

W. B. HAIRSTON ✓
C. H. MOSES, III
C. R. JOHANSON, III

STATE OF ALABAMA)

1103

JEFFERSON COUNTY)

MORTGAGE

4th Floor, 109 N. 20th St.
Birmingham, AL 35203

This indenture made on this 1st day of December, 1986, between SHERMAN INDUSTRIES, INC., a Delaware corporation, (hereinafter referred to as "Mortgagor") and AMSOUTH BANK, N.A., a national banking association, ("Mortgagee").

WITNESSETH:

Whereas the said Mortgagor, SHERMAN INDUSTRIES, INC., is and will be indebted to Mortgagee by the terms of a Note ("Loan Documents") of even date, in the principal sum of \$12,000,000.00, payable as therein provided.

Now therefore, the undersigned Mortgagor in consideration of the premises and to secure the payment of the obligations due and to become due pursuant to the terms of such Loan Documents and any other indebtedness (whether now existing or hereafter created) owed to Mortgagee by Mortgagor and in compliance with all the stipulations herein contained, does hereby grant, bargain, sell, and convey unto AMSOUTH BANK, N.A., their successors and assigns the real estate situated in Jefferson County, Alabama as more fully described in Exhibit "A", attached hereto, describing Real Estate located in Jefferson County, Alabama; Exhibit "B", attached hereto, describing Real Estate located in Tuscaloosa County, Alabama; Exhibit "C", attached hereto, describing Real Estate located in Shelby County, Alabama; Exhibit "D", attached hereto, describing Real Estate located in Madison County, Alabama; Exhibit "E", attached hereto, describing Real Estate located in Morgan County, Alabama; Exhibit "F", attached hereto, describing Real Estate located in Montgomery County, Alabama; Exhibit "G", attached hereto, describing Real Estate located in Walker County, Alabama; Exhibit "I", attached hereto, describing Real Estate located in Talladega County, Alabama; Exhibit "J", attached hereto, describing Real Estate located in Houston County, Alabama.

W \$2,000,000⁰⁰ of the proceeds of this loan have been applied on the purchase price of certain of the property described herein, conveyed to Mortgagor simultaneously herewith.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining; and

TOGETHER WITH any awards hereafter made for any taking of or injury to said premises through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefit of Mortgagee, all of which awards, damages, premiums and payments are hereby assigned to Mortgagee and may be at any time collected by it.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto Mortgagee, its successors and assigns, forever. And Mortgagor covenants with Mortgagee that it is lawfully seized of the estate herein mortgaged and has full power and right to sell and convey the same as aforesaid, that the said premises are free of all encumbrances except as herein set out, that the Mortgagee hereunder and its successors and assigns shall quietly enjoy and possess the same; and Mortgagor will warrant and forever defend the title to said premises unto Mortgagee, its successors and the assigns, against lawful claims of all persons whomsoever.

Mortgagor will pay all indebtedness secured hereby whether presently existing or hereafter incurred. The indebtedness secured hereby may be prepaid. In the event of any acceleration of the indebtedness by reason of non-payment, breach of any covenant or agreement, or other default, the Mortgagor covenant

to pay, in addition to all other amounts due, interest on and advances pursuant to the Note from maturity until paid at the rate set forth in said Note.

That, for the benefit of Mortgagee, Mortgagor will constantly keep in force fire and extended coverage insurance policies with respect to any and all buildings on said premises, such insurance to be provided in such manner and in such companies and for such amounts as may be required by Mortgagee, with loss, if any, payable to said Mortgagee as its interest may appear, and the Mortgagor

covenants to pay the premium on such policy or policies when due, to deliver to the Mortgagee upon its request the official receipts for such premium payments, and upon issue of such policies to promptly deposit them with the Mortgagee as collateral security for the payment of the indebtedness hereby secured. The Mortgagor further covenant that all insurance policies will contain a clause that prohibits them from being cancelled upon less than twenty (20) days notice to Mortgagee, and to deliver to the Mortgagee at least ten (10) days before the expiration of all such insurance policies, a renewal of such policy or policies, together with official receipts for the payment of the premium thereon. Mortgagor hereby transfers, assigns, sets over, and delivers to Mortgagee the fire and other insurance policies covering said property and any and all renewals thereof, the premiums on which have been or shall be paid by Mortgagor, and it is further agreed that all such insurance and insurance policies shall be held by Mortgagee as a part of the security for said indebtedness, and shall pass to, and become the property of, the purchaser at any foreclosure sale hereunder, without the necessity of specifically describing said insurance or insurance policies in the foreclosure notice, sale, deed or other proceedings in consummation of such foreclosure, and if the Mortgagor fails to keep said property insured as above specified then Mortgagee may, at its option, insure said property for its insurable value against loss by fire and other hazards, casualties and contingencies, for its own benefit, and any amount which may be expended for premiums on such insurance policies shall be secured by the lien of this mortgage and bear interest from the date of payment by Mortgagee; it being understood and agreed between the parties hereto that any sum, or sums, of money received for any damage by fire or other casualty to any building, or buildings, herein conveyed may be retained by the then holder of the indebtedness secured by this mortgage and applied toward payment of such indebtedness, either in whole or in part, or, at the option of the holder of said debt, same may be applied in payment for any repair or replacement of such building, or buildings, without affecting the lien of this mortgage for the full amount hereby secured. Mortgagor agree to give Mortgagee notice in writing of any damage to the mortgaged premises caused by fire or other casualty within ten (10) days after the occurrence of any such damage.

That said premises and the improvements thereon shall be kept in good condition and no waste committed or permitted thereon, natural wear and tear excepted, and all taxes and assessments or other charges which may be levied upon or accrue against said premises, as well as all other sums which may be or become liens or charges against same, shall be paid and discharged by Mortgagor promptly and when so levied or assessed, and shall not be permitted to become delinquent or to take priority over the lien of this mortgage.

No building or other improvement on the premises shall be structurally removed or demolished, without the Mortgagee's prior written consent, nor shall any fixture or chattel covered by the mortgage and adapted to the proper use and enjoyment of the premises be removed at any time without like consent. In the event of any breach of this covenant the Mortgagee may, in addition to any other rights or remedies, at any time thereafter, declare the whole of said indebtedness immediately due and payable.

That any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagors and shall not be permitted to take priority over the lien of this mortgage, provided that Mortgagor, upon first furnishing to Mortgagee reasonable security for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagors' expense, the validity of any such lien or liens. In those instances where Mortgagee's title policy protects it against such lien or liens such title policy shall be deemed to be sufficient security. Determination of whether said title policy protects Mortgagee shall be made solely by Mortgagee and shall be binding upon Mortgagor.

If Mortgagor shall fail to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued or assessed upon or against interest of Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, Mortgagee may, at its option, insure said property and/or pay said taxes, assessments, debts, liens

and/or charges, and any money which Mortgagee shall have so paid or become obligated to pay shall constitute a debt to Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear the highest legal interest from date paid or incurred and, at the option of the Mortgagee, shall be immediately due and payable.

No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such on the part of Mortgagors; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, debts, liens or charges.

If Mortgagee shall be made a party to any suit involving the title to the property hereby conveyed and employs an attorney to represent it therein, or if Mortgagee employs an attorney to assist in settling or removing any cloud on the title to the property hereby conveyed that purports to be superior to the lien of this mortgage in any respect, Mortgagor will pay to Mortgagee, when the same becomes due, such attorney's fee as may be reasonable for such services, and if such fee is paid or incurred by Mortgagee the same shall be secured by the lien of this mortgage in addition to the indebtedness specially secured hereby, and shall bear interest from the date it is paid or incurred and shall be at once due and payable.

All expenses incurred by Mortgagee, including attorney's fees, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

Mortgagors agree to pay a reasonable attorney's fee to Mortgagee should the Mortgagee employ an attorney to collect any indebtedness secured by this mortgage.

Notwithstanding that the assignment of awards hereinabove referred to shall be deemed to be self-executing, Mortgagor, after the allowance of a condemnation claim or award, and the ascertainment of the amount due thereon, and the issuing of a warrant by the condemnor for the payment thereof, shall execute, at Mortgagee's request, and forthwith deliver to Mortgagee, a valid assignment in recordable form, assigning all of such condemnation claims, awards or damages to Mortgagee, but not in excess of an amount sufficient to pay, satisfy and discharge the principal sum of this mortgage and any advances made by Mortgagee as herein provided then remaining unpaid, with interest thereon at the rate specified in the Note which this mortgage secures, to the date of payment, whether such remaining principal sum is then due or not by the terms of said Note or of this mortgage.

If Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions hereof, Mortgagee may proceed to collect the rent, income and profits from the premises, either with or without the appointment of a receiver; any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the cost of collecting the same, including any real estate commission or attorney's fee incurred, shall be credited first to advances with interest thereon, then to interest due on the principal indebtedness, and the remainder, if any, to the principal debt hereby secured.

It is further agreed that if Mortgagor shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained, or should default be made in the payment of any mechanic's lien, materialmen's lien, insurance premiums, taxes or assessments now, or which may hereafter be levied against, or which may become a lien on, said property, or should default be made in any of the covenants, conditions and agreements herein contained, or contained in the Loan Documents, then and in that event, the whole of said principal sum, with

101 PAGE 666
BOOK 666
interest thereon, and all other sums secured hereby, shall, at the option of the then holder of said indebtedness, be and become immediately due and payable and the holder of the debt hereby secured shall have the right to enter upon and take possession of said property and after, or without, taking such possession of the same, sell the mortgaged property at public outcry, in front of the courthouse door of the county wherein said property is located, to the highest bidder for cash, either in person or by auctioneer, after first giving notice of the time, place and terms of such sale by publication once a week for three (3) successive weeks in some newspaper published in said county, and, upon the payment of the purchase money, the Mortgagee or any person conducting said sale for it is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased in the name and on the behalf of Mortgagor, and the certificate of the holder of the mortgage indebtedness, appointing said auctioneer to make such sale, shall be prima facie evidence of his authority in the premises, or the equity of redemption from this mortgage may be foreclosed by suit in any court of competent jurisdiction as now provided by law in the case of past due mortgages, the Mortgage, or the then holder of the indebtedness hereby secured, may bid at any such sale and become the purchaser of said property if the highest bidder therefor. The proceeds of any such sale shall be applied (a) to the expenses incurred in making the sale and in all prior efforts to effect collection of the indebtedness secured hereby, including a reasonable attorney's fee, or reasonable attorneys' fees, for such services as may be, or have been necessary in any one or more of the foreclosure of this Mortgage, of the collection of said indebtedness, and of the pursuit of any efforts theretofore directed to that end, including, but without limitation to, the defense of any proceedings instituted by the Mortgagors or anyone liable for said indebtedness or interested in the mortgaged premises to prevent or delay, by any means, the exercise of said power of sale on the foreclosure of this Mortgage; (b) to the payment of whatever sum or sums Mortgagee may have paid out or become liable to pay, in carrying out the provisions of this mortgage, together with interest thereon; (c) to the payment and satisfaction of said principal indebtedness and interest thereon to the day of sale; and (d) the balance, if any, shall be paid over to Mortgagor, or Mortgagor's successors or assigns. In any event, the purchaser under any foreclosure sale, as provided herein, shall be under no obligation to see to the proper application of the purchase money.

Should Mortgagor become insolvent or bankrupt; or should a receiver of Mortgagor's property be appointed; or should Mortgagor intentionally damage or attempt to remove any improvements upon said mortgaged real estate; or should it be discovered after the execution and delivery of this instrument that there is a defect in the title to or a lien or encumbrance of any nature on said property prior to the lien hereof; or in case of an error or defect to the above described Loan Agreements or this instrument or in the execution or the acknowledgment thereof; or if a homestead claim be set up to said property or any part thereof adverse to this mortgage and if the said Mortgagor shall fail for thirty (30) days after demand by the Mortgagee, or other holder or holders of said indebtedness, to correct such defects in the title or to remove any such lien or encumbrance or homestead claim, or to correct any error in said Loan Agreements or this instrument or its execution; then, upon any such default, failure or contingency, the Mortgagee, or other holder or holders of said indebtedness, or any part thereof, shall have the option or right, without notice or demand, to declare all of said indebtedness then remaining unpaid immediately due and payable, and may immediately or at any time thereafter foreclose this mortgage by the power of sale herein contained or by suit, as such Mortgagee, or other holder or holders of said indebtedness, may elect.

