

THIS INSTRUMENT PREPARED BY:

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**SECOND LOAN MODIFICATION AGREEMENT AND
AMENDMENT TO LOAN DOCUMENTS**

STATE OF ALABAMA

COUNTIES OF SHELBY AND
JEFFERSON

THIS SECOND LOAN MODIFICATION AGREEMENT AND AMENDMENT TO LOAN DOCUMENTS (this "Agreement") is being entered into as of the 29 day of June, 1988, by and between CENTRAL BANK OF THE SOUTH, an Alabama state banking corporation ("Bank") and DONNIE F. TUCKER, a married man (the "Borrower").

P R E A M B L E

The Borrower is the maker of a certain \$900,000 Promissory Note dated as of July 21, 1987, (the "Note"), which evidences a certain \$900,000 loan from the Bank to the Borrower (the "Loan"). The Loan was extended pursuant to a certain Loan Agreement for Development Financing by and between the Bank and the Borrower dated as of July 21, 1987, which was amended by a certain Loan Modification Agreement and Amendment to Loan Documents (the "First Loan Modification Agreement") dated as of May 18, 1988, (collectively, the "Loan Agreement"), and is secured by, among other things, (i) a Mortgage and Security Agreement, dated as of July 21, 1987, recorded at Real Volume 3207, page 744 in the office of the Judge of Probate of Jefferson County, Alabama, on the real property described on Exhibit A hereto and the improvements and personal property related thereto, which was amended to add as collateral for the Loan the real property described on Exhibit B hereto and the improvements and personal property related thereto by a certain Amendment No. 1 to Mortgage and Security Agreement dated as of May 18, 1988, executed by the Borrower and the Bank in two counterparts, one counterpart of which was recorded at Real Volume 3390, page 960 in the office of the Judge of Probate of Jefferson County, Alabama, and the other counterpart of which was recorded at Real Volume 186, page 279 in the office of the Judge of Probate of Shelby County, Alabama (collectively, the "Mortgage"); (ii) a Security Agreement dated as of July 21, 1987, which was amended to add as collateral for the Loan the improvements and personal property related to the real property described on Exhibit B hereto

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Ticker Title

by the First Loan Modification Agreement (collectively, the "Security Agreement"); (iii) an Assignment of Rents and Leases dated July 21, 1987, recorded at Real Volume 3207, page 734 in the office of the Judge of Probate of Jefferson County, Alabama, relating to the property described on Exhibit A, hereto which was amended to add as collateral for the Loan the rents and leases relating to the real property described on Exhibit B hereto by a certain Amendment No. 1 to Assignment of Rents and Leases dated as of May 18, 1988, executed by the Borrower and the Bank in two counterparts, one counterpart of which was recorded at Real Volume 3390, page 951 in the office of the Judge of Probate of Jefferson County, Alabama, and the other counterpart of which was recorded at Real Volume 186, page 313 in the office of the Judge of Probate of Shelby County, Alabama (collectively, the "Assignment of Rents"); (iv) UCC-1 Financing Statements (the "UCC-1s"); (v) a Pledge Agreement dated as of July 21, 1987, from Tucker Utility Contractors, Inc., to Bank, pledging the annuities described therein (the "Pledge Agreement"); (vi) Collateral Assignments of Annuities from Tucker Utility Contractors, Inc., to Bank (the "Collateral Assignments of Annuities"); and (vii) Collateral Assignments of Annuity Certificates from Tucker Utility Contractors, Inc. to Bank (the "Collateral Assignments of Annuity Certificates"), all as more particularly described in the Loan Agreement. The Note, the Loan Agreement, the Mortgage, the Security Agreement, the Assignment of Rents, the UCC-1s, the Pledge Agreement, the Collateral Assignments of Annuities, the Collateral Assignments of Annuity Certificates, and all other documents evidencing, securing, guaranteeing, relating to, or executed or delivered in connection with the Loan are hereafter collectively referred to herein as the "Loan Documents".

The Bank and the Borrower have agreed to renew and modify the Loan, and to amend the Loan Documents.

