

STATE OF ALABAMA)
)
 COUNTIES OF AUTAUGA, BIBB,)
 CALHOUN, CHILTON, CLAY,)
 CLEBURNE, COOSA,)
 ELMORE, ETOWAH,)
 RANDOLPH, SHELBY, ST. CLAIR,)
 TALLADEGA, and TALLAPOOSA)

Inst # 2000-36787
 10/23/2000-36787
 01:10 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 049 HMB 157.00

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS made this 19th day of October, 2000, between **CAHABA FORESTS, LLC**, a Delaware limited liability company ("**Mortgagor**"), whose address is 99 High Street, 26th Floor, Boston, Massachusetts 02110-2320 and **TRAVELERS INSURANCE COMPANY**, a Connecticut corporation ("**Mortgagee**"), whose address is 6750 Poplar Avenue, Suite 109, Memphis, Tennessee 38138, in its capacity as Collateral Agent for the Senior Noteholders under and as defined in the Note Purchase Agreement dated as of October 19, 2000, as it may be amended from time to time (the "**Note Purchase Agreement**") between Mortgagor and the Senior Noteholders named therein.

WITNESSETH:

A. Mortgagor is or may become indebted to the Senior Noteholders named in the Note Purchase Agreement pursuant to which Mortgagor will issue certain notes (the "**Senior Noteholder Notes**") in principal sums up to U.S. Seventy Four Million Dollars (\$74,000,000);

B. Mortgagor has agreed to grant this Mortgage to secure such indebtedness of Mortgagor to the Senior Noteholders (the Note Purchase Agreement and all other agreements executed by Mortgagor as required by the Note Purchase Agreement being hereinafter referred to collectively as the "**Note Documents**"); and

C. The respective rights and priorities of the Senior Noteholders are governed by that certain Collateral Agency and Intercreditor Agreement dated as of October 19, 2000.

NOW, THEREFORE, the undersigned, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, including future advances up to said principal sum, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions, and agreements as set forth in the Note Documents and as hereinafter set forth, has bargained and sold and does hereby grant, bargain, sell, alienate, and convey unto the Mortgagee, its successors and assigns, the following described land, real estate, timber, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Mortgagor and

subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter sometimes referred to as the "**Mortgaged Property**") to-wit:

A. All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**");

B. All Improvements (as hereinafter defined) and all appurtenances, easements, rights and privileges thereof, including all thermal energy and other geothermal resources, all of Mortgagor's right, title and interest in Minerals (as that term is hereinafter defined), sand, gravel, dirt and rock located in, on, under or pertaining to the Land, and any and all surface access and mining or drilling rights and any and all royalty, leasehold and other contractual rights of Mortgagor pertaining to any of the foregoing, and all air rights, water rights and development rights;

C. All crops and all trees, whether now located in or on or hereafter planted or growing in or on the Land, and all timber (whether or not merchantable), whether severed or unsevered, including standing and downed timber, and stumps and cut timber remaining on the Land, and all Forest Products (as that term is hereinafter defined) arising out of, generated by or from, or in any way related to Mortgagor's business operations conducted on or from the Land, and any and all products or proceeds of any of the foregoing and wherever located (collectively the "**Timber**");

D. All Timber Related Collateral (as that term is hereinafter defined), wherever located;

E. All Cutting Rights Agreements, Timber Sales Agreements and Harvesting Contracts (as such terms are hereinafter defined), whether now existing or hereinafter entered into by Mortgagor or any predecessor or successor in interest;

F. All Fixtures (as hereinafter defined), whether now or hereafter installed, being hereby declared to be for all purposes of this Mortgage a part of the Land;

G. The rents, issues and profits (including royalties, revenues and other income) of or from the Land, the Timber, the Minerals, the Improvements and the Fixtures (the "**Rents**");

H. All building materials, fixtures, fittings, and personal property of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of being used or useful in connection with the property described in Exhibit A, whether such materials, fixtures, fittings, and personal property are actually located on or adjacent to said property or not, and whether in storage or otherwise, wheresoever the same may be located including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative

fixtures, ranges, refrigerators, dishwashers, disposals, and in general all building materials of every kind and character used or useful in connection with said improvements;

I. All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral and mining rights above and below the surface, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same;

J. All Mortgagor's right, title and interest as subtenant under that certain Sublease dated February 10, 2000, by and between U.S. Alliance Coosa Pines Corporation, predecessor in interest to Alliance Forest Products U.S. Corp. ("USA") as sublessor and Mortgagor, as subtenant, evidenced by that certain Memorandum of Sublease dated February 10, 2000, recorded in the Offices of the Judge of Probate as follows: Clay County, Alabama at Reel 197, Page 195; Randolph County, Alabama in Deed Book 284, Page 372; and Tallapoosa County, Alabama as Recorded Card 149357 (the "**Sublease**"). The Sublease is a sublease of that certain Indenture dated July 1, 1967 by and between Birmingham Trust National Bank, as executor and trustee under the Last Will and Testament of C. C. Twilley, predecessor-in-interest to SouthTrust Bank, a corporation, as lessor ("**Main Lessor**") and Kimberly-Clark Corporation, predecessor-in-interest to USA, as lessee, recorded in the Offices of the Judge of Probate as follows: Clay County, Alabama in Deed Book 59, Page 447; Randolph County, Alabama in Deed Book 95, Page 395; and Tallapoosa County, Alabama in Deed Book 186, Page 321, together with the unrecorded Supplemental Amendment to Lease dated February 25, 1969 and any other amendments and supplements thereto (the "**Twilley Lease**"); and

K. All proceeds of the foregoing, including all judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Mortgaged Property, or the proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

All of the foregoing shall be deemed real property and conveyed by this Mortgage.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Mortgagee, its successors and assigns forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest and other indebtedness (including future advances) payable in respect to the Note Documents executed in

connection herewith and this Mortgage, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform, and observe all and singular the covenants and promises in the Note Documents, executed in connection herewith and in this Mortgage expressed to be kept, performed, and observed by and on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest, and rights hereby granted, bargained, and sold shall cease, determine, and be void, but shall otherwise remain in full force and effect.

FOR THE PURPOSE OF SECURING, (i) payment of the Notes (including without limitation, amounts that may be hereafter advanced to Mortgagor by Senior Noteholders under the Note Purchase Agreement); and (ii) payment (with interest as provided) and performance by Mortgagor of its obligations under the Note Documents (as such term is hereafter defined).

Mortgagor covenants and agrees with the Mortgagee as follows:

ARTICLE I

1.01 Certain Defined Terms. As used in this Mortgage the following terms shall have the following meanings:

Authorizations: Any and all permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, environmental approvals (including any environmental impact statement or report required under applicable law for Mortgagor's acquisition or disposition of the Land or harvesting of the Timber or for any other operations of Mortgagor), water appropriative rights and permits, zoning and land use entitlements and other authorizations, whether now existing or hereafter issued to or obtained by or on behalf of Mortgagor relating to the development, occupancy, ownership, management and use of, and/or the Timber harvesting, cutting and sales operations conducted on or from, the Mortgaged Property.

Collateral: The Mortgaged Property and the Collateral (as defined in the Security Agreement of even date herewith between the Mortgagor and Beneficiary).

Cutting Rights Agreements: Any and all agreements, contracts, arrangements or other contractual obligations, whereby Mortgagor or its predecessors in interest have granted, grant or will grant to another Person the right to cut, harvest or otherwise remove Timber from any of the Land for the use and benefit of Persons other than Mortgagor.

Default Rate: As defined in the Note Purchase Agreement.

Event of Default: As defined in the Note Purchase Agreement.

Fixtures: All fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, whether or not permanently affixed to the Land or the Improvements, and all additions, substitutions and replacements thereof.

Forest Products: Any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other timber products, now or hereafter owned or acquired by Mortgagor or in which Mortgagor has an interest.

Impositions: All real estate and personal property and other taxes and assessments, water and sewer rates and charges levied or assessed upon or with respect to the Mortgaged Property, all severance, Forest Products, harvesting, ad-valorem and any other additional or special taxes and assessments imposed or levied upon the Timber and/or Mortgagor's timber sales, severance and harvesting operations, and all other governmental charges and any interest or costs or penalties with respect thereto, ground rent and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen or unforeseen, of any kind and nature whatsoever that at any time prior to or after the execution of the Note Documents may be assessed, levied, imposed, or become a lien upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof; and any and all other charges, expenses, payments, claims, mechanics', material suppliers', loggers' or lumberman's liens or assessments of any nature, if any, which are or may become a lien upon the Mortgaged Property or the rent or income received therefrom.

Improvements: All buildings, structures and other improvements and appurtenances, located on the Land, and all improvements, additions, substitutions and replacements thereof, and other buildings and improvements, at any time hereafter constructed or placed upon the Land.

Laws and Restrictions: All federal, state, regional, county, local and other laws, regulations, orders, codes, ordinances, rules, statutes and policies, restrictive covenants and other title encumbrances, and Authorizations.

Leases: Any and all present or future leasehold interests, including subleases and tenancies following attornment, and other agreements providing for the use or occupancy of any portion of the Land (other than Cutting Rights Agreements) and/or the Improvements, or for access to, through or across the Land, together with any amendments, modifications, renewals and extensions thereof, and all guaranties of the obligations of the party or parties thereof (other than Mortgagor).

Material Adverse Effect: Any material and adverse effect on or change in (i) the business, operations, affairs, financial condition, assets, or properties of Mortgagor, (ii) the ability of the Mortgagor to perform its obligations under the Note Documents, or (iii) the validity or enforceability of the Note Documents.

Minerals: All oil, gas, hydrocarbons, gravel, phosphate, limerock, coal and other mineral resources and subterranean substances.

Note Documents: The Note Purchase Agreement, the Notes, this Mortgage, the Security Agreement, the Field Servicing Agreement and all other documents, evidencing, securing or relating to the Notes, the payment of the Notes or the performance of the obligations secured hereby.

Notes: The promissory notes issued pursuant to the Note Purchase Agreement.

Permitted Exceptions: Those exceptions to title with respect to the Mortgaged Property, as shown in the title insurance policy delivered to and accepted by Mortgagee at closing insuring the priority and validity of this Mortgage, together with such other liens, encumbrances and other charges as are specifically approved by Mortgagee or result from transfers permitted after the date hereof by the terms and conditions of the Note Purchase Agreement.

Person: Any individual, company, corporation, limited liability company, association, trust, unincorporated organization, or government or agency or political subdivision thereof.

Receiver: Any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

Rents: As defined in Granting Paragraph G. of this Mortgage.

Timber: As defined in Granting Paragraph C. of this Mortgage.

Timber Related Collateral: Any and all Forest Products arising out of, generated by or from, or in any way related to Mortgagor's business operations wherever located or conducted, other than on or from the Land.

