

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Steven A. Brickman, Esq.
Sirote & Permutt, P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Inst # 1999-04988

02/04/1999-04988
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 CCM 59.50

STATE OF ALABAMA

:

This is a duplicate original mortgage
executed in 6 original counterparts.

:ss

COUNTY OF CALHOUN

:

COUNTY OF MARSHALL

:

COUNTY OF JACKSON

:

SPACE ABOVE LINE FOR
RECORDER'S USE

COUNTY OF SHELBY

:

COUNTY OF CLAY

:

COUNTY OF TALLADEGA

:

**MORTGAGE WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING NO. 1**

**THIS INSTRUMENT COVERS ITEMS WHICH ARE OR ARE TO BECOME
FIXTURES RELATED TO THE REAL ESTATE DESCRIBED HEREIN AND IS
TO BE RECORDED IN THE DEED RECORDS AND IS ALSO TO BE INDEXED
IN THE INDEX OF FINANCING STATEMENTS OR OF FIXTURE FILINGS.**

This MORTGAGE WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING ("Mortgage"), dated January 29, 1999, is made by WILLIAMSON
OIL CO., INC., an Alabama corporation, whose address is P.O. Box 680807, Ft. Payne,
Alabama 35967 ("Mortgagor"), in favor of GREEN TREE FINANCIAL SERVICING

NOTE TO PROBATE OFFICE:

The total indebtedness secured by this mortgage is \$4,000,000.00 and for purposes of allocating the mortgage tax such indebtedness is allocated
to each of the following counties as follows:

Calhoun County	.0735%
Marshall County	.0277%
Jackson County	.4220%
Shelby County	.0859%
Clay County	.1599%
Talladega County	.2310%

The above allocation is solely for the purpose of paying mortgage tax and shall not affect or limit the value of the properties in the event of
foreclosure or condemnation.

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CORPORATION, a Delaware corporation, whose address is 7360 S. Kyrene Road, Tempe, Arizona 85283 ("Mortgagee"), and is executed pursuant to the Loan Agreement dated as of the date of this Mortgage between Mortgagee and Mortgagor (such Loan Agreement, as it may from time to time be supplemented, modified or amended from time to time, being referred to in this Mortgage as the "Agreement"), the provisions of which are incorporated in this Mortgage by reference. The Agreement provides, among other things, for rules of construction which apply to this Mortgage. Capitalized terms used in this Mortgage and not otherwise defined are used with the meanings set forth in the Agreement.

1. **Grant and Security Agreement.** For valuable consideration, Mortgagor irrevocably mortgages, warrants, grants, bargains, sells, conveys, transfers, pledges and assigns to Mortgagee, with power of sale, all of Mortgagor's right, title and interest, if any, now or hereafter existing, in, to and under all of the following (the "Mortgaged Property"):

(a) the fee simple interest in each parcel of real property described in Exhibit "A" attached to this Mortgage and incorporated in this Mortgage by reference (the "Land");

(b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land at any location (the "Improvements");

(c) all tenements, hereditaments, appurtenances, privileges and other rights and interests now or in the future benefitting or otherwise relating to the Land at any location or the Improvements, including easements, rights-of-way, development rights, mineral rights, water rights and water stock if any (the "Appurtenances," and together with the Land and the Improvements, the "Real Property");

(d) all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Real Property at any location or the ownership, use, management, operation, leasing or occupancy of such Real Property, including those past due and unpaid (the "Rents");

(e) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Mortgagee hereby is authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards;

(f) all present and future right, title and interest of Grantor in and to all equipment and fixtures (as those terms are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the

future located at, upon or about, or affixed or attached to or installed in, the real property described on Exhibit A ("Real Property"), or used or to be used in connection with or otherwise relating to such Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of such Real Property or used or to be used in the operation of a convenience store business on the Real Property, including furniture, furnishings, fixtures, machinery, tanks, pumps, appliances, building materials and supplies, generators, boilers, furnaces, heating, ventilating and air conditioning equipment, any and all lighting (including without limitation any and all lighting fixtures, lighting pedestals, and flood lights), removable signage of all varieties, sprinkler controls, sprinkler solenoids, sprinkler heads, exterior menu boards and exterior intercom ordering systems, exterior music speakers and pedestals, any and all car wash equipment, sprinklers, and machinery, and any and all personal property of any kind or nature contained in, on, or around and/or associated with in any manner the operation of a convenience store, and all building and construction materials, supplies and equipment incorporated in a convenience store and all machinery, appliances, pipes, conduits, generators, engines, pumps, motors, compressors, boilers, condensing units, disposals, sprinklers, wiring, and furnishings of every kind and description which may be used or useful in connection with the operation of and located inside a convenience store; and any and all gasoline or petroleum equipment for use with gasoline or petroleum products, utensils, parts and spare parts therefor; all outside removable items and any and all ice machines, ice cream machines, warmers, refrigerators, freezers, ovens, and toasters; all security, fire, smoke and other alarm systems; all cash registers and point-of-sale terminals; all computers (hardware and software); all in-store communication devices; together with any and all extensions, additions, improvements, betterments, renewals, fittings, increases, accessories, additions, attachments, parts, proceeds, products, repairs, replacements, rewards, accessions and substitutions of or to any of such property excluding goods held for resale or inventory (the "Equipment");

(g) all cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d), (e) or (f) above, including, but not limited to all condemnation awards, insurance, contract and tort proceeds and claims, and including all equipment and fixtures acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d), (e) or (f) above;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned or agreed or intended so to be, to Mortgagee and its successors and assigns forever, upon the terms and conditions herein set forth;

PROVIDED, HOWEVER, that if Mortgagor shall well and truly pay, or cause to be paid, the principal of and interest due or to become due on the Note (and all extensions and renewals of same), at the times and in the manner set forth in the Note according to the true intent and meaning thereof, and Mortgagor shall well and truly keep, perform and observe all of the covenants and conditions contained in the Loan Documents to be kept, performed and observed by Mortgagor, and shall pay or cause to be paid to Mortgagee all sums of money due or to become

due to Mortgagee in accordance with the terms and provisions hereof and of any other Loan Documents, then, upon such final payment this Mortgage and the rights hereby granted shall cease, terminate and be void; otherwise this Mortgage shall remain in full force and effect, and Mortgagee shall not be required to cause any property to be released from this Mortgage until final payment and performance in full of all Secured Obligations (as hereinafter defined) and termination of all obligations of Mortgagor under or in connection with the Agreement.

Mortgagor further grants to Mortgagee, pursuant to the UCC, a security interest in all present and future right, title and interest of Mortgagor in and to all Equipment in which a security interest may be created under the UCC (the "Personal Property").

