

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REGISTERED FROM
REGISTERED, Inc.
314 PIERCE ST.
P.O. BOX 218
ANNONA, ILL. 60303
(812) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). 1. Return copy or recorded original to:	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
2. Name and Address of Debtor (Last Name First if a Person) Pre-paid Acct. # _____ Oak Mountain Energy, L.L.C. 1051 Oak Mountain Drive Pelham, AL 35214 Social Security/Tax ID # _____		<div style="transform: rotate(-90deg); transform-origin: center;">Inst. # 1997-12106</div> <div style="transform: rotate(-90deg); transform-origin: center;">04/10/1997-12106</div> <div style="transform: rotate(-90deg); transform-origin: center;">02:39 PM CERTIFIED</div> <div style="transform: rotate(-90deg); transform-origin: center;">BIBB COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-90deg); transform-origin: center;">- 027 103</div>
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E 3. SECURED PARTY (Last Name First if a Person) Mellon Bank, N.A., as Agent Three Mellon Bank Center Attn: Loan Administration Room 153-2306 Pittsburgh, PA 15259-0001 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		

FILED WITH:

Bibb County, AL

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

See Exhibit A attached hereto and made part hereof.

See Exhibit B attached hereto and made part hereof for real property description.

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

000	800
100	900
200	
300	
500	
600	
700	

****Additional security to Mortgage filed simultaneously.**

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ **	
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **	
8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	

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

Signature(s) of Debtor(s)
Bruce L. Smith, V. Pres.
 Signature(s) of Debtor(s)
Oak Mountain Energy, L.L.C.
 Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

 Signature(s) of Secured Party(ies) or Assignee

 Type Name of Individual or Business

EXHIBIT A

DEBTOR: OAK MOUNTAIN ENERGY, L.L.C.

SECURED PARTY: MELLON BANK, N.A., AS AGENT,

COLLATERAL

All of Debtor's right, title and interest in and to all of its property of each and every kind whatsoever, including all real property, all personal property, both tangible and intangible, and all fixtures, and including all such property now owned and hereafter acquired or owned by it and all rents, issues, profits, products and proceeds thereof, as hereinafter set forth, including without limitation all of the following described property in which it now has or hereafter acquires an interest, subject only to Permitted Liens (as defined in the Loan Agreement):

1. the Properties described on Exhibit B attached hereto;
2. the Leases, together with all of the right, title and interest of Debtor in and to all premises, rights and interests demised thereby;
3. the Coal;
4. the Mines;
5. the Required Mining Permits;
6. the Plants;
7. the Operating Equipment;
8. All personal property and fixtures of the Debtor of any type or description, wherever located and now existing or hereafter arising or acquired, including but not limited to the following:
 - (a) all of the Debtor's goods, including, without limitation:
 - (i) all inventory, whether raw materials, in process or finished, all material or equipment usable in processing the same and all documents of title covering any inventory (all of the foregoing, "Inventory");

- (ii) all other equipment (the "Other Equipment") employed in connection with the Debtor's business, together with all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof;
- (b) all of the Debtor's present and future accounts, accounts receivable, general intangibles, contracts and contract rights (herein sometimes referred to as "Accounts"), together with
- (i) all claims, rights, powers or privileges and remedies of the Debtor relating thereto or arising in connection therewith, including, without limitation, all rights of the Debtor to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing, to enforce or execute any checks or other instruments or orders, to file any claims and to take any action which (in the opinion of the Secured Party) may be necessary or advisable in connection with any of the foregoing,
 - (ii) all liens, security, guaranties, endorsements, warranties and indemnities and all insurance and claims for insurance relating thereto or arising in connection therewith,
 - (iii) all rights to property forming the subject matter of the Accounts, including without limitation rights to stoppage in transit and rights to returned or repossessed property,
 - (iv) all writings relating thereto or arising in connection therewith, including without limitation all notes, contracts, security agreements, guaranties, chattel paper and other evidence of indebtedness or security, all powers-of-attorney, all books, records, ledger cards and invoices, all credit information, reports or memorandums and all evidence of filings or registrations relating thereto,
 - (v) all catalogs, computer and automatic machinery software and programs and the like pertaining to operations by the Debtor in, on or about any of its Plants or warehouses, all sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its Plants, all accounting information pertaining to operations in, on or about any of its plants, all media in which or on which any of the information or knowledge or data is stored or contained and all computer

programs used for the compilation or printing out of such information, knowledge, records or data, and

- (vi) all accounts, contract rights, general intangibles and other property rights of any nature whatsoever arising out of or in connection with the foregoing, including without limitation, payments due and to become due, whether as repayments, reimbursements (including, without limitation, refunds to which the Debtor is entitled, if any, under any Reclamation Bonds), contractual obligations, indemnities, damages or otherwise;
- (c) all other personal property of the Debtor of any nature whatsoever, including, without limitation, all accounts, bank accounts, deposits, credit balances, contract rights, inventory, general intangibles, investment property, mineral rights, goods, equipment, instruments, chattel paper, machinery, furniture, furnishings, fixtures, tools, supplies, appliances, plans and drawings, together with all customer and supplier lists and records of the business, and all property from time to time described in any financing statement (UCC-1) signed by the Debtor naming the Secured Party; and
- (d) all additions, accessions, replacements, substitutions or improvements and all products and proceeds, including without limitation proceeds of insurance, of any and all of the Collateral.

