

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

FORM UCC-1 ALA

FIXTURE FILING

Important: Read Instructions on Back Before Filing out Form.

REORDER FROM
Registré, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: **15** This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Sullivan & Worcester
767 Third Avenue
New York, New York 10017
Attention: Simon B. Posner, Esq.

Pre-paid Acct. # _____
2. Name and Address of Debtor (Last Name First if a Person)

ABC Rail Products Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

Social Security/Tax ID # _____
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E
3. SECURED PARTY (Last Name First if a Person)

Creditanstalt Corporate Finance, Inc.
2 Greenwich Plaza
Greenwich, Connecticut 06830

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See Schedule A annexed hereto for a description of the collateral.
Collateral is or includes fixtures.

See Schedule B annexed hereto for a description of the real estate.

The Record Owner of the Real Estate described in said Schedule B is:

ABC Rail Products Corporation

(Judge of Probate, Shelby County, Alabama)

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

2	0	0	---
3	0	0	---
5	0	0	---
7	0	0	---
---	---	---	---
---	---	---	---
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Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ **9,900,000.00**
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **14,850.00**

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

ABC Rail Products Corporation
Signature(s) of Debtor(s)
By: **Charles Self, Treasurer**
Type Name of Individual or Business

Creditanstalt Corporate Finance, Inc.
Signature(s) of Secured Party(ies) or Assignee
Type Name of Individual or Business

Schedule A to
UCC Financing Statement

Debtor: ABC Rail Products Corporation
200 South Michigan Avenue
Chicago, Illinois 60604

Secured Party: Creditanstalt Corporate Finance, Inc.
2 Greenwich Plaza
Greenwich, Connecticut 06830

This financing statement covers the following types (or items) of property:

All of the following personal property and fixtures of Debtor, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Collateral"):

- (1) Equipment;
- (2) Assigned Contracts;
- (3) Assigned Contract Rights;
- (4) General Intangibles;
- (5) Documents of Debtor pertaining to any of the Collateral; and
- (6) All Proceeds of all or any of the Collateral described in clauses (1) through (5).

For the purposes hereof, the following terms shall have the following respective meanings:

"Assigned Contracts" - means the Purchase Agreements and any other agreement or instrument now existing or hereafter executed or entered into providing for the purchase of Equipment by Debtor (including, without limitation, any Replacement Purchase Agreement), as such agreements may be amended, modified and supplemented from time to time, together with all schedules, annexes and exhibits thereto.

"Assigned Contract Rights" - means all of Debtor's right, title and interest, powers, privileges and other benefits, whether now existing or hereafter arising, in, to and under the Assigned Contracts, including, without limitation, the right to make all waivers and agreements, to give all notices, consents and releases, to take action upon the happening of any default giving rise to a right in favor of Debtor under any of the Assigned Contracts, and to do any and all other things whatsoever which Debtor is or may become entitled to do under any of the Assigned Contracts.

"Documents" means (except as otherwise specifically provided herein) all "documents" (as defined in the UCC) or other receipts covering, evidencing or representing all or any of the Equipment, now owned or hereafter acquired by Debtor.

"Equipment" means all of the machinery and equipment set forth on Annex 1 hereto, now owned or hereafter acquired by Debtor, together with (i) all accessories and accessions thereto, (ii) all repairs to any of the foregoing (or any part or component thereof now or hereafter acquired), and (iii) all substitutions and replacements for the foregoing or any part or component thereof which substitution or replacement results from or is in connection with (A) any of the foregoing (or any part or component thereof) becoming worn out or damaged in the ordinary course of business, or (B) any of the foregoing (or any part or component thereof) which fails to function properly, and, as to which, the replacement or substitution item is reasonably equivalent to the item being replaced or for which it is being substituted.

"General Intangibles" means all "general intangibles" (as defined in the UCC) now owned or hereafter acquired by Debtor, constituting Assigned Contract Rights.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, Collateral, including without limitation all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

"Purchase Agreements" means all agreements, instruments and documents to which Debtor is a party, including, without limitation, those set forth on Annex 2 hereto, which provide for the purchase by Debtor of Equipment, as any of them may be amended, modified and supplemented from time to time, together with all quotations, proposals, purchase orders, schedules,

annexes and exhibits now or hereafter attached thereto, included therein or delivered in connection therewith.

