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REAL 817 PAGE 313

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29012  
STATE OF ALABAMA )  
JEFFERSON, TUSCALOOSA,  
SHELBY AND MORGAN COUNTIES )

FOR RECORDING TAX PURPOSES  
THIS MORTGAGE SECURES A DEBT  
OF \$3,500,000

SOT 1077-207

MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE, security agreement and assignment of rents and leases (the "mortgage") is made and entered into this 29th day of November, 1990, by and between Henry H. Tyler and Sandra Tyler, husband and wife (the "Tylers") and A.B. Powell, an unmarried man (collectively, the "Mortgagor"), whose address for notice purposes is P.O. Box 400, Bessemer, AL 35021, and AmSouth Bank N.A., a national banking association (the "Mortgagee"), whose address is P.O. Box 11007, Birmingham, Alabama 35288, Attention: Metropolitan Commercial Loan Department.

RECITALS

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BOOK 325 PAGE 671  
A. The Tylers are , or hereafter shall become justly indebted to the Mortgagee in the principal sum of Three Million Six Hundred Thousand and 00/100 Dollars (\$3,600,000), as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "Tylers' Note");

B. Tarrant Ambulance Service, Inc. ("Tarrant") is justly indebted to the Mortgagee in the principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000), as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "Tarrant Note");

C. Suburban Emergency Services, Inc. ("Suburban"), is justly indebted to the Mortgagee in the principal sum of Five Hundred Thousand Dollars (\$500,000), as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "Suburban Note");

D. A & A Ambulance Service, Inc. ("A & A") is justly indebted to the Mortgagee in the principal sum of Four Hundred Thousand Dollars (\$400,000), as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "A & A Note");

E. Hank's Ambulance Service, Inc. ("Hank's"), is justly indebted to the Mortgagee in the principal sum of Five Hundred Thousand Dollars (\$500,000), as evidenced by a promissory note of even date herewith, which note bears interest as provided therein (the "Hank's Note"); (Tarrant, Suburban, A & A and Hank's are herein collectively called the "Corporations") (the Tylers' Note,

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the Tarrant Note, the Suburban Note, the Hank's Note and the A & A Note are herein collectively called the "Notes"); and

F. To secure the Notes, and to induce the Mortgagee to extend credit to the Tylers and the Corporations on the strength of the security provided by this mortgage and convey the property described herein to the Mortgagee as hereinafter set forth, the Mortgagor has agreed to execute and deliver this mortgage to the Mortgagee.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the following (hereinafter collectively referred to as the "Debt"):

(1) the payment of the debt evidenced by the Notes, and interest thereon and any and every extension, renewal and modification thereof, or of any part thereof, and all interest on all such extensions, renewals and modifications;

(2) all other indebtedness, obligations and liabilities of the Tylers and/or the Corporations (collectively, the "Borrowers") to the Mortgagee of every kind and description whatsoever, arising directly between the Borrowers and the Mortgagee or acquired outright, as a participation or as collateral security from another by the Mortgagee, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, member of a partnership, syndicate, joint venture, association or other group, or otherwise, and any and all extensions, renewals and modifications of any of the same; and

(3) the compliance with all of the stipulations, covenants, agreements, representations, warranties and conditions contained in this mortgage;

the Mortgagor does hereby grant, bargain, sell, and convey unto the Mortgagee, its successors and assigns, the property and interests in property described in the following Granting Clauses A through E, both inclusive, and does grant to the Mortgagee a security interest in said property and interests in property:

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and

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hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.

C. (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Mortgagor is the lessor, including but not limited to the existing leases described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");

(ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases; 0006

(iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or payable which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any

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bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.

- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Mortgagee, or in which the Mortgagee is granted a security interest, as and for additional security hereunder by the Mortgagor, or by anyone on behalf of, or with the written consent of, the Mortgagor.

(All of the property and interests in property described in the foregoing Granting Clauses A through E, both inclusive, and all other property described in Granting Clause D and all other personal property covered by this mortgage are herein sometimes collectively called the "Personal Property".)

SUBJECT, HOWEVER, to the Leases, liens, easements, rights-of-way and other exceptions described on Exhibit C hereto ("Permitted Exceptions").

To have and to hold the Property unto the Mortgagee, its successors and assigns forever.

1. Future Advance Mortgage. This mortgage is a future advance mortgage and the \$6,500,000 aggregate debt evidenced by the



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Notes is to be advanced by the Mortgagee to the Borrowers in accordance with the terms of a loan and security agreement of even date herewith, entered into by and between the Borrowers, Ambulance Service Company, Inc., and the Mortgagee (the "Loan Agreement").

2. Warranties of Title. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and is the lawful owner of, and has good title to, the Personal Property, Improvements and other Property and has a good right to sell and convey the Property as aforesaid; that the Property is free of all encumbrances, unless otherwise provided hereinbefore; and that the Mortgagor will warrant and forever defend the title to the Property unto the Mortgagee against the lawful claims of all persons.

3. Maintenance of Lien Priority. The Mortgagor shall take all steps necessary to preserve and protect the validity and priority of the liens on, security interests in, and assignment of, the Property created hereby. The Mortgagor shall execute, acknowledge and deliver such additional instruments as the Mortgagee may deem necessary in order to preserve, protect, continue, extend or maintain the liens, security interests and assignments created hereby as first liens on, security interests in, and assignments of, the Property, except as otherwise permitted under the terms of this mortgage. All costs and expenses incurred in connection with the protection, preservation, continuation, extension or maintaining of the liens, security interests and assignments hereby created shall be paid by the Mortgagor.

4. Representations and Warranties Related to Rents and Leases.

(a) The Mortgagor has good title to the Rents and Leases hereby assigned and good right to assign the same, and no other person, corporation or entity has any right, title or interest therein.

(b) The Mortgagor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Existing Leases on the Mortgagor's part to be kept, observed and performed.

(c) The Mortgagor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.

(d) No Rents due for any period subsequent to the month next succeeding the date of this mortgage have been collected, and no payment of any of the Rents has otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised.

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(e) The Mortgagor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued rents.

(f) To the best of the Mortgagor's knowledge, the lessees under the Existing Leases are not in default under any of the terms thereof.

5. Covenants To Pay Liens and Maintain Insurance For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (a) pay all taxes, assessments, and liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (b) keep the Property continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by flood (if the Property is located in a flood-prone area), fire, windstorm, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable (pursuant to loss payable clauses in form and content satisfactory to the Mortgagee) to the Mortgagee, as its interests may appear, subject to the rights of the holders of any prior mortgages. Such insurance shall be in an amount at least equal to the full insurable value of the Personal Property and Improvements unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to, and held by, the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer's giving at least fifteen days' prior written notice of such cancellation to the Mortgagee.

6. Assignment of Insurance Policies, etc. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Property, or any part thereof (including without limitation the Personal Property and Improvements, or any part thereof), together with all right, title and interest of the Mortgagor in and to each and every such policy, including, but not limited to, all the Mortgagor's right, title and interest in and to any premiums paid on each such policy, including all rights to return premiums. If the Mortgagor fails to keep the Property insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss and for its own benefit. The proceeds from such insurance (less the costs of collecting the same), if collected, shall be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used to purchase additional Personal Property to

replace Personal Property which has been damaged or destroyed and to repair or reconstruct the Improvements. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon, or notice to, the Mortgagor, and shall be secured by this mortgage, and shall bear interest at the rate of interest set forth in the Tylers' Note, or such lesser rate of interest as shall then be the maximum amount permitted by law, from the date of payment by the Mortgagee until paid by the Mortgagor.

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U.S. DEPT. OF COMMERCE

RECORDING DIVISION

TUSCALOOSA COUNTY, ALABAMA

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#### 7. Assignment of Condemnation Proceeds.

further security for the Debt and the full and complete performance of each and every obligation, covenant, agreement, and duty of the Mortgagor contained herein, and to the extent of the full amount of the Debt secured hereby and of the costs and expenses (including reasonable attorney's fees) incurred by the Mortgagee in the collection of any award or payment, the Mortgagor hereby assigns to the Mortgagee any and all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Mortgagor with respect to the Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade or of any street or (c) any other injury to or decrease in value of the Property. Subject to the rights of the holders of any prior mortgages, all such damages, condemnation proceeds and consideration shall be paid directly to the Mortgagee, and after first applying said sums to the payment of all costs and expenses (including reasonable attorneys' fees) incurred by the Mortgagee in obtaining such sums, the Mortgagee may, at its option, apply the balance on the Debt in any order and amount and whether or not then due, or hold such balance as a cash collateral reserve against the Debt, or apply such balance to the restoration of the Property, or release the balance to the Mortgagor. No such application, holding in reserve or release shall cure or waive any default of the Mortgagor.