CERTAIN DEFINITIONS

"Coal" means all of the coal and other minerals produced, including any coalbed methane gas, in which Debtor may have any interest, severed from or located on the Properties, together with all of the in-place coal located in, on or under the Properties, and granted and conveyed to Debtor pursuant to the Leases. With respect to rights or interests in and to any properties hereafter acquired by Debtor, "Coal" means in-place, produced and severed coal, as to such Properties which are mortgageable, and produced and severed coal, as to such Properties which are not mortgageable;

"Leases" shall mean (i) that certain Underground Coal Mining Lease dated November 13, 1995 by and between M. Brian Gordon, Sr. and Janice O. Gordon, as "Lessor", and Oak Mountain Energy Corporation, as "Lessee", a Memorandum of which was recorded in the Office of the Shelby County Judge of Probate on January 25, 1996 as Inst. # 1996-02522; (ii) that certain Coal Mining Lease between USX Corporation, as "lessor", and Oak Mountain Energy Corporation, as "lessee", originally dated September 17, 1990 and originally entered into between USX Corporation and Bibb Energy, Inc., a Memorandum of which was recorded in the Office of the Shelby County Judge of Probate on August 8, 1996 as Inst. # 1996-25583; (iii) that certain Coal Mining Lease and Prospecting Agreement dated as of September 1, 1996 by and between Southern Electric Generating Company, as lessor, and Oak Mountain Energy Corporation, as "lessee", a Memorandum of which was recorded December 30, 1996 in the Office of the Shelby County Judge of Probate as Inst. # 1996-42532, and further recorded December 30, 1996 in the Office of the Bibb County Judge of Probate in Book 22, page 774; (iv) that certain Siding Agreement dated August 2, 1993 between Norfolk Southern Railway Company and Drycreek Coal, Inc.; all of the foregoing Leases have been assigned to Debtor pursuant to certain instruments of assignment recorded in the Offices aforesaid;

"Loan Agreement" means that certain Credit Agreement, dated as of April 17, 1997, among Secured Party, the banks party thereto and Debtor, as the same may be amended, supplemented, modified, and restated from time to time;

"Mine(s)" shall mean any excavation or opening into the earth, now and hereafter made, from which Coal is or can be extracted on or from any of the Properties, together with all appurtenances, fixtures, structures, improvements and all tangible property of whatsoever kind or nature in connection therewith, and together with each and every license, permit, bond, governmental approval and contract right in connection therewith;

"Operating Equipment" shall mean all surface and subsurface machinery, equipment, facilities and other property of whatsoever kind or nature, now and hereafter located on any of the Properties and anywhere else, which are now and hereafter owned by the Debtor, and which are useful for the production, handling, treatment, processing, storage or transportation of Coal, including, but not by way of limitation, all hoisting shafts, air shafts, engines, boilers, dynamos, generators, belts and conveyor belts and other electrical apparatus, machinery and tipples, store houses and other buildings of every kind used by Debtor in connection with the Mines and the Properties, and all tools, supplies, equipment and personal property of every kind, sort or

character, whether now owned or hereafter to be purchased or acquired by the Debtor in connection with the Mines, the Properties or the processing and transportation of Coal;

"Plant(s)" shall mean the tipples, processing facilities, machinery and ancillary facilities now and hereafter owned or controlled by the Debtor, or to which the Debtor has rights, and all equipment, tools, supplies and other property now and hereafter owned by the Debtor and now and hereafter used in connection with each such facility, including, without limitation, each contract right, sidetrack agreement, easement and right-of-way, all advanced deposits, governmental approvals and bonds, and all similar agreements and rights;

"Reclamation Bonds" shall mean, to the extent assignable by Debtor to Secured Party, each and every security deposit of money or other property now and hereafter made with any regulatory authority for the purpose of securing the Debtor's obligation to reclaim any Mine and any of the Properties and the right to receive a refund or return of such security in the event a successor permittee (as that term is defined by local law) begins mining on any of the Properties;

"Required Mining Permits" shall mean all material licenses, permits, authorizations, plans, approvals and bonds necessary under the Environmental Laws for Debtor to continue to conduct Coal mining and related operations on, in or under the Properties substantially in the manner as such operations had been authorized immediately prior to Debtor's acquisition of its interests in the Properties and as may be necessary for Debtor to conduct Coal mining and related operations on, in or under the Properties, further including the production, recovery or distribution of methane gas from the Coal;

"Environmental Laws" shall mean all federal, state, local and foreign Laws and regulations, including permits, licenses, authorizations, bonds, orders, judgments, and consent decrees issued, or entered into, pursuant thereto, relating to pollution or protection of human health or the environment or the operation of coal mines and related activities or employee safety in the workplace;

"Law" shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree or award of any Official Body;

"Official Body" shall mean any national, federal, state, local or other government or political subdivision or any agency, authority, bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case whether foreign or domestic.

EXHIBIT B

A. RECORD OWNER: OAK MOUNTAIN ENERGY, L.L.C. (Surface)

Those two certain parcels of land situated in Shelby County, Alabama, which are more particularly described as follows:

Parcel I

All that part of W 1/2 of Section 14, lying south of Norfolk Southern Railroad Right of way, Township 21 South, Range 4 West.

Minerals and mining rights excepted.

Parcel II

A tract of land, MINERALS AND MINING RIGHTS EXCEPTED, situated in the East half of the North-East quarter of Section 29, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the northeast corner of Section 29, Township 21 South, Range 4 West; thence in a Westerly direction along the north boundary of said Section, 180.22 feet; thence turning an angle of 50 degrees 31 minutes 33 seconds to the left in a southwesterly direction, 482.08 feet to the point of beginning of tract herein described; thence turning an angle of 93 degrees 21 minutes 45 seconds to the left in a southeasterly direction, 96.69 feet; thence turning an angle of 61 degrees 53 minutes 18 seconds to the right in a southwesterly direction, 323.04 feet; thence turning an angle of 16 degrees 19 minutes 28 seconds to the right in a southwesterly direction, 801.74 feet; thence turning an angle of 20 degrees 57 minutes 16 seconds to the right in a southwesterly direction, 303.15 feet; thence turning an angle of 55 degrees 21 minutes 07 seconds to the right in a northwesterly direction, 258.54 feet; thence turning an angle of 91 degrees 40 minutes 24 seconds to the right in a northeasterly direction, 535.80 feet; thence turning an angle of 7 degrees 42 minutes 34 seconds to the right in a northeasterly direction, 122.28 feet; thence turning an angle of 10 degrees 18 minutes 36 seconds to the right in a northeasterly direction, 193.10 feet; thence turning an angle of 2 degrees 11 minutes 48 seconds to the right in a northeasterly direction, 191.47 feet; thence turning an angle of 6 degrees 59 minutes 06 seconds to the right in a northeasterly direction, 490.22 feet; thence turning an angle of 86 degrees 36 minutes 15 seconds to the right in a southeasterly direction, 121.64 feet to the point of beginning.

