

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT and FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of September 6, 1995, by and between Red Mountain Corporation, a Georgia corporation doing business in Alabama as Red Mountain Corporation of Georgia (herein, together with its successors and assigns, the "Mortgagor"), and Bank of America Illinois, an Illinois banking corporation, as Agent under the Credit Agreement referred to below (herein, together with its successors and assigns, the "Mortgagee").

R E C I T A L S

A. Credit Agreement. Pursuant to an Amended and Restated Credit Agreement, dated as of August 3, 1995 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U.S. Aggregates, Inc. (the "Company"), various financial institutions (collectively the "Banks" and individually each a "Bank") and the Mortgagee, the Banks have agreed to make loans in an amount not to exceed seventy-five million dollars (\$75,000,000), which loans are collectively called the "Loans". In connection therewith the Company has executed promissory notes in favor of the Banks evidencing the Loans (herein, such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be collectively called the "Note") due and payable in full if not sooner paid on or before June 30, 2001, subject to extension and acceleration as set forth in the Note and the Credit Agreement, bearing interest as provided in the Credit Agreement on the principal amount thereof from time to time outstanding. Unless otherwise defined herein or defined by reference to other documents or instruments, terms used herein which are defined or defined by reference to other documents or instruments in the Credit Agreement shall have the same meanings when used herein as such terms have therein.

B. The Guaranty. The Mortgagor has joined in that certain Guaranty dated July 13, 1994 whereby the parties thereto from time to time (the "Guarantors") absolutely and unconditionally guarantee the obligations of the Company under the Credit Agreement.

C. Debt Papers. The Note, the Credit Agreement, the Guaranty, and any other documents and instruments executed and delivered by or on behalf of the Company or the Mortgagor or any other Guarantor in connection with the Note or the Credit Agreement or as security therefor, including any Hedging

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Agreement entered into by the Company or the Mortgagor or any other Guarantor with any Bank or any affiliate thereof in connection with the Credit Agreement, as the same may be amended, modified or supplemented from time to time, are hereinafter referred to as the "Debt Papers". For purposes hereof, "Collateral Documents" shall mean each Pledge Agreement, the Security Agreement, each Mortgage, the Purchase Agreement Assignment and any other pledge agreement, security agreement or similar document which is executed to grant security to the Mortgagee for the obligations of the Company or any Guarantor under the Credit Agreement or in connection therewith. "Hedging Agreement" means any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect a Person against fluctuations in interest rates. "Person" means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

D. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) all obligations of the Mortgagor to the Mortgagee and the Banks and their respective successors and assigns under or in connection with the Guaranty or any of the other Debt Papers and (ii) all other obligations of the Mortgagor or any other Guarantor to the Mortgagee and the Banks and their respective successors and assigns, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, arising out of or in connection with the Guaranty or any of the other Debt Papers, including, without limitation, all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, this Mortgage, all of the covenants, obligations and agreements in, under or pursuant to this Mortgage and the other Debt Papers, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the Debt Papers, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under the Debt Papers or collect any amount owing to the Mortgagee which is secured hereby or under the Debt Papers; interest on all of the foregoing; and all costs of enforcement and collection (including, without limitation, attorneys' fees and court costs) of this Mortgage, the Debt Papers and the Liabilities. Any future advances under the Note, or any Hedging Agreement entered into by the Company or the Mortgagor or any Subsidiary with any Bank or its affiliate, whether obligatory or made at the option of the Mortgagee, to the extent subject to the Guaranty shall be secured by this Mortgage, and shall be entitled to the same priority as if such future advances were made on the date hereof.



E. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all right, title and interest of the Mortgagor in and to all of the following:

(i) Real Estate. All of the land described on Exhibit A hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Mortgagor under any lease to furniture, furnishings, fixtures and other items of personal property (all of the foregoing is herein referred to collectively as the "Goods");

(iv) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Mortgagor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles"); and

(v) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Rents");

(vi) Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(vii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

#### G R A N T

NOW, THEREFORE, for and in consideration of the Banks making any loan, advance or other financial accommodation to or for the benefit of the Company, the Mortgagor or any Subsidiary, including sums advanced under the Note or any Hedging Agreement, and in consideration of the various agreements contained herein, in the Note or any Hedging Agreement, the Credit Agreement, and in the Debt Papers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,



THE MORTGAGOR DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN UNTO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER ALL OF THE MORTGAGOR'S RIGHTS, TITLE AND INTEREST IN THE PREMISES NOW OWNED OR HEREAFTER ACQUIRED, AND THE MORTGAGOR DOES HEREBY TRANSFER, SELL, ASSIGN AND CONVEY TO THE MORTGAGEE THE COLLATERAL AND A SECURITY INTEREST THEREIN.

