

Mortgagors (last name first):

BIRMINGHAM BAG COMPANY, L.L.C.

Date: _____

THE STATE OF ALABAMA

SHELBY County

Mortgagees:

CONSUMER GUARANTY CORPORATION

221 East Indianapolis, Suite 200

Phoenix, Arizona #5012

72

This instrument was prepared by:

John E. Hagstrat, Jr.
Bradley, Arant, Rose & White
1400 Park Place Tower
2001 Park Place
Birmingham, Alabama 35203

KNOW ALL MEN BY THESE PRESENTS: That whereas

Birmingham Bag Company, L.L.C., an Alabama limited liability company

has become justly indebted to CONSUMER GUARANTY CORPORATION

has become justly indebted to CONSUMER GUARANTY CORPORATION
with offices in Phoenix, Arizona, (together with its successors and
affiliates)

assigns, hereinafter called "Mortgager") in the sum of Four Hundred Sixty-Seven Thousand Five Hundred and No/100 (\$467,500.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

(Complete the following if term of note(s) is more than 20 years) The final scheduled maturity date of such note(s) is _____

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the indebtedness described above, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon, all sums advanced by Mortgagee pursuant to the terms of this mortgage, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (all of the foregoing being sometimes referred to collectively in this mortgage as the "secured indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned

Birmingham Bag Company, L.L.C.

(whether one or more, hereinafter called "Mortgagors") do hereby grant, bargain, sell, convey, assign, grant a security interest in, transfer and warrant unto Mortgagee the following described real property situated in Shelby County, State of Alabama, viz:

See attached Exhibit A made a part hereof

together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire and intrusion detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (excluding, however, all personal property, equipment and/or fixtures purchased from either AmSouth Bank of Alabama or Lenzing USA Corporation by Mortgagor or any affiliate of Mortgagor regardless of where located) (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "mortgaged property");

And together with all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property or on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property (excluding, however, all personal property, equipment and/or fixtures purchased from either AmSouth Bank of Alabama or Lenzing USA Corporation by Mortgagor or any affiliate of Mortgagor, regardless of where located, provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12(d), Mortgagee's security interest in those household goods is limited to a purchase money security interest; and provided further, that if the mortgaged property includes the principal dwelling of any Mortgagor who is an individual, and if the securing by this mortgage of any particular other or future indebtedness would give rise to a right of rescission under 15 U.S.C. Section 1635 or the regulations promulgated thereunder, such other or future indebtedness will be secured by this mortgage only if all required notices of the right of rescission were timely and properly given.

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

09/02/1994-27163
11:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOS MCD 719.75

1994-27163

For the purpose of further securing the payment of all of the secured indebtedness Mortgages represent, warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property except as otherwise expressly stated herein, they have a good right to convey the same as aforesaid, they will warrant and forever defend the title of Mortgagee to the mortgaged premises against the lawful claims of all persons whomsoever, and the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, and other liens or mortgages, taking priority over this mortgage.

3. That they will keep the buildings and other improvements now or hereafter located on the mortgaged property and the other personal property described above continuously insured against loss or damage, including loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may reasonably specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 30 days notice to Mortgagee before cancellation or lapse of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgages may provide such insurance through an existing policy or a policy or policies independently obtained and paid for by Mortgages. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance offered or obtained by Mortgages. Mortgages shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgages fail to keep said property insured as above specified, Mortgagee may insure said property for its insurable value or the unpaid balance of the secured indebtedness against loss by fire, wind and other hazards for the benefit of Mortgages and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of all insurance on the mortgaged property and the other personal property described above shall be paid by the insurer to Mortgagee, which is hereby granted full power to endorse in the name of Mortgages any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Insurance proceeds collected by or paid to Mortgagee will if sufficient to restore the improvements to the condition in which they existed immediately prior to such damage be used in repairing or reconstructing the improvements on the mortgaged property. No application of insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall extend or postpone the due date of any scheduled payments of the secured indebtedness or reduce the amount of such payments. In the event of a dispute with any insurer regarding coverage, the amount of any loss, or the like, Mortgagee may join in any action against the insurer. If Mortgagee elects not to join in any action and Mortgages elect to pursue any claim or action against the insurer, Mortgages agree to do so solely at their expense, and Mortgages waive any right to require Mortgagee to join in the claim or action or to charge Mortgagee with any part of the expenses of the claim or action even if Mortgagee benefits from it.