Timber Sales Agreements: All agreements and contracted obligations whereby the Mortgagor, as seller, may become obligated to cut, harvest or otherwise remove Timber harvested from the Land and to sell, exchange or deliver such Timber to Persons other than the Mortgagor or grants cutting rights.

ARTICLE II

2.01 Performance of Note Documents and Mortgage. The Mortgagor will perform, observe and comply or will cause the performance, observation, or compliance with all provisions of this Mortgage and of the Note Documents and duly and punctually will pay or will cause payment to the Mortgagee the sum of money expressed in the Note Documents, with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage or the Note Documents, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

2.02 Warranty of Title. Except with respect to the Sublease, the Mortgagor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to the timber and to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and

mortgage the same in the manner and form aforesaid; that, except for Permitted Encumbrances, the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend such title thereto unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

2.03 Other Taxes and Utilities.

(a) The Mortgagor will pay promptly, when and as due, and will exhibit promptly to the Mortgagee receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and Impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Mortgagee in the Mortgaged Property, this Mortgage, or the Note Documents, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Mortgagor or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

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

2.04 Insurance.

(a) Mortgagor shall, at its sole cost and expense, maintain for the mutual benefit of Mortgagee, the Field Servicer, and each of the Senior Noteholders, the following policies of insurance:

(i) Comprehensive Commercial Liability insurance, including broad form contractual liability and personal injury or death coverage, with a combined single limit of at least \$30,000,000.

(ii) Such other insurance, and in such amounts, as is customary for other entities engaged in the same or similar businesses, and as is reasonably required by Mortgagee; provided in no event will Mortgagor be obligated to obtain casualty insurance with respect to the Timber or the Mortgaged Property.

(iii) All Risk Property Insurance including fire and extended perils written on a full replacement cost basis protecting the buildings and contents.

(b) Mortgagor shall provide Mortgagee with satisfactory evidence of compliance with applicable requirements for worker's compensation insurance and of employee automobile liability coverage.

(c) All policies of insurance required by this Mortgage (a) shall be in form reasonably satisfactory to Mortgagee and written with insurance companies having a rating with the A.M. Best Company of (A-)(VIII) or better, without regard to the insurance company's parents or subsidiaries, and otherwise satisfactory to Mortgagee, (b) with respect to general liability insurance, shall name Mortgagee, the Field Servicer, and each of the Senior Noteholders, as an Additional Insured as their respective interests may appear, (c) with respect to property insurance, shall name Mortgagee as a Loss Payee and shall contain a Standard Mortgagee's Loss Payable endorsement and other non-contributory standard mortgagee protection clauses acceptable to Mortgagee, and, at Mortgagee's option, a waiver of subrogation rights by the insurer, (d) shall contain an agreement by the insurer that such policy shall not be cancelled without at least thirty (30) days' prior written notice to Mortgagee, and (e) shall contain such other provisions as Mortgagee deem reasonably necessary or desirable to protect its interests. Mortgagor shall obtain such endorsements and increases in coverages, as requested by Mortgagee (provided the same are available at commercially reasonable rates) to prevent the application of any coinsurance contributions on a loss.

(d) In the event a blanket policy is used to satisfy Mortgagor's responsibilities under this Section 2.04, in addition to such other requirements set forth herein, Mortgagor shall deliver to Mortgagee a certificate of insurance from an authorized representative of such insurer indicating that Mortgagee, Field Servicer and Senior Noteholders are Additional Insureds and/or Loss Payees under such policies as their respective interests may appear and designating the amount of such insurance applicable to the Mortgaged Property.

(e) Self-insurance (other than the applicable deductibles and/or self-insurance retentions, to the extent applicable, approved by Mortgagee) shall not be employed to satisfy the requirements of this Section 2.04.

(f) All of Mortgagor's right, title and interest in and to all policies of property insurance and any unearned premiums paid thereon are hereby assigned (to the fullest extent assignable) to Mortgagee who shall have the right, but not the obligation, to assign the same to any purchaser of the Mortgaged Property at any foreclosure sale.

(g) Mortgagor shall, from time to time, but no less frequently than annually or upon any change in coverages or insurers, provide Mortgagee with true and correct certificates of insurance issued by an authorized representative of the insurers establishing that all insurance policies required to be maintained by Mortgagor and shall provide Mortgagee with duplicate originals or certified copies of such policies. Not less than fourteen (14) days prior to the expiration dates of any insurance policy previously disclosed or furnished to Mortgagee, Mortgagor shall provide Mortgagee with evidence satisfactory to Mortgagee of the renewal thereof together with evidence satisfactory to Mortgagee of Mortgagor's payment of the applicable premiums.

2.05 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Mortgagee shall be entitled to all compensation, awards, and

other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.

2.06 Care of the Mortgaged Property.

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, normal wear and tear excepted, and will not commit or suffer any waste. The Mortgagor will manage all Timber on the Land in a manner consistent with sound forestry practices. The Mortgagor shall conduct all harvesting operations on the Land in accordance with generally accepted sound industrial forestry practices and procedures and shall use reasonable care to avoid unnecessary damage to remaining timber on the Land. Without limiting the foregoing, Mortgagor will not commit any acts which increase the risk of forest fires or other risks of destruction or diminution in value of the Land and will promptly undertake to extinguish any forest fires on the Land, once discovered, and use all means available to Mortgagor in preventing damage by fire or otherwise to the timber, other trees, and timber growth on the Land.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause which results in a loss in excess of \$25,000 per occurrence (or which results in aggregate losses in excess of \$100,000 over the term of the Notes), the Mortgagor will give prompt written notice of the same to the Mortgagee.

(c) The Mortgagee is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(d) The Mortgagor will comply promptly with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged property or any part thereof, including, without limitation, all laws, ordinances, rules and regulations relating to timber harvesting, zoning, building codes, set back requirements and environmental matters, and with all present and future restrictive covenants affecting the Mortgaged Property.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will restore promptly the Mortgaged Property to the condition required by the Note Purchase Agreement, regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor will restore promptly, repair or alter the remaining property in a manner reasonably satisfactory to continue Mortgagor's operations on the Mortgaged Property or to protect the value of the Mortgaged Property in accordance with prudent business practices in the timber industry.

2.07 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute and deliver or cause to

be made, executed and delivered, to the Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Mortgagee any and all such other and further Mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Mortgagee, be necessary or desirable in order to effectuate, complete, enlarge, or perfect, or to continue and preserve the obligation of the Mortgagor under the Note Documents and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

2.08 Leases and Timber Contracts Affecting Mortgaged Property. The Mortgagor will comply with and observe its obligations as landlord under all Leases and its obligations under all contracts for sale and harvesting of timber affecting the Mortgaged Property or any part thereof. If requested by Mortgagee, Mortgagor will furnish Mortgagee with executed copies of all Leases, Cutting Rights Agreements, Timber Sales Agreements, and other timber contracts now or hereafter created with respect to all or any part of the Mortgaged Property. Mortgagor will not accept payment of rent or payments for the sale or harvesting of timber more than three (3) months in advance of the due date for such payment without the express written consent of Mortgagee, which consent shall not be unreasonably withheld. If requested by the Mortgagee, the Mortgagor will separately assign to the Mortgagee as additional security any and all such Leases, Cutting Rights Agreements, Timber Sales Agreements and other timber contracts whether now existing or hereafter created, including, without limitation, all Rents, royalties, issues, and profits of the premises from time to time accruing. Mortgagor shall not amend, terminate, modify, assign or release any of the Leases, Cutting Rights Agreements, Timber Sales Agreements and other timber contracts without Mortgagee's prior written consent, which consent shall not be unreasonably withheld; provided, however, Mortgagee's consent shall not be required with respect to termination, modification, assignment or release of any Cutting Rights Agreements or Timber Sales Agreements if and to the extent Mortgagee has no consent rights with respect to such agreements pursuant to Section 9.6 of the Note Purchase Agreement.

2.09 Performance by Mortgagee of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment, charge or other Imposition levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of evidence of the insurance policies required hereunder; or in the performance or observance of any covenant, condition, or term of this Mortgage, then subject to the Mortgagor's right to contest set forth in the Note Purchase Agreement, the Mortgagee, at its option, may perform or observe the same, and all payments made for costs or incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be immediately repaid, upon demand, by the Mortgagor to the Mortgagee with interest thereon at a rate equal to the Default Rate. The Mortgagee, acting in a commercially reasonable manner, shall determine the legality, validity

and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions; and of the amount necessary to be paid in satisfaction thereof. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

2.10 Estoppel Affidavits. The Mortgagor within ten (10) days after written request from the Mortgagee shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Notes and whether or not any offsets or defenses exist against such principal and interest.

2.11 Indemnity and Attorneys' Fees. Mortgagor will indemnify, defend, protect and hold Mortgagee harmless from any and all liability, loss, claims, damage, cost or expense (including reasonable attorneys' fees) that Mortgagee may or might incur hereunder, or in connection with the making or administering of the Notes, the enforcement of any of Mortgagee's rights or remedies hereunder or under the other Note Documents, any action taken by Mortgagee hereunder or thereunder, whether or not suit is filed, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Mortgagee arising out of the Mortgaged Property, or any part thereof or interest therein, or as to which it becomes necessary to defend or uphold the lien of this Mortgage or other Note Documents, except to the extent that such claim is solely the result of the Mortgagee's wanton misconduct. Should Mortgagee incur any such liability, loss, claim, damage, cost or expense, the amount thereof with interest thereon at the Default Rate shall be payable by Mortgagor immediately without demand, shall be secured by this Mortgage, and shall be part of the obligations secured hereby.

2.12 Litigation. Mortgagor will promptly give notice in writing to Mortgagee of any litigation which may reasonably be expected to result in a Material Adverse Effect.

2.13 Inspection of Mortgaged Property. Mortgagor hereby grants to Mortgagee, its agents, employees, consultants and contractors, the right to enter upon the Mortgaged Property for the purpose of making any and all inspections, reports, tests, inquiries and reviews as Mortgagee may deem necessary to assess the then current condition of the Mortgaged Property. Mortgagee shall exercise commercially reasonable business practices in coordinating inspections with Mortgagor's corporate office in a manner that does not unduly interfere with the conduct of Mortgagor's ordinary business operations.

2.14 Tax Receipts. Mortgagor will deliver to Mortgagee, within seven (7) days after demand made therefor, bills showing the payment to the extent then due of all taxes, assessments (including those payable in periodic installments), or any Imposition that may have become a lien upon the Mortgaged Property or any part thereof.

2.15 Additional Information. Mortgagor will furnish to Mortgagee, within seven (7) days after written request therefor, any and all information that Mortgagee may reasonably request concerning the Mortgaged Property or the performance by Mortgagor of the obligations secured by this Mortgage.

