

ALABAMA

This Instrument Was Prepared By:

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After Recording, This Instrument Should Be Returned To The Preparer At The Address Shown Above.

MORTGAGE, LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

COLLATERAL INCLUDES FIXTURES

THE MATURITY DATE OF THE NOTES SECURED HEREBY IS APRIL 30, 2008.

THIS MORTGAGE, LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS INTENDED TO BE, AND SHALL SERVE AS, A FINANCING STATEMENT PURSUANT TO APPLICABLE LAWS OF THE STATE OF ALABAMA, AS AMENDED.

THIS MORTGAGE IS A FUTURE ADVANCE MORTGAGE. THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE (A) A REVOLVING LINE OF CREDIT TO BE MADE AVAILABLE BY LENDERS TO BORROWER UNDER THE LOAN DOCUMENTS, PURSUANT TO WHICH ADVANCES MAY BE MADE, PREPAID AND RE-BORROWED FROM TIME TO TIME, AND (B) ALL OTHER INDEBTEDNESS, OBLIGATIONS AND LIABILITIES OF BORROWER OR GRANTOR TO LENDER, DUE OR TO BECOME DUE, AND NOW EXISTING OR HEREAFTER INCURRED, CONTRACTED OR ARISING UNDER THE LOAN DOCUMENTS.

MORTGAGE, LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS MORTGAGE, LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES, RENTS AND PROFITS, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Mortgage") is made and entered into effective as of April 30, 2004, by WILLIAMSON OIL CO., INC., an Alabama corporation ("Grantor"), a wholly owned subsidiary of Borrower (as such term is hereafter defined), which may have taken title to or entered into leases of the herein described Real Property under the following names or other variations thereof, all of the which are one and the same entity as Grantor, namely: Williamson Oil Company, Inc., Williamson Oil Company, Williamson Oil Co., Williamson Oil Company, Incorporated and Williamson Oil, Inc., Grantor having its principal office c/o MAPCO Family Centers, Inc., 830 Crescent Centre, Franklin, Tennessee 37067, Attention: Uzi Yemin, President; to and in favor of SUNTRUST BANK, a Georgia corporation ("Agent"), in its capacity as Administrative Agent for Lenders ("Lenders") (as such term is defined in that certain Revolving Credit and Term Loan Agreement dated as of April 30, 2004, among MAPCO Family Centers, Inc., a Delaware corporation ("Borrower"), Agent and Lenders (the "Loan Agreement")), and Agent's successors and assigns, Agent having its principal office at 201 Fourth Avenue North, Third Floor, Nashville, Tennessee 37219, Attention: Scott Corley or Anson Lewis, or at such other place as Agent may from time to time designate.

Capitalized terms used herein which are not otherwise defined herein shall have the same meanings, respectively, ascribed to them in the Loan Agreement, and if not defined in the Loan Agreement, shall have the same meanings, respectively, ascribed to them in the Loan Documents in which such terms are defined.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lenders in the aggregate original principal sum of Forty Million Five Hundred Thousand and No/100 Dollars (\$40,500,000.00) with interest thereon (the "Loan"), which Loan is comprised of (i) loans made or to be made pursuant to that certain Revolving Commitment aggregating at any one time up to the principal amount of Six Million and No/100 Dollars (\$6,000,000.00) (aggregately, the "Revolving Loan"), the terms of which are more fully set forth in the Loan Agreement, which Revolving Loan is evidenced and represented by certain Revolving Credit Notes of even date herewith made by Borrower payable to one or more Lenders in the original principal amount of the Revolving Loan (the "Revolving Credit Notes"), and (ii) loans made or to be made pursuant to that certain Term Loan Commitment in the aggregate principal amount of Thirty Four Million Five Hundred Thousand and No/100 Dollars (\$34,500,000.00) (aggregately, the "Term Loan"), the terms of which are more fully set forth in the Loan Agreement, which Term Loan is evidenced and represented by certain Term Notes of even date herewith made by Borrower payable to one or more Lenders in the aggregate original principal amount of the Term Loan (the "Term Notes"), and together with the Revolving Credit Notes, the "Notes", the term "Notes" being defined further to include all

other notes given in substitution, modification, increase, renewal or extension of the original Notes described herein, in whole or in part), both principal and interest being payable as provided in each of the Notes, the last of which Notes shall mature and be fully and finally due and payable on April 30, 2008; and

WHEREAS, pursuant to the Loan Agreement, Borrower is justly indebted to Agent and Lenders for the "Obligations" (as such term is defined in the Loan Agreement) including, without limitation, the Loan and all additional amounts owed by Borrower pursuant to or in connection with the Loan Agreement and any other Loan Document; and

WHEREAS, in accordance with the terms of the Loan Agreement, Gasoline Associated Services, Inc., an Alabama corporation, Liberty Wholesale Co., Inc., an Alabama corporation, and Grantor (each a "Guarantor", and collectively, "Guarantors") have executed and delivered that certain Subsidiary Guaranty Agreement of even date herewith in favor of Agent, in its capacity as Administrative Agent for Lenders (the "Guaranty"), which among other things, guarantees payment of the Obligations; and

WHEREAS, Lenders, as a condition precedent to the extensions of credit and the making of the Loan have required that Grantor deliver this Mortgage to Agent, in its capacity as Administrative Agent for Lenders, as security for the repayment of Borrower's Obligations under the Loan Documents and Grantor's Obligations under the Guaranty, as well as for the performance, observance and discharge by Grantor of various terms, covenants, conditions and agreements made by Grantor to, with, in favor of and for the benefit of Lenders with respect to the Loan and such security;

