

THIS INSTRUMENT PREPARED BY:  
Adam J. Sigman, Esq.  
Berkowitz, Lefkovits, Isom & Kushner, P.C.  
1600 SouthTrust Tower  
420 North 20<sup>th</sup> Street  
Birmingham, Alabama 35203

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )  
SHELBY COUNTY         )  
CHILTON COUNTY        )  
HALE COUNTY            )

2 0 0 2 0 8 / 9 5 9 0

**SECOND MORTGAGE AND SECURITY AGREEMENT**

THIS INDENTURE, executed and delivered on this 21<sup>st</sup> day of June, 2002, by and between:

**MORTGAGOR:**       RANDALL H. GOGGANS, a married man  
                      30 Boulder Ridge  
                      Columbiana, Alabama 35051  
                      (hereinafter referred to as "Mortgagor"), and

**MORTGAGEE:**       CREED DEVELOPMENT, LLC  
                      c/o W. Larry Clayton  
                      P.O. Box 602  
                      Pelham, Alabama 35080  
                      (hereinafter referred to as "Mortgagee").

**WITNESSETH:**

**WHEREAS:**

(a) Mortgagor is justly indebted to Mortgagee in the principal sum of One Million Thirteen Thousand One Hundred Ninety-Seven and 00/100 Dollars (\$1,013,197.00) as evidenced by and in accordance with that certain Term Note of even date herewith (the "Note"), payable as provided therein, until June 18, 2003 when the entire balance of principal and earned interest shall become due and payable.

(b) Mortgagor is further bound to perform and fulfill certain obligations as more particularly set forth in that certain Settlement Agreement of even date herewith (the "Settlement Agreement").

(c) Mortgagor desires to secure (i) the prompt payment of the indebtedness evidenced by the Note, together with additional sums expended by Mortgagee pursuant to this Second Mortgage, and (ii) the performance of all obligations under the Settlement Agreement.

**NOW, THEREFORE**, the undersigned Mortgagor, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with interest thereon in accordance with the Note, and any extension or renewals of same, and further to secure the performance of the covenants, conditions and agreements under the Note and the Settlement Agreement and as hereinafter set forth, has bargained and sold and does hereby GRANT, BARGAIN, SELL and CONVEY and ASSIGN unto the Mortgagee, its successors and assigns, the following described land, real property, buildings, improvements, and fixtures and other property owned by the Mortgagor (hereinafter sometimes referred to as the "Mortgaged Property"), to-wit: **See Exhibit "A" attached hereto.**

**TOGETHER WITH** all buildings, structures and improvements ("Improvements") of every nature whatsoever now or hereafter situated on the land described above, and all fixtures thereto;

**TOGETHER WITH** all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

**TOGETHER WITH** all leases, undertakings to lease, contracts to rent, usufructs and other agreements for use, occupancy or possession now or hereafter in force with respect to the Mortgaged Property or any part or parcel of the Mortgaged Property or any of the Improvements, and any and all other agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Mortgaged Property or any part or parcel of the Mortgaged Property or any of the Improvements, whether written or oral and whether now or hereafter made or executed and delivered (hereinafter collectively called the "Leases") and all rents, issues, income, revenues and profits now or hereafter accruing from, and all those accounts and contract rights now or hereafter arising in connection with, the Mortgaged Property or any part or parcel of the Mortgaged Property or any of the Improvements, including without limitation all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the Leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any of the Leases, whether paid in a lump sum or installments (all of which are hereinafter collectively called the "Rents");

**TOGETHER WITH** all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

**TOGETHER WITH** all unexpired warranties and guarantees covering the buildings, structures, fixtures and improvements of every nature whatsoever now or hereafter situated on the Mortgaged Property;

**TOGETHER WITH** all insurance policies now or hereafter in effect relating to the Mortgaged Property; and together with all right, title and interest of Mortgagor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

**TOGETHER WITH** all funds held in any escrow account to cover taxes and insurance with respect to said property and all right, title and interest in and to any prepaid items, including, without limitation, insurance premiums paid with respect to said property together with the right to the insurance proceeds.

**SUBJECT TO** the following described obligations being herein referred to collectively as the "Prior Mortgages". It is understood and agreed that this Second Mortgage shall be a second lien on each "Parcel" comprising the Mortgaged Property described in **Exhibit "A"**, subject only to that particular first mortgage and the amounts listed below (the "Stated Prior Mortgage Amounts") which encumbers the cross-referenced Parcel in question. Notwithstanding the foregoing, this Second Mortgage shall be a third lien on Parcel 9 as aforesaid.

**Parcel 1:** Regions Bank Mortgage securing Promissory Note dated May 4, 2001 in the principal amount of \$34,000, recorded in the Office of the Judge of Probate of Shelby, County, Alabama.

**Parcel 2:** Compass Bank Mortgage securing \$280,821.15 under Promissory Note and Regions Bank Mortgage securing \$601,623.83 under Promissory Note, both recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**Parcel 3:** Union State Bank Mortgage dated March 5, 1998, modified on December 9, 1998, securing \$53,326.89 under Promissory Note; said Mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**Parcel 4:** Regions Bank Mortgage securing \$50,756.70 under Promissory Note; said Mortgage being recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**Parcel 5:** Union State Bank Mortgage securing \$408,602.09 and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**Parcel 6:** Nexity Bank Mortgage securing \$412,907.90 and recorded in the Office of the Judge of Probate of Shelby County, Alabama.

**Parcel 7:** Regions Bank Mortgage securing \$176,498.11 and recorded in the Office of the Judge of Probate of Shelby County, Alabama.



**Parcel 8:** John C. Hearn Mortgage dated November 22, 1999, modified March 31, 2000 and June 30, 2000, effective on October 23, 2001, as further amended and securing \$2,222,197.48 recorded in the Office of the Judge of Probate of Chilton County, Alabama.

**Parcel 9:** Union State Bank Mortgage securing \$1,725,000.00 and recorded in the Office of the Judge of Probate of Chilton County, Alabama; and Union State Bank Mortgage securing (an additional collateral) Mortgagor's home mortgage loan in the amount of \$1,250,000.00 and recorded in the Office of the Judge of Probate of Chilton County, Alabama.

**Parcel 10:** Mortgage from Union State Bank securing \$83,418.50 and recorded in the Office of the Judge of Probate of Jefferson and Shelby County, Alabama.

**Parcel 11:** Union State Bank Mortgage dated December 6, 2000, securing \$155,053.05 and recorded in the Office of the Judge of Probate of Hale County, Alabama.

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

**AND** the Mortgagor hereby represents to and covenants and agrees with the Mortgagee as follows:

## **ARTICLE I**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS OF MORTGAGOR**

**1.01 WARRANTY OF TITLE AND AUTHORITY:** The Mortgagor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid and that the same is free and clear of all liens, charges, and encumbrances whatsoever, except for matters of record and as reflected herein. None of the Mortgaged Property is or has been the homestead of the Mortgagor or his wife. Any person or party signing this Second Mortgage is duly authorized to do so whereafter this Second Mortgage shall be a valid and legally binding obligation of the Mortgagor, enforceable according to its terms without any further consent required. Mortgagor further represents and warrants to Mortgagee that (i) Mortgagor is in good standing with each of respect to the Prior Mortgagees, except as set forth in the following subparagraph (ii); (ii) there are no defaults or incipient defaults under any of the Prior Mortgages, except for the failure by Mortgagor to make an equity injection payment in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) to Nexity Bank under the Prior Mortgage listed above and encumbering Parcel 6; and (iii) there are no liens, judgments or other title matters requiring the payment of a sum of money affecting the Mortgaged Property except for the Prior Mortgages. With respect to the missed payment to Nexity Bank, Mortgagor covenants to negotiate and agree to an extension of the same; during such negotiations, so long as Nexity Bank or any other Prior Mortgagee does not declare Mortgagor to be in default, then the missed payment to Nexity Bank shall not be considered an Event of Default or incipient default under this Second Mortgage. Mortgagor shall immediately notify Mortgagee of the untruth of any of the foregoing.

**1.02 PERFORMANCE BY MORTGAGOR:** The Mortgagor will perform, observe and comply with all provisions hereof and of the Note secured hereby and will duly and punctually pay to the Mortgagee the sums of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Second Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

**1.03 COVENANT TO PAY TAXES:** The Mortgagor, from time to time when the same shall become due, will fully pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and licenses fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments."

