


STATE OF ALABAMA)
SHELBY COUNTY)

NOTICE OF ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

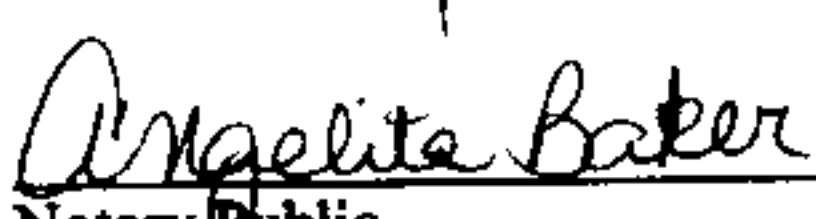
That HARRY W. PEARCE as Attorney in Fact for LOUISE M. PEARCE (a copy of said Power of Attorney is attached and made a part hereto as Exhibit "1"), has assigned any and all interests of the said LOUISE M. PEARCE in and to that certain mortgage made and entered into on the 1st day of October, 1998, between Michael D. Fuller as President of Tyrol, Inc., an Alabama corporation and member of Equine Partners, LLC, an Alabama limited liability company, as Mortgagors and Harry W. Pearce and wife, Louise Pearce, as Mortgagees, and recorded on the 2nd day of October, 1998, in the Office of the Probate Judge of Shelby County, Alabama, as Instrument No. 1998-38417 (a copy of which is attached and made a part hereto as Exhibit "2"), to CLAYTON T. SWEENEY as Trustee of the Louise M. Pearce Trust pursuant to a Trust Agreement entered into on the 20th day of July, 1999. The said Mortgage is for the property described in the Exhibit "A" attached to said Mortgage.

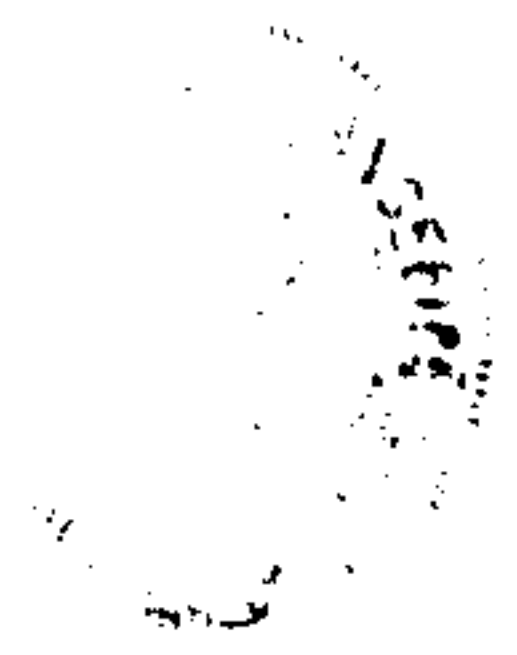

Clayton T. Sweeney, as Trustee for the
Louise M. Pearce Trust

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State and County or in and for said State at Large, hereby certify that Clayton T. Sweeney, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, that the statements contained therein are true and correct and that he executed the same voluntarily.

Given under my hand and seal this 20th day of July, 1999.


Notary Public
My commission expires: 12/2/00



CLAYTON T. SWEENEY, ATTORNEY AT LAW

Inst # 1999-36141

08/27/1999-36141
11:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 HHS 36.00

EXHIBIT "2"

Prepared by:
Dominick, Fletcher, Yeilding,
Wood & Lloyd, P.A.
2121 Highland Avenue
Birmingham, Alabama 35205

MORTGAGE

STATE OF ALABAMA)
 KNOW ALL MEN BY THESE PRESENTS;
SHELBY COUNTY)

WHEREAS, EQUINE PARTNERS, LLC, an Alabama limited liability company (hereinafter called "Mortgagor"), is justly indebted to HARRY W. PEARCE and wife, LOUISE PEARCE (hereinafter called "Mortgagee"), in the principal sum of Two Million and No/100 Dollars (\$2,000,000.00) evidenced by a Promissory Note of even date herewith, and being due and payable according to the terms thereof but not later than October 1, 2001 (the "Promissory Note"); and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this Mortgage should be given to secure the prompt payment thereof;

NOW, THEREFORE, in consideration of the premises, said Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT A ATTACHED
HERETO AND MADE A PART HEREOF

In the event the Mortgagor should convey the Property, or any part thereof or any interest therein, during the term of the Mortgage without the consent of the Mortgagee, the Mortgage will become immediately due and payable. Mortgagee shall have an absolute obligation to release the Property from the lien of this Mortgage upon payment to Mortgagee of all amounts due to Mortgagee pursuant to the Promissory Note. Mortgagee further shall have an absolute obligation to release any portion of the Property from the lien of this Mortgage upon payment to Mortgagee of a release price of Twelve Thousand Two Hundred Fifty and No/Dollars (\$12,250.00) per acre (or a prorated amount for a fraction thereof), which payment shall be applied to the principal balance due under the Promissory Note. The number of acres which shall be released from the lien of this Mortgage shall be determined by dividing the amount of the principal payment made to Mortgagee by the release price of \$12,250.00. The location of the acres which shall be released from the lien of this Mortgage upon a payment of principal to Mortgagee shall be determined by Mortgagor in Mortgagor's sole discretion.

Contemporaneously herewith, Mortgagor is purchasing from Mortgagee certain real property situated in Shelby County, Alabama which is adjacent to and adjoins the Property made the subject of this Mortgage and fronts Old Highway #280 (the "Adjacent Property"). Mortgagor hereby covenants and agrees to provide to Mortgagee reasonable access to the Property made the subject of this Mortgage over and across the Adjacent Property. Such right of access to Mortgagee, their heirs, personal representatives, attorneys-in-fact, successors and assigns shall terminate and automatically extinguish upon payment in full of the Promissory Note.

Inst # 1998-38417

10/02/1998-38417
08:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CRN 3018.50

CARROLL TITLE

TO HAVE AND TO HOLD the above granted Property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said Property, and should default be made in the payment of same, the said Mortgagee may at the Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements, if any, on said Property insured against loss or damage by fire, storm, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee upon Mortgagee's request; and if Mortgagor fails to keep said improvements on said Property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said Property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns shall be authorized to take possession of the Property hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof) where the Property is located, at public outcry, to the highest bidder for cash and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and Mortgagor further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said Property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this Mortgage should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Mortgagee acknowledges and agrees that its sole remedy upon Mortgagor's default in the payment of the Promissory Note or performance of any obligation hereunder shall be to foreclose this Mortgage, it being the intent of the parties that no deficiency judgment or recourse shall be sought or taken against ~~Mortgagor~~, the Members of Mortgagor or the shareholders of such Members.

mk

This Mortgage and the terms and conditions hereof shall be binding upon Mortgagor, Mortgagee, and their heirs, personal representatives, attorneys-in-fact, successors and assigns.

IN WITNESS WHEREOF, Mortgagor, Equine Partners, LLC, an Alabama limited liability company, by and through Michael D. Fuller, as President of Tyrol, Inc., as Member

of Equine Partners, LLC, who is authorized to execute this Mortgage as provided in Mortgagor's Articles of Organization, the Operating Agreement and First Amendment to the Operating Agreement, which, as of this date have not been further modified or amended, has hereto set its signature and seal, this the 15 day of October, 1998.

EQUINE PARTNERS, LLC, an Alabama limited liability company

By: Tyrol, Inc., Its Member

By: Michael D. Fuller
Michael D. Fuller
Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Michael D. Fuller, whose name as President of Tyrol, Inc., an Alabama corporation, as Member of Equine Partners, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on 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 said corporation, acting in its capacity as Member as aforesaid.

Given under my hand and seal this the 15 day of October, 1998.

[SEAL]

Notary Public
Notary Public

My commission expires:

7/22/02

**EXHIBIT A TO THE
MORTGAGE FROM
EQUINE PARTNERS, LLC
TO HARRY W. PEARCE and wife, LOUISE PEARCE**

**First *American Title Insurance Company*
COMMITMENT
SCHEDULE C**

Agent File No.: 117635C

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

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 17, the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 20, all in Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:
Begin at the NW corner of said Section 20; thence run in a Easterly direction along the North line of said Section on a bearing of North 89 deg. 49 min. 41 sec. East, a distance of 1326.57 feet to a point; thence turn an angle to the left and run North along the West line of the SE 1/4 of the SW 1/4 of said Section 17, on a bearing of North 00 deg. 19 min. 23 sec. West, a distance of 774.25 feet to a point; thence turn an angle to the right and run in a Easterly direction on a bearing of North 89 deg. 37 min. 31 sec. East, a distance of 661.67 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 31 deg. 06 min. 20 sec. East a distance of 817.60 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 03 deg. 29 min. 11 sec. West, a distance of 514.24 feet to a point; thence turn an angle to the left and run in a Southeasterly direction, on a bearing of South 09 deg. 42 min. 35 sec. East a distance of 251.14 feet to a point; thence turn an angle to the left and run in a Easterly direction, on a bearing of North 89 deg. 56 min. 21 sec. East, a distance of 239.23 feet to a point; thence turn an angle to the right and run in a Southerly direction on a bearing of South 00 deg. 17 min. 11 sec. East, a distance of 566.47 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 65 deg. 54 min. 11 sec. West, a distance of 141.71 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 85 deg. 15 min. 24 sec. West, a distance of 65.94 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 63 deg. 19 min. 44 sec. West, a distance of 77.29 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 13 deg. 07 min. 55 sec. West, a distance of 133.95 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 67 deg. 48 min. 10 sec. West, a distance of 57.64 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 47 deg. 54 min. 54 sec. West, a distance of 60.43 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 28 deg. 01 min. 50 sec. West, a distance of 166.51 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 55 deg. 29 min. 42 sec. West a distance of 130.64 feet to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 85 deg. 57 min. 41 sec. West, a distance of 223.81 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 80 deg. 43 min. 32 sec. West, a distance of 125.14 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 03 deg. 30 min. 06 sec. West a distance of 123.59 feet to a point; thence turn an angle to the right and run

EXHIBIT "1"

STATE OF ALABAMA)

JEFFERSON COUNTY)

DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, **LOUISE PEARCE**, residing in **Jefferson County, Alabama**, do hereby constitute and appoint my husband, **HARRY W. PEARCE**, as my true and lawful Attorney-in-Fact (my "Attorney-in-Fact").

My Attorney-in-Fact shall have full power of substitution to appoint a substitute as Attorney-in-Fact for me and in my name, place and stead.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY, OR INCAPACITY OF THE UNDERSIGNED.

This Power of Attorney shall not be affected by the lapse of time.

My Attorney-in-Fact shall have the authority customarily granted in a general power of attorney, including, but not limited to, the following:

1. **Generally Act in My Name, Place and Stead.** Without in any way limiting the following, generally to do, execute and perform any other act, deed, duty, right, obligation, matter or thing whatsoever, relating to any person, matter, transaction or property, real or personal, tangible or intangible, that I now have or hereafter acquire, that ought to be done, executed or performed, or that in the opinion of my said Attorney-in-Fact ought to be done, executed or performed in and about the premises, of every nature and kind whatsoever, as fully and completely as I could do if personally present.
2. **Buy and Sell Property.** To acquire, purchase, exchange, hold, sell, convey, encumber, mortgage, lease or otherwise obtain or dispose of any and all real or personal property, tangible or intangible, or interests therein on such terms and conditions as my Attorney-in-Fact shall deem proper, with full authority to make, execute and deliver any agreement, bond, deed, bill of sale, mortgage, contract or other document or instrument in connection with the exercise of said powers; and to ask, collect and receive any rents, profits, issues or income of any and all of such property, or of any part or parts thereof. Particularly, my Attorney-in-Fact shall have the power and is authorized to close the sale of 200 acres, plus or minus, situated in the Narrows on Old Highway 280, Shelby County, Alabama, and to execute on my behalf the deed, closing statement, lien waiver, and any and all other documents necessary to complete the sale of said property.
3. **Manage Property.** To enter upon, take possession of, maintain, repair, improve, invest, manage, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire in my name and for my benefit, upon such terms and conditions as my Attorney-in-Fact shall deem proper.

10/02/1998-38415
08:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CRH 21.00

1998-38415

11:52

CANADA TITLE

4. **Collect Debts.** To forgive, compromise, demand, sue for, collect, sell, recover, receive, hold or in any other manner deal with all goods, claims, legacies, bequests, devises, debts, checks, drafts, deposits, dividends, pension benefits, profit sharing benefits, social security benefits, any other benefits, insurance, property (real or personal, tangible or intangible), property rights, monies, interests and demands whatsoever, liquidated or unliquidated, now or hereafter owned by me, now due or that may hereafter be due or belong to me, or in which I now have or hereafter acquire an interest, and to make, execute and deliver receipts, releases or other discharges thereof, under seal or otherwise.
5. **Pay Debts.** To pay any and all indebtedness of mine in such manner and at such times as my Attorney-in-Fact may deem appropriate.
6. **Execute Contracts.** To execute any and all contracts of every kind or nature.
7. **Defend Claims.** To defend, settle, adjust and compromise all actions, suits, accounts, claims and demands whatsoever that now or hereafter shall be pending between me and any firm, corporation or person, in such manner and in all respects as my Attorney-in-Fact shall think satisfactory.
8. **Transfer Vehicles.** To apply for a certificate of title upon, and endorse and transfer title thereto, for any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.
9. **Hold or Sell Investments.** To hold or sell, exchange, or otherwise dispose of any and all shares of stock, bonds, interests in partnerships or trusts or other securities, including United States securities, now or hereafter belonging to me without being limited as to type of investment by any constitution, statute or rule of law and without regard to whether or not the investment is a so called "legal" investment, and to make, execute and deliver an assignment or assignments of any such shares of stock, bonds, interests or other securities.
10. **Make Investments.** To invest and reinvest in my name in such loans, bonds, stocks, interests in partnerships or trusts, mortgages, securities, shares of regulated investment companies or trusts, or other property, real or personal, or to purchase options for such purposes, or to exercise options, rights, or warrants, to purchase securities or other property, the same as I could do if personally present without being limited as to type of investment by any constitution, statute or rule of law and without regard to whether or not such investment is a so called "legal" investment.
11. **Conduct and Manage Businesses.** To conduct, manage or participate in any lawful business of whatever nature for me and in my name; to execute partnership agreements and amendments thereto; to incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; to elect or employ officers, directors and agents; to

carry out the provisions of any agreement for the sale of any business interest or the stock therein; and to exercise voting rights with respect to stock, either in person or by proxy, and to exercise stock options; to waive notice of meetings and give consent for or with respect thereto.

12. **Write Checks.** To make, sign and deliver checks and drafts upon any financial institutions wherever located where I have an account, the same as I could do if personally present.
13. **Make Deposits and Withdrawals.** To deposit or withdraw the funds or acquire and redeem certificates of deposit in my name and in any bank, savings and loan association or any financial institution wheresoever located, and to acknowledge receipt of said funds and to make application for withdrawal of said funds the same as I could do if personally present.
14. **Lend or Borrow.** To lend or borrow money (including the power to borrow against the cash surrender value of any life insurance policy now or hereafter owned by me) on such terms as my Attorney-in-Fact deems appropriate and to make, execute and deliver any note or notes, bond or bonds, security agreements or any other instruments or contracts on my account to and for any amount and with such security, whether real or personal property which my Attorney-in-Fact may deem meet or expedient.
15. **Access Safe Deposit Boxes.** To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise this power.
16. **Make Tax Elections.** To make, execute and file joint or separate income tax returns or declarations of estimated tax for any year or years; to make, execute and file gift tax returns with respect to gifts made by or for me for any year or years; to consent to any gift and to utilize any gift-splitting provision or other tax election, and to make, execute and file any claims for refund of any tax.
17. **Receive Information.** To request, receive and review any information, verbal or written, regarding my financial affairs or my physical or mental health, including medical and hospital records, to execute any releases or other documents that may be required in order to obtain such information, and to disclose such information to such persons, organizations, firms or corporations as my Attorney-in-Fact shall deem appropriate.
18. **Make Medical Decisions.** To give or withhold consent to any medical procedure, test, treatment or other medical attention or services for me, to make decisions with respect to same, including choice of a physician; choice of a hospital or nursing home or retirement home or other such facility; to revoke, withdraw, modify or change consents to such

procedures, treatments or other services and to provide such other care, comfort, maintenance and support as my Attorney-in-Fact may deem necessary.

19. **Employ Medical Personnel.** To employ, compensate and discharge medical personnel including such physicians, psychiatrists, dentists, nurses, and therapists as my Attorney-in-Fact shall deem necessary for my physical, mental and emotional well-being.
20. **Employ Other Professionals.** To employ, compensate and discharge any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, or other persons in and about the performance of these presents as my Attorney-in-Fact shall deem necessary.
21. **Manage Individual Retirement Accounts and Benefit Plans.** To exercise all rights, privileges, elections, and options I have with regard to any individual retirement account; pension, profit sharing, stock bonus, Keogh or other retirement plan; or other benefit or similar arrangement; including, but not limited, to make withdrawals; to determine forms of payments on behalf of me or my beneficiaries; to designate beneficiaries, including contingent beneficiaries; to make, change, or alter investment decisions; to change custodians or trustees; to make or complete rollovers; and to make direct "trustee-to-trustee" or similar type transfers of the assets, rights, or other benefits thereof.
22. **Provide for Support.** To use and apply so much of the income and principal of the assets comprising my estate as may be necessary or desirable, in the sole discretion of my Attorney-in-Fact, for my maintenance and support, and for the maintenance and support of any person dependent upon me, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Any provision herein to the contrary notwithstanding, my Attorney-in-Fact shall have no power or authority to use or apply the principal to discharge any legal obligation that my Attorney-in-Fact or any other person may have to support me or any dependent or beneficiary of mine, except to the extent that there are not assets reasonably available to the person having the obligation of support to pay the same.
23. **Trusts.** To transfer, assign and convey any property or interest in property, the legal or equitable title to which is in my name, to any trust of which I am the primary beneficiary during my lifetime and under the terms of which I expressly have the power to amend or revoke such trust, and to exercise any right of withdrawal of income or principal which I may have pursuant to the terms and conditions of such trust, whether such trust was created before or after the execution of this Durable Power of Attorney.
24. **Exercise Powers of Appointment and Make Disclaimers.** To exercise or release powers of appointment in whole or in part and to disclaim or renounce in whole or in part any interest that I might otherwise have as a joint owner, beneficiary, heir or otherwise and in exercising such discretion, my Attorney-in-Fact may take into account such matters as shall include but shall not be limited to any reduction in estate or inheritance taxes on my

estate, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property.

Notwithstanding any other provision of this Durable Power of Attorney, the grant of authority under this instrument does not include the power to make transfers of my property for the purpose of making gifts on my behalf.

No Limitation of Power. The enumeration of specific powers herein is not intended to, nor does it, limit or restrict the general powers herein granted to my Attorney-in-Fact.

Indemnity of Attorney-in-fact. I hereby bind myself and my estate to defend, hold harmless and indemnify my Attorney-in-Fact from and against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which my Attorney-in-Fact at any time may sustain or incur in connection with carrying out the authority granted my Attorney-in-Fact in this Durable Power of Attorney to the extent that my Attorney-in-Fact attempts in good faith to discharge his or her fiduciary obligation hereunder.

Reliance by Third Parties. Third parties may rely upon the representations of my Attorney-in-Fact as to all matters relating to any power granted to my Attorney-in-Fact, and no person who may act in reliance upon the representations of my Attorney-in-Fact or the authority granted to my Attorney-in-Fact shall incur any liability to me or my estate as a result of permitting my Attorney-in-Fact to exercise any power.