NOW THEREFORE, in consideration of and in order to secure the repayment of the Obligations and Grantor's Obligations under the Guaranty including, without limitation, the Loan evidenced and represented by the Notes, together with interest on the Loan, as well as the payment of all other sums of money secured hereby, as hereinafter provided; to secure the observance, performance and discharge by Grantor of all terms, covenants, conditions and agreements set forth in the Notes, this Mortgage and in the other Loan Documents and Grantor's Obligations under the Guaranty; in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of Ten Dollars paid by Lenders and Agent to Grantor, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby grant, bargain, sell and convey unto Agent, Agent forever, all of Grantor's right, title and interest (including, without limitation, any leasehold interest or leasehold estate) in and to the following described properties, including all rights, interests, replacements, substitutions and additions thereto, therein or therefore (collectively, the "Mortgaged Property"):

(i) All those certain pieces, parcels or tracts of land or real property of which Grantor is now seized and in actual or constructive possession, or in which Grantor owns or holds a leasehold interest or leasehold estate (in which case Grantor grants a lien on such leasehold interest or leasehold estate, and in any fee interest or greater estate of any kind or nature that Grantor may hereafter acquire in any such leasehold interest or leasehold estate), situated in the cities and counties of the State where the Real Property is located (the "State") which are named

on Exhibit A, which pieces, parcels or tracts of land or real property are more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Real Property");

(ii) All buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property (the "Improvements"), including, without limitation, any and all additions to, substitutions for or replacements of such Improvements;

(iii) All minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Real Property;

(iv) All and singular, the tenements, hereditaments, strips and gores, rights-of-way, easements, privileges, profits and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Grantor in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property (the "Appurtenances");

(v) Any and all leases, licenses, contracts, rents, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, termination fees, of, accruing to or derived from the Real Property, Improvements and Appurtenances, and all of Grantor's right, title and interest under any and all utility deposits, advance rentals, lease guaranties, letters of credit, and any other credit support furnished to Grantor in connection with any of the foregoing (the "Rents");

(vi) Any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (c) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements or Appurtenances; or (d) proceeds of insurance awards, to the extent of all amounts which may be secured by this Mortgage at the date of any such award or payment including but not limited to Reasonable Attorneys' Fees (as hereinafter defined), costs and disbursements incurred by Lenders and Agent in connection with the collection of such award or payment;

(vii) All fixtures (as defined under the UCC, as such term is hereafter defined), now or hereafter attached to, installed in, or used in connection with the buildings and other improvements now erected or hereafter to be erected on said land, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, motors, dynamos, cabinets and all other furnishings, tools, equipment and machinery, appliances, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and accessions to the freehold and part of the

realty conveyed herein as security for the indebtedness herein mentioned (collectively, "Fixtures"); and

(viii) All agreements or contracts relating to any interest rate cap agreements, swaps or other interest hedging agreements;

TO HAVE AND TO HOLD the foregoing Mortgaged Property and the rights hereby granted for its use and benefit unto Agent and its successors and assigns in fee simple forever.

In order to secure the repayment of Obligations including, without limitation, the Loan evidenced and represented by the Notes, together with interest on the Loan, as well as the payment of all other sums of money secured hereby, as hereinafter provided; and to secure the observance, performance and discharge by Grantor of all covenants, conditions and agreements set forth in the Notes, this Mortgage and in the other Loan Documents as guaranteed by the Guaranty; and in order to charge the properties, interests and rights hereinafter described with such payment, observance, performance and discharge; and in consideration of the sum of Ten Dollars paid by Lenders and Agent and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Agent a security interest in all Fixtures. The term Fixtures expressly excludes any toxic waste or substance deemed hazardous under federal, regional, state or local laws, codes, ordinances, statutes, rules, regulations, decisions or orders). The Mortgaged Property and the Fixtures are herein together referred to as the "Property."

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Property and the grant of the foregoing security interest which are defined in the Uniform Commercial Code of the State (the "UCC") shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage.

Grantor hereby covenants and warrants with and to Lenders and Agent that Grantor is indefeasibly seized of the Property (except for those properties described on Exhibit B in which Grantor covenants and warrants that it has a leased or subleased estate), and has good right, full power, and lawful authority to convey and encumber all of the same as aforesaid; that Grantor hereby fully warrants the title to the Property (or the leasehold estate therein as to those properties described on Exhibit B) and will defend the same and the validity and priority of the lien and encumbrance of this Mortgage against the lawful claims of all persons whomsoever; and Grantor further warrants that the Property is free and clear of all liens except Permitted Exceptions.

If Borrower shall pay to Lenders the Obligations including, without limitation, the Loan evidenced by the Notes, and if Borrower and Guarantors shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the terms, covenants, conditions and agreements of the Notes, this Mortgage, the Guaranty and all other Loan Documents by which either is bound, then this Mortgage and the estates and interests hereby granted and created shall cease, terminate and be null and void, and shall be discharged of record at the expense of Grantor.

Grantor, for the benefit of Lenders and Agent and their respective successors and assigns, does hereby expressly covenant and agree as follows:

1. PAYMENT OF OBLIGATIONS. Grantor shall pay the Obligations for which it is responsible under the Guaranty and shall promptly and punctually pay all other Obligations required to be paid by Grantor pursuant to the terms, covenants and conditions of the Guaranty, this Mortgage, the Assignment of Leases, Rents and Profits of even date herewith (the "Assignment") and all other Loan Documents to which Grantor is a party.

