


This instrument prepared by:

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40 Court Square E.
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20030109000018380 Pg 1/38 123.00
Shelby Cnty Judge of Probate, AL
01/09/2003 09:33:00 FILED/CERTIFIED

MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY AND CHILTON

KNOW ALL MEN BY THESE PRESENTS:

That whereas, the undersigned, BRIERFIELD LAND & TIMBER, INC. AND SGD TIMBER ACQUISITION, INC., (the "Borrowers" whether one or more) are justly indebted to MULTILAND, INC. ("Lender") in the Principal sum of ONE MILLION DOLLARS (\$1,000,000). as evidenced by a promissory note (the "Note") bearing even date herewith and due and payable as follows:

On December 26th, 2003, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) plus interest then accrued, and

On December 26th, 2004, all remaining sums due.

And whereas the Lender is desirous of securing the principal payment of the principal amount of the Note, together with interest thereon and all other amounts which may become due thereunder and under this Mortgage, and all extensions, renewals, modifications, or refinancing, thereof together with all and any future advances and additional indebtedness of the Borrowers to the Lender now existing or hereafter arising whether joint or several, due or to become due, absolute or contingent, direct or indirect liquidated or unliquidated and any renewals extensions modifications and refinancing thereof and whether incurring of given as maker, endorser, guarantor or otherwise and whether the same be evidenced by note, open account, assignment endorsement, guaranty, pledge or otherwise provided however that if Property (as defined below) included a "dwelling" this Mortgage shall not secure an "open-end credit plan" (as those terms are used in the federal Truth-in Lending Act and the regulations related thereto)

(any and all such future advances and additional indebtedness shall be collectively referred to herein as the "Other Indebtedness").

Now therefore the Borrowers in consideration of the sum above mentioned and to secure the prompt payment of the same together with interest thereon and all other amounts which may become due with respect thereto and all extensions, renewals, modifications, or refinancing thereof, and all and any Other Indebtedness of the Borrowers to the Lender and further to secure the performance of the covenants, conditions, and agreements hereinafter set forth and set forth in the Note and as may be set forth in any other instruments evidencing, securing or given in connection with the Note or the Other Indebtedness have bargained and sold and do hereby grant, bargain, sell and convey unto the Lender the following described property located in Chilton and Shelby Counties in Alabama to wit (hereinafter collectively the "Property"):

(a) All those tracts or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

(c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including, without limitation, all construction contracts, management contracts, leasing contracts, purchase and sale contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and/or sale of all or any part of the Land and Improvements;

(d) 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, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards or damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(e) All standing trees and timber situated on the Land; and

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.

The above subject to current year taxes not yet paid, if any, as well as rights of way, easements, restrictions, or covenants of record, if any, and encroachments or other restrictions that a survey of the property may reflect.

The Borrowers, their heirs, successors and assigns hereby covenant with the Lender that they are seized of an indefeasible estate in fee simple in and to the Property that the Property is free from all liens and encumbrances except as may be set forth above and that they will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the Lender against the lawful claims of all persons whomsoever.

To have and to hold unto the Lender, its successors and assigns, forever.

Provided however, that if the Borrowers shall pay, or cause to be paid the principal amount of the Note together with interest thereon and all other amounts which may become due thereunder and under this Mortgage, and all extensions, renewals, modifications or refinancing thereof, when the same falls due, and also all and any Other Indebtedness of the Borrowers to the Lender and shall keep, preserve and perform all covenants, conditions, and agreements hereinafter set forth and set forth in the Note and as may be set forth in any other documents or instruments evidencing, securing or given

in connection with the North or the Other Indebtedness and if all commitments and agreements by the Lender to make advances or loans, incur obligations, or otherwise give value under or pursuant to any agreement, document, or instrument evidencing, securing, or given in connection with the Note or Other Indebtedness including without limitation, agreements providing for future advances, letters of credit, guaranties and agreements related to indebtedness of others guaranteed or endorsed by the Borrowers have expired and terminated irrevocably and without condition then and in that event only this conveyance is to cease and be void but shall otherwise remain in full force and effect.

Except as otherwise specifically provided herein, should the Borrowers default in the payment of the Note, in whole or in part, or in the payment of any of the Other Indebtedness, in whole or in part, or should the Borrowers at any time sell, convey, or dispose of the Property, or any part thereof, or part with the title of possession of any of the Property, or should the interest of the Lender in the Property become endangered by reason of the enforcement of any prior or junior lien or encumbrance thereon so as to endanger the security hereby given, or should the Borrowers fail to perform any of the covenants, conditions, or agreements on the Note, or in the Mortgage, or in any of the other documents or instruments evidencing, securing or given in connection with the Note or the Other Indebtedness or should any of the Borrowers or any endorser, surety, or guarantor of the Note or the Other Indebtedness file or have filed against any one of them a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law or relief of debtors or seek a general assignment or any other arrangement for the benefit of creditors, or should any of the Borrowers or any endorser, surety, or guarantor of the Note or the Other Indebtedness die or be declared incompetent or become insolvent (however defined) the Lender may at its option declare all indebtedness secured hereby to be immediately due and payable without notice or demand (other than as required by the promissory note secured by this mortgage) and the Lender is hereby authorized and empowered to take possession of the Property to the extent permitted by applicable law and with or without possession sell the same at the courthouse door in such county or counties as may be required at public outcry to the highest bidder after having given notice of the time, place, and terms of said sale together with a description of the property to be sold by publication once a week for three successive weeks prior to such sale in some newspaper published in such county or counties as may be required and upon the payment of the purchase money therefor the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. The proceeds of said sale shall be applied as follows: first to the cost and expenses of making such sale, including reasonable attorney's fees, second to the payment in full of the indebtedness secured hereby and interest thereon, whether the same shall or shall not have fully matured at the date of said sale: and third the balance, if any, to be paid to the Borrower or to whomever appears of record to be the owner of the Property at the time of such sale, after deducting any expense of ascertaining who is owner, or to be paid as otherwise required by law. In the event of a sale of the Property, or any part thereof under the power of sale herein contained the lender may bid for and, if the highest bidder therefor, may purchase the Property, or any part thereof, and in the event of any such purchase by the Lender at such sale the Lender or any person conducting the sale for the Lender is hereby authorized and

empowered to execute to the Lender, its successors and assigns and deed to the property so purchased.

And upon the occurrence of any of the above-described events, the Lender is hereby authorized and empowered to sue for and otherwise collect in its own name all income, rents, royalties, profits, issues, and revenues of the Property and to apply the same and any other money or property in its possession to the payment of the indebtedness secured hereby: and for that purpose the title to any money or other property advanced by the Lender to the Borrowers remains in the Lenders so long as such money or property remains in the Lender's possession.

And upon the occurrence of any of the above-described events the Lender shall, upon bill filed or other proper legal proceeding being commenced be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment of a receiver to take possession of and to operate the Property and to collect the income, rents, royalties, revenues, issues and profits of the Property with power to lease and control the Property and with such other powers as may be deemed necessary and that reasonable attorney's fees shall among other expenses and cost be fixed allowed and paid out of such income, rents, royalties, issues, and profits or out of the proceeds of the sale of the Property.

This Mortgage creates a lien on the personal property covered hereby and this Mortgage constitutes a security agreement under the Alabama Uniform Commercial Code or other law applicable to the creation of liens on personal property. The Borrowers covenant and agree to execute, file, and refile such financing statements, continuation statements, or other documents as Lender shall require from time to time with respect to such personal property. Upon the occurrence of any of the above-described events the Lender shall have all rights and remedies of a secured party under the Alabama Uniform Commercial Code.

In the event that the Lender shall employ an attorney to collect the indebtedness secured hereby, or any portion thereof, or to foreclose this Mortgage by sale under the powers herein contained or by an action at law or other judicial or administrative proceeding, or to exercise any other right or remedy hereunder or under the Note or under any document or instrument evidencing any of the Other Indebtedness, or to protect its interest in the Property whether by suit or otherwise the Borrower shall pay reasonable attorney's fees the same shall become a part of the indebtedness secured hereby and to bear interest at the rate provided in the Note.

The Borrowers shall keep the buildings situated on the Property insured against loss by fire and such other risks as the Lender may require in such amounts as the Lender may require by an insurance company acceptable to the Lender and qualified to do business in the State of Alabama such insurance policy to contain New York standard non-contributory mortgagee clauses in favor of the Lender. In the event the Borrowers fail to keep the Property so insured the Lender may insure the same and the premiums paid shall become a part of the indebtedness secured hereby and shall bear interest at the rate provided in the Note and the lender may declare the indebtedness secured hereby due and

payable and proceed to foreclose the Mortgage and to exercise any other right or remedy hereunder or under the Note or under any document or instrument evidencing any of the Other Indebtedness.

The Lender is hereby authorized to enter upon and inspect the Property and to inspect the Borrowers' and the Borrower's agent's records with respect to the ownership, use, management, and operation of the Property any time during normal business hours. The borrowers shall pay all taxes or other assessments on the Property as the same shall become due and payable, shall keep the Property free of all liens and encumbrances, and shall pay all recording fees and taxes related to this Mortgage. The Borrowers shall keep all improvements situated on the Property in a good state of repair and shall not commit or permit waste of the Property. The borrowers shall promptly comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority effecting the Property or any part thereof.

The borrowers hereby warrant and covenant to and with Lender that none of the Property does or shall contain while the conveyance of this Mortgage remains effective (a) asbestos in any form: (b) urea formaldehyde foam insulation: (c) underground storage tanks, whether in use or not in use: or (d) any other chemical, material, or substance exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health an safety of the occupants of the property or the owners property adjacent thereto. The Borrowers further warrant that (i) all the Property complies in all respects with applicable environmental laws, regulations and court administrative orders and all applicable occupational health and safety laws, rules and regulations: (ii) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions or regulatory requirements: and (iii) there are no areas on the Property where hazardous substances have either been disposed of, released or found. The borrowers shall give immediate oral and written notice to the Lender of their receipt of any notice of a violation of any law, standard rule or regulations covered by this paragraph or of any notice of other claim related to the environmental condition of the Property or of its discovery of any matter which would make the representation, warranties, and/or covenants herein inaccurate or misleading in any respect. The Borrowers hereby agree to indemnify and hold the Lender harmless from all loss, cost, damage, claim and expense incurred by the Lender on account of (i) the violation of any representation, warranty, or covenant set forth in this paragraph, (ii) the Borrowers' failure to perform any obligations of this paragraph (iii) the Borrowers' or the Property's failure to fully comply with all environmental laws, rules, and regulations or with all occupational health and safety laws, rules, and regulations, or (iv) any other matter related to environmental conditions on, under, or affecting the Property. This indemnification shall survive the payment in full of the indebtedness secured hereby, the divestiture of the title passes by this Mortgage the exercise of any right or remedy under this Mortgage any subsequent sale or transfer of the Property and all similar or related events or occurrences.

The Borrowers hereby waive all rights of exemption relating to the Property.

If the Borrowers shall fail to exercise any of the covenants, conditions, and agreements set forth herein the Lender may perform the same and any amounts expended by the Lender in the performance of such covenants, conditions, or agreements shall become a part of the indebtedness secured hereby and shall bear interest at the rate provided in the Note.

