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated May 13, 1981, from Tillman E. Trotter, a widower; Samuel E. Trotter, a single man; Phillip W. Trotter, a single man; and Rose Mary Hamilton, a single woman, to Alabama Power Company, recorded in Deed Book 130, Pages 80-82, in the Probate Office of Randolph County, Alabama.

112. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated July 10, 1981, from Gary Henry Wright and wife, Dianne Wright, to Alabama Power Company, recorded in Deed Book 130, Pages 74-76, in the Probate Office of Randolph County, Alabama.

113. In Sections 20, 29, and 30, Township 19 South, Range 11 East, Randolph County, Alabama, as described in perpetual easement dated May 29, 1981, from George V. Irons, Jr. and wife, Peggy Irons, to Alabama Power Company, recorded in Deed Book 130, Pages 77-79, in the Probate Office of Randolph County, Alabama.

114. In Sections 3 and 4, Township 19 South, Range 10 East, also in Sections 8, 17, and 33, Township 19 South, Range 11 East, all in Randolph County, Alabama, as described in perpetual easement dated July 29, 1981, from Madison Hilton Hooton and wife, Marian P. Hooton, to Alabama Power Company, recorded in Deed Book 130, Pages 258-260, in the Probate Office of Randolph County, Alabama.

115. In Section 36, Township 19 South, Range 10 East, Randolph County, Alabama, as described in the condemnation pleadings styled "Alabama Power Company v. Gladys Graves, et al" in the Probate Office of Randolph County, Alabama. Eddie B. Hull, a single man, as condemnee.

116. In Section 6, Township 20 South, Range 11 East, Randolph County, Alabama, as described in the condemnation pleadings styled "Alabama Power Company v. Gladys Graves, et al" in the Probate Office of Randolph County, Alabama. W. F. Pool and wife, Mary Dabbs Pool, as condemnees.

117. In Section 5, Township 18 South, Range 10 East, Randolph County, Alabama, as described in the condemnation pleadings styled "Alabama Power Company v. Gladys Graves, et al" in the Probate Office of Randolph County, Alabama. John David Turley, Jr., a minor, as condemnee.

118. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated March 25, 1980, from Earl P. Wilkinson and wife, Mary R. Wilkinson, to Alabama Power Company, recorded in Deed Book 125, Pages 1019-1020, in the Probate Office of Randolph County, Alabama.

119. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated March 15, 1980, from H. Perry Baker and wife, Margie Baker, to Alabama Power Company, recorded in Deed Book 125, Pages 1015-1016, in the Probate Office of Randolph County, Alabama.

120. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated March 3, 1980, from William H. Baker, a divorced man, to Alabama Power Company, recorded in Deed Book 125, Pages 1021-1022, in the Probate Office of Randolph County, Alabama.

121. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated February 27, 1980, from Mary Perry Reid and husband, Donald Reid, to Alabama Power Company, recorded in Deed Book 125, Pages 1017-1018, in the Probate Office of Randolph County, Alabama.

122. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated July 15, 1980, from Opal L. Perry, a widow; Rodney C. Perry and wife,

Judy G. Perry; Joel S. Perry and wife, Joanie G. Perry; and Susan P. Wilkins and husband, David H. Wilkins, being all the heirs at law and devisees under the Last Will and Testament of Calvin C. Perry, to Alabama Power Company, recorded in Deed Book 126, Pages 329-331, in the Probate Office of Randolph County, Alabama.

123. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated June 20, 1980, from Alta P. Keeling and husband, Donald W. Keeling, to Alabama Power Company, recorded in Deed Book 126, Pages 203-204, in the Probate Office of Randolph County, Alabama.

124. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated May 29, 1980, from J. V. Perry, Jr. and wife, Bonnie Perry, to Alabama Power Company, recorded in Deed Book 125, Pages 1026-1028, in the Probate Office of Randolph County, Alabama.

125. In Section 34, Township 19 South, Range 11 East, Randolph County, Alabama, as described in *deed of correction* dated May 29, 1980, from James H. Perry and wife, Juddie M. Perry, to Alabama Power Company, recorded in Deed Book 125, Pages 1023-1025, in the Probate Office of Randolph County, Alabama.

B. Additional lands for the Walter Bouldin Dam located as follows:

1. In Section 29, Township 19 North, Range 18 East, Elmore County, Alabama, described in the Final Order of Condemnation dated June 23, 1981 in Alabama Power Company v. Annie C. Grayson Johnson and husband, Walter Johnson; Owners Unknown, in the Probate Court of Elmore County, Alabama.

2. In Section 29, Township 19 North, Range 18 East, Elmore County, Alabama, described in the Final Order of Condemnation dated May 6, 1981 in Alabama Power Company v. Hattie B. Cook, et al, in the Probate Court of Elmore County, Alabama.

3. In Section 29, Township 19 North, Range 18 East, Elmore County, Alabama, described in the Final Order of Condemnation dated June 23, 1981 in Alabama Power Company v. Susie C. Haynes and husband, Eaton Haynes; Owners Unknown, in the Probate Court of Elmore County, Alabama.

4. In Section 29, Township 19 North, Range 18 East, Elmore County, Alabama, described in the Final Order of Condemnation dated June 23, 1981 in Alabama Power Company v. Palmer Martin,

a widow; Owners Unknown, in the Probate Court of Elmore County, Alabama.

C. Additional land for the Thurlow Dam located as follows:

1. In Sections 18, 19, and 30, Township 18 North, Range 22 East, Elmore County, Alabama, and in Sections 18, 19 and 30, Tallapoosa County, Alabama, as described in deed dated June 10, 1983, from Mount Vernon Mills, Inc., to Alabama Power Company, recorded on Roll 18, Frames 914-926, in the Probate Office of Elmore County, Alabama, and card 19822 in the Probate Office of Tallapoosa County, Alabama.

D. Lands for the Chandler Mountain Pumped Storage Hydro Project Site located as follows:

1. In Section 24, Township 12 South, Range 4 East, St. Clair County, Alabama, as described in deed dated September 7, 1983, from Louise S. Gross, as Attorney in Fact for Fannie Lee Bomar, to Alabama Power Company, recorded in Deed Book 148, Pages 462-463, in the Probate Office of St. Clair County, Alabama.

