

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**PURCHASE MONEY MORTGAGE**

**THIS INDENTURE** made as of the 13<sup>th</sup> day of June, 2001, between **JTJG, LLP**, an Alabama limited liability partnership (hereinafter called the "Borrower"), Mortgagor, and **NATIONAL-STANDARD COMPANY**, an Indiana corporation (hereinafter called the "Lender"), Mortgagee.

**W I T N E S S E T H:**

**WHEREAS**, Borrower is justly indebted to Lender in the amount of Four Hundred Five Thousand and No/100 Dollars (\$405,000.00) as evidenced by a certain promissory note of even date herewith (the "Note"), payable to Lender in installments with interest thereon in the manner and at the rate set forth therein, said indebtedness maturing and becoming due and payable in full on the twentieth (20<sup>th</sup>) anniversary of the date of this Mortgage; and

**WHEREAS**, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note;

**NOW, THEREFORE**, Borrower, in consideration of the indebtedness above-mentioned, and to secure the prompt payment of the Note and interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, has bargained and sold and does hereby **GRANT, BARGAIN, SELL, CONVEY and MORTGAGE** unto Lender, its successors and assigns, all of Borrower's right, title and interest in and to the following described property (the "Mortgaged Property") to-wit:

(a) All that tract or parcel or parcels of land and estates located in Shelby County, Alabama and more particularly described in **Exhibit A** attached hereto and made a part hereof;

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit A**;

(c) All easements, rights of way, 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 Borrower, and

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the reversion and reversions, remainder and remainders, rents, issues and profits thereof;

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

**PROVIDED, HOWEVER**, that these presents are upon the condition that, if Borrower shall pay or cause to be paid to Lender the principal and interest payable in respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage and in the Note expressed to be kept, performed and observed by or on the part of Borrower, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be null and void, but shall otherwise remain in full force and effect.

**AND** Borrower further covenants and agrees with Lender as follows:

## **ARTICLE I**

1.01 **Performance of Mortgage and Note.** Borrower will perform, observe and comply with all provisions hereof and of the Note, and will duly and punctually pay to Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 **Purchase Money Mortgage.** This Mortgage is a purchase money mortgage given to secure the repayment of funds used by Borrower to purchase the Mortgaged Property.

1.03 **Other Taxes, Utilities and Liens.**

(a) Borrower will pay promptly, when and as due, and if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, dues, charges, fines, penalties, costs and other expenses incurred, 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 any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage.

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

(c) Borrower will promptly pay and will not suffer to be created or to remain outstanding upon any of the Mortgaged Property any mechanic's, materialmen's, laborer's, statutory or other lien which might or could be prior to the lien of this Mortgage.

#### 1.04 **Insurance.**

(a) Borrower will procure and maintain for the benefit of Borrower and Lender during the term of this Mortgage insurance policies, in an amount not less than the principal amount of the Note, insuring the improvements on the Mortgaged Property against fire, extended coverage, and such other insurable hazards, casualties and contingencies as are customary. At least fifteen (15) days prior to the expiration date of all such policies, evidence of renewals thereof shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of Borrower in and to all insurance policies then in force shall pass to the purchaser or transferee.

(b) Each insurance company is hereby authorized and directed to make payment for any losses to Borrower and Lender jointly. The net proceeds shall be applied toward restoring the improvements on the Mortgaged Property, and such sums shall be paid over to Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to Lender.

1.05 **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 or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Borrower is hereby authorized to commence, appear in and prosecute any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender, after deducting therefrom all Borrower's expenses, including attorneys' fees, and Lender may apply the same in such manner as Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to Borrower.



**1.06 Care of the Property.**

(a) Borrower will preserve and maintain the Mortgaged Property in as good condition and repair as when conveyed to Borrower by Lender, and will not commit or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) No buildings on the Mortgaged Property shall be removed or demolished without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

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

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

(e) Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Borrower will promptly restore the Mortgaged Property to the equivalent of its condition existing at the time of such casualty, to the extent there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower will promptly restore, repair or alter the remaining property in a manner mutually satisfactory to Borrower and Lender; provided, however, that if there are condemnation proceeds or awards, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.05, toward restoring the damaged improvements.