Accordingly, the Bank and the Borrower have agreed that the Loan shall be modified and renewed, and that the Loan Documents shall be amended as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Bank to renew and modify the Loan, the parties, intending to be legally bound hereby, agree as follows:

A. Amendment of Loan Agreement. The Loan Agreement shall be and the same hereby is amended as follows:

- (i) by changing the amount of the Loan wherever referred to therein from "NINE HUNDRED THOUSAND AND NO/100 DOLLARS" to "ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS", or from "\$900,000.00" to "\$1,124,000.00", as applicable;
- (ii) By changing the date in the definition of Development Period in the second paragraph of the Preamble from June 1, 1988, to September 1, 1988;
- (iii) By changing Section 1.09 to read in its entirety as follows:

Sale and Release of Lots in Project; Pay-Off of Loan. Subject to the provisions of this Section 1.09, Lender shall receive in payment of the Loan one hundred percent (100%) of the Net Proceeds received by the Borrower upon the sale of each lot contained in the Project. Upon the receipt of one hundred percent (100%) of the Net Proceeds of the sale of a lot, Lender shall release such lot from the coverage of the Mortgage, provided one hundred percent (100%) of the Net Proceeds of such sale equal at least (i) \$14,000.00 if the lot sold is located in the section of the Project shown on the Plans as Brittany Place; or (ii) \$15,500.00 if the lot sold is located in the section of the Project shown on the Plans as Heather Downs. If one hundred percent (100%) of the Net Proceeds of such a sale equals more than \$14,000.00 and the lot sold is located in Brittany Place, or \$15,500.00 and the lot sold is located in Heather Downs, Lender, in its sole discretion, may allow Borrower to retain all or a portion of the amount in excess of \$14,000.00 (if the lot sold is located in Brittany Place) or \$15,500.00 (if the lot sold is located in Heather Downs). As used herein, the term "Net Proceeds" shall mean the purchase price of a lot minus the expenses incurred by Borrower in connection with the sale of the lot; provided, however, that in no event shall the Net Proceeds of a sale be less than ninety percent (90%) of the purchase price of the lot sold.

- (iv) By adding the following Section 1.10:

Section 1.10. Sale and Release of Lots Constituting Riverchase Trade Center; Pay-Off of Lien in Favor of Mary Jim Tucker. Until the lien in favor of Mary Jim Tucker created by the divorce decree recorded in Real Record 181, page 573, in the office of the Judge of Probate of Shelby County, Alabama (the "Lien") has been satisfied in full, Lender shall receive the Net Proceeds received by the Borrower upon the sale of each lot constituting a part of the commercial subdivision known as "Riverchase Trade Center," according to the map recorded in Map Book 12, Page 24 in the office of the Judge of Probate of Shelby County, Alabama, which was granted to Lender as additional collateral for the Loan by the Amendment No. 1 to Mortgage, minus \$20,000.00, or the amount owing on the indebtedness secured by the Lien if such amount is less than \$20,000.00, which shall be paid to Mary Jim Tucker to satisfy the Lien. In addition to the conditions of release described below, so long as any amount is owing on the indebtedness secured by the Lien, prior to the release of any lot within Riverchase

Trade Center, Lender shall receive a statement of account certified by Mary Jim Tucker stating the amount due on the indebtedness secured by the Lien as of the date of the sale of such lot. So long as any amount is owing by Borrower on the indebtedness secured by the Lien, upon the receipt by Lender of (i) satisfactory evidence of the payment of \$20,000.00 or the amount owing on the indebtedness secured by the Lien if such amount is less than \$20,000.00 to Mary Jim Tucker in satisfaction of the Lien; and (ii) receipt by Lender of the Net Proceeds of the sale of a lot minus such payment to Mary Jim Tucker, Lender shall release such lot from the coverage of the Mortgage; provided, however, that, if such payment to Mary Jim Tucker satisfies the indebtedness secured by the Lien or if such indebtedness has otherwise been paid in full, Lender shall not release such lot from the coverage of the Mortgage until Lender receives satisfactory evidence that the Lien has been satisfied of record. If the Net Proceeds of such a sale equal less than \$20,000.00 or the amount outstanding on the indebtedness secured by the Lien if such amount is less than \$20,000.00, all of such Net Proceeds shall be paid to Mary Jim Tucker to satisfy the Lien. Upon the satisfaction of the Lien, Lender shall receive the Net Proceeds received by the Borrower upon the sale of each lot constituting a part of Riverchase Trade Center. After the indebtedness secured by the Lien is paid in full and the Lender has received satisfactory evidence that the Lien has been satisfied of record, upon the receipt by Lender of the Net Proceeds of the sale of a lot, Lender shall release such lot from the coverage of the Mortgage. Lender, in its sole discretion, shall determine to what indebtedness of the Borrower, or of the Borrower and Mary Jim Tucker, the proceeds of such lots sales received by Lender shall be applied. As used herein the term "Net Proceeds" shall mean the purchase price of a lot minus the expenses incurred by Borrower in connection with the sale of a lot; provided, however, that in no event shall the Net Proceeds of a sale be less than ninety percent (90%) of the purchase price of the lot sold.