2.16 Intentionally Deleted.

2.17 Reimbursement. Any amount paid by Mortgagee for any tax, stamp tax, assessment, water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection or lien having priority over this Mortgage or to in any way protect the security for the Notes, shall (i) bear interest at the Default Rate from the date of payment by Mortgagee, (ii) constitute additional indebtedness secured by this Mortgage, prior to any right, title or interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, (iii) be secured by this Mortgage, and (iv) be payable by Mortgagor to Mortgagee upon demand.

2.18 Restrictive Uses. Mortgagor will not initiate, join in, or consent to any change in the current use of the Mortgaged Property or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Mortgaged Property or any part thereof or any timber harvesting operations thereon without the prior written consent of Mortgagee except such changes as are (i) permitted under the Note Purchase Agreement or (ii) not reasonably likely to have a Material Adverse Effect.

2.19 Due on Sale or Encumbrance. Except as permitted by Sections 10.8 and 10.9 of the Note Purchase Agreement, in the event that (i) Mortgagor, without the prior written consent of Mortgagee (which consent may be withheld for any reason or for no reason or given upon such terms and conditions as Mortgagee deems necessary or appropriate, all within Mortgagee's absolute discretion), shall sell, convey, assign, transfer, alienate or otherwise dispose of or be divested of its title to, or shall mortgage, convey security title to, or otherwise encumber or cause to be encumbered, the Mortgaged Property or any part thereof or any interest therein in any manner or way, whether voluntary or involuntary, (ii) any merger, consolidation or dissolution involving, or the sale or transfer of all or substantially all of the assets of Mortgagor occurs, or (iii) a Change of Control (as defined in the Note Purchase Agreement) occurs, then the entire balance of the Notes, plus the Make Whole Amount (as defined in the Note Purchase Agreement), shall become immediately due and payable at the option of Mortgagee. Consent to one such transfer by Mortgagee shall not be deemed a waiver to require such consent to further or future transfers. Any such transferee shall as a condition of the effectiveness of any consent or waiver by Mortgagee hereunder, as a covenant of Mortgagor and such transferee, and in form and substance and upon such conditions as required by Mortgagee, assume all obligations under the Note Documents and agree to be bound thereby. Such assumption shall not, however, release Mortgagor, or any maker or guarantor of the Note, from any liability thereunder.

2.20 Authorizations. Mortgagor hereby agrees not to amend, supplement, cancel, surrender, allow to expire, terminate, release or waive any material Authorization or any provision thereof, issued to it and required for the use, occupancy, operation, management, repair or maintenance of Mortgaged Property or for the management, cutting, harvesting, milling or other disposition of the Timber, or permit any of the foregoing without the prior written consent of Mortgagee if such action is reasonably likely to have a Material Adverse Effect. Consent to one amendment, supplement, cancellation, surrender, expiration, termination, release or waiver shall not be deemed to be a waiver of the right to require consent to other, further or successive

amendments, supplements, cancellations, surrenders, expirations, terminations, releases or waivers. Any such amendment, supplement, cancellation, surrender, expiration, termination, release or waiver, whether oral or in writing, made without the prior written consent of Mortgagee shall, to the extent permitted by law, not be valid or effective against Mortgagee. Mortgagor shall not take any action or omit to take any action which would adversely affect, or permit the suspension, expiration, termination, non-renewal or revocation, of any material Authorizations. Mortgagor agrees promptly to notify Mortgagee in writing with respect to any default or alleged default by Mortgagor under any such Authorization or the commencement of any investigations, hearings or proceedings that specifically involve any such Authorization and could lead to modification, suspension, termination, nonrenewal or revocation of any such Authorization. Mortgagor shall also promptly deliver to Mortgagee copies of all notices, demands, complaints or other communications received or given by it with respect to any such default or alleged default or such investigation, hearing or proceeding.

2.21 Leasing. Except for recreational leases and licenses such as for hunting and fishing made in the ordinary course of business by Mortgagor or its manager, Hancock Natural Resources Group, Inc. and as otherwise permitted under the Note Purchase Agreement, Mortgagor shall not, without the prior written consent of Mortgagee (i) enter into any Leases of or relating to all or any part of the Mortgaged Property or renew or extend any such agreements; (ii) terminate, amend, modify or alter in any manner any Leases, or waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge the other party from any obligations, covenants, conditions and agreements by such parties to be kept, or accept or consent to any surrender of the Leases; (iii) further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Receipts; or (iv) commence an action of ejectment or summary proceedings for dispossession of any party under any Leases.

2.22 Additional Provisions Regarding Sublease.

(a) Mortgagor shall promptly pay all rent, additional rent, contingent rent, taxes and all other sums and charges when due and payable under the terms of the Sublease, shall fully and promptly perform and observe all of the agreements, terms, covenants and conditions required to be performed and observed by Mortgagor under the Sublease within the grace periods provided therein for Mortgagor's performance and shall do all things necessary to preserve and keep unimpaired Mortgagor's rights under the Sublease. Upon demand, Mortgagor shall furnish to Mortgagee proof of payment of all sums which the Sublease requires Mortgagor to pay.

(b) Mortgagor shall immediately notify Mortgagee in writing of: (i) any default (or alleged default) by Mortgagor or USA in the performance or observance of any of the terms, covenants or conditions on the part of Mortgagor or USA to be performed or observed under the Sublease; (ii) any default (or alleged default) by USA or Main Lessor in the performance or observance of any of the terms, covenants or conditions on the part of USA or Main Lessor to be performed or observed under the Twilley Lease; (iii) the receipt by Mortgagor of any notice or other writing or communication from USA noting or claiming any default by Mortgagor in such performance or observance under the Sublease; (iv) the receipt by Mortgagor of any notice or other writing or communication from Main Lessor noting or claiming and default by USA in such performance or observance under the Twilley Lease; (v) the receipt by

Mortgagor of any notice from USA of any termination of the Sublease pursuant to the terms thereof or otherwise; and (vi) the receipt by Mortgagor to any notice from Main Lessor or USA of any termination of the Twilley Lease pursuant to the terms thereof or otherwise. Mortgagor shall immediately cause a copy of each such notice to be delivered to Mortgagee.

(c) If Mortgagor fails to observe or perform any covenant or agreement to be observed or performed under the Sublease on the part of Mortgagor, or if Mortgagee receives from USA any notice of any default by Mortgagor thereunder, Mortgagee may rely on such notice and may take any action that Mortgagee in its sole discretion deems necessary or advisable to cure such default, even if the existence of such default or the nature thereof is questioned or denied by Mortgagor; provided, however, that Mortgagee shall not take any action to cure such default if, and so long as (a) Mortgagor shall take all steps necessary to challenge or take any action to cure such default; and (b) during such challenge or cure: (i) the interests of Mortgagee may in no way be adversely affected, (ii) no time limits or grace periods under the Sublease would expire which would give USA any right or option to terminate the Sublease, and (iii) no additional right or remedy would become available to USA by reason of the deferral by Mortgagee of any action to effect a cure of the claimed default; and (c) if the default is a default in the payment of a sum of money, Mortgagor shall post with Mortgagee security acceptable to Mortgagee to pay the amount in dispute. Mortgagor hereby expressly grants to Mortgagee the absolute and immediate right to enter in and upon the Land to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable to prevent or cure any default by Mortgagor under the Sublease or this Mortgage. Mortgagee may pay and expend such sums of money as Mortgagee in its reasonable discretion deems necessary for any such purpose, and upon so doing shall be subrogated to any and all rights of Mortgagor, as lessee, and all such sums shall be secured by the lien of this Mortgage, shall be added to the principal amount of the Notes and shall accrue interest at the Default Rate.

(d) Without the prior written consent of the Mortgagee, which Mortgagee may grant or withhold in its reasonable discretion, Mortgagor shall not: (i) surrender the Sublease or terminate, cancel or release, or assign the Sublease (nor permit any of the foregoing to occur), whether under Section 365 of the Bankruptcy Code (or any successor provision) or under any similar law or right of any nature, or otherwise; nor (ii) modify, abridge, change, supplement, alter or amend the Sublease, either orally or in writing and hereby irrevocably grants and assigns to Mortgagee the power and right to modify, abridge, change, supplement, alter or amend the Sublease, and no agreement seeking to modify, abridge, change, supplement, alter or amend the Sublease shall be valid or binding without the prior written consent of Mortgagee; nor (iii) waive any of its rights against USA under the Sublease; nor (iv) subordinate the Sublease to any mortgage encumbering any portion of the Land without such mortgagee's execution of a nondisturbance agreement in form and content satisfactory to Mortgagee in Mortgagee's sole and absolute discretion; nor (v) agree to or acquiesce in any rejection or termination of the Sublease by USA or USA's trustee in bankruptcy, whether under Section 365 of the Bankruptcy Code (or any successor provision) or under any similar law or provision, and any such surrender, abandonment, termination, cancellation, release, modification, change, supplement, alteration, amendment, waiver, subordination, agreement or acquiescence without Mortgagee's prior written consent shall be ineffective as against Mortgagee, and shall constitute a default under this Security Instrument for which no grace or curative period shall apply.

(e) (i) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Sublease by any party thereto, in connection with any case under the Bankruptcy Code, Mortgagee shall have the option, to the exclusion of Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents and other documents required by the Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including reasonable attorneys' fees and costs) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs and expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage, shall be added to the principal amount of the Notes and shall accrue interest at the Default Rate. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Sublease, in any case under the Bankruptcy Code as amended from time to time without the prior written consent of Mortgagee.

(ii) Mortgagor shall promptly after obtaining knowledge thereof, notify Mortgagee orally of any filing by or against Mortgagor of a petition under the Bankruptcy Code. Mortgagor shall thereafter forthwith deliver written notice of such filing to Mortgagee, setting forth any information available to Mortgagor as of the date of such filing, the court in which such petition was filed, and the relief sought therein. Upon its receipt thereof, Mortgagor shall promptly deliver to Mortgagee any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(iii) The lien of this Mortgage attaches to all of Mortgagor's and USA's rights and remedies at any time arising under or pursuant to Section 365 of the Bankruptcy Code (whether as landlord or tenant under any lease), including, without limitation, all of Mortgagor's rights to remain in possession of the Land and Improvements in the event of the USA's rejection of the Sublease. Mortgagor shall not, without Mortgagee's prior written consent, elect to treat the Sublease as terminated under Section 365 of the Bankruptcy Code. Any such election made without Mortgagee's prior written consent shall be void.

(iv) Mortgagor hereby unconditionally assigns, transfers and sets over to Mortgagee all of Mortgagor's claims and rights to the payment of damages (including but not limited to the right to any offsets or credits) arising from any rejection of the Sublease by USA under the Bankruptcy Code. Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Sublease, including, without limitation, the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the Notes shall have been satisfied and discharged in full. Any amounts received by Mortgagee as damages arising out of the rejection of the Sublease as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation,

reasonable attorneys' fees and costs) incurred in connection with the exercise of any of its rights or remedies under this Mortgage. For the purposes of construing Section 365(h) of the Bankruptcy Code, the intention of the parties hereto is that the term "possession" shall mean the right to possession of all of the leased premises granted to Mortgagor under the Sublease.

(v) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code, and Mortgagor, as lessee under the Sublease, shall determine to reject the Sublease pursuant to Section 365 of the Bankruptcy Code, Mortgagor shall give the Mortgagee not less than ten days' prior written notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject the Sublease. The Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such ten day period a notice stating that (A) the Mortgagee demands that Mortgagor assume and assign the Sublease to Mortgagee pursuant to Section 365 of the Bankruptcy Code and (B) Mortgagee covenants to cure (or provide adequate assurance of prompt cure of) all defaults and provide adequate assurance of future performance under the Sublease. If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject the Sublease and shall comply with the demand provided for in clause (A) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (B) of the preceding sentence.

(f) Mortgagor shall require strict and full performance by USA of all the agreements, terms, covenants and conditions required to be performed and observed by USA under the Sublease.

(g) Mortgagor shall promptly notify Mortgagee in writing of any claim, action or proceeding (including, but not limited to, any request for arbitration or institution of such arbitration) made by any party to the Twilley Lease or the Sublease, and the progress thereof and any determination made by the court and/or arbitrators thereunder. Mortgagee shall have the right to participate in any such claim, action or proceedings as an interested party.

(h) Mortgagor shall use commercially reasonable efforts to obtain from each person or entity owning an interest as a sublessor under the Sublease or as a lessor or lessee under the Twilley Lease, and deliver to Mortgagee within sixty (60) days after demand from the Mortgagee, a statement in writing, in the form of the estoppel delivered to Mortgagee at closing, certifying, without limitation, that the Sublease or the Twilley Lease, as the case may be, is in full force and effect and the dates to which the ground rent and other charges, if any, have been paid in advance, and stating whether or not, to the best knowledge of such person or entity, Mortgagor or USA is in default in the performance of any covenant, agreement or condition contained in the Sublease or the Twilley Lease, as the case may be, and if so, specifying each such default of which such person or entity has knowledge.

(i) Unless Mortgagee shall otherwise consent in writing, the fee simple title to the property subject to the Sublease shall not merge with the leasehold estate under the Sublease for so long as any obligations secured by the Mortgage remain outstanding, but such estates shall

always remain separate and distinct estates, notwithstanding the union of any thereof in any person whatsoever, whether by purchase or otherwise.

(j) No release or forbearance of any of Mortgagor's obligations under the Sublease, pursuant to the Sublease or otherwise, shall release Mortgagor from any of its obligations under this Mortgage, the Notes or the other Note Documents.

(k) Mortgagor acknowledges and agrees that it shall not have any right to terminate the Sublease without the prior written consent of Mortgagee, and any attempt to terminate, or purported exercise of termination, shall be void.

ARTICLE III

3.01 Event of Default. The term Event of Default, wherever used in the Mortgage, shall mean (i) an Event of Default as defined in the Note Purchase Agreement, or (ii) Mortgagor defaults in the performance of or compliance with any term contained herein and such default is not remedied within 30 days after the earlier of (a) a Responsible Officer (as defined in the Note Purchase Agreement) of Mortgagor having received actual notice of the existence of a default; or (b) Mortgagor having received written notice of the same from Mortgagee or a Senior Noteholder.

3.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

3.03 Right of Mortgagee to Enter and Take Possession.

(a) If an Event of Default shall have occurred, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession, and if and to the extent permitted by law, the Mortgagee may enter and take possession, of all the Mortgaged Property, and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in Mortgagor's name (in the event a receiver is appointed) or otherwise (including, without limitation, selling and harvesting timber), with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing

thereafter, and, after deducting (A) all reasonable expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments, and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses, and disbursements of the attorneys and agents of the Mortgagee; shall apply the remainder of the moneys so received by the Mortgagee to the payment of accrued interest, and to the payment of overdue installments of principal, all in such order and priority as the Mortgagee may determine in accordance with the terms of the Note Purchase Agreement.

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

3.04 Receiver.

(a) If an Event of Default shall have occurred, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(b) The Mortgagor will pay to the Mortgagee upon demand all reasonable expenses, including receiver's fees, attorney's fees and costs, and agent's compensation, incurred pursuant to the provisions contained in this Section 3.04; and all such expenses shall be secured by this Mortgage.

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

3.06 Power of Sale. If an Event of Default shall have occurred, Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Court House door in the counties where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said counties, and, upon payment of the purchase money, Mortgagee or any person conducting the

sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale and purchase said Mortgaged Property, or any part thereof, if the highest bidder therefor.

3.07 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Section 3.06 shall be applied as follows:

(a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon at a rate equal to the Default Rate which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the Notes and other obligations hereby secured with interest to date of sale in such order as the Mortgagee shall deem appropriate; and

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale after deducting any reasonable expense of ascertaining who is such owner.

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

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

3.10 Suits to Protect the Mortgaged Property. The Mortgagee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be

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

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

3.12 No Waiver of One Default to Affect Another, etc. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies consequent thereon.

If the Mortgagee (a) grants forbearance on or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note Documents; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note Documents or this Mortgage; (e) consents to the filing of any map, plat, or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note Documents, this Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety, or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage, be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Mortgagee, at its option, without notice to any person or corporation hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

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

3.14 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall

be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

3.15 Waivers. Mortgagor waives (a) any right to require Mortgagee to (i) proceed against any Person, (ii) proceed against or exhaust any Collateral or (iii) pursue any other remedy in its power; and (b) any defense arising by reason of any disability or other defense of Mortgagor or any other Person, or by reason of the cessation from any cause whatsoever of the liability of Mortgagor or any other Person. Until the Notes shall have been paid in full, Mortgagor shall not have any right to subrogation, and Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against Mortgagor or against any other Person and waives any benefit of and any right to participate in any Collateral or security whatsoever now or hereafter held by Mortgagee.

ARTICLE IV

4.01 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of its respective successors and assigns, whether so expressed or not.

4.02 Headings, etc. The headings of the articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

4.03 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note Documents shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein and in the Note Documents shall in no way be affected, prejudiced, or disturbed thereby.

4.04 Lien on Personal Mortgaged Property. This Mortgage creates a lien on and grants a security interest in the personal property of the Mortgagor described herein which constitutes part of the Mortgaged Property, and it shall constitute a security agreement under the Alabama Uniform Commercial Code or other law applicable to the creation of liens on personal property. Mortgagor covenants and agrees to execute, file, and refile such financing statements, continuation statements or other documents as Mortgagee shall require from time to time with respect to such personal property. This Mortgage shall constitute a financing statement under the Alabama Uniform Commercial Code with Mortgagor as the "debtor" and Mortgagee as the "secured party", and their respective addresses are set forth in the heading to this instrument. If an Event of Default occurs, the Mortgagee shall have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

4.05 Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmation or denials that may be required or otherwise provided for or contemplated under the terms of this Mortgage shall be in writing, and shall be

deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Mortgagor:

Cahaba Forests, LLC
c/o Hancock Timber Resource Group
99 High Street, 26th Floor
Boston, Massachusetts 02110-2320
Attention: Christopher Ford

If to Mortgagee:

The Travelers Insurance Co.
6750 Poplar Avenue, Suite 109
Memphis, TN 38138
Attention: W. Kirk Purvis

with a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071-2899
Attention: Mitchell B. Menzer, Esq.

or addressed to each respective party at such other address as such party may from time to time designate by written notice to the other parties.

4.06 Interpretation. Terms defined in the Note Purchase Agreement shall have the same meanings when used in this Mortgage, unless the context otherwise requires or unless otherwise defined in this Mortgage. To the extent there is any conflict between the terms of this Mortgage and the terms of the Note Purchase Agreement, the terms of the Note Purchase Agreement shall control.

4.07 Subordination. At the option of Mortgagee, this Mortgage shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Mortgaged Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Mortgagee and recording thereof in the Office of the Judge of Probate of the County of a unilateral declaration to that effect. Mortgagee may require the issuance of such title insurance endorsements in connection with any such

subordination as Mortgagee, in its reasonable judgment, shall determine are appropriate, and Mortgagor shall be obligated to pay any cost or expense incurred in connection with the issuance thereof.

4.08 WAIVER OF RIGHTS TO TRIAL BY JURY. THE RIGHT TO A JURY TRIAL IN ANY ACTION UNDER OR RELATING TO THE NOTE DOCUMENTS IS HEREBY WAIVED, TO THE FULLEST EXTENT ALLOWED BY LAW.

4.09 Usury. In the event that Mortgagee determines that any charge, fee or interest paid or agreed to be paid in connection with the Notes may, under the applicable usury laws, cause the interest rate on the Notes to exceed the maximum permitted by law, then such charges, fees or interest shall be reduced and any amounts actually paid in excess of the maximum interest permitted by such laws shall be applied by Mortgagee to reduce the outstanding principal balance of the Notes. The parties intend that Mortgagor shall not be required to pay, and Mortgagee shall not be entitled to collect, interest in excess of the maximum legal rate permitted under the applicable usury laws.

4.10 CHOICE OF LAW. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED, IT BEING AGREED THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION AND TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICTS-OF-LAWS RULES AND PRINCIPLES) SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND THE OTHER NOTE DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

ARTICLE V

5.01 Grant of Security Interest in Fixtures. Mortgagor hereby grants to Mortgagee a security interest in and to all Mortgagor's right, title and interest now owned or hereafter acquired in and to the Fixtures.

5.02 Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing in the Office of the Judge of Probate of the county in which the Land is located with respect to any and all Fixtures included within the term "Mortgaged Property" as used herein and with respect to any goods, Personalty or other personal property that may now be or hereafter become Fixtures.

ARTICLE VI

6.01 Assignment of Rents. Mortgagor absolutely and unconditionally assigns and transfers the Rents to Mortgagee, whether now due, past due or to become due, and gives to and

confers upon Mortgagee the right, power and authority to collect, after the occurrence and during the continuance of an Event of Default such Rents, and apply the same to the Notes or the satisfaction of any of the obligations secured hereby. Mortgagor irrevocably appoints Mortgagee its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Mortgagor or in the name of Mortgagee, for all such Rents. Neither the foregoing assignment of Rents to Mortgagee or the exercise by Mortgagee of any of its rights or remedies under this Mortgage shall be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Mortgagee, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Mortgaged Property by any court at the request of Mortgagee or by agreement with Mortgagor or the entering into possession of the Mortgaged Property or any part thereof by such Receiver be deemed to make Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof.

6.02 Collection of Rents. Notwithstanding anything to the contrary contained herein or in any of the Notes, so long as no Event of Default shall have occurred, Mortgagor shall have a license, revocable upon the occurrence of an Event of Default to collect all Rents, and to first apply the same to the Indebtedness as and when due and thereafter to retain, use and enjoy the same and to otherwise exercise all rights with respect thereto, subject to the terms hereof. Upon the occurrence of an Event of Default, Mortgagee shall have the right, on written notice to Mortgagor, to terminate and revoke the license hereinafter granted to Mortgagor and shall have the complete right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided herein.

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IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under seal, on the day and year first above written.

MORTGAGOR:

[Corporate Seal]

CAHABA FORESTS, LLC
a Delaware limited liability company

Attest:

Sadie R. Gordon
Sadie R. Gordon

By:

Christopher M. Ford
Christopher M. Ford, Vice President
and Chief Financial Officer

This instrument prepared by:

Joseph G. Stewart, Attorney at Law
Burr & Forman LLP
3100 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203
Telephone: (205) 251-3000

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Christopher M. Ford, whose name as Vice President and CEO of **Cahaba Forests, LLC**, a **Delaware limited liability company**, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 16th day of October, 2000.

Robin A. Kaufman
NOTARY PUBLIC

My Commission Expires:

10/08/04

[SEAL]

EXHIBIT A

Legal Description of Property
("Land")

[see attached pages]

Exhibit A

EXHIBIT A

The following described property situated in Shelby County, Alabama:

Township 19 South, Range 1 East

Southeast 1/4 of the Southeast 1/4	4	19 South	1 East
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All of Section	8	19 South	1 East
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All of Section	9	19 South	1 East
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All of Section	16	19 South	1 East
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All of Section	17	19 South	1 East
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All of Section EXCEPT the NW 1/4 of the NE 1/4	18	19 South	1 East
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All of Section	19	19 South	1 East
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EXCEPT the W 1/2 of the SW 1/4, and LESS AND EXCEPT the following three (3) parcels of land, described as follows:

i.) Beginning at the southwest corner of the SE 1/4 of the SW 1/4 of Section 19, run easterly along the south boundary of said 1/4-1/4 section for 1,127.03 feet; thence turn an angle of 65 deg. 40 min. to the left and run northeasterly 203.86 feet; thence turn an angle of 90 deg. to the left and run northwesterly 30 feet to the point of beginning of excepted parcel; thence continue along this same course 75 feet; thence turn an angle of 90 deg. to the right and run northeasterly 75 feet; thence turn an angle of 90 deg. to the right and run southeasterly 75 feet; thence turn an angle of 90 deg. to the right and run southwesterly 75 feet back to the point of beginning of excepted parcel.

ii.) A thirty foot easement, ten feet on the left and twenty feet on the right of a center line described as follows:
Commence at the Southwest corner of Section 19, Township 19 South, Range 1 East; thence run east along the south line of said Section 19 a distance of 2,693.54 feet to the point of beginning of said easement; thence turn an angle of 68 deg. 13 min. 10 sec. to the left and run a distance of 227.51 feet; thence turn an angle of 7 deg. 47 min. 20 sec.

to the right and run a distance of 221.83 feet; thence turn an angle of 20 deg. 35 min. 00 sec. to the left and run a distance of 200.10 feet; thence turn an angle of 27 deg. 13 min. 00 sec. to the right and run a distance of 91.88 feet; thence turn an angle of 15 deg. 36 min. 43 sec. to the right and run a distance of 137.44 feet; thence turn an angle of 18 deg. 33 min. 46 sec. to the left and run a distance of 277.92 feet; thence turn an angle of 6 deg. 00 min. 50 sec. to the left and run a distance of 103.52 feet; thence turn an angle of 20 deg. 25 min. 22 sec. to the left and run a distance of 138.51 feet; thence turn an angle of 9 deg. 55 min. 15 sec. to the left and run a distance of 98.16 feet; thence turn an angle of 20 deg. 42 min. 50 sec. to the right and run a distance of 326.88 feet; thence turn an angle of 28 deg. 33 min. 25 sec. to the left and run a distance of 177.97 feet; thence turn an angle of 27 deg. 52 min. 36 sec. to the right and run a distance of 89.87 feet; thence turn an angle of 15 deg. 30 min. 09 sec. to the right and run a distance of 215.25 feet; thence turn an angle of 30 deg. 25 min. 05 sec. to the right and run a distance of 116.00 feet; thence turn an angle of 21 deg. 28 min. 41 sec. to the left and run a distance of 53.18 feet; thence turn an angle of 45 deg. 31 min. 18 sec. to the left and run a distance of 91.28 feet; thence turn an angle of 30 deg. 03 min. 11 sec. to the left and run a distance of 57.27 feet; thence turn an angle of 29 deg. 34 min. 32 sec. to the left and run a distance of 222.94 feet; thence turn an angle of 6 deg. 08 min. 03 sec. to the right and run a distance of 146.63 feet; thence turn an angle of 18 deg. 43 min. 44 sec. to the left and run a distance of 76.36 feet; thence turn an angle of 16 deg. 04 min. 17 sec. to the left and run a distance of 228.04 feet; thence turn an angle of 15 deg. 07 min. 51 sec. to the left and run a distance of 153.88 feet; thence turn an angle of 14 deg. 52 min. 35 sec. to the right and run a distance of 147.47 feet; thence turn an angle of 22 deg. 07 min. 58 sec. to the right and run a distance of 143.14 feet; thence turn an angle of 11 deg. 31 min. 10 sec. to the right and run a distance of 239.13 feet; thence turn an angle of 22 deg. 17 min. 20 sec. to the right and run a distance of 193.69 feet; thence turn an angle of 10 deg. 59 min. 43 sec. to the left and run a distance of 65.46 feet; thence turn an angle of 36 deg. 50 min. 37 sec. to the left and run a distance of 190.51 feet back to the point of beginning of excepted parcel.

iii.) Commence at the southwest corner of Section 19, Township 19 South, Range 1 East; thence run East along the south line of said Section 19 a distance of 2,693.54 feet; thence turn an angle of 68 deg. 13 min. 10 sec. to the left and run a distance of 227.51 feet; thence turn an angle of 7 deg. 47 min. 20 sec. to the right and run a distance of 221.83 feet; thence turn an angle of 20 deg. 35 min. 00 sec. to the left and run a distance of 200.10 feet; thence turn an angle of 27 deg. 13 min. 00 sec. to the right and run a distance of 91.88 feet; thence turn an angle of 15

deg. 36 min. 43 sec. to the right and run a distance of 134.44 feet; thence turn an angle of 18 deg. 33 min. 46 sec. to the left and run a distance of 277.92 feet; thence turn an angle of 6 deg. 00 min. 50 sec. to the left and run a distance of 103.52 feet; thence turn an angle of 20 deg. 25 min. 22 sec. to the left and run a distance of 138.51 feet; thence turn an angle of 9 deg. 55 min. 15 sec. to the left and run a distance of 98.16 feet; thence turn an angle of 20 deg. 42 min. 50 sec. to the right and run a distance of 326.28 feet; thence turn an angle of 28 deg. 33 min. 25 sec. to the left and run a distance of 177.97 feet; thence turn an angle of 27 deg. 52 min. 36 sec. to the right and run a distance of 89.87 feet; thence turn an angle of 18 deg. 38 min. 09 sec. to the right and run a distance of 215.25 feet; thence turn an angle of 30 deg. 25 min. 05 sec. to the right and run a distance of 116.00 feet; thence turn an angle of 21 deg. 28 min. 41 sec. to the left and run a distance of 53.18 feet; thence turn an angle of 45 deg. 31 min. 18 sec. to the left and run a distance of 91.28 feet; thence turn an angle of 30 deg. 03 min. 11 sec. to the left and run a distance of 57.27 feet; thence turn an angle of 29 deg. 34 min. 32 sec. to the left and run a distance of 222.94 feet; thence turn an angle of 6 deg. 08 min. 03 sec. to the right and run a distance of 146.63 feet; thence turn an angle of 18 deg. 43 min. 44 sec. to the left and run a distance of 76.36 feet; thence turn an angle of 16 deg. 04 min. 17 sec. to the left and run a distance of 220 feet; thence turn an angle of 15 deg. 07 min. 51 sec. to the left and run a distance of 153.88 feet; thence turn an angle of 14 deg. 52 min. 35 sec. to the right and run a distance of 147.47 feet; thence turn an angle of 22 deg. 07 min. 58 sec. to the right and run a distance of 141.14 feet; thence turn an angle of 11 deg. 31 min. 10 sec. to the right and run a distance of 139.13 feet; thence turn an angle of 22 deg. 17 min. 20 sec. to the right and run a distance of 193.69 feet; thence turn an angle of 10 deg. 59 min. 43 sec. to the left and run a distance of 65.46 feet; thence turn an angle of 36 deg. 50 min. 37 sec. to the left and run a distance of 90.51 feet to the point of beginning of herein excepted parcel; thence continue in same direction a distance of 100.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 100.00 feet back to the point of beginning of herein excepted parcel.

North 1/2	20	19 South	1 East
Northwest 1/4 of the Southwest 1/4	20	19 South	1 East
All that part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, that lies West of power line	20	19 South	1 East

Northwest 1/4 of the Northwest 1/4 of Section	21	19 South	1 East
Southeast 1/4 of the Southwest 1/4	27	19 South	1 East
Southeast 1/4 of the Southeast 1/4	27	19 South	1 East
A parcel of land in the NE 1/4 of the NW 1/4 of Section 30, Township 19 South, Range 1 East, described as follows: Commence at the Northwest corner of said Section 30; thence run East along the north section line 1,917.55 feet to the point of beginning; thence continue last course 198.13 feet; thence turn right 78 deg. 10 min. 34 sec. and run southeast 85 feet to the point of intersection of a fence line running East and West; thence turn right and run in a westerly direction along the meandering of said fence line a distance of 239 feet to a point; thence turn right and run in a northeasterly direction a distance of 65 feet to the point of beginning.	30	19 South	1 East
NW 1/4 of the NE 1/4 Less and except railroad right of way	34	19 South	1 East
Northeast 1/4 of the Northwest 1/4	34	19 South	1 East

Township 20 South, Range 1 East

East 1/2	14	20 South	1 East
Northeast 1/4 of the Southwest 1/4	14	20 South	1 East
Northwest 1/4 of the Northeast 1/4	23	20 South	1 East

Township 21 South, Range 1 East

Southeast diagonal 1/2 of the Northeast 1/4 of the Southeast 1/4	7	21 South	1 East
Southeast 1/4 of the Southeast 1/4	7	21 South	1 East
West 10 acres of the Northeast 1/4 of the Southwest 1/4	8	21 South	1 East
West 1/2 of the Southwest 1/4	8	21 South	1 East
Southeast 1/4 of the Southwest 1/4	8	21 South	1 East

East 1/2 of the Northeast 1/4	18	21 South	1 East
West 1/2 of the Southeast 1/4		18	21 South 1 East

Township 18 South, Range 2 East

East 1/2 of the Southwest 1/4	18	18 South	2 East
South 1/2 of the Southwest 1/4 of the Southeast 1/4		18	18 South 2 East
Southwest 1/4 of the Southeast 1/4 of the Southeast 1/4		18	18 South 2 East
Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4		18	18 South 2 East
Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4		18	18 South 2 East
Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4		18	18 South 2 East
Northwest 1/4 of the Northeast 1/4		18	18 South 2 East
South 1/2 of the Southwest 1/4 of the Northeast 1/4		18	18 South 2 East
Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4		18	18 South 2 East
South 1/2 of the Southeast 1/4 of the Northeast 1/4		18	18 South 2 East
Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4		18	18 South 2 East
South 1/2 of the Northeast 1/4 of the Southeast 1/4		18	18 South 2 East
Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4		18	18 South 2 East
Northwest 1/4 of the Southeast 1/4		18	18 South 2 East
North 1/2 of the South 1/2 of the Southeast 1/4		18	18 South 2 East
West 1/2 of the Southwest 1/4		18	18 South 2 East
East 1/2 of the Northwest 1/4 of the Northwest 1/4		19	18 South 2 East
Northeast 1/4 of the Northwest 1/4		19	18 South 2 East
West 1/2 of the Northwest 1/4 of the Northeast 1/4		19	18 South 2 East

Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4	19	18 South	2 East
Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4	19	18 South	2 East
Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 LESS AND EXCEPT that part lying southeast of Highway No. 55, which tract is also known and designated as Block 19, according to the survey and map of Birmingham Acreage Company Addition to Sterrett, Alabama.	19	18 South	2 East
Southeast 1/4	21	18 South	2 East
South 1/2 of the Northeast 1/4	21	18 South	2 East
Southeast 1/4 of the Southwest 1/4	21	18 South	2 East
South 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4	22	18 South	2 East
North 1/2 of the Northeast 1/4	22	18 South	2 East
Southwest 1/4 of the Northeast 1/4	22	18 South	2 East
Northwest diagonal 1/2 of the Southeast 1/4 of the Northeast 1/4	22	18 South	2 East
North 1/2 of the Southwest 1/4	22	18 South	2 East
Northwest 1/4 of the Southeast 1/4	22	18 South	2 East
That part of the Northwest 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the northeast corner of the NW 1/4 of the NW 1/4, Section 23; thence south along the forty line 15 chains (990 feet); thence South 81 deg. West 3.96 chains (261.36 feet); thence North 41 deg. West 9.39 chains (619.74 feet) to the top of the mountain; thence along the top of the mountain South 52 deg. West 5.50 chains (363 feet); thence South 50 deg. West 5.70 chains (376.2 feet); thence South 44 deg. West 1.50 chains (99 feet) to the west boundary line of said forty; thence north along said west boundary line 17.0 chains (1,122 feet) to the northwest corner of said forty; thence east along the north boundary 20.00 chains (1,320 feet) to the point of beginning.	23	18 South	2 East

A part of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 23, described as follows: Beginning at the NW corner of the NE 1/4 of the NW 1/4 of Section 23, thence North 89 deg. East 7.90 chains (521.4 feet) to a corner; thence South 8.20 chains (541.20 feet) to the top of the mountain; thence along the top of the mountain South 37 deg. West for 4.00 chains (264 feet); thence South 53 deg. West for 3.89 chains (256.74 feet); thence South 59 deg. West for 2.10 chains (138.6 feet) to the west line of said forty; thence North along forty line 15 chains (990 feet) to the point of beginning.

West 1/2 of the Northwest 1/4 27 18 South 2 East

Thirteen acres off of the West side of the Northeast 1/4 of the Northwest 1/4 of Section 27 27 18 South 2 East

Northeast 1/4 of the Northeast 1/4 28 18 South 2 East

All of the Southeast 1/4 of the Northeast 1/4 Section 28, EXCEPT a tract containing 3 acres, being 210 yards (630 feet) long East and West and 70 yards (210 feet) wide North and South and lying in the Southwest corner of said Southeast 1/4 of Northeast 1/4 of said Section 28. 28 18 South 2 East

West 1/2 of the Northeast 1/4 28 18 South 2 East

Northeast 1/4 of the Northwest 1/4 28 18 South 2 East

Forest Management Office

A parcel of land more particularly described as follows:
Commence at a 2 1/2 inch open top pipe in place accepted as the Southwest corner of Section 12, Township 20 South, Range 2 East, Shelby County, Alabama; thence proceed North 01 deg. 00 min. 11 sec. East along the West boundary of said quarter Section for a distance of 1326.12 feet to a 2 1/2 inch open top pipe in place accepted as the Northwest corner of the Southwest One-fourth of the Southwest One-fourth of Section 12, Township 20 South, Range 2 East; thence proceed South 89 deg. 47 min. 15 sec. East along the North boundary of said quarter-quarter section for a distance of 1325.10 feet to a 2 1/2 inch open top pipe in place accepted as the Northwest corner of the Southeast One-fourth of the Southwest One-fourth of said section; thence proceed South 88 deg. 52 min. 08 sec. East along the North boundary of said Southeast

One-fourth of the Southwest One-fourth for a distance of 1375.25 feet to a 6 inch creosote post in place; thence proceed South 01 deg. 42 min. 05 sec. West along the accepted East boundary of the Southeast One-fourth of the Southwest One-fourth for a distance of 284.71 feet (set 1/2 inch rebar), said point being the point of beginning.. From this beginning point continue South 01 deg. 42 min. 05 sec. West along a fence for a distance of 414.96 feet (set 1/2 inch rebar) to a point on the Northerly right of way of Alabama Highway 76; thence Southwesterly along the Northerly right of way of said highway for a chord bearing and distance of South 78 deg. 04 min. 28 sec. West, 481.95 feet (set 1/2 inch rebar); thence proceed North 01 deg. 31 min. 34 sec. East along a fence for a distance of 425.46 feet (set 1/2 inch rebar); thence proceed North 79 deg. 19 min. 38 sec. East along a fence for a distance of 480.86 feet to the point of beginning.

Township 24 North, Range 12 East

Northwest 1/4 of the Southwest 1/4	5	24 North	12 East
That part of the North 1/2 of Fractional Section 5, west of Southern Railroad right of way.. EXCEPT that part of the following tract which lies west of said right of way, to wit: commencing at a certain sweet gum tree on the west bank of Simmons Creek, run South 86 deg. West for 13.31 chains (878.46 feet); thence North 3 1/2 deg. West for 9 chains (594 feet) to the section line; thence North 86 deg. East along the section line to aforesaid creek; thence down and along said creek to the beginning.	5	24 North	12 East
Northeast 1/4 of the Southeast 1/4	6	24 North	12 East
East 1/2 of the Northwest 1/4	6	24 North	12 East
Northeast 1/4 of the Southwest 1/4	6	24 North	12 East
Northwest 1/4 of the Southeast 1/4	6	24 North	12 East
Northeast 1/4	6	24 North	12 East
Southeast 1/4 of the Southwest 1/4	6	24 North	12 East
Southwest 1/4 of the Southeast 1/4	6	24 North	12 East
West 1/2 of the West 1/2	6	24 North	12 East

Northeast 1/4 of the Northwest 1/4	7	24 North	12 East
West 1/2 of the Northwest 1/4	7	24 North	12 East
Southeast 1/4 of the Northwest 1/4	7	24 North	12 East
That portion of the Northwest 1/4 of the Southwest 1/4 located North of Shoal Creek	7	24 North	12 East

Township 20 South, Range 1 West

East 1/2 of the Northwest 1/4	29	20 South	1 West
Southwest 1/4 of the Northwest 1/4	29	20 South	1 West
North 1/2 of the Southwest 1/4	29	20 South	1 West
Southwest 1/4 of the Southwest 1/4	29	20 South	1 West
South 1/2 of the Southwest 1/4	30	20 South	1 West
East 1/2 of the Southeast 1/4	30	20 South	1 West
Southwest 1/4 of the Southeast 1/4	30	20 South	1 West
Northwest 1/4 of the Northeast 1/4	31	20 South	1 West
North 1/2 of the Northwest 1/4	31	20 South	1 West
Southwest 1/4 of the Northwest 1/4	31	20 South	1 West

Township 20 South, Range 2 West

West 1/2 of the Southwest 1/4	2	20 South	2 West
Southeast 1/4 of the Southwest 1/4 lying North and West of Shelby County Highway No. 11.. LESS AND EXCEPT the following described parcel of land: Commence at the NE corner of the SW 1/4 of the SE 1/4 of said Section 2; thence run West along the north boundary line of said 1/4-1/4 section for 1,267.32 feet to the	2	20 South	2 West

northwest right of way line of Shelby County Highway No. 11 and the point of beginning of excepted parcel; thence continue along last said course for 1,046.77 feet; thence turn an angle of 90 deg. 00 min. to the left and run 419.37 feet to the northwest right of way line of Shelby County Highway No. 11; thence turn an angle of 111 deg. 49 min. 57 sec. to the left and run along said highway right of way for 1,127.65 feet back to the point of beginning of the herein excepted parcel.