TO HAVE AND TO HOLD the Premises and the Collateral unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible fee estate in the Premises described on Exhibit A hereto other than the security interest granted to the Mortgagee herein and pursuant to the Debt Papers and liens and encumbrances permitted under Section 10.9 of the Credit Agreement (the "Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

#### I. COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all amounts due under the Guaranty and all other Liabilities (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

1.2 Payment of Taxes. Except for taxes or other governmental charges being contested in good faith by appropriate proceedings and, in each case, for which the Mortgagor maintains adequate reserves, the Mortgagor will pay or cause to be paid before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens,

ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before delinquent any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the Debt Papers, whether levied against the Mortgagor or the Mortgagee or otherwise.

**1.3 Maintenance and Repair.** The Mortgagor will: not abandon the Premises (except upon termination of the Facility Lease at the end of its stated term); not do or suffer anything to be done which would materially depreciate or impair the value of the Collateral, reasonable wear and tear excepted, or the security of this Mortgage; not remove or demolish any of the Improvements; pay before delinquent for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements other than changes, additions, and alterations, which increase the value of the Premises except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair to the extent necessary to conduct the Mortgagor's business in all material respects and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction, all as promptly as possible under the circumstances but in all cases in compliance with any time period provided under applicable requirements of governmental authorities and insurance underwriters and all to the extent necessary to conduct the Mortgagor's business in all material respects; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair to the extent necessary to conduct the Company's business in all material respects.

**1.4 Sales; Liens.** The Mortgagor will not: sell, lease, assign, transfer or convey, or permit to be transferred or conveyed, the Premises or any part thereof or any interest or estate in any therein (including any conveyance into a trust or any conveyance of the beneficial interest in any trust that may be holding title to the Premises); or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Premises or any part thereof, except the Permitted Exceptions.

**1.5 Stamp and Other Taxes.** If the Federal, or any state, county, local, municipal or other, government or any subdivision



of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Banks' receipt of interest payments on the principal portion of the Loan Amount), assessment or imposition upon this Mortgage, the Notes, the Guaranty or any of the other Liabilities, or any of the other Debt Papers, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Notes, the Guaranty or any of the other Debt Papers, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee before they become delinquent. If any law or regulation is enacted or adopted permitting, authorizing or requiring any material tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.6 Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Goods, the Improvements and on all other Collateral, all insurance required by the Credit Agreement and by the other Debt Papers, and insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and shall deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses satisfactory to the Mortgagee, and clauses providing for not less than 30 days' prior written notice to the Mortgagee of cancellation or material modification of such policies attached thereto in favor of the Mortgagee and successors and assigns of each. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance satisfactory to the Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by the Mortgagee, which delivery shall constitute an assignment to the Mortgagee of a security interest in all return premiums. The liability insurance policies required hereunder shall name the Mortgagee as an additional insured. All renewal and replacement policies shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the expiring policies. Subject to the terms of the immediately succeeding paragraph, the Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied, at the option of the Mortgagee, toward pre-payment of the Liabilities (or if the Liabilities are not then due, held by the Agent in a cash collateral account as additional security for the Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee

in its sole and unreviewable discretion may elect (which election shall not relieve the Grantor of the duty to rebuild or repair).

Notwithstanding the foregoing, the Mortgagee shall consent to the application of any proceeds of said insurance to the restoration of the Collateral so damaged if and only if Mortgagor fulfills all of the following conditions not waived in writing by Mortgagee: (i) that no Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, has occurred and is continuing under this Mortgage or the Loan Documents; (ii) the Mortgagee is satisfied that the insurance proceeds shall be sufficient to fully restore and rebuild the Collateral free and clear of all liens except the lien of this Mortgage and the Permitted Exceptions, or in the event that such proceeds are in Mortgagee's sole judgment insufficient to restore and rebuild the Collateral, then Mortgagor shall deposit upon demand the shortfall with Mortgagee; (iii) that the excess of said insurance proceeds above the amount necessary to complete such restoration or rebuilding, if any, shall be applied as a reduction in the principal amount of the Liabilities (or if the Liabilities are not then due, held in a cash collateral account by the Agent as additional security for the Liabilities); and (iv) any and all monies which are made available for restoration and rebuilding hereunder shall be disbursed through the title company insuring this Mortgage, or a title insurance and trust company satisfactory to Mortgagee, in accordance with prudent construction lending practice, including, if requested by Mortgagee, monthly lien waivers and title insurance date-downs, or in any other manner proposed by Mortgagor which is approved by Mortgagee.