**1.04 INSURANCE:**

(a) The Mortgagor will at all times keep the Mortgaged Property insured, for the mutual benefit of the Mortgagee and the Mortgagor, as their respective interests may appear, with insurance against loss or damage by fire and other casualty with extended coverage and vandalism, malicious mischief and flood insurance covering the Mortgaged Property and all improvements thereon, together with all replacements, additions and improvements thereof, and all fixtures therein, in an amount not less than the full insurable value thereof.

(b) Such insurance shall be evidenced by a valid and enforceable policy in form and substance, and issued by and distributed among insurers of recognized responsibility, in all respects reasonably satisfactory to the Mortgagee. All such policies shall be delivered to the Mortgagee concurrently with the execution and delivery hereof and, thereafter, all renewal or replacement policies shall be so delivered to the Mortgagee not less than ten (10) days prior to the expiration date of the policy to be renewed or replaced, accompanied, if requested by the Mortgagee, by evidence satisfactory to the Mortgagee that all premiums payable with respect to such policies have been paid and such policies shall contain (i) no endorsement permitting cancellation for default in payment of a loan whereby the premium has been financed and (ii) a provision for at least ten (10) days' written notice to Mortgagee before cancellation. The Mortgagee, at its sole option, may accept duplicate original policies or certificates evidencing the issuance of such policies. All such policies shall contain a New York standard, non-contributory mortgage endorsement making losses payable to the Mortgagee, as an additional insured, subject only to the rights of the mortgagees of the Prior Mortgages (the "Prior Mortgagees") (as applicable with respect to each Parcel of the Mortgaged Property).

(c) If any portion of the Mortgaged Property or any improvements, or fixtures thereof, thereon or therein or appurtenant thereto are damaged or destroyed by fire or other cause, Mortgagor shall forthwith give notice thereof to Mortgagee, and shall make prompt proof of loss to



the applicable insurance companies, whereupon all insurance proceeds shall be payable to Mortgagee subject to the rights of the Prior Mortgagees as aforesaid.

**1.05 CONDEMNATION:** In the event that the Mortgaged Property or any part thereof, is taken under the power of eminent domain or by condemnation, the Mortgagee, its successors and assigns, shall, as a matter of right, be entitled to the entire proceeds of the award to the extent of the indebtedness and obligations secured hereby to be applied to the payment and performance of the same (after payment and expenses incurred by Mortgagee in the collection thereof including appeals), but subject to the rights of the Prior Mortgagees (as applicable with respect to each Parcel of the Mortgaged Property). Mortgagee is authorized in the name of Mortgagor to execute and deliver valid acquittances thereof and to appeal from any such award.

**1.06 CARE OF THE PROPERTY:** The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof; will not permit nor perform any act which would in any way impair the value of the Mortgaged Property; and shall not demolish any building or improvement located on said Property without the written consent of Mortgagee.

**1.07 INSPECTION:** The Mortgagee or its duly authorized representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

**1.08 COMPLIANCE:** The Mortgagor 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.

**1.09 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR:** If the Mortgagor defaults 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 premium; 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 Second Mortgage, and the period applicable thereto within which Mortgagor may correct the same has expired (provided that in the event of an emergency or where in Mortgagee's reasonable judgment its rights or security hereunder would be impaired by delay, Mortgagee may act without notice or delay of any kind), then the Mortgagee, at its option, may, subject to the rights of the Prior Mortgagees, perform or pay the same, and all payments made for costs or incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be upon demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the rate of ten percent (10%) per annum. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor, or any person in possession holding under the Mortgagor.

**1.10 TRANSFER OF MORTGAGED PROPERTY:** The Mortgagor shall not sell, transfer, assign, encumber, pledge, hypothecate, alienate or otherwise convey the Mortgaged

Property or any part thereof, without obtaining the prior written consent of Mortgagee. Any such sale, transfer, conveyance or encumbrance made without Mortgagee's prior written consent shall be void.

**1.11 ENTITY OWNING MORTGAGED PROPERTY:** If all or any portion of the Mortgaged Property conveyed hereby is owned by a corporation, partnership, limited liability company or other entity, then no ownership or equity interest therein shall be sold, encumbered, pledged, transferred, assigned or otherwise conveyed or merged without the prior written consent of the Mortgagee. Any such sale, transfer, conveyance or encumbrance or merger made without such consent shall be void.

**1.12 LIENS:** Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Second Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens.

**1.13 SUBSEQUENT LEGISLATION:** In the event of the enactment of any law by the State of Alabama, after the date of this Second Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Second Mortgage, Mortgagor shall pay any such obligation imposed on Mortgagee thereby, and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this Second Mortgage, together with the interest due thereon shall, at the option of Mortgagee, without notice to any party, become immediately due and payable.

**1.14 FURTHER ASSURANCES:** Mortgagor shall at any time, and from time to time, upon request by Mortgagee, make, execute and deliver, or cause to be made, executed and delivered, any and all other and further instruments, documents, certificates, agreements, letters, representations and other writings as may be necessary or desirable, in the opinion of Mortgagee, in order to effectuate, complete, correct, perfect or continue and preserve the liability and obligation of Mortgagor for payment of the Indebtedness and the lien, security interest and security title of Mortgagee under this Second Mortgage. Mortgagor shall, upon request by Mortgagee, certify in writing to Mortgagee, or to any proposed assignee of this Second Mortgage, the amount of principal and interest then owing on the Indebtedness and whether or not any setoffs or defenses exist against all or any part of the Indebtedness.

**1.15 HAZARDOUS MATERIALS:**

(a) Mortgagor hereby represents and warrants to and for the benefit of Mortgagee that the Mortgaged Property will not be used or operated in any manner that will result in the storage, use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Mortgaged Property or any portion thereof or which will result in Hazardous Materials



Contamination (hereinafter defined). For purposes hereof, the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder, or as defined by the applicable laws of the State of Alabama, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) any substance the presence of which on the Premises is prohibited by any Laws or by any other legal requirements affecting the Mortgaged Property; (vi) petroleum based materials; and (vii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any Laws or by any other legal requirements affecting the Mortgaged Property, but shall exclude those hazardous items known as ordinary household cleaning items, such as 409, Wisk and the like. The term "Hazardous Materials Contamination" shall mean and refer to the unlawful contamination of the Mortgaged Property, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating or being released from the Mortgaged Property.

(b) In addition to and without limiting the generality of any other provisions of this Second Mortgage, Mortgagor shall and hereby does indemnify and hold Mortgagee harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, and liabilities, including, but not limited to, reasonable attorneys' fees and costs of litigation, and costs and expenses of response, remedial and investigative and corrective work and other clean up activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Mortgagor or Mortgagor's employees, agents, delegees, invitees, licensees, concessionaires, lessees, tenants, contractors or representatives, of any Hazardous Materials, or (ii) an occurrence of Hazardous Materials Contamination, arising out of or in any manner connected with the use or occupancy of the Mortgaged Property. The provisions of this Section 1.15 shall survive any payment or satisfaction of the Indebtedness and any acquisition of the Premises by Mortgagee pursuant to the power of sale contained in this Second Mortgage, by conveyance in lieu of foreclosure or otherwise; and such provisions shall remain in full force and effect as long as the possibility exists that Mortgagee may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

**1.16 ASSIGNMENT OF RENTS:** Subject to the rights of the Prior Mortgagees, if any, the Mortgagor hereby assigns unto the Mortgagee, its successors and assigns, the rents accrued and to accrue from all tenants in occupancy of the Mortgaged Property, or any part thereof, during the lifetime of this Second Mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained, Mortgagor shall have the privilege of collecting and receiving all rents accruing under leases or contracts of tenancy for the Mortgaged Property, or any part thereof.

**1.17 SECURITY AGREEMENT:** This Second Mortgage and Security Agreement is also intended to constitute a security agreement within the meaning of the Uniform Commercial Code as in effect in the State of Alabama, with respect to all those parts of the Mortgaged Property



which constitute personal property.

**1.18 REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO PRIOR MORTGAGES:** This is a Second Mortgage, subject and subordinate to the Prior Mortgages described above, but not subject to any modification, extension, replacement or renewal thereof, and only to the amounts remaining unpaid thereon as of the date hereof. The Mortgagor hereby represents and warrants to Mortgagee that there is no other indebtedness secured by or in any way pertaining to the Mortgaged Property other than the Prior Mortgages and only to the extent of the Stated Prior Mortgage Amounts. The Mortgagor shall perform, observe and comply with all provisions of the Prior Mortgages. If any default occurs in the performance, observance or compliance with any provision of the Prior Mortgage, or the Note secured thereby, such default shall constitute an Event of Default hereunder, and in such event, the entire sum secured hereby shall at once become due and payable without notice at the option of Mortgagee. The Mortgagor shall, immediately upon receiving any knowledge or notice of any default under the Prior Mortgages, give written notice thereof to the Mortgagee herein and shall give to the Mortgagee herein immediately upon receipt thereof, a true copy of each and every notice, summons, legal process, or other communication relating in any way to any Prior Mortgages or the performance or enforcement thereof, or to any default thereunder. It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of said Prior Mortgages, the Mortgagee herein, or its assigns, shall have the right, without notice to anyone, to cure such default by paying whatever amounts may be due under the terms of said Prior Mortgages so as to put the same in good standing, and any and all payment shall be added to the indebtedness secured by this Second Mortgage, and the same, with interest thereon, shall be immediately due and payable, and this Second Mortgage subject to foreclosure in all respects as provided by law and by the provisions hereof.