2. In Section 24, Township 12 South, Range 4 East, Etowah County, Alabama, as described in deed dated September 7, 1983, from Joel Osborn, Inc., to Alabama Power Company, recorded in Deed Book 1394, Pages 65-67, in the Probate Office of Etowah County, Alabama.

3. In Section 25, Township 12 South, Range 4 East, St. Clair County, Alabama, as described in deed dated December 15, 1983, from Louise S. Gross, as Attorney in Fact for Fannie Lee Bomar, to Alabama Power Company, recorded in Deed Book 149, Pages 69-70, in the Probate Office of St. Clair County, Alabama.

E. Additional Lands for the Birmingham Division Crew Headquarters located as follows:

1. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated September 24, 1984, from Sylvia Curtis Davis, a widow; Ruth Sturdivant and husband, George A. Sturdivant; Arthur J. McClung and wife, Helen McClung, to Alabama Power Company, recorded in Deed Book 2589, Pages 122-124, in the Probate Office of Jefferson County, Alabama.

2. Additional land for the Birmingham Division Crew Headquarters in Tuscaloosa County, Alabama, as described in deed dated July 31, 1984, from Lillie G. Watkins McCoy, a widow, to Alabama Power Company, recorded in Deed book 2548, Pages 888-889, in the Probate Office of Jefferson County, Alabama.

3. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 3, 1984, from E. S. Boyd and husband, George E. Boyd, to Alabama Power Company, recorded in Deed Book 2551, Pages 352-353, in the Probate Office of Jefferson County, Alabama.

4. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated July 17, 1984, from Safety Engineering and Supply Company, Inc., to Alabama Power Company, recorded in Deed Book 2540, Pages 533-535, in the Probate Office of Jefferson County, Alabama.

5. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated June 18, 1984, from The St. James Baptist Church, to Alabama Power Company, recorded in Deed Book 2529, Pages 607-609, in the Probate Office of Jefferson County, Alabama.

6. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated June 5, 1984, from Emma Lou Reese, an unmarried woman, to Alabama Power Company, recorded in Deed Book 2518, Pages 619-620, in the Probate Office of Jefferson County, Alabama.

7. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated June 11, 1984, from Willie Mae Johnson, a single woman, to Alabama Power Company, recorded in Deed Book 2521, Pages 364-365, in the Probate Office of Jefferson County, Alabama.

8. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated March 28, 1984, from Lillian Woods, a widow, to Alabama Power Company, recorded in Deed Book 2505, Pages 14-15, in the Probate Office of Jefferson County, Alabama.

9. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated April 30, 1984, from Iron & Steel Credit Union, to Alabama Power

BOOK 077 PAGE 730

Company, recorded in Deed Book 2498, Page 704, in the Probate Office of Jefferson County, Alabama.

10. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated April 26, 1984, from Ben D. Stone, a widower, to Alabama Power Company, recorded in Deed Book 2497, Pages 560-561, in the Probate Office of Jefferson County, Alabama.

11. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated March 6, 1984, from C. H. Chichester, Jr., as Executor of the Estate of Bertha W. Chichester, deceased, and pursuant to a power of sale contained in the Last Will and Testament of the said Bertha W. Chichester, deceased, and C. H. Chichester, Jr., individually, C. H. Chichester, III, individually, and Laurel R. Chichester, individually, to Alabama Power Company, recorded in Deed Book 2471, Pages 845-847, in the Probate Office of Jefferson County, Alabama.

12. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated March 13, 1984, from Anthony J. Ardovino and wife, Josephine T. Ardovino; Rosa Lee Princiotta and husband, Morris Princiotta; Anthony L. Ardovino and wife, Angela Ardovino; Ethel M. Schillaci and husband, Joe Schillaci; Charles R. Ardovino and wife, Mary Elizabeth Ardovino; Mary Ann Ardovino DeJohn and husband, Victor DeJohn, to Alabama Power Company, recorded in Deed Book 2476, Pages 884-885, in the Probate Office of Jefferson County.

13. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated March 20, 1984, from Elsie Green (Tinsley) Taylor, a widow, to Alabama Power Company, recorded in Deed Book 2478, Pages 562-563, in the Probate Office of Jefferson County, Alabama.

14. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated February 27, 1983, from Sylvia Curtis Davis, a widow, to Alabama Power Company, recorded in Deed Book 2467, Pages 215-216, in the Probate Office of Jefferson County, Alabama.

15. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated

March 30, 1984, from Ruth Wallace Dowdell, a widow, to Alabama Power Company, recorded in Deed Book 2484, Pages 484-485, in the Probate Office of Jefferson County, Alabama.

16. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated December 12, 1983, from Macedonia 17th Street Baptist Church, to Alabama Power Company, recorded in Deed Book 2432, Pages 833-835, in the Probate Office of Jefferson County, Alabama.

17. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated December 21, 1983, from Morris Slaughter and wife, Mary Slaughter, to Alabama Power Company, recorded in Deed Book 2435, Pages 828-829, in the Probate Office of Jefferson County, Alabama.

18. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated January 12, 1984, from Florence J. Henderson, a widow, to Alabama Power Company, recorded in Deed Book 2448, Pages 585-586, in the Probate Office of Jefferson County, Alabama.

19. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated January 27, 1984, from Joseph Stein, an unmarried man, to Alabama Power Company, recorded in Deed Book 2453, Pages 740-741, in the Probate Office of Jefferson County, Alabama.

20. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated December 12, 1983, from O. M. Cummings, III and wife, Sydney F. Cummings, to Alabama Power Company, recorded in Deed Book 2432, Pages 830-831, in the Probate Office of Jefferson County, Alabama.

21. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated November 22, 1983, from Georgia Mae Shepard Herndon, a widow; and Frank Eugene Shepard and wife, Minnie Shepard, to Alabama Power Company, recorded in Deed Book 2429, Pages 241-243, in the Probate Office of Jefferson County, Alabama.

22. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated November 8, 1983, from Martha Williams, an unmarried woman, to

BOOK 077 PAGE 732

Alabama Power Company, recorded in Deed Book 2424, Page 862, in the Probate Office of Jefferson County, Alabama.

23. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated November 8, 1983, from Susie B. Evans as Guardian of the Estate of Robyn Christal Williams, a minor, to Alabama Power Company, recorded in Deed Book 2424, Page 861, in the Probate Office of Jefferson County, Alabama.

24. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated November 7, 1983, from William Parker, a married man, to Alabama Power Company, recorded in Deed Book 2414, Pages 590-591, in the Probate Office of Jefferson County, Alabama.

25. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 27, 1983, from James E. Jones and wife, Ora L. Jones, to Alabama Power Company, recorded in Deed Book 2410, Pages 127-128, in the Probate Office of Jefferson County, Alabama.

26. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated November 10, 1983, from Robert L. Crook, Jr. and wife, Sara S. Crook, to Alabama Power Company, recorded in Deed Book 2416, Page 830, in the Probate Office of Jefferson County, Alabama.

27. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated May 16, 1983, from F. Don Siegal, Attorney-in-Fact for Mary Elizabeth Conway, to Alabama Power Company, recorded in Deed Book 2332, Pages 937-939, in the Probate Office of Jefferson County, Alabama.

28. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated September 29, 1983, from Federal Deposit Insurance Corporation, in its corporate capacity, to Alabama Power Company, recorded in Deed Book 2398, Pages 579-580, in the Probate Office of Jefferson County, Alabama.

29. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated

BOOK 077 PAGE 733

October 7, 1983, from Frank Robert Davis and wife, Catherine Giles Davis, to Alabama Power Company, recorded in Deed Book 2401, Pages 1-2, in the Probate Office of Jefferson County, Alabama.

30. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 18, 1983, from Rosa Lee Carpri, a widow, to Alabama Power Company, recorded in Deed Book 2407, Pages 258-259, in the Probate Office of Jefferson County, Alabama.

31. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 17, 1983, from Texaco Inc., to Alabama Power Company, recorded in Deed Book 2407, Pages 260-262, in the Probate Office of Jefferson County, Alabama.

32. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 7, 1983, from Ernest D. Poole and wife, Matera M. Poole; John A. Poole and wife, Countess J. Poole; and Minnie J. Poole Frazier, a widow, to Alabama Power Company, recorded in Deed Book 2401, Pages 3-4 in the Probate Office of Jefferson County, Alabama.

33. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated September 30, 1983, from Claytie Jane Jordan, a widow, to Alabama Power Company, recorded in Deed Book 2397, Pages 960-961, in the Probate Office of Jefferson County, Alabama.

34. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 3, 1983, from Kathryn D. Hodge, a widow, to Alabama Power Company, recorded in Deed Book 2397, Pages 962-963, in the Probate Office of Jefferson County, Alabama.

35. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 31, 1983, from Birmingham Realty Company, to Alabama Power Company, recorded in Deed Book 2383, Page 504, in the Probate Office of Jefferson County, Alabama.

36. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated

BOOK 077 PAGE 734

August 31, 1983, from Bernice Parker, an unmarried woman, to Alabama Power Company, recorded in Deed Book 2385, Page 682, in the Probate Office of Jefferson County, Alabama.

37. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 25, 1983, from Fred D. Coleman, Jr. and wife, Janices Coleman, to Alabama Power Company, recorded in Deed Book 2383, Page 505, in the Probate Office of Jefferson County, Alabama.

38. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 26, 1983, from Sam Slaughter and wife, Sara S. Slaughter, to Alabama Power Company, recorded in Deed Book 2383, Page 508, in the Probate Office of Jefferson County, Alabama.

39. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 25, 1983, from Raye Slaughter Jaffee and husband, Herman A. Jaffee, to Alabama Power Company, recorded in Deed Book 2383, Page 507, in the Probate Office of Jefferson County, Alabama.

40. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated August 23, 1983, from Koula Pappas and husband, Gus Pappas, to Alabama Power Company, recorded in Deed Book 2383, Page 506, in the Probate Office of Jefferson County, Alabama.

41. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in Vacation Resolution dated July 22, 1985, from the City of Birmingham, Alabama, to Alabama Power Company, recorded in Deed Book 2738, Pages 469-472, in the Probate Office of Jefferson County, Alabama.

42. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated January 31, 1986, from Joseph P. Bertella and wife, Catherine P. Bertella, to Alabama Power Company, recorded in Deed Book 2852, Pages 644-645, in the Probate Office of Jefferson County, Alabama.

43. Additional land for the Birmingham Division Crew Headquarters in Jefferson County, Alabama, as described in deed dated October 20, 1983, from First Alabama Bank of Birmingham as Trustee of the Estate of E. W. Taggart, deceased, to Alabama Power

BOOK 077 PAGE 735

Company, recorded in Deed Book 2411, Pages 91-92, in the Probate Office of Jefferson County, Alabama.

F. Additional Lands for the Birmingham General Office located as follows:

1. Additional land for the Birmingham General Office in Jefferson County, Alabama, as described in deed dated May 13, 1983, from Thomas E. Reynolds, Trustee of the Bankruptcy Estate of Caldwell Foundry & Machine Company, Inc., to Alabama Power Company, recorded in Deed Book 2332, Pages 976-977, in the Probate Office of Jefferson County, Alabama.

2. Additional land for the Birmingham General Office in Jefferson County, Alabama, as described in deed dated March 8, 1982, from Greyhound Lines, Inc., to Alabama Power Company, recorded in Deed Book 2177, Pages 270-271, in the Probate Office of Jefferson County, Alabama.

3. Additional land for the Birmingham General Office in Jefferson County, Alabama, as described in deed dated July 23, 1982, from Good Shepherd Pentecostal Holiness Church, to Alabama Power Company, recorded in Deed Book 2219, Page 742, in the Probate Office of Jefferson County, Alabama.

4. Additional land for the Birmingham General Office in Jefferson County, Alabama, as described in Declaration of Vacation instrument dated December 8, 1982, from City of Birmingham and South Central Bell Telephone Company, to Alabama Power Company, recorded in Deed Book 2347, Pages 178-182, in the Probate Office of Jefferson County, Alabama.

G. Lands for Additional Office Sites and Crew Headquarters located as follows:

1. The Sulligent Office Site in Lamar County, Alabama, as described in deed dated June 28, 1982, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 196, Pages 453-454, in the Probate Office of Lamar County, Alabama.

2. The West Mobile District Office Site in Mobile County, Alabama, as described in deed dated November 19, 1982, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 2415, Pages 252-253, in the Probate Office of Mobile County, Alabama.

BOOK 077 PAGE 736

3. The Brewton Local Office Site in Escambia County, Alabama, as described in deed dated December 16, 1982, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 398, Pages 139-140, in the Probate Office of Escambia County, Alabama.

