

REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

Mortgagors (last name first):

Guntersville Breathables, Inc.

Mortgagee:

SouthTrust Bank

517 Gunter Avenue

P. O. BOX 830837

Mailing Address

Mailing Address

Guntersville, AL 35976

Birmingham, AL 35283-0837

City

State

Zip

City

State

Zip

THE STATE OF ALABAMA

This instrument was prepared by:

Burke & Beuoy, Attorneys X

725 N. Brindlee Mtn. Parkway

MARSHALL

County

Arab, AL 35016

KNOW ALL MEN BY THESE PRESENTS: That whereas GUNTERSVILLE BREATHABLES, INC., a corporation, JEAN McGRADY, a married woman, MARK BEAVER, a _____ man, ASSOCIATED COMMERCIAL INVESTORS, a partnership, LYNN TAYLOR and wife, GAIL E. TAYLOR, FOWLER AND KNIGHT, LLC, WILBUR P. FOWLER, a married man, PLESS R. KNIGHT, a married man, ARTHUR NEAL SHIRLEY and wife, NORMANDIE RUSSO SHIRLEY have become justly indebted to _____ SouthTrust Bank

with offices in _____ Birmingham _____, Alabama, (together with its successors and assigns,

hereinafter called "Mortgagee" in the sum of One million, three hundred thousand and No/100 ----- Dollars (\$ 1,300,000.00)

together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

[Complete the following if term of note(s) is more than 20 years] The final scheduled maturity date of such note(s) is _____

Grantors certify that any of said Grantors who is a married person whose spouse does not join in this conveyance, acknowledges that said property is not the homestead of said Grantor, nor of Grantor's spouse.

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the indebtedness described above, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon, all sums advanced by Mortgagee pursuant to the terms of this mortgage, and all other indebtedness (including future loans and advances) now or hereafter owed to Mortgagee by any of the above-named or by any of the undersigned, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not (all of the foregoing being sometimes referred to collectively in this mortgage as the "secured indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned GUNTERSVILLE BREATHABLES, INC., a corp., JEAN McGRADY, MARK BEAVER, ASSOCIATED COMMERCIAL INVESTORS, a partnership, LYNN TAYLOR and wife, GAIL E. TAYLOR, FOWLER AND KNIGHT, LLC, WILBUR P. FOWLER, PLESS R. KNIGHT, ARTHUR NEAL SHIRLEY and wife, NORMANDIE RUSSO SHIRLEY,

(whether one or more, hereinafter called "Mortgagors") do hereby grant, bargain, sell, convey, assign, grant a security interest in, transfer and warrant unto _____ & Shelby

Mortgagee the following described real property situated in Marshall, Madison County, State of Alabama, viz:

See attached Exhibit A (pages 1 through 6) for complete legal description.

together with all present and future leases and subleases thereof and of any part thereof, all rents, profits, royalties, and other income and revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinklers, smoke, fire and intrusion detection devices, trees, shrubs and flowers, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "mortgaged property");

And together will all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property or on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, steel, roofing materials, paint, doors, windows, storm doors, storm windows, glass, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating, ventilating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, trees, shrubs and flowers, and in general all building materials, equipment, appliances and plants of every kind and character used or useful in connection with improvements to real property, provided, that to the extent the personal property described above consists of "household goods", as that term is defined in 12 C.F.R. Section 227.12(d), Mortgagee's security interest in those household goods is limited to a purchase money security interest; and provided further, that if the mortgaged property includes the principal dwelling of any Mortgagor who is an individual, and if the securing by this mortgage of any particular other or future indebtedness would give rise to a right of rescission under 15 U.S.C. Section 1635 or the regulations promulgated thereunder, such other or future indebtedness will be secured by this mortgage only if all required notices of the right of rescission were timely and properly given.

