


This instrument prepared by  
and to be returned to:

  
20030107000012540 Pg 1/23 80.00  
Shelby Cnty Judge of Probate, AL  
01/07/2003 08:15:00 FILED/CERTIFIED

Damon P. Denney, Esq.  
Burr & Forman LLP  
3100 SouthTrust Tower  
Birmingham, Alabama 35203  
(205) 458-5198

COUNTERPART 1 OF 3

**CONSOLIDATED, AMENDED AND RESTATED**

**ASSIGNMENT OF RENTS AND LEASES**

**STATE OF ALABAMA )**

**COUNTIES OF JEFFERSON, SHELBY AND TUSCALOOSA )**

**THIS CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES** is made as of the 31st day of December, 2002, by SHOP-A-SNAK FOOD MART, INC., a Delaware corporation (hereinafter, the "Assignor") in favor of SOUTHTRUST BANK, an Alabama banking corporation (hereinafter, the "Lender").

**RECITALS:**

This Assignment is made as additional security for the payment of two loans (the "Consolidated Loans") in the aggregate principal amounts of (i) \$5,515,000.00, as evidenced by that certain Consolidated, Amended and Restate Real Estate Note Number One of even date herewith in said amount (the "First Consolidated Real Estate Note"), payable by Assignor to the Lender with interest thereon and (ii) \$4,100,000.00, as evidenced by that certain Consolidated, Amended and Restate Real Estate Note Number Two of even date herewith in said amount (the "Second Consolidated Real Estate Note"; together with the First Consolidated Real Estate Note and any and all extensions, revisions, modifications or amendments hereafter made, referred to as the "Notes") payable by Assignor to the Lender with interest thereon, and such Consolidated Loans have been disbursed under the provisions of an Amended and Restated Master Loan Agreement between Assignor and Lender dated of even date herewith (hereinafter, together with any and all extensions, revisions, modifications or amendments heretofore, simultaneously herewith or hereafter made, referred to as the "Loan Agreement"), and as additional security for the full and faithful performance by Assignor of all the terms and conditions of the Loan Agreement, the Notes, and each of the other "Loan Documents" (as defined in the Loan Agreement), including, without limitation, that certain Consolidated, Amended and Restated Mortgage, Leasehold Mortgage and Security Agreement of even date herewith (as the same may

---

This Consolidated, Amended and Restated Assignment of Rents and Leases consolidates, amends, restates and replaces in their entirety the assignments more particularly described on the attached Schedule I.

be amended from time to time, the "Mortgage") executed and delivered by Assignor to Lender on the property described in Exhibit "A" to secure the payment of the Note.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, and as an inducement to the Lender to make the Loan to Assignor, Assignor does hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of the Assignor's interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the property described in Exhibit "A" attached hereto, and the improvements located or to be located thereon, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

1. Assignor agrees to duly operate and maintain the aforesaid property and perform all requisites on its part to keep any and all leases of said property in full force and effect.

2. Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of, any part of said property.

3. Assignor further agrees that it will not assign the rent or any part of the rent of said property, nor collect rents under any leases or other agreements relating to use of any part of the property, for a period further in advance than one (1) month without the written consent of the Lender, nor do any other act whereby the lien of the Mortgage and this Assignment may, in the opinion of the Lender, be impaired in value or quality.

4. Assignor agrees that it has not and will not enter into any fictitious lease or any lease for the purpose of avoiding creditors, and any attempt to do so will be void. Assignor represents and warrants that all leases, if any, presently in effect are, and all leases hereafter entered into will be, arms-length leases for a rental rate, which, in Assignor's best judgment, represents a fair market rental.

5. Assignor further agrees that this Assignment is to remain in full force and effect so long as the Notes remains unpaid and that it may be enforced by Lender.

6. It is expressly understood and agreed by Assignor and Lender that said Assignor reserves, and is entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until the occurrence of an Event of Default pursuant to (and as defined in) the Loan Agreement, the Notes, the Mortgage, or any of the other Loan Documents, or until the violation of any term, condition or agreement of this Assignment [which violation shall continue unremedied for a period of thirty (30) days following receipt by Assignor from Lender of written notice of said violation], each of which shall constitute an "Event of Default" hereunder.