2. Obligations Secured. This Mortgage is given for the purpose of securing payment and performance of the following (the "Secured Obligations"): (a) all present and future indebtedness evidenced by the Note dated the date of this Mortgage in the face principal amount of \$4,000,000.00 executed by Mortgagor in favor of Mortgagee, including principal, interest and all other amounts payable under the terms of the Note; (b) all present and future obligations of Mortgagor under this Mortgage; (c) all other present and future obligations of Mortgagor to Mortgagee under the Loan Documents; and (d) all additional present and future obligations of Mortgagor to Mortgagee under any other agreement or instrument (whether existing now or in the future) which states that it is, or such obligations are, secured by this Mortgage; in each case as such indebtedness and other obligations may from time to time be supplemented, modified, amended, renewed and extended, whether evidenced by new or additional documents or resulting in a change in the interest rate on any indebtedness or otherwise.

3. Mortgagor's Covenants. To protect the security of this Mortgage, Mortgagor agrees as follows:

3.1 Payment and Performance of Secured Obligations. Mortgagor shall pay and perform all Secured Obligations in accordance with the respective terms of such Secured Obligations, whether evidenced by or arising under this Mortgage, the Note, any of the other Loan Documents or otherwise.

3.2 Maintenance of Mortgaged Property. Unless Mortgagee otherwise consents in writing, Mortgagor shall (a) keep the Property in good condition and repair, and promptly and in a good and workmanlike manner (and with new materials of good quality) complete any Improvements to be constructed on the Land, repair or restore any part of the Real Property that may be injured, damaged or destroyed, and repair, restore or replace any Equipment that may be injured, damaged, destroyed or lost or that may be or become obsolete, defective or worn out (except that Mortgagor shall not be required to repair, restore or replace any such Equipment which is not reasonably necessary or appropriate to the efficient operation of the Real Property), and in each case pay when due all valid claims for labor, service, equipment and material and any other costs incurred in connection with any such action, (b) not remove, demolish or materially alter any Improvements, (c) not construct any Improvements on the Land or undertake any site

development work which adversely affects the Mortgaged Property in any material respect, (d) not commit or permit any waste of any part of the Property, (e) not permit or consent to any restriction that would prevent or otherwise impair the use or development of the Real Property for the purposes contemplated by the Agreement, (f) treat the Land and the Improvements for termites and other pests in accordance with the practices of the area in which the Land is located, (g) comply in all respects with and not commit or permit any violation of any federal, state, local laws, rules, regulations, ordinances and codes ("Laws") which affect any part of the Mortgaged Property or require any alterations or improvements to be made to any part of the Property at any location, (h) take such action from time to time as may be reasonably necessary or appropriate, or as Mortgagee may reasonably require, to protect the physical security of such Property, (i) except as otherwise permitted by the Agreement, not part with possession of or abandon any part of the Mortgaged Property or cause or permit any interest in any part of the Mortgaged Property to be sold, transferred, leased, encumbered, released, relinquished, terminated or otherwise disposed of (whether voluntarily, by operation of law or otherwise), and (j) take all other action which may be reasonably necessary or appropriate to preserve, maintain and protect the Mortgaged Property, including the enforcement or performance of any rights or obligations of Mortgagor.

Without limitation on any obligations of Mortgagor under the preceding paragraph, in the event that (i) all or any substantial portion of the Property at any location is injured, damaged or destroyed by fire or other casualty, or (ii) any of the Property at any location is damaged, destroyed or lost and any Damage Proceeds (as defined in § 3.3) are payable as a result of such occurrence or the cost of the repair, restoration or replacement is reasonably expected to exceed \$50,000.00 at any location, or (iii) any part (but less than all) of the Property at any location is condemned, seized or appropriated by any governmental agency (or conveyed, with Mortgagee's consent, in lieu of any such action), the following additional provisions shall apply:

(A) within 30 days (or such longer period as Mortgagee may approve in writing) after the date of such injury, damage, destruction, loss or other event, Mortgagor shall deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee: (1) a written plan for the repair, restoration or replacement of the Property at each location (any such repair, restoration or replacement being referred to as a "Restoration"), including the estimated cost of the Restoration and time of completion, (2) if requested by Mortgagee, a copy of the plans and specifications for the Restoration, and (3) such other documents and information relating to the Restoration as Mortgagee may reasonably request;

(B) if and to the extent required by Mortgagee, any contracts entered into by Mortgagor with architects, contractors, subcontractors or suppliers in connection with the Restoration shall be in form and substance and with a party reasonably satisfactory to Mortgagee;

(C) the Restoration shall be conducted in accordance with the requirements of the Agreement for construction of Improvements and such other procedures and

requirements as Mortgagee may reasonably specify, and shall be in substantial conformity with the applicable plans and specifications and the plan referred to in paragraph (A) above and in compliance in all respects with all applicable Laws;

(D) if Mortgagee reasonably determines at any time that any available Damage Proceeds that Mortgagee may be required to release to Mortgagor for the Restoration pursuant to § 3.3 are or may be insufficient to pay for all costs of completing the Restoration, then Mortgagor shall deposit with Mortgagee, on demand, an amount deemed reasonably necessary by Mortgagee to cover such insufficiency (any such amount to be held and disbursed by Mortgagee in accordance with paragraph (E) below); and

(E) any Damage Proceeds that Mortgagee may be required to release to Mortgagor for the Restoration pursuant to § 3.3, together with any amounts deposited by Mortgagor with Mortgagee pursuant to paragraph (D) above, shall be held by Mortgagee, shall be used solely to pay the cost of the Restoration and shall be disbursed in accordance with the terms, conditions and procedures set forth in the Agreement for disbursements of the Loan and/or such other terms, conditions and procedures as Mortgagee may reasonably require (including compliance by Mortgagor with the provisions of paragraphs (A) through (D) above), provided that (1) Mortgagee shall have no obligation to disburse any such amounts if an Event of Default has occurred and is continuing, and (B) if the amount of any such Damage Proceeds received by Mortgagee exceeds the cost of completing the Restoration, the excess may be applied by Mortgagee to the Secured Obligations in such order and manner as Mortgagee may determine or, at the option of Mortgagee, may be released to Mortgagor.

Any application or release of Damage Proceeds or additional amounts deposited with Mortgagee pursuant to paragraph (D) above (whether under this § 3.2 or § 3.3) shall not cure or waive any Event of Default or notice of default or invalidate any act done pursuant to such notice.

3.3 Insurance, Condemnation and Damage Claims. Mortgagor shall maintain, for the benefit of Mortgagee, during the term of this Mortgage, insurance on the Property at each location to the extent and in the amounts required by the Agreement. The form of such policies, the coverages provided by such policies, and the carriers issuing such insurance shall be acceptable to Mortgagee, provided that Mortgagee will approve such carriers if they are quality companies, in the discretion of Mortgagee, that are authorized to write insurance in the State of Alabama and will only require coverages from said carriers which are customarily available in the State of Alabama. At least ten (10) days prior to the expiration date of all such policies, if requested by Mortgagee, Mortgagor shall provide evidence to the Mortgagee of its efforts to renew or replace such policies, provided however Mortgagor shall maintain in good standing at all times all of the insurance on the Property at each location to the extent and in the amounts required by the Agreement. The Mortgagor shall deliver to the Mortgagee receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the

Mortgagor, or its assigns, in and to all insurance policies then in force shall pass to the purchaser or grantee.

In the case of any act or occurrence of any kind or nature which results in damage, loss or destruction to the Property, or commencement of any proceedings or actions which might result in a condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto, Mortgagor shall immediately notify Mortgagee describing the nature and the extent of the act. Mortgagor shall promptly furnish to Mortgagee copies of all notices, pleadings, determinations and other papers in any such proceedings or negotiations.

All proceeds of any claim, demand, award, settlement or other payment arising or resulting from or otherwise relating to any such insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property at each location (a "Damage Claim") are assigned and shall be payable and delivered to Mortgagee (any such proceeds of any Damage Claim being referred to in this Mortgage as "Damage Proceeds"). Mortgagee may, at its sole option, apply such Damage Proceeds to either of the following, or any combination thereof:

- (i) payment of the Secured Obligations, either in whole or in part, in any order determined by Mortgagee in its sole unfettered discretion; or
- (ii) repair or replacement, either partly or entirely, of any part of the Property so destroyed, damaged or taken, in which case Mortgagee may impose such terms, conditions and requirements for the disbursement of proceeds for such purpose as it, in its sole unfettered discretion, deems advisable. Mortgagee shall not be a trustee with respect to any Damage Proceeds and may commingle Damage Proceeds with its funds without obligation to pay interest thereon.

If any portion of the Secured Obligation shall thereafter be unpaid, Mortgagor shall not be excused from the payment thereof in accordance with the terms of the Agreement. Mortgagee shall not, in any event or circumstances, be liable or responsible for failure to collect or exercise diligence in the collection of any Damage Proceeds.

Mortgagor shall use its best efforts to collect the maximum amount of Damage Proceeds and shall take all action reasonably necessary or required by Mortgagee in order to protect Mortgagor's and Mortgagee's rights and interests with respect to any Damage Claim, including the commencement of, appearance in and prosecution of any appropriate action or other proceeding, and Mortgagee may in its discretion participate in any such action or proceeding at the expense of Mortgagor. Mortgagor shall not settle or otherwise compromise any Damage Claim without Mortgagee's prior written consent.

3.4 Repair and Replacement. In the case of injury, damage or destruction, the Mortgagor will promptly restore the Property to the equivalent of its original condition, regardless

of whether insurance proceeds exist, are made available, or are sufficient. In case of a taking, the Mortgagor will promptly restore, repair or alter the remaining property in a manner reasonably satisfactory to the Mortgagee. Provided, however, if Mortgagee applies the Damage Proceeds to the reduction of the Secured Obligations, Mortgagor shall be obligated only to remove any debris from the Property and take such actions as are necessary to make the undamaged or non-taken portion of the Property into a functional economic unit, insofar as is practicable under the circumstances.

3.5 Liens, Utilities and Taxes. Subject to the right of Mortgagor to contest any such payments in accordance with the terms of the Agreement, (a) Mortgagor shall pay, prior to delinquency, all taxes, assessments, water rates, utility charges, dues, fines, costs, charges, fees, levies and other expenses (including interest and penalties) ("Taxes") imposed, assessed or collected by any governmental agency, which are or may become a lien affecting any part of the Mortgaged Property at any location (including assessments on appurtenant water stock), and (b) Mortgagor shall pay and perform when due all other obligations secured by or constituting a lien affecting any part of the Mortgaged Property including any mechanic's, laborer's, statutory or other lien created upon the Property.

3.6 Actions. Mortgagor shall appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Mortgaged Property, the security of this Mortgage or the rights or powers of Mortgagee, and give Mortgagee prompt written notice of any such claim, action or proceeding. Mortgagee may, at the expense of Mortgagor, appear in and defend any such claim, action or proceeding and any claim, action or other proceeding asserted or brought against Mortgagee in connection with or relating to any part of the Mortgaged Property or this Mortgage if in Mortgagee's reasonable judgment its interest may be affected by such claim, action or proceeding.

3.7 Action by Mortgagee. If Mortgagor fails to perform any of its obligations under this Mortgage, Mortgagee may, but without any obligation to do so and without further notice to or demand upon Mortgagor and without releasing Mortgagor from any obligations under this Mortgage, and at the expense of Mortgagor: (a) perform such obligations in such manner and to such extent and make such payments and take such other action as either may deem necessary in order to protect the security of this Mortgage, Mortgagee being authorized to enter upon the Real Property for such purposes, (b) appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Mortgaged Property, the security of this Mortgage or the rights or powers of Mortgagee, and (c) pay, purchase, contest or compromise any lien or any legal or equitable claim or other interest (including any leasehold interest, right of first refusal or right of repossession or removal) and any option or right to acquire any such claim or other interest ("Right of Others"), which in the reasonable judgment of either is or appears to be or may for any reason become prior or superior to this Mortgage. If Mortgagee shall elect to pay any such lien or Right of Others or any Taxes which are or may become a lien affecting any part of the Mortgaged Property or make any other payments to protect the security of this Mortgage, Mortgagee may do so without inquiring into the validity or

enforceability of any apparent or threatened lien, Right of Others or Taxes, and may pay any such Taxes in reliance on information from the appropriate taxing authority or public office without further inquiry.

3.8 Obligations With Respect to Mortgaged Property. Mortgagee shall not be under any obligation to preserve, maintain or protect the Mortgaged Property or any of Mortgagor's rights or interests in the Mortgaged Property, or make or give any presentments, demands for performance, protests, notices of nonperformance, or take any other action with respect to any other matters relating to the Mortgaged Property. Mortgagee does not assume and shall have no liability for, and shall not be obligated to perform any of Mortgagor's obligations relating to the Mortgaged Property, and nothing contained in this Mortgage shall release Mortgagor from any such obligations.

3.9 Assignment of Rents. Mortgagor irrevocably grants, transfers and assigns to Mortgagee, during the continuance of this Mortgage, all of Mortgagor's right, title and interest in and to the Rents. Notwithstanding such assignment, so long as no Event of Default has occurred and is continuing, Mortgagor shall have the right to collect, receive, hold and dispose of the Rents as the same become due and payable, provided that unless Mortgagee otherwise consents in writing: (a) any such Rents paid more than 30 days in advance of the date when due shall be delivered to Mortgagee and held by Mortgagee, to be released and applied on the date when due (or, if an Event of Default has occurred and is continuing, at such other time or times and in such manner as Mortgagee may determine), and (b) if an Event of Default has occurred and is continuing, Mortgagor's right to collect and receive the Rents shall cease and Mortgagee shall have the sole right, with or without taking possession of the Real Property, to collect all Rents, including those past due and unpaid. Any such collection of Rents by Mortgagee shall not cure or waive any Event of Default or notice of default or invalidate any act done pursuant to such notice. Failure or discontinuance of Mortgagee at any time, or from time to time, to collect the Rents shall not in any manner affect the subsequent enforcement by Mortgagee of the right to collect the same. Nothing contained in this Mortgage, nor the exercise of the right by Mortgagee to collect the Rents, shall be deemed to make Mortgagee a "mortgagee in possession" or shall be, or be construed to be, an affirmation by Mortgagee of, or an assumption of liability by Mortgagee under, or a subordination of the lien of this Mortgage to, any tenancy, lease or option.

3.10 Default. Upon the occurrence of any Event of Default: (a) Mortgagor shall be in default under this Mortgage, and upon acceleration of the maturity of any Secured Obligations in accordance with the terms of the Agreement, all Secured Obligations shall immediately become due and payable without further notice to Mortgagor; (b) upon demand by Mortgagee, Mortgagor shall pay to Mortgagee, in addition to all other payments specifically required under the Loan Documents, in monthly installments, at the times and in the amounts required by Mortgagee from time to time, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all Taxes which are or may become a lien affecting the Mortgaged Property and the premiums for any policies of insurance to be obtained under the Agreement (all such payments to be held by Lender as additional security for the Secured Obligations); and (c)

Mortgagee may, without notice to or demand upon Mortgagor, which are expressly waived by Mortgagor (except for notices or demands otherwise required by applicable Laws to the extent not effectively waived by Mortgagor and any notices or demands specified below), and without releasing Mortgagor from any of its Obligations, exercise any one or more of the following remedies as Mortgagee may determine:

(i) Mortgagee may, either directly or through an agent or court appointed receiver, and without regard to the adequacy of any security for the Secured Obligations:

(A) enter, take possession of, manage, operate, protect, preserve and maintain, and exercise any other rights of an owner of, the Mortgaged Property, and use any other properties or facilities of Mortgagor relating to the Mortgaged Property, all without payment of rent or other compensation to Mortgagor;

(B) enter into such contracts and take such other action as Mortgagee reasonably deems appropriate to complete all or any part of the Improvements or any other construction on the Land, subject to such modifications and other changes in the plan of development as Mortgagee may reasonably deem appropriate;

(C) make, cancel (subject to any non-disturbance provisions contained in the leases approved by the Mortgagee or otherwise agreed to in writing by the Mortgagee), enforce or modify leases, obtain and evict tenants, fix or modify rents and, in its own name or in the name of Mortgagor, otherwise conduct any business of Mortgagor in relation to the Mortgaged Property and deal with Mortgagor's creditors, debtors, tenants, agents and employees and any other parties having any relationship with Mortgagor in relation to the Mortgaged Property, and amend any contracts between them, in any manner Mortgagee may reasonably determine;

(D) endorse, in the name of Mortgagor, all checks, drafts and other evidences of payment relating only to the Mortgaged Property, and receive, open and dispose of all mail addressed to Mortgagor relating only to the Mortgaged Property and notify the postal authorities to change the address for delivery of such mail to such address as Mortgagee may designate; and

(E) take such other action as Mortgagee deems appropriate to protect the security of this Mortgage.

(ii) Mortgagee may foreclose this Mortgage either by sale at public outcry or by proceedings in law or equity, and Mortgagee may become the purchaser at any foreclosure sale if the highest bidder, and, in the event of sale at public outcry, Mortgagee may sell or cause to be sold, all and singular, the Mortgaged Property and all the estate, right, title and interest, claim and demand therein, such sale or sales to be made at public outcry at the North door of the courthouse of the counties in which the Real Property is

located at such time or times and upon such terms as may be required by law or as Mortgagee may determine, after having first given notice of the time, place and terms of sale, together with the description of the property to be sold, by publication once a week for three consecutive weeks prior to said sale in any newspaper then published in the counties in Alabama in which the Real Property is located, and after giving such other notice of the time, place and terms of sale as may be required by law. In the event of a sale hereunder, Mortgagee or owners of the debt and Mortgage, or the auctioneer, shall execute to the purchaser for and in the name of Mortgagor, a good and sufficient deed to the Mortgaged Property. Mortgagee may sell such property consistent with Alabama law either as a whole or in separate parcels and in such order as Mortgagee may direct (Mortgagor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States (or cash equivalents acceptable to Mortgagee to the extent permitted by applicable law), payable at the time of sale. Mortgagee may postpone the sale of all or any part of the Mortgaged Property by public announcement at such time and place of sale, and from time to time after any such postponement may postpone such sale by public announcement at the time fixed by the preceding postponement. Mortgagee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including Mortgagee, may purchase at such sale, and any bid by Mortgagee may be, in whole or in part, in the form of cancellation of all or any part of the Secured Obligations.

(iii) With respect to any Personal Property, Mortgagee shall have in any jurisdiction where enforcement of this Mortgage is sought all remedies of a secured party under the UCC and may require Mortgagor, on demand, to assemble all Personal Property and make it available to Mortgagee at places that Mortgagee may select that are reasonably convenient for both parties, whether at the premises of Mortgagor or elsewhere.

(iv) Mortgagee may proceed to protect, exercise and enforce any and all other remedies provided under the Loan Documents or by applicable Laws.

All proceeds of collection, sale or other liquidation of the Mortgaged Property shall be applied first to all costs, fees, expenses and other amounts (including interest) payable by Mortgagor under § 3.10 of this Mortgage and to all other Secured Obligations not otherwise repaid in such order and manner as Mortgagee may determine, and the remainder, if any, to the person or persons legally entitled thereto.

Each of the remedies provided in this Mortgage is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Mortgage or by applicable Laws or under any other Loan Document. Each remedy may be exercised from time to time as often as deemed necessary by Mortgagee, and in such order and manner as Mortgagee may determine. This Mortgage is independent of any other security for the Secured Obligations, and upon the occurrence of an Event of Default, Mortgagee may proceed in the enforcement of this Mortgage

independently of any other remedy that Mortgagee may at any time hold with respect to the Mortgaged Property or the Secured Obligations or any other security. Mortgagor, for itself and for any other person claiming by or through Mortgagor, waives, to the fullest extent permitted by applicable Laws, all rights to require a marshaling of assets by Mortgagee or to require Mortgagee to first resort to any particular portion of the Mortgaged Property or any other security (whether such portion shall have been retained or conveyed by Mortgagor) before resorting to any other portion, and all rights of redemption, stay and appraisal.

3.11 Costs, Fees and Expenses. Mortgagor shall pay, on demand, all reasonable costs, fees, expenses, advances, charges, losses and liabilities of Mortgagee under or in connection with this Mortgage or the enforcement of, or the exercise of any remedy or any other action taken by Mortgagee under, this Mortgage or the collection of the Secured Obligations, in each case including (a) reconveyance and foreclosure fees of Mortgagee, (b) costs and expenses of Mortgagee or any receiver appointed under this Mortgage in connection with the operation, maintenance, management, protection, preservation, collection, sale or other liquidation of the Mortgaged Property or foreclosure of this Mortgage, (c) advances made by Mortgagee to complete or partially construct all or any part of the Improvements or any other construction on the Land or otherwise to protect the security of this Mortgage, (d) cost of evidence of title, (e) expenses of assuming the rights of Mortgagor in the Land, and (f) the reasonable fees and disbursements of Mortgagee's legal counsel and other reasonable out-of-pocket expenses, together with interest at the Default Rate, on all such amounts until paid.

3.12 Late Payments. By accepting partial payment of any part of the Secured Obligations after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other Secured Obligations or to declare a default for failure to so pay.

3.13 Attorney-in-Fact. Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact, with full authority in the place of Mortgagor and in the name of Mortgagor or Mortgagee, to take such action and execute such documents as Mortgagee may reasonably deem necessary or advisable in connection with the exercise of any Remedies or any other action taken by Mortgagee under this Mortgage.

3.14 Successors and Assigns. This Mortgage applies to and shall be binding on and inure to the benefit of all parties to this Mortgage and their respective successors and assigns.

3.15 Acceptance. Notice of acceptance of this Mortgage by Mortgagee is waived by Mortgagor. Mortgagee accepts this Mortgage when this Mortgage, duly executed and acknowledged, is made a public record as provided by laws.

3.16 Mortgagee's Statements. For any statement regarding the Secured Obligations, Mortgagee may charge the maximum amount permitted by law at the time of the request for such statement.

3.17 Mortgage. This Mortgage is made by Mortgagor, as the owner of the Land, in favor of Mortgagee, as the lender (the addresses of each of which are set forth in the first paragraph of this Mortgage). Mortgagor represents that a complete legal description of the Land and, if indicated, the proper street address, are set forth in Exhibit "A".

3.18 Fixture Filing. This Mortgage covers certain items which are or are to become fixtures related to the Land and constitutes a "fixture filing" with respect to such items executed by Mortgagor (as "debtor") in favor of Mortgagee (as "secured party").

3.19 Governing Law. This Mortgage shall be governed by, and construed and enforced in accordance with, the Laws of the State of Alabama.

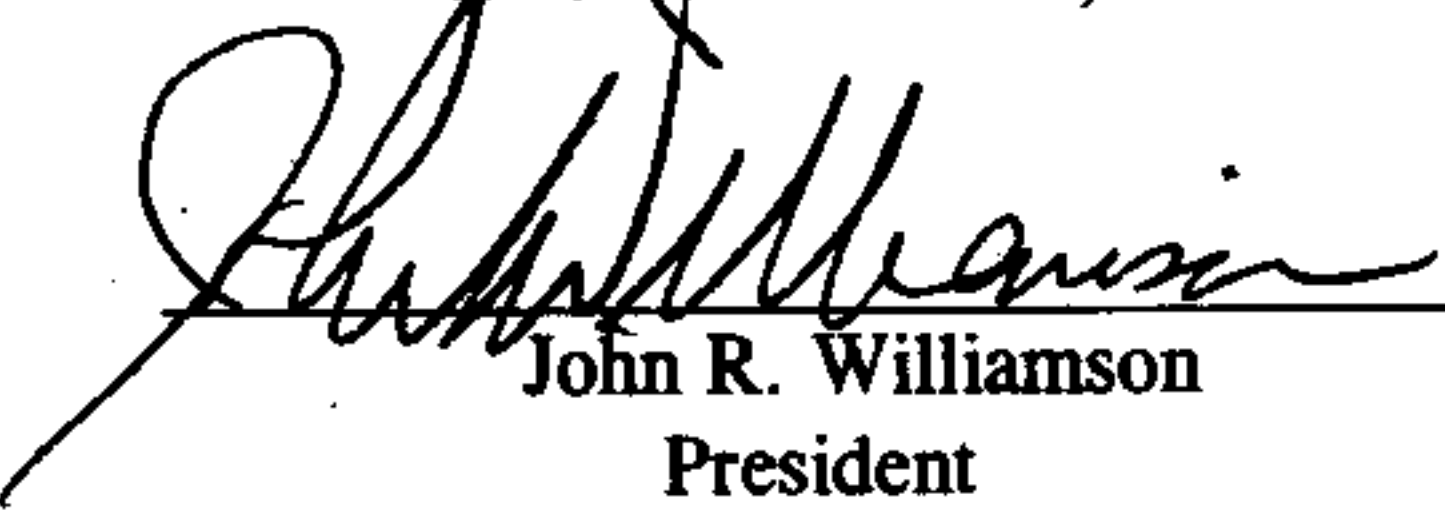
3.20 Request for Notice. Mortgagor requests that a copy of any notice of default and a copy of any notice of sale be mailed by Certified Mail, Return Receipt Requested, sent by Federal Express or other reputable overnight courier, charges prepaid, or personally delivered to Mortgagor at Mortgagor's address set forth above.

3.21 Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

-Signature on the following page -

"Mortgagor"

WILLIAMSON OIL CO., INC.


John R. Williamson
President

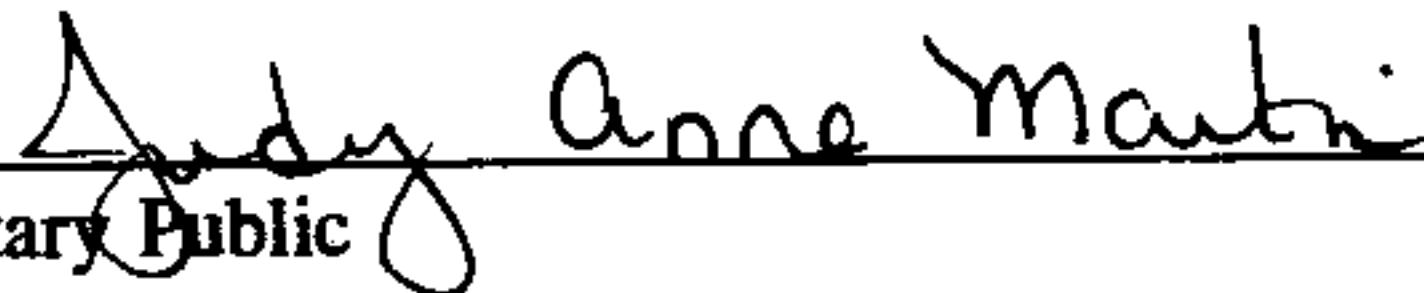
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John R. Williamson, whose name as President of WILLIAMSON OIL CO., INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said 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 seal, this 29 day of January, 1999.

[NOTARIAL SEAL]


Notary Public

My Commission Expires 3/9/2002

EXHIBIT A

LEGAL DESCRIPTION

Property 1 - Site #104 1000 Highway 431 North, Five Points Saks, Alabama 36201

A tract or parcel of land in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at an existing iron marking the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00 deg. 55' W., along the east line of said Lot 7, a distance of 149.55 ft. to an existing iron marking the NE Corner of said Lot 7; thence S 89 deg. 57' W., a distance of 173.24 ft. to an existing iron; thence N 42 deg. 07' E., a distance of 228.80 ft. to a point on the southwesterly ROW line of U.S. Highway No. 431; thence S 45 deg. 44' E., along the southwesterly ROW line of U.S. Highway No. 431, a distance of 399.18 ft. to an existing spike; thence S 41 deg. 55' W., along a flare in the ROW of U.S. Highway No. 431, a distance of 69.73 ft. to an existing spike; thence S 89 deg. 35' W., along the north line of a flare in the ROW line of U.S. Highway No. 431, a distance of 137.22 ft. to an existing spike; thence N 00 deg. 25' W., along the ROW, a distance of 13.32 ft. to a point on the north ROW line of 43rd Street; thence S 89 deg. 26' W., along the north ROW line of 43rd Street, a distance of 79.90 ft. to the point of beginning located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East, being more particularly described as follows:

Beginning at an existing iron marking the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00 deg. 55' W., along the east line of said Lot 7, a distance of 149.55 ft. to an existing iron marking the NE Corner of said Lot 7; thence S 89 deg. 57' W., a distance of 173.24 ft. to an existing iron; thence N 42 deg. 07' E., a distance of 228.80 ft. to a point on the southwesterly ROW line of U.S. Highway No. 431; thence S 45 deg. 44' E., along the southwesterly ROW line of U.S. Highway No. 431, a distance of 168.58 ft.; thence S 00 deg. 04' W., and along a line that runs parallel to and a distance of 32.0 ft. east of the east side of the sidewalk of the existing shopping center building, a distance of 213.71 ft. to a point on the north line of a flare in the ROW of U.S. Highway No. 431; thence S 89 deg. 35' W., along said line, 18.42 ft. to an existing

spike; thence N 00 deg. 25' W., along a ROW change, 13.32 ft.; thence S 89 deg. 26' W. along the north line of 43rd Street, a distance of 79.90 ft. to the point of beginning.

Property 2 - Site #148 8873 Highway 431, Albertville, Alabama 35950

Lots 1, 2, 3, 4, 5 and 6 in Block 2 of Campbell Evans Addition according to the survey and plat of property in the Northeast fourth of the Northeast fourth of Section 5, Township 9 South, Range 4 East in Marshall County, Alabama, dated June 18, 1957 and recorded in Plat Book 3, page 53, in the Probate Office of Marshall County, Alabama.

Property 3 - Site #150 43118 US Highway 72, Stevenson, Alabama 35772

Part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 2 South, Range 8 East, Huntsville Meridian, City of Stevenson, Jackson County, Alabama, more particularly described as follows:

Commence at the TVA Monument ET 18 EY having Ala. Grid East Coordinates of X=507,822.4 and Y=1,589,943.2 and run a tie line an Alabama Grid East bearing of North 12° 15.1' East a distance of 1,035.96 feet to a fence post hole at the Southeast corner of said Section 8; thence continue said tie line North 88° 53.7' West a distance of 2,051.26 feet along the section line to a cotton picker spindle set in the pavement of a city street known as Old Mt. Carmel Road and being on the Northwest right of way of U.S. Highway No. 72 and being the Point of Beginning; also being the Northeast corner of the First National Bank of Stevenson property (Deed Book 249, Page 549); thence leaving said right of way North 88° 53.7' West a distance of 373.28 feet along said section line and the North boundary of said bank property to a cotton picker spindle set in the pavement of said city street; thence North 05° 45.9' East a distance of 467.43 feet to a 5/8 inch rebar set; thence South 87° 59.5' East a distance of 174.0 feet to a 5/8 inch rebar found at the Southwest corner of the property of the Medical Clinic Board of the City of Stevenson (Document No. 86-14954); thence continue South 87° 59.5' East a distance of 200.0 feet to a 5/8 inch rebar found at the Southeast corner of said property of the Medical Clinic Board on the Northwest right of way of said highway; thence South 05° 48.3' West a distance of 366.07 feet along said right of way to the P.T. of a curve concave to the Northwest at St. 84+64.8; said point being on the West face of a disturbed 8 inch concrete right of way monument found; thence along said curve an arc distance of 95.54 feet (radius of 5,669.58 feet and chord of South 06° 17.4' West 95.54 feet) to a cotton picker spindle on the South boundary of said Section 8 and being the Point of Beginning.

LESS AND EXCEPT:

Commence at the Northwest corner of the SW 1/4 of the SE 1/4, Section 8, Township 2 South, Range 8 East; thence Southerly along the West line of said SW 1/4 of SE 1/4 a distance of 1,330 feet, more or less, to the present North right of way line of County Road No. 85; thence Easterly along said present North right of way line a distance of 398 feet, more or less, to the West line of the property herein to be conveyed and the Point of Beginning; thence continuing Easterly

along said present North right of way line a distance of 170 feet, more or less, to the present West right of way line of U.S. Highway No. 72; thence Northerly along said present West right of way line a distance of 60 feet, more or less, to a point that is Westerly of and at right angles to the centerline of Project No. APD-322(11) at Station 231+30; thence Southwesterly along a line a distance of 58 feet, more or less, to a point that is 60 feet Northerly of and at right angles to the centerline of the relocation of said county road at Station 18+00; thence Westerly along a curve to the left (concave Southerly) having a radius of 2,208.59 feet, parallel with the centerline of said relocation, a distance of 131 feet, more or less, to the West property line; thence Southerly along said West property line a distance of 40 feet, more or less to the Point of Beginning.

Property 4 - Site #154 29130 Alabama Highway 71, Higdon, Alabama 35979

A parcel of land located in the Southeast corner of the Northeast quarter of the Southwest quarter of Section 19, Township 2 South, Range 10 East in Jackson County, Alabama, and described as follows:

Beginning at the Southeast corner of said forty acre tract and running thence West along the South boundary of said forty 8.5 chains to the right of way of the new highway or Alabama State Highway Number 71; thence run in a Northeasterly direction with the Southeastern right of way of said highway 8.7 chains to a point on the East boundary of said forty 5.2 chains North of the Southeast corner thereof; thence run South along the East boundary of said forty 5.2 chains to the point of beginning.

Property 5 - Site #169 189 Alabama Highway 35, Fyffe, Alabama 35971

Part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 6 South, Range 7 East, Huntsville Meridian, Jackson County, Alabama, located at Duncans Crossroads and more particularly described as follows:

Commence at a 3/4 inch pin in a six inch square concrete monument at the Southwest corner of said Section 4 and run a tie line North 20° 20.9' East a distance of 3,274.08 feet to a 5/8 inch rebar set in a broken off 1-1/4 inch iron pin found on the Southeast right of way of Jackson County Highway No. 100 and being the Point of Beginning; thence North 20° 00.0' East a distance of 141.58 feet along said Southeast right of way to a railroad spike set at the intersection of said right of way and the Southwest right of way of Alabama highway No. 35 at Sta. 140+05 (66 foot right of way width); thence South 63° 00.4' East a distance of 254.05 feet along said state highway right of way to a 5/8 inch rebar with aluminum cap set at the Northwest corner of the Marcell Stiefel, et ux, property (Sta. 142+60); thence South 25° 53.7' West a distance of 150.42 feet (passing a disturbed one inch flat iron pin found at 0.6 feet) to a 5/8 inch rebar set at the Southwest corner of said Stiefel property (Book 227, Page 509); thence continue with said Stiefel property (Book 247, Page 824) South 25° 27.3' West a distance of 177.86 feet to a 5/8 inch rebar set at a corner with the New Sardis Baptist Church; thence N 66° 45.5' West a distance of 49.00 feet to a 5/8 inch rebar set; thence North 17° 32.0' East a distance of 102.00 feet to a 1/2 inch pin found at the Northeast corner of said church property; thence North 16° 53.8' East a distance of 104.27 feet to a 1/2 inch iron pipe found at the Northeast corner of the Robert

Thurmond, et ux, property (86-19152); thence North $67^{\circ} 25.3'$ West a distance of 161.01 feet along said Thurmond Northeast boundary to a 5/8 inch rebar set on the right of way of said County Highway No. 100 and being the Point of Beginning;

LESS AND EXCEPT:

Part of the S $\frac{1}{2}$ of NW $\frac{1}{4}$, Section 4, Township 6 South, Range 7 East, Jackson County, Alabama, being more fully described as follows: Commence at the Southeast corner of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$, said Section 4; thence North along the East line of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 435 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to the baseline of said project and the Point of Beginning of the property herein to be conveyed; thence Northwesterly, parallel with said baseline, a distance of 186 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to said baseline at Station 503+40; thence Southwesterly a distance of 26 feet, more or less, to a point that is 35 feet Easterly of and at right angles to the centerline of County Road #100 at Station 0+60; thence Southerly parallel with said centerline a distance of 60 feet to a point that is 35 feet Easterly of and at right angles to said centerline at Station 1+20; thence deflect an angle of 90° right for a distance of 7.5 feet, more or less, to the present East right of way line of County Road #100; thence Northerly along said right of way line a distance of 100 feet, more or less, to the present South right of way line of State Road #35; thence Southeasterly along said Southwest right of way line a distance of 256 feet, more or less, to the East property line; thence South along said East property line a distance of 23 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to said baseline; thence Northwesterly parallel with said baseline a distance of 40 feet, more or less, to the Point of beginning.

ALSO LESS AND EXCEPT:

Commence at a 6 inch square concrete monument marking the Southwest corner of Section 4, Township 6 South, Range 7 East of the Huntsville Meridian and proceed North 20 degrees 20 minutes 55 seconds East for a distance of 3,274.09 feet to a point on the East right of way boundary of Jackson County Road No. 100; thence proceed North 20 degrees 00 minutes 00 seconds East along the East R.O.W. boundary of said road for a distance of 40.39 feet to a point; thence proceed South 70 degrees 08 minutes 30 seconds East for a distance of 5.83 feet to a point; thence proceed North 20 degrees 00 minutes 00 seconds East along the East R.O.W. boundary of said county road for a distance of 59.94 feet to a point; thence proceed North 70 degrees 55 minutes 25 seconds East along a R.O.W. change for a distance of 25.50 feet to a point on the Southwest R.O.W. boundary of Alabama Highway No. 35 (Project No. FLEX-F436(31)); thence proceed South 62 degrees 58 minutes 57 seconds East along the Southwest R.O.W. boundary of said highway for a distance of 201.02 feet to the Point of Beginning; thence continue South 62 degrees 58 minutes 57 seconds East along said R.O.W. boundary for a distance of 25.00 feet to a point; thence leaving said R.O.W. boundary, proceed South 25 degrees 53 minutes 56 seconds West for a distance of 128.37 feet to a point; thence proceed South 25 degrees 27 minutes 38 seconds West for a distance of 177.91 feet to a point; thence proceed North 66 degrees 45

minutes 50 seconds West for a distance of 25.00 feet to a point; thence proceed North 25 degrees 38 minutes 30 seconds East for a distance of 307.93 feet to the Point of Beginning.