For the purpose of further securing the payment of all of the secured indebtedness Mortgagors represent, warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property except as otherwise expressly stated herein, they have a good right to convey the same as aforesaid, they will warrant and forever defend the title of Mortgagee to the mortgaged premises against the lawful claims of all persons whomsoever, and the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, and other liens or mortgages taking priority over this mortgage. If Mortgagors' interest in the mortgaged property or any part thereof is other than a freehold estate, Mortgagors agree to pay all rents and perform all covenants due to be paid and performed under the lease or other agreement whereby such interest is created exactly when due, to maintain such lease or agreement in full force and effect in accordance with its terms, and not to attempt to amend or terminate the lease or agreement without Mortgagee's prior written consent. If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall pay and perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.
3. That they will keep the buildings and other improvements now or hereafter located on the mortgaged property and all building materials, appliances, equipment, fixtures and fittings now or hereafter located on the mortgaged property and the other personal property described above continuously insured against loss or damage, including loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, and including builder's risk coverage if this is a construction mortgage, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 30 days notice to Mortgagee before cancellation or lapse of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors may provide such insurance through an existing policy or a policy or policies independently obtained and paid for by Mortgagors. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance offered or obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property for its insurable value or the unpaid balance of the secured indebtedness against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of all insurance on the mortgaged property and the other personal property described above shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Insurance proceeds collected by or paid to Mortgagee may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at Mortgagee's election. No crediting of insurance proceeds to the secured indebtedness and no application of insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall extend or postpone the due date of any scheduled payments of the secured indebtedness or reduce the amount of such payments. In the event of a dispute with any insurer regarding coverage, the amount of any loss, or the like, Mortgagee may bring an action or join in any action against the insurer, at Mortgagee's election. If Mortgagee elects not to bring an action or to join in any action and Mortgagors elect to pursue any claim or action against the insurer, Mortgagors agree to do so solely at their expense, and Mortgagors waive any right to require Mortgagee to join in the claim or action or to charge Mortgagee with any part of the expenses of the claim or action even if Mortgagee benefits from it.
4. That commencing upon written request by Mortgagee and continuing until the secured indebtedness is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the secured indebtedness a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All amounts mentioned in the preceding sentence and the amounts scheduled to be paid on the secured indebtedness shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the secured indebtedness; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the secured indebtedness. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall forthwith pay the deficiency upon demand. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagors' expense. Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
6. That upon failure of Mortgagors to perform any covenant herein made, Mortgagee shall have the right and power, at its election, to perform such act on behalf of Mortgagors, but Mortgagee shall have no duty to perform such act or to give notice of its intention not to perform, whether or not it has performed or given notice of its intention not to perform on one or more previous occasions. All amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens or mortgages on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee until date paid by Mortgagors, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire secured indebtedness to be due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.
7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be deemed a waiver of the right to exercise such option or to declare such forfeiture either as to past, present or future defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or performance of other obligations of Mortgagors by Mortgagee shall not constitute or be deemed to be a waiver of the right to accelerate the maturity of the secured indebtedness by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, or assessments or perform such other obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
8. That those Mortgagors who are obligated to pay the secured indebtedness will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, and any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred, provided that, notwithstanding any provision of this mortgage to the contrary, those Mortgagors who are not obligors on any of the secured indebtedness make the conveyances, grants, representations and warranties herein made by Mortgagors, but are not personally obligated to pay any sum of money or perform any affirmative act under this mortgage.
9. That whether or not default has been made in the payment of any of the secured indebtedness or in the performance of any of the terms or conditions of this mortgage, Mortgagee may give notice of the assignment of rents, royalties, income and profits herein made and may proceed to collect the rents, royalties, income and profits from the mortgaged property, either with or without the appointment of a receiver, at Mortgagee's election (to which appointment Mortgagors hereby consent). Prior to any such notification by Mortgagee, Mortgagors shall have a limited license, terminable at will by Mortgagee, to collect such rents and other payments and to apply the same in whole or in part to the payment of the secured indebtedness as and when due. Any rents, royalties, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee pursuant to the terms of this mortgage and the interest thereon, then to interest due on the secured indebtedness, and the remainder, if any, shall be held as cash collateral for the secured indebtedness or applied toward the payment of the principal sum of the secured indebtedness, at Mortgagee's election.
10. That, unless Mortgagee's written consent has been obtained in advance, (a) they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors, (b) they will not cut, remove, sell or contract to sell any standing timber from the mortgaged property, and (c) they will not sell, assign, transfer, convey, lease, or sublet all or any part of the mortgaged property or any oil, gas or mineral rights or other interest therein, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the obligors' or transferee's agreeing to pay a greater rate of interest on all or any part of the secured indebtedness or to adjust the payment schedule of all or any part of the secured indebtedness, and upon Mortgagee's approval of the creditworthiness of the transferee and the transferee's payment to Mortgagee of a reasonable transfer or assumption fee.
11. That, except as otherwise expressly disclosed by Mortgagors to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been spilled, released, discharged, or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors' knowledge, by any third party or any predecessor in interest or title to Mortgagors; no underground storage tanks, whether in use or not in use, are located in, on or under any part of the mortgaged property; Mortgagors and the mortgaged property are in compliance with all applicable local, state and federal environmental laws and regulations, and Mortgagors will at all times cause the mortgaged property to continue to be in compliance therewith; no notice has been received by Mortgagor from any governmental authority or any individual or entity claiming violation of any environmental protection law or regulation, or demanding compliance with any environmental protection law or regulation, or demanding payment, indemnity, or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received by Mortgagors; and any Hazardous Substance used or produced in Mortgagors' business will be used, produced, stored, and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is spilled, released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action and work as may be necessary to be performed on the mortgaged property in order to remedy such spilled, released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from all applicable governmental authorities. Upon Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or update of a previous report, in form acceptable to Mortgagee, prepared by a competent and reputable environmental engineer reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any asbestos, urea formaldehyde foam insulation, explosive, radioactive material, hazardous material, hazardous waste, hazardous or toxic substance, or related or unrelated substance or material which is defined, regulated, controlled, limited or prohibited in or by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (42 U.S.C. Sections 9601 et. seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et. seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. Sections 6901 et. seq.), the Clean Water Act (33 U.S.C. Sections 1251 et. seq.), the Clean Air Act (42 U.S.C. Section 7401 et. seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et. seq.), as any of the foregoing is now or hereafter amended, or in any other federal, state or local environmental law, ordinance, rule or regulation now or hereafter in effect.
12. That Mortgagors will indemnify and hold Mortgagee harmless from and against any and all loss, cost, damage, claim, liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in paragraph 11, above, or Mortgagors' failure to perform any covenant or obligation under paragraph 11, or Mortgagors' or the mortgaged property's failure to comply fully with all environmental laws and regulations, or any other matter related to environmental conditions on, under or affecting the mortgaged property. This paragraph 12 shall survive payment of the secured indebtedness, termination of the other provisions hereof, and exercise by Mortgagee of the power of sale herein contained.
13. That if the "Construction Mortgage" box is marked on Page 3, this mortgage is a construction mortgage which secured an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property, and Mortgagors will perform and comply with the terms of any construction loan agreement made with Mortgagee with regard to such improvement.
14. That all of the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this mortgage, the term "Mortgagors" also means "Mortgagors, or any of them;" the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagors hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

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UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the secured indebtedness (including, without limitation, all extensions, renewals and increases of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgagee to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in paragraph 12, on Page 2, which shall survive termination of this mortgage); but should default be made in the payment when due (whether as originally scheduled or upon acceleration of maturity) of the secured indebtedness or any part thereof or any renewals, extensions or increases thereof or any interest thereon or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn all or any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the secured indebtedness or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of secured indebtedness be declared invalid or unenforceable by any court of competent jurisdiction, or if any of the Mortgagors in a corporation and should any owner of the voting stock of such corporation sell or otherwise transfer 5% or more of the outstanding voting stock of such corporation to any other person or entity, or if any of the Mortgagors is a partnership (general or limited) and should the partnership dissolve or should any general partner of such partnership withdraw, be replaced by the limited partners, die or become incompetent, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the secured indebtedness, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where said property, or any substantial and material part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the property for sale, and conveying, including reasonable attorneys' fees (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage or sell any of the mortgaged property under this mortgage and attorneys' fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the secured indebtedness and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its election, sell said property en masse regardless of the number of parcels hereby conveyed. The power of sale granted herein is a continuing power and shall not be fully exercised until all of the mortgaged property not previously sold shall have been sold or all of the indebtedness and other obligations secured hereby have been satisfied in full. And upon the occurrence of any such event described above, with respect to all of the mortgaged property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking possession thereof, to sell the same at one or more public or private sales, or to proceed as to both the real property and personal property in accordance with Mortgagee's rights and remedies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors hereby waive, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above, or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.