## **ARTICLE II**

### **EVENTS OF DEFAULT; REMEDIES OF MORTGAGEE**

**2.01 EVENT OF DEFAULT:** The term "Event of Default," wherever used in this Second Mortgage, shall mean any one or more of the following events:

(a) Failure by the Mortgagor to pay when due any installments of principal or interest or any other sum owed under the Note or any other sum owed with respect to the Mortgaged Property when the same becomes due and payable;

(b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement contained in this Second Mortgage, in the Note, or in any other document executed by the Mortgagor relating to this Second Mortgage loan transaction within thirty (30) days after notice of default except that the thirty (30) days notice requirement shall not apply to violations of subparagraph (c), (h), (j), (k) and (l) below and Section 1.10, 1.11 and 1.18 hereinabove and Section 3.02 hereinbelow;

(c) The breach or untruth of any representation or warranty contained in this Second

Mortgage or the Settlement Agreement;

(d) The filing by the Mortgagor of a voluntary petition in bankruptcy, or by the Mortgagor adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or by the Mortgagor seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of all or any substantial part of the Mortgaged Property or of any or all 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 its inability to pay its debts generally as they become due; or

(e) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the Mortgagor 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 the Mortgagor 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 by the Mortgagor which appointment shall remain unvacated and unstayed for an aggregate for thirty (30) days (whether or not consecutive);

(f) The occurrence of any act or condition whereby the interest of Mortgagee in said Mortgaged Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon;

(g) The occurrence of any act or condition occasioned or suffered to be occasioned by the Mortgagor whereby the security of this Second Mortgage shall be weakened, diminished, or impaired, in the reasonable judgment of the Mortgagee;

(h) The death or incompetency or insolvency of the Mortgagor;

(i) Any alteration or modification to or construction on the Mortgaged Property or any improvement thereon (except for normal maintenance and repair) without prior written consent from Mortgagee;

(j) Any default by the Mortgagor under any lease agreement affecting the Mortgaged Property;

(k) The breach of any agreement or covenant or the occurrence of any event of default or any acceleration under any of the Prior Mortgages; and

(l) The breach of any agreement or covenant or the occurrence of any event of default under the Settlement Agreement or that certain other Second Mortgage and Security Agreement



executed by Mortgagor and Holly H. Goggans and delivered to Mortgagee simultaneously herewith or under that certain other Second Mortgage and Security Agreement by Applegate Realty, Inc. and delivered to Mortgagee simultaneously herewith.

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

**2.03 RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION:**

(a) Subject to the rights of the Prior Mortgagees (as applicable with respect to each Parcel), if an Event of Default shall have occurred, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property; and to the extent permitted by law, the Mortgagee may enter and take possession of all the Mortgaged Property, and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Second Mortgage as the Mortgagee may determine to pay; (5) other proper charges upon the Mortgaged Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Mortgagee; shall apply the remainder of the moneys so received by the Mortgagee, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal and interest.

**2.04 MORTGAGEE'S POWER OF ENFORCEMENT:** If an Event of Default shall have occurred and be continuing, the Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Second 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 it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect

to entry or taking possession, as the Mortgagee may determine.

**2.05 POWER OF SALE:** If an Event of Default shall have occurred, Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a general circulation newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, 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 Mortgagee may elect.

**2.06 APPLICATION OF FORECLOSURE PROCEEDS:** The proceeds of any foreclosure sale pursuant to Section 2.05 of Article II shall be applied as follows:

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

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

(c) Third, to the payment and satisfaction of the indebtedness hereby secured with interest to date of sale;

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

**2.07 WAIVER OF EXEMPTION:** Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Second Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

**2.08 SUITS TO PROTECT THE MORTGAGED PROPERTY:** The Mortgagee shall have power: (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Second Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.



**2.09 DELAY OR OMISSION-NO WAIVER:** No delay or omission of the Mortgagee 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 this Second Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

**2.10 DISCONTINUANCE OF PROCEEDINGS - POSITION OF PARTIES RESTORED:** In case the Mortgagee shall have proceeded to enforce any right or remedy under this Second Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

**2.11 REMEDIES CUMULATIVE:** No right, power, or remedy conferred upon or reserved to the Mortgagee by this Second Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

### **ARTICLE III**

#### **MISCELLANEOUS**

**3.01 CONDITION:** This Second Mortgage is given upon the condition that if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Second Mortgage expressed to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay, then this Second Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, and be void whereupon Mortgagee shall, at Mortgagor's expense, file a satisfaction and release in the appropriate Probate Office, but otherwise this Second Mortgage shall remain in full force and effect.

**3.02 PARTIAL RELEASES OF MORTGAGED PROPERTY:** Upon the Mortgagors request, the Mortgagee agrees to execute and deliver partial releases of this Second Mortgage during the term of the Note as set forth herein. The partial releases shall be subject to and executed and granted upon the following terms and conditions:

(a) Partial releases shall not be granted if there exists an Event of Default or an incipient default of any obligation under the Note or this Second Mortgage.

(b) Prepayments for the partial release will be applied first against any accrued

interest and other charges under the Note and the Settlement Agreement and then against the principal portion of the Note.

(c) No release shall be required to be given by the Mortgagee if by giving such release, the balance of the Mortgaged Property or that particular Parcel of the same is without access to a public road.

(d) Mortgagee shall have three (3) business days to approve or disapprove of any proposed sale of the Mortgaged Property and related request for release pursuant to the terms set forth herein. Except for the sale by auction described in subparagraph (e) below, which is an absolute auction, if Mortgagor requests the release of a Parcel of the Mortgaged Property or a portion thereof, then Mortgagee shall be entitled to approve or disapprove of the gross sales price of the same, said approval not to be unreasonably withheld. Mortgagor shall obtain Mortgagee's approval of the gross sale price prior to executing the sales contract and shall not amend any material term of the sales contract without Mortgagee's prior written consent. If Mortgagee does not respond to a request by Mortgagor for such approval within the foregoing three (3) business day period, then the gross sales price shall be deemed approved for the purposes herein.

(e) The release price for that portion of the Mortgaged Property described as Parcel 8 on **Exhibit "A"** shall be all of the net proceeds (as herein defined "Net Proceeds") from the sale of the same which shall occur by absolute auction or conventional sale on or about August 3, 2002. The release price for all other Parcels of the Mortgaged Property listed on **Exhibit "A"** or any portion thereof shall be seventy-five percent (75%) of the net proceeds from the sale of the same. Mortgagor covenants to use its best efforts to obtain the highest gross sale price as possible in all instances; it being understood that only customary credits and adjustments and expenses of Mortgagor, as Seller, shall be permitted. The term "Net Proceeds" means the gross sales price of a Parcel of the Mortgaged Property, less normal and reasonable expenses of sale, including, without limitation, real estate commissions paid to unaffiliated third (3<sup>rd</sup>) parties (but not to exceed seven and one-half percent (7.5%) of the gross sales price), title insurance premiums, tax proration, reasonable attorney fees to close the instant transaction, amounts necessary to repair or improve such property in order to comply with the contract of sale and which are approved by Mortgagee, not to be unreasonably withheld, survey, environmental reports and payoff necessary to release the Prior Mortgage on such Parcel.

(f) The sale to McCullough Oil pursuant to that certain Sales Contract dated April 3, 2002 and delivered to Mortgagee simultaneously herewith is hereby approved by Mortgagee for a gross sale price of \$190,000.00 for approximately 1.0 acres of Shelby County property near Highway 25 and U.S. I-65 which is a portion of Parcel 5 of the Mortgaged Property provided that the sale closes in accordance with the Sales Contract terms.

**3.03 SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES:** Whenever in this Second Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements



contained in this Second Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

**3.04 CAPTIONS:** The captions of the articles, section subparagraphs and subdivisions of this Second 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.