2. PERFORMANCE OF OTHER OBLIGATIONS. Grantor shall perform, comply with and abide by each and every one of the terms, covenants, conditions and agreements contained and set forth in the Guaranty, this Mortgage, and the other Loan Documents to which it is a party and shall perform all of its obligations under any term, covenant, condition, restriction or agreement of record affecting the Property.

3. PRESERVATION AND MAINTENANCE OF PROPERTY; ACCESSIBILITY; HAZARDOUS WASTE.

(a) Grantor shall keep all Improvements now existing or hereafter erected on the Real Property in good order and repair, and shall not use such Real Property and Improvements for any purpose other than as a gasoline and oil products service station, convenience market, restaurant and other present utilization thereof (the "Existing Use"), or other related uses which may be made of the Real Property in Borrower's ordinary course of business, unless Agent otherwise agrees in writing, and not to do or permit any waste, impairment or deterioration thereof or thereon, nor to alter, remove or demolish any of the Improvements or any Fixtures attached or appertaining thereto, without the prior written consent of Agent, such consent not to be unreasonably withheld, delayed or conditioned, nor to initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof, nor to do or permit any other act whereby the Property shall become less valuable, be used for purposes contrary to applicable Law or be used in any manner which will materially increase the premium for or result in a termination or cancellation of the insurance policies hereinafter required to be kept and maintained on the Property. In furtherance of, and not by way of limitation upon, the foregoing covenant, Grantor shall effect such repairs as Agent may reasonably require, and from time to time make all needful and proper replacements so that the Improvements, Appurtenances, Fixtures will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed. In connection with the making of such repairs, Grantor shall use contractors who are properly licensed, who carry workers' compensation insurance and appropriate liability insurance, and use only new or

re-manufactured goods of a quality as good or better than that originally used on the Property. As provided herein, Grantor shall insure that no liens are filed against the Property that relate in any way to the repair work provided for herein except to the extent permitted by the Loan Agreement.

(b) Agent, and/or its agents, shall have the right and shall be permitted, but shall not be required, at all reasonable times, to enter upon and inspect the Property to insure compliance with the foregoing covenants, and any and all other terms, covenants, conditions and agreements set forth in this Mortgage or any other Loan Document.

4. PAYMENT OF TAXES, ASSESSMENTS AND OTHER CHARGES. Grantor shall pay all taxes, assessments and other charges as already levied or assessed, or that may be hereafter levied or assessed, upon or against the Property, when the same shall become due and payable according to Law, before delinquency, and before any interest or penalty shall attach thereto, and to deliver official receipts evidencing the payment of the same to Agent not later than thirty (30) days following the payment of the same. Grantor shall have the right to contest, in good faith and in accordance with applicable Laws and procedures, the proposed assessment of ad valorem taxes or special assessments by governmental authorities having jurisdiction over the Property; provided, however, Grantor shall give Written Notice of its intent to bring such an action to Agent, and Agent may, in its sole discretion, require Grantor to post a bond or other collateral satisfactory to Agent (and acceptable to the title company insuring this Mortgage) as a result of Grantor's act.

5. [Intentionally Omitted]

6. PAYMENT OF JUNIOR ENCUMBRANCES. Grantor shall permit no default or delinquency under any other lien, imposition, charge or encumbrance against the Property, even though junior and inferior to the lien of this Mortgage; provided however, the foregoing shall not be construed to permit any such additional lien or encumbrance against the Property, other than the Permitted Exceptions.

7. PAYMENT OF MORTGAGE TAXES. Grantor shall pay any and all taxes which may be levied or assessed directly or indirectly upon the Notes and/or this Mortgage (except for income taxes payable by Lenders or Agent) or the Loan or other Obligations secured hereby, without regard to any Law which may be hereafter enacted imposing payment of the whole or any part thereof upon Lenders and/or Agent, and their respective successors or assigns. Upon violation of this covenant, or upon the rendering by any court of competent jurisdiction of a decision that such a covenant by Grantor is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in the Notes exceeds the then maximum rate of interest allowed by Law, then, and in any such event, the Obligations hereby secured shall, at the option of Agent, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Notes secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall become a part of the Loan secured by this Mortgage.

8. HAZARD INSURANCE. Grantor shall continuously, during the term of this Mortgage, keep the Improvements, Appurtenances, and Fixtures, now or hereafter existing,

erected, installed and located in or upon the Real Property, insured with extended coverage insurance against loss or damage resulting from fire, windstorm, flood, sinkhole, earthquake, mine subsidence, acts of terrorism, and such other hazards, casualties, contingencies and perils including, without limitation, other risks insured against by persons operating like properties in the locality of the Property, or otherwise reasonably deemed necessary or advisable by Agent, on such forms and with such deductibles as may be required by Agent (collectively, "Casualty Insurance"), covering the Property in the amount of the full replacement cost thereof, (without taking into account any depreciation) less excavating and foundation costs, and covering all loss or abatement of rental or other income, without a provision for co-insurance, in an amount equal to the scheduled rental income of the Property for at least twelve (12) months, or if applicable, business interruption insurance in an amount sufficient to pay debt service on the Notes, operating expenses, taxes and insurance on the Property for a period of twelve (12) months, and covering loss by flood (if the Property lies in a Special Flood Hazard Area as designated on the Department of Housing and Urban Development's Maps, or other flood prone designation) in an amount equal to the outstanding principal balance of the Loan or such other amount as approved by Agent, and earthquake insurance with a deductible amount of no more than 10% of the policy amount, if the Property is located within one-half mile of an Alquist-Priolo Special Earthquake Study Zone or if, in the judgment of Agent's inspecting architect, the Property lies in an area of anticipated significant seismic activity, and "Ordinance or Law Coverage" or "Enforcement" endorsements in amounts satisfactory to Agent if any of the Improvements or the use of the Property shall at any time constitute legal non-conforming structures or uses or the ability to rebuild the Improvements is restricted or prohibited, and comprehensive boiler and machinery insurance (without exclusion for explosion), if applicable, in amounts as shall be reasonably required by Agent and covering all boilers or other pressure vessels, machinery and equipment located at or about the Property (including, without limitation, electrical equipment, sprinkler systems, heating and air conditioning equipment, refrigeration equipment and piping). All such insurance shall be carried with a company or companies licensed to do business in the State, which is acceptable to Agent, which company or companies shall have a rating at the time this Mortgage is executed equivalent to at least A:X shown in the most recent Best's Key Rating Guide. The original policy or policies and renewals thereof (or, at the sole option of Agent, duplicate originals or certified copies thereof), together with receipts evidencing payment of the premium therefor, shall be deposited with, held by and are hereby assigned to, Agent as additional security for the Loan secured hereby. Each such policy of insurance shall contain a noncontributing loss payable clause in favor of and in a form acceptable to Agent, and shall provide for not less than thirty (30) days prior Written Notice to Agent of any intent to modify, non-renew, cancel or terminate the policy or policies, or the expiration of such policies of insurance, or the exclusion of any individual risk such as acts of terrorism. If the insurance required under this Section 8 or any portion thereof is maintained pursuant to a blanket policy, Grantor shall furnish to Agent a certified copy of such policy, together with an original Evidence of Insurance Certificate (Acord Form 27) for hazard insurance indicating that Lenders and Agent are additional insured under such policy in regard to the Property and showing the amount of coverage apportioned to the Property, which coverage shall be in an amount sufficient to satisfy the requirements hereof. Not less than fifteen (15) days prior to the expiration dates of each policy required of Grantor hereunder, Grantor will deliver to Agent a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment and renewal satisfactory to Agent. In the event of foreclosure of this Mortgage or other transfer of title to the Property in

extinguishment of the Loan secured hereby, all right, title and interest of Grantor, in and to any insurance policies then in force including any rights to unearned premiums, and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In the event of loss by reason of hazards, casualties, contingencies and perils for which insurance has been required by Agent hereunder, Grantor shall give immediate notice thereof to Agent. Agent is hereby irrevocably appointed attorney-in-fact coupled with an interest for Agent to, at its option, make proof of loss and/or to file a claim thereunder. Each insurance company concerned is hereby notified, authorized and directed to make payment for such loss directly to Agent, instead of to Grantor and Agent jointly, and Grantor hereby authorizes Agent to adjust and compromise any losses for which insurance proceeds are payable under any of the aforesaid insurance policies and, after deducting the costs of collection, to apply the proceeds of such insurance, at its option either: (a) to the restoration or repair of the insured Improvements, Appurtenances, and Fixtures, provided that, in the opinion and sole discretion of Agent, such restoration or repair is reasonably practical and, provided further, that, in the opinion and sole discretion of Agent, either: (i) the insurance proceeds so collected are sufficient to cover the cost of such restoration or repair of the damage or destruction with respect to which such proceeds were paid, or (ii) the insurance proceeds so collected are not sufficient alone to cover the cost of such restoration or repair, but are sufficient therefor when taken together with funds provided and made available by Grantor from other sources; in which event Agent shall make such insurance proceeds available to Grantor for the purpose of effecting such restoration or repair; but Agent shall not be obligated to see to the proper application of such insurance proceeds nor shall the amount of funds so released or used be deemed to be payment of or on account of the Loan secured hereby; or (b) to the reduction of any portion of the Loan as selected by Agent, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan is otherwise adequately secured, in which event such proceeds shall be applied at par against any portion of the Loan; provided, that if Grantor's interest in the Real Property affected by any such loss is a leasehold estate, and the lease requires that the proceeds be applied to the restoration of the damaged improvements, then such proceeds shall be made available to Grantor for the restoration of the damaged improvements in accordance with such lease, subject to Grantor's compliance with clause (a) (ii) of this paragraph. None of such actions taken by Agent shall be deemed to be or result in a waiver or impairment of any equity, lien or right of Lenders or Agent under and by virtue of this Mortgage, nor will the application of such insurance proceeds to the reduction of the Loan serve to cure any Default in the payment thereof. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the Loan secured hereby, all right, title and interest of Grantor in and to any insurance policies then in force including any rights to unearned premiums and in and to insurance proceeds then payable, shall pass to the purchaser or grantee.

In case of Grantor's failure to keep the Property properly insured as required herein, Agent, its successors or assigns, may, at its option (but shall not be required to) acquire such insurance as required herein at Grantor's sole expense.

Notwithstanding anything set forth in this Section 8 to the contrary, in the event of loss or damage to the Property by fire or other casualty for which insurance has been required by Lenders or Agent and provided by Grantor, Agent hereby agrees to allow the proceeds of

insurance to be used for the restoration of the Property and to release such insurance proceeds to Grantor as such restoration progresses, provided:

(a) An Event of Default, as defined in the Loan Agreement, shall not have occurred and be continuing;

(b) [Intentionally Omitted]

(c) The plans and specifications for the restoration of the Property are approved in writing by Agent in advance in the exercise of its reasonable judgment, and no such approval shall be required if no material changes are made from the original plans and specifications for the Improvements, provided the Property shall be in compliance with all applicable laws after restoration;

(d) At all times during such restoration, Grantor has deposited with Agent funds which, when added to the insurance proceeds received by Agent, are sufficient to complete the restoration of the Property in accordance with the approved plans and specifications, and all applicable building codes, zoning ordinances, regulations and Accessibility Laws, and further, that the funds retained by Agent are sufficient to complete the restoration of the Property as certified to Agent by Agent's inspecting architect/engineer;

(e) Grantor provides builders' all risk insurance, and all necessary licenses and permits for such restoration in form and amount acceptable to Agent;

(f) [Intentionally Omitted];

(g) Agent shall have the option, upon the completion of such restoration of the Property, to apply any surplus insurance proceeds remaining after the completion of such restoration, at par and without premium, to the reduction of the outstanding principal balance of the Notes; notwithstanding the fact that the amount owing thereon may not then be due and payable or that said Loan is otherwise adequately secured;

(h) The funds held by Agent shall be disbursed no more often than once per month and in increments of not less than \$25,000 each, except the final disbursement of such funds which may be in an amount less than \$25,000;

(i) Agent's obligation to make any such disbursement shall be conditioned upon Agent's receipt of written certification from Agent's inspecting architect/engineer (whose fees shall be reimbursed to Agent by Grantor) that all construction and work for which such disbursement is requested has been completed in accordance with the approved plans and specifications and in accordance with all applicable building codes, zoning ordinances and all other Laws and, further, that Grantor has deposited with Agent sufficient funds to complete such restoration in accordance with Section 8(d); and

Agent shall be entitled to require and to impose such other conditions to the release of such funds as would be customarily or reasonably be required and imposed by local construction lenders for a project of similar nature and cost.

Notwithstanding anything to the contrary set forth in this Mortgage, and provided that no Event of Default has occurred and is continuing, for claims in which the insurance proceeds do not exceed Five Hundred Thousand Dollars (\$500,000.00) in the aggregate during any Loan Year (as such term is defined below) shall be paid to Grantor for restoration of the Property, and Grantor covenants and agrees promptly to commence and complete such restoration, and use such proceeds to pay for such restoration subject to the following conditions:

- (i) for each claim for which the proceeds are One Hundred Thousand Dollars (\$100,000.00) or less, such proceeds shall be paid directly to Borrower for such restoration; and
- (ii) for each claim for which the proceeds exceed One Hundred Thousand Dollars (\$100,000.00), Lender shall direct the insurance company to deliver the insurance proceeds directly to Grantor for such restoration.

The term "Loan Year" as used in this paragraph shall mean each one (1) year period beginning on the date of this Mortgage and each anniversary thereof and ending on the day preceding such anniversary.

9. LIABILITY INSURANCE AND OTHER INSURANCE. Grantor shall carry and maintain such commercial general liability insurance and other insurance as may from time to time be required by the Loan Agreement.

10. COMPLIANCE WITH LAWS. Grantor shall observe, abide by and comply with all federal, regional, state and local laws, codes, ordinances, statutes, rules, regulations, decisions, orders, requirements or decrees (collectively, the "Laws") relating to the Property enacted, promulgated or issued by any federal, state, county or local governmental or quasi-governmental authority or any agency or subdivision thereof having jurisdiction over Grantor or the Property ("Governmental Authority"), which now or hereafter affect Grantor or the Property in compliance with the Loan Agreement, and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, permits (including, but not limited to, zoning, variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Property, or which have been granted to or contracted for by Grantor in connection with any existing, presently contemplated or future uses of the Property.

11. MAINTENANCE OF PERMITS. Grantor shall obtain, keep and constantly maintain in full force and effect during the entire term of this Mortgage, all certificates, licenses and permits necessary to keep the Property operating for the Existing Use, except where such failure to do so, either with respect to the Property, or in the aggregate with all other properties securing payment of the Obligations, would not reasonably be expected to result in a Material Adverse Effect, and Grantor is diligently pursuing the reinstatement of any such certificates, licenses and permits that is not in full force and effect., Except as specifically provided for in this Mortgage or the Loan Agreement, Grantor shall not to assign, transfer or in any manner change such certificates, licenses or permits without first receiving the written consent of Agent.