Property 6 - Site #175 8361 Highway 31 N, Calera, Alabama 35040

All that tract or parcel of land lying and being in Lots 438 and 439, according to N.B. Dare's Map and Survey of the Town of Calera, Shelby County, Alabama, and more particularly described as follows:

Beginning at the Northeasterly intersection of the Easterly right of way of Montgomery Avenue (U.S. Highway 31) and the Northerly right of way line of Patton Avenue; thence running in a Northerly direction along the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) a distance of 90 feet, more or less, to an iron pin on the lot line of Lots 438 and 437, said point being the point of beginning; thence continuing in a Northerly direction along the Easterly right of way of Montgomery Avenue (U.S. Highway No. 31) a distance of 120.0 feet to an iron pin; said iron pin being the Northwesterly corner of Lot 439; thence running in an Easterly direction along the Northerly property line of Lot 439 and the Southerly right of way line of an alley a distance of 150.0 feet to an iron pin; thence running in a Southerly direction along the easterly property line of Lots 439 and 438 a distance of 120.0 feet to an iron pin; thence running in a Westerly direction along the Southerly property line of Lot 438 and the Northerly property line of lot 437 a distance of 150.0 feet to an iron pin in the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) and the point of beginning; being situated in Shelby County, Alabama.

Property 7 - Site #181 88801 Highway 9 North, Lineville, Alabama 36266

Begin at the intersection with the South right-of-way of Highway #9 (Main Street) with the West right-of-way of Highway #49 (3rd Avenue South) and run Southerly along the West right-of-way Highway #49 (3rd Avenue South) a distance of 129.50 feet; thence deflect 88 degrees, 51 minutes, 39 seconds right and run a distance of 100.00 feet to a point on the West line of Parcel 3, Block A of the Bell Subdivision as recorded in Deed Book "W" Page 558, Clay County Probate Office, thence deflect 91 degrees, 32 minutes, 48 seconds right and run Northerly along the West line of Parcel 3 also being the East line of a 30.00 foot alley a distance of 29.34 feet; thence deflect 91 degrees, 32 minutes, 48 seconds left and run Westerly along the North line of said alley a distance of 30.00 feet; thence deflect 88 degrees 27 minutes 12 seconds left and run Southerly along the East line of Parcel 2, Block A Bell Subdivision, also being the West line of a 30.00 foot alley a distance of 99.32 feet to the Southeast corner of Parcel 2; thence deflect 88 degrees, 27 minutes, 05 seconds right and run Westerly along the South line of Parcel 2 also being the North line of a 16.00 foot alley a distance of 99.94 feet; thence deflect 90 degrees 16 minutes 32 seconds right and run a distance of 199.93 feet to a point on the South right-of-way of Highway #9 (Main Street); thence deflect 89 degrees 50 minutes 56 seconds right and run Easterly along the South right-of-way of Highway #9 (Main Street) a distance of 233.45 feet to the Point Of Beginning. Said parcel of land being a portion of Parcels 2 and 3, Block A, Bell Subdivision as recorded in Deed Book "W", Page 558, Clay County Probate Office and a portion of the SE 1/4 of the SE

1/4, Section 1, Township 20 South, Range 8 East, lying and being in Lineville, Clay County, Alabama.

ALSO:

That certain strip of land designated as a 30 foot alley and more particularly described as follows, to-wit:

Begin at the intersection with the South right-of-way of Highway #9 (Main Street) with the West right-of-way of Highway #49 (3rd Avenue South) and run Southerly along the West right-of-way of Highway #49 (3rd Avenue South) a distance of 129.50 feet; thence deflect 88 degrees, 51 minutes, 39 seconds right and run a distance of 100.00 feet to a point on the West line of Parcel 3, Block A of the Bell Subdivision as recorded in Deed Book "W" Page 558, Clay County Probate Office and the Point of Beginning, thence deflect 91 degrees, 32 minutes, 48 seconds right and run Northerly along the West line of Parcel 3 also being the East line of this 30.00 foot alley a distance of 29.34 feet; thence deflect 91 degrees, 32 minutes, 48 seconds left and run Westerly along the North line of said alley a distance of 30.00 feet; thence deflect 88 degrees 27 minutes 12 seconds left and run Southerly along the East line of Parcel 2, Block A Bell Subdivision, also being the West line of this 30.00 foot alley a distance of 29.34 feet; thence run Easterly a distance of 30 feet to the Point Of Beginning.

Property 8 - Site #187 800 East Battle Street, Talladega, Alabama 35160

Begin at the intersection with the Northwesterly ROW of East Battle Street and the Northeasterly ROW of Tinney Street and run Northwesterly along the Northeasterly ROW of Tinney Street, a distance of 184.49 ft.; thence deflect 86 deg. 43' 11" right and run Northeasterly a distance of 196.43 ft.; thence deflect 90 deg. 31' 49" right and run Southeasterly a distance of 76.22 ft.; thence deflect 1 deg. 02' 00" right and continue Southeasterly a distance of 7.44 ft.; thence deflect 1 deg. 48' 08" right and continue Southeasterly a distance of 110.00 ft. to a point on the Northwesterly ROW of East Battle Street; thence deflect 89 deg. 17' 52" right and run Southwesterly along the Northwesterly ROW of East Battle Street a distance of 199.84 ft. to the point of beginning.

Said parcel of land being a portion of the NW 1/4 of the NE 1/4, Section 26, Township 18 South, Range 5 East, lying and being in Talladega County, Alabama

Property 9 - Site #188 64940 Alabama Highway 77, Talladega, Alabama 35160

Commence at a 1/2" rebar in place accepted as the Northwest intersection of Sloan Avenue and Jackson Trace Road as now located in the City of Talladega, Alabama, said point being the point of beginning. From this beginning point proceed North 89 degrees 18 minutes 52 Seconds West along the North right-of-way line of said Sloan Avenue for a distance of 165.50 feet to a 1/2" rebar in place; thence proceed North 00 degrees 25 minutes 10 seconds West for a distance of 173.47 feet to a 2" pipe in place; thence proceed North 79 degrees 09 minutes 55 seconds East for a distance of 17.24 feet to a 1/2" rebar in place; thence proceed South 20 degrees 56 minutes 46

seconds East for a distance of 70.33 feet; thence proceed North 87 degrees 25 minutes 51 seconds East for a distance of 22.0 feet; thence proceed North 36 degrees 46 minutes 11 seconds West for a distance of 12.32 feet; thence proceed North 89 degrees 32 minutes 22 seconds East for a distance of 47.16 feet to a point on the Westerly right-of-way line of said Jackson Trace Road; thence proceed Southeasterly along the Westerly right-of-way line of said road for a chord bearing and distance of South 26 degrees 52 minutes 50 seconds East, 139.27 feet to the point of beginning.

ALABAMA SHELBY COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED

99 FEB 1 AM 9 33

ARTHUR G. HARRIS
PROBATE JUDGE

Inst # 1999-04988

::ODMA\PCDOCS\DOCSBHM\648192\I

02/04/1999-04988
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
021 CRH 59.50