REAL ESTATE MORTGAGE AND SECURITY	
Mortgagors (last name first):	Mortgagee:
PELHAM PROPERTIES, INC.	ST. CLAIR FEDERAL SAVINGS BANK
3370 HIGHWAY 31, SOUTH	308 MARTIN STREET, NORTH
PELHAM, ALABAMA 35242	P. O. BOX 708
Ciry State Zip	PELL CITY, ALABAMA 35125
<b>)</b>	This instrument was prepared by
THE STATE OF ALABAMA	ELIZABETH GENTRY, ST. CLAIR FEDERA
(	308 MARTIN STREET. NORTH
ST. CLAIR County	PELL CITY. AL 35125
hereinafter called "Mortgagee") in the sum of ONE	CLAIR FEDERAL SAVINGS BANK  Y , Alabama, (together with its successors and assigns, HUNDRED TEN THOUSAND AND NO/100'S***********************************
<del>1.01 - 1.00 - 1</del>	ory note or notes of even date herewith. (If the maturity date is 20 years
	•
any renewals or extensions thereof and the interest the hereafter owed by any of the above-named to Morti	premises and in order to secure the payment of said indebtedness and bereon, and all other indebtedness (including future advances) now or gagee, whether such indebtedness is primary or secondary, direct or ured, joint or several, and otherwise secured or not, and to secure pereinafter contained, the undersigned

PELHAM PROPERTIES, INC.

(whether one or more, hereinafter called

"Mortgagors") do hereby assign, grant, bargain sell and convey unto Mortgagee the following described real property situated in \_SHELBY \_\_\_\_\_ County, State of Alabama, viz:

SOURCE OF TITLE: SHELBY COUNTY ABSTRACT

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

.nst # 1995-35751

12/13/1995-35751
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCB 183.50

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagoe, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).
- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other bazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.
- 4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to clapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceeding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagors' expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Mongagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mongagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.
- 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- 8. That those mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extentions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

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with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees of other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

- 10. That if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule or any part of the credition.
- 11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
- 12. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this convey ance and the security interest herein granted shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax. upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virute of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price. Mortgaged or the actioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee not exceeding 15% of the unpaid debt after default if the original amount financed exceeded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying incurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

8THday of	DECEMBER , 19 95.	
		(SEAL)
ATTEST:		PELHAM PROPERTIES, INC.
lts		By C J B
140	(Corporate Scal)	C.D. BRISENDINE  Its PRESIDENT

THE STATE OF ALABAMA. COUNTY	INDIVIDUAL ACKNOWLEDGMENT
1, the undersigned, a Notary Public in and for said County, in said State	e, hereby certify that
whose namesigned to the foregoing conveyance and who_	known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance.	executed the same voluntarily on the day the same bears date.
Given under my hand and official seal thisday of	, 19
(Notarial Seal)	Notary Public
THE STATE OF ALABAMA, COUNTY	INDIVIDUAL ACENOWLEDGMENT
I, the undersigned, a Notary Public in and for said County, in said Stat	te, hereby certify that
whose namesigned to the foregoing conveyance and who.  that, being informed of the contents of the conveyance,  Given under my hand and official seal, thisday of	executed the same voluntarily on the day the same bears dete.
(Notarial Seal)	Notary Public
<u></u>	
THE STATE OF ALABAMA.	CORPORATE ACKNOWLEDGMENT
ST. CLAIR COUNTY	
I, the undersigned, a Notary Public in and for said County, in said State,	hereby certify that
C.D. BRISENDINE	whose name as President
poing conveyance, and who is known to me, acknowledged before me of veyance,he; as such officer and with full authority, executed the same	n this day that, being informed of the contents of the con- the voluntarily for and as the act of said corporation.
	y of DECEMBER 1995
(Notarial Seal)	My Commission Expires 9 16 97
ST. CLAIR FEDERAL SAVINGS BANK 308 HARTIN STREET, NORTH P. O. BOX 708 PELL CITY, AL 35125 MORTGAGE AND SECURITY AGREEMENT THE STATE OF ALABAMA.  COUNTY.	I hereby certify that the within anortgage was filed in this office for record on the

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PARCEL I: Part of the SW 1/4 of SW 1/4, Section 24, Yownship 20 South, Range 3 Wast, more particularly described so follows: Beginning at a point on the West right of way line of the Birmingham-Montgomery paved Highway (before same was widened in 1954); which point is the Southeast corner of the lot formerly known as the T.S. Baker lot, and from eaid point run South 19 degrees East 97 (set to the Boutheast corner of the Fannis and Charlie Hill lot for point of beginning of the lot herein described; from said point of beginning run South 72 degrees 30 minutes West a distance of 165 feet, more or less, to the old Birmingham-Hontgomery Fighway: Tun thence South 9 degrand East miong the East line of old Highway right of way 128 feet; thence North 72 degrees 30 minutes East 203 feet, more or less, to West right of way ling of the paved Birmingham-Hontgomery Righway (before some was widened in 1954); run thence North 19 degrees 30 minutes West 131 feet to point of beginning, bounded on East by Hontgomery-Birmingham Righway right of way and on the North by Fannie and Charlie Hill lot, and on the West by old Birmingham-Hontgomery Highway, and on the South by lands of Hre. Jimmie Glenn. Minerals and wining rights excepted.