12. OBLIGATIONS OF GRANTOR AS LESSOR.

(a) For each lease where Grantor is the landlord, Grantor shall perform every obligation of Grantor (as the landlord) and enforce every obligation of the tenant in any and every lease, license or other occupancy agreement of or affecting the Property or any part thereof (each an "Occupancy Lease" and collectively, the "Occupancy Leases"), and shall not modify, alter, waive or cancel any such Occupancy Leases or any part thereof or rights thereunder, without the prior written consent of Agent, such consent not to be unreasonably withheld, delayed or conditioned (but such consent shall not be required for such action if such action is in the ordinary course of business of owning and operating the Property in a prudent and business-like manner, on then current market terms), nor collect for more than thirty (30) days in advance of the date due any Rents that may be collectible under any such Occupancy Leases and, except as provided for in this Mortgage, not to assign any such Occupancy Lease or any such Rents relating thereto, to any party other than Agent, without the prior written consent of Agent. Grantor will notify Agent in writing of any material default under any Occupancy Lease. In the event of default under any such Occupancy Lease by reason of failure of Grantor to keep or perform one or more of the covenants, agreements or conditions thereof, Agent is hereby authorized and empowered, and may, at its sole option on five (5) days' notice to Grantor (provided, that if a default shall have occurred and be continuing, no such notice shall be required), remedy, remove or cure any such default, and further, Agent may, at its sole option and in its sole discretion but without obligation to do so, pay any sum of money deemed necessary by Agent for the performance of said covenants, agreements and conditions, or for the curing or removal of any such default, and incur all expenses and obligations which Agent may consider necessary or reasonable in connection therewith, and Grantor shall repay on demand all such sums so paid or advanced by Agent together with interest thereon until paid at the lesser of either: (i) the highest rate of interest then allowed by the Laws of the State, or, if controlling, the Laws of the United States, or (ii) a rate equal to Default Interest; all of such sums, if unpaid, shall be added to and become part of the Loan.

(b) All such Occupancy Leases hereafter made (i) shall be at competitive market rental rates then prevailing in the geographic area for projects used for the Existing Use comparable to the Property; (ii) at Agent's option, shall be superior or subordinate in all respects to the lien of this Mortgage. Neither the right nor the exercise of the right herein granted unto Agent to keep or perform any such covenants, agreements or conditions as aforesaid shall preclude Agent from exercising its option to cause the whole Loan secured hereby to become immediately due and payable by reason of Grantor's default in keeping or performing any such covenants, agreements or conditions.

(c) In addition, Grantor shall not, without the prior written consent of Agent, voluntarily surrender, terminate, modify or alter, either orally or in writing, any Occupancy Lease now existing or hereafter made that would cause such Occupancy Lease to fail to meet the requirements set forth in Section 12(b)(i), permit an assignment or sublease of any such Occupancy Lease where the consent of Grantor is required, or request or consent to the subordination of any Occupancy Lease to any lien subordinate to this Mortgage. Grantor shall furnish Agent with copies of all executed Occupancy Leases of all or any part of the Property now existing or hereafter made, and Grantor shall assign to Agent (which assignment shall be in form and content reasonably acceptable to Agent), as additional security for the Notes and the Loan, all Occupancy Leases now existing or hereafter made for all or any part of the Property. Additionally, if any Occupancy Lease contains a provision allowing the tenant to terminate its

lease upon payment of a Termination Fee (as such term is defined in the Assignment), Grantor agrees that such Termination Fee shall be applied as provided in the Assignment.

(d) In no event shall Grantor exercise any right to relocate any lessee outside the Property pursuant to any right set forth in an Occupancy Lease without the prior written consent of Agent.

13. MAINTENANCE OF PARKING & ACCESS PROHIBITION AGAINST ALTERATION; SEPARATE TAX LOT.

(a) Grantor shall construct, keep and constantly maintain, as the case may be, all curbs, drives, parking areas and the number of parking spaces heretofore or hereafter required by any Laws or any governmental body, agency or authority having jurisdiction over Grantor or the Property, and as required by the terms of the Occupancy Leases, and shall not demolish any building which demolition has not been previously approved by Agent in writing, which approval shall be at the discretion of Agent, such discretion not to be unreasonably withheld, delayed or conditioned.

(b) Grantor shall cause the Property to remain separately assessed for real estate tax purposes as a separate tax lot or lots.

14. EXECUTION OF ADDITIONAL DOCUMENTS. Grantor shall do, make, execute, acknowledge, witness and deliver all deeds, conveyances, mortgages, deeds of trust, assignments, estoppel certificates, subordination non-disturbance and attornments, notices of assignments, transfers, assurances, security agreements, financing statements and renewals thereof, and all other instruments or other acts necessary, as Agent shall from time to time reasonably require for the purpose of better assuring, conveying, assigning, transferring, securing and confirming unto Lenders and Agent the Property and rights hereby encumbered, created, conveyed, assigned or intended now or hereafter so to be encumbered, created, conveyed or assigned, or which Grantor may now be or may hereafter become bound to encumber, create, convey or assign to Agent, or for the purpose of carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and to pay all filing, registration or recording fees and all taxes, costs and other expenses, including Reasonable Attorneys' Fees, incident to the preparation, execution, acknowledgment, delivery and recordation of any of the same. By signing this Mortgage, Grantor authorizes Agent to file such financing statements, with or without the signature of Grantor, as Agent may elect, as may be necessary or desirable to perfect the lien of Agent's security interest in the Fixtures. Without limiting any other provision herein, Grantor hereby authorizes Agent to file one or more financing statements and any renewal or continuation statements thereof, describing the Property and the proceeds of the Property, including, without limitation, a financing statement covering "all Property (as defined in this Mortgage) of Grantor, all proceeds therefrom, and all rights and privileges with respect thereto." Grantor further authorizes Agent to file, with or without any additional signature from Grantor, as Agent may elect, such amendments and continuation statements as Agent may deem necessary or desirable from time to time to perfect or continue the lien of Agent's security interest in the Fixtures. Grantor hereby ratifies any financing statements that may have been filed by Agent in advance of the date hereof to perfect Agent's security interest in the Fixtures.