The Mortgagor hereby empowers the Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral; provided, however, that so long as no Event of Default or event which, with the giving of notice or passage of time, or both, would constitute a Default, has occurred and remains uncured, Mortgagor shall have the right, subject to Mortgagee's approval for amounts in excess of \$500,000, which approval shall not be unreasonably withheld or delayed, to settle and compromise such claims. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving,



disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

1.7 Casualty Loss or Eminent Domain. In case the Collateral, or any part or interest in any thereof, is damaged or destroyed or taken by condemnation, prior to a Default, condemnation awards which may be paid in connection with such damage or taking shall be applied, at the option of the Mortgagor, either to pre-payment of the Liabilities (or if the Liabilities are not then due such sum may be held by the Agent in a cash collateral account as additional security for the Liabilities), or to repair and restoration of the Collateral. After a Default, such condemnation awards shall be applied to prepayment of the Liabilities as provided in Section 3.3 hereinbelow.

1.8 No Mechanics' Liens. The Mortgagor will not suffer any mechanic's, laborer's or materialmen's lien to be created or remain outstanding upon the Premises or any part thereof, except as permitted by Section 10.9 of the Credit Agreement. Anything herein contained to the contrary notwithstanding, the Mortgagor shall not be deemed in Default with respect to the provisions of this Section if the Mortgagor provides the Mortgagee with written notice of the Mortgagor's good faith intention to diligently contest such claim or lien (and the Mortgagor does so contest such claim or lien) at the Mortgagor's sole expense and, if requested by the Mortgagee, the Mortgagor furnishes to the Mortgagee either a bond, in form and with sureties reasonably satisfactory to the Mortgagee, or a title insurance policy insuring over such lien. The Mortgagor agrees to promptly deliver to the Mortgagee a copy of any notices that the Mortgagor receives with respect to any pending or threatened lien or the foreclosure thereof.

1.9 The Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at a rate equal to the sum of the Alternate Reference Rate plus 3% (the "Default

Rate") shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand.

1.10 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

1.11 Indemnity Regarding Environmental Matters. The Mortgagor agrees to reimburse the Mortgagee, each Bank and each of the officers, directors, employees and agents of the Agent and each Bank (collectively the "Bank Parties" and individually each a "Bank Party") against any and all losses, claims, damages, penalties, judgments, liabilities and expenses (including reasonable attorneys' and consultant's fees) which any Bank Party may pay, incur or become subject to arising out of or relating to the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Material at any real property owned or leased by the Mortgagor or used by the Mortgagor or any Subsidiary in its business or operations, except to the extent caused by the acts or omissions of such Bank Party. All obligations provided for in this Section 1.12 shall survive repayment of the Loans, cancellation of the Notes and any termination of this Agreement. "Environmental Laws" means all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations and guidelines (including consent decrees and administrative orders) relating to public health and safety and protection of the environment. "Hazardous Material" means (a) any "hazardous substance", as defined by CERCLA; (b) any "hazardous waste", as defined by the Resource Conservation and Recovery Act, as amended; (c) any crude oil, petroleum product or fraction thereof (excluding gasoline and oil in motor vehicles, small amounts of cleaners and similar items used in the ordinary course of business); or (d) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material or substance within the meaning of any Environmental Law.



## II. DEFAULT

Each of the following shall constitute a default ("Default") hereunder:

2.1 Credit Agreement. The occurrence of an Event of Default under the terms and provisions of the Credit Agreement; or

2.2 Provisions of this Mortgage. Noncompliance by the Mortgagor with, or failure by the Mortgagor to perform, any agreement contained herein (other than any noncompliance or failure which constitutes a Default under Section 2.1) and continuance of such noncompliance or failure for ten (10) days after notice thereof with respect to the payment of any amounts required to be paid under this Mortgage or for thirty (30) days after notice thereof to the Mortgagor from the Mortgagee with respect to all other Defaults under this Mortgage.