**1.07 Expenses.** Borrower will pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by Lender in any proceeding involving the estate of an insolvent, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as party plaintiff or defendant, affecting the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

**1.08 Performance by Lender of Defaults by Borrower.** If Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, then Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon at the rate of ten percent (10%) per annum. Lender 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 Borrower or any person in possession holding under Borrower for trespass or otherwise.

## **ARTICLE II**

**2.01 Event of Default.** The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by Borrower to pay as and when due and payable, after ten (10) days written notice from Lender, any installment of principal, interest or escrow deposit, or other charge payable under the Note or this Mortgage; or

(b) Failure by Borrower to duly observe any other covenant, condition or agreement of this Mortgage or of the Note; or

(c) The filing by Borrower or any guarantor of any indebtedness secured hereby of a voluntary petition in bankruptcy or Borrower's or any guarantor's adjudication as a bankrupt or insolvent, or the filing by Borrower or any guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's or any guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors or the admission in writing of Borrower's inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against Borrower or any guarantor of any of the



indebtedness secured hereby seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or any guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of Borrower which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or

(e) The enforcement of any prior lien or encumbrance on the Mortgaged Property or any part thereof; or

(f) Any other event of default set forth in the Note or this Mortgage.

**2.02 Acceleration of Maturity.** If an Event of Default shall have occurred, then the entire balance of the indebtedness secured hereby with interest accrued thereon shall, at the option of Lender, become due and payable upon notice or demand; and any omission on the part of Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

**2.03 Right of Lender to Enter and Take Possession.**

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

(b) Upon every such entering upon or taking of possession, Lender may from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same; and (iv) Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property; (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments and improvements and purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges prior to this Mortgage as Lender may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and

(ff) the reasonable compensation, expenses and disbursements of the attorneys for Lender; Lender shall apply the remainder of the moneys so received, first to the payment of accrued interest under the Note; second to the payment of any other sums required to be paid by Borrower under this Mortgage; third to the payment of past due installments of principal; and the balance, if any, to Borrower, or the party appearing of record to be the owner of the Mortgaged Property, or as otherwise required by law.

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

#### **2.04 Receiver.**

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

(b) Borrower will pay to Lender upon demand all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 2.04; and all such expenses shall be secured by this Mortgage.

**2.05 Lender's Power of Enforcement.** If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to Lender, all as Lender may elect.

**2.06 Power of Sale.** If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given at least thirty (30) days notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in a newspaper of general circulation published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said



sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect.

**2.07 Application of Foreclosure Proceeds.** The proceeds of any foreclosure sale pursuant to Paragraph 2.06 of Article II 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 the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Lender 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 indebtedness secured hereby with interest to date of sale, whether or not all of such indebtedness be then due;

(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 expense of ascertaining who is such owner, or as may otherwise be provided by law.

**2.08 Delay or Omission No Waiver.** No delay or omission of Lender or of any holder of the Note 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 the Note or this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

**2.09 No Waiver of One Default to Affect Another.** 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.

**2.10 Discontinuance of Proceedings -- Position of Parties Restored.** In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then



and in every such case Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

**2.11 Remedies Cumulative.** No right, power, or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other 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 under the Note, or now or hereafter existing at law or in equity or by statute.

### **ARTICLE III**

#### **3.01 Borrower's Right of Self-Help.**

(a) In the event that Lender should fail or refuse to comply with its obligations with respect to the Mortgaged Property as set forth in Section 5.2 of the Purchase Contract (the "Environmental Obligations"), Borrower shall have the right at its election to exclude Lender from the Mortgaged Property and commence and complete any one or more of said Environmental Obligations, provided that:

(i) Borrower shall have first given Lender written notice of Lender's failure to perform any Environmental Obligation, specifying with particularity the nature of the failure to perform, and Lender shall not have corrected or cured such failure to perform within thirty (30) days from date of such notice; and

(ii) If the particular Environmental Obligation is of such nature that it cannot be performed by Borrower but must be performed by third parties, the cost of such third party performance contracted for by Borrower shall be at competitive rates.

(c) Lender shall reimburse Borrower upon written demand for all costs and expenses incurred by Borrower in performing the Environmental Obligations or in causing same to be performed, and should Lender fail to make reimbursement within five (5) days from such demand, Borrower shall have the right to deduct and set off, from and against the payment of the indebtedness due under the Note, all such costs and expenses incurred by Borrower in connection with such Environmental Obligations.

