

This instrument was prepared by VELLA SCOTT/ BANK OF ALABAMA (name)
2340 WOODCREST PLACE BIRMINGHAM ALABAMA 35209 (address).

State of Alabama

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MORTGAGE
(With Future Advance Clause)

MAY 19, 1997

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 19, 1997 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: **CHARLES S. LICHIMAN**
HUSBAND
550 SMYER LAKE ROAD
LEEDS, AL 35094

NANCY C. LICHIMAN
WIFE
550 SMYER LAKE ROAD
LEEDS, AL 35094

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: **BANK OF ALABAMA**
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
2340 WOODCREST PLACE
BIRMINGHAM, AL 35209
TAXPAYER I.D. #: XXXXXXXXXX

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:
REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

NANCY C. LICHIMAN executes this mortgage to meet the requirements of Section 6-10-3 Code of Alabama and makes no warranties of title, and she is not obligated as a debtor.

The property is located in SHELBY at 550 SMYER LAKE ROAD
(County) (Address) (City) (ZIP Code)
LEEDS Alabama 35094

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 200,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
PROMISSORY NOTE EXECUTED SIMULTANEOUSLY HEREWITH

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B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys, sells and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument. Mortgagor agrees that this assignment is effective as to third parties on the recording of this Mortgage, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied and all underlying agreements are ended, and that this assignment is enforceable when Lender takes actual possession of the Property, when a receiver is appointed, or when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium,

time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or

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postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

X  (Seal)
(Signature) CHARLES S. LICHIMAN (Date)

X  (Seal)
(Signature) NANCY C. LICHIMAN (Date)

.....
(Witness as to all signatures)

.....
(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF ALABAMA COUNTY OF JEFFERSON } ss.
I, a notary public, hereby certify that CHARLES S. LICHIMAN AND NANCY C. LICHIMAN, HUSBAND
(Individual) AND WIFE whose name(s) is/are signed to the foregoing conveyance,
and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the
conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this
15th day of MAY, 1997

My commission expires: 11/09/98
(Seal)

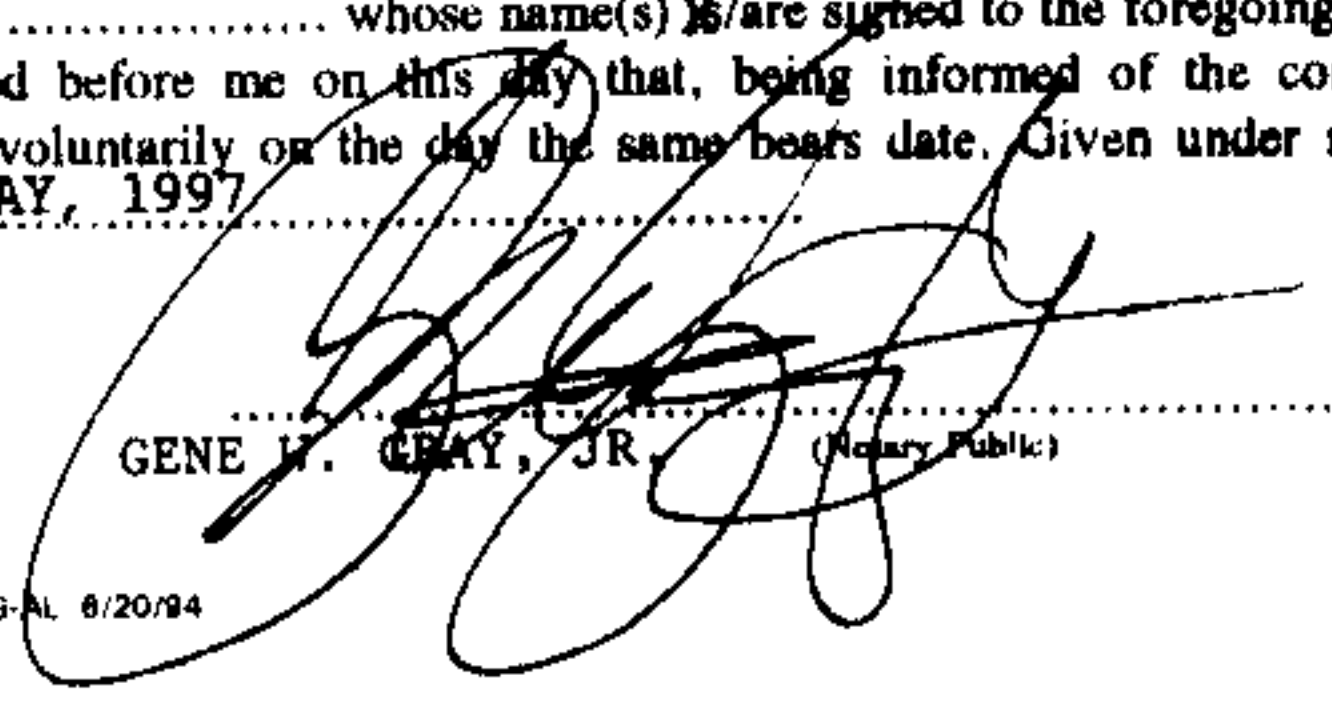
 (Notary Public)