Prior Deed References:

Parcel I

Deed of M. Brian Gordon, Sr. dated January 29, 1996, recorded in Shelby County Alabama on January 25, 1996 as Instr. #1996-02519.

Parcel II

Deed of USX Corporation dated August 24, 1995, recorded in Shelby County, Alabama on _____, 1995 as Instr. #1995- 21551.

B. RECORD OWNERS: M. BRIAN GORDON, SR. AND JANICE O. GORDON (Coal)

All the part of W1/2 of Section 14, lying South of Norfolk
Southern Railroad Right of Way, Township 21 South, Range 4
West, Shelby County, Alabama

C. RECORD OWNER: NORFOLK SOUTHERN RAILWAY COMPANY

An industrial track 2,225 feet in length, more or less, as measured from its switch point at Station 0+00 to its end at Station 22+25, at GURNEE JUNCTION, Shelby County Alabama.

.....

D. RECORD OWNER: USX CORPORATION

USX PROPERTY

LEGAL DESCRIPTION

All lands described below are located in Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama and are lands in which USX Corporation owns all interests, and are lands in which Bibb Energy was granted the right to mine coal in the Gholson and Helena Coal Seams.

Bibb County, Alabama

Township 21 South, Range 4 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
10	The Southeast Quarter	160.0
11	Entire Section	640.0
21	The East Half	320.0
22	The West Half	<u>320.0</u>
	Total Acres	1,440.0

USX Property

LEGAL DESCRIPTION

Lands in which USX Corporation owns all interests.

Approximately one hundred fifty (150) acres of USX surface lands are hereby added to the lands described in said Contract, which lands include the site of the old Burgess Washer, a site at a rail junction known as Gurnee Junction, and the abandoned rail grade between Burgess and Gurnee Junction, all of which are located in Sections 19, 20, 29, 31 and 32, Township 21 South, Range 4 West of the Huntsville Principal Meridian, Shelby County, Alabama, and shown on map attached hereto and made a part hereof.

USX Property

LEGAL DESCRIPTION

Lands in which USX Corporation owns all interests and in which Bibb Energy was granted the right to use the surface.

Township 21 South, Range 4 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
22	The South half of the North-East quarter.	80
	The South half of the North-West quarter of the North-East quarter.	20
	The North-West quarter of the North-East quarter of the South-East quarter.	10
	The North-West quarter of the South-East quarter	40
23	The west half of the South-West quarter of the North-West quarter	20

	Total	170

LEGAL DESCRIPTION

USX PROPERTY

Lands in which USX Corporation owns all interests.

TOWNSHIP 21 SOUTH, RANGE 4 WEST

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>ACRES</u>
21	That part of the West half of Section 21 lying south and east of Southern Railway	219.00
22	The South-West quarter of North-East quarter; the North-West quarter of South-East quarter	80.00
27	The West half of North-West quarter	80.00
28	The North-East quarter; the East half of North-West quarter; the East half of West half of North-West quarter; The South-West quarter of South-West quarter of North-West quarter; the North half of South-West quarter; that part of the South-West quarter of South-West quarter lying north and east of a diagonal line beginning at the northwest corner of the South-West quarter of South-West quarter and ending at the southeast corner of the South-East quarter of South-East quarter; the North half of South-East quarter	463.33
TOTAL		842.33

Lands in which USX Corporation owns mineral interests only.

TOWNSHIP 21 SOUTH, RANGE 4 WEST

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>ACRES</u>
28	That part of the South-East quarter of South-West quarter lying north of a line beginning at the northwest corner of the South-West quarter of South-West quarter and ending at the southeast corner of the South-East quarter of South-West quarter	26.67
GRAND TOTAL		869.00

USX PROPERTY

LEGAL DESCRIPTION OF LANDS TO BE ADDED TO LEASE PREMISES FOR UNDERGROUND MINING OF COAL IN THE COKE, CLARK, CHOLSON, THOMPSON AND HELENA SEAMS OF COAL

Group I - Lands in which USX Corporation owns all interests

Township 20 South, Range 3 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
31	The South-East quarter	160.0
	The South half of the South-West quarter	80.0

Township 21 South, Range 3 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
5	The North-West quarter	160.0
	The West half of the South-West quarter	80.0
6	The entire section	640.0
7	The entire section	640.0
8	The West half of the West half	160.0

Township 21 South, Range 4 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
1	The North-East quarter of the North-East quarter	40.0
	The South half of the North-East quarter	80.0
	The South-East quarter of the North-West quarter	40.0
	The South half of the section	320.0
2	The South half of the South-East quarter	80.0
10	The South half of the South-West quarter	80.0
12	The entire section	640.0
13	The North half of the North-West quarter	80.0
	The South-West diagonal half of the South-West quarter	80.0
14	The North-East quarter	160.0
	The West half of the South-East quarter	80.0
15	The North-West quarter of the North-East quarter	40.0
	The South half of the North-East quarter	80.0
	The North-West quarter	160.0
	The North-East quarter of the South-West quarter	40.0
	The South-East quarter	160.0

USX PROPERTY

Township 21 South, Range 4 West (continued)