Southeast 1/4 of the Southeast 1/4 lying North of Highway No. 11	3	20 South	2 West
Northeast 1/4 of the Northeast 1/4	10	20 South	2 West
West 1/2 of the Northeast 1/4	10	20 South	2 West
Northwest 1/4 of the Southwest 1/4 lying North and West of Highway No. 11.. LESS AND EXCEPT, 1-2/3 acres in the NE corner of the NW 1/4 of SW 1/4 described as follows: Begin at the NE corner of said 1/4-1/4 section; thence West 350 feet; thence South 368 feet to the road; thence Northeast along the road 514 feet; thence due North 33 feet back to the northeast corner of said 1/4-1/4.	10	20 South	2 West
Northeast 1/4 of the Northeast 1/4 lying North and West of Highway No. 11	16	20 South	2 West
Southeast 1/4 of the Northeast 1/4	23	20 South	2 West
Southwest 1/4 of the Northeast 1/4	24	20 South	2 West
Northeast 1/4 of the Southwest 1/4	24	20 South	2 West
South 1/2 of the Southwest 1/4	24	20 South	2 West
West 1/2 of the Southeast 1/4	24	20 South	2 West
Northwest 1/4 of the Northwest 1/4	25	20 South	2 West
South 1/2 of the Northwest 1/4	25	20 South	2 West
Southwest 1/4	25	20 South	2 West

West 1/2 of the Southeast 1/4	25	20 South	2 West
Southeast 1/4 of the Southeast 1/4	25	20 South	2 West
A part of the Northeast 1/4 of the Northwest 1/4, described as being a 6 acre square block in the Northwest corner of said 1/4-1/4	25	20 South	2 West
A part of the Southwest 1/4 of the Northeast 1/4 described as: Commencing at the southeast corner of said 1/4-1/4 and run North 150 yards (450 feet) to a road; thence westerly along the road to C. L. Mooney's land; thence South to the southwest corner of said 1/4-1/4 section; thence East to the southeast corner of said 1/4-1/4 section back to the point of beginning.	25	20 South	2 West
All that part of the Northeast 1/4 and all that part of the Northwest 1/4 of the Southeast 1/4 which lies South of the following described line, to wit: Commencing where the clear prong of Yellow Leaf Creek is intersected by the North and South median line of said section and run in a straight line to the point where said creek is intersected by the East boundary of said section..	26	20 South	2 West
West 1/2, EXCEPT the South 1/2 of the South 1/2 of the Southwest 1/4	26	20 South	2 West
Southwest 1/4 of the Southeast 1/4, EXCEPT the South 1/2 of the Southwest 1/4 of the Southeast 1/4	26	20 South	2 West
LESS AND EXCEPT the following described parcel from the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4: Commence at the Southwest corner of said Section 26 and proceed North 02 deg. 32 min. 48 sec. West along the west boundary line of said section for 688.38 feet; thence run North 88 deg. 38 min. 46 sec. East for a distance of 2,268.45 feet to the point of beginning of excepted parcel; thence continue North 88 deg. 38 min. 46 sec. East for 940.0 feet; thence run North 55 deg. 14 min. 57 sec. West for 91.32 feet; thence North 33 deg. 12 min. 32 sec. West for a distance of 180.70 feet; thence run South 88 deg. 38 min. 46 sec. West for a distance of 770.85 feet; thence run South 01 deg. 21 min. 14 sec. East for a distance of 207.30			

feet back to the point of beginning of excepted parcel.

Ten acres evenly off the West side of the Southeast 1/4 of the Southeast 1/4, EXCEPT the South 1/2 of the Southeast 1/4 of the Southeast 1/4.	26	20 South	2 West
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Northeast 1/4	36	20 South	2 West
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Southwest 1/4 of the Southeast 1/4	36	20 South	2 West
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Township 21 South, Range 2 West

Southeast 1/4 of the Northeast 1/4	21	21 South	2 West
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Northeast 1/4 of the Southeast 1/4	21	21 South	2 West
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Township 21 South, Range 3 West

North 1/2	31	21 South	3 West
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Northwest 1/4 of the Southeast 1/4	31	21 South	3 West
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Southwest 1/4	31	21 South	3 West
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Northeast 1/4 of the Northwest 1/4	32	21 South	3 West
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Northwest 1/4 of the Northwest 1/4	32	21 South	3 West
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LESS AND EXCEPT THE FOLLOWING DESCRIBED
FOUR (4) PARCELS FROM TOWNSHIP 21 SOUTH,
RANGE 3 WEST:

i.) A parcel of land situated in the South 1/2 of the Southeast 1/4 of Section 19 and the North 1/2 of the Northeast 1/4 of Section 30, all in Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the northeast corner of Section 30, Township 21 South, Range 3 West and run west along the north boundary line of Section 30 for a distance of 939.3 feet to a point on the west boundary line of a county gravel road, said point being the point of beginning; thence turn an angle to the left of 105 deg. 41 min. and run South 16 deg. 45 min. East along the west line of said gravel road for a distance of 136.78 feet to an

iron pin; thence turn an angle of 90 deg. 00 min. right and run in a southwesterly direction for a distance of 450 feet to a point; thence turn an angle to the right of 90 deg. 00 min. and run in a northwesterly direction for a distance of 300.6 feet to a point; thence turn an angle to the right of 66 deg. 48 min. and run in a northeasterly direction for a distance of 380.8 feet to a point; thence turn an angle to the right of 23 deg. 33 min. and run for a distance of 100.0 feet to an iron pin on the west boundary line of said county gravel road; thence turn an angle to the right of 89 deg. 39 min. and run South 16 deg. 45 min. East along the west boundary line of said county gravel road for a distance of 313.22 feet to the point of beginning.

ii.) Start at a point 140 feet north along the east boundary from the southeast corner of the Southwest 1/4 of the Southwest 1/4, Section 29, Township 21 South, Range 3 West, known as the point of beginning; thence from the said point of beginning continue along the following metes and bounds:

North 82 deg. 00 min. West for 980 feet;
North 49 deg. 05 min. West for 1,720 feet;
North 27 deg. 25 min. West for 2,215 feet;
North 4 deg. 15 min. West for 405 feet;
North 33 deg. 10 min. West for 430 feet;
North 4 deg. 35 min. East for 405 feet;
North 66 deg. 20 min. West for 180 feet;
North 1 deg. 10 min. East for 498 feet;
North 25 deg. 15 min. East for 775 feet;
North 51 deg. 35 min. East for 542 feet;
North 78 deg. 05 min. East for 364 feet;
North 25 deg. 55 min. East for 483 feet;
North 48 deg. 15 min. East for 703 feet;
South 2 deg. 45 min. East for 435 feet;
South 48 deg. 15 min. West for 360 feet;
South 25 deg. 55 min. West for 585 feet;
South 78 deg. 05 min. West for 460 feet;
South 51 deg. 35 min. West for 375 feet;
South 25 deg. 15 min. West for 620 feet;
South 1 deg. 10 min. West for 200 feet;
South 66 deg. 20 min. East for 195 feet;
South 4 deg. 35 min. West for 530 feet;
South 33 deg. 10 min. East for 403 feet;
South 4 deg. 15 min. East for 445 feet;
South 27 deg. 25 min. East for 2,075 feet;
South 49 deg. 05 min. East for 1,540 feet;

South 82 deg. 00 min. East for 820 feet;
South 3 deg. 35 min. East for 345 feet

back to the point of beginning.

iii.) Start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West and proceed on a bearing of North 5 deg. 49 min. East for a distance of 1318.30 feet to the point of beginning; thence westerly 660 feet; thence northerly 660 feet; thence easterly 660 feet; thence southerly 660 feet to the point of beginning, situated in Shelby County, Alabama.

iv.) To reach the point of beginning of the real estate herein less and excepted, start at the southwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 3 West; thence proceed North 7 deg. 13 min. 42 sec. West a distance of 587.50 feet to the point of beginning; from such point of beginning, proceed North 70 deg. 43 min. West a distance of 236 feet; thence proceed South 19 deg. 17 min. West a distance of 236 feet; thence proceed South 70 deg. 43 min. East for a distance of 236 feet; thence proceed North 19 deg. 17 min. East for a distance of 236 feet to the point of ending of excepted parcel.

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land located in the N 1/2 of Section 31 and the N 1/2 of the NW 1/4 of Section 32, all being in Township 21 South, Range 3 West, Shelby County, Alabama, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Northwest corner of Section 36, Township 21 South, Range 4 West; thence run South along the West boundary line of said Section 36 a distance of 1,138.0 feet to a point, such point being the point of beginning of the second strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and turns a deflection angle to the left of 86 deg. 04 min. 00 sec. and runs South 84 deg. 39 min. 15 sec. East a distance of 1,326.22 feet to a point; thence center line turns a deflection angle to the left of 04 deg. 00 min. and run South 88 deg. 39 min. 15 sec. East a distance of 1,545.46 feet to a point; thence center line turns a deflection angle to the right of 06 deg. 40 min. 00 sec. and run South 81 deg. 59 min. 15 sec. East a distance of 1,869.58 feet to a point; thence center line turns a deflection angle to the left of 10 deg. 51 min. 00 sec. and runs North 87 deg. 09 min. 45 sec. East a distance of 7,161 feet, more or less, to a point, such

being the point of ending of the strip of land herein described.

Township 22 South, Range 3 West

Southwest 1/4 of the Northeast 1/4	6	22 South	3 West
West 1/2 of the Northwest 1/4	6	22 South	3 West
West 1/2 of the East 1/2 of the Southeast 1/4	6	22 South	3 West
West 1/2 of the Southeast 1/4	6	22 South	3 West
Southwest 1/4	6	22 South	3 West
All of the West 1/2, lying West of Southern Railway right of way	30	22 South	3 West
All of the East 1/2, lying west of Southern Railway right of way	30	22 South	3 West

Township 21 South, Range 4 West

Southeast 1/4	3	21 South	4 West
East 1/2 of the Southwest 1/4	3	21 South	4 West
Southwest 1/4 of the Southwest 1/4	3	21 South	4 West
Northwest 1/4 of the Southwest 1/4	3	21 South	4 West
Southwest 1/4 of the Southwest 1/4	6	21 South	4 West
North 1/2 of the Northwest 1/4	7	21 South	4 West
Northwest 1/4 of the Southwest 1/4	15	21 South	4 West
South 1/2 of the Southwest 1/4	15	21 South	4 West
All of Section	16	21 South	4 West
Northwest 1/4 of the Southeast 1/4	17	21 South	4 West
South 1/2 of the Southeast 1/4	17	21 South	4 West

West 1/2 of the Southwest 1/4	17	21 South	4 West
West 1/2 of the Northeast 1/4	19	21 South	4 West
Northeast 1/4 of the Northwest 1/4	19	21 South	4 West
East 1/2 of the Northwest 1/4 of the Northwest 1/4	19	21 South	4 West
Northwest 1/4 of the Southeast 1/4	19	21 South	4 West
North 1/2 of the Southwest 1/4	19	21 South	4 West
Southwest 1/4 of the Southwest 1/4	19	21 South	4 West
Southeast 1/4 of the Southwest 1/4	19	21 South	4 West
Southeast 1/4 of the Southwest 1/4	30	21 South	4 West
A part of the Southeast 1/4 of the Northeast 1/4 described as follows: Beginning at a point on the south line of the Southeast 1/4 of the Northeast 1/4 of Section 30, Township 21 South, Range 4 West, 208.7 feet east of the southwest corner of said SE 1/4 of NE 1/4 go east along said south line for 374.6 feet; thence left 89 deg. 49 min. for 296.93 feet; thence right 89 deg. 49 min. for 377.15 feet; thence right 90 deg. 11 min. for 296.93 feet to said south line of SE 1/4 of NE 1/4; thence east along said south line to southeast corner of said SE 1/4 of NE 1/4; thence north to northeast corner of said SE 1/4 of NE 1/4; thence west to northwest corner of said SE 1/4 of NE 1/4; thence south along west line of said SE 1/4 of NE 1/4 to a point 208.7 feet north of southwest corner of said SE 1/4 of NE 1/4; thence left 90 deg. 11 min. for 208.7 feet; thence right 90 deg. 11 min. for 208.7 feet to the point of beginning.	30	21 South	4 West
North 1/2 of the Northeast 1/4, LESS AND EXCEPT the West 5 acres of the NW 1/4 of the NE 1/4 of said Section The parcel being included herein is more particularly described as follows: Begin at the northeast corner of said North 1/2 of Northeast 1/4; thence in a southerly direction along the east boundary of said North 1/2 of Northeast 1/4 to the southeast corner of said North 1/2	30	21 South	4 West

of Northeast 1/4; thence in a westerly direction along the south boundary of said North 1/2 of Northeast 1/4 for 2,439.60 feet, more or less, to a point 221.78 feet east of the southwest corner of said North 1/2 of Northeast 1/4; thence in a northerly direction along a straight line to intersection with the north boundary of said North 1/2 of Northeast 1/4; thence in an easterly direction along said north boundary 2,431.00 feet, more or less, back to the point of beginning of herein included parcel.