4. {Deleted}

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgages fail to make repairs to the mortgaged property, Mortgagee may upon prior notice to Mortgages make such repairs at Mortgages' expense. Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time upon prior notice to Mortgages for the purpose of inspecting or repairing such improvements.

6. That upon failure of Mortgages to perform any covenant herein made, Mortgagee shall have the right and power, at its election, to perform such act on behalf of Mortgages, but Mortgagee shall have no duty to perform such act or to give notice of its intention not to perform, whether or not it has performed or given notice of its intention not to perform on one or more previous occasions. All amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens or mortgages on the mortgaged property or other obligations of Mortgages or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note, or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee until date paid by Mortgages, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgages to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire secured indebtedness to be due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past, present or future defaults on the part of Mortgages, and that the procurement of insurance or payment of taxes or other liens or assessments or performance of other obligations of Mortgages by Mortgagee shall not constitute or be deemed to be a waiver of the right to accelerate the maturity of the secured indebtedness by reason of the failure of Mortgages to procure such insurance or to pay such taxes, liens, or assessments or perform such other obligations, it being agreed by Mortgages that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgages who are obligated to pay the secured indebtedness will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, and any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgages to Mortgagee, whether now or hereafter incurred, provided that, notwithstanding any provision of this mortgage to the contrary, those Mortgages who are not obligors on any of the secured indebtedness make the conveyances, grants, representations and warranties herein made by Mortgages, but are not personally obligated to pay any sum of money or perform any affirmative act under this mortgage.

9. Subsequent to a default in the payment of any of the secured indebtedness or in the performance of any of the terms or conditions of this mortgage, Mortgagee may give notice of the assignment of rents, royalties, income and profits herein made and may proceed to collect the rents, royalties, income and profits from the mortgaged property, either with or without the appointment of a receiver, at Mortgagee's election (to which appointment Mortgages hereby consent). Prior to any such notification by Mortgagee, Mortgages shall have a limited license, terminable at will by Mortgagee, to collect such rents and other payments and to apply the same in whole or in part to the payment of the secured indebtedness as and when due. Any rents, royalties, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee pursuant to the terms of this mortgage and the interest thereon, then to interest due on the secured indebtedness, and the remainder, if any, shall be held as cash collateral for the secured indebtedness or applied toward the payment of the principal sum of the secured indebtedness, at Mortgagee's election.

10. That unless Mortgagee's written consent has been obtained in advance, (a) they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgages, (b) they will not cut, remove, sell or contract to sell any standing timber from the mortgaged property, and (c) they will not sell, assign, transfer, convey, lease, or sublet all or any part of the mortgaged property or any oil, gas or mineral rights or other interest therein, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the obligors' or transferee's agreeing to pay a greater rate of interest on all or any part of the secured indebtedness or to adjust the payment schedule of all or any part of the secured indebtedness, and upon Mortgagee's approval of the creditworthiness of the transferee and the transferee's payment to Mortgagee of a reasonable transfer or assumption fee.