EXHIBIT "A"

HALE COUNTY

TRACT 1:

The South Half of the Southeast Quarter of Section 5; the Northeast Quarter of Section 8; and the North Half of the North half of Section 9; all in Township 20 North, Range 4 East, containing 400 acres, more or less, LESS and EXCEPT 25 acres off the East end and being described as follows: Begin at the Northeast corner of Section 9, run thence Southerly along the East boundary line to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 9, thence run Westerly and parallel to the North boundary line of Section 9, 825 feet, run thence Northerly and parallel to the East boundary line of Section 9 to a point where it intersects the North boundary line of said Section 9, run thence Eastwardly along the North boundary line of Section 9, to the point of beginning.

TRACT 2:

That part of the Northwest Quarter of Section 24, Township 20 North, Range 5 East, which lies North of the Greensboro and Marion Public Road; containing 90 acres, more or less.

TRACT 3:

Forty-nine and One-half (49½) acres off the West side of the Northwest Quarter of Section 5; and the East Half of the Northeast Quarter of Section 6, all in Township 20 North, Range 6 East, containing 129½ acres, more or less.

TRACT 4:

The Northwest Quarter; and the North Half of the Southwest Quarter of Section 2, Township 21 North, Range 4 East; and the Southeast Quarter of the Southwest Quarter of Section 35, Township 22 North, Range 4 East; containing 280 acres, more or less.

TRACT 5:

The South Half of the Northwest Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter, Section 8, Township 21 North, Range 4 East, containing 100 acres, more or less.

TRACT 6:

The East Half of the Northeast Quarter; the East Half of the West Half of the Northeast Quarter; and the West Half of the Southeast Quarter, Section 9, Township 21 North, Range 4 East, containing 200 acres, more or less.

TRACT 7:

The North Half of the Southwest Quarter of the Southwest Quarter; and the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 22; the Southeast Quarter of the Southeast Quarter; and 5 acres off the South side of the Northeast Quarter of the Southeast Quarter of Section 21; all in Township 21 North, Range 4 East; containing 75 acres, more or less.

TRACT 8:

The Southeast Quarter of the Northeast Quarter of Section 8; and the Southwest Quarter of the Northwest Quarter of Section 9; all in Township 21 North, Range 5 East; containing 75 acres, more or less.

TRACT 9:

All that part of the West Half of the Southeast Quarter of the Northwest Quarter and all that part of the West Half of the Northwest Quarter that lies North of the Public road in Section 13, containing 55 acres, more or less; and the Northeast Quarter of the Northeast Quarter of Section 14, all in Township 21 North, Range 5 East, and containing in all 95 acres, more or less.

TRACT 10:

Fifteen and One-half (15½) acres off the Southwest corner of Section 32, Township 21 North, Range 6 East.

TRACT 11:

The South Half of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section 10, Township 22 North, Range 3 East, containing 60 acres, more or less.

The South Half of the South Half of Section 11, Township 22 North, Range 3 East, containing 160 acres, more or less.