## III. REMEDIES

3.1 Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Guaranty, the Credit Agreement or any of the Debt Papers, or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Guaranty or any other Debt Papers or any other written agreement or instrument relating to any of the Liabilities or any security therefor.

3.2 Power of Sale, Foreclosure; Receiver, Etc. During the continuance of any Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law of the jurisdiction in which the Premises is located in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Premises is taken by the Mortgagee, to sell the Premises (or such part or parts thereof as the Mortgagee may from time to time

elect to sell) under this power of sale, at public outcry, to the highest bidder for cash, at any door of the courthouse of the county in which the Real Estate to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Collateral to be sold, by publication in some newspaper published in the county or counties in which the Real Estate to be sold is located. If there is Real Estate to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Estate to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. This sale shall be held between the hours of 11:00 A.M. and 4:00 P.M. on the day designated for the exercise of the power of sale hereunder. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Collateral, 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 Collateral, 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 to the extent permitted by law 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 Collateral 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 Collateral not previously sold shall have been sold or all the Liabilities shall have been paid in full. Upon the occurrence of any Default which is continuing or at any time thereafter, the Mortgagee in lieu of or in addition to exercising the power of sale hereinbefore given, may proceed by suit to foreclose this Mortgage, to sue the Mortgagor for damages on account of or arising out of said continuing 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 Collateral, with power to lease and control the Collateral and with such other powers as may be deemed necessary. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or



purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. All payments received by the Mortgagee as proceeds of the Collateral, 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 remedies under this Mortgage, including reasonable attorneys' fees as provided herein and in the Debt Papers, appraisal fees, title search fees and foreclosure notice costs, (ii) to the payment of any of the Liabilities that are then due and payable (including principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Debt Papers, all in such order as the Mortgagee may elect in its sole discretion, (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 Liabilities that are not then due and payable, and (iv) the remainder, if any, shall be paid to the Mortgagee or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity. Upon the occurrence of any Default which is continuing or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale foreclosure as provided for in this Mortgage, but without declaring the whole Liabilities due. Any such sale may be made subject to the unmatured part of the Liabilities secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Liabilities secured by this Mortgage, but as to such unmatured part of the Liabilities this Mortgage shall remain in full force and effect as though no sale had been made under the provisions hereof. Several sales may be made under the provisions hereof without exhausting the right of sale for any remaining part of the Liabilities whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Liabilities without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Liabilities, whether matured at the time or subsequently maturing. In the event any excess sales proceeds remain after payment of costs of enforcement and the matured Liabilities such excess shall be applied to payment of the unmatured Liabilities.

3.3 Remedies for Leases and Rents. If any Default shall occur which is continuing, then, whether before or after institution of proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the

Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of copies of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto, (provided Mortgagor will be supplied with copies of such documents, books and records if Mortgagor so requests); (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default which is continuing without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part



thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default which is continuing. Any of the actions referred to in this Section 3.4 may be taken by the Mortgagee without regard to the adequacy of the security for the indebtedness hereby secured.

3.4 Personal Property. If any Default shall occur, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. Without limiting the foregoing, the Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

3.5 No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or otherwise. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon

demand for the full amount thereof, including costs, expenses and attorneys' fees.

#### IV. G E N E R A L

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person, except any Person expressly released in writing by the Mortgagee (with the consent of any pledgee of the Liabilities), for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, (i) release any Person liable for the payment or performance of the Note, Guaranty or any of the other Liabilities or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes, Guaranty or any of the other Liabilities or any guaranty given in connection therewith; modify or waive any obligation; (ii) subordinate, modify or otherwise deal with the lien hereof; (iii) accept additional security of any kind for repayment of the Note, Guaranty or the other Liabilities or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Notes, Guaranty or the other Liabilities or any guaranty given in connection therewith; (iv) make releases of any portion of the Premises; consent to the making of any map or plat of the Premises or the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or (v) exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2 Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage excluding, however, loss, damage, and expense caused by the gross negligence or willful misconduct of the Mortgagee.

4.3 Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used herein and with respect to any Goods or other personal property that may now be or hereafter become



such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth below), the Mortgagee is the secured party (with its address as set forth below). If any item of Collateral hereunder also constitutes collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.

