

State of Alabama

SHELBY

County

## MORTGAGE SECURING GUARANTY

This indenture is made and entered into this 26TH day of NOVEMBER, 19 96 by and between RAYMOND K. WILSON AND WIFE, FRANCES R. WILSON

(hereinafter called "Mortgagors", whether one or more), and NATIONAL BANK OF COMMERCE OF BIRMINGHAM, a national banking association (hereinafter called "Mortgagee").

WHEREAS, WILSON OIL COMPANY, INC.

(hereinafter called the "Borrower") is or shall be justly indebted to the Mortgagee for the principal sum of FOUR HUNDRED THOUSAND AND 00/100 dollars (\$ 400,000.00) as evidenced by that certain promissory note dated APRIL 26 19 96, which bears interest as provided therein.

WHEREAS, in order to induce the Mortgagee to extend credit to the Borrower, RAYMOND K. WILSON AND WIFE, FRANCES R. WILSON (hereinafter called the "Guarantor", whether one or more) has agreed to enter into and has entered into that certain Guaranty Agreement (hereinafter called the "Guaranty Agreement") dated \*\*, 19 96, wherein the Guarantor has unconditionally guaranteed the prompt payment in full of indebtedness, liabilities and obligations now existing or hereafter arising of the Borrower to the Mortgagee; provided, however, nothing herein contained or contained in the Guaranty Agreement shall be construed as a commitment on the part of the Mortgagee to make any further or additional loans or extensions of credit to the Borrower; \*\* APRIL 26, 1996 AND NOVEMBER 21, 1996

\$200,000.00 pledged to NOTE #: 817015, \$200,000.00 pledged to CHECKING ACCOUNT #: 1408524701

WHEREAS, the Mortgagors, in order to induce the Mortgagee to extend credit to the Borrower and accept the Guaranty Agreement, have jointly and severally agreed to execute and deliver this mortgage to secure the true and faithful performance of the Guarantor's agreements and obligations under the Guaranty Agreement.

NOW, THEREFORE, in consideration of the premises, and to secure the prompt payment and true and faithful performance of all of the Guarantor's liabilities and obligations under the Guaranty Agreement, including without limitation, the prompt payment of all indebtedness, liabilities and obligations now or hereafter owed by the Borrower to the Mortgagee that are covered by the Guaranty Agreement, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable thereon and on any and all such extensions and renewals (hereinafter all the Guarantor's liabilities and obligations under the Guaranty Agreement being collectively called the "Obligations") and the compliance with all the stipulations and conditions herein contained, the Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE ATTACHED EXHIBIT "A"

Inst # 1996-39827

12/04/1996-39827  
11:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MEL 621.00

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagors covenant with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and have a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagors will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

This mortgage is subordinate to that certain mortgage from NA  
to \_\_\_\_\_  
dated \_\_\_\_\_ and recorded in \_\_\_\_\_  
in the Probate Office of \_\_\_\_\_ County, Alabama.

This mortgage is junior and subordinate to the mortgage or mortgages, if any, described hereinabove. It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of any such prior mortgage, the Mortgagee shall have the right, without notice to anyone, to make good such default by paying whatever amounts may be due under the terms of any such prior mortgage so as to put the same in good standing, and any and all payments so made, together with interest thereon, shall be added to the indebtedness secured by this mortgage, and the same, with interest thereon, shall be immediately due and payable; and, in the event such amounts are not paid in full when due, at the option of the Mortgagee, this mortgage shall be subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

The Mortgagor hereby authorizes the holder of any such prior mortgage encumbering the Real Estate to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby that the Mortgagee may request from time to time.

For the purpose of further securing the payment of the Debt, the Mortgagors agree to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Lender, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Lender, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Lender, as its interest may appear; and (3) if any of the improvements located on the Real Estate or if any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, obtain such flood insurance as is required by such governmental authority in amounts required by Lender and by any applicable laws or regulations, with loss, if any, payable to the Lender, as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Lender agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policies and all replacements therefor, shall be delivered to and held by the Lender until the Debt is paid in full. Each of the insurance policies must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Lender. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Lender as further security for the payment of the Debt each and every policy of hazard insurance and flood insurance, if applicable, now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance or flood insurance, including all rights to return of premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then at the election of the Lender and without notice to any person (with the exception of any notices required to be given by the Lender in accordance with any laws or regulations pertaining to flood insurance), the Lender may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Lender declares the entire Debt due and payable and this mortgage subject to foreclosure, the Lender may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such less amount as the Lender may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the costs of collecting same), if collected, to be credited against the Debt, or, at the election of the Lender, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate.