B. Amendment of Note. The Note shall be and the same hereby is amended as follows: (i) by changing the stated principal amount thereof to ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$1,124,000.00); (ii) by changing the maturity date of the Note to June 1, 1989; and (iii) by deleting the second and third sentences of Section 1 in their entirety and replacing them with the following:

Principal payments shall be as provided in the Loan Agreement

between Borrower and Bank of even date herewith, as amended (the "Loan Agreement").

C. Amendment of Mortgage. The Mortgage shall be and the same hereby is amended as follows: the first WHEREAS paragraph of the Mortgage is hereby deleted and replaced by the following:

WHEREAS, Borrower is justly indebted to Bank on a loan in the principal sum of ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$1,124,000.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated July 21, 1987, as amended by a Second Loan Modification Agreement and Amendment to Loan Documents dated June 29, 1988, (collectively, the "Note"), payable to Bank with interest thereon on demand or as otherwise provided in the Note; and

D. Amendment of Assignment of Rents. The Assignment of Rents shall be and the same hereby is amended as follows: By changing the principal sum referred to in the first paragraph from "NINE HUNDRED THOUSAND and NO/100 DOLLARS (\$900,000.00)" to "ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$1,124,000.00)"

E. Commitment Fee. In consideration of Lender's commitment to renew the Loan and increase the Loan amount, Borrower shall pay to Lender a commitment fee in the amount of \$11,240, which fee shall be deemed earned and non-refundable, regardless of whether the Loan is renewed and modified.

F. Condition to Advances. Lender may make, but shall not be obligated to make, an advance under the Loan as amended hereby, unless and until Lender shall have received and approved a mechanics' and materialmen's lien subordination and indemnity

agreement from each contractor and surveyor who is engaged or has been engaged in work upon the real property described in the Mortgage as amended.

G. Effect on Loan Documents. Each of the Loan Documents shall be deemed amended as set forth hereinabove and to the extent necessary to carry out the intent of this Agreement. Without limiting the generality of the foregoing, each reference in the Loan Documents to the "Note", the "Loan Agreement", or any other Loan Document, or to the "Loan Documents" shall be deemed to be references to said documents, as amended hereby and each reference to the amount of the Loan or the amount of the Note shall be changed to \$1,124,000.00. Except as is expressly set forth herein, all of the Loan Documents shall remain in full force and effect in accordance with their respective terms and shall continue to evidence, secure, guarantee or relate to, as the case may be, the Loan.

H. Reaffirmation of Representations and Warranties. Each representation and warranty contained in the Loan Documents is hereby reaffirmed as of the date hereof.

I. Execution by Tucker Utility Contractors, Inc. Tucker Utility Contractors, Inc., has executed this Agreement to evidence its consent to the modification and amendments as described herein and to acknowledge the continuing effect of the Pledge Agreement, the Collateral Assignments of Annuities and the Collateral Assignments of Annuity Certificates as security for the Loan as modified by this Agreement and the obligations contained therein.

J. Execution in Counterparts. This Agreement is being executed in two counterparts, each of which shall operate as an original, but which, taken together, shall constitute a single agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.

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WITNESS:

Virginia J. Bohak

BORROWER:

Donnie F. Tucker
DONNIE F. TUCKER

WITNESS:

Virginia J. Bohak

BANK:

CENTRAL BANK OF THE SOUTH

By: [Signature]
Its: VICE PRESIDENT

ATTEST:

By: [Signature]
Its: SECRETARY

TUCKER UTILITY CONTRACTORS, INC.

By: Donnie Tucker
Its: President

[CORPORATE SEAL]

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that DONNIE F. TUCKER, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this 21st day of June, 1988.

NOTARIAL SEAL

Charlotte L. Kelley
Notary Public
My commission expires: 4-9-90

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Philip Webb, whose name as Vice President of CENTRAL BANK OF THE SOUTH, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of June, 1988.

Charlotta L. Kelley
Notary Public
My commission expires: 4-9-90

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Donna Tucker, whose name as President of TUCKER UTILITY CONTRACTORS, INC., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of June, 1988.