15. AFTER-ACQUIRED PROPERTY SECURED. Grantor hereby subjects to the lien of this Mortgage all right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property hereinabove described, hereafter acquired by or released to Grantor, or constructed, assembled or placed by Grantor on the Real Property, and all conversions of the security constituted thereby, subject to the provisions of Section 6.13 of the Loan Agreement.

16. PAYMENTS BY LENDERS AND/OR AGENT ON BEHALF OF GRANTOR. Grantor shall make payment of any taxes, assessments or public charges on or with respect to the Property before the same shall become delinquent, and shall make payment of any insurance premiums or other charges, impositions, or liens herein or elsewhere required to be paid by Grantor, or if Grantor shall fail so to do, then Lenders and/or Agent, at their sole option, but without obligation to do so, may make payment or payments of the same and also may redeem the Property from tax sale without any obligation to inquire into the validity of such taxes, assessments, charges, impositions or liens. In the case of any such payment by Lenders and/or Agent, Grantor agrees to reimburse Lenders and/or Agent, upon demand therefor, the amount of such payment and of any fees and expenses attendant in making the same, together with interest thereon at the lesser of either: (a) the highest rate of interest then allowed by the Laws of the State or, if controlling, the Laws of the United States, or (b) the interest rate for Default Interest; and until paid such amounts and interest shall be added to and become part of the Loan secured hereby to the same extent that this Mortgage secures the repayment of the Loan. In making payments authorized by the provisions of this Section 16, Lenders and/or Agent may do so whenever, they, in their reasonable judgment and discretion (and during the continuance of an Event of Default, their sole judgment), determine that such advance or advances are necessary or desirable to protect the full security intended to be afforded by this Mortgage. Neither the right nor the exercise of the rights herein granted to Lender and/or Agent to make any such payments as aforesaid shall preclude Lenders and/or Agent from exercising its option to cause the Loan secured hereby to become immediately due and payable by reason of Grantor's default in making such payments as hereinabove required.

17. FUNDS HELD BY AGENT FOR TAXES, ASSESSMENTS, INSURANCE PREMIUMS, AND OTHER CHARGES. In order to more fully protect the security of this Mortgage, upon the occurrence and during the continuance of any Default, Grantor shall immediately deposit with Agent, an amount equal to (i) the amount of accrued real estate and ad valorem taxes, assessments, insurance premiums and other charges for the year in which such Default occurs (all as estimated by Agent in its sole discretion), and (ii) thereafter, together with and in addition to each monthly payment due on account of the Loan or on a monthly basis due on the first (1st) day of each month, whichever occurs more frequently, one-twelfth of the annual total of such taxes, assessments, insurance premiums and other charges (all as estimated by Agent in its sole discretion) so that, at least sixty (60) days prior to the due date thereof, Agent shall be able to pay in full all such taxes, assessments, insurance premiums and other charges as the same shall become due. Agent may hold the sums so deposited without paying interest, commingle same with its general funds and/or apply the same to the payment of said taxes, assessments, insurance premiums or other charges as they become due and payable. If at any time the funds so held by Agent are insufficient to pay such taxes, assessments, insurance premiums or other charges as they become due and payable, Grantor shall immediately, upon

Written Notice and demand by Agent, deposit with Agent the amount of such deficiency. The failure on the part of Grantor to do so shall entitle Agent, at Agent's sole option, to make such payments in accordance with the rights and pursuant to the conditions elsewhere provided in this Mortgage. Whenever any Default exists that has not been cured by Borrower or Grantor within sixty (60) days after the occurrence thereof, Agent may, at Agent's sole option but without an obligation so to do, apply any funds so held by Agent pursuant to this Section 17 toward the payment of any portion of the Loan, as selected by Agent, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan may otherwise be adequately secured, in such order and manner of application as Agent may elect.

18. CONDEMNATION; EMINENT DOMAIN. All claims and rights of action for, and all awards and other compensation heretofore or hereafter made to Grantor and all subsequent owners of the Property in any taking by eminent domain, recovery for inverse condemnation or by deed in lieu thereof, whether permanent or temporary, of all or any part of the Property or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any way, street, avenue, road, alley, passage or public place, are hereby assigned to Agent. Grantor hereby irrevocably appoints Agent as its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers Agent, at the option of Agent as said attorney-in-fact, on behalf of Grantor, its successors and assigns, to adjust or compromise the claim for any such award, and alone to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting any expenses of collection:

(a) to hold such net proceeds without any allowance of interest, and make the same available for restoration or rebuilding of the Improvements, but only if (i) no Event of Default has occurred and is continuing, (ii) after such restoration and rebuilding value of the restored Property will not be diminished in any material respect and can be used substantially in the same manner as before the taking and (iii) such restoration or rebuilding is reasonably practicable. Such proceeds as may be available to Borrower under the preceding sentence shall be made available in the manner and under the same conditions as required under Section 8 hereof. If the proceeds are made available by Agent to reimburse Grantor for the cost of said restoration or rebuilding, any surplus which may remain out of said award after payment of such cost of restoration or rebuilding, shall be applied, without premium, on account of the Loan at par, without premium, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan may otherwise be adequately secured; or

(b) if such net proceeds are required to be made available to Grantor under subsection (a) above, then such net proceeds shall be applied by Agent as a credit upon any portion of the Loan, as selected by Agent, notwithstanding the fact that the amount owing thereon may not then be due and payable, or that the Loan is otherwise adequately secured. In the event Agent applies such awards to the reduction of the outstanding Loan evidenced by the Notes, such proceeds shall be applied at par, without premium; however no such application shall serve to cure an existing Default of Grantor;

Grantor further covenants and agrees to give Agent immediate notice of the actual or threatened commencement of any proceedings under eminent domain, and to deliver to Agent copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Agent, at any time or times, upon request,

free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments deemed necessary by Agent for the purpose of validly and sufficiently assigning all such awards and other compensation heretofore or hereafter made to Agent (including the assignment of any award from the United States government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof).