Condominiums. If any portion of the Real Estate and the improvements, buildings or fixtures now or hereafter built thereon constitute a condominium(s) under Alabama law, this paragraph shall apply. The property comprises \_\_\_\_\_ unit(s) (together with an undivided interest in the common elements) in a condominium known as NA (the "Condominium"). Mortgagor shall promptly pay, when due, all assessments imposed by the owner's association or other governing body of the Condominium (the "Owner's Association") pursuant to the provisions of the declaration, by-laws, code regulations or other constituent document of the Condominium. So long as the Owner's Association maintains a master or blanket insurance policy on the Condominium which provides insurance coverage against fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and such other hazards as Mortgagee may require, and in such amounts and for such periods as Mortgagee may require, then the requirements in the Mortgage requiring the Mortgagor to maintain fire insurance are deemed satisfied. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the property whether to the unit or common elements, any such proceeds payable to Mortgagor are hereby assigned and shall be paid to Mortgagee for application in accordance with the provisions of the Mortgage. Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, partition or so divide the property or consent to: (a) the abandonment or termination of the Condominium, except for abandonment or termination provided by law in the cases of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (b) any material amendment to the declaration, by-laws or code of regulations of the Owner's Association, or equivalent constituent document of the Condominium, including, but not limited to, any amendment which would change percentage interest of the unit owners of the Condominium; or (c) the effectuation of any decision by the Owner's Association to terminate professional management and assume self-management of the Condominium.

As further security for the payment and performance of the Obligations by the Guarantor, the Mortgagors hereby assign and pledge to the Mortgagee, subject to the rights of the holder or holders of any prior mortgage hereinabove described, the following described property, rights, claims, rents, profits, issues and revenues:



1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgements or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagors agree to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear expected.

(a) The Real Estate is not and never has been in violation of any applicable Environmental Law; (b) the Real Estate is free of Hazardous Substances; and (c) there are no pending investigations, claims or threats of claims with respect to the Real Estate by any governmental authority or other person relating to any Environmental Law.

As used in this mortgage, "Hazardous Substances" shall mean and include all pollutants, contaminants, toxic or hazardous waste, and other substances (including without limitation asbestos and urea formaldehyde foam insulation), the removal of which is required or the manufacture, use, maintenance or handling of which is regulated, restricted, prohibited or penalized by any Environmental Law, or even though not so regulated, restricted, prohibited or penalized, might pose a hazard to the health and safety of the occupants of the property on which it is located or the occupants of the property on which it is located or the occupants of the property adjacent thereto. "Environmental Law" shall mean and include any federal, state or local law or ordinance relating to pollution or protection of the environment, including any relating to Hazardous Substances, and any and all regulations, codes, plans, orders, decrees, judgments, injunctions, notices and demand letters issued, entered, promulgated or approved thereunder.

The Mortgagors shall: (a) not permit any Hazardous Substances to be brought onto the Real Estate; (b) if any Hazardous Substances are brought or found on the Real Estate, immediately remove and properly dispose thereof and diligently undertake all cleanup procedures required under applicable Environmental Laws; (c) promptly give notice to the Mortgagee in writing if the Mortgagor should receive notice of any investigation, claim or threatened claim under any Environmental Law, or any notice of violation under any Environmental Law, involving the Mortgagor or the Real Estate; and (d) permit the Mortgagee from time to time to inspect the Real Estate and observe the Mortgagor's operations thereon and to perform tests (including soil and ground water tests) for Hazardous Substances on the Real Estate. (Nothing contained in this section shall be deemed to impose any obligations on the Mortgagee with respect to Hazardous Substances or otherwise.)

The Mortgagors agree to defend, indemnify and save harmless the Mortgagee from and against all claims, causes of action, judgments and other loss, cost and expense that are related to or arise from any clean-up or removal of, or other remedial action with respect to, any Hazardous Substances now or hereafter located on or included in the Real Estate, or any part thereof, that may be required by any Environmental Law or governmental authority.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, if the Real Estate, or any part thereof, or any interest therein, is sold, conveyed or transferred, without the Mortgagee's prior written consent, the Mortgagee may, at its option, declare the Debt immediately due and payable; and the Mortgagee may, in its sole discretion, require the payment of a higher rate of interest on the unpaid principal portion of the Debt as a condition to not exercising such option to accelerate the Debt. The Mortgagors agree that the Mortgagee may, if the Mortgagee desires, accelerate the Debt or escalate the rate of interest payable on the Debt for the purpose of (1) obtaining a higher rate of interest on the Debt or (2) protecting the security of this mortgage.