☐ Construction mortgage. If this box is marked, this mortgage is a construction mortgage.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal or has caused this instrument to be executed (and its seal to be affixed hereto) by its officer(s) or partner(s) thereunto duly authorized, this 6th day of September, 2001.

(L.S.)

(L.S.)

(L.S.)

(L.S.)

ATTEST _____

GUNTERVILLE BREATHABLES, INC.

Its _____

(Corporate Seal)

By



WILL FOWLER

Its

President

(If recording privilege tax is not being paid at time of recording on the maximum sum which might be drawn under the secured indebtedness, complete the following pursuant to Ala. Code Section 40-22-2(2)(b).)

I certify the amount of indebtedness presently incurred is \$ _____

Authorized agent for Mortgagee

This instrument was prepared by Dave Beuoy, of Burke & Beuoy, Attorneys,
725 N. Brindlee Mtn. Parkway, Arab, AL 35016



RE: GUNTERVILLE BREATHABLES, INC.
Mortgage to SouthTrust Bank

Owner of Parcel 1:


JEAN McCRADY

Owner of Parcel 2:


MARK BEAVER

Owner of Parcel 3:

ASSOCIATED COMMERCIAL INVESTORS,
a partnership

By: 
WILBUR P. FOWLER, Partner

By: 
PLESS R. KNIGHT, Partner

Owner of Parcel 4:


LYNN TAYLOR


GAIL E. TAYLOR

Owner of Parcel 5:

FOWLER AND KNIGHT, LLC

By: 
WILBUR P. FOWLER

By: 
PLESS R. KNIGHT

Owner of Parcel 6:


WILBUR P. FOWLER


PLESS R. KNIGHT

Owner of Parcel 7:


ARTHUR NEAL SHIRLEY


NORMANDIE RUSSO SHIRLEY

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILL FOWLER**, whose name as **President of GUNTERVILLE BREATHABLES, INC., a corporation**, is signed to the foregoing instrument, and who is personally known to me or who produced _____ as identification, 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 corporation, on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.


NOTARY PUBLIC

My Commission Expires: 4-15-2005

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JEAN McCRADY**, a **married woman**, whose name is signed to the foregoing instrument, and who is personally known to me or who produced _____ as identification, acknowledged before me on this day that being informed on the contents of the instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.


NOTARY PUBLIC

My Commission Expires: 4-15-2004

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MARK BEAVER**, an ~~unmarried~~ **man**, whose name is signed to the foregoing instrument, and who is personally known to me or who produced Driver's License as identification, acknowledged before me on this day that being informed on the contents of the instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of September, 2001.


NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
DECEMBER 30, 2004

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILBUR P. FOWLER** and **PLESS R. KNIGHT**, whose names as **Partners of ASSOCIATED COMMERCIAL INVESTORS, a partnership**, are signed to the foregoing instrument, and who are personally known to me or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they, as partners with full authority, executed the same voluntarily, for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.


NOTARY PUBLIC

My Commission Expires: 4-15-2005

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **LYNN TAYLOR and wife, GAIL E. TAYLOR**, whose names are signed to the foregoing conveyance, and who are personally known to me or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.

Dawn B. [Signature]
NOTARY PUBLIC

My Commission Expires: 4-15-2004

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILBUR P. FOWLER**, as Member and **PLESS R. KNIGHT**, whose name as Member of **ASSOCIATED COMMERCIAL INVESTORS, LLC**, are signed to the foregoing instrument, and who are personally known to me or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they, as such officer(s) with full authority, executed the same voluntarily, for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.

Dawn B. [Signature]
NOTARY PUBLIC

My Commission Expires: 4-15-2004

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILBUR P. FOWLER, a married man, and PLESS R. KNIGHT, a married man**, whose names are signed to the foregoing conveyance, and who are personally known to me or who produced _____ as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of September, 2001.

Dawn B. [Signature]
NOTARY PUBLIC

My Commission Expires: 4-15-2004

STATE OF ALABAMA

COUNTY OF MARSHALL

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **ARTHUR NEAL SHIRLEY and wife, NORMANDIE RUSSO SHIRLEY**, whose names are signed to the foregoing conveyance, and who are personally known to me or who produced Drivers License as identification, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 17th day of September, 2001.

Stacey [Signature]
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
DECEMBER 31, 2004

RE: GUNTERSVILLE BREATHABLES, INC.

PARCEL 1:

JEAN McCRADY PROPERTY

Beginning at the Southeast corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 35, Township 6 South, Range 4 East, Marshall County, Alabama; thence West 864.6 feet to the county road right-of-way; thence North 40 degrees 30 minutes East along the East margin of said road 1274.6 feet; thence South 00 degrees 30 minutes East 945.6 feet to the point of beginning, containing 9.6 acres, more or less, situated in Marshall County, Alabama, save and except the mineral interests and mining privileges as heretofore conveyed;

ALSO that certain tract or parcel of land particularly described as follows: Beginning at the Northeast corner of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 2, Township 7 South, Range 4 East; thence South to the Southeast corner of said eighty; thence West to the middle of the Guntersville-Langston Highway; thence in a Northwesterly direction along the middle of said highway as it meanders to its intersection with the West line of said eighty; thence North to the Northwest corner of said eighty; thence East $\frac{1}{4}$ mile to the point of beginning, and also all that part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 2, Township 7 South, Range 4 East, lying North and East of the centerline of the Guntersville-Langston Highway, and containing 68 acres, more or less, in Marshall County, Alabama.