"Replacement Purchase Agreement" means any agreement to purchase equipment to replace malfunctioning Equipment.

"UCC" means the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of perfection or the effect of perfection or non-perfection.

EQUIPMENT

- Six (6) Diedesheim Vertifront Vertical Turning Machines size 120 RW, serial numbers: 22625, 22626, 22627, 26895, 22628, 22629, 22630, 26895.
- Six (6) Diedesheim step down transformers.
- Six (6) Diedesheim clamping jaws.
- Six (6) Diedesheim Automatic Lubrication Systems.
- Two (2) Diedesheim NC Gantry system for six Vertifront Turning Machines size 120 RW consisting of:
- One (1) Area gantry robot with one set of grippers with SIEMENS robot control;
 - One (1) Siemens Servo motor driven axis; and
 - Two (2) Sets of gripper fingers.
- Six (6) Sets of stands in front of Vertifront Vertical Turning Machines consisting of double stand with hardened vest details and special sheet metal for chip removal into floor channels.
- One (1) Diedesheim 8-meter inbound conveyor to machine two different parts at the same time with manual adjustable side guides, adjustable prismatic meter stop and individually driven sections.
- One (1) Diedesheim 8-meter outbound conveyor with individual driver sections, manually adjusted side guides.
- One (1) Pangborn ES-1800 Monorail Machine with three 60 HP 240DD-4 RI Rotoblast Units, Power and Free Monorail Loop, Motors and Controls.
- One (1) Torit Downflo Cartridge Model DFT 2-12 Type Dust Collector with motors and control addition to blast machine electrical panel.
- One (1) Sweco Shot Classifier 72" diameter, motor and controls.
- One (1) Lot $\frac{1}{2}$ " thick manganese wear plates
- One (1) Allen Bradley Data Liner to display alarm messages.

One (1) Webb-Stiles of Alabama conveyor system with precision bearings and powered rollover devices, soft-start capacity, roll-over units, and wheel diameter sizing consisting of:

One (1) Hydraulic upender (no CDLR);

One (1) Automatic de-stacker;

One (1) 5 ft. long x 48" BF chain driven live roller (CDLR);

Seven (7) Roll-over units with CDLR;

Ten (10) 5 ft. long 3-strand chain transfers;

Two (2) 13 ft. long x 48" BF CDLR with 1 drive each;

One (1) 23'-6" long x 48" BF CDLR with 2 drives;

Two (2) Vertical tilt-up units with CDLR;

Two (2) Inspection stations;

One (1) 33' long CDLR with 3 drives;

Four (4) Grinding stations;

One (1) 17' long CDLR x 48" BF with 1 drive;

One (1) 9'-6" long CDLR x 48" BF with 1 drive;

One (1) 16' long CDLR x 48" BF with 1 drive;

Two (2) Hydraulic upenders with CDLR;

One (1) 108' long CDLR x 48" BF with 7 drives;

One (1) 13' long CDLR x 48" BF with 1 drive;

One (1) 19' long CDLR x 48" BF with 2 drives;

One (1) 11' long x 48" CDLR with 2 drives;

One (1) Vertical tilt unit with CDLR;

Five (5) Vertical holding stations with kickout;

- One (1) Shuttle car;
- One (1) Wheel storage lanes;
- One (1) Scale under CDLR 19; and
- Five (5) Hydraulic systems.
- One (1) Hawk Design automated magnetic particle processing unit powered by Magnaflux M-530 power packs and operated under the control of an Allen-Bradley PLC.
- One (1) IRT, Inc. System AS-200 series "Wheel Inspector" train wheel inspection system consisting of:
 - One (1) UPR 50 A & B ultrasonic programmable receiver board;
 - Two (2) RPPI pulser preamplifiers;
 - One (1) 3U height RPP1 enclosure with stabilized DC; power supply and forced ventilation for 8 channels;
 - One (1) Single-channel software (two hardware gates per channel);
 - One (1) Expansion interface hardware and software for second to eighth UPR channels;
 - One (1) System computer with external 14" VGA monitor;
 - One (1) Dual-channel digital output interface;
 - One (1) Encoder synchronization interface (dual-channel RAN-GEN);
 - One (1) AND/OR/NOR programming software (up to two hardwired outputs, up to 20 software outputs);
 - One (1) On-line flaw recording and storage module including longitudinal position encoder, monochromatic printer and reporting software;
 - One (1) 35U height, 19" rack-mount wheeled industrial cabinet with forced