4. The Jacksonville Local Office Site in Calhoun County, Alabama, as described in deed dated January 19, 1983, from Darlaine, Inc., to Alabama Power Company, recorded in Deed Book 1572, Pages 628-630, in the Probate Office of Calhoun County, Alabama.

5. The Dora Sub-district Office Site in Walker County, Alabama, as described in deed dated March 10, 1983, from Raymond L. Williams and wife, Mary Williams, to Alabama Power Company, recorded in Deed Book 1213, Pages 290-291, in the Probate Office of Walker County, Alabama.

6. The Reform District Office Building and Site in Pickens County, Alabama, as described in deed dated May 26, 1983, from Richard Walters, a widower; and Z. D. Vick, Jr. and wife, Elizabeth N. Vick, to Alabama Power Company, recorded in Deed Book 148, Pages 368-369, in the Probate Office of Pickens County, Alabama.

7. Additional land for the Reform District Office Site in Pickens County, Alabama, as described in deed dated May 26, 1983, from Richard Walters, a widower; and Z. D. Vick, Jr. and wife, Elizabeth N. Vick, to Alabama Power Company, recorded in Deed Book 148, Pages 370-371, in the Probate Office of Pickens County, Alabama.

8. The Alabaster District Office Site in Shelby County, Alabama, as described in deed dated December 19, 1983, from Eloise J. Halbert, a widow, to Alabama Power Company, recorded in Deed Book 352, Pages 43-44, in the Probate Office of Shelby County, Alabama.

9. The Marion Local Office Site in Perry County, Alabama, as described in deed dated December 22, 1983, from City of Marion, Alabama, a municipal corporation, to Alabama Power Company, recorded in Deed Book 499, Pages 248-250, in the Probate Office of Perry County, Alabama.

10. Additional land for the Anniston Office Site in Calhoun County, Alabama, as described in deed dated January 12, 1984, from Mable Clare Ellis, a single woman, to Alabama Power Company, recorded in Deed Book 1598, Pages 86-87, in the Probate Office of Calhoun County, Alabama.

BOOK 077 PAGE 737

11. The Enterprise District Office Site in Coffee County, Alabama, as described in deed dated March 20, 1984, from Lynda Collier and husband, William B. Collier, Jr.; Robert A. Culpepper and wife, Catherine D. Culpepper; and Wayne Palestini and wife, Joan T. Palestini, to Alabama Power Company, recorded in Deed Book 116, Pages 713-716, in the Probate Office of Coffee County, Alabama.

12. The Monroeville District Office Site in Monroe County, Alabama, as described in deed dated December 17, 1984, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 322, Pages 115-116, in the Probate Office of Monroe County, Alabama.

13. Additional land for the Southeast Division Office in Barbour County, Alabama, as described in deed dated May 13, 1985, from Eufaula Cotton Oil Company, a corporation, to Alabama Power Company, recorded in Deed Book E93, Pages 308-310, in the Probate Office of Barbour County, Alabama.

14. The Fort Deposit Local Office Site in Lowndes County, Alabama, as described in deed dated May 30, 1985, from William H. Lee and wife, Mary M. Lee, to Alabama Power Company, recorded in Deed Book 4B, Pages 432-433, in the Probate Office of Lowndes County, Alabama.

15. The York Local Office Site in Sumter County, Alabama, as described in deed dated April 25, 1983, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 142, Pages 36-37, in the Probate Office of Sumter County, Alabama.

16. Additional land for the Winfield Crew Headquarters in Marion County, Alabama, as described in deed dated February 5, 1982, from Luna Bee Moore, a widow; and Bonnye Shaw Henson and husband, William M. Henson, to Alabama Power Company, recorded in Deed Book 229, Pages 551-553, in the Probate Office of Marion County, Alabama.

17. The Ashland Crew Headquarters in Clay County, Alabama, as described in deed dated March 16, 1983, from The City of Ashland, Alabama, a municipal corporation, to Alabama Power Company, recorded in Deed Book 85, Pages 285-286, in the Probate Office of Clay County, Alabama.

18. The Eastern Division Crew Headquarters and Garage in Calhoun County, Alabama, as described in deed dated April 25, 1983,

BOOK 077 PAGE 738

from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 1580, Pages 17-19, in the Probate Office of Calhoun County, Alabama.

19. The Pelham Crew Headquarters in Shelby County, Alabama, as described in deed dated June 29, 1983, from Southeast Electric Service, Inc., to Alabama Power Company, recorded in Deed Book 348, Pages 194-196, in the Probate Office of Shelby County, Alabama.

20. The Pelham Crew Headquarters in Shelby County, Alabama, as described in *deed of correction* dated February 20, 1984, from Southeast Electric Service, Inc., to Alabama Power Company, recorded in Deed Book 353, Pages 403-405, in the Probate Office of Shelby County, Alabama.

21. The Jackson Crew Headquarters in Clarke County, Alabama, as described in deed dated January 30, 1985, from Lamar Allen Harrison and wife, Marceil Harrison, to Alabama Power Company, recorded in Deed Book 674, Pages 60-61, in the Probate Office of Clarke County, Alabama.

22. Additional land for the Fourth Street Crew Headquarters in Tuscaloosa County, Alabama, as described in instrument of declaration of vacation dated March 7, 1985, from City of Tuscaloosa, to Alabama Power Company, recorded in Deed Book 895, Pages 147-151, in the Probate Office of Tuscaloosa County, Alabama.

23. The Valley Sub-district Crew Headquarters in Chambers County, Alabama, as described in deed dated June 21, 1985, from Lee Trammell Smith and wife, Grace M. Smith; F. Stephen Smith and wife, Amy Patricia Smith; Marianne S. Finlay, a single woman; and Theo Smith and wife, Clara T. Smith, to Alabama Power Company, recorded in Deed Book 242, Pages 189-191, in the Probate Office of Chambers County, Alabama.

24. The Southern Division Crew Headquarters Complex in Montgomery County, Alabama, as described in deed dated February 4, 1986, from Kilby Property Associates, a joint venture formed pursuant to agreement executed as of March 31, 1978, composed of and between Newell Associates, an Alabama general partnership, and Morrissey Associates, a Missouri general partnership, to Alabama Power Company, recorded in Deed Book 775, Pages 477-479, in the Probate Office of Montgomery County, Alabama.