**3.05 SEVERABILITY:** In case any one (1) or more of the covenants, agreements, terms or provisions contained in this Second Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, or in case any of the Prior Mortgages is foreclosed with respect to any one (1) of the Parcels comprising the Mortgaged Property, 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.


**3.06 INDEMNIFICATION:** This Second Mortgage is intended as a security for the liabilities of Mortgagor. Notwithstanding any rights conveyed on Mortgagee herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Mortgagor. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur by reason of its exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained herein. Mortgagee shall not have any responsibility for the inspection, control, care, management or repair of the Mortgaged Property nor for Mortgagor's operations thereon. Should Mortgagee incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees.

**3.07 COSTS OF COLLECTION:** In the event that Mortgagee retains an attorney in order to enforce, collect or secure the Note secured hereby, to enforce any provisions of this Indenture, to collect any sums due hereunder, or in order to attempt to enforce, collect or secure any items, Mortgagor shall reimburse Mortgagee, including reasonable attorneys' fees, whether suit be brought or not. Reasonable attorneys' fees shall include, but not be limited to, reasonable fees incurred in any and all judicial, bankruptcy and other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

**3.08 GOVERNING LAW:** This Second Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

**3.09 NOTICES:** All notices under this Second Mortgage shall be in writing, duly signed by the party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, or when deposited with a nationally recognized overnight courier to the applicable address shown on the first page hereof, or to such other address as either party may from time to time provide by notice hereunder to the other.

**MORTGAGOR:**

  
RANDALL H. GOGGANS

Cathy J Frey  
Notary Public

Notary Public

My Commission Expires: 7-19-2003

16



**EXHIBIT "A"**

**MORTGAGED PROPERTY LEGAL DESCRIPTION**

**PARCEL 1**

Lots 21 and 41, according to the Map of Oakforest recorded in Map Book 25, Page 111, in the Office of the Judge of Probate of Shelby County, Alabama.

**PARCEL 2**

N ½ of the SE ¼ of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama, AND  
South ½ of NE ¼, Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; being  
situated in Shelby County, Alabama.



**PARCEL 3**

Lot 2, according to the Survey of Bana Creek Estates, as recorded in Map Book 18, Page 139 A & B, in the Office of the Judge of Probate of Shelby County, Alabama,

LESS AND EXCEPT:

Lot 2-A, according to a Resurvey of Lot 2, Bana Creek Estates, as recorded in Map Book 25, Page 21, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

**PARCEL 4**

Lots 13 and 19, according to the Survey of Twin Oaks, as recorded in Map Book 22, Page 108, in the Office of the Judge of Probate of Shelby County, Alabama.



**PARCEL 5**

**(See attached)**

Those parcels described as Parcel I, Parcel II, Parcel III, Parcel IV, Parcel V and Parcel VI on the attached.

## PARCEL 5

### PARCEL I:

A portion of Lots 14, 15 and 16, all in Block 193, according to the Survey of Dunstan's Map of Calera, being more particularly described as follows:

Beginning at the SW corner of Lot 16, Block 193 of Dunstan's Map (Survey) of Calera, thence run Northerly along the East margin of 4th Street a distance of 150.00 feet to a steel pin corner; thence turn 90° right and run Easterly along the North line of Lot 14 of said Block 193 a distance of 150.00 feet to a steel pin corner; thence turn 90° right and run Southerly a distance of 150.00 feet to a steel pin on the North margin of Alabama Highway No. 25; thence turn 90° right and run Westerly along said margin of said Highway a distance of 150.0 feet to the point of beginning.

### PARCEL II:

All of the West ½ of Block 193 of Dunstan's Map (Survey) of Calera, less and except a 150.00 foot by 150.00 foot square of land known on the Plat as Parcel I, said Parcel II, being described by metes and bounds as follows:

Beginning at the SE corner of Lot 16, Block 193, of Dunstan's Map (Survey) of Calera and run thence Northerly along the West line of a 20 foot wide alleyway a distance of 400.00 feet to a steel pin marking the NE corner of Lot 9 of same said Block 193; thence turn 90° left and run Westerly along the North line of said Lot 9 a distance of 190.00 feet to a Steel pin marking the NW corner of same said Lot 9; thence turn 90° left and run Southerly along the East margin of 4th Street a distance of 250.00 feet to a steel pin corner marking the SW corner of Lot 13 of Block 193 of same said Dunstan's Map of Calera; thence turn 90° left and run Easterly distance of 150.00 feet to a steel pin corner; thence turn 90° right and run Southerly a distance of 150.00 feet to a point on the Northerly margin of Alabama Highway No. 25; thence turn 90° left and run Easterly along the said margin of said Highway a distance of 40.0 feet to the point of beginning.

### PARCEL III:

All of the East ½ of Block 193 of Dunstan's Map of Calera, less and except a 40 foot by 30 foot section of property taken out by Highway 25, Parcel III is herewith described by metes and bounds as follows:

Beginning at the SW corner of Lot 1, Block 193 of Dunstan's Map (Survey) of Calera and run thence Northerly along the East line of a 20 foot wide alleyway a distance of 400.00 feet to a steel pin marking the NW corner of Lot 8 of same said Block 193; thence turn 90° right and run Easterly along the North line of said Lot 8 a distance of 190.00 feet to a steel pin marking the NE corner of same said Lot 8; thence turn 90° right and run Southerly along the West line of 3rd Street a distance of 370.00 feet to a steel pin marking the North margin of Alabama Highway No. 25; thence turn 90° right and run Westerly along said margin of said Highway 40.0 feet to a steel pin; thence turn 90° left and run Southerly a distance of 30.0 feet to a point on the same said Northerly margin of same said Highway No. 25; thence turn 90° right and run Westerly along said margin of said Highway a distance of 150.00 feet to the point of beginning.

CONTINUED:



PARCEL IV:

All of the West  $\frac{1}{2}$  of Block 194 of Dunstan's Map (Survey) of Calera, less and except that part of subject block that is within the right of way of Alabama Highway No. 25, subject parcel described by metes and bounds as follows:

Beginning at the NW corner of Lot 9, Block 194 of Dunstan's Map (Survey) of Calera and run thence Southerly along the East line of 3rd Street a distance of 369.40 feet to a steel pin set on the North margin of Alabama Highway No. 25; thence turn  $96^{\circ}00'30''$  left and run East-Northeasterly along said right of way line a distance of 191.12 feet to a steel pin set on the West line of a 20 foot wide alleyway; thence turn  $83^{\circ}59'30''$  left and run Northerly along the West line of said alleyway a distance of 350.00 feet to a steel pin marking the Northeast corner of Lot 9, Block 194 of Dunstan's; thence turn  $90^{\circ}$  left and run Westerly along the North line of said Lot 9 of said Block 194 a distance of 190.0 feet to the point of beginning.

LESS AND EXCEPT the following:

Commencing at the SE corner of the West  $\frac{1}{2}$  of Block 194, according to Dunstan's Map and Survey of the Town of Calera, running West 30 feet; thence North 100 feet; thence East 30 feet; thence South 100 feet to the point of beginning.

PARCEL V:

A parcel of land in Block 194, of Dunstan's Map of Calera, more particularly described as follows:

Commencing at the Southeast corner of Block 194, thence North  $00^{\circ}08'52''$  East along the East line of said Block 194, a distance of 108.27 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the North right of way of Highway No. 25, as it existed in 1928, and the point of beginning; thence North  $00^{\circ}08'52''$  East, along the East line of said Block 194, a distance of 291.73 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the Northeast corner of said Block 194; thence North  $88^{\circ}26'08''$  West, along the North line of Block 194, a distance of 190.00 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the Northwest corner of the East half of Block 194; thence South  $00^{\circ}08'52''$  West, along the West line of the East half of Block 194, a distance of 250.00 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165", on the Southwest corner of Lot 4; thence South  $88^{\circ}26'08''$  East along the South line of Lot 4, a distance of 50.02 feet, to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165" thence South  $00^{\circ}08'52''$  West a distance of 96.07 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS" on the North right of way of Highway No. 25 as it existed in 1928; thence along a curve to the left, in said right of way having a radius of 1105.92 feet and a chord bearing of North  $70^{\circ}09'56''$  East and arc length of 149.02 feet to the point of beginning.