- ventilation, including all wiring,
control panel and operator keyboard;
- One (1) Climate control for control cabinet;
- One (1) Wheel inspection electronics and
pneumatics;
- One (1) Inspection gantry;
- One (1) Set of Vertical guide rails;
- One (1) Eight-channel inspection head with
water conditioning equipment;
- Eight (8) Probe carriages (bubblers) with
water coupling accessories;
- One (1) Dual 5MHz, 0 Deg longitudinal probe
with plexiglass shoe; and
- One (1) 2 MHz, 45 Deg shear probe with
built-in plexiglass prism.
- One (1) Hydroflow Model SF-1350 Star Filter with 8 x 2
x 3 x 96 Star Element including one main and
one stand-by process systems vertical turbine
pump, Model 12HH-165, 3 stage, 7.5 HP, 1800 rpm
rated at 1350 GPM/70 PSI.
- One (1) 200 L.F. 18" wide round bottom flume with flush
boxes and 1/2" slip not cover.
- One (1) 1-1/2" fibergrate pit cover with W8X24 beams, 2'
O.C. 250 PSF loading.
- One (1) Trabon lube system and maxi-monitor lube
station for two vertical turbine pumps with
distribution blocks on pumps.
- Five (5) Nichols Industrial Sales Co. fabricated chip
containers for machine swarf removal.
- One (1) Herman Williams Company, Inc. prototype grinder
for designing POPS grinder system.
- One (1) Herman Williams Company, Inc. automatic POPS
grinding system with 75 HP constant speed
motor.
- One (1) Herman Williams Company, Inc. union rotary POPS
grinder system.
- One (1) Ingersoll-Rand EP200 Air Compressor.

One (1)	Ingersoll-Rand DXR 1000 Refrigerated Air Dryer.
One (1)	Ingersoll Rand Model NLM-3 coalescing type, self cleaning separator filter.
One (1)	Ingersoll-Rand 660 gallon 42" x 120" ASME coded, 137 psi working pressure vertical air receiver complete with pressure gauge, safety relief valve and electric automatic drain valve.
Six (6)	Diedesheim tool monitor systems, type T302 (Prometec).
One (1)	Parsetter 240 with UTS 100 spindle with manual clamping.
One (1)	P16-UTS 100 spare spinder.
One (1)	Parsett Pro-Software 006-602.
One (1)	Cabinet Bench Z985212.
Two (2)	Weber Marking Systems Model 2138 barcode printer applicators.
One (1)	Weber Marking Systems printer stand.
One (1)	Dell Computer Dimension 466V/XPS MD base with 256K cache.
One (1)	Dell Computer performance keyboard 101 key, 6 pin.
One (1)	Dell Computer 8MB RAM, 486/L/MX/T/NP/DIM, 2 SIMMS.
One (1)	Dell Computer UltraScan 17ES color monitor auto-switchable 110-240 volt.
One (1)	Dell Computer 528/540MB IDE hard drive.
One (1)	DOS 6.2, Windows 3.1 MS system mouse.
One (1)	Dell Computer 4MB RAM, 1 SIMM.
One (1)	Number Nine GXE video board with 2MB.
One (1)	80/250MB internal tape drive with Norton for DOS software.
Two (2)	Lantana Communications Corporation analog card P#742 8-port.