7. Assignor does hereby authorize and empower Lender to collect, upon demand, after any Event of Default hereunder, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of,



or agreement for the use or occupancy of, any part of said property, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee making such payment to Lender shall be under no obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

8. Any amount received or collected by Lender by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Lender:

(a) to the payment of all necessary expenses for the operation, protection and preservation of the property, including the usual and customary fees for management services;

(b) to the payment of taxes and assessments levied and assessed against the property as said taxes and assessments become due and payable;

(c) to the payment of premiums due and payable on any insurance policy related to the property;

(d) to the payment of installments of principal and interest on the Notes as and when they become due and payable pursuant to the terms of the Notes, whether by acceleration or otherwise;

(e) to the payment of any other sums due to Lender, including those due under the Mortgage, the Loan Agreement, and/or any of the other Loan Documents; and

(f) the balance remaining after payment of the above shall be paid to the then owner of record of said property.

9. Assignor hereby agrees to indemnify Lender for, and to save it harmless from, any and all liability, loss or damage which Lender might incur under said leases or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be assessed against Lender thereunder or hereunder (provided, however, Assignor shall have no obligation to indemnify Lender from and against any liability, loss or damage which Lender might incur arising solely out of Lender's gross negligence or willful misconduct), and, without limiting the generality of the foregoing, covenants that this Assignment, prior to any such default by said Assignor and entry upon the property by said Lender by reason thereof, shall not operate to place responsibility for the control, care, management or repair of said property upon Lender, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Lender responsible or liable for any waste committed on the property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

10. The terms "Notes", "Mortgage", "Loan Agreement" and "Loan Documents" shall refer to such instruments as they may hereafter be amended by Assignor and Lender. This agreement shall be binding upon the Assignor, its successors and assigns and subsequent owners of the property, or any part thereof, and shall inure to the benefit of Lender, its successors and assigns and any holder of the Notes.

IN WITNESS WHEREOF, Assignor has caused these presents to be properly executed by its duly authorized officer as of the day and year first above written.

ASSIGNOR:

SHOP-A-SNAK FOOD MART, INC.

BY Immano Jr  
Its President

STATE OF )

COUNTY OF )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ed Marino, Jr., whose name as President of Shop-A-Snak Food Mart, Inc., a Delaware corporation, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31<sup>st</sup> day of December, 2012.

Klori W. Quess  
Notary Public

My Commission Expires: Oct 25, 2014

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

The following described property located in the Counties of Jefferson, Tuscaloosa and Shelby, Alabama:



## SCHEDULE I

1. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank, National Association, a national banking association, dated September 4, 1998 and recorded September 8, 1998 with the Judge of Probate of Jefferson County, Alabama at Book 9811, Page 6665 (For informational purposes only: Greensprings 24208).
2. Assignment of Rents and Leases recorded with the Judge of Probate of Jefferson County, Alabama at Book 9607, Page 8347(For informational purposes only: Irondale 74022)
3. Assignment of Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank of Alabama, National Association, a national banking association, dated August 26, 1991 and recorded with the Judge of Probate of Shelby County, Alabama at Real 360, Page 925, as amended by Amendment to Mortgage and Security Agreement and Assignment of Leases, dated October 10, 1991 and recorded October 18, 1991 at Book 369, Page 131.(For informational purposes only:Valleydale 10983
4. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama Corporation to SouthTrust Bank of Alabama, National Association, a national banking association, dated August 12, 1992 and recorded with the Judge of Probate of Jefferson County, Alabama at Book 4336, Page 749. Recorded August 12, 1992 with the Judge of Probate of Jefferson County, Bessemer Division, Alabama at Real 900, Page 822. Recorded August 12, 1992 with the Judge of Probate of Tuscaloosa County, Alabama at Book 0338, Page 0499.(For informational purposes only: Exxon #1 12495 and Exxon #2 12496)
5. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank of Alabama, National Association, a national banking association, dated November 27, 1995 and recorded with the Judge of Probate of Tuscaloosa County, Alabama at Book 1224, Page 82(For informational purposes only: University 18060)
6. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank of Alabama, National Association, a national banking association, dated May 23, 1996 and recorded with the Judge of Probate of Jefferson County, Alabama at Book 9606, Page 5072.(For informational purposes only: 5 Points West 19490)
7. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., a Delaware corporation to SouthTrust Bank, an Alabama banking corporation, dated February 27, 2002 and recorded March 4, 2002 with the Judge of Probate of Jefferson County, Alabama at Book 200260, Page 6423.(For informational purposes only: Midfield 247692)
8. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank, an Alabama banking corporation, dated and recorded June 27, 2000 with the Judge of Probate of Jefferson County, Alabama at Book 200007, Page 6487.(For informational purposes only: Graysville 46560)
9. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank, National Association, a national banking association, dated