LESS AND EXCEPT:

Commencing at the Southeast corner of Block 194; thence North  $00^{\circ}08'52''$  East, along the East line of said Block 194, a distance of 108.27 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165", on the North right of way of Highway No. 25, as it existed in 1928, and the point of beginning; thence North  $00^{\circ}08'52''$  East along the East line of said Block 194, a distance of 291.73 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 16165" on the Northeast corner of said Block 194; thence North  $88^{\circ}26'08''$  West along the North line of Block 194, a distance of 54.86 feet to a point; thence South  $00^{\circ}55'14''$  East a distance of 82.81 feet to a point; thence South  $31^{\circ}24'44''$  West a distance of 56.42 feet to a point; thence South  $00^{\circ}55'14''$  East a distance of 193.43 feet to a point on the North right of way of Highway No. 25 as it existed in 1928; thence along a curve to the left in said right of way having a radius of 1105.92 feet and a chord bearing of North  $68^{\circ}30'25''$  East and arc length of 84.99 feet to the point of beginning.

According to the Survey of Sid Wheeler, dated 4-30-98.

CONTINUED:

PARCEL VI:

A parcel of land in Block 194, of Dunstan's Map of Calera, being more particularly described as follows:

Commencing at the Southeast corner of Block 194; thence North  $88^{\circ}26'08''$  West along the South line of said Block 194, a distance of 190.00 feet to the Southwest corner of the East half of said Block 194; thence North  $00^{\circ}08'52''$  East along the West line of said East half of Block 194, a distance of 43.93 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler, RPLS 18185", on the North right of way of Highway No. 25 and the point of beginning; thence North  $00^{\circ}08'52''$  East along the West line of said East half of Block 194, a distance of 106.07 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 18185" on the Northwest corner of Lot 3; thence South  $88^{\circ}26'08''$  East along the North line of said Lot 3, a distance of 50.02 feet, to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 18185"; thence South  $00^{\circ}08'52''$  West a distance of 96.07 feet to a  $\frac{1}{2}$ " rebar set, with a cap stamped "S. Wheeler RPLS 18185" on the North right of way of Highway No. 25 as it existed in 1928; thence along a curve to the right in said right of way having a radius of 1105.92 feet and a chord bearing of South  $74^{\circ}39'54''$  West and arc length of 24.68 feet to a point on the North right of way of Highway No. 25 as it presently exists; thence along a curve, to the right in said right of way having a radius of 5679.35 feet and a chord bearing of South  $85^{\circ}24'10''$  West and arc length of 26.30 feet to the point of beginning.

All being situated in Shelby County, Alabama.



**PARCEL 6**

**(See attached)**

PARCEL 6

Part of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , of the W  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , a part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and part of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 3, Township 22 South, Range 2 West, described as follows:

Beginning at the NE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3, go South 01 degrees, 47 minutes, 53 seconds east along the east boundary of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for 37.41 feet; thence south 70 degrees, 51 minutes, 08 seconds east for 66.72 feet; thence north 29 degrees, 06 minutes, 00 seconds east for 211.59 feet to the south boundary of Shelby County Highway No. 42; thence south 66 degrees, 28 minutes, 42 seconds east along said south boundary for 391.70 feet to the beginning of a curve to the left having a central angle of 02 degrees, 32 minutes, 18 seconds and a radius of 2902.82 feet; thence southeasterly along said curve for 128.60 feet to the east boundary of the West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3; thence south 02 degrees 27 minutes 00 seconds east along said east boundary for 1265.38 feet to the SE corner of the West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3; thence north 89 degrees, 03 minutes, 30 seconds west along the south boundary of said West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  for 652.31 feet to the SE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3; thence north 88 degrees, 56 minutes, 21 seconds west along the south boundaries of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 3 for 2545.92 feet to the SW corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 3; thence north 03 degrees, 05 minutes, 09 seconds west along the west boundary of said  $\frac{1}{4}$ -  $\frac{1}{4}$  section for 1329.45 feet to the NW corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence south 89 degrees, 04 minutes, 10 seconds east along the north boundaries of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3 for 2388.97 feet; thence north 22 degrees, 17 minutes, 24 seconds east for 252.16 feet to the south boundary of Shelby County Highway No. 42; thence south 66 degrees, 28 minutes, 42 seconds east along said south boundary for 16.00 feet; thence south 12 degrees, 31 minutes, 41 seconds west for 233.09 feet to the north boundary of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3; thence south 89 degrees, 04 minutes, 10 seconds east along said north boundary for 123.52 feet to the point of beginning.

Less and Except:

A parcel of land situated part in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and part in the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 3, Township 22 South, Range 2 West, described as follows:

Beginning at the NE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 3 go South 01 degrees 47 minutes 53 seconds East for 37.41 feet; thence South 70 degrees 51 minutes 08 seconds East for 66.72 feet; thence North 75 degrees 52 minutes 46 seconds West for 255.16 feet; thence North 22 degrees 17 minutes 24 seconds East for 252.16 feet to the South boundary of Shelby County Highway No. 42; thence South 66 degrees 28 minutes 42 seconds East along said South boundary for 16.14 feet; thence South 12 degrees 31 minutes 41 seconds West for 233.09 feet to the North boundary of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 3; thence South 89 degrees 04 minutes 10 seconds East along said South boundary for 123.52 feet to the point of beginning.



**PARCEL 7**

The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 12, Township 21 South, Range 2 West, Shelby County,  
Alabama

AND ALSO LESS AND EXCEPT:

A parcel of land situated in N ½ of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Parcel A

Commence at the SE corner of the SW ¼ of the NE ¼ of above said Section, Township and Range, said point being the point of beginning; thence N 88 deg. 54 min. 25 sec. W and along the ¼ ¼ line, a distance of 532.21 feet; thence N 01 deg. 03 min. 39 sec. E a distance of 267.12 feet; thence N 67 deg. 11 min. 54 sec. W a distance of 165.28 feet; thence N 84 deg. 06 min. 30 sec. W a distance of 109.45 feet; thence N 17 deg. 40 min. 40 sec. E a distance of 147.80 feet to a point, said point being the beginning of a non tangent curve to the right, having a radius of 216.49 feet a central angle of 29 deg. 59 min. 52 sec. and subtended by a chord which bears N 39 deg. 42 min. 08 sec. E and a chord distance of 112.06 feet; thence along the arc of said curve a distance of 113.35 feet; thence N 48 deg. 38 min. 48 sec. E a distance of 96.07 feet to a point, said point being the beginning of a non tangent curve to the left having a radius of 252.23 feet a central angle of 23 deg. 25 min. 36 sec. and subtended by a chord which bears N 32 deg. 11 min. 57 sec. E and a chord distance of 102.41 feet; thence along the arc of said curve a distance of 103.13 feet to a point of a reverse curve to the right, having a radius of 518.87 feet, a central angle of 12 deg. 23 min. 36 sec. and subtended by a chord which bears N 40 deg. 23 min. 13 sec. E and a chord distance of 112.01 feet; thence along the arc of said curve a distance of 112.23 feet; thence N 59 deg. 22 min. 02 sec. E a distance of 126.72 feet to a point, said point being the beginning of a non tangent curve to the left having a radius of 138.33 feet, a central angle of 35 deg. 39 min. 31 sec. and subtended by a chord which bears N 30 deg. 00 min. 34 sec. E and a chord distance of 84.71 feet; thence along the arc of said curve, a distance of 86.09 feet to a point of a reverse curve to the right having a radius of 249.98 feet a central angle of 40 deg. 51 min. 02 sec. and subtended by a chord which bears N 17 deg. 04 min. 04 sec. E and a chord distance of 174.47 feet; thence along the arc of said curve a distance of 176.22 feet; thence N 51 deg. 11 min. 49 sec. E a distance of 114.24 feet to a point, said point being the beginning of a non tangent curve to the right having a radius of 1816.53 feet, a central angle of 06 deg. 47 min. 23 sec. and subtended by a chord which bears N 86 deg. 46 min. 49 sec. E and a chord distance of 215.14 feet; thence along the arc of said curve, a distance of 215.26 feet to the point of a compound curve to the right having a radius of 218.72 feet, a central angle of 36 deg. 25 min. 06 sec. and subtended by a chord which bears S 71 deg. 56 min. 26 sec. E and a chord distance of 136.70 feet; thence along the arc of said curve, a distance of 138.02 feet to a point of reverse curve to the left, having a radius of 79.74 feet, a central angle of 114 deg. 17 min. 07 sec. and subtended by a chord which bears N 69 deg. 47 min. 46 sec. E and a chord distance of 133.97 feet; thence along the arc of said curve, a distance of 159.06 feet; thence N 07 deg. 32 min. 58 sec. E a distance of 101.20 feet to a point, said point being the beginning of a non tangent curve to the right, having a radius of 249.83 feet, a central angle of 17 deg. 32 min. 07 sec. and subtended by a chord which bears N 07 deg. 27 min. 10 sec. E and a chord distance of 76.16 feet; thence along the arc of said curve, a distance of 76.46 feet to a point lying on the Southwesterly right of way line of Shelby County Highway #42 (80 foot right of way); thence S 66 deg. 44 min. 08 sec. E and along said right of way a distance of 69.94 feet; thence S 00 deg. 34 min. 32 sec. W and leaving said right of way a distance of 599.70 feet; thence S 81 deg. 52 min. 41 sec. W a distance of 147.43 feet; thence S 28 deg. 25 min. 10 sec. W a distance of 133.92 feet; thence S 06 deg. 43 min. 28 sec. W a distance of 623.00; thence N 89 deg. 03 min. 18 sec. W and along the ¼ ¼ line, a distance of 55.01 feet to the point of beginning; being situated in Shelby County, Alabama.