**3.02 Subordination.** Lender agrees, upon request of Borrower, to subordinate the lien of this Mortgage to the lien of a mortgage which will secure an interim loan which Borrower intends to obtain from an institutional lender (the "Loan"), provided that:

(a) The net proceeds of the Loan are used to pay for the cost and expense of renovation and alteration of the building and improvements on the Mortgaged Property for the purpose of obtaining tenants for the lease of space within the Mortgaged Property;

(b) The principal amount of the Loan does not exceed the sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000) and payment thereof is personally guaranteed by the Managing Partner of Borrower; and

(c) If requested by Lender, Borrower shall cause the institutional lender to execute an agreement with Lender whereby the Lender is to be given notice of any default of Borrower under the Loan and the right at its election to cure such default.

#### **ARTICLE IV**

4.01 **Successors and Assigns Included in Parties.** Wherever 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 Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

4.02 **Headings.** 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.

4.04 **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 shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

**IN WITNESS WHEREOF**, Borrower has executed this instrument effective as of the day and year first above written.

**JTJG, LLP**, an Alabama limited liability partnership

By:   
James L. Turnipseed  
Managing Partner



Borrower's address:  
JTJG, LLP  
c/o Turnipseed Lumber Inc.  
7030 Meadowlark Lane  
Birmingham, AL 35242  
Fax No.: (205) 991-6091  
Attention: Jim Turnipseed

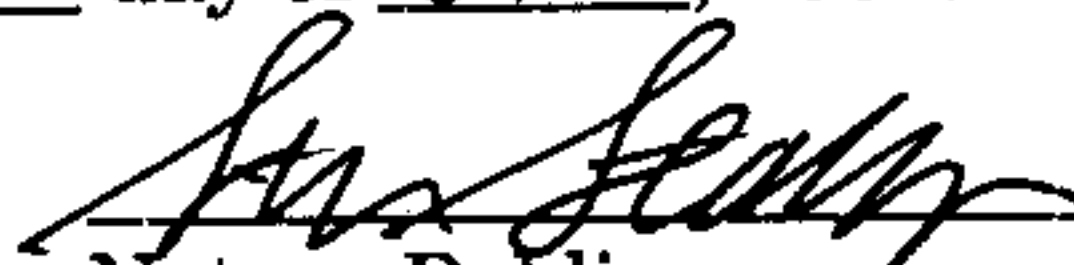
Lender's address:  
National-Standard Company  
1618 Terminal Road  
Niles, MI 49120-1298  
Fax No.: (616) 683-6249  
Attention: Mr. El Roskovensky

with copy to:  
McDermott, Will & Emery  
227 West Monroe  
Chicago, Illinois 60606  
Attn: Helen R. Friedli, Esq.

STATE OF ALABAMA:  
COUNTY OF SHELBY:

I, the undersigned, Notary Public in and for said County in said State, hereby certify that James L. Turnipseed, whose name as Managing Partner of JTJG, LLP, an Alabama limited liability partnership, 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 Managing Partner, executed the same voluntarily for and as the act of said company.

Given under my hand this 11<sup>th</sup> day of June, 2001.



Notary Public

My Commission Expires: MY COMMISSION EXPIRES 1/26/2003

THIS INSTRUMENT PREPARED BY:  
Harold D. Parkman, Esq.  
Hand Arendall, L.L.C.  
P.O. Box 123  
Mobile, AL 36601  
Tel: (334) 432-5511