One (1)	Lantana Communications Corporation hybrid card P#TN762B 8-port.
One (1)	Lantana Communications Corporation cordless telephone P#9100.
One (1)	CAD-1 autocard software (Release 12 for Windows).
One (1)	Wordperfect 6.0A.
One (1)	Hewlett Packard 9000 workstation, with process management information system software.
One (1)	Hewlett Packard Data Communications terminal controller P#2345AR.
Four (4)	Hewlett Packard 8 port direct connect.
One (1)	Hewlett Packard 6 port modem connect.
Thirty-six (36)	Krupp Widia cutting tool heads #1LH.
Thirty-six (36)	Krupp Widia cutting tool heads #2LH.
Thirty-six (36)	Krupp Widia tool cartridges #2LH.
Thirty-six (36)	Krupp Widia cutting tool heads #3LH.
Thirty-six (36)	Krupp Widia cutting tool heads #4/5LH.
Thirty-six (36)	Krupp Widia tool cartridges #4LH short.
Thirty-six (36)	Krupp Widia tool cartridges #5LH long.
Thirty-six (36)	Krupp Widia tool cutting heads #1RH.
Thirty-six (36)	Krupp Widia tool cutting heads #2RH.
Thirty-six (36)	Krupp Widia tool cutting heads #3RH.
One (1)	Wilson Instrument, Inc. automatic Brinell hardness testing system.
One (1)	Cooper Power Systems, 3750 KVA transformer 3-phase, 60 hertz, with 13.8 KV Delta Primary, 480Y/277 Secondary 2-2 1/2 Taps A & B Normal, liquid level gauge, dial thermometer, drain valve with sample.
One (1)	Central Machine and Fabrication shot peener loader with centering device, unloader and wheel lift.

PURCHASE AGREEMENTS

- (1) ABC Rail Products Corporation Purchase Order # P1022415 dated January 24, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (2) ABC Rail Products Corporation Purchase Order # P1023229 dated March 23, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (3) ABC Rail Products Corporation Purchase Order # P1022603 dated February 10, 1994 to Pangborn Corporation and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (4) ABC Rail Products Corporation Purchase Order # P1023617 dated April 20, 1994 to Webb-Stiles of Alabama and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (5) ABC Rail Products Corporation Purchase Order # P1023515 dated April 12, 1994 to Hawk Design Consultants, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (6) ABC Rail Products Corporation Purchase Order # P1023760 dated April 29, 1994 to IRT Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (7) ABC Rail Products Corporation Purchase Order # P1022470 dated February 1, 1994 to Hydroflow Incorporated and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (8) ABC Rail Products Corporation Purchase Order # P1025498 dated August 23, 1994 to Nichols Industrial Sales Company, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (9) ABC Rail Products Corporation Purchase Order # P1021610 dated November 24, 1993 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms

and conditions of the purchase and sale of the equipment referenced in such purchase order.

- (10) ABC Rail Products Corporation Purchase Order # P1025512 dated August 24, 1994 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (11) ABC Rail Products Corporation Purchase Order # P1024691 dated June 29, 1994 to Herman Williams Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (12) ABC Rail Products Corporation Purchase Order # P1024911 dated July 14, 1994 to Ingersoll-Rand Air Compressor Group and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (13) ABC Rail Products Corporation Purchase Order # P1023495 dated April 11, 1994 to Maschinenfabrik Diedesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (14) ABC Rail Products Corporation Purchase Order # P1025311 dated August 10, 1994 to Durco Industrial Supply Co., Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (15) ABC Rail Products Corporation Purchase Order # P1025155 dated July 29, 1994 to Weber Marking Systems, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (16) ABC Rail Products Corporation Purchase Order # P1025099 dated July 26, 1994 to Dell Marketing L.P. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (17) ABC Rail Products Corporation Purchase Order # P1025147 dated July 29, 1994 to Lantana Communication Corp. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (18) ABC Rail Products Corporation Purchase Order # P1025149 dated July 29, 1994 to CAD-1 and any and all agreements,

documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.