#### 8. Covenant Against Waste.

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

#### 9. Hazardous Substances.

(a) Except for the hazardous materials and substances and the use thereof required to construct and to operate and maintain the Improvements, the Mortgagor shall not make, store, use, treat, release or dispose of any hazardous substances, pollutants or other contaminants ("Prohibited Substances") on or under the Real Estate. If any such Prohibited Substances are nonetheless made, stored, used, treated, released, disposed of or found to exist on or under the Real Estate, the Mortgagor shall

give immediate written notice to the Mortgagee of such occurrence or existence. If the Mortgagor fails to keep the Real Estate or Improvements free of such Prohibited Substances, the Mortgagee may, but shall not be obligated to, do or cause to be done such acts as are necessary or desirable in the Mortgagee's opinion to remove and dispose of such Prohibited Substances. All amounts spent by the Mortgagee for the removal and disposal of such Prohibited Substances and the return of the Real Estate and Improvements to a condition free of Prohibited Substances shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand or notice, and shall become a part of the Debt secured by this mortgage, to bear interest as provided in the Tylers' Note from the date of payment by the Mortgagee until paid by the Mortgagor.

(b) The Mortgagor hereby warrants that (i) there are no civil, criminal or administrative environmental proceedings involving the Real Estate that are pending or to the Mortgagor's knowledge threatened; (ii) the Mortgagor knows of no facts or circumstances that might give rise to such a proceeding in the future; (iii) the Real Estate is in compliance with all applicable federal, state and local statutory and regulatory environmental requirements; and (iv) the Real Estate is free from any and all "hazardous substances," "pollutants" and other "contaminants," as those terms are defined in the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and rules and regulations thereunder. The Mortgagor shall give immediate written notice to the Mortgagee of any actual or threatened "release" (as defined in CERCLA and rules and regulations thereunder) of such substances on or from the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The Mortgagor shall indemnify and hold the Mortgagee harmless from and against all loss, damages, fines, penalties, liability and expenses (including but not limited to reasonable attorneys' fees and costs of investigation and litigation) caused by or in any manner resulting from such substances on or under the Real Estate or any portion thereof at any time during or preceding the Mortgagor's ownership of the Real Estate. The indemnity provisions of this paragraph 9 shall survive the satisfaction of this mortgage and shall continue in full force and effect notwithstanding the payment of the Debt in full. 1515 0011

10. Covenants Related to Rents and Leases  
Mortgagor covenants and agrees that the Mortgagor shall

(a) observe, perform and discharge all obligations, covenants and warranties provided for under the terms of the Leases to be kept, observed and performed by the Mortgagor, and shall give prompt notice to the Mortgagee in the event the Mortgagor fails to observe, perform and discharge the same;

(b) enforce or secure in the name of the Mortgagee the performance of each and every obligation, term, covenant, condition



and agreement to be performed by any lessee under the terms of the Leases;

(c) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the Mortgagor and any lessee thereunder, and, upon request by the Mortgagee to do so in the name and on behalf of the Mortgagee but at the expense of the Mortgagor, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees, in any action or proceeding in which the Mortgagee may appear;

(d) not receive or collect any Rents from any present or future lessee of the Real Estate or any of the Improvements, or any part thereof, for a period of more than one month in advance, or pledge, transfer, mortgage or otherwise encumber or assign future payments of the Rents;

(e) not waive, excuse, condone, discount, compromise, or in any manner release or discharge any Real Estate or any of the Improvements of and from the covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;

(f) not cancel, terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof without, in each such instance, the prior written consent of the Mortgagee;

(g) not renew or otherwise extend the term of the Existing Leases; provided, however, that nothing herein contained shall prevent the Mortgagor, upon expiration of the now-current term (or other expiration or termination) of the Existing Leases, from leasing the property covered thereby to the lessee thereunder by a lease or leases expressly subject and fully subordinate to the lien, assignment and security interest of this mortgage; and

(h) promptly upon the execution by the Mortgagor of any future Lease, (i) furnish the Mortgagee with the name and address of the lessee thereunder, the term of such Lease and a description of the premises covered thereby and, upon request of the Mortgagee, a copy of such Lease, and (ii) execute all such further assignments of such Lease and the Rents therefrom as the Mortgagee may require.

11. Covenant Against Sale, Lease or Transfer, etc. Notwithstanding any other provision of this mortgage or the Notes, if the Real Estate or the Improvements, or any part thereof, or any interest therein, is sold, leased, conveyed or transferred, without the Mortgagee's prior written consent, or if the Real Estate or the Improvements, or any part thereof, or any interest therein, becomes subject to any additional lien, mortgage or other encumbrance, either voluntarily or involuntarily, without the Mortgagee's prior

written consent, the Mortgagee may, at its sole option: (a) declare the Debt immediately due and payable in full; or (b) require the payment, after the date of such sale, lease, conveyance or transfer, of a higher rate of interest on the unpaid principal portion of the Debt as a condition to not exercising such option to accelerate the Debt, whether such rights be exercised by the Mortgagee to obtain a higher rate of interest on the Debt or to protect the security of this mortgage.

12. Defeasance. This mortgage is made upon the condition that if the Borrowers pay the Debt, as defined in this mortgage (which Debt includes without limitation the debt evidenced by the Notes, and interest thereon, and all other indebtedness, obligations and liabilities of the Borrowers to the Mortgagee of every kind and description whatsoever, due or to become due, and now existing or hereafter incurred, contracted or arising), and the Mortgagee is reimbursed for any amounts the Mortgagee has paid in respect of Liens or insurance premiums, and interest thereon, and the Mortgagor fulfills all of its other obligations under this mortgage, this conveyance shall be null and void. 1515 0013

13. Events of Default. The Mortgagor shall be in default hereunder upon the occurrence of any of the following events ("Events of Default"): (a) the Borrowers shall fail to pay to the Mortgagee when due the principal or interest on the Debt evidenced by the Notes, or any other Debt secured hereby; or (b) if the Mortgagor or the Borrowers fail to comply with any of the provisions of this mortgage or of the Notes, the Loan Agreement or the other Security Documents; or (c) if any statement, representation or warranty contained in this mortgage, the Loan Agreement or any of the other Security Documents or any report, certificate or other instrument delivered to the Mortgagee in connection with any of the same shall be untrue in any material respect; or (d) if the Mortgagor or any Corporation conveys or further encumbers all or part of the Collateral (as defined in the Loan Agreement); or (e) if any lien, statement of lien or suit to enforce a lien is filed against any of the Collateral and the Mortgagor fails to have such lien satisfied or suit dismissed or to secure the payment of the amount claimed by such lien, statement of lien or suit by a bond, letter of credit or other security satisfactory to the Mortgagee within ten days of the day such lien or statement of lien is filed in the office of the Judge of Probate of the County in which the Real Estate is located or such suit is filed in court; or (f) if any other event of default occurs under the Notes, the Loan Agreement or any of the other Security Documents; or (g) the interest of the Mortgagee in any of the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; or (h) any law is passed imposing, or authorizing the imposition of, any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal of, or interest on, the Debt, or by virtue of which any tax, lien or assessment upon

BOOK 325 PAGE 680

the Property shall be chargeable against the owner of this mortgage; or (1) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction.

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14. Rights and Remedies of Mortgagee Upon Default. 09:11:55 AM

W. HARDY MCCOLLUM  
TULALOSA COUNTY, ALABAMA

(a) Acceleration of Debt. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee may at its option and without demand or notice to the Mortgagor or any Corporation, declare all or any part of the Debt immediately due and payable, whereupon all such Debt shall forthwith become due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor and the Corporations, and the Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this mortgage, the Loan Agreement, the Notes, any of the other Security Documents and applicable law. The Mortgagor also waives any and all rights the Mortgagor may have to a hearing before any judicial authority prior to the exercise by the Mortgagee of any of its rights under this mortgage, the Loan Agreement, the Notes, any of the other Security Documents and applicable law.

(b) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default or at any time thereafter, in addition to all other rights herein conferred on the Mortgagee, the Mortgagee (or any person, firm or corporation designated by the Mortgagee) may, but will not be obligated to, enter upon and take possession of any or all of the Property, exclude the Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that the Mortgagor could do so, without any liability to the Mortgagor resulting therefrom; and the Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of the Mortgagor with respect to the Property.

(c) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee, in lieu of, or in addition to, exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Property, to sue the Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents,

issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(d) Foreclosure Sale. Upon the occurrence of an Event of Default, or at any time thereafter, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Property is taken, after giving twenty-one days notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Property or any part thereof is located, to sell the Property (or such part or parts thereof as the Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Debt secured hereby shall have been paid in full.

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ON JANUARY 21

W. HARDY RECORDS

PRICHARD, ALABAMA

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(e) Personal Property and Fixtures. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have and may exercise with respect to the Personal Property and fixtures included in the Property (the "Collateral") all rights, remedies and powers of a secured party under the Alabama Uniform Commercial Code with reference to the Collateral or any other items in which a security interest has been granted herein, including, without limitation, the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Alabama Uniform Commercial Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. The Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action



deemed appropriate or desirable by the Mortgagee; at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At the Mortgagee's request, the Mortgagor shall assemble the Collateral and make the Collateral available to the Mortgagee at any place designated by the Mortgagee. To the extent permitted by law, the Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of the Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of the Mortgagee existing after default. To the extent that such notice is required and cannot be waived, the Mortgagor agrees that if such notice is given to the Mortgagor in accordance with the provisions of paragraph 28 below, at least five days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

The Mortgagor agrees that the Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Property in accordance with the rights and remedies granted under this mortgage with respect to the real property covered hereby. The Mortgagor hereby grants the Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Debt in such order and amounts and manner as the Mortgagee may elect. The Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by the Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(f) Rents and Leases. Upon the occurrence of Default or at any time thereafter:

(i) The Mortgagee, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies with respect to Rents and Leases:

(A) to terminate the license granted to the Mortgagor in Granting Clause C(iii) hereof to collect the Rents, and, without taking possession, in the Mortgagee's own name to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof to the Debt in such order

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and amounts as the Mortgagee may choose (or hold the same in a reserve as security for the Debt);

(B) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, to enter upon, take possession of, manage and operate the Property or any part thereof for the account of the Mortgagor, make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any lessee or sublessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any cost or expenses the Mortgagee shall deem proper to protect the security hereof, as fully and to the same extent as the Mortgagor could do if in possession, and in such event to apply any funds so collected to the operation and management of the Property (including payment of reasonable management, brokerage and attorney's fees) and payment of the Debt in such order and amounts as the Mortgagee may choose (or hold the same in reserve as security for the Debt); and

(C) to take whatever legal proceedings may appear necessary or desirable to enforce any obligation or covenant or agreement of the Mortgagor under this mortgage.