It is expressly agreed that any indebtedness at any time secured hereby may be extended, rearranged or renewed, and that any part of the security herein described may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this instrument; and this instrument shall continue as a first lien on all of said lands and premises and other property and rights covered hereby and not expressly released until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of said indebtedness or any part thereof shall in any manner be impaired or affected by the execution of this instrument; and no security subsequently taken by Mortgagee or other holder or holders of said indebtedness shall in any manner impair or affect the security given by this instrument; and all security for the payment of said indebted-

ness or any part thereof shall be taken, considered and held as cumulative.

In the event of default, the Mortgagor agree that the Mortgagee shall be entitled without the necessity of a hearing or notice to Mortgagor to the appointment of a receiver to take care of the premises, to collect the rents, issues and profits, and to keep the premises in good repair, and to apply the rents, issues and profits to the payment of the debts secured hereby.

In the event of any change in the present ownership of all or any part of the mortgaged premises or any interest therein, either by affirmative action, by operation of law or otherwise, or in the event any further encumbrance of the mortgaged premises is created without Mortgagee's prior approval, Mortgagee may, at its option, declare the indebtedness due and payable in full.

If the indebtedness secured hereby, or any other debt owed by Mortgagor to Mortgagee, is now or hereafter further secured by security interest or mortgages, pledges, contacts of guaranty, assignments of leases, or other securities, the Mortgagee may, at its option, exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as the Mortgagee may determine.

Provided always that if the indebtedness secured by this mortgage is paid, and Mortgagee, its successors and assigns is reimbursed for any amounts it may have expended pursuant to the authorization of this mortgage, including without limitation, sums spent in payment of taxes, assessments, insurance or other liens and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void; otherwise it shall remain in full force and effect.

Wherever and whenever in this mortgage it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing and forwarded by registered or certified mail, return receipt requested, addressed as follows:

To Mortgagors: Attention: General Counsel
2131 Magnolia Avenue, South
Birmingham, Alabama 35201

To Mortgagee: Attention: Commercial Finance Department
Post Office Box 11007
Birmingham, Alabama 35288

or to such other address as either party may have given to the other by notice as hereinabove provided.

Singular or plural words used herein to designate the Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation, and all covenants and agreements herein contained shall bind the successors and assigns of the Mortgagors, and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

The unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies of Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law.

IN WITNESS WHEREOF, the party constituting Mortgagor has executed this Mortgage or has caused this Mortgage to be executed in its name and in its behalf, by persons thereunto duly authorized on the day and year first above written.

ATTEST

(Secretary)

SHERMAN INDUSTRIES, INC.

By:

(Its

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, in and for said County, in said State,
hereby certify that J. Thomas Holton, Jr., whose name as
President of SHERMAN INDUSTRIES, INC., a corporation, is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on this
day that, being informed of the contents of the conveyance, he, as such
officer, and with full authority, executed the same voluntarily for and as the
act of said corporation.

Given under my hand and official seal this 1st day of December, 1986.

Harry D. Mayfield
Notary Public MY COMMISSION EXPIRES DECEMBER 9, 1990
My Commission expires: _____

BOOK 104 PAGE 668

Tax proration by Counties:

Houston County	<u>5</u> %
Jefferson County	<u>35</u> %
Madison County	<u>5</u> %
Montgomery County	<u>20</u> %
Shelby County	<u>20</u> %
Tuscaloosa County	<u>5</u> %
Walker County	<u>10</u> %

EXHIBIT "A"

PARCEL I:

A parcel of land situated in the East 1/2 of the SE 1/4 of Section 5, Township 18 South, Range 3 West, being more particularly described as follows:

Beginning at the point of intersection of the Northerly right of way line of the Valley Creek Canal with the Westerly line of 18th Street, Southwest (also known as ~~Fayette Avenue~~) and run thence in a Northerly direction along the Westerly line of said street a distance of 310.15 feet to its intersection with the Southeasterly line of the right of way of the Seaboard Coastline Railroad (formerly the Atlanta, Birmingham and Coast Railroad); thence 116 degrees 32 minutes to the left in a Southwesterly direction along said Southeasterly line a distance of 442.58 feet to a point; thence 63 degrees 32 minutes to the left in a Southerly direction a distance of 274.50 feet to a point on the Northerly right of way line of the Valley Creek Canal; thence 112 degrees 11 minutes to the left in an Easterly direction along said Northerly right of way line a distance of 428.25 feet to the point of beginning.

Situated in Jefferson County, Alabama.

PARCEL II:

Part of the Southeast 1/4 of Section 5, Township 18 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the point of intersection of the West line of Fayette Avenue and the North line of Fairground Drive and run north along the West line of Fayette Avenue and the North line of Fairground Drive and run north along the West line of Fayette Avenue a distance of 159.32 feet to a point; thence 88 degrees, 24 minutes to the left and run west a distance of 422.48 feet to a point; thence 92.14 feet to the left and run South a distance of 159.38 feet to a point on the north line of Fairground Drive; thence 87 degrees, 46 minutes to the left and run east along the north line of Fairground Drive a distance of 419.63 feet to the point of beginning.