4.4 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Guaranty or any Debt Papers, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.

4.5 Notices. Except as otherwise provided under applicable law, all notices, demands and other communications hereunder to either party shall be given in accordance with the provisions of Section 14.3 of the Credit Agreement.

4.6 Successors; The Mortgagor; Gender. All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor and its permitted successors and assigns. Except with the written consent of the Mortgagee the Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Liabilities whether or not such Persons shall have executed the Guaranty or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.7 Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so

requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.8 No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.9 Governing Law. This Mortgage shall be a contract made under and governed by the internal laws of the State where the Premises are located.

4.10 Waiver. The Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, marshalling, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Liabilities secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, to the fullest extent permitted by applicable law, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.11 JURY TRIAL. THE MORTGAGOR AND THE MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR



ANY DEBT PAPERS TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR ANY RELATED DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

4.12 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.13 Time of Essence. Time is declared to be of the essence in this Mortgage, the Guaranty and the Debt Papers and of every part hereof and thereof.

4.14 Future Advances. This Mortgage is granted to secure future advances and loans from the Mortgagee to or for the benefit of the Company, the Mortgagor or any Subsidiary (or the successors and assigns of any of them) or the Premises as provided in the Credit Agreement regardless of whether, at the time or times of such advances, the Mortgagor is then the owner of the Collateral or any interest in any thereof, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Debt Papers and the Credit Agreement. All advances, disbursements or other payments required by the Credit Agreement shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage on the day and year first above written.

RED MOUNTAIN CORPORATION, a Georgia corporation doing business in Alabama as RED MOUNTAIN CORPORATION OF GEORGIA

By: 

Name: M. Eugene Hartley

Title: President

Address of Mortgagor/Debtor:

142 Rime Village  
Birmingham, Alabama 35216

150 Moss-Side Drive  
Athens, Georgia 30607

THIS INSTRUMENT WAS PREPARED BY  
AND UPON RECORDING RETURN TO:

Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Rex A. Palmer, Esq.



BANK OF AMERICA ILLINOIS, as Agent

By: Mary-Claire Carter  
Name: MARY-CLAIRE CARTER  
Title: Vice President

Address of Mortgagee/Secured Party:

Bank of America Illinois  
1455 Market Street - 12th & 13 Floors  
San Francisco, California 94103

THIS INSTRUMENT WAS PREPARED BY  
AND UPON RECORDING RETURN TO:

Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Rex A. Palmer, Esq.

STATE OF ALABAMA

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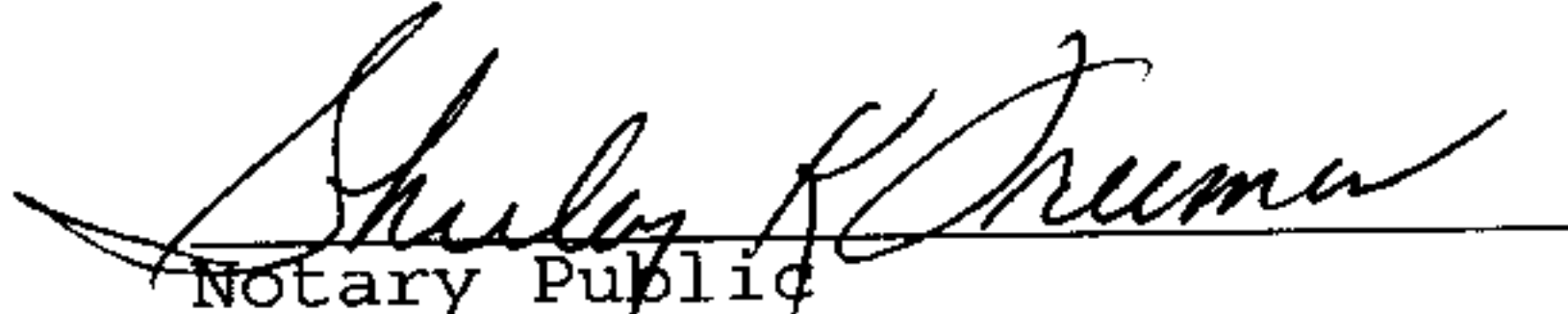
)

SS.

COUNTY OF JEFFERSON

I, Shirley Freeman, a Notary Public in and for said County and State, do hereby certify that M. Eugene Hartley, whose name as President of RED MOUNTAIN CORPORATION, a Georgia corporation doing business in Alabama as RED MOUNTAIN CORPORATION OF GEORGIA, is signed to the foregoing Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 1995.