<u>Section</u>	<u>Description</u>	<u>Acres</u>
20	The South-East diagonal half of the South-East quarter of the South-East quarter	20.0
22	The North-West quarter of the North-East quarter	40.0
	The East half of the North-East quarter	80.0
	The South-West quarter of the South-East quarter	40.0
	The East half of the South-East quarter	80.0
23	The entire section	640.0
24	The West half of the section	320.0
25	The North-West diagonal half of the North-East quarter of the North-West quarter	20.0
	The North-West quarter of the North-West quarter	40.0
	The West half of the South-West quarter of the North-West quarter	20.0
	The West half of the North-West quarter of the South-West quarter	20.0
26	The North half of the section	320.0
	The South-West quarter	160.0
	The North half of the South-East quarter	80.0
27	The North-East quarter	160.0
	The East half of the North-West quarter	80.0
	The South half of the section	320.0
28	The South half of the South-East quarter	80.0
	The West half of the North West quarter of the North-West quarter	20.0
	The North-West quarter of the South-West quarter of the North-West quarter	10.0
29	The East half of the North-East quarter	80.0
	The North-East diagonal half of the North-East quarter of the South-East quarter	20.0
33	The East half of the section excepting 7.58 acres lying in the West half of the North-East quarter	312.42

USX PROPERTY

Township 21 South, Range 4 West (continued)

<u>Section</u>	<u>Description</u>	<u>Acres</u>
34	The North half of the North-East quarter	80.0
	The North-West quarter of the North-West quarter	40.0
	The South half of the North-West quarter	80.0
	The North half of the South-West quarter	80.0
	The South-West quarter of the South-West quarter	40.0
	The North-West quarter of the South-East quarter	40.0
35	The North-West quarter	160.0
	The North-West diagonal half of the South-West quarter	80.0
	The North half of the North-East quarter	80.0
	The North-West diagonal half of the South half of the North-East quarter	40.0
TOTAL ACRES - GROUP I		7,762.42

Group II - Lands in which USX Corporation owns mineral interests only.

Township 21 South, Range 4 West

<u>Section</u>	<u>Description</u>	<u>Acres</u>
25	The West half of the South-West quarter of the South-West quarter	20.0
26	The South half of the South-East quarter	80.0
33	An irregular tract lying in the West half of the North-East quarter	7.58
34	The South half of the North-East quarter	80.0
	The South-East quarter of the South-West quarter	40.0
	The South half of the South-East quarter	80.0
	The North-East quarter of the South-East quarter	40.0
TOTAL ACRES - GROUP II		347.58

E. RECORD OWNER: SOUTHERN ELECTRIC GENERATING COMPANY

SEGC PROPERTY

TOWNSHIP 21 SOUTH, RANGE 3 WEST

SECTION 18 - Northwest Quarter of Southwest Quarter; North Half of North Half of Southwest Quarter of Southwest Quarter; Southwest Quarter of Northwest Quarter

SECTIONS 19, 29, AND 30 - Start at a point 140.0 feet north along the east boundary from the Southeast corner of SW 1/4 of SW 1/4 Section 29, known as the point of beginning. Thence from the said point of beginning on the following metes and bounds:

<u>Course No.</u>	<u>Distance</u>	<u>Bearing</u>
1	890'	N 82 00 W
2	1720'	N 49 05 W
3	2215'	N 27 25 W
4	405'	N 4 15 W
5	430'	N 33 10 W
6	405'	N 4 35 E
7	180'	N 66 20 W
8	498'	N 1 10 E
9	775'	N 25 15 E
10	542'	N 51 35 E
11	364'	N 78 05 E
12	483'	N 25 55 E
13	703'	N 48 15 E
14	435'	S 2 45 E
15	360'	S 48 15 W
16	585'	S 25 55 W
17	460'	S 78 05 W
18	375'	S 51 35 W
19	620'	S 25 15 W
20	200'	S 1 10 W
21	195'	S 66 20 E
22	530'	S 4 35 W
23	403'	S 33 10 E
24	445'	S 4 15 E
25	2075'	S 27 25 E
26	1540'	S 49 05 E
27	820'	S 82 00 E
28	345'	S 3 35 E

(Arriving at the point of beginning)

SESCO PROPERTY

SECTION 19 - Beginning at the northwest corner of Section 19, thence in a southerly direction with a bearing of S 18 31 E a distance of 1120.1 feet to the point of beginning; thence in a westerly direction with a bearing of S 79 17 30 W a distance of 216 feet; thence in a southerly direction with a bearing of S 10 42 30 E a distance of 276.0 feet; thence in an easterly direction with a bearing of N 79 17 30 E a distance of 216.0 feet; thence in a northerly direction with a bearing of N 10 42 30 W a distance of 216.0 feet to the point of beginning.

SECTION 31 -Start at southwest corner of NW 1/4 of SE 1/4 of Section 31, proceed on a bearing of N 5 49 E for a distance of 1318.30 feet to the point of beginning. Thence westerly 660 feet, thence northerly 660 feet, thence easterly 660 feet, thence southerly 660 feet to the point of beginning.

Also, start at the Southwest corner of the Northwest Quarter of the Southeast Quarter, thence proceed North 82 degrees 46 minutes 18 seconds West a distance of 587.50 feet to the point of beginning; from such point of beginning proceed North 70 degrees 43 minutes West a distance of 236 feet; thence proceed South 19 degrees 17 minutes West a distance of 236 feet; thence proceed South 19 degrees 17 minutes West a distance of 236 feet; thence proceed South 70 degrees 43 minutes East for a distance of 236 feet; thence proceed North 19 degrees 17 minutes East for a distance of 236 feet to the point of ending.