The Mortgagors agree that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagors and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagors, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if: (1) the Guarantor's obligations with respect to new or additional indebtedness of the Borrower shall be terminated in accordance with the terms of the Guaranty Agreement, and (2) the Guarantor shall truly and faithfully comply with all the terms and provisions of the Guaranty Agreement, including, without limitation, the prompt payment and true and faithful performance of the Obligations (which Obligations include all of the Guarantor's liabilities and obligations under the Guaranty Agreement, including, without limitation the prompt payment in full of all indebtedness, liabilities and obligations now or hereafter owed by the Borrower to the Mortgagee that are covered by the Guaranty Agreement, and all extensions and renewals thereof, and all interest thereon and on such renewals and extensions), and (3) the Guarantor shall have no further obligations or liabilities under the Guaranty Agreement, and (4) the Mortgagors shall pay and reimburse the Mortgagee for any amounts the Mortgagee has advanced in payment of Liens or insurance premiums, and interest thereon, and fulfill all obligations under this mortgage, this conveyance shall be null and void. But if any warranty or representation made in this mortgage is breached or proves false in any material respect, or if default is made in the due performance of any covenant or agreement of the Mortgagors under this mortgage, or if default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage, or if the Guarantor shall fail to comply with the terms and provisions of the Guaranty Agreement (including, without limitation, the prompt payment and true and faithful performance of the Obligations), or if the interest of the Mortgagee in

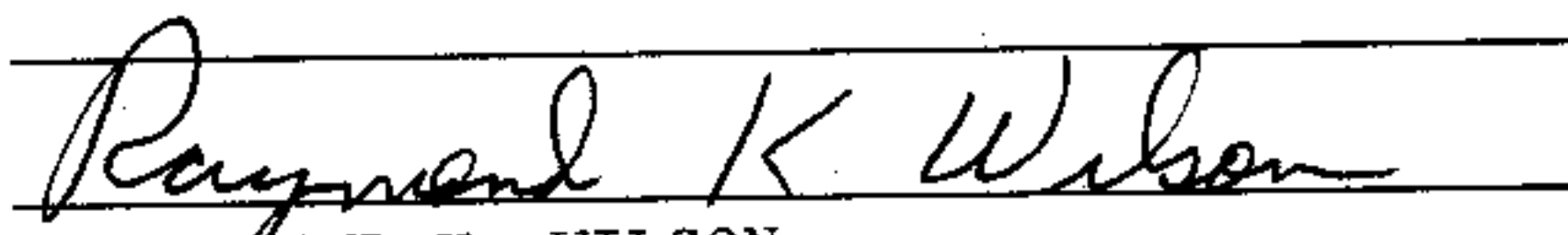



the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, or if any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen, or if any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the indebtedness secured by the lien of this mortgage or permitting or authorizing the deduction of any such tax from the principal or interest on such indebtedness, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage, or if any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction, or if the Guarantor or the Mortgagors, or any of them, shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of all or a substantial part of their assets; be adjudicated to a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing the inability to pay their debts as they come due; make a general assignment for the benefit of creditors; file a petition or an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against any of them in any bankruptcy, reorganization or insolvency proceeding; or an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of the Guarantor or either of the Mortgagors, or appointing a receiver, trustee or liquidator of the Guarantor or either of the Mortgagors, or of all or a substantial part of the assets of the Guarantor or either of the Mortgagors, and such order, judgment or decrees shall continue unstayed and in effect for any period of 30 consecutive days, and any such default shall not be cured or remedied within seven days following the date on which the Guarantor or Mortgagors, or any of them, shall receive notice thereof from Mortgagee; then upon the happening of any one or more of said events, at the option of the Mortgagee, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, at its option, whether or not possession of the Real Estate is taken, to sell the Real Estate (or such parts or parts thereof as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee at public outcry, to the highest bidder for cash, at the front or main 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 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. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the date 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 Real Estate, or any part thereof, if the highest bidder therefore. 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 Real Estate may be offered for sale in parcels or en mass for one total price, the proceeds of any such sale en mass 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 Mortgagors hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Real Estate 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 Real Estate not previously sold shall have been sold or all of the Obligations shall have been paid in full. The Mortgagee shall apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including appraisal fees, title search fees, foreclosure notice costs and reasonable attorney's fees (provided, however, that if this mortgage is subject to § 5-19-10, Code of Alabama 1975, such attorney's fees shall not exceed 15% of the unpaid Obligations after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fees shall be collected if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent or that may then be necessary to spend, in paying insurance premiums, Liens, or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Obligations (which includes principal, accrued interest and all other sums secured hereby); fourth, to a non-interest bearing reserve fund to be held by the Mortgagee as security for all Obligations that are not then due and payable; and fifth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner.