- (19) ABC Rail Products Corporation Purchase Order # P1025148 dated July 29, 1994 to Egghead Discount Software and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (20) ABC Rail Products Corporation Purchase Order # P1024580 dated June 23, 1994 to Hewlett Packard and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment and/or computer software referenced in such purchase order.
- (21) ABC Rail Products Corporation Purchase Order # P1023822 dated May 3, 1994 to Maschinenfabrik Dienesheim and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (22) ABC Rail Products Corporation Purchase Order # P1024306 dated June 3, 1994 to Wilson Instrument, a division of Instron Corporation, and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (23) ABC Rail Products Corporation Purchase Order # P1025111 dated July 26, 1994 to Cooper Power Systems and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (23) ABC Rail Products Corporation Purchase Order # P1024877 dated July 13, 1994 to Substation Service Co. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (25) ABC Rail Products Corporation Purchase Order # P1025071 dated July 25, 1994 to Central Machine & Fabrication, a division of Central Industrial Supply, Inc., and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.
- (26) ABC Rail Products Corporation Purchase Order # P1023874 dated May 3, 1994 to Cutting Tools, Inc. and any and all agreements, documents or instruments governing the terms and conditions of the purchase and sale of the equipment referenced in such purchase order.

Schedule B to
UCC-1 Financing Statement

Debtor: ABC Rail Products Corporation

Secured Party: Creditanstalt Corporate Finance, Inc.

Beginning at the Southwest corner of Block "F", according to the Survey and Map of Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama, and run Northerly along the East line of 18th Street and along the West line of Blocks "F", "T", "P" and "D" to the intersection with the South line of Rose Lake Drive on the Western boundary of Lot 1, in Block "D" of said subdivision; thence along the South line of Rose Lake Drive in a Northeast, East, Southeast and Southerly direction around Block "D" of said subdivision to a point 40 feet South of the Northeast corner of Lot 10 in said Block "D"; thence Southeasterly across Rose Lake Drive to the Northwest corner of Lot 13, Block "O" in said subdivision; thence East along the South line of 11th Avenue to the Northeast corner of Block 18 of said subdivision; thence South along the East line of said Block 18, extended, to the Northeast corner of Block 11 of said subdivision; thence Northeasterly along the South line of Woodbine Avenue to the Northeast corner of Lot 3, in Block 19 of said subdivision; thence Southeast along the Northeast line of said Lot 3 to the Southeast corner of said Lot and the North line of Southern Railway right of way, according to said map; thence Southwest along the North or Northwest line of said right of way to the point of beginning; including in the above description all of Blocks "D", "E", "F", "O", "P", "T", "U", 11, 18 and Lots 1, 2 and 3 in Block 10 according to the map of said Survey, together with certain streets and alleys included within the above metes and bounds description.

All of Blocks "R" and "S" and all that part of Patricia Place that lies West of 18th Avenue according to a Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

Beginning at the Southeast corner of Fractional Section 20, Township 22 South, Range 2 West, Shelby County, Alabama and from said point run North along the Section line a distance of 985 feet to a point; thence run North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to the point of beginning of the lot herein described; from said point continue North and parallel to said 18th Street a distance of 745 feet to a point; run thence West and at right angles to said 18th Street a distance of 448 feet to a point; thence run South and parallel to said 18th Street a distance of 745 feet to a point; thence run East and at right angles to 18th Street a distance of 448 feet to point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in SW 1/4 of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama.

Beginning at the Southeast corner of Section 20, Township 22 South, Range 2 West Fractional Section and run thence North on and along the Section line 985 feet to the point of beginning of the lot herein described; from said point North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to a point; thence West and at right angles to said 18th Street for 448 feet to a point; thence run North and parallel to said 18th Street for 191 feet to a point; run thence West and at right angles to said 18th Street for 437 feet to a point; run thence South and parallel to said 18th Street for 304 feet to a point; run thence West and at right angles to said 18th

(SEE ATTACHED CONTINUATION PAGE)

Street for 350 feet, more or less, to a point on the East right of way of a public road; run thence South 9 degrees East on and along said East right of way of public road for 415 feet to a point; continue to run South 20 degrees 51 minutes East for a distance of 300 feet thence run North 69 degrees 09 minutes East 958.02 feet back to the point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in the SW 1/4 of Section 21, Township 22 South, Range 2 West.