ALSO the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 1, Township 7 South, Range 4 East, Marshall County, Alabama, containing 40 acres, more or less.

After excluding all rights-of-way, containing in the aggregate 113 acres, more or less.

According to the survey of B. D. Hunkapiller, R.L.S., AL Reg. # 9792, dated December 12, 1988.

LESS AND EXCEPT: Tract 1

A tract or parcel of land containing 2.20 acres located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 1, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at a rock pile at the Northwest corner of said Section 1; thence South 00 degrees 05 minutes 16 seconds West (the direction of this line and all lines hereafter are referred to the Alabama (East) Coordinate System) 1323.56 feet to an iron set (this iron and all irons hereafter referred to as "set" are 5/8 inch diameter steel rods with red plastic cap stamped BDH-RLS AL #9792) (set previous survey); thence North 89 degrees 55 minutes 21 seconds East 517.55 feet to an iron set, the true point of beginning; thence North 07 degrees 36 minutes 57 seconds East 535.72 feet to an iron set; thence South 54 degrees 26 minutes 51 seconds East 270.00 feet to an iron set; thence South 32 degrees 59 minutes 29 seconds West 199.52 feet to an iron set; thence South 23 degrees 01 minutes 24 seconds East 224.94 feet to an iron set; thence North 89 degrees 55 minutes 21 seconds West 270.00 feet to the true point of beginning.

According to the survey of B. D. Hunkapiller, PE/LS, AL Reg. # 9792, dated May 10, 1995.

LESS AND EXCEPT: Tract 2

A tract or parcel of land containing 2.77 acres located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 1, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at a rock pile at the Northwest corner of said Section 1; thence South 00 degrees 05 minutes 16 seconds West (the direction of this line and all lines hereafter are referred to the Alabama (East) Coordinate System) 1323.56 feet to an iron set (this iron and all irons hereafter referred to as "set" are 5/8 inch diameter steel rods with red plastic cap stamped BDH-RLS AL # 9792) (set previous survey); thence South 89 degrees 55 minutes 21 seconds East 517.55 feet to an iron set; thence South 89 degrees 55 minutes 21 seconds East 270.00 feet to an iron set, the true point of beginning; thence North 23 degrees 01 minutes 24 seconds West 224.94 feet to an iron set; thence North 32 degrees 59 minutes 29 seconds East 199.52 feet to an iron set; thence South 54 degrees 26 minutes 51 seconds East 645.13 feet to a bolt at a metal fence post; thence North 89 degrees 55 minutes 21 seconds West 545.53 feet to the true point of beginning.

According to the survey of B. D. Hunkapiller, PE/LS, AL Reg. # 9792, dated May 10, 1995.

LESS AND EXCEPT: Tract 3

Beginning at the NW corner of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 2, Township 7 South, Range 4 East; thence South 00 degrees 05 minutes 17 seconds West 381.30 feet to the North margin of the Guntersville-Langston Highway (now called Murphy Hill Road); thence North 42 degrees 45 minutes 19 seconds East 516.78 feet to the North section line; thence North 89 degrees 41 minutes 49 seconds West 350.24 feet to the point of beginning, located in Marshall County, State of Alabama, containing 1.533 acres, more or less.

RE: GUNTERSVILLE BREATHABLES, INC.LESS AND EXCEPT: Tract 4

Lots 2 & 3 in Block 3, of Mountain Villas Phase I, an unrecorded subdivision, said lots described as follows:

A tract or parcel of land containing 9,141.8 square feet located partly Section 1 and partly in Section 2, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at a rock pile at the Northeast corner of said Section 2; thence South 05 degrees 53 minutes 48 seconds West (the direction of this line and all lines hereafter are referred to the Alabama (East) Coordinate System) 596.92 feet to an iron set (this iron and all irons hereafter referred to as "set" are ½ inch diameter steel rods with red plastic cap stamped BDH-RLS AL # 9792) (set previous survey) the true point of beginning; thence South 81 degrees 21 minutes 16 seconds East 61.10 feet to an iron set; thence South 02 degrees 22 minutes 51 seconds East 85.94 feet to an iron set; thence South 00 degrees 09 minutes 14 seconds West 72.42 feet to an iron set; thence North 74 degrees 10 minutes 56 seconds West 52.90 feet to an iron set; thence North 10 degrees 14 minutes 54 seconds West 60.06 feet to an iron set; thence North 01 degrees 20 minutes 33 seconds West 93.98 feet to the true point of beginning.

