

STATE OF ALABAMA }  
JEFFERSON COUNTY  
SHELBY

FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned NATIONAL BANK OF COMMERCE OF BIRMINGHAM, acknowledges full payment of the indebtedness secured by that certain (Real Property) (~~PERSONAL PROPERTY~~) mortgage executed by DESHAZO CRANE COMPANY, LLC

which said mortgage was recorded in the office of the Judge of Probate Court of SHELBY County, Alabama, in        Book No. \*SEE BELOW, Page No. \*SEE BELOW (and assigned to        in        Book No.       , Page       ), and the undersigned does further hereby release and satisfy said mortgage.

MORTGAGE DATED 6-7-96 RECORDED IN 1996-18681  
ABSOLUTE ASSIGNMENTS OF RENTS AND LEASES DATED 6-7-96/1996-18682

SEE ATTACHED EXHIBITS A,B AND C FOR MORTGAGE

SEE ATTACHED EXHIBITS A,B AND C FOR ASSIGNMENT OF RENTS AND LEASES

Inst # 1997-38827  
12/01/1997-38827  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 SNA 23.50

In Witness Whereof, the undersigned, National Bank of Commerce of Birmingham has caused these presents to be executed this 7th day of NOVEMBER, 1997.

NATIONAL BANK OF COMMERCE OF BIRMINGHAM  
BY: James A. Powell  
VTS: VICE PRESIDENT

STATE OF ALABAMA }  
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that James A. Powell whose name (as Vice President of National Bank of Commerce of B'ham corporation) is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of the instrument, he (as such officer and with full authority,) executed the same voluntarily (for and as the act of said corporation).

Given under my hand and Official seal this 7th day of NOVEMBER, 1997  
THIS INSTRUMENT WAS PREPARED BY  
National Bank of Commerce of Birmingham  
O. Box 10686  
Birmingham, Ala. 35202

Nancy Adams  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 16, 1999  
BONDED THIS NOTARY PUBLIC UNDERWRITERS

## **EXHIBIT A**

### **(Land Description)**

**A part of the NE ¼ of the SE ¼ and the NW ¼ of the SE ¼ of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:**

**Commence at the southwest corner of the SE ¼ of the SE ¼ of said Section 18 and run thence northerly along the west line of said SE ¼ of the SE ¼ and the NE ¼ of the SE ¼ of said Section 18 a distance of 1,458.55 feet to a steel pin corner and the point of beginning of the property being described; Thence turn 92°27'01" right and run easterly 521.36 feet to a steel pin corner on the westerly right of way line of a Railroad Right of Way; thence turn 116°27'55" left and run northwesterly along said right of way line a distance of 1,123.96' to a steel pin corner; thence turn 63°06'30" left and run westerly 209.60 feet to a steel pin corner; thence turn 90°00'00" left and run southerly 249.00 feet to a steel pin corner; thence turn 90°00'00" right and run westerly 440.00 feet to a steel pin corner; thence turn 00°02'05" right and continue westerly 65.40 feet to a steel pin corner; Thence turn 94°03'57" left and run southerly 818.28' to a steel pin corner in the asphalt pavement of Airpark Industrial Road; Thence turn 91°11'34" left and run easterly 647.19 feet to the point of beginning.**

## **EXHIBIT B**

### **(Credit Documents)**

The "Credit Documents" referred to in this Agreement include the following:

- (a) Credit Agreement dated June 7, 1996 executed by the Borrower and the Lender.
- (b) Promissory Note dated June 7, 1996 in the principal amount of Three Million and No/100 Dollars (\$3,000,000) executed by the Borrower in favor of the Lender, which evidences a revolving line of credit made available by the Lender to the Borrower.
- (c) Promissory Note dated June 7, 1996 in the principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000) executed by the Borrower in favor of the Lender, which evidences a term loan made available by the Lender to the Borrower and has a final maturity date of June 5, 2001.
- (d) Absolute Assignment of Rents and Leases dated June 7, 1996 executed by the Borrower in favor of the Lender.
- (e) Security Agreement (General) dated June 7, 1996 executed by the Borrower in favor of the Lender.
- (f) Guaranty Agreement dated June 7, 1996 executed by Guy K. Mitchell, Jr. in favor of the Lender.
- (g) Guaranty Agreement dated June 7, 1996 executed by Katharine I. Mitchell in favor of the Lender.
- (h) Mortgage dated June 7, 1996 executed by Guy K. Mitchell, Jr. and Katharine I. Mitchell in favor of the Lender.
- (i) Environmental Indemnity Agreement dated June 7, 1996 executed by the Borrower and Mitchell Industries, L.L. C. in favor of the Lender.
- (j) Subordination Agreement dated June 7, 1996 executed by the Borrower and Mitchell Industries, L.L.C. in favor of the Lender.

## EXHIBIT C

### (Permitted Encumbrances)

1. The Lien for ad valorem taxes on the Property so long as such taxes are not delinquent.

2. The exceptions set forth in Schedule B-2 of the mortgagee's title insurance policy issued or to be issued pursuant to that certain Commitment to Issue Title Insurance No. 1957-A prepared by Land Title Company of Alabama, as agent for Chicago Title Insurance Company having an effective date of May 31, 1996, at 8:00 a.m. (as marked down by said title insurance agent through the date of closing), to the extent only that such exceptions refer expressly to instruments recorded against, or otherwise specifically affect, the Property and not to any general, standard or similar exceptions that may appear in said policy.

Inst # 1996-18681  
06/10/1996-18681  
09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
034 MCD 2491.00

Inst # 1996-18681

06/10/1996-18681  
09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
034 MCD 2491.00

## EXHIBIT A

### (Land Description)

A part of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 18 and run thence northerly along the west line of said SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 18 a distance of 1,458.55 feet to a steel pin corner and the point of beginning of the property being described; Thence turn  $92^{\circ}27'01''$  right and run easterly 521.36 feet to a steel pin corner on the westerly right of way line of a Railroad Right of Way; thence turn  $116^{\circ}27'55''$  left and run northwesterly along said right of way line a distance of 1,123.96' to a steel pin corner; thence turn  $63^{\circ}06'30''$  left and run westerly 209.60 feet to a steel pin corner; thence turn  $90^{\circ}00'00''$  left and run southerly 249.00 feet to a steel pin corner; thence turn  $90^{\circ}00'00''$  right and run westerly 440.00 feet to a steel pin corner; thence turn  $00^{\circ}02'05''$  right and continue westerly 65.40 feet to a steel pin corner; Thence turn  $94^{\circ}03'57''$  left and run southerly 818.28' to a steel pin corner in the asphalt pavement of Airpark Industrial Road; Thence turn  $91^{\circ}11'34''$  left and run easterly 647.19 feet to the point of beginning.

**EXHIBIT B**

**(Existing Leases)**

**Lessor**

**Lessee**

**Date**

**NONE**

**EXHIBIT C**

(Permitted Encumbrances)

1. The Mortgage.
2. Permitted Encumbrances listed in Exhibit C to the Mortgage.

Inst # 1997-38827

12/01/1997-38827  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 SNA 23.50

Inst # 1996-18682

C-1 06/10/1996-18682  
09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
015 MCD 43.50