PARCEL III:

Beginning at a point where the northern line of 2nd Avenue South, (Avenue "B") intersects the western line of 12th Street, according to the present plan and survey of the City of Birmingham, Alabama; run thence in a northerly direction along the western line of said 12th Street a distance of 307 feet; run thence in a westerly direction parallel with the northern line of 2nd Avenue South (Avenue "B") a distance of 439.98 feet to what would be the center line of 11th Street if same were extended; run thence in a southerly direction parallel with the western line of 12th Street a distance of 307 feet to the northern line of 2nd Avenue South (Avenue "B"); run thence in an easterly direction along the northern line of said 2nd Avenue South (Avenue "B") a distance of 439.98 feet to point of beginning, being a part of the same property conveyed to the Merchants and Manufacturers Terminal, Inc. by deed of the Knight Iron & Metal Company, Inc., dated January 30, 1926 and recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Volume 1549, Page 137.

PARCEL V (a):

A part of the SW 1/4 of Section 34, Township 21 South, Range 10 West, in Tuscaloosa County, Alabama, said parcel being more particularly described as follows:

Start at the Northwest corner of the SW 1/4 of said Section; thence run in a Southerly direction and along the West boundary of the SW 1/4 of said Section for a distance of 100.14 feet to a point; thence with a deflection angle of 86 degrees 50 minutes to the left, run in an Easterly direction for a distance of 70.10 feet to a point; thence with a deflection angle of 86 degrees 59 minutes to the right, run in a Southerly direction for a distance of 190.0 feet to the point of beginning, said point lying on the East boundary of 32nd Avenue; thence continue in a Southerly direction and along the East boundary of 32nd Avenue; for a distance of 366.48 feet to a point; thence with a deflection angle of 89 degrees 43 minutes to the left, run in an Easterly direction for a distance of 820.75 feet to a point; thence with a deflection angle of 90 degrees 17 minutes to the left, run in a Northerly direction for a distance of 347.24 feet to a point; thence with a deflection angle of 88 degrees 22 minutes 36 seconds to the left, run in a Westerly direction for a distance of 821.13 feet to the point of beginning.

PARCEL V (b):

A part of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of Section 34, Township 21 South, Range 10 West in the City of Tuscaloosa, Alabama, described as follows:

To locate the point of beginning, start at the northwest corner of the Southwest Quarter of Section 34; thence southwardly along the west boundary of said Section 34 a distance of 100.14 feet to a point; thence eastwardly with a deflection angle of 86 degrees 59 minutes to the left and parallel to the north boundary of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) a distance of 70.10 feet to a point on the east boundary of 32nd Avenue; thence southwardly with a deflection angle of 86 degrees 59 minutes to the right and parallel to the west boundary of said Section 34 a distance of 556.48 feet to the point of beginning; thence continue southwardly parallel to and 70 feet east of the west boundary of said Section 34 a distance of 170 feet to a point; thence eastwardly with an interior angle of 90 degrees 17 minutes a distance of 820.75 feet to a point; thence northwardly with an interior angle of 89 degrees 43 minutes and parallel to the west boundary of said Section 34 a distance of 170 feet to a point; thence westwardly with an interior angle of 90 degrees 17 minutes a distance of 820.75 feet, more or less, to the point of beginning.

EXHIBIT "B"

Page 2

PARCEL V (c):

A part of the Northwest Quarter of the Southwest Quarter (NW 1/4 and SW 1/4) of Section 34, Township 21 South, Range 10 West in the City of Tuscaloosa County, Alabama, described as follows:

To locate the point of beginning, start at the northwest corner of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of the said Section 34; thence southwardly along the west boundary of the said Section 34 for a distance of 100.14 feet to a point; thence eastwardly with a deflection angle of 86 degrees 59 minutes to the left and parallel to the north boundary of the Northwest Quarter of the Southwest Quarter (NW 1/4 of SW 1/4) of the said Section 34 for a distance of 892.05 feet to a point; thence southwardly with a deflection angle of 86 degrees 59 minutes to the right for a distance of 170.00 feet to the point of beginning; thence continue southwardly along the extension southwardly of the last described line for a distance of 347.24 feet to a point; thence eastwardly with an interior angle of 90 degrees 17 minutes for a distance of 450.00 feet to a point; thence northeastwardly with an interior angle of 125 degrees 22 minutes for a distance of 425.81 feet to a point; thence westwardly with an interior angle of 54 degrees 38 minutes for a distance of 698.18 feet to the point of beginning.

PARCEL VI:

As a point of beginning start at the Southeast corner of Section 19, Township 21 South, Range 9 West and from said point of beginning run North along the East line of said Section 19 a distance of 1,403.4 feet to the Southeast corner of the property herein described; thence run in a Westerly direction with a bearing of North 87 degrees, 59 minutes West a distance of 660 feet to a point; thence run North a distance of 284.36 feet to a point on the South margin of the right-of-way of the Alabama Great Southern Railroad; run thence in an Easterly direction along the South margin of said right-of-way of the Alabama Great Southern Railroad to the point where the South margin of said right-of-way intersects said East line of said Section 19; run thence South along the East line of said Section 19 a distance of 256 feet to the point of beginning; the corners of the above described property are marked by iron stakes.

Situated in Tuscaloosa County, Alabama.

BOOK 104 PAGE 671

PARCEL VI:

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows:

Begin at the Southwest corner of said 1/4-1/4 section; thence in a Northerly direction along the west line of said 1/4-1/4 section a distance of 475 feet, more or less, to the center line of Bishop Creek, thence in a Southeasterly direction along said center line to the intersection of the South line of said 1/4-1/4 section; thence in a Westerly direction along said South line a distance of 1015.0 feet, more or less, to the point of beginning.