ALSO: A non-exclusive easement for ingress, egress, and utilities being more particularly described as follows: Commence at a rock pile at the Northwest corner of said Section 1; thence South 01 degree 43 minutes 54 seconds East (the direction of this line and all lines hereafter are referred to the Alabama (East) Coordinate System) 161.26 feet; thence South 43 degrees 39 minutes 06 seconds East 70.47 feet to the true point of beginning; thence South 48 degrees 52 minutes 32 seconds West 37.27 feet; thence South 30 degrees 47 minutes 53 seconds West 66.01 feet; thence South 02 degrees 58 minutes 10 seconds West 64.96 feet; thence South 04 degrees 04 minutes 14 seconds East 61.68 feet; thence South 02 degrees 00 minutes 33 seconds West 183.27 feet; thence South 02 degrees 22 minutes 51 seconds East 85.94 feet; thence South 00 degrees 09 minutes 14 seconds West 72.42 feet; thence South 04 degrees 02 minutes 08 seconds East 64.59 feet; thence North 75 degrees 06 minutes 13 seconds West 66.19 feet; thence North 07 degrees 50 minutes 51 seconds East 62.42 feet; thence North 10 degrees 14 minutes 54 seconds West 60.06 feet; thence North 01 degrees 20 minutes 33 seconds West 93.98 feet; thence North 78 degrees 10 minutes 08 seconds West 63.20 feet; thence South 18 degrees 05 minutes 47 seconds East 48.19 feet; thence South 27 degrees 59 minutes 10 seconds East 78.61 feet; thence South 08 degrees 27 minutes 23 seconds East 65.85 feet; thence South 15 degrees 44 minutes 27 seconds West 65.92 feet; thence North 77 degrees 46 minutes 34 seconds West 74.23 feet; thence South 11 degrees 57 minutes 25 seconds East 41.61 feet; thence South 51 degrees 18 minutes 02 seconds East 76.32 feet; thence South 81 degrees 53 minutes 24 seconds East 27.55 feet; thence South 87 degrees 50 minutes 47 seconds East 51.84 feet; thence South 57 degrees 49 minutes 52 seconds East 55.70 feet; thence North 58 degrees 27 minutes 22 seconds East 43.09 feet; thence North 80 degrees 58 minutes 23 seconds West 50.61 feet; thence North 03 degrees 46 minutes 01 second West 61.32 feet; thence North 02 degrees 26 minutes 58 seconds West 55.15 feet; thence North 00 degrees 33 minutes 35 seconds West 56.07 feet; thence North 02 degrees 05 minutes 15 seconds East 58.72 feet; thence North 06 degrees 40 minutes 54 seconds West 55.52 feet; thence North 03 degrees 03 minutes 12 seconds West 52.81 feet; thence North 01 degrees 57 minutes 43 seconds West 60.56 feet; thence North 02 degrees 14 minutes 30 seconds West 57.24 feet; thence North 01 degrees 05 minutes 43 seconds West 65.66 feet; thence North 02 degrees 23 minutes 30 seconds West 62.57 feet; thence North 23 degrees 26 minutes 49 seconds East 61.74 feet; thence South 72 degrees 43 minutes 46 seconds East 59.92 feet; thence North 27 degrees 50 minutes 18 seconds West 75.19 feet to the true point of beginning.

ALSO: A non-exclusive easement for ingress, egress, and utilities located partly in Section 35, Township 6 South, Range 4 East and partly in Section 2, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, lying 30 feet East of, parallel with, and contiguous with the following described line: Commence at a rock pile at the Southeast corner of said Section 35; thence North 55 degrees 59 minutes 55 seconds West (the direction of this line and all lines hereafter are referred to the Alabama (East) Coordinate System) 666.09 feet to a point in Murphy Hill Road, the true point of beginning; thence South 34 degrees 15 minutes 31 seconds East 166.25 feet; thence South 28 degrees 28 minutes 41 seconds East 60.54 feet; thence South 22 degrees 56 minutes 38 seconds East 60.56 feet; thence South 17 degrees 02 minutes 10 seconds East 147.31 feet; thence South 10 degrees 23 minutes 18 seconds East 144.47 feet; thence South 05 degrees 47 minutes 31 seconds East 103.26 feet; thence South 02 degrees 04 minutes 56 seconds East 229.49 feet; thence South 11 degrees 44 minutes 53 seconds East 90.42 feet; thence South 23 degrees 37 minutes 05 seconds East 236.91 feet; thence South 48 degrees 06 minutes 56 seconds East 82.49 feet to the Southwest corner of Lot 1, Block 1 of Mountain Villas Phase I, the end of easement.

According to the survey of B. D. Hunkapiller, PE/LS, AL Reg. No. 9792, dated December 12, 1995.

RE: GUNTERSVILLE BREATHABLES, INC.

LESS AND EXCEPT: Tract 5

Lot 5, Block 2, Mountain Villas Phase I, an unrecorded subdivision, described as follows: A tract or parcel of land containing 4,290.6 square feet located in the NE ¼, Section 2, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at the Northeast corner of said Section 2; thence South 01 degree 43 minutes 54 seconds East 161.26 feet; thence South 43 degrees 39 minutes 06 seconds East 70.47 feet; thence South 48 degrees 52 minutes 32 seconds West 37.27 feet; thence South 30 degrees 47 minutes 53 seconds West 66.01 feet; thence South 02 degrees 58 minutes 10 seconds West 64.96 feet; thence South 04 degrees 14 minutes 14 seconds East 61.68 feet; thence South 02 degrees 00 minutes 33 seconds East 183.27 feet; thence North 81 degrees 21 minutes 16 seconds West 61.10 feet; thence North 78 degrees 10 minutes 08 seconds West 63.20 feet to the true point of beginning; thence South 18 degrees 05 minutes 47 seconds East 48.19 feet; thence South 88 degrees 25 minutes 55 seconds West 83.32 feet; thence North 12 degrees 21 minutes 30 seconds West 61.43 feet; thence South 81 degrees 40 minutes 39 seconds East 82.34 feet to the true point of beginning.

LESS AND EXCEPT: Tract 6

Lots 5, 6 and 7, Block 5, Mountain Villas Phase I, an unrecorded subdivision, said lots being described as follows:

A tract or parcel of land containing 0.19 acres (8,454.87 sq. ft.) located in the NW ¼ of the NW ¼, Section 1, Township 7 South, Range 4 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at a rock pile at the Northwest corner of said Section 1 (Coordinates: N 1,441,627.2, E 395,253.0); thence South 01 degrees 43 minutes 54 seconds East (the positions of corners and directions of lines are referred to the Alabama (East) Coordinate System) 161.26 feet; thence South 43 degrees 39 minutes 06 seconds East 70.47 feet; thence South 27 degrees 50 minutes 18 seconds East 75.19 feet; thence South 08 degrees 29 minutes 49 seconds West 57.56 feet; thence South 06 degrees 53 minutes 34 seconds West 57.14 feet; thence South 06 degrees 18 minutes 30 seconds West 57.27 feet; thence South 07 degrees 07 minutes 14 seconds West 54.32 feet to the true point of beginning; thence South 01 degrees 50 minutes 23 seconds East 58.64 feet; thence South 07 degrees 57 minutes 13 seconds East 57.64 feet; thence South 08 degrees 08 minutes 56 seconds East 56.29 feet; thence North 86 degrees 29 minutes 58 seconds West 53.88 feet to the margin of Dogwood Circle, a private road of variable width; thence North 06 degrees 40 minutes 54 seconds West 55.52 feet along said margin; thence continue along said margin North 03 degrees 03 minutes 12 seconds West 52.81 feet; thence continue along said margin North 01 degrees 57 minutes 43 seconds West 60.56 feet; thence South 89 degrees 40 minutes 09 seconds East 47.29 feet to the true point of beginning.