(ii) The collection of the Rents and application thereof (or holding thereof in reserve) as aforesaid or the entry upon and taking possession of the Property or both shall not cure or waive any default or waive, modify or affect any notice of default under this mortgage, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by the Mortgagee, once exercised, shall continue for so long as the Mortgagee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured the original default. If the Mortgagee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(g) Application of Proceeds. All payments received by the Mortgagee as proceeds of the Property, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this mortgage, including reasonable attorneys' fees as provided herein and in the Notes, the Loan Agreement and the other Security Documents, (ii) to the payment in full of any of the Debt that is then due and payable (including without limitation principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Notes,

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TUSCALOOSA COUNTY, ALABAMA

(iii) to a cash collateral reserve fund to be held by the Mortgagee in an amount equal to, and as security for, any of the Debt that is not then due and payable, and (iv) the remainder, if any, shall be paid to the Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(h) Multiple Sales. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure as provided for in this mortgage, but without declaring the whole Debt due. Any such sale may be made subject to the unmatured part of the Debt secured by this mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Debt secured by this mortgage, but as to such unmatured part of the Debt this mortgage shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Debt without exhausting any power of foreclosure and the power to sell the Property for any other part of the Debt, whether matured at the time or subsequently maturing.

(i) Waiver of Appraisement Laws. The Mortgagor agrees to the fullest extent permitted by law, the benefit of all laws existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Debt or any creation or extension of a period of redemption from any sale made in collecting the Debt (commonly known as stay laws and redemption laws).

(j) Prerequisites of Sales. In case of any sale of the Property as authorized by this paragraph 14, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

15. Collection Costs. The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing, or attempting to collect or secure, the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any Lien on the Property, unless this mortgage is herein expressly made

subject to any such Lien; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage.

16. No Obligations with Respect to Leases. The Mortgagee shall not by virtue of this mortgage or otherwise assume any duties, responsibilities, liabilities or obligations with respect to Leases, the Improvements, the Personal Property, the Real Estate or any of the other Property (unless expressly assumed by the Mortgagee under a separate agreement in writing), and this mortgage shall not be deemed to confer on the Mortgagee any duties or obligations that would make the Mortgagee directly or derivatively liable for any person's negligent, reckless or wilful conduct. The Mortgagor agrees to defend, indemnify and save harmless the Mortgagee from and against any and all claims, causes of action and judgments relating to the Mortgagor's performance of its duties, responsibilities and obligations under Leases and with respect to the Real Estate, the Improvements, the Personal Property, or any of the other Property.

17. Construction of Mortgage. This mortgage shall be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the assignment and security interest created hereby and the purposes and agreements herein set forth.

18. Successors and Assigns. All covenants and agreements herein made by the undersigned shall bind the undersigned and the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

19. Waiver and Election. The exercise by the Mortgagee of any option given under the terms of this mortgage shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose the lien, security interest and assignment granted by this mortgage, either on any matured portion of the Debt or for the whole of the Debt, shall not be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the publication of notices for foreclosure preclude the prosecution of a later suit thereon. No failure or delay on the part of the Mortgagee in exercising any right, power or remedy under this mortgage shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other



right, power or remedy hereunder or thereunder. The remedies provided in this mortgage and in the other Security Documents are cumulative and not exclusive of any remedies provided by law. No amendment, modification, termination or waiver of any provisions of this mortgage or any of the Security Documents, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be in writing and signed by an executive officer of the Mortgagee, and then such waiver or consent shall be effective only in this specific instance and for the specific purpose for which given. No notice to, or demand on, the Mortgagor in any case shall entitle the Mortgagor to any other or further notice or demand in similar or other circumstances.

20. Landlord-Tenant Relationship. Any sale of the Property under this mortgage shall, without further notice, create the relationship of landlord and tenant at sufferance between the purchaser and the Mortgagor.

21. Enforceability. If any provision of this mortgage is now or at any time hereafter becomes invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and the remaining provisions hereof shall be construed in favor of the Mortgagee to effectuate the provisions hereof.

22. Application of Payments. If the lien, assignment or security interest created by this mortgage is invalid or unenforceable as to any part of the Debt or is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Debt, and all payments made on the Debt, whether voluntary or under foreclosure or other enforcement action or procedures, shall be considered to have been first paid on, and applied to, the full payment of that portion of the Debt which is not secured or not fully secured by said lien, assignment or security interest created hereby.

23. Other Mortgages Encumbering the Real Estate. The Mortgagor hereby authorizes the holder of any other mortgage encumbering the Real Estate or the Improvements to the Real Estate to request from time to time and at any time the following information: (a) the amount of debt secured by such mortgage; (b) the amount of such debt that is unpaid; (c) whether such debt is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the debt secured thereby; and (e) any other information regarding such mortgage or the debt secured thereby that the Mortgagee may request from time to time.

The Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum secured by any other mortgage encumbering the Real Estate or the Improvements, the Mortgagee may (but shall not be required to) pay

all or any part of such amount in default, without notice to the Mortgagor. The Mortgagor agrees to repay any such sum advanced upon demand, with interest from the date such advance is made at the highest rate permitted by law, and any sum so advanced with interest shall be a part of the Debt secured by this Mortgage.

24. Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective successors and assigns. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this instrument, whether one or more natural persons, corporations, associations, partnerships or other entities.

25. Advances by the Mortgagee. If the Mortgagor shall fail to comply with the provisions hereof with respect to the securing of insurance, the payment of Liens, the keeping of the Property in repair, the performance of the Mortgagor's obligations under any Lease, the payment of any prior mortgages, or the performance of any other term or covenant herein contained, the Mortgagee may (but shall not be required to) make advances to perform the same, and where necessary enter the Property for the purpose of performing any such term or covenant. The Mortgagor agrees to repay all such sums advanced upon demand, with interest from the date such advances are made, at the rate provided in the Tylers' Note or the highest rate permitted by law, whichever shall be less, and all sums so advanced with interest shall be a part of the Debt and shall be secured hereby. The making of any such advances shall not be construed as a waiver by the Mortgagee of any Event of Default resulting from the Mortgagor's failure to pay the amounts paid.

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OF HARTLEY, ALA

HARDY TRUST CO

TUSCALOOSA COUNTY, ALABAMA

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26. Release or Extension by the Mortgagee. Without notice to the Mortgagor and without affecting the rights of the Mortgagee hereunder as to the Property not expressly released, may release any part of the Property or any person liable for any of the Debt and may agree with any party with an interest in the Property to extend the time for payment of all or any part of the Debt or to waive the prompt and full performance of any term, condition or covenant of the Notes, any of the Security Documents, this mortgage or any other instrument evidencing or securing the Debt.

27. Partial Payments. Acceptance by the Mortgagee of any payment of less than the full amount due on the Debt shall be deemed acceptance on account only, and the failure of the Mortgagor to pay the entire amount then due shall be and continue to constitute an Event of Default, and at any time thereafter and until the entire amount due on the Debt has been paid, the Mortgagee shall be entitled to exercise all rights conferred on it

REAL 817 PAGE 331

3939 PAGE 288

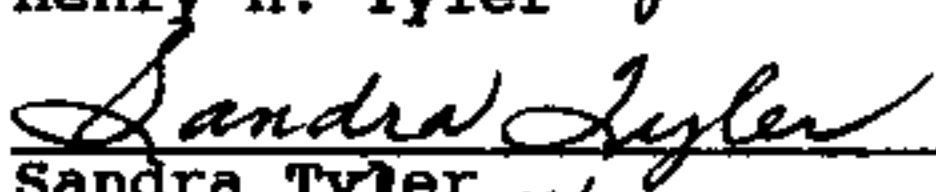
by the terms of this mortgage in case of the occurrence of an Event of Default.


28. Addresses for Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing or by telex, telegram or cable and mailed or sent or delivered to the applicable party at its address indicated on the first page of this mortgage or at such other address as shall be designated by such party in a written notice to the other parties hereto.

29. Titles. All section, paragraph, subparagraph or other titles contained in this mortgage are for reference purposes only, and this mortgage shall be construed without reference to said titles.

IN WITNESS WHEREOF, the undersigned Henry H. Tyler, Sandra Tyler and A.B. Powell have executed this instrument on the date first written above.