TOWNSHIP 21 SOUTH, RANGE 4 WEST

SECTION 13 - Northeast Quarter of Southwest Quarter, Northeast diagonal half of Southeast Quarter of Southwest Quarter, South 26.1 acres of the Southeast Quarter of Southeast Quarter, starting at the northeast corner of the Southeast Quarter of the Southeast Quarter of Section 13, as a point of beginning, thence northerly along the section line a distance of 466.69 feet, thence westerly a distance of 466.69 feet, thence southerly a distance of 933.38 feet, thence easterly a distance of 466.69 feet to the section line, thence northerly along the section line a distance of 466.69 feet to the point of beginning. Beginning at the northwest corner of SE 1/4 of SE 1/4 of Section 13; thence east along the north line of said 1/4-1/4, a distance of 858.0 feet to a point; thence south with an interior angle of 88 degrees 11 minutes a distance of 451.9 feet to a point; thence west with an interior angle of 91 degrees 49 minutes a distance of 857.4 feet to a point on the west line of said 1/4-1/4; thence north along said west line a distance of 451.9 feet to the point of beginning. Beginning at the northwest corner of the NE 1/4 of SE 1/4, Section 13; run thence east along the north line of said NE 1/4 of SE 1/4 a distance of 1325.9 feet more or less to the east line of said 1/4-1/4; thence south along said east line a distance of 849.6 feet to a point; thence west with an angle of 90 degrees a distance of 466.7 feet to a point; thence south with an angle of 90 degrees a distance of 481.2 feet more or less to a point on the south line of said 1/4-1/4; thence west along said line a distance of 858.0 feet more or less to the southwest corner of said 1/4-1/4; thence north along the west line of said 1/4-1/4 a distance of 1318.3 feet more or less to the point of beginning. Beginning at the southeast corner of the NW 1/4 of NE 1/4 of Section 13, run thence north along the east line of said 1/4-1/4 a distance of 548.2 feet, more or less, to a point on Southern Railway Company's south right of way line, said point being 50 feet from center line of and measured perpendicular to the main

SESCO PROPERTY

track; thence in a Westerly direction along said right of way line, said line being 50 feet from and parallel to center line of main tract, a distance of 352.5 feet; thence south with an interior angle with the right-of-way line of 109 degrees 46 minutes a distance of 438.4 feet to a point on the south line of said 1/4-1/4; thence east along said line a distance of 331.8 feet to the point of beginning. Beginning at the southeast corner of the NE 1/4 of NE 1/4, Section 13; thence run north along the east line of said 1/4-1/4 a distance of 954.7 feet to a point on Southern Railway Company' South right-of-way line, said point being 50 feet from center line of an measured perpendicular to the main track; thence west along the said south right-of-way line, said line being 50 feet from and parallel to center line of said track, a distance of 1410 feet more or less to a point on the west line of said 1/4-1/4; thence south along said west line a distance of 548.2 feet more or less to the southwest corner of said 1/4-1/4; thence east along the south line of said 1/4-1/4 a distance of 1327.3 feet to the point of beginning. Southwest Quarter of Southeast Quarter, Northwest Quarter of Southeast Quarter, Southwest Quarter of Northeast Quarter, Southeast Quarter of Northeast Quarter.

SEGCO PROPERTY

MINERAL RIGHTS

The following tracts in Shelby County, Alabama:

TOWNSHIP 21 SOUTH, RANGE 3 WEST

SECTION 17 -- Northeast Quarter of Southeast Quarter, less one acre near the northwest corner, and less 1.29 acres being that portion of the Kendrick-Holcomb Lot as described by deed recorded in the office of the Judge of Probate of Shelby County, Alabama, in Deed Book 139 at page 299; Southwest Quarter of Southeast Quarter, less .50 acre as described by deed recorded in such office at Deed Book 26 at page 394.

SECTION 18 -- Northeast Quarter of Northwest Quarter and 1/3 interest in the Northwest Quarter of Northwest Quarter.

SECTION 19 -- North Half of North Half and South Half of Northwest Quarter less part described in Fee ownership above; West Half of Southwest Quarter.

SECTION 20 -- Northeast Quarter of Northeast Quarter; Northeast Quarter of Southeast Quarter.

SECTION 21 -- The part of the Northwest Quarter of Northwest Quarter lying west of the Montevallo -- Bessemer Road, less lots described as follows: Lot described in Deed Book 148 at page 178; Lot described in Deed Book 163 at page 553; Lot described in Deed Book 173 at page 463; also less, begin at the intersection of the north line of Section 21 and the west boundary of the right-of-way of the Montevallo -- Bessemer Road and run along the north line of said section 21 a distance of 300 feet; run thence south 100 feet; run thence east 320 feet to the west boundary of said road; run thence north along the west boundary of said road; run thence north along the west boundary of said road 100 feet to the point of beginning. That part of the Southwest Quarter of Northwest Quarter lying west of the Montevallo -- Bessemer Road and West of Lots 39, 40 and 41, as shown by G.F. Peter's Map of the Town of Maylene, drawn on November 13, 1946, and surveyed by I.E. Gillespie. Northwest Quarter of Southwest, less a portion of the Jacob Zeiderhook, P.C. Means, and Lon Nabors Lots, all in the northeast corner of said forty and described by deeds recorded in such office in Deed Book 25, page 270, Deed Book 62, page 339, and Deed Book 62, page 436, respectively.

SECTION 29 -- South Half of Northwest Quarter; North Half of Southwest Quarter; Southwest Quarter of Northeast Quarter; Northwest Quarter of Southeast Quarter.

SECTION 30 -- South Half of North Half less part described in Fee ownership above; North Half of Northwest Quarter; Northwest Quarter of Southwest Quarter.

SECCO PROPERTY

SECTION 32 -- Northwest Quarter of Northwest Quarter.

TOWNSHIP 21 SOUTH, RANGE 4 WEST

SECTION 14 -- East Half of Southeast Quarter.

SECTION 24 -- East Half.

SECTION 25 -- Northeast Quarter.

TOWNSHIP 22 SOUTH, RANGE 4 WEST

SECTION 3 -- North Half of Northeast Quarter; Southeast Quarter of Northeast Quarter; North Half of Northwest Quarter; Southeast Quarter of Southeast Quarter.

SECTION 5 -- All.

SECTION 6 -- All, except undivided 1/2 interest in Southwest Quarter of Northwest Quarter.

SECTION 7 -- Southwest Quarter; South Half of Southeast Quarter; North Half.

SECTION 8 -- Northwest Quarter of Northwest Quarter; Southwest Quarter of Southwest Quarter; East Half of Southeast Quarter.

SECTION 9 -- West Half of Northwest Quarter.