March 30, 1999 and recorded with the Judge of Probate of Jefferson County, Alabama at Book 9960, Page 9537(For informational purposes only: Academy 30251)

10.. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank, National Association, a national banking association, dated October 19, 1999 and recorded October 22, 1999 with the Judge of Probate of Jefferson County, Alabama at Book 9914, Page 1429.(For informational purposes only: Trussville 30151)

11. Intentionally omitted

12. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank of Alabama, National Association, a national banking association, dated 1/23/92 and recorded 1/23/92 with the Judge of Probate of Jefferson County, Alabama at Book 4187, Page 161 .(For informational purposes only: UAB 11620)

13. Assignment of Rents and Leases executed by Shop-A-Snak Food Mart, Inc., an Alabama corporation to SouthTrust Bank, National Association, a national banking association, dated September 4, 1998 and recorded September 9, 1998 with the Judge of Probate of Jefferson County, Alabama at Book 9862, Page 4262.(For informational purposes only: Sulphur Springs 24209)

14. (For informational purposes only: Greensprings 09179)

# HW Valleydale Road

## PARCEL A

A parcel of land located in the NW 1/4 of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Commence at the SW corner of the north half of the SE 1/4 of the NW 1/4 of said Section 15; thence in a northerly direction along the westerly line of said 1/4-1/4 section, a distance of 476.55 feet to the Point of Beginning; thence continue along last described course, a distance of 92.76 feet to the intersection with the southeasterly R.O.W. line of Valleydale Road (County Road #17); thence 49 degrees, 54 minutes right, in a northeasterly direction along said R.O.W. line, a distance of 149.63 feet; thence 47 degrees, 18 minutes, 15 seconds right, in a southeasterly direction, a distance of 97.37 feet to the intersection with the southwesterly R.O.W. line of Caldwell Mill Road (County Road #29); thence 46 degrees, 10 minutes, 55 seconds right, in a southeasterly direction along said R.O.W. line, a distance of 155.00 feet; thence 90 degrees right, in a southwesterly direction, a distance of 130.22 feet; thence 43 degrees, 49 minutes, 04 seconds right, in a northwesterly direction, a distance of 200.56 feet to the Point of Beginning, containing 45,491 square feet or 1.044 acres.

## PARCEL B

A parcel of land located in the North Half of the SE 1/4 of the NW 1/4 of Section 15, Township 19 South, Range 2 West, more particularly described as follows: Begin at the SW corner of said North Half; thence in a northerly direction along the westerly line of said 1/4-1/4 section, a distance of 476.55 feet; thence 97 degrees, 12 minutes, 14 seconds right, in a southeasterly direction, a distance of 200.56 feet; thence 43 degrees, 49 minutes, 04 seconds left, in a northeasterly direction a distance of 130.22 feet to the intersection with the southwesterly R.O.W. line of Caldwell Mill Road (County Road #29); thence 90 degrees right, in a southeasterly direction along said R.O.W. line, a distance of 672.22 feet to the intersection with the south line of said north half; thence 127 degrees, 28 minutes, 05 seconds right, in a westerly direction along said south line, a distance of 704.50 feet to the Point of Beginning, containing 251,213 square feet or 5.767 acres.