Excepting highway right of way for widening of Highway No. 31.

TARCEL II: Commance at the Southwest corner of the SW 1/4 of SW 1/4 of Section 24, Township 20 South, Range 3 West, and run Enst slong said 40 acre line 765.71 feet to the Westerly right of wny line of U.S. Highway No. 31, the same being a four-lane highway; thence run in A Northwesterly direction along the Westerly right of way line of said Highway 338.24 feet E to an iron pipe to the point of beginning of the lot herein described; thence continue in a Northwesterly direction along said highway right of way line 195.9 feet, more or less, to an iron pin, which point is the Southeast corner of the Rutherford lot; thence turn an nugle of 87 degrees 48 minutes to the left and run 106.46 feet in a Southwesterly direction along said Rutherford lot to an iron pipe on the Basterly right of way line of the Old Birmingham-Montgomery unpaved Highway; thence turn an angle of 84 degrees 30 minutes to the left and run in a Southerly direction along said Old Highway, 187 feet to an iron pipe, which point is the Northwest corner of the Tow and Gladie Melton lot; thence turn an angle of 91 degrees 22 minutes to the left and run in an Easterly direction slong swid Melton lot 132.34 feet to the point of beginning. According to the survey of Alton Young, Surveyor Reg. No. 1666, dated December 4, 1958. Minerals and mining rights excepted.

LESS AND EXCEPT that part sold to Sherman Holland, Jr., as described in Deed Book 338. page 855, in Probate Office of Shelby County, Alabama, more particularly described as follower

A percel of lend located in the SW corner of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabams, more particularly described as follows: Commence at the Southwest corner of Section 24, Township 20 South, Range 3 West, and run Best 765.71 feet to the Westerly right of way line of U.S. Nighway #31; thence turn an angle to the left of 106 degrees 59 minutes and run Northwesterly 338.24 feet along eaid right of way to the point of beginning; thence an angle to the left of 83

degrees 38 minutes and run Westerly 132.25 feet to the East right of way of Old Birmingham to Montgomery Highway; thence an angle to the right of 91 degrees 20 minutes and run Mortherly along said right of way 30.01 feet; thence an angle to the right of 88 degrees 40 minutes and run Essterly 128.20 feet to the Westerly right of way line of U.B. Fighway #31; thence an angle to the right of 96 degrees 22 minutes and run Southemsterly slong said right of way 30.18 feet to the point of beginning.

## PARCEL 1111

f:

A parcel of land located in the SW corner of the SW 1/A of the SW 1/4 of Section 74, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described on follows: Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 24, Township 20 South, Range 3 West, and run East along said 40 acre line 765.71 feet to the Westerly right of way line of U.R. Highway Ho. 31, the same being a four-lane Highway: thence run in a Northwesterly direction along the Westerly right of way line of eald highway, 534.14 feet, which point is the SE corner of the Rutherford lot; thence turn an angle of 87 degrees 48 minutes to the left and run 106.46 feet in a Southwesterly direction along anid Rutherford lot to an iron pipe on the Easterly right of way line of old Birminghom-Montgomery Highway, being the point of beginning; thence continue along last mentioned course for a distance of 25.12 feet; thence turn an angle to the left of 84 degrees 30 minutes and run in a Southessterly direction for a distance of 135.16 feet; thence turn an angle to the left of 91 degrees 20 minutes and run in a Northeasterly direction for a distance of 25.01 feat; thence turn on angle to the left of AA degrees 40 minutes and run in a Northwesterly direction for a distance of 156,99 feet, more or less, to the point of beginning.

LESS AND EXCEPT the following described property conveyed to Donoven B. Parker and wife, Barbara Paye Perker, by deed recorded in Instrument \$1992-4169, in Probate Office of Shelby County, Alabama, being more particularly described as follows: A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 24, Township 20 South, Runge 3 West, Shelby County, Alabama, being more particularly described 861

Commence at the Southwest corner of said Section 24 and run East along the South Quarter-Quarter line 765.71 feet to the Westerly right-of-way of U.S. Highway 31; thence left 106 degrace 59 minutes and run Northerly along the said right-of-way for 368,42 feet to the point of beginning; thence continue slong the last described course for 160.78 feet; thence left 85 degrees 09 minutes 09 seconds and run Hesterly 106.77 feet; thence left ? degrees 35 minutes 51 seconds and continue Westerly for 25.12 feet; thence left 84 degrees 30 minutes and run Southerly for 155.16 feet; thence left 91 degrees 19 minutes 44 seconds and run Resterly for 153.22 feet to the point of beginning. According to the survey of John B. O'Toole, St., RLS #927, deted February 10, 1992.

SIGNED FOR IDENTIFICATION THIS 8TH DAY OF DECEMBER, 1995.

D. BRISENDINE PRESIDENT TITLE: