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UNION STATE BANK MORTGAGE

73.00

Mortgagor:

Mortgagee:

Sillavan Lumber Company
An Alabama Corporation
PO BOX 157
Saginaw, Alabama 35137

UNION STATE BANK
3449 Lorna Road
Birmingham, Alabama 35216

STATE OF ALABAMA

SHELBY, JEFFERSON AND TALLADEGA COUNTIES

11/25/1998-47022

10:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
028 CRH 77.00

This Mortgage made this 18th day of November, 1998, by Sillavan Lumber Company an Alabama Corporation, as Mortgagor (herein called the "Borrower") to UNION STATE BANK, an Alabama banking corporation (herein, together with its successors and assigns, called the "Lender").

Simultaneously with the execution hereof, the Lender is making a loan to the Borrower in the principal amount of \$ 750,000.00 (herein called the "Loan") evidenced by a Promissory Note of even date herewith (herein called the "Note"). In consideration of the Loan and as security therefor, the Borrower has this day executed various documents in favor of the Lender including, without limitation, the Note, and various other security agreements (all the foregoing, together with this Mortgage and all loan and security documents hereafter executed by the Borrower in favor of the Lender with respect to the Loan, being referred to collectively herein as the "Loan Documents").

NOW, THEREFORE, in consideration of the Loan and the promises and covenants contained herein, and in order to secure the payment of the Loan with the interest thereon, and any extensions or renewals thereof and as security for all other indebtedness (including future advances) now or hereafter owed by the Borrower to the Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several and otherwise secured or not, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm the Lender and to its successors and assigns, in fee simple, with right of entry and possession as provided below, and grants to the

11/25/1998-47022

Lender a security interest in, the following (herein together called the "Mortgaged Property"):

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditament and appurtenances whatsoever in any way belonging, relating or appertaining to any of the land and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property possession, claim and demand whatsoever at law and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land. Nothing contained herein shall be construed to permit Lender to disallow future construction on the Mortgaged Property.

(C) All appurtenances to the Land and all rights of the Borrower in and to any streets, roads, public places, easements or rights of way relating to the Land, including, without limitation, all rights of the Borrower to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions and related rights pertaining to any sewer and septic system on the Land.

(D) All the rents, revenues, receipts, royalties, issues,

income and profits of the Land and the Improvements and all rights of the Borrower under all present and future leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by the Borrower for the purpose of being used for or in connection with the Improvements, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances. This description does not include inventory held for resale.

(G) All general intangibles relating to the development or use of the Land, including, without limitation, and governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land;

(H) All shares of stock or other evidence of ownership of any part of the Land that is owned by the Borrower in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing operating any part of the Land; and

(I) INTENTIONALLY DELETED

This instrument secures:

(1) The payment and performance of the Borrower's indebtedness and obligations under the Note, including all extensions, renewals, substitutions, modifications and replacements Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

ARTICLE I

COVENANTS OF THE BORROWER

In addition to covenants contained elsewhere herein, the Borrower covenants and agrees with the Lender as follows:

1.1 Performance of Loan Documents. The Borrower covenants and agrees to pay, perform and observe all covenants, terms, conditions and obligations contained herein and in the other Loan Documents in accordance with their respective terms and to duly and punctually pay the principal and interest due under the Note and all other indebtedness secured hereby.

1.2 Warranty of Title. The Borrower covenants that he is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges and encumbrances whatsoever except as set forth on any commitment for title insurance applicable to this Mortgage, including, as to personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements and anything of a similar nature; and that the Borrower will warrant and forever defend the title thereto unto the Lender and its successors and assigns against the claims of all persons whomsoever.

1.3 Further Assurances. After Acquired Property. The Borrower covenants and represents that all the Loan Documents executed by the Borrower have been duly executed and delivered and are valid and enforceable obligations of the Borrower in accordance with the terms thereof. The Borrower agrees to execute and deliver

to the Lender on demand and at the Borrower's expense any documents, additional mortgages and instruments of further assurance, required or desired by the Lender to effectuate, complete, enlarge, perfect, continue and preserve (a) the obligations of the Borrower under the Note, this Mortgage and the other Loan Documents and (b) the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property.

1.4 Assignment of Leases and Rents.

(a) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "Rents") and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (herein together called the "Leases") are hereby absolutely and presently assigned to the Lender.

(b) The Borrower will not execute any Leases without first having received the prior written approval from the Lender of the form and content of the same and/or of any managing agent. Without limiting the foregoing, any managing, leasing or similar fee shall be subordinated to the lien of this Mortgage.

(c) Without the prior written consent of the Lender, the Borrower will not accept prepayments of rent exceeding one month under any of the Leases, nor modify or amend any of the Leases, nor in any manner impair the Borrower's interest in the Rents. The Borrower will perform all covenants of the lessor under the Leases. Upon the Lender's request, the Borrower will execute and deliver to the Lender for recordation an assignment of leases in form acceptable to the Lender.

(d) If required by the Lender, the Leases must provide, in a manner approved by the Lender, that the Leases are junior and subordinate to the lien of this Mortgage, and that the tenant will recognize as its lessor any person succeeding to the interest of the Borrower upon any foreclosure of this Mortgage.

(e) Nothing herein shall render the Lender liable under any existing or future Leases, regardless of the collection of rents thereunder, for any of the covenants or agreements of the Borrower

under such Leases.

1.5 No Encumbrances. Without the prior written consent of the Lender (a) the Borrower shall not mortgage or encumber in any way whatsoever any interest in any part of the Mortgaged Property or sell, lease with an option to purchase, assign or otherwise transfer or convey any interest in any part of the Mortgaged Property, provided, however, that the Borrower will deliver to the Lender a copy of any contract to sell or option to purchase with respect to the Mortgaged Property promptly after the execution thereof; (b) no general or limited partner of the Borrower (if the Borrower is a partnership) shall contract to sell, lease with option to purchase or otherwise transfer or convey any interest in the Borrower as a partner of the Borrower; (c) no stockholder of the Borrower (if the Borrower is a corporation) shall contract to sell, lease with option to purchase or otherwise transfer or convey any interest in the Borrower as a stockholder of the Borrower (this provision does not apply to transfers of stock in the Borrower between Bobby Sillavan and Jimmie H. Sillavan); and (d) the Borrower shall not sell, assign or otherwise dispose of or permit the sale, assignment or other disposition of, any legal or beneficial interest in the stock of the Borrower, if a corporation, or in any general or limited partnership interest in the Borrower, if a general or limited partnership. For purposes of this paragraph, a joint venture shall be deemed to be a general or limited partnership. The foregoing restrictions shall also apply to any sale, conveyance, transfer or pledge of a beneficial interest in the Borrower, if a trust or any other entity. The Lender shall not be obligated to consent to any such encumbrance, sale, contract, lease, assignment or other transfer (all said encumbrances, sales, contracts, leases, assignments and other transfers described above being herein together called a "Prohibited Transfer"), and the Lender's consent may be withheld regardless of whether any Prohibited Transfer may or may not impair the Lender's security or whether or not it may or may not be reasonable (commercially or otherwise) for the Lender to consent to any Prohibited Transfer. Without limiting the foregoing, the Lender's consent may, if given in the Lender's sole discretion, be conditioned upon (by way of illustration only and not being limited to): an increase in the interest rate on the Note, an approval of the credit of any such grantee, vendee, optionee or transferee, a management contract acceptable to the Lender with a manager acceptable to the Lender, an assignment to the Lender of any

security given to the Borrower in connection with the transaction, including without limitation, any purchase money second mortgage, and/or a change any of the other terms and conditions of this Mortgage or any of the other Loan Documents. Any Prohibited Transfer made without the consent of the Lender shall be void.

1.6 Compliance with Laws. The Borrower will promptly comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction over the Mortgaged Property or any part thereof including, without limitation, all environmental laws, rules and ordinances. Without the prior written consent of the Lender, the Borrower will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. The Borrower will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property, including but not limited to those contained in any declaration and constituent documents of any condominium, cooperative or planned development project on the Mortgaged Property.

1.7 Books and Records. Financial Statements. The Borrower will keep true and correct financial books and records in which he will make full and correct entries of all his business activities and financial affairs and the operation of the Mortgaged Property sufficient to reflect correctly the results of all operations, leasing and other income-producing activities by the Borrower on the Mortgaged Property, and to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. In the event Borrower is in default under this Mortgage, the Note or any of the Loan Documents, the Lender will have the right to examine, copy and audit the Borrower's records and books of account at all reasonable times. The Borrower will deliver to the Lender at such times and in such form and containing such information as shall be required by the Lender, and in no event less than sixty (60) days after the end of each fiscal year, whether or not requested by the Lender, financial statements, including, without limitation, balance sheets, profit-and-loss statements, income and expense statements and all schedules and exhibits thereto as are customarily required by sound accounting practice, including financial statements respecting the operation of the Mortgaged Property. Such statements and information shall be prepared in accordance with generally accepted accounting

principles by the Borrower or, at the Lender's option, by an independent certified public accountant approved by the Lender in advance of delivery of such statements and information.