No delay or omission of the Lender to exercise any right, power or remedy under this Mortgage, the Note, or any instrument upon any default shall exhaust or impair any such right, power or, remedy or shall by construed to be a waiver of any such default or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies consequent thereon. All rights, powers, and remedies of the Lender herein shall be cumulative and concurrent and shall be in addition to any other right, power, or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or the Note shall be invalid, illegal, or unenforceable in any respect the validity of the remaining terms or provisions shall in no way be affected, prejudiced, or disturbed thereby.

This Mortgage is given under the seal of all parties hereto and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law. The provisions of this Mortgage shall insure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.

By acceptance and recordation hereof, Lender agrees that Borrowers may sell, transfer or convey portions of the Property ("Transfer") and Lender shall release Property from the lien of this Mortgage upon compliance with and performance of the following:

(a) In the event Borrower desires to make a Transfer, Borrower shall first notify Lender in writing as to the specific terms and conditions of the proposed Transfer and the description of the Property subject to such proposed Transfer. The proposed Transfer shall be subject to the approval by Lender; provided, however, Lender shall not withhold approval provided such proposed terms and conditions shall be commercially reasonable. Lender shall provide its written approval or disapproval either verbally or in writing no later than 10 days from the date the terms and conditions of the proposed Transfer are submitted to Lender. Lender's failure to so respond shall be deemed approval of the proposed Transfer. The following delivery instructions shall be utilized for the above communications:

If to Lender: Multiland, Inc.
P.O. Box 1640
Tuscaloosa, AL 35403

If to Borrower: Brierfield Land & Timber, Inc.
P.O. Box 160
Brierfield, AL 35035

and SGD Timber Acquisition, Inc.
#1 Industrial Drive

Brent, AL 35034

(b) Lender shall receive, at the closing of any Transfer, a release fee equal to 1/3 of the gross/total sales price or other consideration paid with respect to such Transfer.

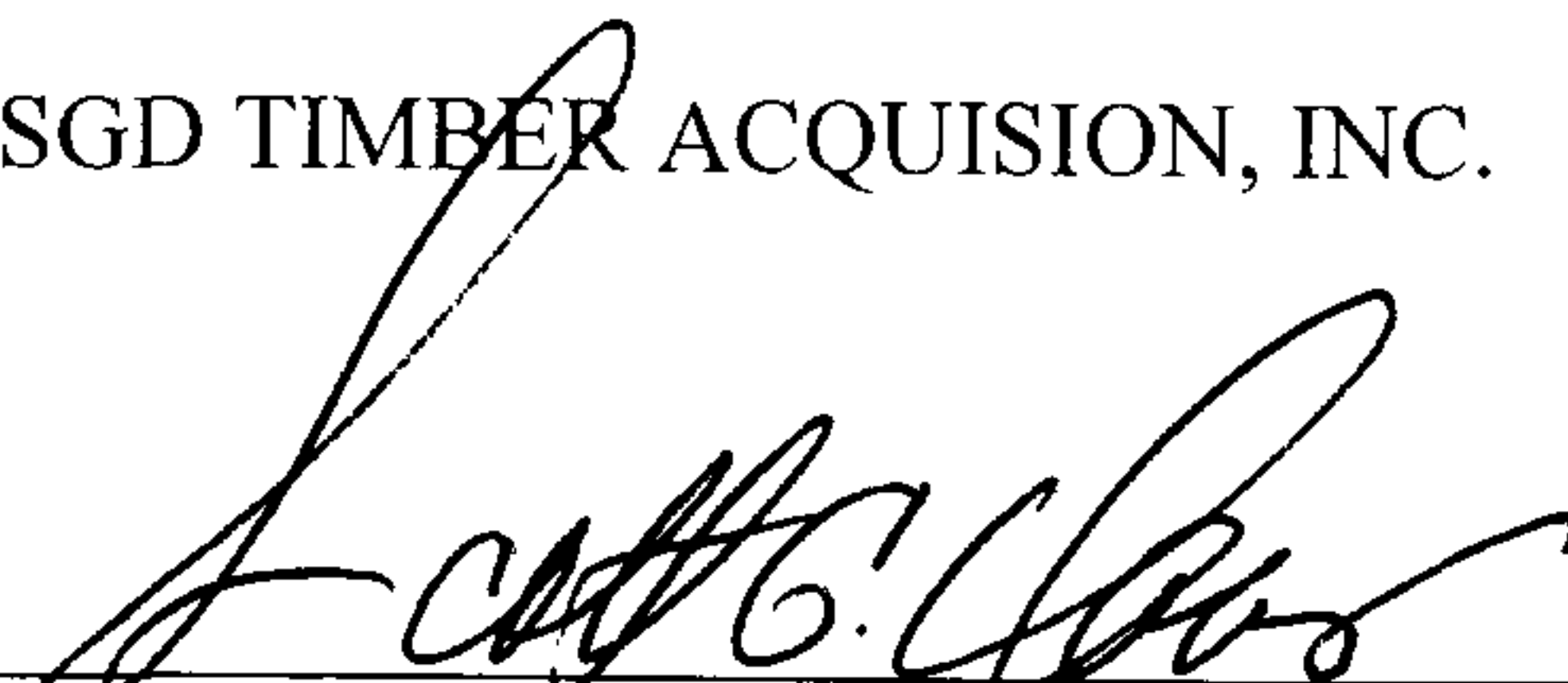
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In Witness Whereof, the Borrowers have hereunto set their hands and seals this the
26th day of DECEMBER, 20 02.

BRIERFIELD LAND & TIMBER, INC.

by  (seal)
 President

SGD TIMBER ACQUISITION, INC.

by  (seal)
 President

State of Alabama

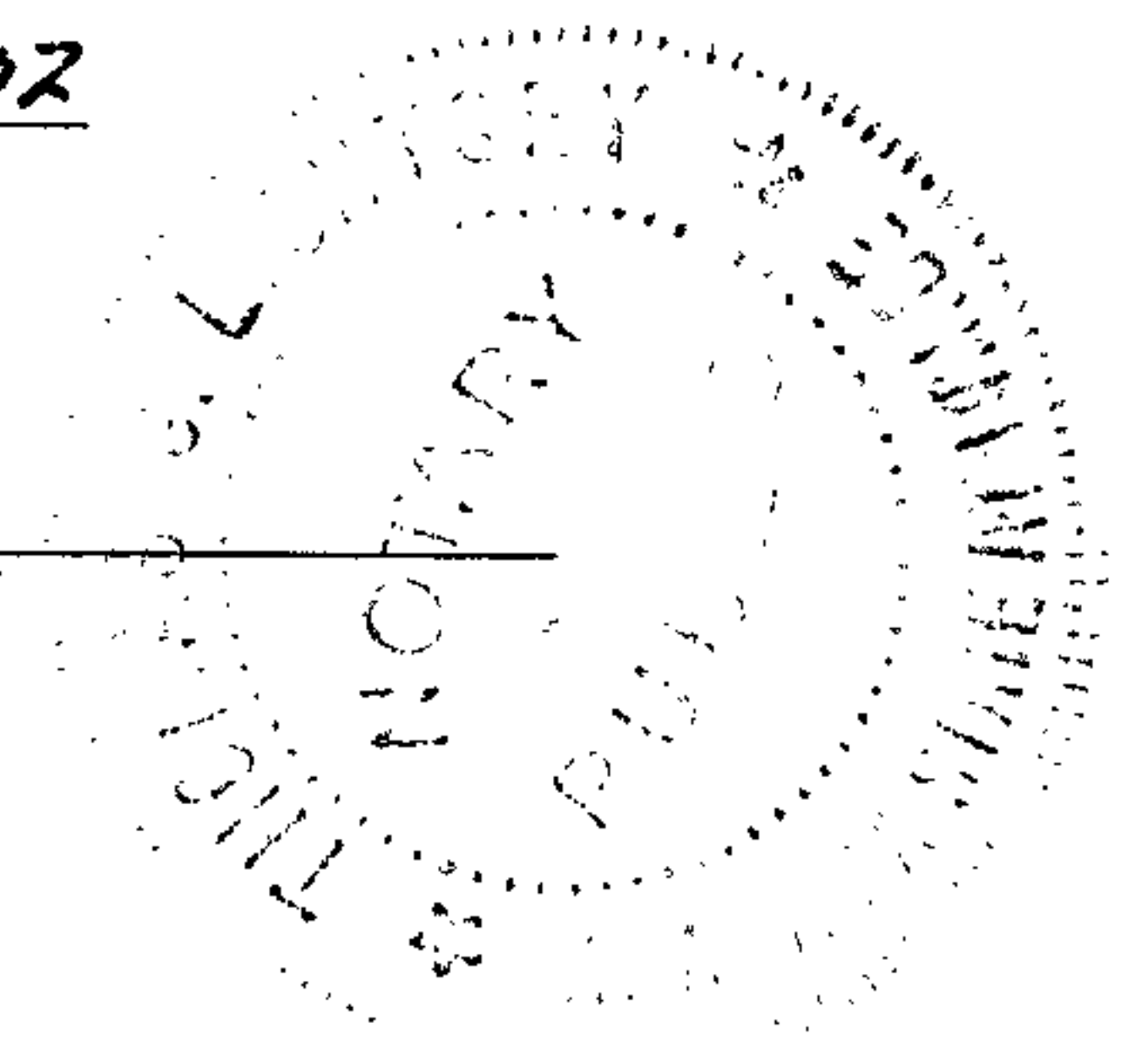
County of BIBB

I, THOMAS G. LIGHTSEY, a Notary Public in and for said County, in said State, hereby certify that KERMIT L. STEPHENS, whose name as President of BRIERFIELD LAND & TIMBER, INC. is signed to the foregoing, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, as such officer and with full authority executed the same on the day same bears date.

Given under my hand and official seal this 26th day of DECEMBER, 20 02


 Notary Public

My commission expires: 6/29/03



State of Alabama

County of BIBB

I, THOMAS G. LIGHTSEY, a Notary Public in and for said County, in said State, hereby certify that Scott G. Davis, whose

name as President of SGD Timber Acquisition, Inc. is signed to the foregoing, and who is known to me, acknowledged before me on this day that being informed of the contents of this conveyance, he, as such officer and with full authority executed the same on the day same bears date.

Given under my hand and official seal this 26th day of DECEMBER, 20 02

Thomas H. Fughtey
Notary Public

My commission expires: 6/29/03

EXHIBIT "A"

Grantors and Grantee acquired certain real property in Shelby County and Chilton County Alabama on or around June 1, 1989, which real property is described in a Statutory Warranty Deed recorded in Chilton County, Alabama Deed Book 050, Page 323 and Shelby County, Alabama Deed Book 240, Page 935. The Grantor and Grantees acquired an additional parcel of real property on or around November 18, 1994, which real property is described in a deed recorded in Shelby County, Alabama as Inst. #1994-34371. It is the purpose and intent of this deed to convey Grantor's undivided one-third (1/3) interest in and to all of such real property described in the above deeds which has not been previously conveyed by Grantor and Grantees prior to the date hereof. It is believed by Grantor that such remaining real property is described on Exhibit "A-1" attached hereto. However, Grantor makes no representations or warranties as to the completeness of such description or that such description accurately reflects the real property that is being hereby conveyed.

Shelby	46%
Chilton	54%

<u>LAND IN CHILTON COUNTY, ALABAMA</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
NE ¼	15	24	14	160
W ½ of NE ¼	36	24	13	80
S ½ of NW ¼	20	24	14	80
NW ¼ of SE ¼; NE ¼ of SW ¼; 20 acres lying on the East side of NW ¼ of SW ¼ described as follows: Beginning at the SE corner of NW ¼ of SW ¼; and running West along said line to the public road right of way; thence due North to line of NW ¼ of SW ¼ and East to corner of last said lands and thence South to place of beginning.	35	24	14	100
SW ¼; NW ¼ of SE ¼; W ½ of NE ¼ of SE ¼; NE ¼ of NE ¼ of SE ¼; NW ¼ of SW ¼ of SE ¼	26	24	13	236
S ½ of NE ¼; N ½ of SE ¼ less a strip of land sold to Chilton County 60 feet wide for highway lying in NW ¼ of SE ¼ and W ½ of NE ¼, and less 6 acres in NE corner of NW ¼ of SE ¼ sold to Cleve Gilliland, as shown in Book 381 at Page 245 and described as follows: Begin at the Northeast corner of the Northwest quarter of the SE ¼ of Section 27, Township 24, Range 13 East, Chilton County, Alabama; thence South 87 degrees West 500.0 feet; thence South 00 degrees 30 minutes East 130.0 feet; thence South 87 degrees West 100.0 feet; thence South 8 degrees East 361.0 feet; thence North 87 degrees 15 minutes East 518.0 feet; thence north 3 degrees 15 minutes East 497.0 feet; to the point of beginning and containing 6.0 acres	27	24	13	139.1
NE ¼ of SW ¼; W ½ of SW ¼	36	24	13	120
NW ¼	22	24	14	160
SW ¼ of SW ¼	24	24	14	40

W ½; SE ¼ of NE ¼; W ½ of NE ¼; S ½ of SE ¼	26	24	14	520
Entire Section	28	24	14	640
Entire Section, less 12.8 acres, more or less, of Section 30 for right of way for Interstate Highway No. 65, conveyed to State of Alabama, by deed dated June 9, 1958	30	24	14	627.2
W ½ of NW ¼	32	24	14	80
N ½ of NE ¼; N ½ of NW ¼	34	24	14	160
E ½; S ½ of NW ¼; SW ¼	36	24	14	560
NE ¼ of SW ¼; W ½ of SE ¼	15	23	15	120
NE ¼ of NE ¼	26	24	14	40
SE ¼ of NE ¼; S ½ of NE ¼ of NE ¼; E ½ of SW ¼ of NE ¼; NW ¼ of SW ¼ of NE ¼; E ½ of NW ¼ of NE ¼; E ½ of SE ¼; SW ¼ of SE ¼; SE ¼ of SW ¼; S ½ of NE ¼ of SW ¼; NW ¼ of NW ¼ of SW ¼; E ½ of SW ¼ of SW ¼; SW ¼ of SW ¼ of SW ¼; NW ¼ of NW ¼ of NE ¼, less 41.7 acres, more or less, of Section 25 which is within the right of way of Interstate Highway No. 65, conveyed to the State of Alabama, by deed dated June 9, 1958	25	24	13	298.3
N ½ of NE ¼, less easement to Alabama Power Company as shown in Book 502 at Page 427	27	24	13	80
SE ¼ of NE ¼; E ½ of SW ¼ of NE ¼; SW ¼ of SW ¼ of NE ¼; NW ¼ of NE ¼ of NW ¼; NW ¼ of NW ¼; NW ¼ of SW ¼ of NW ¼; E ½ of NE ¼ of SW ¼; W ½ of SE ¼ of SW ¼; E ½ of SW ¼ of SW ¼; SE ¼	35	24	13	350
S ½; S ½ of NW ¼	15	24	14	400
NE ¼; E ½ of NW ¼; S ½	17	24	14	560

NE ¼; E ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SE ¼; W ½ of SW ¼	19	24	14	400
SW ¼	20	24	14	160
NE ¼; E ½ of NW ¼; S ½	21	24	14	560
E ½; SW ¼	22	24	14	480
Entire Section	23	24	14	640
N ½; SE ¼; E ½ of SW ¼; NW ¼ of SW ¼	25	24	14	600
Entire Section	27	24	14	640
Entire Section	29	24	14	640
NE ¼ of NE ¼; S ½ of NE ¼; NE ¼ of NW ¼; W ½ of NW ¼; NE ¼ of SE ¼. less 16.9 acres more or less of Section 31 which is within the right of way of Interstate Highway No. 65, conveyed to the State of Alabama. by deed dated June 9, 1958.	31	24	14	263.1
SE ¼ of NE ¼; W ½ of NE ¼; E ½ of SE ¼; E ½ of NW ¼; NW ¼ of NW ¼	35	24	14	320
W ½ of NW ¼; NE ¼ of NW ¼; NE ¼; NE ¼ of SE ¼; W ½ of SW ¼	1	23	14	400
N ½ of NE ¼; S ½ of NW ¼; NE ¼ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼	2	23	14	400
S ½ less N ½ of NW ¼ of SW ¼; S ½ of NE ¼	3	23	14	380
N ½	10	23	14	320
S ½; NE ¼; N ½ of NW ¼; SE ¼ of NW ¼. subject to right of way easement to Alabama Power Company in Book 535 at Page 67	3	23	15	600
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼	5	23	15	600

N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; E ½ less 3 acres, subject to right of way to Chilton County as shown in Book 463 at Page 145

7 23 15 477

Entire Section

9 23 15 640

N ½; E ½ of SE ¼

15 23 15 400

NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; SE ¼; N ½ of SW ¼; SW ¼ of SW ¼, subject to right of way to Chilton County conveyed by deed dated January 25, 1959

31 24 15 560

NW ¼ of SE ¼

26 24 14 40

E ½ of SW ¼; E ½ of SE ¼; SW ¼ of SE ¼

19 24 14 200

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Louis Dale by deed recorded in Book 53, at Page 289 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Begin at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama; thence S 00°37'59"W, 440.0 feet; thence N 89°00'00"W, 1930.24 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N 10°39'02"W, 456.63 feet; thence leaving said R.O.W. S88°47'42"E, 2019.65 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 20.11 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Alvin Dorman and wife, Deborah Lee Dorman by deed recorded in Book 53, at Page 293 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 440.0 feet; to the point of beginning; thence S00°37'59"W, 440.0 feet; thence N89°00'00"W, 1887.76 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N04°52'41"W, 442.32 feet; thence leaving said R.O.W. S89°00'00"E, 1930.24 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 19.3 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Stacey A. Lowery and wife, Irene Lowery by deed recorded in Book 53, at Page 745 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NW corner of Section 2, T-23-N, R-14-E, Chilton County, Alabama and run S89°07'16"E, 1327.22 ft.; thence S00°21'31"E, 940.85 ft. to the South R.O.W. of Halkins Road and being the Point of Beginning; thence continue along said R.O.W. in a curve at a Ch.=S57°39'47"E, 125.5 ft.; thence continue along said R.O.W. S62°23'43"E, 309.5 ft.; thence leaving said R.O.W. S00°21'30"E, 266.03 ft.; thence N71°41'52"W, 400.0 ft.; thence N00°21'31"W, 350.96 ft. to the Point of Beginning. All lying in the NW ¼ of Section 2, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Chadd Parker Construction by deed recorded in Book 53, at Page 931 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N88°50'44"E, 2000.0 ft. to the Point of Beginning; thence continue N88°50'44"E, 1400.0 ft.; thence S03°24'05"E, 712.28 ft. to the North R.O.W. of County Hwy #42 (Union Grove Wilsonville Public Road); thence S86°33'02"W, 954.0 ft.; thence continue along said R.O.W. in a curve at a Ch.=S85°10'10"W, 114.54 ft.; thence continue along said R.O.W. in a curve at a Ch.=S76°19'56"W, 335.8 ft.; thence leaving said R.O.W. N03°24'05"W, 830.67 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald G. Ellison and wife, Pattie Ellison by deed recorded in Book 54, at Page 162 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the SE Corner of Section 2, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1286.98 ft.; thence S89°40'00"W, 942.84 ft. to the Point of Beginning; thence continue S89°40'00"W, 1200.0 ft. to the South R.O.W. of County Hwy. #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. N49°59'36"E, 400.5 ft.; thence continue along said R.O.W. in a curve at a Ch.=N34°26'56"E, 1232.45 ft.; thence leaving said R.O.W. N89°50'25"E, 140.0 ft.; thence S02°31'57"E, 1266.52 ft. to the Point of Beginning. All lying within the SE ¼ of Section 2, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to William C. Burton and Donald Edward Price by deed recorded in Book 54, at Page 233 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the SE Corner of Section 2, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1286.98 ft. to the Point of Beginning; thence S89°40'00"W, 33.8 ft. to the East R.O.W. of Jimmie Ellison Road; thence continue along said R.O.W. in a curve at a Ch.=N32°24'36"W, 370.85 ft.; thence continue along said R.O.W. in a curve at a Ch.=N33°05'41"W, 819.93 ft.; thence continue along said R.O.W. in a curve at a Ch.=N27°45'01"W, 296.52 ft.; thence leaving said R.O.W. N89°50'25"E, 743.2 ft.; thence S03°24'05"E, 1266.52 ft. to the Point of Beginning. All lying within the SE ¼ of Section 2, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 2000.0 ft. to the Point of Beginning; thence continue N03°24'05"W, 553.5 ft.; thence N00°21'26"E, 681.98 ft. to the South R.O.W. of County Hwy #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. in a curve at a Ch.=N58°55'45"E, 253.0 ft. to the South R.O.W. of Jadie Porter Road; thence continue along said R.O.W. in a curve at a Ch.=S51°58'23"E, 460.48 ft.; thence leaving said R.O.W. S03°02'31"E, 1088.88 ft.; thence N89°26'27"W, 608.67 ft. to the Point of Beginning. All lying within the NW ¼ of SW ¼ and the SW ¼ of the NW ¼ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 2000.0 ft.; thence S89°26'27"E, 608.7 ft. to the Point of Beginning; thence N03°02'31"W, 1088.88 ft. to the South R.O.W. of Jadie Porter Road; thence continue along said R.O.W. in a curve at a Ch.=S66°51'47"E, 682.62 ft.; thence leaving said R.O.W. S02°41'10"E, 825.97 ft.; thence N89°26'27"W, 608.67 ft. to the Point of Beginning. All lying within the NW ¼ of SW ¼ and the SW ¼ of the NW ¼ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1000.0 ft. to the Point of Beginning; thence continue N03°24'05"W, 1000.0 ft.; thence S89°26'27"E, 1217.34 ft.; thence S02°41'10"E, 1000.0 ft.; thence N89°24'13"W, 1204.88 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1207.76 ft. to the East R.O.W. of Jimmie Ellison Road and being the Point of Beginning; thence continue N03°24'05"W, 792.24 ft.; thence S89°26'27"E, 1217.34 ft.; thence S02°41'10"E, 1000.0 ft.; thence N89°24'13"W, 1134.83 ft. to the East R.O.W. of Jimmie Ellison Road; thence continue along said R.O.W. in a curve at a Ch.=N21°35'36"W, 223.83 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1000.0 ft. to the Point of Beginning; thence continue N03°24'05"W, 83.42 ft. to the West R.O.W. of Jimmie Ellison Road; thence continue along said R.O.W. in a curve at a Ch.=S20°51'58"E, 89.42 ft.; thence leaving said R.O.W. N89°24'13"W, 26.9 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Begin at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1000.0 ft.; thence S89°24'13"E, 1204.88 ft.; thence S02°41'10"E, 1000.0 ft.; thence N89°21'56"W, 1192.42 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run S89°21'56"E, 281.91 ft. to the East R.O.W. of Jimmie Ellison Road and being the Point of Beginning; thence continue along said R.O.W. in a curve at a Ch.=N13°58'27"W, 493.43 ft.; thence continue along said R.O.W. in a curve at a Ch.=N12°22'15"W, 309.26 ft.; thence continue along said R.O.W. in a curve at a Ch.=N21°19'41"W, 235.87 ft.; thence leaving said R.O.W. S89°24'13"E, 1134.83 ft.; thence S02°41'10"E, 1000.0 ft.; thence N89°21'56"W, 910.52 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Begin at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"E, 1000.0 ft.; thence S89°24'13"E, 26.9 ft. to the West R.O.W. of Jimmie Ellison Road; thence continue along said R.O.W. in a curve at a Ch.=S21°20'E, 250.62 ft.; thence continue along said R.O.W. in a curve at a Ch.=S12°23'43"E, 298.55 ft.; thence continue along said R.O.W. in a curve at a Ch.=S13°24'48"E, 488.87 ft.; thence leaving said R.O.W. N89°21'56"W, 236.25 ft. to the Point of Beginning. All lying within the S ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald Edward Price and wife, Hazel P. Price by deed recorded in Book 54, at Page 238 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NE Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run S00°35'59"E, 1313.06 ft.; thence S89°16'33"W, 3716.88 ft. to the Point of Beginning; thence S02°41'10"E, 989.14 ft. to the North R.O.W. of Jadie Porter Road; thence continue along said R.O.W. in a curve at a Ch.=N60°53'51"W, 1091.23 ft. to the South R.O.W. of County Hwy. #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. in a curve at a Ch.=N60°53'32"E, 782.43 ft.; thence continue along said R.O.W. N62°50'25"E, 249.23 ft.; thence leaving said R.O.W. S01°41'10"E, 37.12 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton

County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald Vinzant and wife, Lawana Vinzant by deed recorded in Book 54. at Page 556 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N88°50'44"E, 3400.0 ft. to the Point of Beginning; thence continue N88°50'44"E, 1618.46 ft.; thence S00°35'59"E, 75.51 ft. to the North R.O.W. of County Hwy #42 (Union Grove Wilsonville Public Road); thence S56°29'23"W, 488.96 ft.; thence continue along said R.O.W. at a Ch.=S72°22'00"W, 1034.47 ft.; thence continue along said R.O.W. S86°33'02"W, 57.12 ft.; thence leaving said R.O.W. N03°24'05"W, 712.28 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald Vinzant and wife, Lawana Vinzant by deed recorded in Book 54. at Page 560 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Begin at the NW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N88°50'44"E, 1000.00 ft.; thence S03°24'05"E, 1297.88 ft. to the North R.O.W. of County Hwy #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. at a Ch.=S60°28'56"W, 1068.67 ft.; thence leaving said R.O.W., N00°21'26"W, 578.16 ft.; thence N06°40'32"W, 1232.18 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald Vinzant and wife, Lawana Vinzant by deed recorded in Book 54. at Page 564 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run N88°50'44"E, 1000.0 ft. to the Point of Beginning; thence continue N88°50'44"E, 1000.0 ft.; thence S03°24'05"E, 830.67 ft. to the North R.O.W. of County Hwy #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. at a Ch.=S 64°37'55"W, 346.82 ft.; thence continue along said R.O.W. S62°50'25"W, 740.33 ft.; thence leaving said R.O.W. N03°24'05"W, 1297.88 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to William C. Burton and Donald Edward Price by deed recorded in Book 54. at Page 862 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the SW Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run North 03°24'05" West, 2000.0 feet; thence continue North 03°24'05" West, 553.5 feet to the Point of Beginning; thence continue North 03°24'05" West 656.37 feet to the South R.O.W. of County Highway #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. in a curve at a Ch.= North 58°13'15" East, 50.81 feet; thence leaving said R.O.W. South 00°21'26" West, 681.98 feet to the Point of Beginning. All lying within the SW ¼ of the NW ¼ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Lowell J. Bonds and wife, Carolyn G. Bonds by deed recorded in Book 55. at Page 728 in the Probate Office of Chilton County, Alabama, and being more particularly described as

follows:

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 3160.00 feet to the Point of Beginning; thence S00°37'59"W, 400.0 feet; thence N89°00'00"W, 2361.82 feet; to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. N14°42'21"E, 458.20 feet; thence leaving said R.O.W. S88°12'33"E, 867.14 feet; thence S87°37'33"E, 1384.04 feet; to the Point of Beginning. All lying within the SE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 22.5 acres more or less.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 2640.00 feet to the Point of Beginning; thence S00°37'59"W, 520.0 feet; thence N87°37'33"W, 1384.04 feet; thence N88°12'33"W, 867.14 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. N14°42'21"E 540.56 feet; thence leaving said R.O.W. S88°01'48"E, 198.95 feet; thence S01°13'41"W, 137.24 feet; thence S02°13'09"E, 359.92 feet; thence S88°12'33" East, 520.86 feet; thence N07°52'55" East, 497.2 feet; thence S87°24'10"E 1320.83 feet to the Point of Beginning. All lying within the SE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 19.9 acres, more or less.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 2200.0 feet to the Point of Beginning; thence S00°37'59"W, 440.0 feet; thence N87°24'10"W, 1320.83 feet; thence N88°01'48"W, 799.09 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N14°38'47"E, 400.97 feet; thence leaving said R.O.W. S89°00'00"E, 2021.87 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 19.6 acres, more or less.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 1760.0 feet to the Point of Beginning; thence S00°37'59"W, 440.0 feet; thence N89°00'00"W, 2021.87 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N12°03'58"E, 448.33 feet; thence leaving said R.O.W. S89°00'00"E, 1933.00 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 20.0 acres, more or less.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 1320.0 feet; to the Point of Beginning; thence S00°37'59"W, 440.0 feet; thence N89°00'00"W, 1933.00 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N06°23'09" E, 441.94 feet; thence leaving said R.O.W. S89°00'00"E, 1888.70 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama, and containing 19.3 acres, more or less.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run S00°37'59"W, 880.0 feet; to the Point of Beginning; thence S00°37'59"W, 440.00 feet; thence N89°00'00"W, 1888.70 feet to the East R.O.W. of U.S. Highway #31; thence continue along said R.O.W. at a Ch.=N00°45'20"E, 440.00 feet; thence leaving said R.O.W. S89°00'00"E, 1887.76 feet to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama, and containing 19.1 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to Herbie Burks by deed recorded in Book 55, at Page 903 in the Probate

Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NE Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run S00°35'59"E, 2626.12 ft.; thence S89°43'03"W, 1223.37 ft. to the Point of Beginning; thence continue S89°43'03"W, 611.68 ft.; thence N01°37'31"W, 1814.93 ft. to the South R.O.W. of County Hwy. #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. N86°33'02"E, 344.40 ft.; thence continue along said R.O.W. in a curve at a Ch.=N82°53'36"E, 279.64 ft.; thence leaving said R.O.W. S01°17'07"E, 1867.0 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama.

Commence at the NW Corner of the SE ¼ of the SE ¼ of Section 1, Township 23 North, Range 14 East, in Chilton County, Alabama; thence run northerly a distance of 3,250 feet, more or less, along the west boundary line of the E ½ of the E ½ of the said Section 1 a distance of 3,250 feet, more or less, to the south right of way of the Union Grove Wilsonville Public Road; thence run northeasterly along the said right of way of said public road to a point on the east boundary line of the W ½ of the NE ¼ of the NE ¼ of said Section 1; thence run southerly a distance of 3,530 feet, more or less, along the east boundary line of the W ½ of the E ½ of the E ½ to a point located on the northern boundary of the SE ¼ of the SE ¼ of the said Section 1; thence run 660 feet, more or less, westerly along said north boundary of the SE ¼ of the said SE ¼ a distance of 660 feet, more or less, to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Herbie Burkes by deed recorded in Book 55, at Page 907 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Lay Lake Realty, Inc. by deed recorded in Book 56, at Page 216 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the SE Corner of Section 35, T-24-N, R-14-E, Chilton County, Alabama and run N02°40'59"W, 2968.52 ft.; to the Point of Beginning; thence N74°43'13"W, 657.57 ft. to the East R.O.W. of a Paved County Road; thence continue along said R.O.W. in a curve at a Ch.=N22°01'50"E, 660.56 ft.; thence continue along said R.O.W. in a curve at a Ch.=N36°50'44"E, 391.18 ft.; thence leaving said R.O.W. N89°55'26"E, 100.49 ft.; thence S02°40'59"E, 1100.0 ft. to the Point of Beginning. All lying within the SE ¼ of the NE ¼ of Section 35, T-24-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to James E. Brasher by deed recorded in Book 57, at Page 464 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Begin at the SW Corner of the SW ¼ of the SE ¼ of Section 31, T-24-N, R-15-E. and run east along the south line thereof 2526.69 feet to a Point in the center of a 100 foot Alabama Power Company Right of Way; thence 143°23'12" left and run northwesterly along said R/W 2767.73 feet to the Southeasterly Right of Way of Alabama State Highway No. 145; thence 80°45'42" left to the tangent of a curve to the left on said R/W and run along the arc (R=3584.66) 760.33 feet; thence continue along said R/W 111.53 feet to a Point on the west line of the SE ¼ of Section 31; thence 15°12'13" left and run south along said west line 836.02 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Van Marcus and wife, Diane P. Marcus by deed recorded in Book 58, at Page 154 in the Probate Office of Chilton County, Alabama, and being more particularly described as

follows: Commence at the NE Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run S00°35'59"E, 2626.12 ft.; thence S89°43'03"W, 1,835.05 ft. to the Point of Beginning; thence continue S89°43'03"W, 493.10 ft. to the north R.O.W. of Jadie Porter Road; thence continue along said R.O.W. in a curve at a Ch.=N43°29'39"W, 178.85 ft.; thence leaving said R.O.W. N01°58'51"W, 749.59 ft.; thence N89°42'15"E, 617.15 ft.; thence S01°37'31"E, 880.0 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama. LESS AND EXCEPT All of that property located NW of a fence located in the NW corner of described property, containing .10 acres, more or less; and all of that property located SE of fence located in the SE corner of described property, containing .97 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to James W. Martin and wife, Sandra J. Martin by deed recorded in Book 58, at Page 818 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the SE Corner of Section 2, T-23-N, R-14-E, Chilton County, Alabama and run N03°24'05"W, 1286.98 ft.; thence S89°40'00"W, 90.53 ft. to the west R.O.W. of Jimmie Ellison Road and being the Point of Beginning; thence continue S89°40'00"W, 852.31 ft.; thence N02°31'57"W, 1266.52 ft.; thence N89°50'25"E, 134.63 ft. to the West R.O.W. of Jimmie Ellison Road; thence continue along said R.O.W. in a curve at a Ch.=S28°21'42"E, 303.73 ft.; thence continue along said R.O.W. in a curve at a Ch.=S32°49'19"E, 839.05 ft.; thence continue along said R.O.W. in a curve at a Ch.=S32°42'10"E, 344.83 ft. to the Point of Beginning. All lying within the SE ¼ of Section 2, T-23-N, R-14-E, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Ronnie K. Price by deed recorded in Book 61, at Page 150 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Ronnie K. Price by deed recorded in Book 61, at Page 153 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Commence at the NE Corner of Section 1, T-23-N, R-14-E, Chilton County, Alabama and run S00°35'59"E, 1313.06 ft.; thence S89°16'33"W, 2477.92 ft. to the Point of Beginning; thence continue S89°16'33"W, 1238.96 ft.; thence N02°41'10"W, 37.12 feet to the South R.O.W. of County Hwy. #42 (Union Grove Wilsonville Public Road); thence continue along said R.O.W. N62°50'25"E, 505.82 ft.; thence continue along said R.O.W. in a curve at a Ch.=N73°11'38"E, 808.27 ft.; thence leaving said R.O.W. S01°58'51"E, 486.3 ft. to the Point of Beginning. All lying within the N ½ of Section 1, T-23-N, R-14-E, Chilton County, Alabama. LESS AND EXCEPT that portion of the above described property located south of a fence which runs through the above-described property and containing 5.6 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to Thomas J. Bracken, Jr. and Robert L. Gibson by deed recorded in Book 65, at Page 798 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: All that portion of the following described real estate situated in Chilton County, Alabama, located west of U.S. Highway No. 31:

Commence at the NE corner of Section 27, T 24 N, R 13 E, Chilton County, Alabama and run along a painted line S88°47'42"E, 2188.20 feet to the Point of Beginning being on the west R.O.W. of U.S. Highway 31; thence continuing S88°47'42"E, 59.7 feet to a point on the East R.O.W. of the L & N

Railroad; thence Southwesterly along said R.O.W. 400.0 feet more or less to its intersection with a South Line running off of the iron bolt on the Section Line stated above; thence Southward along said line 2540.0 feet more or less to the North R.O.W. of a County Road; thence Easterly along said County Road R.O.W. 80.0 feet more or less to the west R.O.W. of U.S. Highway 31; thence Northerly along said R.O.W. 2910.5 feet more or less to the Point of Beginning: All lying within the East ½ of Section 27, T 24 N, R 13 E, Chilton County, Alabama and containing 18.7 acres, more or less, and excludes any Railroad Right of Way, County Road Right of Way or U.S Highway Right of Way.

Commence at the NE Corner of Section 27, T 24 N, R 13 E, Chilton County, Alabama and run S88°47'42"E, 2188.20 feet to the West R.O.W. of U.S. Highway 31; thence Southerly along said R.O.W. 2970.5 feet more or less to the Point of Intersection of said R.O.W. with the South R.O.W. of a County Road; thence continuing along said U.S. Highway 31 R.O.W. in a Southerly direction 250.0 feet more or less to its intersection with the Southern Line off of the iron bolt on the Section Line above; thence Northerly along said line off of said Iron Bolt, 250.0 feet more or less to the South R.O.W. of said County Road; thence 70.0 feet more or less along said County Road Right of Way to the Point of Beginning: All lying within the SE ¼ of Section 27, T 24 N, R 13 E, Chilton County, Alabama and containing 0.15 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to Thomas J. Bracken, Jr. and Robert L. Gibson by deed recorded in Book 65, at Page 802 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: All that portion of the following described real estate situated in Chilton County, Alabama, located west of U.S. Highway No. 31:

Commence at the NE corner of Section 27, T 24 N, R 13 E, Chilton County, Alabama and run N88°47'42"W, 2188.20 ft., along the North Section Line to a point on the West R.O.W. of U.S. Highway #31 and being the Point of Beginning; thence continue along said Section Line N88°47'42"W, 59.7 ft. to the East R.O.W. of the Louisville & Nashville Railroad; thence following said R.O.W. in a Southerly direction, 3050.0 ft. more or less; thence leaving said R.O.W. S00°42'55"W, 230.29 ft. to the North R.O.W. of a County Road; thence continue along said R.O.W. at a Ch.=S77°05'23"E, 280.54 ft. to a point on the west R.O.W. of U.S. Highway #31; thence continue along said R.O.W. N14°42'21"E, 734.5 ft.; thence continue along said R.O.W. in a Northerly direction 2176.0 ft. more or less to the Point of Beginning. All lying within the E ½ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 21.6 acres more or less. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Commence at the NE corner of Section 27, T 24 N, R 13 E, Chilton County, Alabama and run along a painted line S88°47'42"E, 2188.20 feet to the Point of Beginning being on the west R.O.W. of U.S. Highway 31; thence continuing S88°47'42"E, 59.7 feet to a point on the East R.O.W. of the L & N Railroad; thence Southwesterly along said R.O.W. 400.0 feet more or less to its intersection with a South Line running off of the iron bolt on the Section Line sated above; thence Southward along said line 2540.0 feet more or less to the North R.O.W. of a County Road; thence Easterly along said County Road R.O.W. 80.0 feet more or less to the West R.O.W. of U.S. Highway 31; thence Northerly along said R.O.W. 2910.5 feet more or less to the Point of Beginning. All lying within the East ½ of Section 27, T 24 N, R 13 E, Chilton County, Alabama, and containing 18.7 acres, more or less, and excludes any Railroad right of Way, County Road Right of Way, or U.S. Highway Right of way.

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run N88°47'42"W, 2363.32 ft. along the North Section line to the Point of Beginning; thence continue along said Section line N88°47'42"W, 52.12 ft.; thence S00°44'03"W, 89.15 ft., to a point on the west RO.W. of

the Louisville & Nashville Railroad; thence continue along said R.O.W. at a Ch.=N31°09'43"E, 102.9 ft. to the Point of Beginning. All lying within the NE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 0.053 acres more or less

Commence at the NE corner of Section 27, T-24-N, R-13-E, Chilton County, Alabama and run N88°47'42"W along the North section line, 2625.05 ft.; thence leaving said Section Line S00°42'55"W, 2894.76 ft. to the South R.O.W. of a County Road and being the Point of Beginning; thence continue S00°42'55"W, 1094.56 ft. to a point on the west R.O.W. of U.S. Highway #31; thence continue along said R.O.W. N14°42'21"E, 1073.54 ft. to the South R.O. W. of a County Road; thence continue along said R.O.W. at a Ch.=N77°46'15"W, 264.87 ft. to the Point of Beginning. All lying within the SE ¼ of Section 27, T-24-N, R-13-E, Chilton County, Alabama and containing 3.3 acres more or less. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Commence at the NE corner of Section 27, T 24 N, R 13 E, Chilton County, Alabama and run S88°47'42"E. 2188.20 feet to the West R.O.W. of U.S. Highway 31; thence Southerly along said R.O.W. 2970.5 feet more or less to the Point of Intersection of said R.O.W. with the South R.O.W. of a County Road; thence continuing along said U.S. Highway 31 R.O.W. in a Southerly direction 250.0 feet more or less to its intersection with the Southern Line off of the iron bolt on the Section Line above; thence Northerly along said line off of said Iron Bolt, 250.0 feet more or less to the South R.O.W. of said County Road; thence 70.0 feet more or less along said County Road Right of Way to the Point of Beginning: All lying within the SE ¼ of Section 27. T 24 N, R 13 E, Chilton County, Alabama and containing 0.15 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Wallace E. Glasscock by deed recorded in Book 66, at Page 518 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

A part of the NE ¼ of NE ¼ of the SE ¼ of the NE ¼ of Section 10, Township 23 North, Range 14 East, Chilton County, Alabama, more particularly described as follows: begin at the NE corner of said NE ¼ of NE ¼, said corner being established and agreed on by Case #CV-86-152. Dated May 8, 1990. Chilton County, Alabama, and run in a southerly direction along the East line of the Northeast ¼ of said Section 10 for a distance of 1849.66 feet, more or less, to a point on the NW right of way line of Highway #42; thence turn right an angle of 59°-21'-30" in a Southwesterly direction a distance of 150.92 feet; thence turn right an angle of 76°-32' in a Northwesterly direction a distance of 163.4 feet; thence turn right an angle of 6°-56' in a Northwesterly direction a distance of 153.5 feet; thence turn left an angle of 15°-36' in a Northwesterly direction a distance of 90.4 feet; thence turn left an angle of 15°-44' in a Northwesterly direction for a distance of 195.70 feet; thence turn right an angle of 10°-30' in a Northwesterly direction a distance of 69.0 feet; thence turn right an angle of 18°-22'-30" in a Northwesterly direction a distance of 91.6 feet, more or less, to a point on the South boundary line of the said NE ¼ of NE ¼; thence turn right an angle of 124°-41' in an Easterly direction along a line parallel to the North boundary line of said NE ¼ of NE ¼ a distance of 577.32 feet; thence turn left an angle of 81°-58' in a Northerly direction a distance of 1401.76 feet to a point on the North boundary line of said NE ¼ of NE ¼ thence turn right an angle of 98°-02' in an Easterly direction and along said North line of NE ¼ of NE ¼ a distance of 57.0 feet, more or less, to the point of beginning. Containing 7.62 acres, more or less.

A part of the SE ¼ of the NE ¼ of Section 10, Township 23 North, Range 14 East, Chilton County, Alabama, more particularly described as follows: Begin at the SE corner of said SE ¼ of NE ¼ and run in a northerly direction along the east boundary line thereof a distance, of 849.6 feet, more or less, to a point in the centerline of County Road; thence turn left an angle of 120°-38'-30" in a southwesterly direction and along the centerline of said road a distance of 193.8 feet; thence turn left an angle of 2°-26'

in a southwesterly direction a distance of 100.0 feet; thence turn left an angle of 7°-08' in a southwesterly direction and along the centerline of said road a distance of 100.0 feet; thence turn left an angle 7°-53' in a southwesterly direction and along the centerline of said road a distance of 100.0 feet; thence turn left an angle of 8°-25' in a southwesterly direction and along the centerline of said road a distance of 100.0 feet; thence turn left an angle of 7°-47' in a southwesterly direction along the centerline of said road a distance of 100.0 feet; thence turn left an angle of 8°-23' in a southwesterly direction along the centerline of said road a distance of 100.0 feet; thence turn left an angle of 2°-56' in a southwesterly direction along the centerline of said road a distance of 300.0 feet, more or less, to a point on the South boundary line of said SE ¼ of the NE ¼; thence run in an easterly direction and along the South boundary line of the SE ¼ of NE ¼ a distance of 633.7 feet, more or less, to the point of beginning; less and except that part being in County Road. Containing 7.66 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Jerry Benson and Sara Benson by deed recorded in Book 73, at Page 956 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to New Hope Baptist Church by deed recorded in Book 74, at Page 758 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Jerry E. Benson and Sara R. Benson by deed recorded in Book 75, at Page 471 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The NE ¼ of the NE ¼ of Section 2, Township 23 North, Range 14 East, and the following described real property situated in Chilton County, Alabama Section 35, Township 24 North, Range 14 East:

- (a) the E ½ of the SE ¼;
- (b) the NW ¼ of the SE ¼;
- (c) the NE ¼ of the SW ¼;
- (d) the SE ¼ of the NW ¼;
- (e) the SW ¼ of the NE ¼;
- (f) 15 acres, more or less, lying on the East side of the NW ¼ of the SW ¼;
- (g) the SE ¼ of the NE ¼, less and except the following: Commence at the SE corner of Section 35, Township 24 North, Range 14 East, Chilton County, Alabama and run N 02 degrees 40'59" W. 2968.52 feet; to the Point of Beginning; thence N 74 degrees 43'13" W. 657.57 feet to the East R.O.W. of a Paved County Road; thence continue along said R.O.W. in a curve at a Ch.-N22 degrees 01'50" E. 660.56 feet; thence continue along said R.O.W. in a curve at a Ch.-N 36 degrees 50'44" E, 391.18 feet; thence leaving said R.O.W. N89 degrees 55' 26" E. 100.49 feet; thence S02 degrees 40'59" E, 1100.00 feet to the Point of Beginning. All lying within the SE ¼ of the NE ¼ of Section 35, Township 24 North, Range 14 East, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Donald Vinzant and Lawana Vinzant by deed recorded in Book 75, at Page 634 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

The S ½ of the SW ¼ and the S ½ of the SE ¼ in Section 36, Township 24 North, Range 14 East.

The SW ¼ of the SW ¼ of Section 31, Township 24 North, Range 15 East.

The above property containing 198 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Jamie D. Ray and wife, Christy C. Ray by deed recorded in Book 75, at Page 762 and corrected in Book 90, at Page 684 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Thomas Cox by deed recorded in Book 82, at Page 954 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 23 North, Range 14 East, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Charles Moore and wife, Barbara Moore by deed recorded in Book 89, at Page 617 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Brierfield Land & Timber, Inc. by deed recorded in Book 93, at Page 103 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Section 5, Township 23, Range 15, LESS AND EXCEPT the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Fred Wayne Horton by deed recorded in Book 108, at Page 117 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Begin at the SW corner of the SW $\frac{1}{4}$ of Section 9, T-24-N, R-14-E, and run east along the south line thereof 1896.28 feet to the west line of a 60' (Gravel) road right of way: thence 49°46'55" right and run southerly along said right of way 151.95 feet to a yellow painted line: thence 133°32'51" right and run 1997.77 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Layton Lenoir and wife, Peggy Sue Lenoir and Bobby Harrison and wife, Glenda Harrison by deed recorded in Book 139, at Page 645 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Lowell J. Bonds and wife, Carolyn Bonds by deed recorded in Book 147, at Page 660 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Stephen E. Cain by deed recorded in Book 148, at Page 194 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: A parcel of land described as follows: Beginning at the NW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25, Township 24 North, Range 14 East, thence run E 838 feet to the right of way of County Road 173, thence run S along said right of way for 66 feet: thence run W 838 feet: thence run 66 feet N along said line to the point of beginning, containing 1.27 acres, more or less, located in Section 25, Township 24 North, Range 14 East, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Chilton Baptist Association by deed recorded in Book 188, at Page 711 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Randall H. Goggans by deed recorded in Book 201, at Page 795 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Randall H. Goggans by deed recorded in Book 214, at Page 38 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 31, Township 24 North, Range 14 East, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Cahaba Treated Forest Products, Inc. by deed recorded in Book 79, at Page 115 and re-recorded in Book 86, at Page 117 and corrected in Book 87, at Page 138 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: All of Section 15, Township 23 North, Range 15 East, LESS AND EXCEPT South $\frac{1}{2}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Annice Hope by deed recorded in Book 82, at Page 627 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Kenneth D. McGehee and wife, Catherine McGehee by deed recorded in Book 86, at Page 307 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Shade Y Dorminey, Jr. and wife, Lucille Dorminey by deed recorded in Book 88, at Page 688 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Bennie Lee Ellison and wife, Annie G. Ellison by deed recorded in Book 88, at Page 714 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The NE $\frac{1}{4}$ of Section 7, Township 23 North, Range 15 East, containing 147.80 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Clinton D. Morris and wife, Jo Ann Morris by deed recorded in Book 88, at Page 730 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Mahlon Felkins, Jr. and wife, Brenda Leigh Felkins by deed recorded in Book 88, at Page 828 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Sidney S. Godbee, III by deed recorded in Book 88, at Page 833 in the

Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Bobby Lewis by deed recorded in Book 88, at Page 838 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Keith Minor and wife, Michelle Minor by deed recorded in Book 88, at Page 844 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Marshall C. Glass by deed recorded in Book 88, at Page 850 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Jerry Houston McDaniel by deed recorded in Book 89, at Page 496 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Billy J. Shaw and wife, Joyce Shaw by deed recorded in Book 89, at Page 549 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Lowell Bonds and wife, Carolyn G. Bonds by deed recorded in Book 92, at Page 113 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East. The SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 24 North, Range 13 East. The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 24 North, Range 13 East.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Jerry Houston McDaniel by deed recorded in Book 92, at Page 258 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Duane Morgan and wife, Liz C. Morgan by deed recorded in Book 93, at Page 37 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

The East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 36, Township 24 North, Range 13 East.

The West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 36, Township 24 North, Range 13 East.

The East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of Section 35, Township 24 North, Range 13 East lying South of a public road.

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of Section 35, Township 24 North, Range 13 East, lying South

of a public road.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Brierfield Land & Timber, Inc. by deed recorded in Book 93, at Page 103 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: Section 5, Township 23, Range 15, LESS AND EXCEPT the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Plamor Investments, Inc., et al by deed recorded in Book 93, at Page 111 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: All of Section 3, Township 23 North, Range 15 East, Less and except SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Chilton County, Alabama. Less and except that part of subject property included in Book 535 Page 67 along with release of damages and other rights granted to Alabama Power Company.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Thomas Brackin by deed recorded in Book 93, at Page 183 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the East $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East, being situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Thomas Brackin and Tommy J. Brackin by deed recorded in Book 93, at Page 187 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East. Less and except the Northwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and Less and except that part lying North of the public road and Less and except the East 50 feet: being situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Robert Hall and wife, Mary Julia Hall by deed recorded in Book 93, at Page 250 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Alvin T. Hicks and wife, Nancy J. Hicks by deed recorded in Book 93, at Page 254 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Colyn Bradley and wife, Betty O. Bradley by deed recorded in Book 93, at Page 258 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Monty Bryant and wife, Gwen K. Bryant by deed recorded in Book 93, at Page 262 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 24 North, Range 13 East:

being situated in Chilton County, Alabama.

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 24 North, Range 13 East; being situated in Chilton County, Alabama.

Excepted from this conveyance is any portion of the subject property which may lie within any public road or any other right of way.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Cynthia D. Lewis by deed recorded in Book 93, at Page 439 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 24 North, Range 13 East. Less and Except that part in the public road. Situated in Chilton County, Alabama.

Begin at the Northeast Corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East; thence run west along the north line of the South $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ 1980 feet more or less to the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence run south along the west line of said $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ 50 feet more or less to its intersection with the centerline of a public road; thence run Southeasterly along the centerline of said public road 1400 feet to a point; thence run Northeasterly 1431 feet more or less to the Point of beginning; being situated in Chilton County, Alabama.

Excepted from this conveyance is any portion of the subject property which may lie within any public road or any other right of way.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to D. K. Conway by deed recorded in Book 93, at Page 586 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The South 525 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 24 North, Range 14 East, lying West of a public road; being situated in Chilton County, Alabama. Excepted from this conveyance is any portion of the subject property which may lie within any public road or any other right of way.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Larry F. Wright by deed recorded in Book 94, at Page 548 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to James Bowe by deed recorded in Book 94, at Page 552 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Tommy J. Brackin and wife, Gina. Brackin by deed recorded in Book 98, at Page 196 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The West $\frac{1}{2}$ of the Southeast $\frac{1}{2}$ of Section 35, Township 24 North, Range 13 East. ALSO the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East. ALSO the East 50 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 35, Township 24 North, Range 13 East, lying South of a public road, being situated in Chilton County, Alabama. Excepted from this conveyance

is any portion of subject property which may lie within any public road or any other right of way.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Erwin Horton by deed recorded in Book 115, at Page 28 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Wayne Horton by deed recorded in Book 121, at Page 635 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The NE $\frac{1}{4}$; South $\frac{1}{2}$ of NW $\frac{1}{4}$ and South $\frac{1}{2}$ of Section 15, Township 24 North, Range 14 East; being situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Erwin Horton by deed recorded in Book 121, at Page 708 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows:

All of Section 21, Township 24 North, Range 14 East, LESS AND EXCEPT the W $\frac{1}{2}$ of NW $\frac{1}{4}$;

All of Section 22, Township 24 North, Range 14 East:

All of Section 23, Township 24 North, Range 14 East:

SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, Township 24 North, Range 14 East;

All being situated in Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Billy Shaw by deed recorded in Book 126, at Page 226 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Kathryn W. Miree and husband, Ben K. Miree by deed recorded in Book 220, at Page 835 in the Probate Office of Chilton County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Thomas Cox by deed recorded in Book 82, at Page 954 in the Probate Office of Chilton County, Alabama, and being more particularly described as follows: The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 23 North, Range 14 East, Chilton County, Alabama.

<u>LAND IN SHELBY COUNTY, ALABAMA</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>	<u>ACRES</u>
SE $\frac{1}{4}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SE $\frac{1}{4}$	7	24	14	120
SW $\frac{1}{4}$ of SE $\frac{1}{4}$; SE $\frac{1}{4}$ of SW $\frac{1}{4}$; NW $\frac{1}{4}$ of SW $\frac{1}{4}$	7	24	14	120

North 18 acres of SW ¼ of SW ¼	7	24	14	18
NE ¼; NW ¼; NE ¼ of SE ¼; SE ¼ of SW ¼	9	24	14	400
W ½ of SW ¼	9	24	14	80
SW ¼	8	24	14	159
E ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼	10	24	14	160
S ½; S ½ of N ½; NE ¼ of NE ¼; except 34.01 acres, more or less, within the right of way of Interstate Highway No. 65. conveyed to State of Alabama by deed dated December 15, 1958 and recorded in Book 198 at Page 7, Shelby County. Said excepted part being located in W ½ of SW ¼ of SW ¼ of NW ¼	1	24	13	485.99
NE ¼	12	24	13	160
SE ¼	5	24	14	160
W ½ of W ½; NE ¼ of SW ¼	6	24	14	200
NW ¼ of NW ¼	7	24	14	40
NW ¼ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼	8	24	14	160
SW ¼ of NE ¼	6	24	15	40
SW ¼ of NE ¼; SE ¼ of NW ¼; subject to easement to Town of Calera as shown in deed Book 161 at Page 292, and subject to highway right of way to Shelby County, as shown in Deed Book 234 at Page 624	23	22	2W	80
NW ¼ of NE ¼; SW ¼ of NE ¼; all that part of the NW ¼ of SE ¼ lying East of Waxahatchie Creek	3	22	1W	130
NW ¼ of SE ¼ which lies West of Wally Watson Public Road	6	24	14E	

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Roger Smith Patrick and wife, Shelby H. Patrick by deed recorded in Book 257, at Page 494 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: A part of the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 23, Township 22 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Begin at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama and run thence westerly along the south line of the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$ of said Section 23 a distance of 1,681.13' to a point on the south right of way line of the L & N Railroad right of way, thence turn a deflection angle of 146° 41' 55" to the right and run northeasterly along said right of way line a distance of 51.70' to the P.C. of a curve to the left having a central angle of 14° 45' 00" and a radius of 2,279.48', thence continue along the arc of said curve an arc distance of 586.82' to the P.T. of said curve, thence continue along said right of way line a distance of 450.00' to the P.C. of a curve to the right having a central angle of 19° 00' 00" and a radius of 1,135.00', thence continue along the arc of said curve an arc distance of 376.38' to the P.T. of said curve, thence continue along said right of way line a tangent distance of 661.72' to a point on the East line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 23, thence turn a deflection angle of 118° 02' 21" to the right and run southerly along the east line of said quarter-quarter section a distance of 1,295.21' to the point of beginning, less and except that part of the right of way of Shelby County Road No. 301 that lies within just described property, containing 26.1 acres and subject to all agreements, easements, rights of way, restrictions, limitations and/or prohibitions of record or applicable law. NOTE: There is an encroachment by a private driveway upon this parcel.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Charles Scott by deed recorded in Book 258, at Page 189 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: A part of the SE $\frac{1}{4}$ -NW $\frac{1}{4}$, Section 23, Township 22 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Begin at the northwest corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama and run thence southerly along the west line of said quarter-quarter section a distance of 1,315.03' to the southwest corner of said quarter-quarter section, thence turn a deflection angle of 88° 10' 08" to the left and run easterly along the south line of said quarter-quarter section a distance of 756.31' to a point on the northwesterly right of way line of L & N Railroad right of way, thence turn a deflection angle of 33° 18' 05" left to chord and run northeasterly along said right of way line a chord distance of 390.61' to a point on the intersection of said railroad right of way and the south line of Shelby County Road No. 301, thence turn a deflection angle of 137° 31' 26" to the left from chord and run northwesterly along the south right of way line of said Road No. 301 and across Shelby County Road No. 306, a distance of 292.10' to a point on the northerly right of way line of said Shelby County Road No. 306, thence turn a deflection angle of 78° 50' 39" right and run northerly a distance of 1,053.98' to a point on the north line of the southeast quarter of the northwest quarter of said Section 23, thence turn a deflection angle of 88° 01' 15" left and run westerly along said north line of said quarter-quarter section a distance of 800.00' to the point of beginning, less and except the right of way of Shelby County Road No. 306 that lies within just described property, containing 23.2 acres and subject to all agreements, easements, rights of way, restrictions, limitations and/or prohibitions of record or applicable law.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to L. Douglas Joseph and J. Anthony Joseph by deed recorded in Book 258, at Page 385 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: N $\frac{3}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 6, Township 24 North, Range 15 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Gulf States Paper Corporation by deed recorded in Book 258, at Page 381 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: NW $\frac{1}{4}$ of NE $\frac{1}{4}$; 10 acres off North end of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 3, Township 22 South, Range 1 West, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to James W. Jeffcoat and Edward C. Gottier by deed recorded in Book 258, at Page 389 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: 10 acres off the South end of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 6, Township 24 North, Range 15 East; South $\frac{3}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; NW $\frac{1}{4}$ of SE $\frac{1}{4}$ lying North and East of the Waxahatchee Creek, Section 3, Township 22 South, Range 1 West, all in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to George Butler by deed recorded in Book 258, at Page 567 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: A part of the SE $\frac{1}{4}$ -NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ -NE $\frac{1}{4}$, Section 23, Township 22 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Commence at the northwest corner of the Southeast Quarter of the Northwest Quarter of Section 23, Township 22 South, Range 2 West, Shelby County, Alabama and run thence easterly along the north line of said quarter-quarter section a distance of 800.00' to the point of beginning of the property. being described, thence continue along last described course a distance of 1,688.53' to a point on the northwest right of way line of the L & N railroad right of way. thence turn a deflection angle of 151° 06' 02" to the right and run southwesterly a distance of 443.20' to a point. thence turn a deflection angle of 10° 27' 26" to the left and continue southwesterly along the southerly right of way line of Shelby County Road No. 306 a distance of 521.16' to a point. thence turn a deflection angle of 5° 28' 52" to the left and continue southwesterly along the northerly right of way line of said railroad right of way a distance of 417.52' to the P.C. of a curve to the right. thence turn a deflection angle of 11° 31' 41" to the right and run southwesterly along the chord of said curve a chord distance of 380.30' to a point on the south margin of Shelby County Road No. 301. thence turn a deflection angle of 52° 29' 11" to the right from chord and run northwesterly a distance of 292.10' to a point on the north right of way line of said Road No. 306. thence turn a deflection angle of 78° 50' 39" to the right and run northerly a distance of 1,053.98' to the point of beginning. less and except that part of the rights of way of Shelby County Roads No. 306 and 301 that lie within just described property. containing 19.4 acres and subject to all agreements, easements, rights of way, restrictions, limitations and/or prohibitions of record or applicable law.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to James W. Bird, Sr., Bryan W. Compton and James W. Bird, Jr. by deed recorded in Book 260, at Page 129 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: All that part of the N $\frac{1}{2}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying North and West of a county gravel road and a part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 9, Township 24 North, Range 14 East, Shelby County, Alabama: said parcel being more particularly described as follows: As a point of beginning start at the NE corner of Section 9 and run North 89 degrees 05 minutes and 24 seconds West and along the North boundary of Section 9 for a distance of 5254.48 ft. to its NW corner: thence run South 0 degrees 52 minutes and 09 seconds East and along the West boundary of said section for a distance of 3697.58 ft. to a point; thence run North 86 degrees 17 minutes and 54 seconds East for a distance of 1179.80 ft. to the East boundary of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence run North 0 degrees 07 minutes and 44 seconds West and along the East boundary of said forty for a distance of 948.29 ft. to its

NE corner; thence run North 89 degrees 39 minutes and 13 seconds East and along the South boundary of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the South boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 2583.73 ft. to its SE corner; thence run South 0 degrees 31 minutes and 17 seconds East and along the West boundary of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ for a distance of 1306.92 ft. to its SW corner; thence run South 89 degrees 39 minutes and 57 seconds East and along the South boundary of said forty for a distance of 433.69 ft. to its intersection with the West right of way margin of a county gravel road, 30 ft. from centerline; thence run North and East and along the West and North right of way margin of said road to its intersection with the East boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence run North 2 degrees 46 minutes and 35 seconds East and along the East boundary of said forty for a distance of 269.56 ft. to its NE corner; thence run North 2 degrees 05 minutes and 58 seconds east and along the East boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 1301.57 ft. to the point of beginning.

A part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 24 North, Range 14 East, Shelby County, Alabama; said parcel being more particularly described as follows: as a point of beginning start at the SE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and run North 2 degrees 46 minutes and 35 seconds East, and along the East boundary of said forty for a distance of 1195.07 ft. to a point; thence run North 89 degrees 39 minutes and 57 seconds west, for a distance of 894.13 ft. to the east right of way margin of a county gravel road, 30 ft. from centerline; thence run in a Southerly direction and along the East right of way margin of said road to its intersection with the South boundary of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence run South 89 degrees 39 minutes and 57 seconds east, and along the South boundary of said forty for a distance of 758.64 ft. to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

A parcel of land conveyed to James W. Bird, Sr., Bryan W. Compton and James W. Bird, Jr. by deed recorded in Book 303, at Page 799 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Sidney L. Clayton and wife, Renee L. Clayton by deed recorded in Book 261, at Page 432 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Begin at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 24N, Range 14E, and run west along the north line thereof 539.97 feet; thence 88°51'30" left and run 30.66 feet to the north line of a 60' (gravel) county road right of way; thence continue along the last described course 60.00 feet to a point on the south line of said R/W, said line also being radial to a curve on said R/W; thence 90°00' right and run along said curve to the left (R=213.99) 129.48 feet, and the next 10 courses; thence continue along said R/W 55.70 feet to a curve to the left; thence run along said curve (R=238.83) 250.62 feet; thence continue along said R/W 101.64 feet to a curve to the left; thence run along said curve (R=338.15) 144.72 feet; thence continue 75.14 feet to a curve to the right; thence run along said curve (R=324.34) 212.44 feet; thence continue along said R/W 90.58 feet to a curve to the left; thence run along another curve (R=253.92) 171.71 feet; thence run along another curve to the left on said R/W (R=940.93) 204.02 feet; thence continue along said R/W 126.02 feet; thence 49°46'55" left and run 341.49 feet; thence 82°33'29" left and run 1396.84 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Steve Randall Scott by deed recorded in Book 261, at Page 923 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama; said parcel being more particularly described as follows: to find the point of beginning start at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and run North 89 degrees 54 minutes and 45

seconds East and along the South boundary of said forty for a distance of 479.14 ft. to the point of beginning; thence continue North 89 degrees 54 minutes and 45 seconds East and along the South boundary of said forty for a distance of 425.00 ft. to a point; thence run north 1 degree 36 minutes and 41 seconds East for a distance of 2380.61 ft. to the south right of way margin of a county gravel road, 30 ft. from centerline; thence run Southwesterly and along the South right of way margin of said road for a distance of 500 ft. more or less to a point; thence run South 1 degree 35 minutes and 43 seconds West for a distance of 2139.68 ft. to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Narval Atwood Black, Jr., and Kenneth Larry Reynolds by deed recorded in Book 262, at Page 240 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama, said parcel being more particularly described as follows: as a point of beginning start at the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence run South 89 degrees 54 minutes and 45 seconds West and along the South boundary of said forty for a distance of 450.00 ft. to a point; thence run North 1 degree 36 minutes and 41 seconds East for a distance of 2380.61 ft. to the south right of way margin of a county gravel road, 30 ft. from centerline; thence run in an Easterly direction and along the South right of way margin of said road to its intersection with the East boundary of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run South 1 degree 15 minutes and 25 seconds West and along the East boundary of said forty for a distance of 926.51 ft. to its SE corner; thence run South 1 degree 59 minutes and 45 seconds West and along the East boundary of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 1307.25 ft. to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to B. G. Strickland and D. L. Raburn by deed recorded in Book 263, at Page 147 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A part of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama, said parcel being more particularly described as follows: as a point of beginning start at the NE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and run south 89 degrees 19 minutes and 25 seconds West and along the North boundary of said forty for a distance of 1302.70 ft. to its NW corner; thence run south 2 degrees 46 minutes and 35 seconds West and along the West boundary of said forty for a distance of 269.56 ft. to its intersection with the north right of way margin of a county gravel road, 30 ft. from centerline; thence run in an Easterly and Northerly direction and along the north and West right of way margin of said road to a point lying 705 ft. more or less South of the North boundary of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run South 89 degrees 14 minutes and 17 seconds West for a distance of 1003.50 ft. to a point on the West boundary of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run South 2 degrees 48 minutes and 48 seconds west and along the West boundary of said forty for a distance of 601.80 ft. to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Bill Velotas and wife, M. Carolyn Velotas by deed recorded in Book 263, at Page 162 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 24 North, Range 14 East, Shelby County, Alabama; said parcel being more particularly described as follows: to find the point of beginning start at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and run South 2 degrees 46 minutes and 35 seconds West and along the East boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 329.97 ft. to the South right of way margin of a county gravel road, 30 ft. from centerline; thence continue South 2 degrees 46 minutes and 35 seconds West and along the East boundary of the SE $\frac{1}{4}$ of