  
Henry H. Tyler

  
Sandra Tyler

  
A. B. Powell

STATE OF ALABAMA )

JEFFERSON COUNTY )

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W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Henry H. Tyler and Sandra Tyler, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of November, 1990.

AFFIX SEAL

  
Notary Public

My commission expires: 10/16/92

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REAL 817 PAGE 332

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that A.B. Powell, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of November, 1990.

Kay K. Bains  
Notary Public

AFFIX SEAL

My commission expires: 10/16/92

This instrument prepared by:

KAY K. BAINS  
Cabaniss, Johnston, Gardner,  
Dumas & O'Neal  
1900 AmSouth-Sonat Building  
Birmingham, Alabama 35203  
(205) 252-8800

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W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

BOOK 325 PAGE 690



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REAL 817 PAGE 333

EXHIBIT A

PARCEL I:

Lot 5, according to the survey of Mrs. Eleanor G. Goodwin Addition to Griffin Lake, as recorded in Map Book 21 Page 88 in the Bessemer Division of the Probate Office of Jefferson County, Alabama.

PARCEL II:

Lots 1 through 4, both inclusive, Block 380, according to the Survey of Bessemer, as recorded in Map Book 2 Pages 14 and 15 in the Probate

Office of Jefferson County, Alabama.

PARCEL III:

Lots 5 and 6 in Block 380, according to the Survey of Bessemer, as recorded in Map Book 2 Pages 14 and 15 in the Probate Office of Jefferson County, Alabama.

PARCEL IV:

Lot 1, according to Snedecor's Resurvey of Lots 3 and 4 in Block 28, of J. M. Ware's Addition to Birmingham, said Resurvey being recorded in Map Book 5 Page 130 in the Probate Office of Jefferson County, Alabama.

PARCEL V:

Lots 7 and 8 in Block 474, according to the Survey of Bessemer, as recorded in Map Book 2 Pages 14 and 15 in the Probate Office of Jefferson County, Alabama.

PARCEL VI:

Lots 6 through 10, both inclusive, in Block 128, according to the present plan and survey of the City of Birmingham, as made by the Elyton Land Company.

NOTE: This survey is not of record and a copy thereof is not available for recordation.

PARCEL VII:

Lots 9 and 10, in Block 28, according to the Survey of the Revised Map of Corey Land Company, First Subdivision of Corey, as recorded in Map Book 9 Page 15 in the Bessemer Division of Probate Office of Jefferson County, Alabama.

BOOK 325 PAGE 691

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W. HARDY MCCOLLUM

TUSCALOOSA COUNTY, ALABAMA

## Parcel VIII- Group I

Part of the SE 1/4 of the SE 1/4 of Section 22, and part of the NW 1/4 of the NW 1/4 of Section 26, and part of the N 1/2 of the NE 1/4 of Section 27, Township 20 South, Range 5 West, Jefferson County, Alabama, being more particularly described as follows:

Beginning at the Northwest corner of said Section 26, run in an Easterly direction along the North line of said Section for a distance of 980.35 feet; thence turn an angle to the right of 101 deg. 25 min. 31 sec. and run in a Southwesterly direction for a distance of 81.51 feet; thence turn an angle to the right of 7 deg. 08 min. and run in a Southwesterly direction for a distance of 82.77 feet; thence turn an angle to the right of 5 deg. 57 min. and run in a Southwesterly direction for a distance of 80.20 feet; thence turn an angle to the right of 9 deg. 10 min. 30 sec. and run in a Southwesterly direction for a distance of 87.65 feet; thence turn an angle to the right of 12 deg. 51 min. and run in a Southwesterly direction for a distance of 115.72 feet; thence turn an angle to the right of 17 deg. 33 min. and run in a Southwesterly direction for a distance of 84.67 feet; thence turn an angle to the right of 20 deg. 00 min. 20 sec. and run in a Westerly direction for a distance of 76.76 feet; thence turn an angle to the left of 19 deg. 54 min. 10 sec. and run in a Southwesterly direction for a distance of 123.77 feet; thence turn an angle to the left of 23 deg. 30 min. 05 sec. and run in a Southwesterly direction for a distance of 144.49 feet; thence turn an angle to the right of 6 deg. 20 min. 57 sec. and run in a Southwesterly direction for a distance of 292.17 feet; thence turn an angle to the right of 2 deg. 08 min. and run in a Southwesterly direction for a distance of 298.37 feet; thence turn an angle to the right of 0 deg. 28 min. and run in a Southwesterly direction for a distance of 289.58 feet; thence turn an angle to the left of 5 deg. 41 min. 08 sec. and run in a Southwesterly direction for a distance of 219.68 feet to a point on the South line of the N 1/2 of the NE 1/4 of Section 27, and being 414.08 feet West of the Southeast corner of said N 1/2 of the NE 1/4; thence turn an angle to the right of 45 deg. 59 min. 20 sec. and run in a Westerly direction along the South line of said N 1/2 of the NE 1/4 for a distance of 2,216.16 feet to a point 47.60 feet East of the Southwest corner of said N 1/2 of the NE 1/4; thence turn an angle to the right of 138 deg. 36 min. 54 sec. and run in a Northeasterly direction for a distance of 1,077.77 feet; thence turn an angle to the right of 51 deg. 05 min. 09 sec. and run in a Southeasterly direction for a distance of 351.65 feet; thence turn an angle to the left of 54 deg. 46 min. and run in a Northeasterly

EXHIBIT A  
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TUSCALOOSA COUNTY, ALABAMA

GROUP I - PAGE 4

direction for a distance of 784.56 feet; thence turn an angle to the left of 73 deg. 22 min. 20 sec. and run in a Northwesterly direction for a distance of 70.98 feet; thence turn an angle to the right of 97 deg. 03 min. 55 sec. and run in a Northeasterly direction for a distance of 33.31 feet; thence turn an angle to the right of 27 deg. 58 min. 33 sec. and run in a Southeasterly direction for a distance of 127.97 feet; thence turn an angle to the left of 12 deg. 05 min. 07 sec. and run in a Northeasterly direction for a distance of 111.66 feet; thence turn an angle to the left of 10 deg. 30 min. 58 sec. and run in a Northeasterly direction for a distance of 251.38 feet; thence turn an angle to the left of 3 deg. 52 min. 47 sec. and run in a Northeasterly direction for a distance of 168.78 feet; thence turn an angle to the right of 22 deg. 39 min. 10 sec. and run in a Southeasterly direction for a distance of 134.12 feet; thence turn an angle to the right of 12 deg. 19 min. 36 sec. and run in a Southeasterly direction for a distance of 105.29 feet; thence turn an angle to the right of 33 deg. 23 min. and run in a Southeasterly direction for a distance of 53.58 feet, more or less, to the point of beginning; being situated in Jefferson County, Alabama.

Parcel IX - Group I

Part of the SE 1/4 of Section 22 and parts of the N 1/2 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 27, all in Township 20 South, Range 5 West, Jefferson County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of said Section 22, looking in a Northerly direction along the East line of said Section 22, turn an angle to the left of 41 deg. 10 min. 06 sec. and run in a Northwesterly direction for a distance of 53.58 feet; thence turn an angle to the left of 33 deg. 23 min. and run in a Northwesterly direction for a distance of 105.29 feet; thence turn an angle to the left of 12 deg. 19 min. 36 sec. and run in a Westerly direction for a distance of 134.12 feet; thence turn an angle to the left of 22 deg. 39 min. 10 sec. and run in a Southwesterly direction for a distance of 168.78 feet; thence turn an angle to the right of 3 deg. 52 min. 47 sec. and run in a Southwesterly direction for a distance of 251.38 feet; thence turn an angle to the right of 10 deg. 30 min. 58 sec. and run in a Westerly direction for a distance of 111.66 feet; thence turn an angle to the right of 12 deg. 05 min. 07 sec. and run in a Westerly direction for a distance of 127.97 feet; thence turn an angle to the left of 27 deg. 58 min. 53 sec. and run in a Southwesterly

EXHIBIT A  
Page 3 of 12

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TUSCALOOSA COUNTY, ALABAMA

GROUP 1 - PAGE 5

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FILE NO.