724 Skyland Blvd.  
Tract 69636

PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 10 WEST, AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 21 SOUTH, RANGE 10 WEST, IN TUSCALOOSA COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 181.8 FEET TO A POINT; THENCE WITH A DEFLECTION ANGLE OF 83 DEGREES, 24 MINUTES TO THE RIGHT, RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 192.7 FEET TO A POINT ON THE NORTH BOUNDARY OF U.S. HIGHWAY NO. 11 (BYPASS); THENCE EASTERLY ALONG THE CURVING NORTH BOUNDARY OF U.S. HIGHWAY NO. 11 (BYPASS) FOR A DISTANCE OF 217.84 FEET TO A P.T. (HIGHWAY 386+88.9); THENCE CONTINUE EASTERLY ALONG THE NORTH BOUNDARY OF SAID U.S. HIGHWAY NO. 11 (BYPASS) FOR A DISTANCE OF 614.36 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG THE NORTH BOUNDARY OF SAID U.S. HIGHWAY NO. 11 (BYPASS) FOR A DISTANCE OF 200.0 FEET TO A POINT; THENCE TO THE LEFT WITH AN INTERIOR ANGLE OF 140 DEGREES, 13 MINUTES, AND RUN NORTHEASTERLY ON AND ALONG U.S. HIGHWAY NO. 11 (BYPASS) RIGHT-OF-WAY FOR 152.80 FEET TO A POINT; THENCE TO THE LEFT WITH AN INTERIOR ANGLE OF 150 DEGREES, 34 MINUTES AND RUN IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF ALBRIGHT ROAD, SOMETIMES KNOWN AS THE JUG FACTORY ROAD, FOR A DISTANCE OF 66.04 FEET TO A POINT; THENCE TO THE LEFT, WITH AN INTERIOR ANGLE OF 171 DEGREES, 03 MINUTES CONTINUE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ALBRIGHT ROAD 83.96 FEET TO A POINT; THENCE TO THE LEFT WITH AN INTERIOR ANGLE OF 78 DEGREES, 10 MINUTES AND RUN WESTERLY AND PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 11 (BYPASS) 307.44 FEET TO A POINT; THENCE TO THE LEFT WITH AN INTERIOR ANGLE OF 101 DEGREES, 50 MINUTES AND RUN IN A SOUTHERLY DIRECTION 247.00 FEET TO THE POINT OF BEGINNING.

2400 McFarland Blvd.

Tract 69637

Part of Lots 9 and 10 according to the Resurvey of Lot G Rose Place, situated in the City of Tuscaloosa, County of Tuscaloosa, State of Alabama, being more particularly described as follows:

Commence at the Southeast corner of said Lot 10, said point being on the Westerly right of way line of U. S. Highway No. 82 Bypass (McFarland Boulevard); thence run in a Northwesterly direction along said Westerly right of way line for a distance of 75.25 feet meas. (75.00 feet deed) to the point of beginning; thence continue along last described course for a distance of 183.20 feet (meas. & deed) to a point; thence to the left with an interior angle of 152 deg. 5 min. 30 sec, meas. (151 deg. 58 min. 00 sec., deed) run in a Northwesterly direction along said right of way line for a distance of 51.83 feet meas. (51.65 feet, deed) to the beginning of a curve to the right, said curve having a radius of 3469.75 feet, a central angle of 2 deg. 59 min. 57 sec; thence to the right with an interior angle of 127 deg. 32 min. 30 sec. to chord and run in a Northeasterly direction along the right of way line of Hargrove Road and along arc of said curve for a distance of 181.62 feet to a point on the North line of said Lot 9; thence to the left with an interior angle of 80 deg. 30 min. from chord, run in a Southeasterly direction for a distance of 235.00 feet meas. (235.18 feet, deed) to a point; thence to the left with an interior angle of 96 deg. 41 min. 26 sec. meas., run in a Southeasterly direction for a distance of 205.31 feet meas. (207.62 feet, deed) to the point of beginning.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware corporation, by deed from Danny Hugh Maness and wife, Betty Jean Maness; Andy Bervis Maness and wife, Kathryn Maness; Jackie Loyl Maness and wife, Margarett Maness; and Robert K. Maness, unmarried, dated January 22, 1971, recorded in the Office of Probate Judge, County of Tuscaloosa, State of Alabama, on January 22, 1971 and recorded in Deed Book 589 page 801.