PARCEL VII:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of said Southwest 1/4 of the Northeast 1/4 of said Section; thence in an Easterly direction along the North line of said 1/4-1/4 section a distance of 539.46 feet; thence 93 degrees, 19 minutes, 30 seconds right, in a Southerly direction, a distance of 159.73 feet; thence 91 degrees 35 minutes 51 seconds right in a westerly direction, a distance of 295.0 feet; thence 4 degrees 55 minutes, 21 seconds left in a Westerly direction a distance of 232.80 feet; thence 87 degrees 05 minutes, 30 seconds left, in a Southerly direction a distance of 426.23 feet to the northerly right of way line of Industrial Park Drive; thence 90 degrees right in a Westerly direction along said right of way line a distance of 29.62 feet to the beginning of a curve to the right, said curve having a central angle of 18 degrees 15 minutes and a radius of 597 feet; thence along arc of said curve in a Northwesterly direction a distance of 190.34 feet to end of said curve and the beginning of a curve to the left, said curve having a central angle of 21 degrees, 09 minutes, 30 seconds and a radius of 292.71 feet; thence along arc of said curve in a Northwesterly direction a distance of 108.09 feet to end of said curve; thence 90 degrees right, in a Northerly direction a distance of 499.07 feet; thence 90 degrees right in an Easterly direction along the North line of said Southwest 1/4 of the Northwest 1/4 of said Section, a distance of 338.75 feet to the point of beginning.

PARCEL VIII:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the northwest corner of said Southwest 1/4 of the Northeast 1/4 of said Section 14; thence in a Southerly direction along the West line of said 1/4-1/4 section a distance of 134.19 feet to the point of beginning; thence 4 degrees, 23 minutes, 54 seconds right in a Southwesterly direction a distance of 426.23 feet to the Northerly right of way line of Industrial Park Drive; thence 90 degrees left, in a Southeasterly direction along said right of way line a distance of 198.38 feet to the beginning of a curve to the right said curve having a radius of 2065.57 feet and a central angle of 0 degrees, 56 minutes, thence along arc of said curve in a Southeasterly direction a distance of 53.61 feet; thence 90 degrees 51 minutes left (measured from tangent of said curve) in a southeasterly direction a distance of 438.33 feet; thence 95 degrees 19 minutes 30 seconds left in a Westerly direction a distance of 222.00 feet to the point of beginning.

PARCEL IX:

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 section, thence in a Westerly direction along the North line of said 1/4-1/4 section a distance of 338.75 feet to the point of beginning; thence 90 degrees left in a southerly direction a distance of 699.07 feet to the Northeasterly right of way line of the Atlantic Coast Line Railroad; thence in a Westerly direction along the Northerly line of said right of way a distance of 656.32 feet to a point on the bank of Bishop Creek; thence 108 degrees 24 minutes right in a Northeasterly direction a distance of 61.52 feet; thence 14 degrees 14 minutes left in a Northerly direction a distance of 135.36 feet; thence 20 degrees 35 minutes right in a Northeasterly direction a distance of 102.7 feet; thence 46 degrees 08 minutes left in a Northwesterly direction a distance of 81.15 feet; thence 16 degrees 48 minutes left in a Northwesterly direction a distance of 200.0 feet; thence 32 degrees 10 minutes right in a Northwesterly direction a distance of 103.15 feet to the North line of said 1/4-1/4 section; thence 97 degrees 21 minutes right along the North line of said 1/4-1/4 section in an Easterly direction a distance of 750.0 feet to the point of beginning. Said parcel contains 419.187 square feet or 9.62 acres.

PARCEL X

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section, Township and Range, thence in an Easterly direction along the North line of said 1/4-1/4 section a distance of 149.0 feet to the beginning of a traverse line West of Bishop Creek, West bank of said property; thence 73 degrees, 42 minutes, 06 seconds right in a Southeasterly direction a distance of 135.04 feet; thence 12 degrees, 03 minutes, 35 seconds left in a Southeasterly direction a distance of 132.86 feet; thence 0 degrees, 50 minutes, 48 seconds right in a Southeasterly direction a distance of 116.20 feet; thence 32 degrees, 33 minutes, 48 seconds right in a Southwesterly direction, a distance of 105.84 feet; thence 19 degrees, 16 minutes, 30 seconds right in a Southwesterly direction a distance of 92.07 feet; thence 15 degrees, 24 minutes left in a Southwesterly direction a distance of 81.45 feet to the North right of way line of Atlantic Coast Line Railroad; thence 80 degrees, 18 minutes, 36 seconds right in a Westerly direction along said right of way line of said Railroad a distance of 227.02 feet; thence 89 degrees, 13 minutes, 05 seconds right in a Northerly direction a distance of 622.63 feet to the point of beginning.

Said Parcel containing 28 acres, more or less.

PARCEL XI:

Begin at the intersection of the South line of the SW 1/4 of NE 1/4 of Section 6, Township 24, Range 13 East with the West right of way line of Enon Church Road (or Dry Valley Road); which said point of beginning is 253 feet East of the center of Section 6; from said point of beginning, run west along the South line of the SW 1/4 of NE 1/4 and South line of SE 1/4 of NW 1/4 a distance of 600 feet; thence North 1 degree West 621.29 feet to the South boundary of the right of way of the Montevallo-Calera paved highway; thence North 83 degrees, 25 minutes East along the South boundary of said highway right of way a distance of 271.97 feet; thence continue along South boundary of highway right of way North 82 degrees East a distance of 536.28 feet to an intersection with the West boundary line of the right of way of the Enon Church Road; thence along the west boundary of said Enon Church Road South 25 degrees, 30 minutes West 183 feet; thence South 25 degrees, 06 minutes West 279.46 feet; thence South 25 degrees West 198.31 feet; thence South 8 degrees, 54 minutes West 218.48 feet; to the point of beginning. All of the above described property being in the SW 1/4 of NE 1/4 and SE 1/4 of NW 1/4 of Section 6, Township 24, Range 13 East.

Said parcel containing 10 acres more or less.

Situated in Shelby County, Alabama.

LESS AND EXCEPT: Road right of way and except easement conveyed to the Water Works Board of the Town of Montevallo as shown by deed recorded in the Probate Office of Shelby County, Alabama in deed Book 178, Page 29. Subject to restrictive covenants as shown by Probate instrument recorded in the Probate Office of Shelby County, Alabama, in Deed Book 240, page 573-576, both inclusive.