Southwest 1/4 of the Northeast 1/4	30	21 South	4 West
EXCEPT 1/2 acre in Boothe Family Cemetery			

A part of the Northeast 1/4 of the Southeast 1/4 described as follows: Beginning at a point on the west line of the NE 1/4 of SE 1/4, Section 30, 104.64 feet south of the northwest corner of said NE 1/4 of SE 1/4, said point being on the south edge of the Tuscaloosa public road; thence south along said west line for 285.00 feet; thence left 64 deg. 30 min. for 372.9 feet; thence left 115 deg. 30 min. for 276.03 feet to the south side of said public road; thence left 57 deg. 30 min. for 73.62 feet along said road; thence left 7 deg. 00 min. for 299.83 feet to the point of beginning.	30	21 South	4 West
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A part of the Northeast 1/4 of the Southeast 1/4 described as follows: Beginning at the NE corner of the NE 1/4 of the SE 1/4, Section 30, running south 539 feet on 1/4 section line on east side of said NE 1/4 of SE 1/4 of said Section 30, to an iron stake; thence west 330 feet to an iron stake; thence north 539 feet to 1/4 section line on north side of NE 1/4 of SE 1/4 of said Section 30; thence east 330 feet to point of beginning.	30	21 South	4 West
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Ten (10) acres in the northeast corner of the Northwest 1/4 of the Southeast 1/4	30	21 South	4 West
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Southeast 1/4 of the Northwest 1/4	31	21 South	4 West
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Northeast 1/4 of the Southwest 1/4	31	21 South	4 West
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Southeast diagonal 1/2 of the South 1/2 of the Northeast 1/4	35	21 South	4 West
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Southeast 1/4	35	21 South	4 West
Southeast diagonal 1/2 of the Southwest 1/4	35	21 South	4 West
Northeast 1/4	36	21 South	4 West
Northwest 1/4 of the Northwest 1/4	36	21 South	4 West
South 1/2 of the Northwest 1/4	36	21 South	4 West
South 1/2 , EXCEPT 4 acres in the Northeast corner of the Southeast 1/4 of the Southeast 1/4	36	21 South	4 West

ALSO, LESS AND EXCEPT that parcel sold to Alabama Power Company dated February 20, 1997 and recorded by Inst. No. 1997-13759 in the Probate Office, described as follows: A strip of land one hundred (100) feet in width which lies within the N 1/2 of Section 19 and the N 1/2 of Section 36, all being in Township 21 South, Range 4 West, said strip is more particularly described as follows: To reach the point of beginning of the strip, commence at the Southwest corner of Section 18, Township 21 South, Range 4 West; thence run North along the west boundary line of said Section 18 a distance of 214.6 feet to a point; thence turn a deflection angle to the right of 102 deg. 28 min. and run South 67 deg. 39 min. 00 sec. East a distance of 713 feet, more or less, to a point, such point being the point of beginning of the strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 67 deg. 39 min. 00 sec. East a distance of 733.0 feet to a point; thence center line turns a deflection angle to the left of 01 deg. 30 min. and runs South 69 deg. 09 min. 00 sec. East a distance of 2,891 feet, more or less, to a point, such point being the center line of the Cahaba River; such point also being the point of ending of the strip of land herein described.

Township 22 South, Range 4 West

Northeast 1/4 of the Southwest 1/4	1	22 South	4 West
Thirty-two acres in the Southeast 1/4 of the Northwest 1/4	1	22 South	4 West

lying east of Brady Kitchens Road and south of the
Boothton-Dogwood Road

Northeast 1/4	1	22 South	4 West
North 1/2 of the Northwest 1/4 LESS AND EXCEPT the following two parcels of land: i.) Begin at the southwest corner of the NE 1/4 of the NW 1/4 of Section 1, thence east for a distance of 7.00 chains (462 feet) to the point of beginning; thence North 15 deg. East for 5.50 chains (363 feet); thence North 8 deg. East for 6.80 chains (448.8 feet); thence North 89 deg. East 1.84 chains (121.44 feet); thence North 65 deg. East for 4.00 chains (264 feet); thence South 13 deg. East for 1.70 chains (112.2 feet); thence South 20 deg. East for 3.75 chains (247.5 feet); thence South 31 deg. West for 4.60 chains (303.6 feet); thence South 30 deg. East for 4.00 chains (264 feet) to the south line of the NE 1/4 of the NW 1/4; thence West along said forty line 10.14 chains (669.24) to the point of beginning of excepted parcel. ii.) Begin at the point of beginning of the above described parcel i; thence East for 10.14 chains (669.24 feet); thence South 82 deg. West for 10.50 chains (693 feet); thence North 4 deg. East 2.24 chains (147.84 feet) to the point of beginning of excepted parcel, situated in the SE 1/4 of the NW 1/4 of said Section 1, Township 22 South, Range 4 West	1	22 South	4 West
Southeast 1/4	1	22 South	4 West
South 1/2 of the Southwest 1/4, lying East of Highway No. 10	1	22 South	4 West
Northeast 1/4 of the Northeast 1/4	2	22 South	4 West
Northwest 1/4 of the Southeast 1/4 LESS AND EXCEPT the following described parcel of land: Beginning at the northeast corner of the NW 1/4 of the SE 1/4 of Section 2, Township 22 South, Range 4 West; thence due South along the east boundary of said 1/4-1/4 a distance of 100.00 feet; thence South 89 deg. 35 min. West a distance of 100.00 feet; thence due North a distance of 100.00 feet to the north boundary of said 1/4-1/4; thence North 89 deg. 35 min. East a distance of 100.00 feet	2	22 South	4 West

to the point of beginning.

South 1/2 of the Southeast 1/4	2	22 South	4 West
Northeast 1/4 of the Southwest 1/4	2	22 South	4 West
South 1/2 of the Southwest 1/4	2	22 South	4 West
<p>LESS AND EXCEPT the following described parcel of land: Commence at the northwest corner of the SW 1/4 of the SW 1/4 of Section 1, being the point of beginning; thence east a distance of 52 feet; thence South 14 West a distance of 248 feet; thence west a distance of 175 feet; thence North 14 East a distance of 248 feet; thence East a distance of 123 feet to the point of beginning.</p>			
Southeast 1/4 of the Southeast 1/4 LESS AND EXCEPT the following two parcels of land described as follows: a) Begin at the northwest corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 350 feet; thence North 51 1/2 deg. East for 608 feet; thence due West 497 feet back to the point of beginning of the excepted parcel; b) Begin at the northeast corner of the SE 1/4 of the SE 1/4 of said section for the point of beginning of excepted parcel and run due South 160 feet; thence North 71 deg. 48 min. West for 512 feet; thence due East 486 feet back to the point of beginning of the excepted parcel.	3	22 South	4 West
East 1/2 of the Northeast 1/4	10	22 South	4 West
Northeast 1/4 of the Southwest 1/4	10	22 South	4 West
Northwest 1/4 of the Northwest 1/4	10	22 South	4 West
Southwest 1/4 of the Southwest 1/4	10	22 South	4 West
Southeast 1/4	10	22 South	4 West
West 1/2 of the Southwest 1/4	11	22 South	4 West
South 1/2 of the Southwest 1/4 of the Southeast 1/4	11	22 South	4 West
Southwest 1/4 of the Northwest 1/4	11	22 South	4 West

Southeast 1/4 of the Southeast 1/4	11	22 South	4 West
Northwest 1/4 of the Northeast 1/4	11	22 South	4 West
South 1/2 of the Northeast 1/4	11	22 South	4 West
North 1/2 of the Northwest 1/4	11	22 South	4 West
Southeast 1/4 of the Northwest 1/4	11	22 South	4 West
North 1/2 of the Southeast 1/4	11	22 South	4 West
North 1/2 of the Southwest 1/4 of the Southeast 1/4	11	22 South	4 West
East 1/2 of the Southwest 1/4	11	22 South	4 West
West 1/2 of the Southwest 1/4	14	22 South	4 West
East 1/2 of the Southwest 1/4	14	22 South	4 West
Southeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northeast 1/4 of the Southeast 1/4	14	22 South	4 West
West 1/2 of the Northwest 1/4	14	22 South	4 West
East 1/2 of the Northeast 1/4	15	22 South	4 West
South 1/2 of the South 1/2	15	22 South	4 West
West 1/2 of the Northwest 1/4	15	22 South	4 West
Southeast 1/4 of the Northwest 1/4	15	22 South	4 West
West 1/2 of the Northeast 1/4	15	22 South	4 West
North 1/2 of the South 1/2	15	22 South	4 West
East 1/2	22	22 South	4 West
North 1/2 of the Northwest 1/4	22	22 South	4 West

Southeast 1/4 of the Northwest 1/4	22	22 South	4 West
East 1/2 of the Southwest 1/4	22	22 South	4 West
West 1/2 of the Northeast 1/4	23	22 South	4 West
Northwest 1/4	23	22 South	4 West
West 1/2 of the Southeast 1/4	23	22 South	4 West
Southwest 1/4	23	22 South	4 West
East 1/2 of the East 1/2	23	22 South	4 West
All of Fractional Section	25	22 South	4 West

Township 21 South, Range 5 West

Southeast 1/4 of the Southeast 1/4	1	21 South	5 West
Northeast 1/4 of the Northeast 1/4 less and except the south 5 acres along the south side thereof	2	21 South	5 West
Northeast 1/4 of the Northeast 1/4	12	21 South	5 West
West 1/2 of the Northwest 1/4 of the Northeast 1/4	12	21 South	5 West
Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4	12	21 South	5 West
West 1/2 of the Northwest 1/4	13	21 South	5 West
East 1/2 of the Northeast 1/4	14	21 South	5 West
Northeast 1/4 of the Northeast 1/4	25	21 South	5 West
East 1/2 of the Northeast 1/4	36	21 South	5 West

Inst # 2000-36787

A-23

10/23/2000-36787
01:10 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
049 NMB 157.00