A part of the NE 1/4 of SE 1/4 of Section 20 and a part of the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 2 West, described as follows:

Commence at the Southeast corner of Section 20, Township 22 South, Range 2 West and run North along the East line of Section 20 a distance of 755.27 feet to the Northwest right of way line of the Southern Railway and the point of beginning; thence turn an angle of 110 degrees 51 minutes to the left and run along said right of way line a distance of 503.68 feet; thence turn an angle of 90 degrees to the right and run a distance of 210.00 feet; thence turn an angle of 89 degrees 40 minutes to the right and run Northeast and parallel with said Railroad right of way a distance of 711.90 feet to a point; thence turn an angle of 113 degrees 13 minutes to the right and run a distance of 229.73 feet to the Northwest right of way line of the Southern Railway; thence turn an angle of 67 degrees 07 minutes to the right and run along said right of way line a distance of 118.88 feet to the point of beginning. EXCEPTING any part of the above that may lie within Lots 15, 16 and 17, Block S according to the Resurvey of Russel R. Hetz Property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in part of Sections 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 south, Range 2 West and run in a Northerly direction along the West line of said Section, a distance of 755.27 feet to the Northwesternly right of way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right, in a Northeasterly direction, along said right-of-way, a distance of 292.32 feet; thence 0 degrees 01 minutes right in a Northeasterly direction along said right of way a distance of 2064.00 feet; thence 86 degrees 46 minutes left, in a Northwesternly direction, a distance of 175.28 feet to the Southern right of way line of Woodbine Avenue; thence 93 degrees 14 minutes left, in a Southwesterly direction along said right of way line, a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction, a distance of 454.68 feet; thence 90 degrees 00 minutes left, in a Westerly direction, a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right, in a Northwesternly direction, a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right, in a Northerly direction, a distance of 440.00 feet; thence 45 degrees 00 minutes left, in a Northwesternly direction, a distance of 200.00 feet; thence 45 degrees 00 minutes left, in a

(SEE ATTACHED CONTINUATION PAGE)

Westerly direction, a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction, a distance of 329.67 feet to the Easterly right of way line of 18th Street; thence 45 degrees left, in a Southerly direction along said right of way line a distance of 484.27 feet; thence 90 degrees right, in a Westerly direction, a distance of 260.00 feet; thence 90 degrees right, in a Northerly direction, a distance of 51.53 feet; thence 90 degrees left, in a Westerly direction, a distance of 435.34 feet; thence 90 degrees 08 minutes left, in a Southerly direction, a distance of 556.79 feet; thence 90 degrees 08 minutes right, in a Westerly direction, a distance of 450.94 feet; thence 90 degrees left, in a Southerly direction, a distance of 304.00 feet; thence 90 degrees right, in a Westerly direction, a distance of 310.00 feet; thence 108 degrees 08 minutes 50 seconds left, in a Southeasterly direction, a distance of 293.40 feet; thence 3 degrees 21 minutes 20 seconds right, in a southeasterly direction a distance of 203.00 feet; thence 9 degrees 16 minutes 30 seconds left, in a Southeasterly direction, a distance of 210.18 feet; thence 2 degrees 18 minutes 40 seconds left, in a Southeasterly direction, a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left, in a Northeasterly direction, a distance of 357.29 feet; thence 90 degrees 01 minutes right, in a Southeasterly direction, a distance of 210.01 feet to said northwesterly right of way line of the Southern Railroad; thence 90 degrees left, in a northeasterly direction along said right of way line, a distance of 480.14 feet to the point of beginning.

THERE IS EXCEPTED FROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said Section 21; thence in a Northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwesterly right of way line of the Southern Railroad; thence 69 degrees 09 minutes right, in a northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343, Page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course, a distance of 155.32 feet; thence 0 degrees 01 minutes right, in a Northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 degrees left, in a Northwesterly direction, a distance of 255.00 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 257.00 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 65.97 feet; thence 89 degrees 56 minutes left, in a Southwesterly direction a distance of 469.80 feet; thence 90 degrees 04 minutes left, in a Southeasterly direction, a distance of 321.57 feet to the point of beginning.

Inst # 1994-33865

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SHELBY COUNTY JUDGE OF PROBATE
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