the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ for a distance of 1065.10 ft. to a point; thence run North 89 degrees 39 minutes and 57 seconds West for a distance of 894.13 ft. to the East right of way of said county gravel road, 30 ft. from centerline; thence run North and East along the East and South right of way margin of said gravel road to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to William Eugene Scott and wife, Karen B. Scott by deed recorded in Book 265, at Page 298 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama; said parcel being more particularly described as follows: as a point of beginning start at the SW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence run North 89 degrees 54 minutes and 45 seconds East and along the South boundary of said forty for a distance of 479.14 ft. to a point; thence run North 1 degree 35 minutes and 43 seconds east for a distance of 2139.68 ft. to the South right of way margin of a county gravel road, 30 ft. from centerline; thence run west and along the south right of way margin of said road to its intersection with the West boundary of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run south 2 degrees 46 minutes and 35 seconds West and along the West boundary of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ for a distance of 2260.17 ft. to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Van Marcus and wife, Diane P. Marcus by deed recorded in Book 267, at Page 856 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama, which lies south and east of a county gravel road having a 60 ft. right of way.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Wallace W. Watson and Marjorie C. Watson by deed recorded in Book 321, at Page 668 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A parcel of land in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama; described as follows: Begin at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 539.57 feet to a point on the centerline of Shelby County Road #301 (chart road), thence run the following described courses along said centerline, thence turn left 107 deg. 56 min. 37 sec. and run Southwesterly a distance of 96.71 feet, thence turn left 07 deg. 45 min. 20 sec. and run Southwesterly a distance of 94.59 feet, thence turn left 12 deg. 16 min. 10 sec. and run southwesterly a distance of 180.77 feet, thence turn right 05 deg. 13 min. 11 sec. and run Southwesterly a distance of 283.32 feet, thence turn right 09 deg. 13 min. 25 sec. and run Southwesterly a distance of 98.38 feet, thence turn right 06 deg. 36 min. 23 sec. and run Southwesterly a distance of 160.55 feet, thence turn left 10 deg. 34 min. 24 sec. and run Southwesterly a distance of 104.07 feet, thence turn right 06 deg. 11 min. 27 sec. and run Southwesterly a distance of 94.53 feet, thence turn left 156 deg. 13 min. 32 sec. and run East, leaving said centerline, along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 967.22 feet to the Point of Beginning. Containing 5.71 acres, more or less. Less and except that part lying in the right of way of Shelby County Road #301.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Fred Wayne Horton by deed recorded in Book 362, at Page 78 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: Begin at the SW corner of the SW $\frac{1}{4}$ of Section 9, Township 24 North, Range 14 East; thence run North along the West line of said section for 1736.00 feet to a point; thence 87°10'04" right run Easterly 1179.79 feet; thence 93°34'21" right run southerly 360.00 feet to an iron fence post; thence 90°06'37" left run easterly

764.08 feet; thence $91^{\circ}08'30''$ right run southerly 30.66 feet to a point on the Northerly R/W of a Shelby County (gravel) Road; last said course being radial to a curve having a radius of 273.99 feet; thence run Southerly along said curve and R/W for 165.01 feet; thence continue along said R/W (for the next 10 courses) for 55.70 feet to a curve to the left ($R=298.83'$); thence run along said curve for 313.58 feet; thence continue for 101.64 feet to a curve to the left ($R=398.15'$); thence along said curve for 170.40 feet; thence continue for 75.14 feet to a curve to the right ($R=264.34'$); thence along said curve for 173.14 feet; thence continue for 90.58 feet to a curve to the left ($R=313.92'$); thence along said curve for 212.28 feet to a curve to the left ($R=1000.93'$); thence along said curve for 217.02 feet; thence continue along said R/W for 227.24 feet to a Yellow Painted Line; thence $133^{\circ}32'51''$ right run Westerly 1997.77 feet to the Point of Beginning. Less and except the following: Begin at the SW corner of the SW $\frac{1}{4}$ of Section 9, T-24N, R-14E, and run east along the south line thereof 1896.28 feet to the west line of a 60' (Gravel) road right of way; thence $49^{\circ}46'55''$ right and run southerly along said right of way 151.95 feet to a yellow painted line; thence $133^{\circ}32'51''$ right and run 1997.77 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to David A. Spivey and wife, Nan M. Spivey by deed recorded as Instrument No. 1994-14319 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A parcel of land containing 10.0 acres, located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 6, Township 24 North, Range 14 East, Shelby County, Alabama, described as follows: Commence at the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run North 87 degrees 17 minutes 51 seconds East along the North boundary 1106.56 feet to the intersection of the West boundary of Shelby County Road No. 305; thence run South 33 degrees 12 minutes East along said right of way 173.47 feet; thence run South 27 degrees 48 minutes East along said right of way 145.0 feet; thence run South 35 degrees 33 minutes 55 seconds East along said right of way 96.59 feet; thence run South 87 degrees 17 minutes 51 seconds West 1300.79 feet to the intersection of the West boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run North 03 degrees 55 minutes 32 seconds west along said boundary 362.0 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to Randall H. Goggans by deed recorded as Instrument No. 2000-28637 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast Corner of Fractional Section 22, Township 22 South, Range 2 West, said point also lying on the North line of Fractional Section 1, Township 24 North, Range 13 East, said line also being a segment of the Freeman Line; thence $S89^{\circ}46'14''W$ along said North Line a distance of 628.51 feet; thence $S04^{\circ}28'10''E$, a distance of 1,340.85 feet to the POINT OF BEGINNING; thence $S89^{\circ}32'24''W$, a distance of 1,335.18 feet; thence $S89^{\circ}53'10''W$, a distance of 1,093.91 feet to a point lying on the Easterly Right of Way line of Interstate 65 (300' R.O.W.); thence $S06^{\circ}59'49''E$ along said R.O.W. Line a distance of 107.65 feet to its intersection with the Northerly R.O.W. Line of Heart Of Dixie Railroad (100' R.O.W.); thence leaving said I-65 R.O.W. Line $N86^{\circ}34'25''E$ and along said Railroad R.O.W. Line, a distance of 112.86 feet to the beginning of a curve to the right having a central angle of $17^{\circ}48'41''$, a radius of 1,600.00 feet and subtended by a chord which bears $S84^{\circ}31'15''E$ a chord distance of 495.38 feet; thence along said curve and said R.O.W. Line a distance of 497.38 feet to the end of said curve; thence $S75^{\circ}36'54''E$ and continuing along said R.O.W. Line a distance of 1,302.18 feet to the beginning of a curve to the left having a central angle $70^{\circ}07'34''$, a radius of 900.00 feet and subtended by a chord which bears $N69^{\circ}19'18''E$ a chord distance of 1,034.06 feet; thence along said curve and continuing along said R.O.W. line a distance of 1,101.54 feet to the end of said curve; thence $N34^{\circ}15'31''E$ and continuing along said R.O.W. Line a distance of 52.11 feet to the beginning of a curve to the left having a central angle of $12^{\circ}04'08''$, a radius of 400.00 feet and subtended by a chord which bears $N28^{\circ}13'27''E$ a chord distance of 84.10 feet; thence along said curve and continuing along said R.O.W. line a distance of 84.26

feet to the end of said curve; thence N22°11'23"E and continuing along said R.O.W. Line a distance of 8.91 feet; thence S89°12'37"W and leaving said R.O.W. Line a distance of 491.17 feet to the point of beginning. Said parcel of land containing 20.05 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to E. Farley Moody by deed recorded in Instrument No. 1994-36471 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: The North ½ of the Northeast Quarter of the Southwest Quarter of Section 6, Township 24 North, Range 14 East which lies East of Wally Watson Public Road, located in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A parcel of land conveyed to David A. Spivey and wife, Nan M. Spivey by deed recorded as Instrument No. 2001-09605 in the Probate Office of Shelby County, Alabama, and being more particularly described as follows: A parcel of land in the Northeast Quarter of the Southwest Quarter and in the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 14 East, being a part of the same land described in a deed to Brierfield Land and Timber, recorded in Real Record 240, at Page 935, and Instrument #1994-34371 of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows: Commencing at a rebar, found in a mound of rocks, at the Northeast corner of said Section 6; thence South 43 degrees 19 minutes 51 seconds west, a distance of 3730.47 feet to a 1 ½ inch flat bar, found at the intersection of two painted lines; thence South 01 degrees 25 minutes 16 seconds along a painted line, a distance of 410.47 feet to the point of beginning, on the West right of way of County Road No. 301; thence along a curve to the right in said right of way, having a radius of 814.00 feet and a chord bearing of South 19 degrees 25 minutes 16 seconds East, an arc length of 253.79 feet to a point of compound curves; thence along a curve to the right in said right of way having a radius of 68.34 feet, a chord bearing of South 28 degrees 41 minutes 40 seconds West, an arc length of 93.69 feet to a point; thence South 67 degrees 58 minutes 06 seconds West along said right of way a distance of 180.81 feet to a point; thence South 53 degrees 44 minutes 19 seconds West along said right of way a distance of 248.28 feet, to a ½ inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 68 degrees 41 minutes 45 seconds West a distance of 150.92 feet to a ½ inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 85 degrees 21 minutes 51 seconds West a distance of 654.96 feet to a ½ inch rebar set, with a cap stamped "S. Wheeler CA 0502"; thence North 01 degrees 47 minutes 37 seconds West along a painted line, a distance of 602.70 feet to a ¾ inch pipe, found; thence North 89 degrees 25 minutes 40 seconds East a distance of 1300.80 feet to a ¾ inch pipe, found of the East right of way of County Road No. 305; thence along a curve to the right in said right of way, having a radius of 814.00 feet and a chord bearing of South 30 degrees 25 minutes 10 seconds East, an arc length of 56.14 feet to the point of beginning. Containing 18.52 acres, more or less.

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Shelby Cnty Judge of Probate, AL
01/09/2003 09:33:00 FILED/CERTIFIED

STATE OF ALA. CHILTON CO
I CERTIFY THIS
INSTRUMENT WAS FILED

2003 JAN -6 PM 12:52

UCC FILE NUMBER OR REC.
BK. & PAGE AS SHOWN ABOVE

Robert M. Martin

DEED _____
MORTGAGE 1500.00
REC. 9.00
INDEX 500
D.A. FEE 200