Ratification and Declaration of Standard of Performance. I do hereby ratify and confirm all that my Attorney-in-Fact shall do or cause to be done in and about the premises by virtue of this Durable Power of Attorney and declare that my Attorney-in-Fact shall not be liable to me or my estate for any acts or omissions with respect hereto to the extent that my Attorney-in-Fact attempts in good faith to discharge his or her fiduciary obligation hereunder.

Nomination of Guardian and Conservator. In the event proceedings are hereafter commenced by any person to appoint a guardian, conservator, or other fiduciary charged with the management of any part or all of my property, then I hereby nominate and appoint my Attorney-in-Fact to serve as such guardian, conservator or other fiduciary. I hereby exempt any person nominated herein from giving bond while serving as such conservator or other fiduciary, pursuant to Alabama Code section 26-2A-139 (1975) as amended, or pursuant to similar statutes or common law.

Governing Law. This instrument is executed and delivered in the State of Alabama, and the laws of the State of Alabama shall govern all questions as to the validity of this power and the construction of its provisions.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney and affixed my seal on this the 28 day of SEPTEMBER, 1998.

WITNESSES:

Garry W Pearce
Print Name: GARRY W PEARCE

Craig Pearce
Print Name: CRAIG PEARCE

X

LOUISE PEARCE
(her mark)

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LOUISE PEARCE, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Durable Power of Attorney, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of September, 1998.

[Signature]
Notary Public

[SEAL]

My Commission Expires 4-12-99

67722

Inst # 1998-38415

610/02/1998-38415
08:32 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

006 CRN 21.00

TOTAL P.007

in a Southwesterly direction on a bearing of South 54 deg. 18 min. 49 sec. West, a distance of 118.77 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 35 deg. 14 min. 31 sec. West, a distance of 333.52 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 39 deg. 44 min. 55 sec. East, a distance of 76.28 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 85 deg. 42 min. 57 sec. East, a distance of 81.18 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 56 deg. 36 min. 26 sec. East, a distance of 72.21 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 44 deg. 27 min. 49 sec. East, a distance of 171.87 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 83 deg. 54 min. 20 sec. East a distance of 254.26 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 72 deg. 23 min. 08 sec. East, a distance of 116.67 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 85 deg. 09 min. 13 sec. East, a distance of 304.81 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 64 deg. 04 min. 13 sec. East, a distance of 81.11 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 71 deg. 40 min. 42 sec. East, a distance of 181.73 feet to a point said point being on the East line of the NW 1/4 of said Section 20; thence turn an angle to the right and run in a Southerly direction along said East line on a bearing of South 00 deg. 17 min. 11 sec. East, a distance of 1074.15 feet to a point, said point being at the SE corner of said NW 1/4; thence turn an angle to the right and run in a Westerly direction along South line of said NW 1/4 on a bearing of South 89 deg. 16 min. 06 sec. West a distance of 2653.78 feet to a point, said point being on the West line of said Section 20; thence turn an angle to the right and run in a Northerly direction along said West line on a bearing of North 00 deg. 16 min. 29 sec. West a distance of 2687.70 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING PARCEL:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 20, Township 19 South, Range 1 West, and run thence South 580 feet; thence turn at a right angle and go 106 feet to a point on the South side of an unpaved road, which is the point of beginning of the parcel herein described; thence South 300 feet; thence West 300 feet; thence North 300 feet, more or less, to a point on the South side of said unpaved road; thence East along the South side of said unpaved road a distance of 300 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

ALSO, an Easement of a uniform width of 20 feet on and along said unpaved road to provide ingress and egress to and from the above described parcel and U. S. Highway 280. Being situated in Shelby County, Alabama.

Inst # 1999-36141

08/27/1999-36141
11:41 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
012 NMS 36.00

Inst # 1998-38417

10/02/1998-38417
08:37 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 CRH 3018.50