SECTION 10 -- Southeast Quarter of Southwest Quarter; Southeast Quarter.

SECTION 11 -- West Half of Southwest Quarter; South Half of Southwest Quarter of Southeast Quarter.

SECTION 14 -- West Half of Northwest Quarter; East Half of Northwest Quarter; West Half of Northeast Quarter.

SECTION 15 -- East Half of Northeast Quarter; Northeast Quarter of Northwest Quarter; West Half of Northwest Quarter; Southeast Quarter of Northwest Quarter; South Half of Southwest Quarter; South Half of Southeast Quarter.

SECTION 16 -- Northwest Quarter.

SECTION 17 -- Northeast Quarter of Southwest Quarter; Southeast Quarter; North Half.

SECTION 18 -- East Half of Northeast Quarter.

SECTION 29 -- North Half of Northeast Quarter, fractional. The following tracts in B.36 County, Alabama:

SECCO PROPERTY

The following tracts in Bibb County, Alabama:

TOWNSHIP 22 SOUTH, RANGE 5 WEST

*. SECTION 1 -- South Quarter; North Half.

SECTION 12 -- North Half of Northeast Quarter.

SECTION 26 -- All, fractional.

SECTION 27 -- All, fractional.

TOWNSHIP 24 NORTH, RANGE 11 EAST

SECTION 3 -- Northeast Quarter of Northeast Quarter; West Half of Northwest Quarter.

SECTION 5 -- Northwest Quarter of Southeast Quarter; North Half.

SECTION 7 -- Northwest Quarter of Northeast Quarter; Northwest Quarter of Southwest Quarter.

TOWNSHIP 24 NORTH, RANGE 10 EAST

SECTION 1 -- All.

SECTION 11 -- All.

SECTION 15 -- North Half of Northeast Quarter; Southwest Quarter of Northeast Quarter; West Half of Southeast Quarter; Southeast Quarter of Southeast Quarter; West Half.

SEGC0 PROPERTY

Properties located in Shelby County, Alabama, except as otherwise indicated:

TOWNSHIP 21 SOUTH, RANGE 3 WEST

SECTION 17 - Southwest Quarter of Northeast Quarter; South Half of Northwest Quarter; Southwest Quarter; Northwest Quarter of Southeast Quarter; Southeast Quarter of Southeast Quarter; North Half of North Half of Northwest Quarter of Northeast Quarter; North Half of Northwest Quarter.

SECTION 18 - East Half; East Half of Southwest Quarter; Southeast Quarter of Northwest Quarter; 2/3 int. in Northwest Quarter of Northwest Quarter; Southwest Quarter of Southwest Quarter less North Half of North Half.

SECTION 19 - South Half of Northeast Quarter; Southeast Quarter less part belonging to SEGCo; East Half of Southwest Quarter

SECTION 20 - West Half; West Half of Northeast Quarter; Southeast Quarter of Northeast Quarter; West Half of Southeast Quarter; Southeast Quarter of Southeast Quarter.

SECTION 29 - North Half of North Half; Southeast Quarter of Northeast Quarter; Northeast Quarter of Southeast Quarter; Southwest Quarter of Southwest Quarter less part belonging to SEGCo.

SECTION 30 - Southeast Quarter less part belonging to SEGCo; East Half of Southwest Quarter; Southwest Quarter of Southwest Quarter; North Half of Northeast Quarter less part belonging to SEGCo.

SECTION 31 - North Half less part belonging to SEGCo; Northwest Quarter of Southeast Quarter; Southwest Quarter.

SECTION 32 - Northeast Quarter of Northwest Quarter

TOWNSHIP 21 SOUTH, RANGE 4 WEST

SECTION 13 - Northeast Quarter of Northeast Quarter north of R.R.; East Half of East Half of Northwest Quarter of Northeast Quarter north of R.R.; South Half of Northwest Quarter; Northeast diagonal Half of Northwest Quarter of Southwest Quarter; West Half of Northwest Quarter of Northeast Quarter; West Half of East Half of Northwest Quarter of Northeast Quarter.

SECTION 25 - Southeast diagonal Half of Northeast Quarter of Northwest Quarter; Northwest diagonal Half of East Half of Southwest Quarter of Northwest Quarter; Southeast Quarter; Northeast Quarter of Southwest Quarter; East Half of Northwest Quarter of Southwest Quarter; Southeast diagonal Half of East Half of Southwest Quarter of Northwest Quarter; Southeast Quarter of Southwest Quarter; East Half of Southwest Quarter of Southwest Quarter; Southeast Quarter of Northwest Quarter.

SESCO PROPERTY

SECTION 35 - Southeast diagonal Half of South Half of Northeast Quarter; Southeast diagonal Half of Southwest Quarter; Southeast Quarter

SECTION 36 - Northeast Quarter; Northwest Quarter of Northwest Quarter; South Half of Northwest Quarter; South Half less 4 acres in the Northeast corner of the Southeast Quarter of Southeast Quarter; Northeast Quarter of Northwest Quarter.

TOWNSHIP 22 SOUTH, RANGE 3 WEST

SECTION 6 - Southwest Quarter of Northeast Quarter; West Half of Northwest Quarter; West Half of East Half of Southeast Quarter; West Half of Southeast Quarter; Southwest Quarter

SECTION 7 - Northwest Quarter of Northeast Quarter; West Half; Southwest Quarter of Southeast Quarter.

SECTION 18 - West Half of West Half; North Half of Northeast Quarter of Southwest Quarter West of the old Montevallo-Tuscaloosa dirt road; a parcel of land in the Southwest corner of the East Half of Northwest Quarter more fully described as follows: Begin at Southwest corner of East Half of Northwest Quarter, thence Northeast about 150 yards to a certain spring, thence down said spring branch 50 yards, thence direct to the Tuscaloosa road, thence down said road about 150 yards to the south boundary of Southeast Quarter of Northwest Quarter, thence West along the line between the Northwest Quarter and Southwest Quarter of said Section to the beginning.