direction for a distance of 33.31 feet; thence turn an angle to the left of 97 deg. 03 min. 55 sec. and run in a Southeasterly direction for a distance of 70.98 feet; thence turn an angle to the right of 73 deg. 22 min. 20 sec. and run in a Southwesterly direction for a distance of 784.56 feet; thence turn an angle to the right of 54 deg. 46 min. and run in a Westerly direction for a distance of 351.65 feet; thence turn an angle to the left of 51 deg. 05 min. 09 sec. and run in a Southwesterly direction for a distance of 1,077.77 feet, more or less, to a point on the South line of the NW 1/4 of the NE 1/4 of Section 27; thence turn an angle to the right of 41 deg. 23 min. 06 sec. and run in a Westerly direction along said South line for a distance of 47.60 feet, more or less, to the Southwest corner of said NW 1/4 of NE 1/4 of Section 27; thence turn an angle to the right of 89 deg. 04 min. 20 sec. and run in a Northerly direction along the West line of said 1/4 1/4 Section for a distance of 794.29 feet; thence turn an angle to the left of 80 deg. 06 min. 30 sec. and run in a Northwesternly direction for a distance of 85.24 feet; thence turn an angle to the right of 10 deg. 27 min. 52 sec. and run in a Northwesternly direction for a distance of 79.55 feet; thence turn an angle to the left of 29 deg. 56 min. 43 sec. and run in a Westerly direction for a distance of 39.00 feet; thence turn an angle to the right of 7 deg. 18 min. 17 sec. and run in a Westerly direction for a distance of 151.32 feet; thence turn an angle to the right of 43 deg. 00 min. 38 sec. and run in a Northwesternly direction for a distance of 82.72 feet; thence turn an angle to the right of 57 deg. 10 min. 56 sec. and run in a Northeasterly direction for a distance of 35.83 feet; thence turn an angle to the right of 27 deg. 51 min. 22 sec. and run in a Northeasterly direction for a distance of 314.50 feet; thence turn an angle to the right of 32 deg. 17 min. 49 sec. and run in a Northeasterly direction for 123.56 feet; thence turn an angle to the left of 45 deg. 20 min. 56 sec. and run in a Northeasterly direction for a distance of 315.77 feet; thence turn an angle to the right of 27 deg. 59 min. 47 sec. and run in a Northeasterly direction for 144.93 feet; thence turn an angle to the right of 0 deg. 44 min. 15 sec. and run in a Northeasterly direction for a distance of 569.97 feet; thence turn an angle to the left of 28 deg. 56 min. 56 sec. and run in a Northeasterly direction for a distance of 530.01 feet; thence turn an angle to the left of 82 deg. 52 min. 54 sec. and run in a Westerly direction for a distance of 23.20 feet; thence turn an angle to the left of 70 deg. 55 min. 21 sec. and run in a Southwesterly direction for a distance of 125.59 feet; thence turn an angle to the right of 9 deg. 26 min. 20 sec. and run in a Southwesterly

EXHIBIT A  
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W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

GROUP 1 - PAGE 6 (A)

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REAL 817 PAGE 337

BOOK 325 PAGE 695

direction for a distance of 186.87 feet; thence turn an angle to the right of 60 deg. 48 min. 46 sec. and run in a Northwesterly direction for a distance of 52.01 feet; thence turn an angle to the right of 45 deg. 51 min. 05 sec. and run in a Northwesterly direction for a distance of 116.94 feet; thence turn an angle to the right of 16 deg. 32 min. 14 sec. and run in a Northerly direction for a distance of 119.80 feet to a point on the Southeast line of Lot 15, Amended Map of Tannahill Valley as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, (Bessemer Division), in Map Book 22 page 3; thence turn an angle to the left of 9 deg. 40 min. and run in a Northwesterly direction along the East line of said Lots 15 and 16 for a distance of 251.75 feet to a point on the right of way of Cowley Court; thence turn an angle to the right of 51 deg. 02 min. 30 sec. and run in a Northeasterly direction for a distance of 25.00 feet to the centerline of the right of way of Cowley Court; thence turn an angle to the right of 89 deg. 40 min. 15 sec. and run in a Southeasterly direction for a distance of 740.36 feet; thence turn an angle to the left of 44 deg. 21 min. 49 sec. and run in an Easterly direction for a distance of 519.82 feet; thence turn an angle to the right of 104 deg. 04 min. 56 sec. and run in a Southwesterly direction for a distance of 76.80 feet; thence turn an angle to the left of 3 deg. 30 min. 54 sec. and run in a Southwesterly direction for a distance of 149.24 feet; thence turn an angle to the right of 10 deg. 12 min. 39 sec. and run in a Southwesterly direction for a distance of 101.38 feet; thence turn an angle to the left of 148 deg. 38 min. 17 sec. and run in a Northeasterly direction for a distance of 75.69 feet; thence turn an angle to the left of 6 deg. 21 min. 55 sec. and run in a Northeasterly direction for a distance of 618.62 feet; thence turn an angle to the left of 0 deg. 19 min. 20 sec. and run in a Northeasterly direction for a distance of 352.83 feet; thence turn an angle to the left of 0 deg. 06 min. 50 sec. and run in a Northeasterly direction for a distance of 419.23 feet; thence turn an angle to the right of 0 deg. 57 min. 20 sec. and run in a Northeasterly direction for a distance of 408.45 feet, more or less, to a point on the East line of said Section 22; thence turn an angle to the right and run in a Southerly direction along said East line for a distance of 2,057.72 feet, more or less, to the point of beginning; being situated in Jefferson County, Alabama.

GROUP 1 - PAGE 6 (B)

EXHIBIT A  
Page 5 of 12

1515 0028  
RECORDED IN ABOVE  
MORTGAGE BK&PG  
08 JANUARY 91 09:13:40 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

11:21 NOV 24-20-11

3939 PAGE 295

REAL 817 PAGE 338

Parcel X - Group I

TRACT A

Beginning at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 5 West; thence run along the East line of said 1/4 1/4 660.10 feet; thence turn 88 deg. 38 min. 49 sec. West 660.10 feet; thence turn left 91 deg. 21 min. 11 sec. South 660.10 feet; thence turn left along the South line of said 1/4 1/4 660.10 feet to the point of beginning.

1515 0029  
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MORTGAGE BK&PG

TRACT B

An easement for ingress and egress 10 feet on either side of the center line which is more particularly described as follows: Commence at the SE corner of the NW 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 5 West, and run in a Westerly direction along the South line of said 1/4 1/4 Section and along the South line of certain property owned by Stuart Sims for a distance of 660.10 feet; thence turn an angle of 88 deg. 38 min. 49 sec. to the right and leaving said 1/4 1/4 Section line run in a Northerly direction along the Westerly line of said Sims property for a distance of 660.10 feet to the Northwesterly corner of said property; thence turn an angle of 91 deg. 21 min. to the right and run in an Easterly direction along the North line of said Sims property for a distance of 25.77 feet to the point of beginning; thence turn an angle of 135 deg. 00 min. 41 sec. to the left and run in a Northwesterly direction for a distance of 37.32 feet; thence turn an angle of 4 deg. 54 min. 30 sec. to the right and run in a Northwesterly direction for a distance of 140.43 feet; thence turn an angle of 22 deg. 39 min. to the right and run in a Northwesterly direction for a distance of 42.09 feet; thence turn an angle of 28 deg. 49 min. to the right and run in a Northeasterly direction for a distance of 49.29 feet; thence turn an angle of 33 deg. 20 min. to the right and run in a Northeasterly direction for a distance of 38.32 feet; thence turn an angle of 38 deg. 45 min. 40 sec. to the right and run in a Northeasterly direction for a distance of 76.76 feet; thence turn an angle of 20 deg. 00 min. 10 sec. to the left and run in a Northeasterly direction for a distance of 84.67 feet; thence turn an angle of 17 deg. 33 min. to the left and run in a Northeasterly direction for a distance of 115.72 feet; thence turn an angle of 12 deg. 51 min. to the left and run in a Northeasterly direction for a distance of 87.65 feet; thence turn an angle of 9 deg. 10 min. 30 sec. to the left and run in a Northeasterly direction for a distance of 80.20 feet; thence turn an angle of 5 deg. 57 min. to the left and run in a Northeasterly direction for a distance of 82.77 feet; thence turn an angle of 7 deg. 08 min. to the left and run in a Northeasterly direction for a distance of 86.64 feet, more or less, to the North line of said 1/4 1/4 Section and the end of said easement.

08 JANUARY 91 09:15:40 AM  
J. D. WARDY HECOLMETER  
JUSCALOOSA COUNTY, ALABAMA

BOOK 325 PAGE 696

EXHIBIT A  
Page 6 of 12

GROUP I - PAGE 7

REAL 817 PAGE 339

3939 PAGE 296

PARCEL XI - Group I

1515 0030  
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MORTGAGE BK&PG  
08 JANUARY 91 09:15:45 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

Part of the NE 1/4 of the NE 1/4 of Section 27, and part of the NW 1/4 of the NW 1/4 of Section 26, all in Township 20 South, Range 5 West Jefferson County, Alabama, being more particularly described as follows: Beginning at the southeast corner of said NE 1/4 of NE 1/4 run in a westerly direction along the south line of said NE 1/4 of NE 1/4 for a distance of 414.08 feet to an existing iron pin marking a corner of the Henry Tyler property, thence turn an angle to the right of 134 degrees 00 minutes 40 seconds and run in a northeasterly direction for a distance of 219.68 feet to an existing iron pin; thence turn an angle to the right of 5 degrees 41 minutes 08 seconds and run in a northeasterly direction for a distance of 289.58 feet; thence turn an angle to the left of 0 degrees 28 minutes and run in a northeasterly direction for a distance of 298.37 feet; thence turn an angle to the left of 2 degrees 08 minutes and run in a northeasterly direction for a distance of 292.17 feet; thence turn an angle to the left of 6 degrees 20 minutes 57 seconds and run in a northeasterly direction for a distance of 144.49 feet; thence turn an angle to the right of 23 degrees 30 minutes 05 seconds and run in a northeasterly direction for a distance of 123.77 feet; thence turn an angle to the right of 19 degrees 54 minutes 10 seconds and run in a northeasterly direction for a distance of 76.76 feet; thence turn an angle to the left of 20 degrees 00 minutes 10 seconds and run in a northeasterly direction for a distance of 84.67 feet; thence turn an angle to the left of 17 degrees 33 minutes and run in a northeasterly direction for a distance of 115.72; thence turn an angle to the left of 12 degrees 51 minutes and run in a northeasterly direction for a distance of 87.65 feet; thence turn an angle to the left of 9 degrees 10 minutes 30 seconds and run in a northeasterly direction for a distance of 80.20 feet; thence turn an angle to the left of 5 degrees 57 minutes and run in a northeasterly direction for a distance of 82.77 feet; thence turn an angle to the left of 7 degrees 08 minutes and run in a northeasterly direction for a distance of 81.51 feet to a point of intersection with the north line of the NW 1/4 of NW 1/4 of said Section 26; thence turn an angle