**EXHIBIT A TO PURCHASE MONEY MORTGAGE  
MADE BY JTJG, LLP IN FAVOR OF NATIONAL-STANDARD COMPANY**

**DESCRIPTION OF REAL PROPERTY**

Commence at the Southeast corner of said Section 22; thence run North 00 degrees, 07 minutes, 39 seconds West along the East line of said Section 22 for a distance of 123.94 feet to a point; thence run South 89 degrees, 50 minutes, 44 seconds East for a distance of 350.40 feet to a point; thence run South 00 degrees, 23 minutes, 31 seconds West for a distance of 81.90 feet to a point; thence run South 89 degrees, 28 minutes, 43 seconds East for a distance of 336.30 feet to a point; thence run North 00 degrees, 24 minutes, 17 seconds East for a distance of 833.20 feet to a point; thence run South 89 degrees, 37 minutes, 19 seconds East for a distance of 75.98 feet to a point; thence run North 00 degrees, 25 minutes, 57 seconds East for a distance of 372.52 feet to a point; thence run South 88 degrees, 26 minutes, 13 seconds West for a distance of 774.63 feet to a point; thence run South 88 degrees, 47 minutes, 14 seconds West for a distance of 638.09 feet to a rebar and cap found; thence run South 00 degrees, 06 minutes, 26 seconds West for a distance of 644.9 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 2,006.05 feet to an iron pin set on the North right-of-way line of Alabama Highway Number 70; thence run North 88 degrees, 39 minutes, 51 seconds East along said North right-of-way line for a distance of 135.00 feet to an iron pin set; thence run North 08 degrees, 00 minutes, 00 seconds East along the Northwest right-of-way line of Industrial Road for a distance of 6.70 feet to an iron pin set on a curve to the right having a central angle of 42 degrees, 20 minutes, 28 seconds and a radius of 435.14 feet and a chord bearing of North 19 degrees, 33 minutes, 32 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 321.56 feet to an iron pin found; thence run North 36 degrees, 28 minutes, 28 seconds West for a distance of 272.02 feet to an iron pin found; thence run North 02 degrees, 31 minutes, 19 seconds West for a distance of 90.26 feet to an iron pin found; thence run North 00 degrees, 31 minutes, 18 seconds West for a distance of 60.10 feet to an iron pin found; thence run North 01 degrees, 40 minutes, 18 seconds East for a distance of 225.54 feet to an iron pin found on a curve to the right having a central angle of 36 degrees, 47 minutes, 55 seconds and a radius of 354.41 feet and a chord bearing of North 44 degrees, 27 minutes, 41 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 227.62 feet to an iron pin found; thence run North 78 degrees, 09 minutes, 19 seconds East for a distance of 40.30 feet to an iron pin found; thence run North 83 degrees, 07 minutes, 14 seconds East for a distance of 125.60 feet to an iron pin found; thence run South 85 degrees, 52 minutes, 41 seconds East for a distance of 89.90 feet to an iron pin set 27.62 feet West of an iron pin found; thence run North 01 degrees, 09 minutes, 58 seconds East for a distance of 39.21 feet to an iron pin set; thence run North 89 degrees, 22 minutes, 10 seconds West for a distance of 12.31 feet to an iron pin set; thence run North 00 degrees, 59 minutes, 22 seconds East for a distance of 51.87 feet to an iron pin set; thence run South 88 degrees, 05 minutes, 55 seconds East for a distance of 16.35 feet to an iron pin set; thence run North 00 degrees, 27 minutes, 47 seconds West for a distance of 142.00 feet to an iron pin set; thence run North 89 degrees, 21 minutes, 23 seconds West for a distance of 17.47 feet to an iron pin set; thence run North 00 degrees, 19 minutes, 58 seconds East for a distance of 215.05 feet to an iron pin set; thence run South 85 degrees, 00 minutes, 34 seconds East for a distance of 19.14 feet to an iron pin set; thence run North 00 degrees, 25 minutes, 16 seconds East for a distance of 93.29 feet to an iron pin set; thence run North 00 degrees, 08 minutes, 31 seconds East for a distance of 457.99 feet to an iron pin set; thence run North 02 degrees, 59 minutes, 40 seconds West for a distance of 134.20 feet to an iron pin set; thence run North 87 degrees, 18 minutes, 31 seconds West for a distance of 41.79 feet to an iron pin set; thence run North 89 degrees, 35 minutes, 16 seconds West for a distance of 136.02 feet to an iron pin set; thence run North 84 degrees, 23 minutes, 03 seconds West for a distance of 192.14 feet to an iron pin set; thence run South 01 degrees, 00 minutes, 07 seconds West for a distance of 203.39 feet to an iron pin set; thence run South 74 degrees, 49 minutes, 17 seconds West for a distance of 81.83 feet to an iron pin set; thence run North 89 degrees, 06 minutes, 47 seconds West for a distance of 41.23 feet to the point of beginning. Said parcel containing 15.57 acres, more or less.

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SHELBY COUNTY JUDGE OF PROBATE  
012 CJI 654.50