EXHIBIT "D"

PARCEL XVI (a):

A tract of land in the Southwest Quarter of Section 23 and Northwest Quarter of Section 26, Township 4 South, Range 1 West, Madison County, Alabama, being more particularly described as follows, to-wit:

Begin at an iron rod, said rod being North 00 degrees 46 minutes 10 seconds East 293.96 feet from the Southwest corner of said Section 23; run thence North 89 degrees 53 minutes 57 seconds East, 1321.21 feet; run thence North 00 degrees 42 minutes 39 seconds East, 562.27 feet to an iron rod for corner; thence North 89 degrees 58 minutes 45 seconds East, 863.25 feet to an iron rod for corner; thence South 04 degrees 16 minutes 41 seconds East 636.85 feet to an iron pipe for corner, said pipe being on the North right-of-way of the L & N Railroad Spur; thence along said right-of-way South 75 degrees 38 minutes 52 seconds West 951.37 feet to an iron rod for corner; thence North 00 degrees 44 minutes 06 seconds East 278.39 feet; thence South 89 degrees 53 minutes 57 seconds West 1321.24 feet to an iron rod in Triana Boulevard; thence North 00 degrees 46 minutes 10 seconds East 30 feet to the point of beginning.

PARCEL XVI (b):

All that part of the Northwest quarter of Section 16, Township 3 South, Range 1 West, Madison County, Alabama, particularly described as beginning at a point which is located South 0 degrees 42 minutes West 1074.85 feet from the center of the North boundary of said Section 16; thence from the place of beginning South 0 degrees 42 minutes West 1099.25 feet; thence South 86 degrees 41 minutes West 350.0 feet; thence North 0 degrees 42 minutes East 250.0 feet; thence South 86 degrees 41 minutes West 154.0 feet; thence North 0 degrees 42 minutes East 200.0 feet; thence North 86 degrees 41 minutes East 54.0 feet; thence North 0 degrees 42 minutes East 280.0 feet; thence South 86 degrees 41 minutes West 54.0 feet; thence North 0 degrees 42 minutes East 179.0 feet; thence South 86 degrees 41 minutes West 351.47 feet; thence North 7 degrees 23 minutes East 677.04 feet; thence South 31 degrees 58 minutes East 504.23 feet; thence North 89 degrees 25 minutes East 502.90 feet to the place of beginning.

EXHIBIT "E"

All that certain parcel of land situated, lying and being in the City of Decatur, County of Morgan, State of Alabama, known and described as follows, to-wit: Beginning at a point on the northern margin of Market Street, S.E. (Railroad Avenue) 1233.37 feet southeastwardly from the eastern margin of Riverview Avenue, S.E.; thence northeastwardly and parallel with Riverview Avenue, S.E., with an angle to the left of 78 degrees 44' for a distance of 815.7 feet to the south margin of Front Street proposed; thence southeastwardly with an angle to the right of 78 degrees 44' and along the southern margin of said Front Street proposed for a distance of 177.8 feet to an iron pipe being the northwest corner of the Standard Oil Company's property; thence southwestwardly with an angle of 90 degrees 00' to the right, and along the westerly margin of said Standard Oil Company's property for a distance of 800 feet to the northern margin of Market Street, S.E. (Railroad Avenue); thence northwestwardly with an angle of 90 degrees 00' to the right and along the northern margin of Market Street, S.E., (Railroad Avenue) for a distance of 337.17 feet to the point of beginning, containing 4.73 acres, more or less, and situated in the NW1/4 of Section 21, Township 5 South, Range 4 West.

EXHIBIT "F"

PARCEL XIX:

Beginning at the point marked by an iron stake or pipe 1033 feet west and 380 feet north from the northwest corner of Furnace Street and Eighth Street, in North Montgomery, Alabama, and said point of beginning being west 483 feet, more or less, and south 921.0 feet, more or less, from the center of Section 36, Township 17, Range 17, thence north 1254 feet to Division Street, thence south 37 degrees 20 minutes west along Division Street 1580.2 feet to a point 70 feet easterly from the east side of the right of way of the Roquemore Gravel Company Railroad, thence South 48 degrees east 23 feet, and parallel to said railroad right of way, thence south 53 degrees east 48 feet, and parallel to said railroad right of way, thence south 58 degrees east 49 feet, and parallel to said railroad right of way, thence south 62 degrees east 48 feet, and parallel to said railroad right of way, thence south 68 degrees east 50 feet and parallel to said railroad right of way, thence south 61 degrees east 234 feet to the right of way of the Belt Line Railroad, thence along the Belt Line Railroad right of way in an easterly direction 585 feet; thence northerly 338.0 feet to the point of beginning.

PARCEL XX:

Beginning at the Southeast intersection of Parallel Street and Division Street and North 34° East 00' East, 1970 feet (more or less) from the Southwest corner of Section 36, Township 17 North, Range 17 East in North Montgomery, Alabama; thence North 37° 20' East, 125.7 feet; thence South 48° 00' East, 23.0 feet; thence South 53° 00' East, 48.0 feet; thence South 58° 00' East, 49.0 feet; thence South 62° 00' East, 48.0 feet; thence South 68° 00' East, 50.0 feet; thence South 61° 00' East, 234.0 feet to the North right-of-way line of the joint track of the L. & N. Railroad, Southern Railroad, and the Western of Alabama Railroad; thence Westerly along the said North right-of-way line 455.3 feet, to the intersection of said North right-of-way line and the Northeast side of Parallel Street; thence along said Northeast side, Northwesternly, 38.2 feet to the point of beginning. Said parcel lying in the North one-half of the Southwest quarter of Section 36, Township 17 North, Range 17 East and being in Montgomery County, Alabama.

PARCEL XXI:

Lot A, according to the Map of Kendrick Pipe Company Plat 1, as said Map appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 26, at Page 126.