to the right of 78 degrees 34 minutes 29 seconds and run in an easterly direction for a distance of 354.68 feet to an existing iron pipe marking the NE corner of said NW 1/4 of NW 1/4; thence turn an angle to the right of 89 degrees 16 minutes and run in a southerly direction along the east line of said 1/4 - 1/4 section for a distance of 687.17 feet, more or less, to an existing iron pin marking the northeast corner of the Stuart Sims property; thence turn an angle to the right of 91 degrees 21 minutes 11 seconds and run in a westerly direction for a distance of 660.10 feet to an existing iron pin marking the northwest corner of the Stuart Sims property; thence turn an angle to the left of 91 degrees 21 minutes 11 seconds and run in a southerly direction for a distance of 660.10 feet to the southwest corner of the Stuart Sims property; thence turn an angle to the right of 91 degrees 21 minutes 11 seconds and run in a westerly direction along the south line of said NW 1/4 of NW 1/4 for a distance of 677.37 feet, more or less, to the point of beginning, containing 20.69 acres, more or less. The following is a description of a 20.0 foot wide ingress-egress easement situated in the NW 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 5 West, Jefferson County, Alabama, the centerline of which is more particularly described as follows: Commence at the SE corner of the NW 1/4 of the NW 1/4 of Section 26, Township 20 South, Range 5 West, and run in a westerly direction along the south line of said 1/4 - 1/4 section and along the south line of certain property owned by Stuart Sims for a distance of 660.10 feet; thence, turn an angle of 88 degrees 38 minutes 49 seconds to the right and leaving said 1/4 - 1/4 section line run in a northerly direction along the westerly line of said Sims property for a distance of 660.10 feet to the northwesterly corner of said property; thence, turn an angle of 91 degrees 21 minutes 11 seconds to the right and run in an easterly direction along the north line of said Sims property for a distance of 25.77 feet to the point of beginning; thence, turn an angle of 135 degrees 00 minutes 00 seconds to the left and run in a northwesterly direction for a distance of 37.32 feet; thence, turn an angle of 4 degrees 54 minutes 30 seconds to the right and run in a northwesterly direction for a distance of 140.43 feet; thence, turn an angle of 22 degrees 39 minutes to the right and run in a northwesterly direction for a distance of 42.09 feet; thence, turn an angle of 28 degrees 49 minutes to the right and run in a northeasterly direction for a distance of 49.79 feet; thence, turn an angle of 33 degrees 20 minutes to the right and run in a northeasterly direction for a distance of 38.32 feet; thence, turn an angle of 18 degrees 45 minutes 40 seconds to the right and run in a northeasterly direction for a distance of 76.76 feet; thence, turn an angle of 20 degrees 00 minutes 10 seconds to the left and run in a northeasterly direction for a distance of 84.67 feet; thence, turn an angle of 17 degrees 33 minutes to the left and run in a northeasterly direction for a distance of 115.72 feet; thence, turn an angle of 12 degrees 51 minutes to the left and run in a northeasterly direction for a distance of 87.65 feet; thence, turn an angle of 9 degrees 10 minutes 30 seconds to the left and run in a northeasterly direction for a distance of 80.20 feet; thence, turn an angle of 5 degrees 57 minutes to the left and run in a northeasterly direction for a distance of 82.77 feet; thence, turn an angle of 7 degrees 08 minutes to the left and run in a northeasterly direction for a distance of 81.51 feet, more or less, to the north line of said 1/4 - 1/4 section and the end of said easement.

3939 PAGE 297

REAL 817 PAGE 340

BOOK 325 PAGE 698

1515 0031  
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08 JANUARY 91 09:15:50 AM  
H. HARDY MCCOLLUM  
JEFFERSON COUNTY, ALABAMA



3939 PAGE 298

LESS AND EXCEPT FROM PARCEL XI - Group I continued

Commence at the Northwest corner of Section 26, Township 20 South, Range 5 West, thence run East along the North line of said 1/4-1/4 990.55 feet to the point of beginning; thence continue on the last described course 199.72 feet; thence turn 90 deg. right and run South 160 feet; thence turn 90 deg. right and run West 242.41; thence turn 108 feet 33 min. 32 sec. right and run Northeasterly 81.87 feet; thence turn 7 deg. 08 min. left and run Northeasterly 84.15 feet to the point of beginning.

REAL 817 PAGE 341

Parcel XII - Group I

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 23, Township 20 South, Range 5 West; thence run South 89 deg. 52 min. 31 sec. East along the South line of said 1/4-1/4 966.64 feet; thence run North 38 deg. 35 min. 46 sec. East 575.98 feet to a point on the East line of said 1/4-1/4; thence run North 0 deg. 59 min. 12 sec. West along the East line of said 1/4-1/4 877.20 feet; thence run South 90 deg. West along the North line of said 1/4-1/4 470.98 feet; thence run North 0 deg. 57 min. 11 sec. West 400 feet; thence run South 89 deg. 51 min. 50 sec. East 28.74 feet; thence run North 1 deg. 00 min. 54 sec. West 504.60 feet to a point on the South line of a public road; thence run North 82 deg. 16 min. 37 sec. West along said road 51.07 feet; thence run South 1 deg. 12 min. 33 sec. East 515.44 feet; thence run South 0 deg. 57 min. 11 sec. East 395.98 feet to a point on the North line of said 1/4-1/4; thence run North 89 deg. 58 min. 10 sec. West 214.32 feet; thence run South 0 deg. 53 min. 50 sec. East 626.10 feet; thence run North 89 deg. 58 min. 30 sec. West 626.24 feet to a point on the West line of said 1/4-1/4; thence run South 0 deg. 53 min. 31 sec. East along said 1/4-1/4 line 699.59 feet to the point of beginning.

BOOK 325 PAGE 699

1515 0032  
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MORTGAGE BK&PG  
08 JANUARY 91 09:16:00 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

REAL 817 PAGE 342

3939 PAGE 299

PARCEL I- GROUP 2

Commence at the Northwest corner of Section 26, Township 21 South, Range 1 West, thence run Southerly along the West boundary line of said Section 26 for a distance of 1306.89 feet to a point on the Southeast 50-foot right of way line of Southern Railway Which is the Point of beginning of the parcel of land herein described; thence turn an angle of 55 deg. 55 min. 22 sec. to the right and run southwesterly along said right of way line for a distance of 79.97 feet to a point; thence turn an angle of 111 deg. 40 min. 36 sec. to the left and run southeasterly along the North boundary line of the Old Columbiana-Saginaw road (abandoned) for a distance of 52.97 feet to a point; thence turn an angle of 14 deg. 11 min. 32 sec. to the left and continue along said North boundary line of the Old Columbiana-Saginaw road, for a distance of 61.67 feet to a point on the Northwest 40 foot right of way line of Alabama Highway No. 70; thence turn an angle of 33 deg. 32 min. 21 sec. to the left and run Northeasterly along a chord of a curve to the left (said curve being concave Northerly and having a radius of 1392.39 feet and a central angle of 0 deg. 39 min. 33 sec.) for a distance of 16.02 feet to a concrete right of way monument; thence turn an angle of 0 deg 19 min. 49 sec. to the left and run Northeasterly along said right of way for a distance of 124.17 feet to a point; thence turn an angle of 81 deg. 50 min. 58 sec. to the left and run Northerly a distance of 168.08 feet to a point on the aforementioned Southeast 50-foot right of way line of Southern Railway; thence turn an angle of 118 deg. 24 min. 44 sec. to the left and run Southwesterly along said right of way line for a distance of 187.18 feet to the point of beginning; said parcel of land is lying in the NW 1/4 of NW 1/4 and SW 1/4 of NW 1/4, Section 26, and the NE 1/4 of NE 1/4 and SE 1/4 of NE 1/4, Section 27, all in Township 21 South, Range 1 West, Shelby County, Alabama.