**PARCEL 8**

**(See attached)**

Parcels I, II, III, IV, V and VI described on that page recorded at Book 0199, Page 728 and that certain parcel described on that page recorded at Book 0220, Page 892 both in the Office of the Judge of Probate of Chilton County, Alabama; LESS and EXCEPT that parcel described on that page recorded at Book 0260, Page 432 in said probate office and

ALL AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED.



PARCEL

8

Parcel I  
All of Section 26, Township 24 North, Range 14 East, Chilton County,  
Alabama, less and except the NE 1/4 of the SE 1/4.

Parcel II  
All of Section 27, Township 24 North, Range 14 East, Chilton County,  
Alabama.

Parcel III  
All of Section 28, Township 24 North, Range 14 East, Chilton County,  
Alabama.

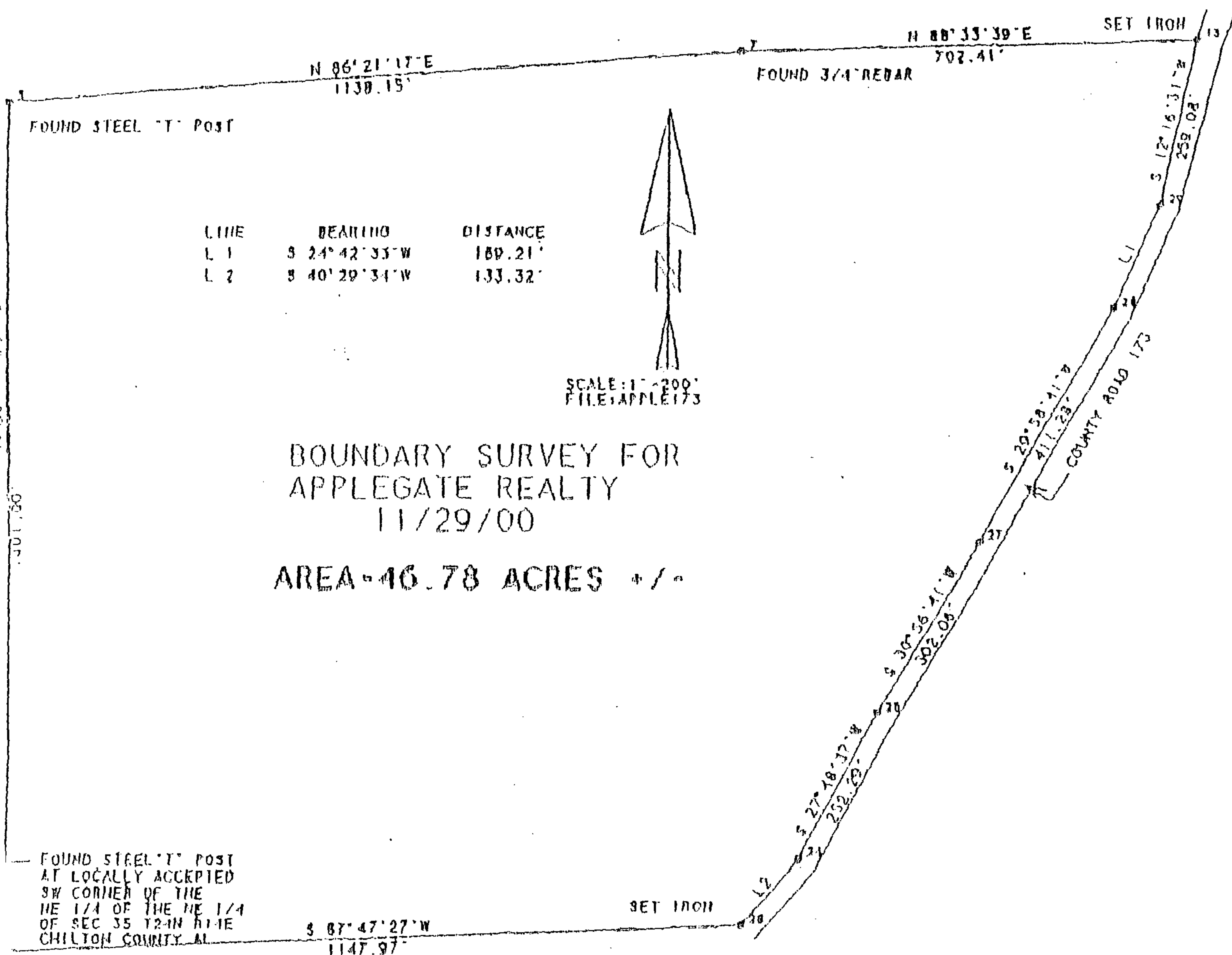
Parcel IV  
The N 1/2 of the NE 1/4; and the N 1/2 of the NW 1/4 all in Section  
34, Township 24 North, Range 14 East, Chilton County, Alabama.

Parcel V  
The N 1/2 of the NW 1/4; and the NW 1/4 of the NE 1/4 all in Section  
35, Township 24 North, Range 14 East, Chilton County, Alabama.

PARCEL VI

ALL THAT PART OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 14 EAST, CHILTON COUNTY,  
ALABAMA THAT LIES EAST OF THE CENTERLINE OF AN EXISTING DIRT ROAD more particularly described  
by metes and bounds as follows:

Beginning at the southeast corner of Section 29, Township 24 north, Range 14 east, Chilton County, Alabama and  
run thence North 88 degrees 46 minutes 56 seconds West along the south line of said section 29 a distance of  
1,674.39' to a point in the centerline of an existing dirt road; Thence run North 01 degree 05 minutes 44 seconds  
West 215.47' to a point in centerline of said dirt road; Thence run North 31 degrees 01 minutes 12 seconds West a  
distance of 332.99' to a point in the centerline of said dirt road; Thence run North 14 degrees 32 minutes 33  
seconds West a distance of 252.39' to a point in the centerline of said dirt road; Thence run North 27 degrees 12  
minutes 00 seconds East a distance of 195.83' to a point in the centerline of said dirt road; Thence run South 88  
degrees 06 minutes 02 seconds East a distance of 334.31' to a point in the centerline of said dirt road; Thence run  
North 88 degrees 41 minutes 08 seconds East a distance of 326.84' to a point in the centerline of said dirt road;  
Thence run North 40 degrees 40 minutes 44 seconds East a distance of 211.87' to a point in the centerline of said  
dirt road; Thence run North 16 degrees 01 minute 44 seconds East a distance of 272.54' to a point in the  
centerline of said dirt road; Thence run North 29 degrees 21 minutes 25 seconds East a distance of 474.97' to a  
point in the centerline of said dirt road; Thence run North 34 degrees 28 minutes 30 seconds East a distance of  
475.37' to a point in the centerline of said dirt road; Thence run North 09 degrees 03 minutes 21 seconds East a  
distance of 333.16' to a point in the centerline of said dirt road; Thence run North 12 degrees 30 minutes 15  
seconds West a distance of 203.46' to a point in the centerline of said dirt road; Thence run North 42 degrees 28  
minutes 19 seconds West a distance of 594.96' to a point in the centerline of said dirt road; Thence run North 68  
degrees 20 minutes 37 seconds West a distance of 353.07' to a point in the centerline of said dirt road; Thence run  
North 24 degrees 09 minutes 26 seconds West a distance of 367.82' to a point in the centerline of said dirt road;  
Thence run North 21 degrees 17 minutes 51 seconds West a distance of 509.47' to a point in the centerline of said  
dirt road; Thence run North 64 degrees 17 minutes 02 seconds East a distance of 261.85' to a point in the  
centerline of said dirt road; Thence run North 41 degrees 12 minutes 36 seconds East a distance of 599.67' to a  
point in the centerline of said dirt road; Thence run North 59 degrees 03 minutes 24 seconds East a distance of  
233.11' to a point in the centerline of said dirt road; Thence run North 21 degrees 18 minutes 48 seconds East a  
distance of 101.65' to a point in the centerline of said dirt road; Thence run North 35 degrees 46 minutes 31  
seconds West a distance of 133.57' to a point in the centerline of said dirt road; Thence run North 33 degrees 54  
minutes 14 seconds West a distance of 116.23' to a point in the centerline of said dirt road on the north line of  
same said Section 29; Thence run North 88 degree 38 minutes 51 seconds East a distance of 788.60' to the  
northeast corner of same said Section 29; Thence run S 00 degrees 10 minutes 41 seconds West along the east line  
of said Section 29 a distance of 5,073.26' to the point of beginning.