25. Additional land for Wiregrass Crew Headquarters in Henry County, Alabama, as described in deed dated November 9, 1981, from Charles McNeal and wife, Martha McNeal, to Alabama Power Company, recorded in Deed Book 107, Pages 414-415, in the Probate Office of Henry County, Alabama.

26. Roadway easement to West Mobile District Office in Mobile County, Alabama, as described in easement dated May 15, 1981, from N. Q. Adams, et al, to Alabama Power Company, recorded in Real Property Book 2256, Pages 247-258, in the Probate Office of Mobile County, Alabama.

27. Access road to Demopolis Crew Headquarters in Marengo County, Alabama, as described in quitclaim deed dated June 19, 1981, from James B. Whitfield, Jr. as Administrator of the Estate of G. T. Breitling, deceased, to Alabama Power Company, recorded in Deed Book 7L, Pages 539-540, in the Probate Office of Marengo County, Alabama.

28. Drainage easement for Montevallo District Crew Headquarters in Shelby County, Alabama, as described in easement dated July 30, 1982, from William B. Surface and wife, June C. Surface, to Alabama Power Company, recorded in Deed Book 341, Pages 591-592, in the Probate Office of Shelby County, Alabama.

H. Additional Land for the Powell Avenue Steam Plant, Jefferson County, Alabama located as follows:

1. Additional land for the Powell Avenue Steam Plant in Jefferson County, Alabama, as described in deed dated April 12, 1983, from The Great Alabama Southern Railroad Company, to Alabama Power Company, recorded in Deed Book 2326, Pages 208-210, in the Probate Office of Jefferson County, Alabama.

I. Additional Land for the General Services Complex, Shelby County, Alabama located as follows:

1. Additional land for the General Services Complex in Shelby County, Alabama, as described in deed dated April 19, 1984, from Etta Boles, an unmarried woman, and Central State Bank of Calera, Alabama, to Alabama Power Company, recorded in Deed Book 354, Pages 905-907, in the Probate Office of Shelby County, Alabama.

BOOK 077 PAGE 740

J. Coal Land Located in Walker County, Alabama located as follows:

1. Coal Lands in Walker County, Alabama, as described in deed dated March 5, 1973, from Osrowe B. Key and wife, Stashie E. Key, to Alabama Power Company, recorded in Deed Book 986, Pages 224-225, in the Probate Office of Walker County, Alabama.

K. Lands for Gauging Stations located as follows:

1. The Wadley River Gauging Station in Randolph County, Alabama, as described in deed dated January 24, 1984, from James W. Cleveland and wife, Cynthia J. Cleveland, to Alabama Power Company, recorded in Deed Book 136, Pages 203-204, in the Probate Office of Randolph County, Alabama.

2. The Hackneyville Rain Gauging Station in Tallapoosa County, Alabama, as described in deed dated January 29, 1985, from Wayne Williams, a single man, to Alabama Power Company, recorded on Deed Card 28100, in the Probate Office of Tallapoosa County, Alabama.

3. The Gaylesville Rain Gauging Station in Cherokee County, Alabama, as described in deed dated February 15, 1985, from Helen Webster Bell, a widow; Ann Bell Ledbetter and husband, Stanley Ledbetter; Elizabeth Bell Chestnut and husband, Richard Chestnut; and Ellen Bell Limbaugh and husband, Malley Limbaugh, to Alabama Power Company, recorded in Deed Book A-131, Pages 567-569, in the Probate Office of Cherokee County, Alabama.

L. Land for Holt Dam General Storage Site, Tuscaloosa County, Alabama located as follows:

1. The Holt Dam General Storage Site in Tuscaloosa County, Alabama, as described in deed dated March 22, 1985, from Alabama Property Company, to Alabama Power Company, recorded in Deed Book 894, Pages 354-355, in the Probate Office of Tuscaloosa County, Alabama.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the premises, property, franchises and rights, or any thereof, referred to in the foregoing granting clauses, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, franchises and rights and every part and parcel thereof.

TO HAVE AND TO HOLD all said premises, property, franchises and rights hereby conveyed, assigned, pledged or mortgaged, or intended so to be, unto the Trustee, its successor or successors in trust, and their assigns forever;

BUT IN TRUST, NEVERTHELESS, with power of sale, for the equal and proportionate benefit and security of the holders of all bonds and interest coupons now or hereafter issued under the Indenture, as supplemented and amended, pursuant to the provisions thereof, and for the enforcement of the payment of said bonds and coupons when payable and the performance of and compliance with the covenants and conditions of the Indenture, as supplemented and amended, without any preference, distinction or priority as to lien or otherwise of any bond or bonds over others by reason of the difference in time of the actual issue, sale or negotiation thereof or for any other reason, whatsoever, except as otherwise expressly provided in the Indenture, as supplemented and amended; and so that each and every bond now or hereafter issued thereunder shall have the same lien, and so that the principal of and premium, if any, and interest on every such bond shall, subject to the terms thereof, be equally and proportionately secured thereby and hereby, as if it had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Indenture.

AND IT IS EXPRESSLY DECLARED that all bonds issued and secured thereunder and hereunder are to be issued, authenticated and delivered, and all said premises, property, franchises and rights hereby and by the Indenture, as supplemented and amended, conveyed, assigned, pledged or mortgaged, or intended so to be (including all the right, title and interest of the Company in and to any and all premises, property, franchises and rights of every kind and description, real, personal and

BOOK 077 PAGE 742

mixed, tangible and intangible, acquired by the Company after the execution and delivery of the Indenture and whether or not specifically described in the Indenture or in any indenture supplemental thereto, except any therein expressly excepted), are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes expressed in the Indenture, as supplemented and amended, and it is hereby agreed as follows:

SECTION 1. There is hereby created a series of bonds designated as hereinbefore set forth (said bonds being sometimes hereinafter referred to as the "bonds of 1986 (First Series)"), and the form thereof shall be substantially as hereinbefore set forth. Bonds of 1986 (First Series) shall mature on the date specified in the form thereof hereinbefore set forth, and the definitive bonds of such series may be issued only as registered bonds without coupons. Bonds of 1986 (First Series) shall be in such denominations as the Board of Directors shall approve, and the execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. The serial numbers of bonds of 1986 (First Series) shall be such as may be approved by any officer of the Company, the execution thereof by any such officer to be conclusive evidence of such approval.