PARCEL II- GROUP 2:

Commence at the Southwest corner of Lot 7, Rice Acres, Sector Two, as shown by map recorded in Map Book 5 Page 87 in the office of the Judge of Probate of Shelby County, Alabama, which lies East of the center of the 30-foot easement reserved for private road, as shown on said subdivision map; being situated in Shelby County, Alabama. thence run East along the South line of Lot 7 a distance of 277.41 feet to the center of a 30-foot private road, and the point of beginning; thence turn an angle of 1 deg. 27 min. to the right and run along the South line of Lot 7 a distance of 277.41 feet to a point on contour elevation 397.00 feet; thence run along said contour line to a point which is 26 deg. 11 min. left and 112.65 feet from last named point; thence turn an angle of 36 deg. 28 min. to the left and run a distance of 76.30 feet to the South margin of Old House Road; thence turn an angle of 07 deg. 36 min to the left and run along said road a distance of 147.00 feet; thence turn an angle of 8 deg. 54 min. to the left and run along said road a distance of 138.96 feet; thence turn an angle of 3 deg. 16 min. to the left and run along said road a distance of 96.55 feet; thence turn an angle of 8 deg. 17 min. to the right and run along said road a distance of 59.77 feet to the center line of a 30-foot private road; thence turn an angle of 124 deg. 03 min. to the left and run along said center line a distance of 79.76 feet; thence turn an angle of 22 deg. 14 min. to the right and run along said centerline a distance of 146.99 feet to the point of beginning, the parcel herein described being that part of Lot 7 of Rice Acres, Sector Two, as shown by map recorded in Map Book 5 Page 87 in the office of the Judge of Probate of Shelby County, Alabama, which lies East of the center of the 30-foot easement reserved for private road, as shown on said subdivision map; being situated in Shelby County, Alabama.

BOOK 325 PAGE 700

1515 0033

RECORDED IN ABOVE

MORTGAGE BK&PG

08 JANUARY 21 09:14:05 AM

W. HARRY HICKLIN

TUSCALOOSA COUNTY, ALABAMA

Lot 4, in Block 6, according to the Survey of Bendale, as recorded in Map Book 8, Page 71, in the Office of the Judge of Probate of Jefferson County, Alabama.

3939 PAGE 300

PARCEL II

Lot 5-A, a Resurvey of Lots 5, 6 & North Half of Lot 7, in Block 6, of Bendale, A. H. Beeners Subdivision, as recorded in Map Book 153, Page 11, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL III

The South Half of Lot 7, in Block 6, according to the Survey of Bendale, as recorded in Map Book 8, Page 71, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL IV

Lot 3, in Block 6, according to the Survey of Bendale, as recorded in Map Book 8, Page 71, in the Office of the Judge of Probate of Jefferson County, Alabama.

1515 0034

RECORDED IN ABOVE

MORTGAGE BK&PG

PARCEL VI

Lot 14 and a Part of Lot 15 of Block 430 of the Tuscaloosa Iron and Land Company Survey being more particularly TUSCALOOSA COUNTY, ALABAMA:

08 JANUARY 91 09:16:15 AM

As a point of beginning, start at the Southwest corner of Lot 14; thence run in a Northerly direction and along the west boundary of Lot 14 for a distance of 160.0 feet to the Northwest corner of Lot 14; thence run in an Easterly direction and along the North boundaries of Lots 14 and 15 for a distance of 93.8 feet to a point; thence run in a southerly direction and parallel with the West boundary of Lot 14 for a distance of 82.5 feet to a point; thence run in a Westerly direction and parallel with the North boundaries of Lots 14 and 15 for a distance of 43.8 feet to a point, said point lying on the East boundary of Lot 14; thence run in a Southerly direction and along the East boundary of Lot 14 for a distance of 77.5 feet to the Southeast corner of Lot 14; thence run in a Westerly direction and along the South boundary of Lot 14 for a distance of 50.0 feet to the point of beginning.

The above described property is subject to an easement for ingress and egress over and upon the following described property as retained by Grantors in that certain deed as recorded in Deed Book 883, at Page 220 in the Probate Office of Tuscaloosa County, Alabama: A Four (4) foot access, maintenance and drainage easement being more particularly described as follows: As a point of beginning, start at the Southeast corner of Lot 14, Block 430, TCI&L Survey; thence run in a Northerly direction and along the East boundary of said Lot 14 for a distance of 70.0 feet to a point; thence with a deflection angle of 90 deg. 00 min. to the left, run in a Westerly direction for a distance of 4 feet to a point; thence with a deflection angle of 90 deg. 00 min. to the left, run in a Southerly direction for a distance of 70.0 feet to a point; thence with a deflection angle of 90 deg. 00 min. to the left, run in an Easterly direction for a distance of 4 feet to the point of beginning.

Situated in Tuscaloosa County, Alabama

Source of Title: Deed Book 883, Page 220

## PARCEL VII

(A)

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

Begin at the intersection of the South line of Tuscaloosa Avenue with the East line of High Street (also known as Center Street) and run thence Eastwardly along the South line of Tuscaloosa Avenue for a distance of 160 feet to point of beginning of the lot or parcel here described, from point of beginning thus obtained, continue Eastwardly along the said South line of Tuscaloosa Avenue for a distance of 100 feet; run thence Southwardly and parallel with the East line of High Street for a distance of 100 feet; run thence Westwardly and parallel with the South line of Tuscaloosa Avenue for a distance of 100 feet; run thence Northwardly and parallel with the East line of High Street for a distance of 100 feet to the point of beginning.

(B)

Begin at the Northwest corner of Miller and Clark Survey; thence go westerly along Second Avenue North 26 1/4 feet; thence Southeasterly 100 feet; thence Easterly 26 1/4 feet; thence Northwesterly to the point of beginning. The Miller and Clark Survey is recorded in Map Book 7, Page 49, in the Probate Office of Jefferson County, Alabama. The Lot herein conveyed is located in the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 18 South, Range 3 west.

## PARCEL VIII

Lot 13, Block 63, Addition No. 4, of the Decatur Land Improvement and Furnace Company, to Decatur, Alabama, as shown by map or plat of record in the Office of the Judge of Probate of Morgan County, Alabama.

EXHIBIT A  
Page 12 of 12

1515 0035  
RECORDED IN ABOVE  
MORTGAGE BK&PG  
08 JANUARY 91 09:16:20 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

BOOK 325 PAGE 702



REAL 817 PAGE 345

3939 PAGE 302

EXHIBIT B

Any and all leases now existing or hereafter created between the Mortgagor and Hank's Ambulance Service, Inc., Tarrant Ambulance Service, Inc., Suburban Ambulance Service, Inc., A & A Ambulance Service, Inc, and Ambulance Emergency Services, Inc.

1515 0036  
RECORDED IN ABOVE  
MORTGAGE BK&PG  
08 JANUARY 91 09:16:30 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

STATE OF ALABAMA, JEFFERSON COUNTY  
I hereby certify that no mortgage tax or deed  
tax has been collected on this instrument.  
*George A. [Signature]*  
"NO TAX COLLECTED" Judge of Probate

EXHIBIT C

3939 PAGE 303

REAL 817 PAGE 346

1. Mortgage from Henry H. Tyler to AmSouth Bank, N.A. recorded in Real 559 Page 338 to be paid in full and properly satisfied of record. (Parcel III)

1515 0037

RECORDED IN ABOVE

2. Mortgage from Henry H. Tyler to AmSouth Bank, N.A. recorded in Real 3693 Page 364, Birmingham Division. Assignment of Rents and Leases recorded in Real 3693 Page 364, Birmingham Division. paid in full and properly satisfied of record (Parcel VI).

RECORDED IN ABOVE  
MORTGAGE BK&PG  
JANUARY 31 109:16:35 AM  
HARDY MCCOLLUM  
TOSCALOUSA COUNTY, ALABAMA

3. Mortgage from Henry H. Tyler and Sandra L. Tyler to SouthTrust Bank of Alabama, National Association, and recorded in Real 526 Page 927 to be paid in full and properly satisfied of record. (Parcel IX)

4. 150 foot building line running back from Col-Mart Drive, as shown by recorded map. (Parcel I)

5. Oil, gas and mineral Lease in favor of Conoco, Inc. as recorded in Real 480 Page 976. (Parcel I)

6. Right of way granted to Alabama Power Company as recorded in Real 516 Page 497. (Parcel I)

7. Right of way and rights in connection therewith granted to Jefferson County, as recorded in Real 170 Page 727. (Parcel I)

8. Party Wall Agreement, as recorded in Volume 262 Page 430. (Parcel II)

9. Party wall agreement as recorded in Volume 262 Page 430. (Parcel III)

10. Easements and rights of way, including Release of Damages, granted to Birmingham Belt Railroad Company, as recorded in Volume 541 Page 284, Volume 743, Page 442 and Volume 743 Page 419. (Parcel VI)

11. Rights of tenants in possession under unrecorded Leases. (Parcel VI)

12. Restrictions, covenants and conditions, as recorded in Volume 82 Page 407. (Parcel VII)

13. Right of way granted to Southern Bell Telephone and Telegraph Company, as recorded in Volume 603 Page 295. (Parcel VII)

14. Restrictions, covenants and conditions as recorded in Real 1688 Page 715. (Parcel VIII)

15. Easement for Ingress and egress as recorded in Real 443 Page 826. (Parcel VIII)

16. Any part of subject property lying within right of way of road. (Parcel IX)

17. Riparian rights of other parties in water impoundments and streams (Parcel IX)

18. Oil and gas Leases as recorded in Real 481 Page 628, and Real 484 Page 340. (Parcel IX)

19. Minerals and mining rights, together with release of damages as a result of the exercise of such rights. (Parcel X)

20. Terms and conditions of right of way Agreement as recorded in Real 443 Page 826. (Parcel XI)

21. Any part of subject property lying within the right of way of road (Parcel XI)

22. Lease to Conoco, as recorded in Real 480 Pages 935 and Real 637 Page 282. (Parcel XII)

23. Rights, easements, release from damages and provision as may affect subject property or any part thereof, as described or referred to in deed from Tennessee Coal, Iron & Railroad Company to W. A. Belcher Lumber Company, recorded in Volume 362 Page 535, Bessemer Division. (Parcel XII)