#### LEGAL DESCRIPTION:

BEGIN AT THE LOCALLY ACCEPTED SW CORNER OF THE NE 1/4 OF THE NE 1/4 OF SEC 35 T24N R14E CHILTON COUNTY AL : THENCE N 00° 00' 00" E, 1301.00 FT : THENCE N 86° 21' 17" E, 1138.15 FT : THENCE N 88° 33' 39" E 702.41 FT TO THE WESTERLY MARGIN OF COUNTY ROAD 173: THENCE ALONG SAID ROAD FOR THE FOLLOWING CALLS S 12° 16' 31" W, 259.08 FT . S 24° 42' 33" W, 169.21 FT S 29° 58' 41" W, 411.28 FT . S 30° 56' 41" W, 302.08 FT S 27° 48' 37" W, 252.29 FT . S 40° 29' 34" W, 133.32 FT : THENCE LEAVING SAID ROAD S 87° 47' 27" W, 1147.97 FT TO THE POINT OF BEGINNING SAID PARCEL CONTAINING 46.78 ACRES AND LYING AND BEING IN THE NE 1/4 OF THE NE 1/4 OF SEC 35 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 36 TOWNSHIP 24 NORTH RANGE 14 EAST CHILTON COUNTY AL.

BEING a portion of the premises conveyed to Grantor by deed dated February 10, 2000, recorded with the Office of the Judge of Probate of Chilton County, in Real Property Book 203, Page 461.



**PARCELS**

**1**

- Parcel One: All of Section 19, Township 24 North, Range 14 East, Chilton County, Alabama, less and except the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), and containing 600 acres, more or less.
- Parcel Two: The South One-half (S½) of the Northwest Quarter (NW¼); and the Southwest Quarter (SW¼); all in Section 20, Township 24 North, Range 14 East, Chilton County, Alabama, and containing 240 acres, more or less.
- Parcel Three: ALL THAT PART OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 14 EAST, CHILTON COUNTY, ALABAMA THAT LIES WEST OF THE CENTERLINE OF AN EXISTING DIRT ROAD more particularly described by metes and bounds as follows:
- Beginning at the southeast corner of Section 29, Township 24 North, Range 14 East, Chilton County, Alabama and run thence North 88 degrees 46 minutes 56 seconds West along the south line of said section 29 a distance of 1,674.39' to a point in the centerline of an existing dirt road; Thence run North 01 degrees 05 minutes 44 Seconds West 215.47' to a point in centerline of said dirt road; Thence run North 31 degrees 01 minutes 12 seconds West a distance of 332.99' to a point in the centerline of said dirt road; Thence run North 14 degrees 32 minutes 33 seconds West a distance of 257.39' to a point in the centerline of said dirt road; Thence run North 27 degrees 12 minutes 00 seconds East a distance of 195.83' to a point in the centerline of said dirt road; Thence run South 88 degrees 06 minutes 02 seconds East a distance of 334.31' to a point in the centerline of said dirt road; Thence run North 88 degrees 41 minutes 06 seconds East a distance of 326.84' to a point in the centerline of said dirt road; Thence run North 48 degrees 40 minutes 44 seconds East a distance of 211.87' to a point in the centerline of said dirt road; Thence run North 16 degrees 01 minutes 44 seconds East a distance of 272.54' to a point on the centerline of said dirt road; Thence run North 29 degrees 21 minutes 25 seconds East a distance of 474.97' to a point in the centerline of said dirt road; Thence run North 34 degrees 28 minutes 30 seconds East a distance of 475.37' to a point in the centerline of said dirt road; Thence run North 09 degrees 03 minutes 21 seconds East a distance of 333.16' to a point in the centerline of said dirt road; Thence run North 12 degrees 30 minutes 15 seconds West a distance of 203.46' to a point in the centerline of said dirt road; Thence run North 42 degrees 28 minutes 19 seconds West a distance of 594.96' to a point in the centerline of said dirt road; Thence run North 68 degrees 28 minutes 37 seconds West a distance of 353.87' to a point in the centerline of said dirt road; Thence run North 24 degrees 09 minutes 26 seconds West a distance of 367.82' to a point in the centerline of said dirt road; Thence run North 21 degrees 17 minutes 51 seconds West a distance of 509.47' to a point in the centerline of said dirt road; Thence run North 64 degrees 17 minutes 02 seconds East a distance 261.85' to a point in the centerline of said dirt road; Thence run North 41 degrees 12 minutes 36 seconds East a distance of 599.67' to a point in the centerline of said dirt road; Thence run North 59 degrees 03 minutes 24 seconds East a distance of 233.11' to a point in the centerline of said dirt road; Thence run North 21 degrees 18 minutes 48 seconds East a distance of 101.65' to a point in the centerline of said dirt road; Thence run North 35 degrees 46 minutes 31 seconds West a distance of 133.57' to a point in the centerline of said dirt road; Thence run North 33 degrees 54 minutes 14 seconds West a distance of 116.23' to a point in the centerline of said dirt road on the north line of same said Section 29; Thence run North 88 degrees 38 minutes 31 seconds East a distance of 788.60' to the northeast corner of same said Section 29; Thence run S 00 degrees 18 minutes 41 seconds West along the east line of said Section 29 a distance of 5,073.26' to the point of beginning
- Parcel Four: That part of Section 30, Township 24 North, Range 14 East, Chilton County Alabama, East of Interstate Highway I-65, and containing 629 acres, more or less.
- Parcel Five: The South One-half (S½) of the Northeast Quarter (NE¼); the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼); and that part of the North One-half (N½) of the Northwest Quarter (NW¼) East of Interstate Highway I-65; all in Section 31, Township 24 North, Range 14 East, Chilton County, Alabama, and containing 171 acres, more or less.
- Parcel Six: The West One-half (W½) of the Northwest Quarter (NW¼) of Section 32, Township 24 North, Range 14 East, Chilton County, Alabama, and containing 80 acres, more or less.
- Parcel Seven: That part of the South One-half (S½) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼); that part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼); and that part of the East One-half (E½) of the Southeast Quarter (SE¼); lying East of Interstate Highway I-65, all in Section 25, Township 24 North, Range 13 East, Chilton County, Alabama, and containing 50 acres, more or less.



Parcel I

All of Section 19, Township 24 North, Range 14 East, Chilton County, Alabama, less and except the NW 1/4 of the NW 1/4, Chilton County, Alabama.

Parcel II

The S 1/2 of the NW 1/4; and the SW 1/4; all in Section 20, Township 24 North, Range 14 East, Chilton County, Alabama.

Parcel III

That part of Section 29, Township 24 North, Range 14 East, Chilton County, Alabama, lying West of a dirt road that extends across said Section 29, from North to South.

Parcel IV

That part of Section 30, Township 24 North, Range 14 East, Chilton County, Alabama, East of Interstate Highway I-65.

Parcel V

The S 1/2 of the NE 1/4; the NE 1/4 of the SE 1/4; and that part of the N 1/2 of the NW 1/4, East of Interstate Highway I-65; all in Section 31, Township 24 North, Range 14 East, Chilton County, Alabama.

Parcel VI

The W 1/2 of the NW 1/4; of Section 32, Township 24 North, Range 14 East, Chilton County, Alabama.

Parcel VII

That part of the S 1/2 of the NE 1/4 of the NE 1/4; that part of the SE 1/4 of the NE 1/4; and that part of the E 1/2 of the SE 1/4; lying East of Interstate Highway I-65, all in Section 25, Township 24 North, Range 13 East, Chilton County, Alabama.

LESS AND EXCEPT any portion of the foregoing parcels lying within a road right of way, or railroad or railroad right of way.

**PARCEL 10**

**(see attached)**

1. That parcel situated in Jefferson County, Alabama and described in that certain Deed recorded at Real 3350, Page 026 in the Office of the Judge of Probate of Jefferson County, Alabama.
2. That parcel situated in Shelby County, Alabama and cross-hatched on the attached and more particularly:

That parcel of land as shown on Record Map of High Hampton Estates as recorded in Map Book 20, Page 84 in the Office of the Judge of Probate of Shelby County, Alabama, which parcel is bordered on the west by Shelby County Hwy. 35, bordered on the north by High Hampton Drive and bordered on the east by Lot 5 High Hampton Estates and which parcel is designated on said Map as "NOT A PART OF THE SUBDIVISION".