The Southwest Quarter of Section 12, Township 22 North, Range 3 East, containing 160 acres, more or less, LESS and EXCEPT a part of the Northwest Quarter of the Southwest Quarter described as follows: To find the point of beginning, start at the Northwest corner of the said Northwest Quarter of Southwest Quarter, thence South 3° 30' East along West line of said Section 12 a distance of 9.926 chains to a point, thence North 86° 30' East a distance of 7.29 chains to a point which is the point of beginning, thence North 3° 30' West a distance of 1.35 chains to a point, thence North 86° 30' East a distance of 5.81 chains to a point, thence South 3° 30' East a distance of 3.78 chains to a point, thence South 86° 30' West a distance of 5.81 chains to a point, thence North 3° 30' West a distance of 2.43 chains to the point of beginning and containing 2.2 acres, more or less; also LESS and EXCEPT a part of the Southwest Quarter of the Southwest Quarter of Section 12, described as follows: Begin at the Northwest corner of said Southwest Quarter of Southwest Quarter, thence South 3° 30' East along the West line of said Section 12 a distance of .79 chains to a point, thence South 69° 45' East a distance of 5.41 chains to a point, thence South 62° East a distance of 4.85 chains to a point, thence South 74° East a distance of 4.23 chains to a point, thence North 67° 15' West a distance of 3.14 chains to a point, thence North 63° West a distance of 5.49 chains to a point, thence North 38° West a distance of .57 chains to a point, thence North 70° 15' West a distance of 5.72 chains to the point of beginning, and containing .60 acres, more or less.

That part of the Northeast Quarter of Section 13, Township 22 North, Range 3 East bounded on the Southeast and East by lands, or former lands, of J. F. Bishop and on the North by the A.G.S. Railroad, LESS and EXCEPT that part of the said Northeast Quarter described as follows: To find the point of beginning, start at the Northeast corner of said Northeast Quarter, thence Southerly along the East boundary of said Northeast Quarter 10.00 chains to a point which is the point of beginning, thence North 61° 31' West a distance of 10.21 chains to a point on the South margin of the A.G.S. Railroad right of way, thence Southwest along the South margin of the A.G.S. Railroad right of way a distance of 28.05 chains to a point, thence North 86° 30' East a distance of 27.05 chains to a point on the East boundary line of said Northeast Quarter, thence Northerly along the East boundary line of said Northeast Quarter 15.00 chains to the point of beginning and being 35.5 acres, more or less; Northwest Quarter of Section 13, Township 22 North, Range 3 East, LESS and EXCEPT that part thereof lying in the Town of Akron, and LESS and EXCEPT property owned, or formerly owned, by D. R. Ramey, by Black Warrior Lumber Company, by J. F. Ford, and by Commercial Cooperage Company. Said parcel contains 109.5 acres.

Northeast Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT a part of the Northwest Quarter of the Northeast Quarter described as follows: To find the point of beginning, start at the Northeast corner of said Northwest Quarter of Northeast Quarter, thence South 3° 30' East along the East boundary of said Northwest Quarter of Northeast Quarter 4.642 chains to a point, thence West and parallel to the North boundary line of said Northwest Quarter of Northeast Quarter 1.68 chains to a point which is the point of beginning, thence South 3° 30' East 7.07 chains to a point, thence South 85° 45' West 7.07 chains to a point, thence North 3° 30' West 7.07 chains to a point, thence North 85° 45' East 7.07 chains to the point of beginning, and being 5 acres, more or less; Northwest Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT two open fields located North of and bordering the Akron to Old Lock 8 Road, and containing 9.20 acres in the most Easterly field, and 10.10 acres in the most Westerly field, and two fields being that part thereof of said Northwest Quarter, which is, or was formerly, in the Agricultural Stabilization and Conservation Program of the Department of Agriculture, U. S. Government; Southwest Quarter of Section 14, Township 22 North, Range 3 East; Southeast Quarter of Section 14, Township 22 North, Range 3 East, LESS and EXCEPT 10 acres in the Town of Akron. Said parcel contains 605.70 acres, more or less.

The North Half of the Northeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the South Half of the Southeast Quarter of the Northeast Quarter and the Southeast Quarter of Section 15, Township 22 North,

Range 3 East, containing 240 acres, more or less.

The East half of the Northeast Quarter; the East Half of the Southwest Quarter, and the Southeast Quarter of Section 16, Township 22 North, Range 3 East, containing 320 acres, more or less, LESS and EXCEPT all that part of the East half of the Southwest Quarter and the Southeast Quarter lying below the contour at elevation 97 feet above mean sea level and containing 10.50 acres, more or less.

The Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; and the North Half of the Southeast Quarter of Section 22, Township 22 North, Range 3 East, containing 320 acres, more or less.

The North half of Section 23, Township 22 North, Range 3 East, containing 320 acres, more or less.

All of the woodland area in the West three-fourths (W 3/4) of Section 24, Township 22 North, Range 3 East, bounded on the South by Bulls Branch, on the West by the Section line, on the North by the South boundary of an open field being, or formerly being, that part thereof which is, or was formerly, in the Agricultural Stabilization and Conservation Program of the Department of Agriculture, U. S. Government, and on the East by the East boundary line of said West three-fourths (W 3/4) of said Section, LESS and EXCEPT a cemetery in the Southeast corner of the Southwest Quarter of the Northeast Quarter, and LESS and EXCEPT an open field containing 2.06 acres and adjoining the West boundary of said cemetery and located within the Southwest Quarter of the Northeast Quarter and said field being a part thereof which is, or was formerly, in the Agricultural Stabilization and Conservation Program of the Department of Agriculture, U. S. Government, which cemetery is more particularly described as follows: Begin at a point 30 links West of the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 3 East and run thence West 6.13 chains to a point, run thence North 3.18 chains to a point, run thence East 6.13 chains, and run thence South 3.18 chains to the point of beginning. Said parcel contains 95.6 acres, more or less.

TRACT 12:

All of Section 25, Township 22 North, Range 4 East, containing 640 acres, more or less; the East Half of the Southeast Quarter of Section 26, Township 22 North, Range 4 East, containing 80 acres, more or less; the North Half of the North Half of the Southeast Quarter of Section 35, Township 22 North, Range 4 East, containing 40 acres, more or less; the North Half and the North Half of the Southeast Quarter of Section 36, Township 22 North, Range 4 East, containing 400 acres, more or less; the East Half of the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 19, Township 22 North, Range 5 East, containing 60 acres, more or less; 15 acres off the West side of the Northwest Quarter of the Northeast Quarter; the West Half and the West Half of the West Half of the Southeast Quarter, all in Section 30, Township 22 North, Range 5 East, containing 375 acres, more or less; the East Half of the East Half; the Northwest Quarter of the Northeast Quarter and 3 acres on the East side of the North Half of the Northwest Quarter, all in Section 31, Township 22 North, Range 5 East, containing 203 acres, more or less.

TRACT 13:

The Southeast Quarter of the Southeast Quarter of Section 20, Township 22 North, Range 5 East, containing 40 acres, more or less; the Southwest Quarter and the West Half of the Southeast Quarter of Section 28, Township 22 North, Range 5 East, containing 240 acres, more or less; the East Half of the Northeast Quarter of Section 29, Township 22 North, Range 5 East, containing 80 acres, more or less.

TRACT 14:

The Northeast Quarter of the Northeast Quarter; the West Half of the Northeast Quarter lying East and South of creek; that part of the Northwest Quarter lying South of the creek and the Northwest Quarter of the Southeast Quarter, all in Section 27, Township 22 North, Range 5 East, containing 220 acres, more or less.

TRACT 15:

The East half of the Southeast Quarter of Section 12; and the East Half of the Northeast Quarter and the Northwest Quarter of the Northeast Quarter of Section 13, all in Township 22 North, Range 5 East, and containing 200 acres, more or less.

TRACT 16:

The Southeast Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 5 East, and containing 40 acres, more or less; the Southwest Quarter of the Northwest Quarter; and the Northwest Quarter of the Southwest Quarter, LESS one and one-half ($1\frac{1}{2}$) acres in the Southeast corner, in Section 19, Township 22 North, Range 6 East, containing $78\frac{1}{2}$ acres, more or less.