11. That, to the best of Mortgages' actual knowledge, except as otherwise expressly disclosed by Mortgages to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been spilled, released, discharged, or disposed of on or under the mortgaged property by Mortgages or, to the best of Mortgages' actual knowledge, by any third party or any predecessor in interest or title to Mortgages; to the best of Mortgages' actual knowledge, no underground storage tanks, whether in use or not in use, are located in, on or under any part of the mortgaged property; to the best of Mortgages' actual knowledge, Mortgages and the mortgaged property are in compliance with all applicable local, state and federal environmental laws and regulations, and Mortgages will at all times cause the mortgaged property to continue to be in compliance therewith; no notice has been received by Mortgages from any governmental authority or any individual or entity claiming violation of any environmental protection law or regulation, or demanding compliance with any environmental protection law or regulation, or demanding payment, indemnity, or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgages will notify Mortgagee promptly in writing if any such notice is hereafter received by Mortgages; and any Hazardous Substance used or produced in Mortgages' business will be used, produced, stored, and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgages will notify Mortgagee immediately if any Hazardous Substance is spilled, released or discovered on or under the mortgaged property, and Mortgages will take or cause to be taken such remedial action and work as may be necessary to be performed on the mortgaged property in order to remedy such spilled, released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from all applicable governmental authorities. As used herein, the term "Hazardous Substance" includes, without limitation, any asbestos, urea formaldehyde foam insulation, explosive, radioactive material, hazardous material, hazardous waste, hazardous or toxic substance, or related or unrelated substance or material which is defined, regulated, controlled, limited or prohibited in or by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et. seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Section 6901 et. seq.), the Clean Water Act (33 U.S.C. Sections 1251 et. seq.), the Clean Air Act (42 U.S.C. Section 7401 et. seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.), as any of the foregoing is now or hereafter amended, or in any other federal, state or local environmental law, ordinance, rule or regulation now or hereafter in effect.

12. That Mortgages will indemnify and hold Mortgagee harmless from and against any and all loss, cost, damage, claim, liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgages of any representation, warranty or covenant set forth in paragraph 11, above, or Mortgages' failure to perform any covenant or obligation under paragraph 11, or Mortgages' or the mortgaged property's failure to comply fully with all environmental laws and regulations, or any other matter related to environmental conditions on, under or affecting the mortgaged property. This paragraph 12 shall survive payment of the secured indebtedness, termination of the other provisions hereof, and exercise by Mortgagee of the power of sale herein contained.

13. That if the "Construction Mortgage" box is marked below, this mortgage is a construction mortgage which secures an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property, and Mortgages will perform and comply with the terms of any construction loan agreement made with Mortgagee with regard to such improvement.

14. That all of the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this mortgage, the term "Mortgagors" also means "Mortgagors, or any of them;" the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagors hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the secured indebtedness (including, without limitation, all extensions, renewals and increases of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in paragraph 12, above, which shall survive termination of this mortgage); but should default be made in the payment when due (whether as originally scheduled or upon acceleration of maturity) of the secured indebtedness or any part thereof or any renewals, extensions or increases thereof or any interest thereon or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should a petition to condemn all or any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the secured indebtedness or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the material covenants contained in this mortgage or in any note or other evidence of secured indebtedness be declared invalid or unenforceable by any court of competent jurisdiction, or if any of the Mortgagors is a corporation and should any owner of the voting stock of such corporation sell or otherwise transfer 50% or more of the outstanding voting stock of such corporation to any other person or entity, or if any of the Mortgagors is a partnership (general or limited) and should the partnership dissolve or should any general partner of such partnership withdraw, be replaced by the limited partners, die or become incompetent, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the secured indebtedness, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where said property, or any substantial and material part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the property for sale, and conveying, including reasonable attorneys' fees (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage or sell any of the mortgaged property under this mortgage and attorneys' fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the secured indebtedness and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its election, sell said property en masse regardless of the number of parcels hereby conveyed. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the mortgaged property not previously sold shall have been sold or all of the indebtedness and other obligations secured hereby have been satisfied in full. And upon the occurrence of any such event described above, with respect to all of the mortgaged property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property in accordance with Mortgagee's rights and remedies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors hereby waive, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

☐ Construction mortgage. If this box is marked, this mortgage is a construction mortgage.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal or has caused this instrument to be executed (and its seal to be affixed hereto) by its officer(s) or partner(s) thereunto duly authorized, this 17th day of _____, 1994.

BIRMINGHAM BAG COMPANY, L.L.C.