SUBJECT TO: A utility and drainage easement retained by Grantor lying 5 feet each side of the following described line: Commence at the Northeast corner of the above described tract; thence South 01 degrees 50 minutes 23 seconds East 58.64 feet to the true point of beginning; thence South 88 degrees 00 minutes 25 seconds West 47.13 feet to the margin of said Dogwood Circle, the end of easement.

LESS AND EXCEPT: Tract 7

Commencing at a rock pile at a point purported to be the Northeast corner of Section 2, Township 7 South, Range 4 East in Marshall County, Alabama; Thence North 55 degrees 59 minutes 55 seconds West 666.09 feet to a point on the South margin of Murphy Hill Road; Thence leaving the South margin of said Murphy Hill Road South 34 degrees 15 minutes 31 seconds East 166.25 feet to a point; Thence South 28 degrees 28 minutes 41 seconds East 60.54 feet to a point; Thence South 22 degrees 56 minutes 38 seconds East 60.56 feet to a point; Thence South 17 degrees 02 minutes 10 seconds East 147.31 feet to a point; Thence South 10 degrees 23 minutes 18 seconds East 144.47 feet to a point; Thence South 5 degrees 47 minutes 31 seconds East 103.26 feet to a point; Thence South 2 degrees 04 minutes 56 seconds East 229.49 feet to a point; Thence South 11 degrees 44 minutes 53 seconds East 90.42 feet to a point; Thence South 23 degrees 37 minutes 05 seconds East 85.66 feet to an iron pin set, the point of beginning for the property herein described; Thence South 23 degrees 37 minutes 05 seconds East 151.25 feet to an iron pin set; Thence South 48 degrees 06 minutes 56 seconds East 41.00 feet to an iron pin set; Thence South 0 degrees 28 minutes 44 seconds West 40.22 feet to an iron pin set; Thence North 86 degrees 34 minutes 39 seconds West 224.48 feet to an iron pin set; Thence North 30 degrees 46 minutes 22 seconds West 224.53 feet to an iron pin set; Thence South 89 degrees 57 minutes 54 seconds East 248.18 feet to the point of beginning, containing 1.18 acres, more or less.

ALSO:

A 30 foot Non-exclusive easement for ingress-egress and utilities of which the West line is more particularly described as follows: Commencing at a rock pile at a point purported to be the Northeast corner of Section 2, Township 7 South, Range 4 East, in Marshall County, Alabama;

RE: GUNTERSVILLE BREATHABLES, INC.

Thence North 55 degrees 59 minutes 55 seconds West 666.09 feet to a point on the South margin of Murphy Hill Road, the point of beginning for the property herein described; Thence leaving the South margin of said Murphy Hill Road South 34 degrees 15 minutes 31 seconds East 166.25 feet to a point; Thence South 28 degrees 28 minutes 41 seconds East 60.54 feet to a point; Thence South 22 degrees 56 minutes 38 seconds East 60.56 feet to a point; Thence South 17 degrees 02 minutes 10 seconds East 147.31 feet to a point; Thence South 10 degrees 23 minutes 18 seconds East 144.47 feet to a point; Thence South 5 degrees 47 minutes 31 seconds East 103.26 feet to a point; Thence South 2 degrees 04 minutes 56 seconds East 229.49 feet to a point; Thence South 11 degrees 44 minutes 53 seconds East 90.42 feet to a point; Thence South 23 degrees 37 minutes 05 seconds East 85.66 feet to an iron pin set; Thence South 23 degrees 37 minutes 05 seconds East 151.25 feet to an iron pin set; Thence South 48 degrees 06 minutes 56 seconds East 41.00 feet to an iron pin set; Thence South 48 degrees 06 minutes 56 seconds East 41.49 feet to a point, the ending of said easement.

According to the survey of Lynn Lavell Taylor, AL Reg. 9801, survey # 98-192, dated May 14, 1998.

PARCEL 2:**MARK BEAVER PROPERTY**

A tract or parcel of land containing 1.85 acres located in the Southwest $\frac{1}{4}$ of Section 5, Township 8 South, Range 3 East, Huntsville Meridian, Marshall County, Alabama, and more particularly described as follows: Commence at an iron set at the Northeast corner of Lot 1 of the Warrenton Fields Subdivision, according to the survey and plat, as the same appears of record in Plat Book 4, Page 6, in the Probate Office of Marshall County, Alabama; Thence South 74 degrees 48 minutes 12 seconds East 133.00 feet to an iron set, the true point of beginning; Thence South 74 degrees 48 minutes 12 seconds East 461.88 feet to an iron set at the West right of way of Browns Creek Road; Thence South 03 degrees 02 minutes 30 seconds West 75.83 feet along and with said West right of way of Browns Creek Road to a concrete right of way monument at the intersection of said Browns Creek Road with the right of way of State Highway 69; Thence South 54 degrees 01 minutes 01 second West 136.39 feet along and with said right of way of Highway 69 to a concrete monument; Thence North 74 degrees 04 minutes 25 seconds West 242.49 feet along and with said right of way of Highway 69 to a concrete monument; Thence North 76 degrees 10 minutes 49 seconds West 148.52 feet along and with said right of way of Highway 69 to an iron set; Thence North 14 degrees 45 minutes 06 seconds East 180.88 feet to the true point of beginning.

According to the survey of David L. Musick, survey # 01-0921

PARCEL 3**ASSOCIATED COMMERCIAL INVESTORS****Tract 1:**

Lots 1, 2, 3, 6, 7, 8, and 9 of the Revision of the Albright Subdivision in Arab, Alabama, according to the survey and plat prepared by Gilbert Hart, as the same appears on record in Plat Book 3, Page 147, in the Probate Office of Marshall County, Alabama.