SECTIONS 18 AND 19 - Begin a Southeast corner of Southwest Quarter of Southwest Quarter, Section 19, go North along the East line of said Southwest Quarter of Southwest Quarter for 362.79 feet, thence right 55 degrees 25 minutes for 160.88 feet, thence left 25 degrees 35 minutes for 140.10 feet, thence left 115 degrees 11 minutes for 202.83 feet to said East line, thence North along said East line 19.87 feet, thence left 67 degrees 03 minutes for 71.90 feet, thence right 40 degrees 05 minutes for 85.73 feet, thence right 25 degrees 53 minutes for 20.0 feet, thence left 35 degrees 22 minutes for 124.14 feet, thence left 37 degrees 28 minutes for 105.68 feet, thence right 16 degrees 23 minutes for 131.60 feet, thence right 118 degrees 05 minutes for 271.44 feet, thence left 10 degrees 15 minutes for 122.62 feet, thence left 4 degrees 48 minutes for 85.18 feet to said East line of Southwest Quarter of Southwest Quarter, thence left 45 degrees 29 minutes for 134.30 feet to Northeast corner of said Southwest Quarter of Southwest Quarter, thence right 91 degrees 26 minutes for 81.15 feet to the West line of Lot 4, Block 8, Thomas Addition to the Town of Aldrich, map of which is recorded on the office of Judge of Probate of Shelby County, Thence left 121 degrees for 63.37 feet along West line of said Lot 4, thence right 98 degrees 57 minutes for 270 feet, thence left 112 degrees 04 minutes for 161.10 feet, thence right 93 degrees 26 minutes for 290.90 feet, thence left 90 degrees 10 minutes for 123.71 feet, thence right 4 degrees 13 minutes for 562.11 feet, thence left 61 degrees 41 minutes for 16.26 feet, thence right 12

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degrees 48 minutes for 315.73 feet, thence left 95 degrees 56 minutes for 296.12 feet, thence left 61 degrees 22 minutes for 358.61 feet to the east line of Northwest Quarter of Southwest Quarter of said Section 19, thence South along said East line for 157.72 feet, thence right 102 degrees 49 minutes for 324.50 feet, thence right 90 degrees for 20.1 feet, thence left 62 degrees 26 minutes for 355.95 feet, thence left 22 degrees 27 minutes for 125.53 feet, thence left 10 degrees 16 minutes for 187.42 feet, thence right 90 degrees for 364.08 feet, thence right 90 degrees for 326.91 feet, thence left 89 degrees 54 minutes for 606.58 feet, thence right 28 degrees 35 minutes for 350 feet, thence left 90 degrees for 150 feet, thence right 71 degrees 32 minutes to the public road, thence in an Easterly direction along the public road to the intersection of the North line of the public road with the South line of Lot 2, Block 3, said Thomas' Addition to the Town of Aldrich, thence Northwest along the South line of said Lot 2 for 298.39 feet, thence right 86 degrees 13 minutes for 205.65 feet along the west side of said Lot 2, thence Easterly along the North line of said Lot 2 for 208 feet, thence Easterly along the North line of Summit Part "B" for 398 feet to the Northwest corner of Lot 6, Block 2, said Thomas' Addition to the Town of Aldrich, thence looking East along the North line of said Lot 6, Block 2, turn an angle of 65 degrees 18 minutes for 303.48 feet, thence right 0 degrees 19 minutes for 580.46 feet, thence left 85 degrees 55 minutes for 696.48 feet, thence right 54 degrees 16 minutes for 109.50 feet, thence right 5 degrees 22 minutes for 636.67 feet, thence right 33 degrees 50 minutes for 173.78 feet to the center line of Davis Creek, thence East along the center line of Davis Creek to the East line of Southeast Quarter of Southwest Quarter, Section 18, thence North along said East line to the Northeast corner of said Southeast Quarter of Southwest Quarter, thence West along the North line of said Southeast Quarter of Southwest Quarter to Northwest corner of said forty, thence South along West line of said forty to North line of Section 19, thence West to Northwest corner of said Section 19, thence South to Southwest corner of said Section 19, thence East to point of beginning, except the following tracts: Commence the Northwest corner of Southeast Quarter of Southwest Quarter, Section 19, and run South 798 feet along the West side of said forty to the point of beginning; thence turn an angle of 70 degrees right, run a distance of 40 feet to the Northwest corner of church lot, thence turning an angle of 90 degrees left, run a distance of 80 feet to the Southwest corner, thence turning an angle of 90 degrees left, run a distance of 100 feet to the Southeast corner, thence turning an angle of 90 degrees left, run a distance of 80 feet to the Northeast corner, thence turning an angle of 90 degrees left, run 60 feet to the point of beginning, containing 0.183 acres, more or less. There is also included the following tract: From the Southwest corner of Southeast Quarter of Southwest Quarter, Section 19, go East along the South line of said Southeast Quarter of Southwest Quarter for 970.89 feet to a point of beginning; run thence left 36 degrees 48 minutes for 163.06 feet, thence right 29 degrees 36 minutes for 90.60 feet to the west edge of the Southern Railroad right-of-way, thence South along said West edge of right-of-way to the South line of said Southeast Quarter of Southwest Quarter, thence West to the point of beginning.

SECTION 30 - All of Fractional Section West of Southern Railway right-of-way.

SESCO PROPERTY

TOWNSHIP 22 SOUTH, RANGE 4 WEST

SECTION 1 - Northeast Quarter; Northeast Quarter of Northwest Quarter less 9 acres; North 31 acres of Northwest Quarter of Northwest Quarter; Southeast Quarter; South Half of Southwest Quarter; South Half of Northwest Quarter; North Half of Southwest Quarter.