1.8 Performance by the Lender. The Borrower will, at his own expense, appear in and defend any action or proceeding that might affect the Lender's security or the rights or powers of the Lender that purports to affect any of the Mortgaged Property. If the Borrower fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of the Borrower to perform its covenants (without, however, waiving any default of the Borrower). The Borrower agrees to pay all reasonable expenses of the Lender thus incurred (including, without limitation, fees and disbursements of counsel). Any such expenses incurred by the Lender will be additional indebtedness of the Borrower to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand. The Lender shall be the sole judge of the necessity for any such actions and of the amount to be paid or expended in connection therewith. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to the Borrower or any party in possession holding under the Borrower. This paragraph will not be construed to require the Lender to incur any expenses or take any actions.

1.9 INTENTIONALLY DELETED.

1.10 Expenses. The Borrower will pay or reimburse the Lender for all costs and expenses (including, without limitation, attorneys' fees) incurred by the Lender in connection with the closing of the loan (whether or not collected at closing and including, without limitation, all title, recording, survey, and legal fees and expenses), in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute

of any kind in which the Lender is involved or is made a party, or appears as party plaintiff or defendant, affecting the Note, Mortgage, the other Loan Documents, the Borrower or the Mortgaged Property, including, without limitation, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof or to enforce any provision hereof and in any situation where the Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved. Any such expenses incurred by the Lender will be additional indebtedness of the Borrower to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand.

1.11 Sewage Systems. The Borrower understands that any septic system, sewage treatment facility or sewer line on the Land or to be constructed from the Land to a public sewer line and all personal property appurtenant thereto and rights therein are conveyed to the Lender hereunder as part of the Mortgaged Property, whether located on the Land or adjacent to or connected with the same. The Borrower covenants not to allow any connections to any such sewer facility or sewer line or to allow any person to use the sewer facility or sewer line or to make any modifications in the plans and specifications or construction contract for the construction of any such sewer facility or sewer line without the prior written consent of the Lender. The Borrower understands that such consent may be withheld and/or conditioned upon receipt of documentation and assurances acceptable to the Lender and that the Lender will have the first right and lien as secured hereby to any moneys or revenues arising from any such connections or use.

1.12 Monthly Tax Deposits. If requested by the Lender at any time, the Borrower will pay to the Lender on the first day of each month, together with and in addition to the regular installment of principal and interest on the Note, an amount equal to one-twelfth (1/12) of the yearly taxes assessments as estimated by the Lender to be sufficient to enable the Lender to pay, at least thirty (30) days before they become due, all taxes, assessments and other similar charges against the Mortgaged Property or any part thereof. Such added payments shall not be deemed to be trust funds but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Such amounts shall be used by the lender to pay ad valorem taxes and assessments when due. Upon

demand of the Lender to pay such taxes, assessments and similar charges. In the event of a default or an Event of Default under any of the Loan Documents, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any such amount remaining to the Borrower's credit.

1.13 Other Taxes, Utilities and Liens. (a) The Borrower will pay promptly when and as due, and will promptly deliver to the Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgages Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, district or other taxing authority upon the Borrower or in respect of the Mortgages Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgages Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority over or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgages Property or any part thereof.

(b) The Borrower will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Borrower will promptly pay or bond over according to applicable laws any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(d) INTENTIONALLY DELETED.

1.14 Insurance (a) The Borrower will procure, deliver to and maintain for the benefit of the Lender during the life of this Mortgage, insurance policies acceptable to Lender and in such amounts as the Lender shall require, which may require no less than the full replacement cost of all the Improvements and with no more than \$5,000 deductible for the loss payable for any casualty, with extended coverage endorsement, insuring the Mortgaged Property against fire, flood, liability vandalism and malicious mischief,

tornado, war damage (if available), collapse, loss of rents or rental value (with coverage in an amount to cover a minimum of twelve months of fair rental value or projected gross annual rentals of 100% occupancy of the Mortgaged Property, business interruption and such other insurable hazards, casualties and contingencies as the Lender may reasonably require. If the Land is located in a flood hazard area, flood insurance in an amount acceptable to the Lender shall also be provided by the Borrower. The policies shall include, without limitation, a "Replacement Cost Endorsement," a "Difference in Conditions" endorsement, boiler and machinery insurance covering pressure vessels, sewage treatment facilities, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment and insurance against loss of occupancy or use arising from any such breakdown. All such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain (i) a standard, non-contributory mortgagee endorsement making losses payable to the Lender and (ii) an obligation of the insurer to notify the Lender in writing no less than ten (10) days prior to any cancellation or change in coverage. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender is hereby authorized and empowered to adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the lender instead of to the Borrower and the Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of such proceeds, the Lender may apply the net proceeds, in its sole discretion, either toward restoring the Improvements or as a credit on any portion of the indebtedness secured hereby whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to

repair the Improvements or to construct new improvements in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Notwithstanding the forgoing, so long as the Loan is not in default, should Borrower elect to rebuild and reconstruct any improvement damaged by an insured casualty, Lender shall hold such net proceeds to be paid to borrower and/or Borrower's contractor in any such reconstruction effort.