Charlotta L. Kelley
Notary Public
My commission expires: 4-9-90

[NOTARIAL SEAL]

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EXHIBIT "A"

Parcel I

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29 T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curbs of the south easterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of 128°19'10" to the chord of said curve whose radius is 7689.49 feet and whose central angle is 4°53'31" and whose length of curvature is 656.53 feet concave left and run along said chord 656.33 feet to the point of beginning; thence turn an angle to the left 0°59'00" from last said course to the chord of a curve concave left whose radius is 7689.49 feet and whose central angle is 0°11'34" and whose length of curvature is 25.88 feet and run along said chord 25.88 feet to a point on a 30 feet right-of-way; thence turn an angle to the left 99°28'43" and run 46.75 feet along said right-of-way; thence turn an angle right of 17°30' and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose central angle is 0°13'47" and whose length of curvature concave left is 30.44 feet; thence turn an angle right 90°14'48" to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of 99°45'12" and run 55.0 feet along said right-of-way; thence turn an angle left of 17°30' and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of 83°27'06" to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of 1°06'29" and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of 56°41'05" and run 786.98 feet; thence turn an angle right of 120°25'30" and run 1136.87 feet; thence turn an angle left of 57°29'57" and run 19.46 feet; thence turn an angle left of 89°59'59" and run 84.44 feet; thence turn an angle to the right 100°16'31" from last said course to the chord of a curve concave right whose radius is 560.00 feet, whose central angle is 150°26'01" and whose length of curvature is 150.85 feet and runs along said chord 150.39 feet; thence turn an angle of 7°43'01" right from the tangent of last said curve and run 100.86 feet; thence turn an angle left of 50°13'48" from last said course to the chord of a curve concave left whose radius is 190.00 feet; whose central angle is 100°27'36" and whose length of curvature is 333.14 feet and runs along said chord 292.07 feet; thence turn an angle of 39°46'09 feet right from the tangent of last said curve and run 5.00 feet; thence turn an angle to the left of 93°37'14" from last said course to the chord of a curve concave right whose radius is 195.00 feet whose central angle is 7°14'34" and whose length of curvature is 24.65 feet and runs along said chord 24.63 feet; thence turn an angle of 3°37'17" left from the tangent of last said curve and run 165.35 feet; thence turn an angle to the right 5°44'42" from last said course to the chord of a curve concave right whose radius is 1830.00 feet whose central angle is 11°29'24" and whose length of curvature is 366.99 feet and runs along said chord 366.37 feet; thence turn an angle of 95°44'42" right from the tangent of last said curve and run 180.00 feet; thence turn an angle right 89°49'59" and run 9.64 feet; thence turn an angle left 90°30'54" and run 171.03 feet; thence turn an angle right of 53°22'31" and run 148.42 feet; thence turn an angle right of 88°24'05" and run 10.01 feet; thence turn an angle left of 87°49'08" and run

142.61 feet; thence turn an angle left $114^{\circ}24'19''$ and run 201.75 feet; thence turn an angle to the right $82^{\circ}50'37''$ from the last said course to the chord of a curve concave left whose radius is 152.00 feet, whose central angle is $14^{\circ}18'47''$ and whose length of curvature is 37.97 feet and runs along said chord 37.87 feet; thence turn an angle of $7^{\circ}08'13''$ left from the tangent of last said curve and run 104.74 feet; thence turn an angle left $90^{\circ}01'11''$ and run 50.04 feet; thence turn an angle to the right $101^{\circ}05'36''$ from the last said course to the chord of a curve concave right whose radius is 152.00 feet whose central angle is $22^{\circ}11'11''$ and whose length of curvature is 58.86 feet and runs along said chord 58.49 feet; thence turn an angle of $11^{\circ}05'35''$ right from the tangent of last said curve and run 46.18 feet; thence turn an angle right of $90^{\circ}00'00''$ and run 50.00 feet; thence turn an angle left of $90^{\circ}00'00''$ and run 164.12 feet; thence turn an angle right of $90^{\circ}00'00''$ and run 202.67 feet; thence turn an angle left of $111^{\circ}58'19''$ and run 216.82 feet; thence turn an angle left $90^{\circ}00'01''$ and run 10.00 feet; thence turn an angle right $90^{\circ}00'01''$ and run 309.16 feet; thence turn an angle right $117^{\circ}54'14''$ and run 11.32 feet; thence turn an angle left $117^{\circ}54'14''$ and run 61.53 feet; thence turn an angle right $90^{\circ}32'51''$ and run 522.11 feet; thence turn an angle right $116^{\circ}18'43''$ and run 236.90 feet; thence turn an angle left $42^{\circ}17'02''$ and run 346.89 feet; thence turn an angle right of $14^{\circ}26'05''$ and run 306.35 feet; thence turn an angle right of $20^{\circ}23'47''$ and run 66.86 feet; thence turn an angle left $92^{\circ}10'38''$ and run 146.88 feet; thence turn an angle right $10^{\circ}52'10''$ and run 50.00 feet; thence turn an angle right $11^{\circ}15'54''$ and run 169.53 feet; thence turn an angle left $104^{\circ}33'28''$ and run 43.65 feet; thence turn an angle right $90^{\circ}00'00''$ and run 252.12 feet; thence turn an angle left $92^{\circ}46'33''$ and run 7.43 feet; thence turn an angle right $89^{\circ}37'51''$ and run 328.46 feet; thence turn an angle right $98^{\circ}00'23''$ and run 221.35 feet; thence turn an angle left $28^{\circ}00'47''$ and run 295.31 feet; thence turn an angle left $91^{\circ}14'29''$ and run 29.66 feet; thence turn an angle right $44^{\circ}59'59''$ and run 45.27 feet; thence turn an angle to the left $38^{\circ}56'31''$ from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is $0^{\circ}49'28''$ and whose length of curvature is 5.97 feet and runs along said chord 5.97 feet; thence turn an angle left $41^{\circ}55'11''$ from the last said course to the chord of a curve concave left whose radius is 15 feet, whose central angle is $84^{\circ}39'45''$ and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left $42^{\circ}19'51''$ and run 46.86 feet; thence turn an angle right $90^{\circ}00'00''$ and run 50.00 feet; thence turn an angle right $89^{\circ}59'59''$ and run 46.86 feet; thence turn an angle left $42^{\circ}19'51''$ from last said course to the chord of a curve concave left whose radius is 15 feet whose central angle is $84^{\circ}39'44''$ and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left $36^{\circ}12'18''$ from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is $12^{\circ}15'10''$ and whose length of curvature is 88.75 feet and runs along said chord 88.58 feet to the point of beginning; all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