  
Notary Public

My Commission Expires: \_\_\_\_\_

My commission expires:

11/23/95



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

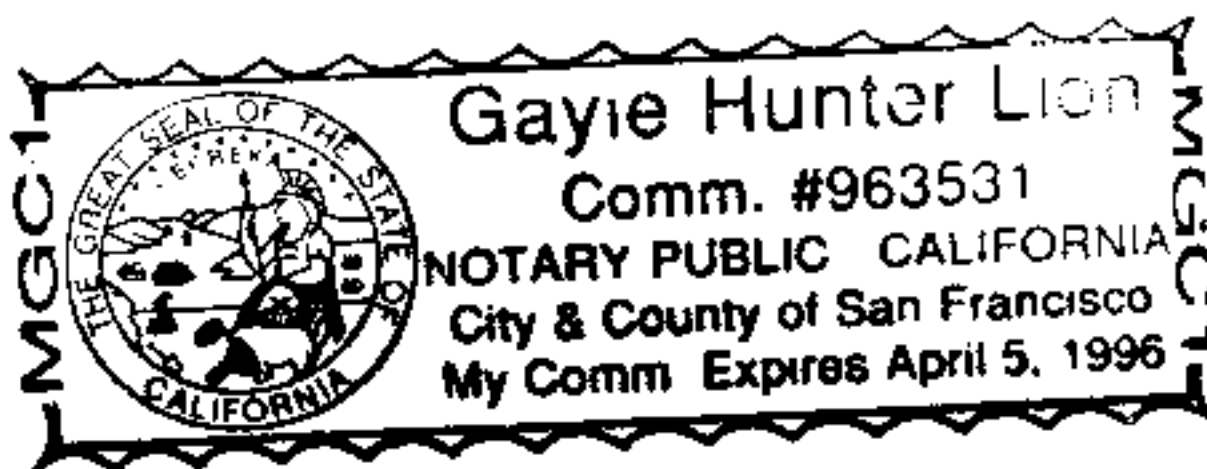
State of CALIFORNIA

County of SAN FRANCISCO

On SEPTEMBER 13, 1995 before me, GAYLE HUNTER LION,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARY CLAIRE CARTER,  
Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gayle Hunter Lion  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: MARY CLAIRE CARTER

- ☐ Individual  
☒ Corporate Officer  
Title(s): V. Pres.  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

## EXHIBIT "A"

## PARCEL A:

Begin at the Southeast corner of the SW 1/4 of Section 13, Township 21 south, Range 3 West; thence proceed Northerly along the East boundary of said SW 1/4 for 2703.83 feet to a point, being the Northeast corner of said SW 1/4; thence turn an angle of 92 degrees 23 minutes 12 seconds to the right and run Easterly along the South boundary of the NE 1/4 of Section 13, Township 21 South, Range 3 West for 2683.17 feet to a point, being the Southeast corner of said NE 1/4; thence turn an angle of 92 degrees 22 minutes 37 seconds to the left and run Northerly along the East boundary of Section 13 for 753.96 feet to the point of intersection with the Southwest right-of-way (R.O.W.) line of Interstate Highway 65 (I-65); thence turn an angle of 1 degree 54 minutes 01 seconds to the left and run Northerly along said R.O.W. for 39.00 feet to a concrete R.O.W. marker; thence turn an angle of 33 degrees 29 minutes 38 seconds to the left and continue along said R.O.W. for 1504.40 feet to the point of intersection with the South R.O.W. line of the CSX Transportation Railroad, being a concrete R.O.W. marker; thence turn an angle of 49 degrees 56 minutes 26 seconds to the left and run Westerly along said Railroad R.O.W. for 1773.98 feet to a point; thence continue along said Railroad R.O.W. along a curve to the right having a radius of 1960.08 feet and a central angle of 41 degrees 57 minutes 44 seconds, for an arc distance of 1435.52 feet to a point; thence continue along said Railroad R.O.W. along a tangent for 99.31 feet to the point of intersection with the North boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 45 degrees 22 minutes 49 seconds to the left and run Westerly along the North boundary of said Section 13 for 1209.39 feet to a point on the Southeast R.O.W. line of County Highway No. 26; thence turn an angle of 24 degrees 41 minutes 05 seconds to the left and run along said County Highway R.O.W. along a curve to the left, having a radius of 1105.92 feet and a central angle of 12 degrees 19 minutes 40 seconds, for an arc distance of 237.95 feet to a point; thence continue along said R.O.W. along a tangent for 1330.97 feet to the point of intersection with the West bank of Buck Creek; thence turn an angle of 95 degrees 43 minutes 53 seconds to the left and run Southeasterly along the West bank of Buck Creek for a chord distance of 549.54 feet to an iron set on the West bank of Buck Creek, said point also being on the North boundary line of the SE 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West;