Bonds of 1986 (First Series), until the principal thereof shall have become due and payable, shall bear interest at the annual rate designated in the title thereof, payable semiannually on May 1 and November 1 in each year.

The principal of and the premium, if any, and the interest on the bonds of 1986 (First Series) shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, designated for that purpose.

The transfer of the bonds of 1986 (First Series) may be registered at the principal office of the Trustee, in the Borough of Manhattan, The City of New York, or at such other office or agency of the Company as the Company may from time to time designate. Bonds of 1986 (First Series) shall be exchangeable for other bonds of the same series, in the manner and upon the conditions prescribed in the Indenture, upon the surrender of such bonds at said principal office of the Trustee, or at such other office or agency of the Company as the Company may from time

to time designate. However, notwithstanding the provisions of Section 2.05 of the Indenture, no charge shall be made upon any registration of transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company.

The person in whose name any bond of 1986 (First Series) is registered at the close of business on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any registration of transfer or exchange thereof subsequent to the record date and prior to such interest payment date, except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such bond (or any bond or bonds issued, directly or after intermediate transactions, upon registration of transfer or exchange or in substitution thereof) is registered on a subsequent record date for such payment established as hereinafter provided. A subsequent record date may be established by the Company by notice mailed to the holders of bonds not less than ten days preceding such record date, which record date shall be not less than five nor more than thirty days prior to the subsequent interest payment date. The term "record date" as used in this Section with respect to any regular interest payment date shall mean the April 15 or October 15, as the case may be, next preceding such interest payment date, or, if such April 15 or October 15 shall be a legal holiday or a day on which banking institutions in the Borough of Manhattan, The City of New York, are authorized by law to close, the next preceding day which shall not be a legal holiday or a day on which such institutions are so authorized to close.

Except as provided in this Section, every bond of 1986 (First Series) shall be dated and shall bear interest as provided in Section 2.03 of the Indenture; provided, however, that, so long as there is no existing default in the payment of interest on such bonds, the holder of any bond authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall not be entitled to the payment of the interest due on such interest payment date and shall have no claim against the Company with respect thereto; provided, further, that, if and to the extent the Company shall default in the payment of the interest due on such interest payment date, then any such bond shall bear interest from the May 1 or November 1, as the case may be, next preceding the date of such bond, to which interest has been paid or, if

BOOK 077 PAGE 744

the Company shall be in default with respect to the interest due on November 1, 1986, then from May 1, 1986.

Any or all of the bonds of 1986 (First Series) shall be redeemable at the option of the Company, or by operation of various provisions of the Indenture, at any time and from time to time, prior to maturity, upon notice given by mailing the same, by first class mail postage prepaid, not less than thirty nor more than forty-five days prior to the date fixed for redemption to each registered holder of a bond to be redeemed (in whole or in part) at the last address of such holder appearing on the registry books, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, together (a), if redeemed otherwise than by the operation of Section 7.07 of the Indenture, of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any other Supplemental Indenture and otherwise than by the use of proceeds of released property, as defined in the Indenture, with a regular redemption premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth, provided, however, that none of the bonds of 1986 (First Series) shall be so redeemed prior to May 1, 1991 if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than the cost per annum appearing in the form of bond hereinbefore set forth, and (b), if redeemed by the operation of Section 7.07 of the Indenture, of Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981 or of Section 2 of this Supplemental Indenture or of the improvement fund provisions of any other Supplemental Indenture or by the use of proceeds of released property, as defined in the Indenture, either (i) with a special redemption premium, if any, equal to a percentage of the principal amount thereof determined as set forth in the tabulation appearing in the form of bond hereinbefore set forth or (ii) if no special redemption premium is so set forth, then without premium.

SECTION 2. The Company covenants that, so long as any bonds of 1986 (First Series) shall be outstanding under the Indenture, it will on or before June 1 in each year commencing with June 1, 1987:

(a) deposit with the Trustee, subject to the provisions of this Section, cash and/or bonds of any series authenticated under the

Indenture then outstanding (taken at their principal amount) in an amount equal to the "improvement fund requirement" (which term, as used in this Section, shall mean for any year an amount equal to one per centum (1%) of the aggregate principal amount of bonds of 1986 (First Series) authenticated and delivered by the Trustee pursuant to the provisions of Articles IV, V and VI of the Indenture, prior to January 1 of that year, after deducting from such aggregate principal amount the principal amount of bonds of 1986 (First Series) which, prior to January 1 of that year, have been deposited with the Trustee for cancellation as the basis for the release of property or for the withdrawal of cash representing proceeds of released property or have been purchased or redeemed by the use of proceeds of released property); or

(b) to the extent that it does not so deposit cash and/or bonds, certify to the Trustee unfunded net property additions in an amount equal to one hundred sixty-six and two-thirds per centum (166 $\frac{2}{3}$ %) of the portion of the improvement fund requirement not so satisfied.

The term "improvement fund certificate", as used in this Section, shall mean an accountant's certificate filed by the Company with the Trustee pursuant to this Section. Such certificate may be a separate certificate or it may be combined with an improvement fund certificate or certificates filed pursuant to the improvement fund provisions of the Indenture or of any other indenture or indentures supplemental thereto.

On or before the first day of June in each year, beginning June 1, 1987, so long as any bonds of 1986 (First Series) are outstanding under the Indenture, the Company shall deliver to the Trustee an improvement fund certificate showing the improvement fund requirement for that year, the amount of cash, if any, and the principal amount of bonds authenticated under the Indenture then outstanding, if any, then to be deposited by the Company with the Trustee and, if the Company elects to satisfy the improvement fund requirement for that year in whole or in part by the certification of unfunded net property additions, the amount, if any, of unfunded net property additions to be certified. The Company shall, concurrently with the delivery to the Trustee of such certificate, deposit with the Trustee the amount of cash, if any, and the principal amount of bonds, if any, shown in such certificate.

No property additions shall be certified in any improvement fund certificate pursuant to the provisions of this Section unless there shall be delivered to the Trustee with such certificate the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing

that the Company has unfunded net property additions equal to the amount so certified.