BOOK 104 PAGE 677

PARCEL XXII:

Starting at the Northeast corner of the SW 1/4 of SW 1/4 of Section 5, Township 14 South, Range 7 West, situated in Walker County, Alabama and run Southerly along the East line of said SW 1/4 of SW 1/4 a distance of 455 feet, more or less, to the point of beginning, located 125 ft. southerly of and at right angles to the revised survey centerline of Project S276C; thence westerly along right of way line a distance of 736 feet to the centerline of the Old County Road, heretofore known as Old Russellville Road; thence southerly along the centerline of said County Road a distance of 287 feet, more or less, to where the County Road hits the North right of way line of Southern Railroad; thence southeasterly along the North right of way line of the Southern Railroad a distance of 866 feet to where the North line of the Southern Railroad intersects the East line of said SW 1/4 of SW 1/4; thence North along East line of said SW 1/4 of SW 1/4 a distance of 685.5 feet, more or less, to the point of beginning.

PARCEL XXVII:

A parcel of land located in the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West, Walker County, Alabama, more particularly described as follows:

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West and proceed in an easterly direction a distance of 784.1 feet; thence turn an angle of 93 degrees 25 minutes 45 seconds left a distance of 963.14 feet to the south right-of-way of the Prisco Railroad; thence turn an angle of 61 degrees 32 minutes right a distance of 73.07 feet to the point of beginning; thence continue along the south right-of-way of the Prisco Railroad a distance of 100.00 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds right a distance of 302.44 feet, more or less, to the north right-of-way of 26th Street; thence turn an angle of 118 degrees 40 minutes 42 seconds right a distance of 113.98 feet, more or less, along the north right-of-way of 26th Street; thence turn an angle of 61 degrees 19 minutes 18 seconds right a distance of 247.74 feet, more or less, to the point of beginning.

104 PAGE 678
800X

PARCEL XXV:

A parcel of land located in the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West, Walker County, Alabama, more particularly described as follows:

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West and proceed in an easterly direction along the south boundary of the northwest quarter of the southeast quarter a distance of 784.1 feet; thence turn an angle of 93 degrees 25 minutes 45 seconds left a distance of 963.14 feet to the south right of way of the Frisco Railroad; thence turn an angle of 61 degrees 32 minutes right a distance of 73.07 feet to the point of beginning; thence turn an angle of 90 degrees 00 minutes 00 seconds right a distance of 247.74 feet, more or less, to the north right of way of 26th Street; thence turn an angle of 105 degrees 34 minutes 34 seconds right a distance of 139.11 feet, more or less, along the north right of way of 26th Street; thence turn an angle of 74 degrees 25 minutes 26 seconds right a distance of 210.39 feet, more or less, to the north right of way of the Frisco Railroad; thence turn an angle of 90 degrees 00 minutes 00 seconds right a distance of 134.00 feet, more or less, to the point of beginning.

PARCEL XXVI:

A parcel of land located in the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West, Walker County, Alabama, more particularly described as follows:

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West, and proceed in an easterly direction along the south boundary of the northwest quarter of the southeast quarter a distance of 784.1 feet; thence turn an angle of 95 degrees 25 minutes 45 seconds left a distance of 963.14 feet to the south right-of-way of the Frisco Railroad; thence turn an angle of 118 degrees 28 minutes left a distance of 60.93 feet along the south right-of-way of the Frisco Railroad to the point of beginning; thence continue along the south right-of-way of the Frisco Railroad a distance of 50.00 feet; thence turn an angle of 90 degrees 00 minutes 00 seconds left a distance of 206.3 feet, more or less to the north right-of-way of 26th Street; thence turn an angle of 85 degrees 19 minutes 22 seconds left a distance of 50.17 feet, more or less along the north right-of-way of 26th Street; thence turn an angle of 94 degrees 40 minutes 38 seconds left a distance of 210.39 feet, more or less to the point of beginning.

629
PAGE 679
104
101
808

PARCEL XXIII:

A parcel of land located in the northwest quarter of the southeast quarter of Section 16, Township 14 South, Range 7 West, Walker County, Alabama, more particularly described as follows:

Commence at the southwest corner of the NW 1/4 of the SE 1/4 of Section 16, Township 14 South, Range 7 West, and proceed in an easterly direction along the south boundary of the northwest quarter of the southeast quarter a distance of 784.1 feet; thence turn an angle of 93 degrees 25 minutes 45 seconds left a distance of 963.14 feet to the south right of way of the Frisco Railroad; thence turn an angle of 61 degrees 32 minutes right a distance of 173.07 feet along the South right of way of the Frisco Railroad to the point of beginning; thence continue along the south boundary of the Frisco Railroad a distance of 356.00 feet, more or less, to the intersection of the west right of way of the Southern Railroad; thence turn an angle of 103 degrees 31 minutes 22 seconds right along the west right of way of the Southern Railroad a distance of 212.00 feet, more or less; thence turn an angle of 15 degrees 50 minutes 53 seconds right a distance of 231.57 feet, more or less, to the north right of way of 26th Street; thence turn an angle of 89 degrees 18 minutes 27 seconds right a distance of 219.82 feet, more or less, along the north right of way of 26th Street; thence turn an angle of 61 degrees 19 minutes 18 seconds right a distance of 302.44 feet, more or less, to the point of beginning.

PARCEL XXIV:

13.8 acres, more or less, located in the W 1/4 of SE 1/4 of Section 16, Township 14 South, Range 7 West, City of Jasper, Walker County, Alabama, more completely described as follows:

Start at the SW corner of the SW 1/4 of SE 1/4 of said Section 16, thence North 87 degrees 13 minutes East for 905.0 feet along the south boundary line of said W 1/2; thence North 5 degrees 42 minutes West for 979.1 feet to the NE corner of National Mattress Company property; thence continue North 5 degrees 42 minutes West for 60.0 feet to a point in the North R/W of 29th Street; thence South 84 degrees 15 minutes West for 461.13 feet to the point of beginning at the intersection of said 29th Street North R/W and the East bank of Town Creek; thence North 84 degrees 15 minutes East for 645.26 feet along the north R/W of said 29th Street to its intersection with the west R/W of the unnumbered street; thence North 5 degrees 44 minutes West for 1020.75 feet along said west R/W of unnumbered street to its intersection with the south R/W of 26th Street; thence South 84 degrees 15 minutes West for 214.19 feet along said south R/W; thence South 55 degrees 15 minutes West for 481.30 feet along said south R/W of 26th Street to its intersection with the east bank of Town Creek; thence in a Southerly direction for 850 feet, more or less, along the said east bank of Town Creek to the point of beginning.