LESS AND EXCEPT the following described property;

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of $128^{\circ}16'55''$ to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of $100^{\circ}25'28''$ and run 46.75 feet along said right-of-way; thence turn an angle right of $17^{\circ}30'$ and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of $80^{\circ}14'48''$ to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of $99^{\circ}45'12''$ and run 55.0 feet along said right-of-way; thence turn an angle left of $17^{\circ}30'$ and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right $97^{\circ}46'09''$ to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

PARCEL 2

A Thirty foot right of way more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of $128^{\circ}16'55''$ to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of $100^{\circ}25'28''$ and run 46.75 feet along said right-of-way; thence turn an angle right of $17^{\circ}30'$ and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of $80^{\circ}14'48''$ to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of $99^{\circ}45'12''$ and run 55.0 feet along said right-of-way; thence turn an angle left of $17^{\circ}30'$ and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right $97^{\circ}46'09''$ to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

Exhibit B

PARCEL I:

Record Map of Intent of Timbercrest Village, Phase One as recorded in Map Book 102 Page 109 in the Office of the Judge of Probate of Jefferson County, Alabama; and that part of the SE 1/4 of the NW 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama which lies southeast of the centerline of Dry Creek; and that part of the NE 1/4 of the NW 1/4 and that part of the NE 1/4 of said Section 29 which lies southeast of the Louisville and Nashville Railroad; less than and except a 430 foot strip more or less along the east boundary of said NE 1/4 of said section; all being more particularly described as follows:

Commence at the NE corner of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and proceed west along the north section line of said section 430.00 feet to the point of beginning; thence turn an angle to the left of $90^{\circ}40'01''$ and run 2638.63 feet; thence turn an interior angle left of $89^{\circ}18'29''$ and run 3127.25 feet to the center of Dry Creek; thence turn an angle of the right of $120^{\circ}47'49''$ and run 97.94 feet along said centerline; thence turn an angle to the left of $12^{\circ}01'$ and run 75.83 feet along said centerline; thence turn an angle to the right of $16^{\circ}28'$ and run 199.73 feet along said centerline; thence turn an angle to the left of $23^{\circ}23'$ and run 105.28 feet along said centerline; thence turn an angle to the right of $28^{\circ}11'$ and run 126.76 feet along said centerline; thence turn an angle to the left of $5^{\circ}27'$ and run 139.0 feet along said centerline; thence turn an angle to the right of $13^{\circ}30'$ and run 113.80 feet along said centerline; thence turn an angle to the left of $26^{\circ}41'$ and run 151.49 feet along said centerline; thence turn an angle to the right of $27^{\circ}53'$ and run 66.44 feet along said centerline; thence turn an angle to the left of $0^{\circ}27'$ and run 87.14 feet along said centerline; thence turn an angle to the left of $22^{\circ}01'$ and run 112.73 feet along said centerline; thence turn an angle to the right of $33^{\circ}37'$ and run 118.40 feet along said centerline; thence turn an angle to the left of $37^{\circ}05'$ and run 121.95 feet along said centerline; thence turn an angle to the right of $7^{\circ}41'$ and run 112.71 feet along said centerline; thence turn an angle to the left of $121^{\circ}03'17''$ and run 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of $128^{\circ}16'55''$ to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to a point on a 30 feet right-of-way; thence turn an angle to the left of $100^{\circ}25'28''$ and run 46.75 feet along said right-of-way; thence turn an angle right of $1730'$ and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of $80^{\circ}14'48''$ to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of $99^{\circ}45'12''$