CROSS HATCHED PARCEL ONLY

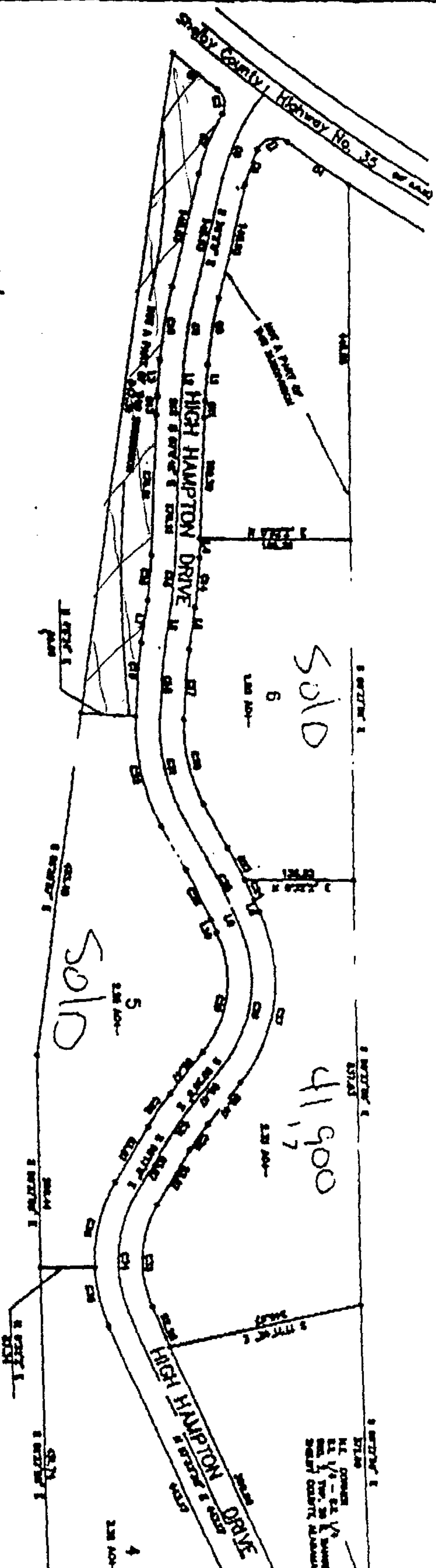
# HIGH HAMPTON ESTATES

## SUBDIVISION

A Single Family. Residential Subdivision  
situated in the Section 7 and 8, Township 20 south,  
Range 2 west.  
City of Pelham, Shelby County, Alabama

SALES MAP

**SUBJECT**





**PARCEL 11**

An undivided ½ interest in and to:

Lot 8, according to the Survey of Lamb Plat No. 2, as recorded in Map Book 2, Page 70 in the Office of the Judge of Probate of Hale County, Alabama.

LESS AND EXCEPT:

A parcel of land located in the North  $\frac{1}{2}$  of Section 27, Township 24 North, range 14 East, Chilton County, Alabama, and being more particularly described as follows:

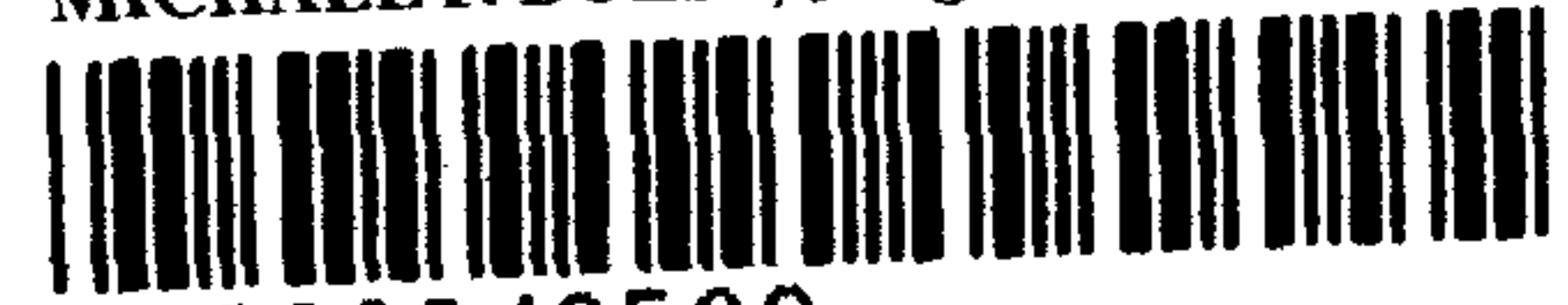
Commence at a 3/4" crimped iron found, being locally accepted as the SW Corner of Section 27, Township 24 North, Range 14 East; thence N05°01'58"E, a distance of 5104.19' to a 1/2" capped rebar found; thence S37°31'17"E, a distance of 2204.05' to the POINT OF BEGINNING; thence S.71°58'26"E., a distance of 1,396.63 feet; thence N.40°07'44"E., a distance of 366.50 feet; thence S.85°02'21"E., a distance of 542.38 feet; thence N.01°47'08"W., a distance of 335.11 feet; thence N.47°04'07"W., a distance of 409.64 feet; thence N.62°55'42"W., a distance of 442.41 feet; thence N.74°23'47"W., a distance of 461.11 feet; thence S.71°20'02"W., a distance of 332.88 feet; thence S.09°40'25"W., a distance of 137.54 feet; thence S.45°03'04"W., a distance of 129.91 feet; thence S.55°20'32"W., a distance of 292.85 feet; thence S.80°09'05"W., a distance of 339.50 feet; thence S.15°14'47"E., a distance of 188.60 feet to the POINT OF BEGINNING.

02 JUN 24 P.M. 12:03

Recorded and \$ 1,519.80 Mtg. Tax

and \$ 101.00 Deed Tax and Fee Amt.  
\$ Total \$ 1,620.80

MICHAEL F. BOLIN, Judge of Probate



200208/9590

**PARCEL 9**

(See attached)

The following parcels:

The NW ¼ of the NW ¼ of Section 19, Township 24 North, Range 14 East, Chilton County, Alabama;

The N ½ of NE ¼ of the NE ¼ of Section 25, Township 24 North, Range 13 East, Chilton County, Alabama;

That property situated in Section 24, Township 24 North, Range 13 East, Chilton County, Alabama:  
The S ½ of the SE ¼ lying East of Interstate Highway 65;

That property situated in Section 24, Township 24 North, Range 13 East, Chilton County, Alabama:  
A parcel described as beginning at the SE Corner of the NW ¼ of the SE ¼; thence run North for a distance of 660 feet to a point; thence run West for a distance of 349 feet to a point on the East right-of-way of Interstate No. 65; thence run Southeasterly along said East right-of-way of I-65 for a distance of 660 feet to a point on the South line of the NW ¼ of the SE ¼; thence run East for a distance of 271 feet to the point of beginning;

That property situated in Section 24, Township 24 North, Range 13 East, Chilton County, Alabama:  
The N ½ of the NW ¼ of the SE ¼ of Section 24, Township 24 North, Range 13 East lying East of Interstate Highway 65;

The East ½ of the Northeast ¼ and also the Northeast ¼ of the Southeast ¼ all in Section 24, Township 24, Range 13, Chilton County, Alabama;

The Northwest Quarter of the Southeast Quarter of Section 31, Township 24 North, Range 14 East, less and except minerals and mining rights;

All that part of the Southwest quarter of the Southeast Quarter that lies East of the Right-of-way of Interstate Highway No. 65, and all that part of the Southeast Quarter of the Southwest Quarter that lies East of the right-of-way of Interstate No. 65; all in Section 31, Township 24 North, Range 14 East, situated in Chilton County, Alabama;

**LESS AND EXCEPT:**

The SE ¼ of the NW ¼ and the East ½ of the SW ¼ of Section 20, Township 24 North, Range 14 East; also, that part of Section 29, Township 24 North, Range 14 East lying West of a dirt road that extends across said Section 29, from North to South; less and except; also the West ½ of the West ½ of Section 29; the West ½ of the NW ¼ of Section 32, Township 24 North, Range 14 East, all situated in Chilton County, Alabama.

**AND ALSO:** Parcels One, Two, Three, Four, Five, Six and Seven as more particularly described on the attached.