EXHIBIT "I"

PARCEL XIII:

Begin at the Southwest corner of the SE 1/4 of the SW 1/4 of Section 30, Township 21, Range 4 East and go north along the West Line of said forty a distance of 308 feet, more or less, to a point on the North right-of-way of the L. & N. Railroad; thence go east along the north line of said right-of-way a distance of 1181.13 feet for a point of beginning; from said point of beginning go north and parallel to the west line of said forty a distance of 844 feet, more or less, to a point on the South line of Edwards Street; thence go West along the South line of Edwards Street a distance of 410 feet to a point; thence go South and parallel to the West line of said forty a distance of 844 feet, more or less, to a point on the North right-of-way line of the L. & N. Railroad; thence go East and along the North line of said right-of-way a distance of 410 feet to the point of beginning of the tract herein described, situated in Talladega County, Alabama.

AND ALSO

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 30, Township 21, Range 4, more particularly described as follows:

Commence at the Southwest corner of said Forty; thence run North along the West boundary of said Forty for a distance of 308 feet to a point; thence turn East and run along the North right-of-way line of the Louisville-Nashville Railroad for a distance of 1181.13 feet to the point of beginning of the property herein conveyed; thence continue along said right-of-way for a distance of 60 feet to a point; thence turn left at an angle of 89 degrees 24 minutes and run for a distance of 247 feet to a point; thence run West parallel to said right-of-way for a distance of 60 feet to a point on the East boundary of property now owned by the grantee; thence turn and run South on a line parallel to the East boundary of the property herein described for a distance of 247 feet to the point of beginning of the property herein conveyed. This property is further described as follows:

Begin at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 30, Township 21, Range 4, and thence run North along the East boundary of said Forty for a distance of 347.4 feet to a point on the North right-of-way line of the L & N Railroad; thence turn to the left and run along the North boundary of said L & N Railroad right-of-way for a distance of 61.75 feet to a point of beginning of the property herein conveyed; thence turn to the right at an angle of 90 degrees and 31 minutes and run for a distance of 247 feet to a point; thence turn left and run for a distance of 60 feet on a line parallel to said North right-of-way line to a point on the East boundary of lands now owned by the grantee; thence turn left and run South along said East boundary for a distance of 247 feet to the North boundary of said right-of-way; thence turn to the left and run East along said right-of-way for a distance of 60 feet to the point of beginning of the property herein conveyed.

EXHIBIT "J"

PARCEL XVII:

A triangular parcel or lot of land situate, lying and being partly in the NE 1/4 of the SE 1/4 and partly in the SE 1/4 of the NE 1/4, Section 11, Township 3, Range 26 East, Houston County, Alabama, more particularly described as follows:

Commencing at a point on the East line of the Northeast quarter of the Southeast quarter of Section 11, Township 3, Range 26, which said point is 45 feet North of the southeast corner thereof and which said point is on the east line of the right-of-way of the Atlantic Coast Line R.R. Company; thence running North along the Section line 1530 feet; thence Southwesterly, 580 feet, to a point on the east line of the right of way of the A. C. L. R. R. Co.; thence southeasterly 1530 feet along the east line of the A. C. L. R. R. Co. to the point of beginning.

PARCEL XVIII:

One triangular piece of land lying in NW 1/4 of SW 1/4 and SW 1/4 of NW 1/4 of Section 12, Township 3 North, Range 26 East, Houston County, Alabama, more particularly described as follows:

Commencing at a point 240 feet north of the northwest corner of the SW 1/4 of Section 12, and running south at an angle of 14 degrees and 15 minutes east for a distance of 1597 feet to the south line of the NW 1/4 of the SW 1/4; thence West along said land line 350 feet, more or less, to the section line; thence north along said section line to starting point, less a small triangular shaped lot or parcel of land in the SW corner of the NW 1/4 of the SW 1/4 of said Section 12, belonging to the A. C. L. Railroad.

LESS AND EXCEPT THE FOLLOWING:

One tract or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows:

Beginning at a point on the west side of Twitchell Road 7.10 feet north of the point where the south line of the NW 1/4 of the SW 1/4 of Section 12, Township 3 North, Range 26 East intersects the West right-of-way line of said Road and running thence South 88° 40' West, along the north side of the property owned by Couch Construction Company 311.99 feet to the Easterly right-of-way line of the Seaboard Coast Line Railroad; thence North 20° 37' West, along the East right-of-way line of the Seaboard Coast Line Railroad 474.11 feet to a point 1098.39 feet south of the northwest corner of the property formerly owned by Universal Concrete Pipe (now Allied Products Co.) thence North 73° 53' East, 380.03 feet to the West side of Twitchell Road at a point 30 feet from the centerline of the paved portion of said Street, thence South 11° 52' 25' East, along the West side of said Twitchell Road 553.59 feet to the Point of Beginning and being in the NW 1/4 of the SW 1/4 of Section 12, and in the NE 1/4 of the SE 1/4 of Section 11, Township 3 North, Range 26 East.

53.50

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

1986 DEC -4 PM 4: 04

RECORDED & INDEXED
BY 18680
FOR THIS INSTRUMENT

O. H. Torner
JUDGE OF PROBATE

BOOK 104 PAGE 683

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

1986 DEC 11 PM 12: 16

Thomas A. Sumner, Jr.
JUDGE OF PROBATE

State of Alabama
Jefferson County

I, the undersigned, as Judge of the Court of Probate,
in and for said County, in said State, hereby certify that
the foregoing is a full, true and correct copy of the
instrument with the filing of same as appears of
record in this office in Vol. 3041 Recall of

on page 183
Given under my hand and official seal, this the

4th day of Dec 19 86

O. H. Torner
Judge of Probate

1. Dead Tax \$ Tax Plan Jeff Co.
2. Map Tax
3. Recording Fee 52.50
4. Indexing Fee 1.00
TOTAL 53.50