Tract 2:

All that part of the NW $\frac{1}{4}$ of Section 26, Township 8 South, Range 1 East in Marshall County, Alabama, described as beginning at a point which is located South 1 degree 27 minutes East 1282.38 feet, South 22 degrees 10 minutes East 132.98 feet, and North 82 degrees 40 minutes West 215.7 feet, which point of beginning is the NW corner of Lot 1 of the A.R. Vaughn Subdivision, and on the South margin of Alabama Highway #69, thence North 82 degrees 40 minutes West 502.9 feet along the South margin of said Highway # 69 to a point, thence South 0 degrees 29 minutes West 384 feet to a point on the North margin of the Old Cullman-Arab Road; thence North 73 degrees 01 minutes East 320.18 feet along the North margin of said Old Cullman-Arab Road to a point; thence continuing along the North margin of said road North 72 degrees 57 minutes East 194 feet to a point which is the SW corner of Lot 1 of the said A.R. Vaughn Subdivision; thence North 3 degrees 29 minutes East 169.70 feet to the point of beginning; said property is also known as Lots 2 through 9, inclusive, of the A. R. Vaughn Subdivision in the City of Arab.

Source of Title: Deed Book 893, page 261, Marshall County, Alabama.

LESS AND EXCEPT:

Lot 2 of the A. R. Vaughn Subdivision, Arab, Alabama, according to the survey and plat as the same appears of record in the Probate Office of Marshall County, Alabama.

RE: GUNTERVILLE BREATHABLES, INC.

PARCEL 4

LINN TAYLOR & GAIL E. TAYLOR

Beginning at an iron pin found in 10th Street NW at a point purported to be the Northeast. corner of Section 22, Township 8 South, Range 1 East in Marshall County, Alabama; Thence along said 10th Street NW South 0 degrees 12 minutes 37 seconds East 449.32 feet to a PK nail set in said 10th Street NW; Thence leaving said 10th Street NW and along Gilliam Creek as follows: Thence North 58 degrees 47 minutes 48 seconds West 67.00 feet to a point; Thence North 04 degrees 18 minutes 33 seconds West 50.08 feet to a point; Thence North 51 degrees 19 minutes 19 seconds West 91.12 feet to a point; Thence North 69 degrees 21 minutes 19 seconds West 73.50 feet to a point; Thence North 65 degrees 51 minutes 30 seconds West 132.31 feet to a point; Thence South 52 degrees 37 minutes 26 seconds West 36.95 feet to a point; Thence South 22 degrees 31 minutes 05 seconds West 29.78 feet to a point; Thence South 14 degrees 07 minutes 23 seconds East 37.00 feet to a point; Thence South 01 degrees 37 minutes 50 seconds West 45.59 feet to a point; Thence South 27 degrees 29 minutes 27 seconds East 38.62 feet to a point; Thence South 28 degrees 36 minutes 49 seconds East 14.87 feet to a point; Thence South 9 degrees 08 minutes 47 seconds West 92.03 feet to a point; Thence South 46 degrees 20 minutes 57 seconds West 34.97 feet to a point; Thence South 76 degrees 56 minutes 29 seconds West 34.69 feet to a point; Thence North 84 degrees 54 minutes 02 seconds West 30.19 feet to a point; Thence North 63 degrees 03 minutes 12 seconds West 157.72 feet to a point; Thence North 83 degrees 38 minutes 01 seconds West 38.37 feet to a point; Thence North 69 degrees 26 minutes 04 seconds West 28.98 feet to a point; Thence North 60 degrees 25 minutes 01 seconds West 31.28 feet to a point; Thence leaving said Gilliam Creek North 0 degrees 28 minutes 37 seconds West 17.55 feet to an iron pin set; Thence North 0 degrees 37 minutes 17 seconds West 408.00 feet to an iron pin found; Thence East 669.89 feet to the point of beginning 6.05 acres more or less. According to the survey of John D. Hyde, Al. Reg. No. 11859 dated March 20, 1998, WO# 98-118.

PARCEL 5:

FOWLER AND KNIGHT, L.L.C

All that part of the Northeast Quarter of Section 26, Township 3 South, Range 1 West, in the City of Huntsville, Madison County, Alabama; particularly described as beginning North 1 degree 00 minutes East 2462.3 feet; South 89 degrees 31 minutes East 1688.3 feet and South 31 degrees 33 minutes West 260.9 feet from the center of said Section 26 which point is on the East margin of a 200 foot right of way for Memorial Parkway; thence from the place of true beginning South 58 degrees 30 minutes East 159.0 feet to a point; thence North 31 degrees 33 minutes East .9 feet to a point; thence South 58 degrees 30 minutes East 41.0 feet to a point; thence South 31 degrees 33 minutes West 33.3 feet to a point; thence North 58 degrees 30 minutes West 200.0 feet to an iron stake on the East margin of Memorial Parkway; thence North 31 degrees 33 minutes East 32.4 feet along the East margin of Memorial Parkway to the place of beginning. Source of Title: Deed Book 919, page 554, Probate Office of Madison County, Alabama.

PARCEL 6:

WILBUR FOWLER and PLESS R. KNIGHT:

Tract I: All that part of the Northeast Quarter of Section 26, Township 3 South, Range 1 West, in the City of Huntsville, Madison County, Alabama, particularly described as beginning North 01 degree 00 minutes East 2462.3 feet, South 89 degrees 31 minutes East 1688.3 feet and South 31 degrees 33 minutes West 293.3 feet from the center of said Section 26, which point is on the East margin of 200 foot right-of-way for Memorial Parkway; thence from the place of true beginning South 58 degrees 30 minutes East 200 feet; thence South 31 degrees 33 minutes West 32.15 feet; thence North 58 degrees 30 minutes West 200 feet; thence North 31 degrees 33 minutes East 32.15 feet to the point of beginning and containing 0.1476 acres, more or less.