SECTION 2 - South Half of Southeast Quarter; Northwest Quarter of Southeast Quarter of Southwest Quarter; Northwest Quarter of Northeast Quarter; South Half of Southwest Quarter; Northeast Quarter of Southwest Quarter; Northwest Quarter of Northeast Quarter; South Half of Northeast Quarter; that part of the Southeast Quarter of Northwest Quarter lying south of Montevallo and Tuscaloosa dirt road; North Half of Northwest Quarter; Southwest Quarter of Northwest Quarter; Northeast Quarter of Southeast Quarter; Northwest Quarter of Southwest Quarter; Northeast Quarter of Northeast Quarter.

SECTION 3 - Northeast Quarter of Southeast Quarter.

SECTION 4 - All except Northeast Quarter of Southeast Quarter.

SECTION 6 - An undivided 1/2 interest in Southwest Quarter of Northwest Quarter, Bibb County, Alabama

SECTION 9 - West Half of Northeast Quarter; East Half of Northwest Quarter.

SECTION 10 - East Half of Northeast Quarter; Northeast Quarter of Southwest Quarter; West Half of Northeast Quarter; Southeast Quarter of Northwest Quarter; Northwest Quarter of Southwest Quarter.

SECTION 11 - South Half of Northeast Quarter; Northwest Quarter of Northeast Quarter; East Half of Northwest Quarter; Northwest Quarter of Northwest Quarter; East Half of Southwest Quarter; North Half of Southeast Quarter; Southeast Quarter of Southeast Quarter; North Half of Southwest Quarter of Southeast Quarter; Northeast Quarter of Northeast Quarter.

SECTION 12 - East Half; East Half of West Half; Northwest Quarter of Northwest Quarter; Northeast Quarter of Southwest Quarter of Northwest Quarter; Southeast Quarter of Northwest Quarter of Southwest Quarter.

SECTION 13 - East Half; East Half of West Half; East Half of Northwest Quarter of Northwest Quarter; Southeast Quarter of Southwest Quarter of Northwest Quarter; Southwest Quarter of Southwest Quarter.

SECTION 14 - South Half except East Half of Northeast Quarter of Southeast Quarter.

SECTION 15 - West Half of Northeast Quarter; North Half of South Half.

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SECTION 16 -- Northeast Quarter; South Half.

SECTION 20 -- North Half; Southeast Quarter, Bibb County, Alabama

SECTION 21 -- All.

SECTION 22 -- East Half; North Half of Northwest Quarter; Southeast Quarter of Northwest Quarter; East Half of Southwest Quarter.

SECTION 23 -- All.

SECTION 24 -- All.

SECTION 25 -- (All (Fractional Section).

SECTION 26 -- All (Fractional Section).

SECTION 27 -- Fractional Northeast Quarter.

TOWNSHIP 22 SOUTH, RANGE 5 WEST

SECTION 1 -- Southwest Quarter, Bibb County, Alabama

SECTION 2 -- Southeast Quarter of Northeast Quarter; East Half of Southeast Quarter, Bibb County, Alabama

SECTION 12 -- West Half of Northwest Quarter; Southwest Quarter of Southwest Quarter, Bibb County, Alabama

TOWNSHIP 24 NORTH, RANGE 12 EAST

SECTION 5 -- Northwest Quarter of Southwest Quarter; that part of the North Half of Fractional Section West of Southern Railroad right-of-way except that part of the following tract which lies West of said right-of-way; commencing at a certain Sweetgum tree on the west bank of Simmons Creek, run South 86 degrees West 13.31 chains, thence North 3 degrees 30 minutes West 9 chains to Section line, thence North 86 degrees East along Section line to aforesaid creek, thence down and along said creek to point of beginning; Southwest Quarter of Southwest Quarter.

SECTION 6 -- Northeast Quarter of Southeast Quarter; Northeast Quarter (Fractional); East Half of Northwest Quarter; Northwest Quarter of Southwest Quarter; Northwest Quarter of Southeast Quarter; West Half of West Half; East Half of Southeast Quarter of Southeast Quarter.

SECTION 7 -- North Half of Northeast Quarter; Southwest Quarter of Northeast Quarter; South Half of Northwest Quarter; Northwest Quarter of Northwest Quarter; 1/2 interest in Southwest Quarter of Southwest Quarter.

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SECTION 18 -- Northwest Quarter of Northwest Quarter.

TOWNSHIP 24 NORTH, RANGE 11 EAST

SECTION 1 -- All.

SECTION 2 -- All.

SECTION 3 -- Southeast Quarter of Northeast Quarter; West Half of Northeast Quarter; East Half of West Half; Northwest Quarter of Southwest Quarter; Southeast Quarter, Bibb County, Alabama

SECTION 4 -- Northeast Quarter of Southwest Quarter; South Half of Southwest Quarter; Southeast Quarter, Bibb County, Alabama

SECTION 5 -- Southwest Quarter; Northeast Quarter of Southeast Quarter; South Half of Southeast Quarter, Bibb County, Alabama

SECTION 6 -- Northeast Quarter; North Half of Southeast Quarter, Bibb County, Alabama

SECTION 8 -- Northeast Quarter of Northeast Quarter, less 2.70 acres on the East side thereof.

SECTION 9 -- Northwest Quarter of Northwest Quarter, Less 2.60 acres described as follows: begin at the Southwest corner of said forty, run thence East 506 feet to Blockton-Piper Road, thence in a Northwesterly direction along said road 675 feet, thence South along the West line of said forty, 448 feet to the point of beginning, Bibb County Alabama.

SECTION 11 -- Northeast Quarter of Southwest Quarter; South Half of Southwest Quarter; Southwest Quarter of Southeast Quarter; North Half of Southeast Quarter; West Half of Northwest Quarter; Northeast Quarter; East Half of Northwest Quarter.

SECTION 12 -- North half; Southeast Quarter; North Half of Southwest Quarter.

SECTION 13 -- West Half of Northeast Quarter.

TOWNSHIP 24 NORTH, RANGE 10 EAST

SECTION 12 -- Northeast Quarter; North Half of Northwest Quarter; Southwest Quarter of Northwest, Bibb County, Alabama.

Inst # 1997-12156

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