By: REED FAMILY PARTNERSHIP, LTD.

Its Member

By: 
Robert E. Reed
General Partner

THE STATE OF _____
_____ COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, _____ he _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19_____.
(Notarial Seal) _____
Notary Public

THE STATE OF ALABAMA,
_____ COUNTY

INDIVIDUAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, _____ he _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19_____.
(Notarial Seal) _____
Notary Public

THE STATE OF ALABAMA,
JEFFERSON COUNTY

CORPORATE ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert E. Reed
whose name as General Partner
of Reed Family Partnership, Ltd., an Alabama limited partnership, as a Member of Birmingham Bag Company, L.L.C., an Alabama limited
liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of
the contents of the conveyance, _____ he, as such general partner and with full authority, executed the same voluntarily for and as the act
of said partnership acting in its capacity as member as aforesaid.
Given under my hand and official seal this 17 day of August, 1994.
(Notarial Seal) _____
Robert E. Reed
Notary Public

THE STATE OF ALABAMA,
_____ COUNTY

PARTNERSHIP ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____
whose name as general partner of _____
a (general) (limited) partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being
informed of the contents of the conveyance, _____ he, as such general partner and with full authority, executed the same voluntarily for and as the
act of said corporation.
Given under my hand and official seal this _____ day of _____, 19_____.
(Notarial Seal) _____
Notary Public

AFTER RECORDING
PLEASE RETURN
TO

REAL ESTATE
MORTGAGE
SECURITY AGREEMENT
AND
FINANCING STATEMENT

THE STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

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

Judge of Probate

EXHIBIT A

Legal Description

PARCEL I:

A part of the NW ¼ of SE ¼ of Section 15, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SE corner of the NE ¼ of SE ¼ of Section 15, and run Westerly along South line a distance of 871.46 feet; thence continue Westerly along South line a distance of 1317.5 feet; thence turn angle to right of 78°20' and run 339.02 feet, more or less, to North line of a 50-foot road, for the point of beginning; thence continue in the same direction a distance of 287.58 feet to the SW corner of property sold to Allied Flexible Products, Inc.; thence turn an angle to right of 101°39' and run Easterly along South line of Allied Flexible Products, Inc. property 811.23 feet to the NW corner of property sold to August Leonard Armstrong and Merle S. Armstrong, as described in Deed Book 251, on Page 402 in the Probate Office of Shelby County, Alabama; thence turn an angle to right of 100°19'30" and run 292.25 feet to North right of way line of a 50-foot roadway; thence run Westerly along North line of said 50-foot roadway 696.10 feet to point of beginning.

PARCEL II:

From the Southwest corner of the NW ¼ of the SE ¼ of Section 15, Township 20 South, Range 3 West, run Easterly along the South line of said quarter-quarter Section for a distance of 455.21 feet; thence turn left an angle of 101°40' and run Northwesterly 626.60 feet to the point of beginning of the land herein described; thence continue Northwesterly 715.51 feet to the South right-of-way of L & N Railroad; thence turn right an angle of 90°22' and run Northeasterly 477 feet; thence turn right an angle of 124°39' and run Southwesterly 78.94 feet; thence turn left an angle of 16°09' and run Southwesterly 156.74 feet; thence turn left an angle of 59°22' and run Southeasterly 151.36 feet; thence turn left an angle of 53°48' Northeasterly 249.73 feet; thence turn right an angle of 43°56'20" and run Southeasterly 176.79 feet; thence turn right an angle of 3°35'20" and run Southeasterly 200.88 feet; thence turn right an angle of 54°14' and run Southeasterly 160.09 feet; thence turn right an angle of 44°31' and run Southwesterly 247.19 feet; thence turn right an angle of 49°34' and run Westerly 811.23 feet to the point of beginning.

Also including all the land that lies West of the center of Prairie Branch and the above described land.

All situated in Shelby County, Alabama.

09/02/1994-27163
11:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 719.75

Inst # 1994-27163