6309th Avenue North SCHEDULE

### PARCEL I

Part of Lots 1, 2, 3, 18 and 19, in Block 436, according to the map of West Lake Highlands, as recorded in Map Book 2, page 46, in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama, more particularly described by metes and bounds as follows: Begin at the northwest corner of said Lot 18, said point being the point of intersection of the southwesterly line of the right-of-way of 9th Street (formerly Adger Road) with the southeasterly line of a 20 foot alley running in a northeasterly and southwesterly direction through said Block 436, and run thence southeastwardly along the southwesterly line of the right-of-way of 9th Street (formerly Adger Road) for a distance of 80.23 feet; thence turn an interior angle of 114 degrees 32 minutes (115 degrees 31 minutes description) to the right and run southwardly for a distance of 62.32 feet to a point on the northwesterly line of the right-of-way of U. S. Highway No. 11, said point being on a curve to the right having a radius of 7,733.11 feet and a central angle of 1 degree 29 minutes 52 seconds; thence to the right with an interior angle of 131 degrees 43 minutes 04 seconds measured to the tangent of said curve, and run southwestwardly along the arc of said curve and along the northwesterly line of said right-of-way for a distance of 202.15 feet (200.48 feet description); thence turn an interior angle of 93 degrees 32 minutes 04 seconds measured from tangent of said curve to the right and run northwestwardly for a distance of 103.46 feet (102.19 feet description) to a point of intersection with the southeasterly line of the aforementioned 20 foot alley; thence to the right with an interior angle of 90 degrees and run northeastwardly along the southeasterly line of said alley for a distance of 221.12 feet (219.57 feet description) to the point of beginning.

### PARCEL II

An easement for ingress and egress as reserved by Humble Oil & Refining Company n/k/a the Exxon Corporation in the deed dated June 28, 1965, recorded in Real Volume 15, page 367, in the Probate Office of Jefferson County, Alabama, Bessemer Division, over, upon and across the following described parcel:

Part of Lot 4, Block 436, according to the Map and Survey of Block 436, West Lake Highlands, as recorded in Map Book 2, page 46, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division, and a parcel lying adjacent to said Lot 4, which is more particularly described as follows: Commence at the intersection of the southeasterly line of a 20 foot wide alley with the southwesterly right-of-way line of Adger Road, said point being the northwest corner of Lot 18 of said Block 436; thence southeasterly along the southwesterly line of Adger Road for 80.23 feet; thence to the right with an interior angle of 115 degrees 31 minutes and run southerly for 62.32 feet to a point on the northwesterly right-of-way line of U. S. #11, said point being on a curve to the right having a radius of 7,733.11 feet; thence to the right with an interior angle of 131 degrees 55 minutes 25 seconds as measured to tangent of said curve; thence southwestwardly along the arc of said curve and along said right-of-way for 200.48 feet to the point of beginning; thence



continue southwesterly along the arc of said curve and along said right-of-way line for 51.08 feet; thence to the right with an interior angle of 84 degrees 46 minutes 25 seconds as measured from tangent of said curve and run northwesterly along said right-of-way line for 45.19 feet to a point on a curve to the right having a radius of 7,688.11 feet; thence to the left with an interior angle of 275 degrees 15 minutes 26 seconds as measured to tangent of said curve; thence southwesterly along the arc of said curve and along said right-of-way line for 100.00 feet; thence to the right with an interior angle of 90 degrees as measured from tangent of said curve and run northwesterly 41.92 feet to the intersection with the southeast line of said 20 foot wide alley and its extension; thence to the right with an interior angle of 96 degrees 44 minutes 02 seconds and run northeasterly along said alley line and its extension for 136.15 feet to the northwest corner of said Lot 4; thence run southeasterly for 102.19 feet to the point of beginning. Being situated in Jefferson County, Alabama.

615 University Blvd.

A parcel of land which includes part of Lots 1, 2, 3, and 10, Block 3, and all of Lot 4, Block 3, according to the Survey of Castle Hill Heights Subdivision No. 2, recorded in Plat Book 3 page 48 in the Probate Office of Tuscaloosa County, Alabama, and part of a 10 foot wide alley adjacent to and West of said Lot 10 and part of a 10 foot wide alley adjacent to and South of said Lots 3 and 4 and part of a 10 foot wide alley adjacent to and East of said Lot 1, all being more particularly described as follows:

Begin at the Northwest corner of said Lot 4, said point being on the Southerly right of way line of University Avenue (U.S. Highway No. 11); thence run South 85 deg. 40 min. 00 sec. East along said Southerly right of way line of University Avenue (U. S. Highway No. 11) for 265.00 feet; thence to the right with an interior angle of 108 deg. 00 min. 00 sec. and run South 13 deg. 40 min. 00 sec. East for 33.36 feet to a point on the Northerly right of way line of 10th Street East (Bear Bryant Blvd.); thence to the right with an interior angle of 107 deg. 04 min. 15 sec. and run South 59 deg. 15 min. 45 sec. West along said Northerly right of way line of 10th Street East (Bear Bryant Blvd.) for 55.22 feet to the beginning of a curve to the right, said curve having a radius of 1879.86 feet and subtending a central angle of 5 deg. 48 min. 05 sec.; thence run Southwesterly (ch. South 62 deg. 09 min. 47.5 sec. West) along the arc of said curve along said Northerly right of way line of 10th Street East (Bear Bryant Blvd.) for 190.34 feet to a point on the centerline of what was formerly a 10 foot wide alley; thence to the right with an interior angle of 67 deg. 19 min. 50 sec. as measured from tangent of said curve and run North 2 deg. 16 min. 00 sec. West along the centerline of what was formerly said 10 foot wide alley for 14.83 feet to a point on the centerline of what was formerly another 10 foot wide alley; thence to the left with a deflection angle of 83 deg. 24 min. 00 sec. and run North 85 deg. 40 min. 00 sec. West along the centerline of said former 10 foot wide alley for 50.00 feet; thence to the right with an interior angle of 96 deg. 36 min. 00 sec. and run North 2 deg. 16 min. 00 sec. West along the West line of said Lot 4 and its extension, for 151.03 feet to the point of beginning; being situated in Tuscaloosa County, Alabama.

603 Bessemer Road

**Lot 11-A, according to Armstrong's Resurvey of Lots 6 through 11, Block 9, and acreage, Tract of Midfield, Sector A, as recorded in Map Book 30, page 32, in the Probate Office of Jefferson County, Alabama, Bessemer Division; being situated in Jefferson County, Alabama.**



1050 South Main Street

Agent File No.: 128174

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

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 29, Township 16 South, Range 4 West, Jefferson County, Alabama; thence run in a Northerly direction along the East line of said 1/4 1/4 and along the East line of the NE 1/4 of the SE 1/4 of said Section 29 a distance of 1496.18 feet to the point of beginning, said point of beginning being situated on the Northeasterly right of way line of U. S. Highway No. 78 West; thence 52 deg. 07 min. to the left and run in a Northwesterly direction along said Northeasterly right of way of U. S. Highway No. 78 a distance of 27.62 feet to the point of commencement to a curve to the right, said curve having a total central angle of 33 deg. 57 min., said curve being a 1 deg. 00 min. curve; thence continue in a Northwesterly direction along said Northeasterly right of way line a distance of 270.63 feet; thence from the chord of last described curve turn an angle to the right of 54 deg. 13 min. 30 sec. and run in a Northerly direction a distance of 185.06 feet to a point, said point being situated on the Southwesterly right of way line of the Old U. S. Highway No. 78, said point also being situated on a curve; thence 134 deg. 22 min. 30 sec. to the right (angle being measured to the chord of next described course); thence run in a Southeasterly direction along the arc of said curve a distance of 329.36 feet to its intersection with the East line of said NE 1/4 of SE 1/4 of said Section 29; thence run in a Southerly direction along the East line of said 1/4 1/4 a distance of 129.66 feet to the point of beginning; being situated in Jefferson County, Alabama.  
Being a part of the NE 1/4 of the SE 1/4 of Section 29, Township 16 South, Range 4 West, being situated in Jefferson County, Alabama.

99B Academy Drive

**Parcel I**

**Lot 2, according to the Survey of Academy Business Park - Phase II, as recorded in Map Book 33 page 46 in the Probate Office of Jefferson County, Alabama, Bessemer Division; being situated in Jefferson County, Alabama.**

**Parcel II**

**ALSO, A 36 foot Temporary, Grading and Slope Easement described as follows:**

**A parcel of land situated in the SW 1/4 of Section 19, Township 19 South, Range 4 West, more particularly described as follows:**