The Trustee shall hold any cash deposited with it under the provisions of this Section as a part of the mortgaged and pledged property until paid out as hereinafter provided. Any cash deposited with the Trustee under the provisions of this Section may, upon receipt by the Trustee of the written order of the Company signed by its President or a Vice President, of a treasurer's certificate such as is described in paragraph (2) of Section 4.05 of the Indenture and of an opinion of counsel,

(1) be withdrawn, used or applied by the Company in accordance with the provisions of paragraph (2), (3) or (4) of Section 10.05 of the Indenture, except that any premium required to be paid to purchase or redeem bonds shall be paid out of funds held by the Trustee under this Section and the Company shall not be required to furnish the Trustee with additional funds for such purpose or to reimburse the Trustee or the improvement fund for moneys so paid out. Interest and expenses in connection with purchases or redemptions pursuant to this Section shall be dealt with as provided in Section 9.05 of the Indenture; or

(2) be withdrawn by the Company to the extent of sixty per centum (60%) of the amount of unfunded net property additions certified to the Trustee for such purpose, but only upon receipt by the Trustee of the applicable certificates, opinion of counsel, instruments and cash, if any, required by paragraphs (3), (4), (5), (7), (9) and (10) of Section 4.05 of the Indenture, showing that the Company has unfunded net property additions equal to the amount so certified.

Bonds deposited with the Trustee pursuant to this Section, or purchased or redeemed by the use of cash deposited pursuant to this Section, shall be cancelled and shall not be thereafter made the basis for the authentication of bonds, the withdrawal, use or application of cash, or the release of property, under any of the provisions of the Indenture, or thereafter used to satisfy the requirements of this Section or of any other improvement fund provided for in the Indenture or in any indenture supplemental thereto or to satisfy an unsatisfied balance of the maintenance and replacement requirement (as defined in Section 7.07 of the Indenture) or to satisfy any replacement deficit pursuant to Section 3 of the Supplemental Indenture dated as of May 1, 1957 or Section 4 of the Supplemental Indenture dated as of October 1, 1981.

To the extent that unfunded net property additions are certified to the Trustee to satisfy the improvement fund requirement for any year in whole or in part or as a basis for the withdrawal of cash deposited with the Trustee under the provisions of this Section, the amount of such unfunded net property additions shall thereafter be deducted in computing the amount of unfunded net property additions under Section 1.11 of the Indenture and in computing gross property additions under Section 7.07 of the Indenture.

The Company covenants that it will not, in any calendar year prior to 1991, redeem any bonds of 1986 (First Series) through the operation of this Section or the improvement fund provisions of any other Supplemental Indenture in a principal amount which would exceed the improvement fund requirement for such year provided for in this Section.

SECTION 3. The Company covenants that the provisions of Section 4 of the Supplemental Indenture dated as of October 1, 1981, which are to remain in effect so long as any bonds of the 18 $\frac{1}{4}$ % Series due October 1, 1989 shall be outstanding under the Indenture, shall remain in full force and effect so long as any bonds of 1986 (First Series) shall be outstanding under the Indenture.

The Company covenants that it will not, in any calendar year, redeem any bonds of 1986 (First Series) through the operation of Section 7.07 of the Indenture, Section 3 of the Supplemental Indenture dated as of May 1, 1957, Section 4 of the Supplemental Indenture dated as of October 1, 1981 or this Section in a principal amount which would exceed one per centum (1%) of the aggregate principal amount of bonds of 1986 (First Series) initially authenticated and delivered under this Supplemental Indenture.

SECTION 4. The Company covenants that, so long as any bonds of 1986 (First Series) shall be outstanding under the Indenture, it will not, after March 31, 1986, declare or pay any dividends, or make any other distributions (except (a) dividends payable or distributions made in shares of common stock of the Company and (b) dividends payable in cash in cases where, concurrently with the payment of the dividend, an amount in cash equal to the dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its common stock), on or in respect of common stock of the Company, or purchase or otherwise acquire, or permit a subsidiary to purchase or otherwise acquire, for a consideration any shares of common stock of the Company, if the aggregate of such dividends, distributions and such consideration for purchase or other acquisition of shares of common stock of the Company after March 31, 1986 shall exceed:

(i) the earned surplus of the Company accumulated after March 31, 1986 (determined in accordance with generally accepted accounting principles and without giving effect to charges to earned surplus on account of such dividends, distributions or acquisitions or on account of the disposition of any amounts which may then be classified by the Company on its books as amounts in excess of the original cost of utility plant or to charges or credits to earned surplus applicable to the period prior to April 1, 1986, including charges for write-offs or write-downs of book values of assets owned by the Company on March 31, 1986), plus

(ii) the earned surplus of the Company accumulated prior to April 1, 1986 in an amount not exceeding \$234,000,000, plus

(iii) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purposes of this Section, in determining the earned surplus of the Company accumulated after March 31, 1986, there shall be deducted the dividends accruing subsequent to March 31, 1986 on preferred stock of the Company and the total amount, if any, by which the charges to income or earned surplus since March 31, 1986 as provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than the sum of the amounts equal to the product of the applicable percentage (as defined in Section 4 of the Supplemental Indenture dated as of October 1, 1981) and the mathematical average of the amounts of depreciable property (as defined in said Section 4) at the opening of business on the first day and at the close of business on the last day of each calendar year (and, proportionately, of each period of months which is less than a calendar year) subsequent to March 31, 1986 included in the period for which earned surplus is being determined; provided, however, that, so long as any bonds of any series created prior to September 1, 1981 are outstanding under the Indenture, if the total amount, if any, by which the aggregate of the charges to income or earned surplus since March 31, 1986 for repairs, maintenance and provision for depreciation of the mortgaged and pledged property (other than specially classified property) shall have been less than 15% of the gross operating revenues derived by the Company subsequent to March 31, 1986 from the mortgaged and pledged property (other than specially classified property), after deduction from such revenues of the aggregate cost of electric energy, gas and steam purchased for resale, is greater than such amount, then the amount to

be deducted in determining earned surplus shall be such greater amount. The term "consideration", as used in this Section, shall mean cash or fair value if the consideration be other than cash, and the term "provision for depreciation", as used in this Section, shall not be deemed to include provision for the amortization of any amounts classified by the Company on its books as amounts in excess of the original cost of utility plant.

BOOK 077 PAGE 750

SECTION 5. As supplemented by this Supplemental Indenture, the Indenture, as heretofore supplemented and amended, is in all respects ratified and confirmed, and the Indenture, as heretofore supplemented and amended, and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

SECTION 6. Nothing in this Supplemental Indenture contained shall, or shall be construed to, confer upon any person other than a holder of bonds issued under the Indenture, as supplemented and amended, the Company and the Trustee any right or interest to avail himself of any benefit under any provision of the Indenture, as heretofore supplemented and amended, or of this Supplemental Indenture.