(c) If requested by the Lender at any time, the Borrower will pay to the Lender on the first day of each month, together with and in addition to the regular installment of principal and interest on the Note, an amount equal to one-twelfth (1/12) of the yearly premiums for insurance. Such amount shall be used by the Lender to pay such insurance premiums when due. Such added payments shall not be deemed to be trust funds but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender the Borrower agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such insurance premiums. In the event of a default or an Event of Default under any of the Loan Documents, the Lender may apply to the payment of the indebtedness secured hereby, in such manner as the Lender shall determine, any such amount remaining to the Borrower's credit.

1.15 Condemnation. If all or any part of the Land or the Improvements shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option to commence, appear in and prosecute in its own or the Borrower's name any action or proceeding relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, which, after deducting therefrom all its expenses, including

attorney's fees, may release any moneys so received by its without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the payment of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. Notwithstanding the foregoing, should any such condemnation be against no more than one of the parcels of land set out on Exhibit A, attached hereto and incorporated by reference herein, and so long as the Loan is not otherwise in default, such single condemnation shall not give Lender the option to accelerate the Loan, however, Lender shall be entitled to any such condemnation award to the extent of the then outstanding unpaid principal and Interest of the Loan.

1.16 Care of the Property. Inspection. (a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances which are subject to the lien hereof and which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof One Thousand Dollars (\$1,000) for any single transaction, or a total of Five Thousand Dollars (\$5,000) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, appliances, machinery, fixtures, or appurtenances not necessarily of the same character but of at least equal value to the Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, and such replacement or substitute property shall forthwith become, without further action, subject to the lien of the Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

(d) Unless Lender has elected to receive all insurance proceeds pursuant to paragraph 1.14(b), if any or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available or are sufficient. If any part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.

1.17 Estoppel Affidavits. Within ten (10) days after written request from the Lender, the Borrower shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of the interest on the Note and stating whether or not any offsets or defenses exist against such principal and interest, specifying the nature of the same.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. The following shall be "Events of Default" hereunder, and the term "Event of Default" as used herein shall mean any one or more of the following events:

(a) The failure by the Borrower to make any payment required by the Note or by the other Loan Documents or the failure to pay any other indebtedness secured hereby;

(b) The failure by the Borrower to perform any other covenant, condition or agreement contained in this Mortgage or in the other Loan Documents and the continuation of such failure for a period of ten (10) days after receipt of notice of such default;

(c) An attachment or judicial seizure of any substantial part of the Borrower's assets;

(d) The filing by the Borrower of a voluntary petition in

bankruptcy or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for himself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the Rents, or the making of any general assignment for the benefit of creditors or the admission in writing of his inability to pay its debts generally as they become due;

(e) The entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the Rents without consent or acquiescence of the Borrower which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive);

(f) The occurrence of a breach of or default or an Event of Default under, or the failure to perform or the violation of any term, covenant, agreement, condition, provision, representation or warranty contained in, any Loan Document or under any agreement which guarantees any part of the indebtedness or obligations secured by this Mortgage;

(g) Any warranty, representation, disclosure or other statement made to the Lender by the Borrower in any of the Loan Documents or in any loan application being false or misleading in any material respect at the time made;

(h) The occurrence of any other event which under the Note or under any other Loan Document constitutes a default or an Event of

Default by the Borrower or gives the Lender the right to accelerate the maturity of all or any part of the indebtedness secured by this Mortgage;

(i) The occurrence of a breach or of a default or Event of Default under, or the failure to perform or the violation of any term, covenant, agreement, condition, provision, representation or warranty applicable to, (i) any other indebtedness of the Borrower to the Lender as described in clause (6) of the opening portions of this Mortgage and any mortgage, loan agreement, security agreement or other security instrument applicable to any such indebtedness, (ii) any indebtedness other than the Note applicable to the Land or any part of any thereof and any mortgage, loan agreement, security agreement or other security instrument applicable to any such indebtedness, and (iii) all extensions, renewals, substitutions, modifications and replacements of any of the foregoing;

(j) The declaration or determination by a court of competent jurisdiction that any term, condition, covenant or agreement contained in the Note, this Mortgage, any of the other Loan Documents or any document evidencing or securing any indebtedness secured hereby is invalid or unenforceable;

(k) INTENTIONALLY DELETED.

(l) INTENTIONALLY DELETED.

2.2 Remedies. Upon the occurrence and continuation of an Event of Default, the Lender may, at its continuing option, and without notice to or demand upon the Borrower:

(a) Declare all or any part of the indebtedness secured by this Mortgage and the interest accrued thereon to be due and payable immediately;

(b) Enter onto and take possession of the Mortgaged Property and manage and operate the same, all as more particularly provided hereafter;

(c) Collect the Rents as more particularly provided hereinafter;

(d) Cause all or any part of the Mortgaged Property to be

sold under the power of sale granted by this Mortgage in any manner permitted by applicable law as more particularly provided hereinafter; or

(e) Exercise any other right or remedy granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.3 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, upon demand of the Lender the Borrower shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all or any part of the Mortgaged Property and may exclude the Borrower and his agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower in his name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage, and the Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) The Lender may deduct from such Rents (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay, (v) other proper

charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender. The lender shall apply the remainder of the moneys so received to the payment of the indebtedness and obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions, the Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, his successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred and be continuing, the Lender may collect the Rents itself or by an agent or receiver. No action taken by the Lender to collect any Rents will make the Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by the Lender. All Rents collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of the indebtedness and obligations secured by this Mortgage in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

2.5 Power of Sale. If an Event of Default shall have occurred and be continuing, the Lender may sell the mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Land is located, either in person or by auctioneer, after having first given notice of the time, place, and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county. Upon payment of the purchase money, the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Lender may bid at said sale and purchase said property or any part thereof if the highest bidder thereof. At any foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in

any other manner or may be offered for sale and sold in any other manner the Lender may elect in its sole discretion.

2.6 Application of Sale Proceeds. The proceeds of any sale under this Mortgage will be applied in the following manner:

First, the payment of the costs and expenses of the sale, including but not limited to the Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

Second, to the payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided herein.

Third, to the payment of the indebtedness and obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

Fourth, to the remainder, if any, to the person or persons appearing of record to be the owner of the property sold.

2.7 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event the Lender exercises its option to foreclose the Mortgage in equity, the Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.8 Receiver.

(a) If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent

jurisdiction shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the Rents.

(b) The Borrower will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional indebtedness of the Borrower to the Lender secured by this Mortgage, will bear interest at the after-maturity rate specified in the Note and will be payable by the Borrower upon demand.

2.9 Waiver of Manner of Sale. The Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshaled upon any sale. The Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence the Lender selects.

2.10 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note or the performance of any term thereof or any other right, (b) to foreclose this Mortgage and to sell the Mortgaged Property as an entirety or in separate lots or parcels as provided by law and (c) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession as the Lender may determine.

2.11 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other

governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

ARTICLE III

GENERAL PROVISIONS

3.1 Waiver of Exemption. The Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and the Borrower waives the benefit of any statute regulating the obtaining of deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

3.2 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

3.3 No Waiver of One Default to Affect Another. (a) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto.

(b) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the Note, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with the Borrower or any partner or stockholder thereof or any one or more of them changing any term of the Note or the other Loan Documents or releasing any partner or stockholder of the Borrower or any

security or respecting any matter whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of liabilities or undertakings hereunder.

3.4 Discontinuance of Proceedings, Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

3.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6 Notices. All notices given under this Mortgage must be in writing and will be effectively served by personal delivery or by certified United States mail, postage prepaid, to the Lender and the Borrower at the addresses appearing above. Such addresses may

be changed by either party by written notice to the other party. The service of any notice of default or notice of sale under this Mortgage as required by law will be effective on the date of mailing.

3.7 Inspection.

(a) The Lender and its respective agents and representatives will have the right at any reasonable time to enter the Property and inspect all parts thereof, including environmental audits. The Lender will also have the right to examine, copy and audit the books, records, accounting data and other documents of the Borrower relating to the Mortgaged Property.

(b) The Lender is under no duty to supervise or inspect the Mortgaged Property or the operation of the Mortgaged Property or to examine any books and records. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Agreement. No default of the Borrower will be waived by any inspection by the Lender.

3.8 Status and Authority. if the Borrower is a corporation or partnership:

(a) The Borrower warrants that (i) it is duly organized and validly existing, in good standing under the laws of the State of Alabama, (ii) it is duly qualified to do business and is in good standing in said State, (iii) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents and (iv) the execution and delivery of the Loan Documents and the performance and observance of the Provisions thereof have been duly authorized by all necessary action.

(b) The Borrower agrees that so long as any of its obligations hereunder or under the Loan Documents remain unsatisfied, it will not make any changes in its structure or in the beneficial ownership of the Borrower or dissolve or liquidate (in whole or in part) its existence and that it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or partnership without the prior

written consent of the Lender.

3.9 Homestead. The Borrower represents and warrants that no part of the Mortgaged Property constitutes the homestead of the Borrower or his wife.

3.10 Joint and Several Liability. If the Borrower consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of the Borrower. Notwithstanding the foregoing, the provisions contained in the Mortgage Note secured by this Mortgage shall control with respect to the individual liability of Jimmie H. Sillavan.

3.11 Successors. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Borrower and the Lender.

3.12 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.13 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.14 Counterparts. This Mortgage may be executed in counterparts, but all counterparts shall constitute but one and the same document.

3.15 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties and supersede all prior agreements and understandings including, without limitation, any loan commitment letter from the Lender to the Borrower.

3.16 Severability. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

3.17 Interpretation. The term "Borrower" includes both the original Borrower and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein.

Whenever the context requires, all words used in the singular will be construed to have used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions.

IN WITNESS WHEREOF, the Borrower has hereunto set his hand and seal on the day and year first above written.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

**SILLAVAN LUMBER COMPANY AN
ALABAMA CORPORATION**

By: Bobby W. Sillavan

Its: Pres

STATE OF ALABAMA)

Jefferson **COUNTY)**

CORPORATION ACKNOWLEDGMENT

I, Harri Quick, a Notary Public in and for said County in said State, hereby certify that Bobby W. Sillavan, whose name as the President President of SILLAVAN LUMBER COMPANY AN ALABAMA CORPORATION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of the corporation.

Given under my hand and official seal this 18th day of November, 1998.

Harri Quick
Notary Public
My Commission Exp. 1/13/2001

FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment
SCHEDULE C

The land referred to in this Policy is described as follows:

PARCEL #1:

Begin at the Southwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, Township 21 South, Range 2 West and run northerly along the west side of the said E $\frac{1}{2}$ for 1124.88 feet to a point on the southwest right of way of the L & N Railroad, then turn an angle of 156 degrees, 02 minutes, 38 seconds to the right and run southeasterly along the said right of way for 1061.14 feet to a point on the north right of way of a curved portion of Shelby County Road No. 87 (said curve being concave southeasterly and having a radius of 613.74 feet) then turn an angle to the right and run Southwesterly along the north right of way of said road through a central angle of 44 degrees 20 minutes 36 seconds for 475.00 feet (angle to 463.23 feet chord of 62 degrees, 29 minutes 03 seconds to the right) to a point on a curve concave northeasterly and having a radius of 198.10 feet, then turn an angle to the right and run northwesterly along this curve, through a central angle of 73 degrees, 38 minutes 42 seconds for 254.63 feet (angle from 463.23 feet chord to 237.46 feet chord of 104 degrees 38 minutes 58 seconds to the right), then turn an angle from the 237.46 feet chord of 36 degrees 49 minutes 21 seconds to the right and run northerly for 17.15 feet back to the point of beginning.

PARCEL #2:

Part of Lots 3, 4 and 5, in Block 3, according to a Resurvey, as recorded in Map Book 6, Page 44, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, being more particularly described as follows: Begin at the SW corner of Lot 5, Block 3, according to the Resurvey of Corey Terrace, as recorded in Map Book 6, Page 44, Judge of Probate Office, Bessemer Division, Jefferson County, Alabama, for the point of beginning; thence run East along the South line of said Lot 5, a distance of 21.35 feet to the NW right of way boundary of Possum Valley Road, said right of way being in a curve concave Southeasterly, turn left an angle of 50 degrees 09' 30" to the chord of said curve, said curve having a radius of 921.45 feet delta angle of 15 degrees 24' and long chord of 246.94 feet proceed along the arc a distance of 247.68 feet to the Northeast boundary of Lot 3, of said Block 3, from said chord turn left an angle of 68 degrees 01' along said lot line a distance of 35.33 feet to the SE right of way boundary of Old Valley Road, said SE right of way boundary being in a curve concave Southeasterly turn left an angle of 98 degrees 30' 30" along the chord to said curve, whose radius is 510.66 feet, delta angle of 06 degrees 12' 45" long chord being 55.32 feet, and arc being 55.37 feet, proceed along the arc a distance of 55.37 feet to the point of tangency and continue along said right of way boundary, being said tangent, a distance of 154.3 feet, turn left an angle of 50 degrees 13' a distance of 88.6 feet to point of beginning.

PARCEL #3:

Lots 21 and 22, in Block 7, according to the Survey of Fairfield Highlands Resurvey of Corey Highlands, as recorded in Map Book 2, page 36, in the Office of the Judge of Probate of Jefferson County, Alabama.

PARCEL #4:

Lots 5 and 7, in Block 8, according to Resurvey of Corey Highlands, Fairfield Highlands, as recorded in Map Book 2, Pages 36 and 37, in the Bessemer Division of the Probate Office of Jefferson County, Alabama.

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EXHIBIT A (page 2 of 3)

PARCEL #5:

Part of the Northwest Quarter of the Northeast Quarter of Section 22, Township 18, Range 4 West, more particularly described as follows: Begin at the Northwest corner of said forty acres; thence east 417 feet; thence South 209 feet; thence West 417 feet; thence North 209 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

Begin at the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 22; thence in an Easterly direction along the North boundary of said quarter-quarter section 229.0 feet to point of beginning of boundary of tract of land herein described; thence continuing in an Easterly direction along said North boundary 188.0 feet; thence turning an angle of 88 degrees and 22 minutes to the right in a Southerly direction 139.39 feet to the center line of a public road; thence turning an angle of 73 degrees and 54 minutes to the right in a Southwesterly direction along the center line of said road 135.03 feet; thence turning an angle of 88 degrees 24 minutes to the right in a Northwesterly direction 191.25 feet to the point of beginning.

PARCEL #6:

That part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 17 South, Range 1 West, situated in Jefferson County, Alabama, more particularly described as follows: Commence at the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 17 South, Range 1 West; thence West along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 255.39 feet (measured 255.76) to a point on the Northwesterly right of way line of Seaboard Air Line Railroad; thence 56 degrees 50' (meas. 56 deg. 40' 05") left and run Southwesterly along said railroad right of way line for 376.19 feet; thence 90 deg. 00' left and run Southeasterly along said railroad right of way line for 50.00 feet; thence 90 degrees 00' right and run Southwesterly along said railroad right of way line for 99.92 feet to the point of beginning of the parcel herein described; thence continue on the same course as before for 300.79 feet to a point on the Northeasterly right of way line of a county road; thence 131 degrees 05' 30" right and run Northwesterly along said County right of way for 704.36 feet (meas. 702.37) to a point on the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence East along South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for 122.37 feet to a point on the Southwesterly right of way of I-459; thence turn an angle to the right of 61 degrees 26' 10" and run Southeasterly along the Southwesterly right of way of I-459 for 484.20 feet to the point of beginning.

PARCEL #7:

Part of the Southeast quarter of the Southeast quarter of Section 35 and part of the Southwest Quarter of the Southwest Quarter of Section 36, Township 14 South, Range 3 West, Jefferson County, Alabama, more particularly described as follows:

Beginning at the Southeast corner of Section 35, Township 14 South, Range 3 West, and run West along the South boundary line of said Section 555.78 feet; thence turning an angle to the right of 90° 15' 30" and run North along a line which is 7.5 feet east of the centerline of Alabama Power Company right of way a distance of 1373.31 feet to the North line of the Southeast quarter of the Southeast quarter of said Section 35; thence turning an angle to the right of 91° 23' and run East along the North line of said quarter-quarter section a distance of 488.67 feet to the southwesterly right of way line of Old U. S. No. 31 Highway; thence turn right 57° 01' 30" and run Southeasterly along the Southwest right of way line of said Old No. 31 Highway a distance of 429.45 feet to an intersection with the westerly right of way line of relocated U.S. Highway No. 31, said point of intersection being 100 feet westerly of the centerline of said relocated highway; thence in a southerly direction along the arc of curve in said right of

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EXHIBIT A (PAGE 3 of 3)

way a distance of 479.90 feet to the point of intersection of said Highway with the centerline of Louisville & Nashville Railroad Spur Tract; thence westerly along centerline of said Railroad Spur Tract 28.22 feet to an intersection with the westerly right of way line of relocated U. S. Highway No. 31; thence in a Southerly direction along the arc of said relocated right of way line and along the arc of a curve to the right and being 125 feet west of and parallel with the centerline of said highway for a distance of 531.57 feet to its intersection with the South boundary of the southwest quarter of the Southwest quarter of Section 36, Township 14 South, Range 3 West; thence West along said South boundary line a distance of 192.14 feet to the point of beginning.