The Mortgagors agree to pay all costs, including reasonable attorney's fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Obligations, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction; provided, however, if this mortgage is governed by section 5-19-10, Code of Alabama 1975, attorney's fees collectible from the Mortgagors (including reasonable attorneys' fees incurred in foreclosing this mortgage) shall be limited to 15% of the Obligations at the time of default and referral to an attorney not a salaried employee of the Mortgagee, and no attorneys' fees shall be collected unless the original principal balance or original amount financed exceeds \$300. The full amount of such costs incurred by the Mortgagee shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or its assigns, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagors, a good and sufficient deed to the Real Estate.

Plural or singular words used herein to designate the undersigned, shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

  
RAYMOND K. WILSON

  
FRANCES R. WILSON

This instrument prepared by:

Name: RICHARD MURRAY, IV  
Address: 1927 FIRST AVENUE, NORTH  
BIRMINGHAM AL 35203

## ACKNOWLEDGEMENT FOR PARTNERSHIP

State of Alabama

County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that \_\_\_\_\_

whose name(s) as (general)(limited) \_\_\_\_\_ partner(s) of \_\_\_\_\_ a (n) \_\_\_\_\_ (general) (limited) partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he)(she)(they), as such \_\_\_\_\_ partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

AFFIX NOTARIAL SEAL

My commission expires: \_\_\_\_\_

## ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama

JEFFERSON County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that RAYMOND K. WILSON AND FRANCES R. WILSON

\_\_\_\_\_, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he)(she)(they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27TH day of NOVEMBER, 19 96.

AFFIX NOTARIAL SEAL

Randy J Hall  
Notary Public

My commission expires: SEPTEMBER 14, 1997

## ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama

Jefferson County

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Raymond K Wilson whose name as President & Secretary Frances R. Wilson Wilson Oil Company, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (he)(she)(they), as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of November, 19 96.

AFFIX NOTARIAL SEAL

Randy J Hall  
Notary Public

My commission expires: Notary - My commission expires February 28, 1999.

RETURN TO: National Bank of Commerce of Birmingham, P.O. Box 10686, Birmingham, Alabama 35202

Attention: Loan Department



## EXHIBIT "A"

Inst # 1996-39827

A Part of the Southeast 1/4 of the Northwest 1/4 and a part of the Northeast 1/4 of the Northwest 1/4, and a part of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 20 South, Range 3 West, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West; thence run South 89 deg. 01'22" East along the South line of said 1/4-1/4 for 578.74 feet to an iron pin; thence North 27 deg. 58'34" East and run 550.98 feet to an iron pin; thence North 36 deg. 30'55" East and run 312.42 feet to an iron pin; thence North 60 deg. 51'39" East and run 339.29 feet to an iron pin and fence corner; thence North 17 deg. 48'15" East and run along said fence for 426.36 feet to an iron pin and fence corner; thence North 31 deg. 27'07" W along a fence for 100.04 feet to an iron pin; thence North 0 deg. 55'11" East and run 73.28 feet to an iron pin; thence North 88 deg. 15'19" West and run 100.31 feet to an iron pin; thence North 0 deg. 58'29" East and run 150.07 feet to an iron pin; thence North 87 deg. 53'15" West and run 227.87 feet to an iron pin; thence South 40 deg. 00' West and run 265.94 feet to an iron pin; thence North 49 deg. 43'35" West and run 328.42 feet to an iron pin; thence South 0 deg. 16'28" East and run 327.00 feet to an iron pin on the North line of said 1/4-1/4 Section; thence North 88 deg. 48'39" West and run 659.85 feet to the Northwest corner of said 1/4-1/4 Section; thence South 0 deg. 16'38" East and run 1314.36 feet to the point of beginning.

Also a 10 foot easement for ingress and egress being more particularly described as lying 5 feet each side of the following described line:

Begin at the Southwest corner of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West; thence run North 0 deg. 16'28" West along the West line of said 1/2 for 327.00 feet; thence South 49 deg. 43'16" East and run 328.42 feet; thence North 40 deg. 00' 00" East and run 233.73 feet to the point of beginning; thence South 75 deg. 43'06" East and run 56.17 feet; thence South 67 deg. 54'51" East and run 89.93 feet; thence South 75 deg. 25'06" East for 65.34 feet; thence North 68 deg. 21'55" East and run 26.86 feet; thence North 16 deg. 49'34" East and run 38.77 feet; thence North 0 deg. 25'50" East; and run 37.56 feet to the point of ending.

Subject to 1991 ad valorem taxes.

Subject to Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 127, page 356 in Probate Office.

Subject to Right-of-Way granted to Shelby County by instrument recorded in Deed Book 180, pages 579 and 551 in Probate Office.

12/04/1996-39827  
11:11 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MEL 621.00