SECTION 7. The Trustee assumes no responsibility for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

SECTION 8. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, said Alabama Power Company has caused this Supplemental Indenture to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and to be attested by its Secretary or one of its Assistant Secretaries, and said Chemical Bank, to evidence its acceptance hereof, has caused this Supplemental Indenture to be executed in its corporate name by one of its Vice Presidents or Senior Trust Officers and its corporate seal to be hereunto affixed and to be attested by one of its

Trust Officers, in several counterparts, all as of the day and year first above written.

ALABAMA POWER COMPANY,

By *William B. Hutchinson*
Vice President.

Attest:

John H. Snyder
Assistant Secretary.

Signed, sealed and delivered this
23rd day of May, 1986 by ALA-
BAMA POWER COMPANY in the
presence of

Berna Marino
Donna B. Weaver

BOOK 077 PAGE 751

CHEMICAL BANK,

By *[Signature]*
Vice President

Attest:

[Signature]
Trust Officer.

Signed, sealed and delivered this
27th day of May, 1986 by CHEMI-
CAL BANK in the presence of

B. Marchese
Michael Boyle



BOOK 077 PAGE 752

STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS.:

I, DOROTHY L. ESSIG, a Notary Public in and for said county, in said State, hereby certify that WILLIAM B. HUTCHINS, III, whose name as Vice President of ALABAMA POWER COMPANY, a corporation, is signed to the foregoing indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, 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 seal of office this 23rd day of May, 1986.

Dorothy L. Essig
DOROTHY L. ESSIG
My Commission Expires
May 11, 1990



STATE OF ALABAMA }
COUNTY OF JEFFERSON } SS.:

On the 23rd day of May, in the year one thousand nine hundred and eighty-six, before me personally came WILLIAM B. HUTCHINS, III, to me known, who, being by me duly sworn, did depose and say that he resides at 1620 Colesbury Circle, Birmingham, Alabama 35226; that he is a Vice President of ALABAMA POWER COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

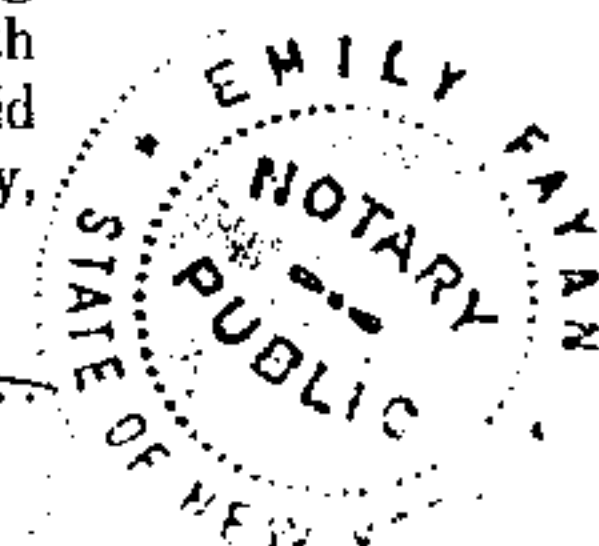
Dorothy L. Essig
DOROTHY L. ESSIG
My Commission Expires
May 11, 1990



STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

I, EMILY FAYAN, a Notary Public in and for said county, in said State, hereby certify that T. J. FOLEY, whose name as Vice President of CHEMICAL BANK, a corporation, is signed to the foregoing Indenture, and who is known to me, acknowledged before me on this day that, being informed of the contents of the indenture, 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 seal of office this 27th day of May, 1986.

Emily Fay
EMILY FAYAN
Notary Public, State of New York
No. [REDACTED]
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987

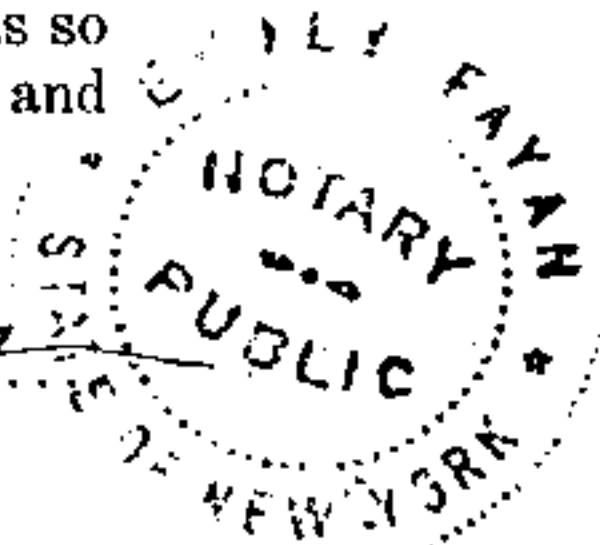


BOOK 077 PAGE 753

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS.:

On the 27th day of May, in the year one thousand nine hundred and eighty-six, before me personally came T. J. FOLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 94 South Fourth Street, Bethpage, N. Y. 11714; that he is a Vice President of CHEMICAL BANK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

Emily Fay
EMILY FAYAN
Notary Public, State of New York
No. [REDACTED]
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1987



BOOK 077 PAGE 754

STATE OF ALABAMA }
WALKER COUNTY } SS.:

I, STANLEY A. WADE, Judge of Probate of Walker County, hereby certify that the foregoing supplemental indenture has been filed for record in this office and simultaneously therewith a privilege tax of \$187,500 was paid, being the privilege tax required by Code of Alabama 1975, Section 40-22-2, on additional indebtedness of \$125,000,000 incurred under the indenture dated as of January 1, 1942, referred to in said supplemental indenture, which was first filed for record in this office.

This June 18, 1986

Stanley A. Wade
Judge of Probate

STATE-ALA-WALKER-CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

'86 JUN 18 P1:40

RECORDED-BACK AND PAGE
SHOWN ABOVE
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
TAX DO. 14 WALKER CO.
1986 JUN 23 PM 3:04

Stanley A. Wade, Jr.
JUDGE OF PROBATE

1. Deed Tax \$	_____
2. Mtg. Tax	_____
3. Recording Fee	<u>162.50</u>
4. Indexing Fee	<u>1.00</u>
TOTAL	<u>163.50</u>