## CONTINUED:

thence turn an angle of 132 degrees 37 minutes 56 seconds to the right, from the extended chord, and run Westerly along the North boundary of said SE 1/4 of NE 1/4 of Section 14 for 591.35 feet the Northwest corner of said SE 1/4 of the NE 1/4; thence turn an angle of 91 degrees 10 minutes 05 seconds to the left and run Southerly along the West boundary of said SE 1/4 of NE 1/4 for 1327.28 feet to an iron set being the Southwest corner of said SE 1/4 of NE 1/4, Section 14; thence turn an angle of 88 degrees 54 minutes 34 seconds to the left and run Easterly along the South boundary of said SE 1/4 of NE 1/4 for 537.00 feet to the point of intersection with the North boundary of Scottsdale Subdivision, Second Addition, as recorded in Map Book 7, Page 118, in the Office of Probate, Shelby County, Alabama; thence turn an angle of 1 degree 32 minutes 03 seconds to the left and run along the North boundary of said Scottsdale Subdivision, Second Addition, for 725.55 feet to a point, being the Northeast corner of said subdivision; thence turn an angle of 91 degrees 07 minutes 13 seconds to the right and run along the East boundary of said subdivision for 19.42 feet to a point on the South boundary line of the SE 1/4 of the NE 1/4, Section 14, Township 21 South, Range 3 West; thence turn an angle of 90 degrees 24 minutes 30 seconds to the left and run 71.16 feet to a concrete monument found, said monument being 2.99 feet North and 1.11 feet West of the computed quarter-quarter corner; thence continue along the last described course for 1.11 feet to a point on the East boundary of the West 1/4 of Section 13, Township 21 South, Range 3 West; thence turn an angle of 87 degrees 38 minutes 04 seconds to the right and run Southerly for 2678.77 feet to a concrete monument found, said monument being 1.68 feet North and 2.80 feet East of the computed quarter-quarter corner; thence continue along the last described course for 1.79 feet to a point on the South boundary line of Section 13, Township 21 South, Range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary line of Section 13, Township 21 south, range 3 West; thence turn an angle of 86 degrees 25 minutes 16 seconds to the left and run Easterly along the South boundary of said Section 13 for 1339.87 feet to the point of beginning.

Said parcel of land is lying in the East 1/2 of the SW 1/4 and the North 1/2 of Section 13, Township 21 South, Range 3 West; and the East 1/2 of NE 1/4 of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama.

## LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Commence at the Northeast corner of Section 14, Township 21 South, Range 3 West; thence run Southerly along the East section line a distance of 525.56 feet; thence 90 degrees right a distance of 589.21 feet to the point of beginning on the Southerly right-of-way of Shelby County Highway No. 26; thence an interior angle right Southeasterly of 54 degrees 12 minutes 20 seconds a distance of 1215.36 feet to the centerline of a creek; thence 108 degrees 23 minutes 23 seconds right for 69.36 feet; thence 31 degrees 48 minutes 48 seconds left along the centerline of a creek a distance of 91.41 feet; thence 39 degrees 46 minutes 24 seconds right along the centerline of a creek a distance of 133.16 feet; thence 15 degrees 43 minutes 44 seconds left along the centerline of a creek a distance of 87.12 feet; thence 30 degrees 28 minutes 29 seconds right along the centerline of a creek a distance of 57.89 feet; thence 39 degrees 23 minutes 26 seconds right along the centerline of a creek a distance of 121.92 feet; thence 44 degrees 15 minutes 08 seconds right along the centerline of a creek a distance of 57.13 feet; thence 44 degrees 44 minutes 22 seconds right along the centerline of a creek a distance of 67.60 feet thence 12 degrees 23 minutes 41 seconds left along the centerline of a creek a distance of 79.01 feet; thence 42 degrees 58 minutes 16 seconds left along the centerline of a creek a distance of 54.76 feet; thence 43 degrees 28 minutes 24 seconds left along the centerline of a creek a distance of 89.74 feet; thence 20 degrees 31 minutes 32 seconds left along the centerline of a creek a distance of 72.0 feet; thence 40 degrees 23 minutes 26 seconds left along the centerline of a creek a distance of 227.49 feet; thence 62 degrees 47 minutes 46 seconds right along the centerline of a creek a distance of 125.54 feet; thence 85 degrees 45 minutes 27 seconds left leaving said centerline of a creek a distance of 17.89 feet; thence 97 degrees 29 minutes 53 seconds right a distance of 235.54 feet; thence 95 degrees 44 minutes 45 seconds right a distance of 274.60 feet; thence 90 degrees 11 minutes 23 seconds left a distance of 312.47 feet to the Southerly right-of-way of Shelby County Highway No. 26; thence 90 degrees 10 minutes 44 seconds right along said right-of-way a distance of 334.04 feet to the point of beginning.