**Begin at the SE corner of Lot 2, Academy Business Park, Phase II, as recorded in Map Book 33 page 46, said point being on the Westerly right of way of Academy Way as recorded in Map Book 32 page 59 in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division); thence in a Southwesterly direction along the Westerly right of way of Academy Way a distance of 35.68 feet to the beginning of a curve to the right having a radius of 520.00 feet and a central angle of 00 deg. 02 min. 09 sec.; thence along said curve to the right and along said right of way line, a distance of 0.32 feet; thence 89 deg. 57 min. 51 sec. right, angle measured to said curve to the right, in a Northwesterly direction a distance of 236.0 feet; thence 90 deg. 00 min. 00 sec. right in a Northeasterly direction a distance of 251.10 feet to the Southerly right of way of Academy Drive; thence 90 deg. 09 min. 55 sec. right, in a Southeasterly direction along the right of way of Academy Drive a distance of 36.0 feet to the Northwest corner of said Lot 2; thence 89 deg. 50 min. 05 sec. right, in a Southwesterly direction a distance of 215.0 feet; thence 90 deg. 00 min. 00 sec. left in a Southeasterly direction a distance of 200.0 feet to the point of beginning; being situated in Jefferson County, Alabama.**

**Being a part of Lots 1 and 3, according to the Survey of Academy Business Park - Phase II, as recorded in Map Book 33 page 46 in the Probate Office of Jefferson County, Alabama (Bessemer Division), and a part of the NW 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 4 West, Jefferson County, Alabama.**

199 Main Street

**Part of the NE 1/4 of the NE 1/4 of Section 26, Township 16 South, Range 1 West, and being more particularly described as follows:**

**Begin at the intersection of the southerly right of way line of U. S. Highway No. 11 as presently located and the easterly Right of Way line of Avenue "A" as shown on the map of Actons Addition to Trussville as recorded in Map Book 15 page 83 in the Probate Office of Jefferson County, Alabama; then run South 23 deg. 13 min. East along said Right of Way line of said Avenue "A" for 160.00 feet; thence to the left with an interior angle of 90 deg. 03 min. and run North 66 deg. 50 min. East for 165.00 feet; thence to the left with an interior angle of 89 deg. 57 min. and run North 23 deg. 13 min. West for 160.00 feet; to a point on the southerly right of way line of U. S. Highway No. 11 as presently located; thence to the left with an interior angle of 90 deg. 03 min. and run South 66 deg. 50 min. West along the southerly Right of Way line of U. S. Highway No. 11 for 165.00 feet to the point of beginning; being situated in Jefferson County, Alabama.**



1503 1<sup>st</sup> Avenue South

Part of Block 789, City of Birmingham, Alabama, being more particularly described as follows:

Beginning at the Southeast intersection of 11th Avenue and 15th Street South, also being the Northwest corner of Block 789, City of Birmingham, Alabama, run thence in a Northeasterly direction along the Southeast right-of-way line of 11th Avenue South for a distance of 194 feet to an existing iron pin; thence turn an angle to the right of  $90^{\circ}$  and run in a Southeasterly direction for a distance of 162.33 feet to an existing iron pin being on the Northwest right-of-way line of an existing alley in said block 789; thence turn an angle to the right of  $90^{\circ} 01'$  and run in a Southwesterly direction along said Northwest right-of-way line of said alley for a distance of 225.34 feet to a point of intersection with the Northeast right-of-way line of 15th Street South; thence turn an angle to the right of  $100^{\circ} 55'$  and run in a Northwesterly direction along said Northeast right-of-way line of 15th Street South for a distance of 165.26 feet to the point of beginning.

This survey has never been filed for record and is not available for recordation.

2601 John Hawkins Parkway

**Lot 1, according to the Survey of Trace Crossings Commercial Subdivision, as recorded in Map Book 32 page 20 in the Probate Office of Jefferson County, Alabama, Bessemer Division, and Map Book 190 page 53 in the Probate Office of Jefferson County, Alabama, Birmingham Division; being situated in Jefferson County, Alabama.**

**Together with rights of ingress and egress pursuant to that certain Easement Agreement recorded in Instrument #9861/2239 in the Probate Office of Jefferson County, Alabama, Bessemer Division and that certain Easement Agreement recorded as Instrument #9861/2240 in said Probate Office.**

821 Greensprings Hwy

Lot 1, according to a Resurvey, as recorded in Map Book 72 page 88 in the Probate Office of Jefferson County, Alabama, of Lots 1, 2, 3, and 4 of Tichenor's Survey; situated in the NE 1/4 of NE 1/4 of Section 23, Township 18 South, Range 3 West, Jefferson County, Alabama.  
Mineral and mining rights excepted.