11/25/1998-47022
10:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
028 CRH 77.00

PARCEL #8:

Commence at the Northeast corner of the SW ¼ of the NW ¼ of Section 20, Township 20 South, Range 3 East; thence proceed North 88 degrees 25 minutes West along the North boundary of said ¼ - ¼ section for a distance of 473.97 feet to the point of beginning. From this beginning point proceed North 5 degrees 06 minutes West for a distance of 42.31 feet; thence proceed North 88 degrees 48 minutes West for a distance of 30.08 feet; thence proceed South 5 deg. 06 minutes East for a distance of 262.34 feet to a point on the Northerly boundary of First Street N.W. as now located in the City of Childersburg, Alabama; thence proceed North 80 deg. 15 minutes East along the Northerly boundary of said First Street for a distance of 30 feet; thence proceed North 5 deg. 06 minutes West for a distance of 214.29 feet to the point of beginning.

The above described land is located in the SW ¼ of the NW ¼ and the SW ¼ of the SW ¼ of Section 20, Township 20 South, Range 3 East, Talladega County, Alabama.

ALSO: Commence at the Northeast corner of the SW ¼ of the NW ¼ of Section 20, Township 20 South, Range 3 East, Talladega County, Alabama, as the point of beginning. From this beginning point, proceed North 88 deg. 25 min. West along the North boundary of said ¼ - ¼ Section for a distance of 473.97 feet; thence proceed South 5 deg. 06 min. East for a distance of 214.29 feet to a point on the Northerly boundary of First Street N.W. as now located in the City of Childersburg, Alabama; thence proceed North 80 degrees 15 minutes East, along the Northerly boundary of said Street for a distance of 462.33 feet to its point of intersection with the East boundary of said ¼ - ¼ section; thence proceed North 0 degrees 25 minutes West along the East boundary of said ¼ - ¼ section for a distance of 122.09 feet to the point of beginning.

The above described land is located in the SW ¼ of the NW ¼ of Section 20, Township 20 South, Range 3 East, Talladega County, Alabama.

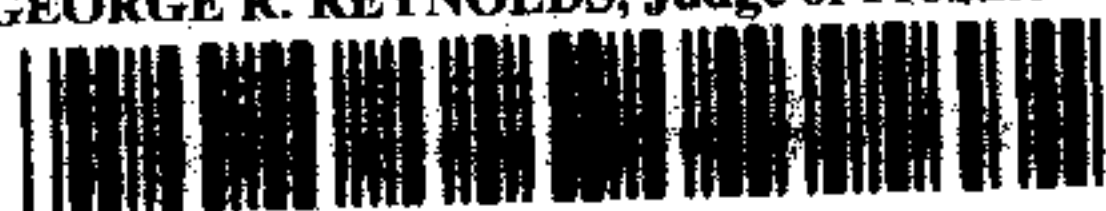
ALSO: Commence at the Northeast corner of the SW ¼ of the NW ¼ of Section 20, Township 20 South, Range 3 East, as the point of beginning. From this beginning point proceed North 0 deg. 25 min. West along the East boundary of the NW ¼ of the NW ¼ of said Section for a distance of 52.91 feet; thence proceed South 85 deg. 11 min. 20 sec. West for a distance of 475.07 feet to a point on the North boundary of said SW ¼ of the NW ¼; thence proceed South 88 deg. 25 min. East along the North boundary of said SW ¼ of the NW ¼ for a distance of 473.97 feet to the point of beginning.

The above described land is located in the NW ¼ of the NW ¼ of Section 20, Township 20 South, Range 3 East, Talladega County, Alabama.

State of Alabama - Jefferson County
I certify this instrument filed on:

1998 NOV 24 A.M. 09:06

Recorded and \$ 73.00
and \$ 73.00
Deed Tax and Fee Amt. 73.00
Total \$ 73.00
GEORGE R. REYNOLDS, Judge of Probate



9863/2028 BESS

STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed
tax has been collected on this instrument.

Michael F. Bolin
Judge of Probate
NO TAX COLLECTED

Issuing Office File No.: T-46518

Schedule C, Page 3

State of Alabama - Jefferson County
I certify this instrument filed on:

1998 NOV 23 P.M. 15:33

Recorded and \$ 72.00
and \$ 72.00
Deed Tax and Fee Amt. 1,197.00
Total \$ 1,197.00
GEORGE R. REYNOLDS, Judge of Probate



9815/0692

1998-47022 Inst #