BOOK 325 PAGE 704

3939 PAGE 304

REAL 817 PAGE 347

24. Mortgage from Henry H. Tyler to Nelson Lathan & Betty Lathan, dated March 30, 1987, and recorded in Real 122 Page 898

25. Transmission Line Permit to Alabama Power Company recorded in Deed Book 134 Page 301 (Parcel I-Group 2)

26. Right of way to Shelby County recorded in Deed Book 161 Page 44. (Parcel I - Group 2)

27. Public utility easements and right of ways as shown by recorded plat, including 15 foot easement on West side. (Parcel II-Group 2)

28. Restrictions as shown by recorded plat. (Parcel II-Group 2).

29. Transmission Line permits to Alabama Power Company recorded in Deed Book 153 Page 386, Deed Book 167 Page 116 and Deed Book 194 Page 343. (Parcel II-Group 2)

30. Flood rights of Alabama Power Company and less and except that part, if any, conveyed to Alabama Power Company for raising of Lay Lake recorded in Deed Book 241 Page 849. (Parcel II-Group 2)

31. Riparian rights of others in use of Lay Lake. (Parcel II-Group 2)

32. Title to subject property was formerly vested in Lillian Lee Cunningham dated 1-8-51 and recorded in Volume 464 in the Office of the Judge of Probate of Jefferson County, Alabama. Subsequent to the time we find of record a deed from the State of Alabama to C & S Ventures, Inc. dated 11-15-88 and recorded in Real Volume 1699, page 312 in said Probate Office. Before we file, we require a deed from Lillian Lee Cunningham and spouse, to Dennis Reno. If said deed cannot be obtained, then we require an In Rem Suit to Quit Title to be successfully concluded naming Lillian Lee Cunningham, her unknown heirs, devisees or assigns as party defendants. We reserve the right to make additional requirements as the facts in this case may warrant (Parcel VIIb).

33. Mineral and mining rights and all rights incident thereto including release of damages are not insured herein.

34. Less and except any portion of subject property which may be part of a railroad right of way (Parcel IV)

35. Mineral and mining rights as set out in deed recorded in Real Volume 2562, page 967 (Parcel II).

36. Restrictions and agreements as shown by record plat (Parcel II).

37. Less and except any portion of subject property which may be part of a roadway (Parcel VII).

38. Subject to the terms and conditions as set forth in deed recorded in Real Volume 2836, page 555 (Parcel VII)

39. Right of way in favor of Alabama Power Company recorded in Deed Book 285, page 80 (Parcel VI).

40. Easement for ingress and egress and that certain easement for encroachment of building and retaining wall as contained in deed recorded in Deed Book 883, page 220 (Parcel VI).

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

1990 DEC 21 PM 12:57

RECORDED & DEED TAX HAS BEEN PAID ON THIS STATEMENT

George R. Reynolds

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
EXHIBIT C WAS FILED ON  
Page 2 of 2

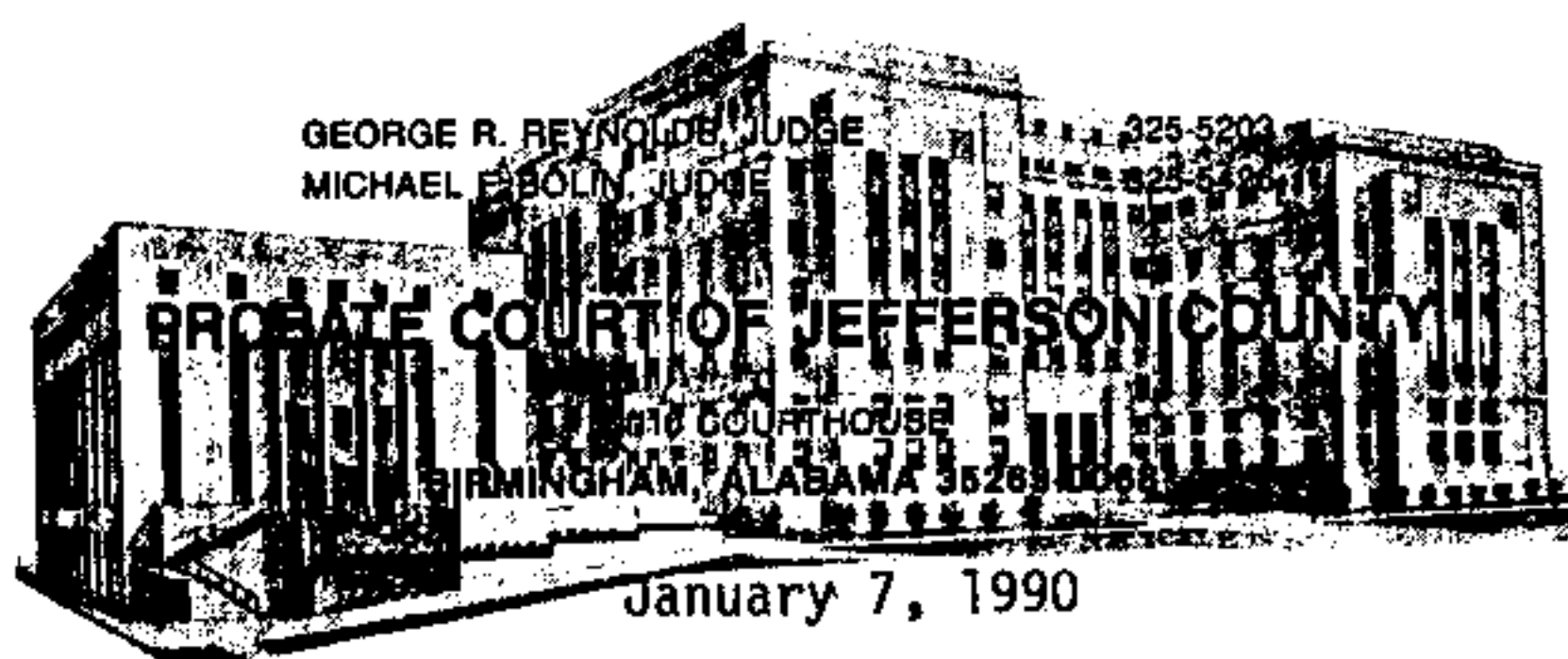
1990 DEC -7 AM 11:44

RECORDED & DEED TAX HAS BEEN PD. ON THIS INSTRUMENT

George R. Reynolds  
JUDGE OF PROBATE

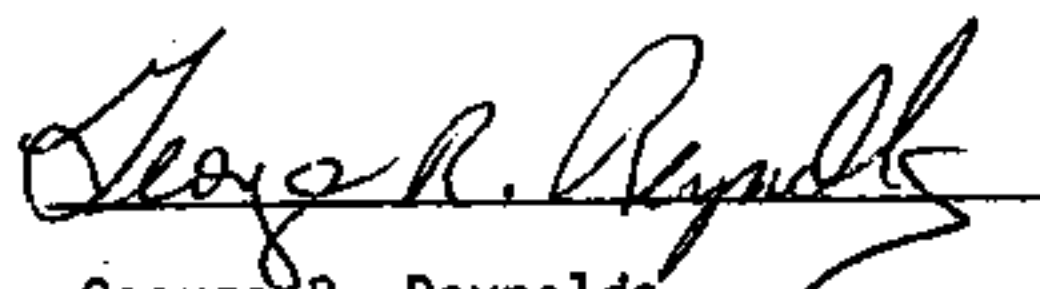
BOOK 325 PAGE 705

CHIEF COURT CLERK  
BIRMINGHAM DIVISION  
PEGGY A. PROCTOR  
PHONE 325-5429



JOHN C. BOCKETT  
DEPUTY PROBATE JUDGE  
BESSEMER DIVISION  
BESSEMER, ALABAMA  
PHONE 481-4100

I, George R. Reynolds, Judge of Probate of Jefferson County, Alabama, do hereby certify that this office filed and recorded a mortgage from Henry H. Tyler and Sandra to Amsouth Bank December 7, 1990. Said mortgage was recorded in Volume 3939, Page 270 and a tax of \$5,250.00 was collected at the time of filing.

  
George R. Reynolds  
Judge of Probate

1. Deed Tax ----- \$  
2. Mtg. Tax ----- \$  
3. Recording Fee ----- \$  
4. Indexing Fee ----- \$  
5. No Tax Fee ----- \$  
6. Certified Fee ----- \$  
Total ----- \$

1515 0003  
RECORDED IN ABOVE  
MORTGAGE BK&PG  
08 JANUARY 91 09:07:15 AM  
W. HARDY MCCOLLUM  
TUSCALOOSA COUNTY, ALABAMA

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

91 JAN 11 AM 10:09

  
JUDGE OF PROBATE

08 JANUARY 91 09:26:35 AM 00038622 0021  
PAT REC BK&PG TOT PAID: 3.50  
00000000  
REC RECORDING FEES 3.50

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