## *Bile Crestwood Blvd*

Parts of Lots 1, 2, 5 and 6, Block 6 of Horan and Hatzell Addition to Irondale, as recorded in Map Book 1 page 305 in the Probate Office of Jefferson County, Alabama, and a 15 foot vacated alley lying between Lots 1 and 2 and Lots 5 and 6 and recorded in Deed Volume 4078 page 498 in the Probate Office of Jefferson County, Alabama, all of which is more particularly described as follows:

Commence at SW corner of the SE 1/4 of the SW 1/4 of Section 24, Township 17 South, Range 2 West, and run North along the West line of said 1/4 1/4 Section for 15.24 feet to its intersection with the Northerly right of way line of U. S. Highway No. 78; thence 63 deg. 32 min. right and run Northeasterly along said right of way line for 27.93 feet to the point of beginning; thence 63 deg. 32 min. left and run North and parallel with the West line of said 1/4 1/4 Section for 155.12 feet to an iron pin on the South right of way line of 19th Street if extended; thence to the right with an interior angle of 87 deg. 43 min. and run East along said right of way line of 19th Street and its extension thereof for 288.73 feet to an iron pin in the Northerly right of way line of U. S. Highway No. 78; thence to the right with an interior angle of 28 deg. 45 min. and run Southwesterly along said right of way line for 322.28 feet to the point of beginning; being situated in Jefferson County, Alabama.

775B Bessemer Road

---

Lot RV-4, according to the Survey of Domit's Resurvey No. 2, as recorded in Map Book 183 page 28 in the Probate Office of Jefferson County, Alabama; being situated in Jefferson County, Alabama. Mineral and mining rights excepted.

400 Oxmoor Road

**PARCEL I:**

**Lot 2, according to the Survey of Exxon's Green Springs Subdivision, as recorded in Map Book 115, page 51, in the Probate Office of Jefferson County, Alabama.**

**PARCEL II:**

**A mutual, nonexclusive easement for access described as follows:**

**A parcel of land situated in the Southeast quarter of the Southwest quarter of Section 14, Township 18 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:**

**Commence at the Southeast corner of said quarter-quarter section; thence run North 1°15'00" West along the East line of said quarter-quarter section for 899.71 feet to the point of beginning, said point being 75.00 feet, as measured along the East line of said quarter-quarter section, South of the Southeastern right of way line of Oxmoor Road; thence to the left with an interior angle of 12°32'19" and run North 13°47'19" West for 62.95 feet to a point on the Southeasterly right of way line of Oxmoor Road; thence to the right with an interior angle of 122°12'11" and run North 44°00'30" East along said Southeasterly right of way line of Oxmoor Road for 19.24 feet; thence to the right with an interior angle of 45°15'30" and run South 1°15'00" East along the East line of said quarter-quarter section for 75.00 feet to the point of beginning.**

**PARCEL III:**

**An easement for a sign or standard on the following described property:**

**Beginning at a concrete monument on the intersection of the East right of way of FA Highway 65 and the South right of way of Oxmoor Road; thence running Southerly along said I-65 right of way a distance of 8.12 feet; thence to the left with an interior angle of 80°00' a distance of 20.41 feet; thence to the left with an interior angle of 70° a distance of 15.61 feet to a point on the right of way of Oxmoor road; thence to the left and running along the right of way of Oxmoor Road a distance of 20.47 feet to the point of beginning; being the same property set out in the "Agreement for Location of Pylon Sign" dated April 26, 1977, by Exxon Corporation, Mead Land Services, Inc. and Thompson Motels, Inc., recorded in Real 1485, page 191, in the Office of the Judge of Probate of Jefferson County, Alabama, which easement was created by the instrument denominated "Easement for Sign or Standard" dated August 29, 1970, by R. D. Thompson, Inc., The Mead Corporation and Thompson Motels, Inc., recorded in Real 666, page 767, in said Probate Office, as modified and amended by said "Agreement for Location of Pylon Sign" recorded in Real 1485, page 191, in said Probate Office.**