Tract II: All that part of the Northeast Quarter of Section 26, Township 3 South, Range 1 West in the City of Huntsville, Madison County, Alabama, particularly described as beginning North 01 degree 00 minutes East 2462.3 feet, South 89 degrees 31 minutes East 1688.3 feet and South 31 degrees 33 minutes West 360 feet from the center of said Section 26, which point is on the East margin of a 200 foot right-of-way for Memorial Parkway; thence from the place of true beginning South 58 degrees 30 minutes East 200 feet; thence South 31 degrees 33 minutes West 33.30 feet; thence North 58 degrees 30 minutes East 200 feet; thence North 31 degrees 33 minutes East 33.30 feet to the place of beginning and containing 0.15289 acres, more or less.

Tract III: All that part of the Northeast Quarter of Section 26, Township 3 South, Range 1 West in the City of Huntsville, Madison County, Alabama, particularly described as beginning at a point which is South 31 degrees 33 minutes East 325.45 feet from a point which is North 01 degree 00 minutes East 2462.3 feet and South 89 degrees 31 minutes East 1688.3 feet from the

RE: GUNTERSVILLE BREATHABLES, INC.

center of said Section 26; thence from the place of beginning South 58 degrees 30 minutes East 200 feet; thence South 31 degrees 33 minutes West 34.55 feet; thence North 58 degrees 30 minutes West 200 feet; thence North 31 degrees 33 minutes East 34.55 feet to the place of beginning.

Tract IV: All that part of the Northeast Quarter of Section 26, Township 3 South, Range 1 West, in the City of Huntsville, Madison County, Alabama, particularly described as beginning North 1 degree 0 minutes East 2462.3 feet; South 89 degrees 31 minutes East 1688.3 feet and South 31 degrees 33 minutes West 493.3 feet from the center of said Section 26, which point is on the East margin of a 200 foot right-of-way for Memorial Parkway; thence from the place of true beginning South 58 degrees 30 minutes East 200.0 feet to an iron stake; thence South 31 degrees 33 minutes West 100.0 feet to an iron stake; thence North 58 degrees 30 minutes West 200.0 feet to an iron stake on the East margin of Memorial Parkway right-of-way⁷; thence North 31 degrees 33 minutes East along the said East margin of Memorial Parkway 100.0 feet to the place of beginning.

Source of Title: Deed Book 738, Page 502, and Book 783, Page 230, Madison County, Alabama.

PARCEL 7:

ARTHUR NEAL SHIRLEY & NORMANDIE RUSSO SHIRLEY

All that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 7, Township 20 South, Range 1 West, lying North of Simmsville Chelsea right of way; being situated in Shelby County, Alabama.

STATE OF ALABAMA

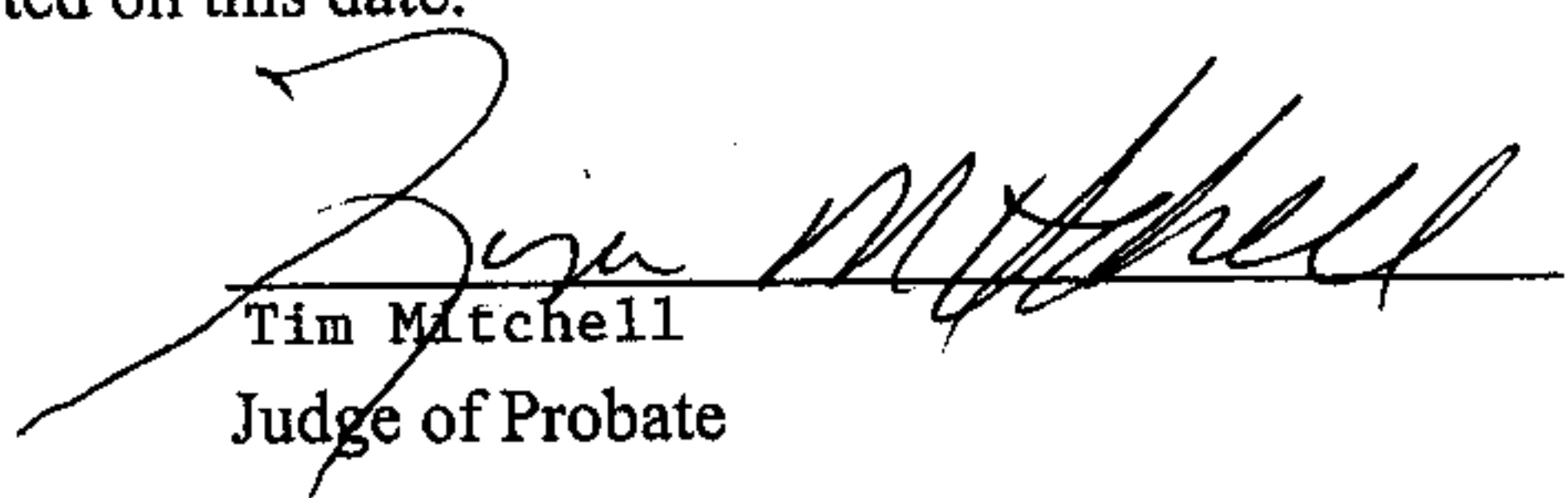
COUNTY OF MARSHALL

I, Tim Mitchell, Judge of Probate in and for the County and State aforesaid,
hereby certify that the within mortgage

from Guntersville Breathables, Inc.

to SouthTrust Bank

was recorded in this office on September 1, 2001, in Book
2300, Page 069, and tax in the amount of
\$ 1,950.00 was collected on this date.


Tim Mitchell
Judge of Probate

STATE OF ALA. MADISON CO
RECORDED & INDEXED
01 SEP 21 AM 10:28
JUDGE OF PROBATE
27

818 0830

STATE OF ALA. MADISON CO
PROPERTY TAX INSTRUMENT

01 SEP 21 AM 10:28

RECORDING TAX
& S. D. INSTRUMENT
PD ON THIS INSTRUMENT

JUDGE OF PROBATE

03 ELAINE
IMAGING
RECORD FEE
FILING FEE
MFLM E BK
M.H. E BK
SUBTL
TOTAL
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09-21-01 FRI #0

PROBATE 0036 08:56TM

4.00
45.50
1.00
0.25
12.00
62.75
62.75
3.50
59.25

Inst # 2001-46807

10/31/2001-46807
11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 CH 54.00

2878-618

49969