and run 55.0 feet along said right-of-way; thence turn an angle left of $17^{\circ}30'$ and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of $83^{\circ}27'06''$ to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of $1^{\circ}06'29''$ and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of $56^{\circ}41'05''$ and run 1814.04 feet to the point of beginning, all lying in the NE $1/4$ and the NW $1/4$ of Section 29, T 15 S, R 1 W, Jefferson County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence at the SW corner of the NW $1/4$ of the NE $1/4$ of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N $1/2$ of the NW $1/4$ of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of $128^{\circ}16'55''$ to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of $100^{\circ}25'28''$ and run 46.75 feet along said right-of-way; thence turn an angle right of $17^{\circ}30'$ and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of $80^{\circ}14'48''$ to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of $99^{\circ}45'12''$ and run 55.0 feet along said right-of-way; thence turn an angle left of $17^{\circ}30'$ and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right $97^{\circ}46'09''$ to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N $1/2$ of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

ALSO, LESS AND EXCEPT:

Commence at the SW corner of the NW $1/4$ of the NE $1/4$ of Section 29 T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N $1/2$ of the NW $1/4$ of said section 552.30 feet to a point on a curve of the south easterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of $128^{\circ}19'10''$ to the chord of said curve whose radius is 7689.49 feet and whose central angle is $4^{\circ}53'31''$ and whose length of curvature is 656.53 feet concave left and run along said chord

656.33 feet to the point of beginning; thence turn an angle to the left $0^{\circ}59'00''$ from last said course to the chord of a curve concave left whose radius is 7689.49 feet and whose central angle is $0^{\circ}11'34''$ and whose length of curvature is 25.88 feet and run along said chord 25.88 feet to a point on a 30 feet right-of-way; thence turn an angle to the left $99^{\circ}28'43''$ and run 46.75 feet along said right-of-way; thence turn an angle right of $17^{\circ}30'$ and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose central angle is $0^{\circ}13'47''$ and whose length of curvature concave left is 30.44 feet; thence turn an angle right $90^{\circ}14'48''$ to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of $99^{\circ}45'12''$ and run 55.0 feet along said right-of-way; thence turn an angle left of $17^{\circ}30'$ and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the left of $83^{\circ}27'06''$ to the chord of said curve whose radius is 7689.49 feet and whose arc length is 297.42 feet concave left and run 297.40 feet along said chord; thence turn an angle to the left of $1^{\circ}06'29''$ and run 614.20 feet along said right-of-way to a point on the north line of said Section 29; thence turn an angle to the right of $56^{\circ}41'05''$ and run 786.98 feet; thence turn an angle right of $120^{\circ}25'30''$ and run 1136.87 feet; thence turn an angle left of $57^{\circ}29'57''$ and run 19.46 feet; thence turn an angle left of $89^{\circ}59'59''$ and run 84.44 feet; thence turn an angle to the right $100^{\circ}16'31''$ from last said course to the chord of a curve concave right whose radius is 560.00 feet, whose central angle is $150^{\circ}26'01''$ and whose length of curvature is 150.85 feet and runs along said chord 150.39 feet; thence turn an angle of $7^{\circ}43'01''$ right from the tangent of last said curve and run 100.86 feet; thence turn an angle left of $50^{\circ}13'48''$ from last said course to the chord of a curve concave left whose radius is 190.00 feet; whose central angle is $100^{\circ}27'36''$ and whose length of curvature is 333.14 feet and runs along said chord 292.07 feet; thence turn an angle of $39^{\circ}46'09''$ right from the tangent of last said curve and run 5.00 feet; thence turn an angle to the left of $93^{\circ}37'14''$ from last said course to the chord of a curve concave right whose radius is 195.00 feet whose central angle is $7^{\circ}14'34''$ and whose length of curvature is 24.65 feet and runs along said chord 24.63 feet; thence turn an angle of $3^{\circ}37'17''$ left from the tangent of last said curve and run 165.35 feet; thence turn an angle to the right $5^{\circ}44'42''$ from last said course to the chord of a curve concave right whose radius is 1830.00 feet whose central angle is $11^{\circ}29'24''$ and whose length of curvature is 366.99 feet and runs along said chord 366.37 feet; thence turn an angle of $95^{\circ}44'42''$ right from the tangent of last said curve and run 180.00 feet; thence turn an angle right $89^{\circ}49'59''$ and run 9.64 feet; thence turn an angle left $90^{\circ}30'54''$ and run 171.03 feet; thence turn an angle right of $53^{\circ}22'31''$ and run 148.42 feet; thence turn an angle right of $88^{\circ}24'05''$ and run 10.01 feet; thence turn an angle left of $87^{\circ}49'08''$ and run