CONTINUED:

and also,

From the Southwest corner of said NE 1/4 of the NE 1/4 run in an Easterly direction along the South line of said 1/4-1/4 section for a distance of 591.35 feet; thence turn an angle to the left of 132 degrees 37 minutes 56 seconds and run in a Northwesterly direction for a distance of 235.50 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 303.99 feet to an existing iron pin being on the Southeast right-of-way line of Shelby County Highway #26; thence turn an angle to the right of 95 degrees 43 minutes 53 seconds and run in a Northeasterly direction along said Southeast right-of-way line of Shelby County Highway #26 for a distance of 305.0 feet; thence turn an angle to the right of 90 degrees and run in a Southeasterly direction for a distance of 302.47 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 274.64 feet, more or less, to the point of beginning. This description is based on a plat by Weygand Surveyors, dated 6/22/90. Also a 10 foot wide strip of land lying between this parcel and County Highway 26 shown on said plat by Weygand Surveyors as additional right-of-way to be dedicated, said plat dated 6/22/90.

PARCEL B:

Begin at the Northeast corner of the NE 1/4 of the NW 1/4, Section 13, Township 21 South, Range 3 West; thence run Westerly along the North boundary of said Section 13 for 225.00 feet to a point; thence turn an angle of 91 degrees 15 minutes 25 seconds to the left and run Southerly parallel to the East boundary of said quarter-quarter for 300.89 feet to a point on the North R.O.W. line of County Highway 26; thence turn an angle of 62 degrees 24 minutes 09 seconds to the left and run along said R.O.W. for 253.82 feet to a point on the East boundary of said quarter-quarter; thence turn an angle of 117 degrees 35 minutes 51 seconds to the left and run 413.55 feet to the point of beginning. Said parcel is lying in the NE 1/4 of the NW 1/4, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

Inst # 1995-30482

## PARCEL C:

Commence at the Northeast corner of the NW 1/4 of Section 13, Township 21 South, Range 3 West; thence proceed in a Southerly direction along the East boundary of said 1/4 for 503.62 feet to a point on the South right-of-way (R.O.W.) line of County Highway 26, being the point of beginning of the parcel of land herein described; thence continue along the last described course for 44.38 feet to a point on the North R.O.W. line of CSX Transportation Railroad; thence turn an angle of 96 degrees 10 minutes 48 seconds to the right and run along said Railroad R.O.W. along a curve to the right, having a radius of 1860.08 feet and a central angle of 8 degrees 56 minutes 34 seconds, for an arc distance of 290.32 feet to a point on an old road; thence turn an angle of 139 degrees 36 minutes 44 seconds to the right from the tangent to the curve, and run Northeasterly along said old road for 66.44 feet to a point; thence turn an angle of 64 degrees 44 minutes 06 seconds to the left and run Northerly parallel to the East boundary of aforementioned NW 1/4 for 80.00 feet to a point on the South R.O.W. line of County Highway 26; thence turn an angle of 117 degrees 35 minutes 51 seconds to the right and run 253.82 feet along said R.O.W. to the point of beginning. Said parcel is lying in the NE 1/4 of NW 1/4, Section 13, Township 21 South, Range 3 West, Shelby County, Alabama.

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10/24/1995-30482  
 02:33 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
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