TRACT 17:

The Southeast Quarter; and the Northeast Quarter of the Southwest Quarter of Section 25; the East Half of the Northeast Quarter and the East Half of the West Half of the Northeast Quarter of Section 36, Township 22 North, Range 5 East, and containing 320 acres, more or less; the Southwest Quarter of the Northeast Quarter, the East Half of the Northwest Quarter, the Southwest Quarter, and the West half of the Southeast Quarter of Section 30, and the North half of the Northwest Quarter; the West half of the Southwest Quarter of the Northwest Quarter, and the Northwest Quarter of the Southwest Quarter of Section 31, all in Township 22 North, Range 6 East, containing 500 acres, more or less,

TRACT 18:

The Southeast Quarter of the Northwest Quarter of Section 36, Township 22 North, Range 5 East, and containing 40 acres, more or less.

TRACT 19:

The Southwest Quarter of the Southeast Quarter of Section 6; the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter of Section 7, all in Township 22 North, Range 6 East, containing 240 acres, more or less.

TRACT 20:

The South Half of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; and the North Half of the Southeast Quarter, all in Section 8; and the Southwest Quarter of the Northwest Quarter of Section 9, all in Township 22 North, Range 6 East, containing 280 acres, more or less.

TRACT 21:

The Northwest Quarter of the Northeast Quarter and the North Half of the Southwest Quarter of the Northeast Quarter, all in Section 18, Township 22 North, Range 6 East, containing 60 acres, more or less.

TRACT 22:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 27, Township 22 North, Range 6 East, and containing 120 acres, more or less.

TRACT 23:

The Northwest Quarter of the Northwest Quarter and the South Half of the Northwest Quarter, all in Section 28, Township 22 North, Range 6 East, and containing 120 acres, more or less. LESS and EXCEPT the following parcel located in the Southwest Quarter of the Northwest Quarter of said Section 28 and containing 1.57 acres, more or less; To locate the point of beginning, commence at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 28, Township 22 North, Range 6 East, Hale County, Alabama; thence North $1^{\circ} 30'$ East and along the West boundary of said section a distance of 1,994.33 feet to a point; thence South $88^{\circ} 30'$ East a distance of 789.37 feet to the point of beginning; said point being on the South right of way of Hale County Road No. 85; thence South $37^{\circ} 41'$ East a distance of 260.63 feet to a point; thence North $55^{\circ} 25'$ East a distance of 299.74 feet to a point on the South right of way of Hale County Road No. 29; thence North $53^{\circ} 06'$ West and along the South right of way of said road a distance of 128.2 feet to a point; thence North $44^{\circ} 56'$ West and along the South right of way of said road a distance of 122.05 feet to a point, said point being the intersection of the South right of way of said Hale County Road No. 29 and the South right of way of Hale County Road No. 85; thence South $61^{\circ} 10'$ West and along the South right of way of Hale County Road No. 85 a distance of 165.02 feet to a point; thence South $56^{\circ} 45'$ West and along the South right of way of said road a distance of 87.03 feet to the point of beginning, and being the parcel conveyed by deed of Charles Lichtman, et als, to Hale County, appearing of record in the office

of the Judge of Probate of Hale County, Alabama, in Deed Book A-84 at page 797.

TRACT 24:

The East Half of the Northeast Quarter, LESS 4 acres in the Southeast corner thereof; the North Half of the Southeast Quarter; and the Southwest Quarter of the Southeast Quarter, LESS 5 acres in the Northeast corner thereof, all in Section 12, Township 23 North, Range 5 East, containing 191 acres, more or less; the South Half of the Northwest Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter; and the West Half of the Southwest Quarter, all in Section 7, township 23 North, Range 6 East, containing 140 acres, more or less.

PERRY COUNTY

TRACT 25:

The Southwest Quarter of Section 1; the Southwest Quarter of the Northeast Quarter; the East Half of the Northwest Quarter, LESS 10 acres off the North end thereof, and the Southeast Quarter, of Section 2; the East Half of the East Half of the East Half of the Northeast Quarter of Section 12, all in Township 20 North, Range 6 East; and the Southeast Quarter of the Southwest Quarter of Section 6, and the West Half of Section 7, Township 20 North, Range 7 East, all in Perry County, Alabama, and containing 810 acres, more or less.

SHELBY COUNTY

TRACT 26:

Lot 8, according to the Survey of Mountain View Lake Company, First Sector, as recorded in Map Book 3, Page 135, in the Probate Office of Shelby County, Alabama.

Inst # 1997-17299

06/03/1997-17299
01:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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