142.61 feet; thence turn an angle left $114^{\circ}24'19''$ and run 201.75 feet; thence turn an angle to the right $82^{\circ}50'37''$ from the last said course to the chord of a curve concave left whose radius is 152.00 feet, whose central angle is $14^{\circ}18'47''$ and whose length of curvature is 37.97 feet and runs along said chord 37.07 feet; thence turn an angle of $7^{\circ}08'13''$ left from the tangent of last said curve and run 104.74 feet; thence turn an angle left $90^{\circ}01'11''$ and run 50.04 feet; thence turn an angle to the right $101^{\circ}05'36''$ from the last said course to the chord of a curve concave right whose radius is 152.00 feet whose central angle is $22^{\circ}11'11''$ and whose length of curvature is 58.86 feet and runs along said chord 58.49 feet; thence turn an angle of $11^{\circ}05'35''$ right from the tangent of last said curve and run 46.18 feet; thence turn an angle right of $90^{\circ}00'00''$ and run 50.00 feet; thence turn an angle left of $90^{\circ}00'00''$ and run 164.12 feet; thence turn an angle right of $90^{\circ}00'00''$ and run 202.67 feet; thence turn an angle left of $111^{\circ}58'19''$ and run 216.82 feet; thence turn an angle left $90^{\circ}00'01''$ and run 10.00 feet; thence turn an angle right $90^{\circ}00'01''$ and run 309.16 feet; thence turn an angle right $117^{\circ}54'14''$ and run 11.32 feet; thence turn an angle left $117^{\circ}54'14''$ and run 61.53 feet; thence turn an angle right $90^{\circ}32'51''$ and run 522.11 feet; thence turn an angle right $116^{\circ}18'43''$ and run 236.90 feet; thence turn an angle left $42^{\circ}17'02''$ and run 346.89 feet; thence turn an angle right of $14^{\circ}26'05''$ and run 306.35 feet; thence turn an angle right of $20^{\circ}23'47''$ and run 66.86 feet; thence turn an angle left $92^{\circ}10'38''$ and run 146.88 feet; thence turn an angle right $10^{\circ}52'10''$ and run 50.00 feet; thence turn an angle right $11^{\circ}15'54''$ and run 169.53 feet; thence turn an angle left $104^{\circ}33'28''$ and run 43.65 feet; thence turn an angle right $90^{\circ}00'00''$ and run 252.12 feet; thence turn an angle left $92^{\circ}46'33''$ and run 7.43 feet; thence turn an angle right $89^{\circ}37'51''$ and run 328.46 feet; thence turn an angle right $98^{\circ}00'23''$ and run 221.35 feet; thence turn an angle left $28^{\circ}00'47''$ and run 295.31 feet; thence turn an angle left $91^{\circ}14'29''$ and run 29.66 feet; thence turn an angle right $44^{\circ}59'59''$ and run 45.27 feet; thence turn an angle to the left $38^{\circ}56'31''$ from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is $0^{\circ}49'28''$ and whose length of curvature is 5.97 feet and runs along said chord 5.97 feet; thence turn an angle left $41^{\circ}55'11''$ from the last said course to the chord of a curve concave left whose radius is 15 feet, whose central angle is $84^{\circ}39'45''$ and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left $42^{\circ}19'51''$ and run 46.86 feet; thence turn an angle right $90^{\circ}00'00''$ and run 50.00 feet; thence turn an angle right $89^{\circ}59'59''$ and run 46.86 feet; thence turn an angle left $42^{\circ}19'51''$ from last said course to the chord of a curve concave left whose radius is 15 feet whose central angle is $84^{\circ}39'44''$ and whose length of curvature is 22.16 feet and runs along said chord 20.20 feet; thence turn an angle left $36^{\circ}12'18''$ from last said course to the chord of a curve concave right whose radius is 415 feet, whose central angle is $12^{\circ}15'10''$ and whose length of curvature is 88.75 feet and runs along said chord 88.58 feet to the point of beginning; all lying in the N $1/2$ of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

Also, less and except:

A Thirty foot right of way more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the NE 1/4 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama and run west along the south line of the N 1/2 of the NW 1/4 of said section 552.30 feet to a point on a curve of the southeasterly right-of-way of the Louisville & Nashville Railroad; thence turn an angle to the right of 128°16'55" to the chord of said curve whose radius is 7689.49 feet and whose length of curvature is 682.44 feet concave left and run along said chord 682.21 feet to the point of beginning; said point being on a 30 feet right-of-way; thence turn an angle to the left of 100°25'28" and run 46.75 feet along said right-of-way; thence turn an angle right of 17°30' and run 54.46 feet along said right-of-way to a point on a curve of said 30 feet right-of-way whose radius is 7589.49 feet and whose length of curvature concave left is 30.44 feet; thence turn an angle right of 80°14'48" to the chord of said curve and run along said chord 30.44 feet; thence turn an angle to the right of 99°45'12" and run 55.0 feet along said right-of-way; thence turn an angle left of 17°30' and run 46.23 feet along said right-of-way to a point on a curve of the southeasterly right-of-way of said L&N Railroad; thence turn an angle to the right 97°46'09" to the chord of a curve whose radius is 7689.49 feet and whose length of curvature is 30.28 feet along said Railroad R.O.W. and run along said chord of said curve 30.28 feet to the point of beginning, all lying in the N 1/2 of Section 29, T 15 S, R 1 W, Jefferson County, Alabama

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PARCEL II

Lots 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 17, according to survey of Riverchase Trade Center, as recorded in Map Book 12, Page 24, in the Probate Office of Shelby County, Alabama.

Subject to:

1. Mortgage given by Dwight A. Sandlin to Service Corporation of Alabama, recorded in Real Volume 3094, Page 359, in the Probate Office of Jefferson County, Alabama
2. Advalorem Taxes for the year 1988, which said taxes are not due or payable until October 1, 1988.
3. Mortgage executed by Donnie F. Tucker, to Dwight A. Sandlin, recorded in Real Volume 3094, Page 384, as to Parcel I
4. Right of Way granted to Alabama Power Company by instrument(s) recorded in Volume 4536, Page 456; and Volume 2490, Page 342, as to Parcel I
5. Right of Way to Jefferson County, Alabama, in Real Volume 796, Page 301; and Real Volume 1020, page 734, as to Parcel I
6. Right of Way to Birmingham Mineral Railroad Company in Volume 99, Page 317; and Volume 99, Page 312, as to Parcel I

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7. Easement as reserved in mortgage Dwight Sandlin to Service Corporation of Alabama in Real Volume 3094, Page 359, as to Parcel I
8. Assignment of Rents and Leases as shown by instrument recorded in Real Volume 3207, Page 734, as to Parcel I
9. Mortgage executed by Donnie F. Tucker and Mary J. Tucker, to Central Bank of the South, recorded in Real Volume 11, Page 243, as to Parcel II
10. Mortgage executed by Donnie T. Tucker and Mary J. Tucker, to Central Bank of the South, recorded in Real Volume 83, Page 79, as to Parcel II
11. Title to minerals as reserved in Deed Book 24, Page 35, and in Deed Book 127, Page 140, with mining rights and privileges belonging thereto, as to Parcel II
12. Rights claimed by Alabama Power Company under the following transmission line permits: Deed Book 101, Page 500; Deed Book 101, Page 569; Deed Book 194, Page 58; Deed Book 228, Page 197; Deed Book 164, Page 177; Deed Book 167, Page 117, all in Probate Office of Shelby County, Alabama, as to Parcel II
13. Rights claimed under the gas line easement to Alabama Gas Corporation recorded in Deed Book 215, Page 47, in the Probate Office of Shelby County, Alabama, as to Parcel II
14. Rights claimed under the public road right of way deed to Shelby County recorded in Deed Book 102, Page 441, and under condemnation proceedings recorded in Probate Minutes Book 7, Page 38 and 46, in the Probate Office of Shelby County, Alabama, as to Parcel II
15. Subject to lien created by divorce decree as recorded in Real Record 181, Page 573, in Probate Office, in favor of Mary Jim Tucker.

The entire mortgage tax due on the indebtedness is being paid in Jefferson County. Please apportion the mortgage tax between Jefferson and Shelby County based upon the above values.

Thank you for your assistance in this matter.

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL -7 PH 4: 14

Very truly yours,

Donnie F. Tucker

Donnie F. Tucker

Thomas P. ...
34666 OF PROBATE 1124, 000

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RECORDING FEES	
Recording Fee	\$42.50
Index Fee	1.00
TOTAL	\$43.50

mg Donnie F. Tucker to Central Bank

11-86-00