19. COSTS OF COLLECTION. In the event that the Notes are placed in the hands of an attorney for collection, or in the event that Lenders and/or Agent shall become a party either as plaintiff or as defendant, in any action, suit, appeal or legal proceeding (including, without limitation, foreclosure, condemnation, bankruptcy, administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), hearing, motion or application before any court or administrative body in relation to the Property or the lien and security interest granted or created hereby or herein, or for the recovery or protection of the Loan or the Property, or for the foreclosure of this Mortgage, or for the enforcement of the terms and conditions of the Loan Documents, Grantor shall indemnify, save, defend and hold Lenders and Agent harmless from and against any and all Losses incurred by Lenders and Agent on account thereof, and Grantor shall repay, on demand, all such Losses, together with interest thereon until paid at the lesser of either (a) the highest rate of interest then allowed by the Laws of the State, or, if controlling, the Laws of the United States, or (b) a rate equal to Default Interest; all of which sums, if unpaid, shall be added to and become a part of the Loan.

20. DEFAULT RATE. Any sums not paid when due, whether maturing by lapse of time or by reason of acceleration under the provisions of this Mortgage, and whether principal, interest or money owing for advancements pursuant to the terms of this Mortgage, shall bear interest until paid at the lesser of either (a) the highest rate of interest then allowed by the Laws of the State, or, if controlling, the Laws of the United States, or (b) a rate equal to Default Interest; all of which sums shall be added to and become a part of the Loan.

21. SAVINGS CLAUSE. Notwithstanding any provisions in the Notes or in this Mortgage to the contrary, the total liability for payments in the nature of interest, including but not limited to Default Interest and late payment charges, shall not exceed the limits imposed by the Laws of the State or, if controlling, the Laws of the United States, relating to maximum allowable charges of interest. Lenders shall not be entitled to receive, collect or apply, as interest on the Loan, any amount in excess of the maximum lawful rate of interest permitted to be charged by any Laws. In the event any of Lenders ever receives, collects or applies as interest any such excess, such amount which would be excessive interest shall be applied to reduce the unpaid principal balance of the Loan evidenced by the Notes. If the unpaid principal balance of such Loan has been paid in full, any remaining excess shall be forthwith returned to Grantor.

22. BANKRUPTCY, REORGANIZATION OR ASSIGNMENT. It shall be a default hereunder if Borrower or Grantor or any general partner or managing member of Borrower or Grantor shall: (a) elect to dissolve or liquidate its business organization or wind up its business affairs without receiving the prior written approval of Agent; (b) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (c) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due; (d) make a general assignment for the benefit of creditors;

(e) file a petition under or take advantage of any insolvency law; (f) file an answer admitting the material allegations of a petition filed against Borrower or Grantor or any general partner or managing member of Borrower or Grantor in any bankruptcy, reorganization or insolvency proceeding, or fail to cause the dismissal of such petition within thirty (30) days after the filing of said petition; (g) take action for the purpose of effecting any of the foregoing; or (h) if any order, judgment or decree shall be entered upon an application of a creditor of or Grantor or any general partner or managing member of Borrower or Grantor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of Borrower's or Grantor's assets or any of Borrower's or Grantor's general partner's or managing member's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

23. TIME IS OF THE ESSENCE; MONETARY AND NON-MONETARY DEFAULTS. It is understood by Grantor that time is of the essence hereof in connection with all obligations of Grantor herein and any of the other Loan Documents.

A "Default" shall be deemed to exist hereunder if:

(a) an Event of Default (as such term is defined under the Loan Agreement) shall be continuing; or

(b) Grantor breaches or defaults on any of the terms, covenants, conditions and agreements of this Mortgage; or in the event that each and every one of the terms, covenants, conditions and agreements set forth herein is not otherwise either duly, promptly and fully discharged or performed, and remains uncured for a period of thirty (30) days after Written Notice thereof has been delivered from Agent to Grantor, unless such default cannot be cured within said thirty (30) day period, in which event Grantor shall have a reasonable period of time to complete cure, provided that action to cure such default is promptly commenced within said thirty (30) day period, and Grantor is, in Agent's sole judgment, not diminishing or impairing the value of the Property, and is diligently pursuing a cure to completion, but in no event longer than ninety (90) days.

(c) [Intentionally Omitted]

(d) Intentionally Omitted]

(e) [Intentionally Omitted]

(f) Intentionally Omitted]

Upon the occurrence and during the continuance of a Default, at the option of Agent, the principal of and the interest accrued on the Loan and all other sums secured by this Mortgage and the other Loan Documents shall immediately become due and payable as if all of said sums of money were originally stipulated to be paid on such day. In addition, Lenders and /or Agent may avail themselves of all rights and remedies provided by law or equity, and may foreclose or prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or any of the other Loan Documents to the contrary notwithstanding. Except as required by the Loan Agreement, applicable Laws or this Mortgage,

Lenders and Agent shall have no obligation to give Borrower or Grantor notice of, or any period to cure any Default prior to exercising its rights, powers, privileges and remedies.

24. FORECLOSURE; OTHER REMEDIES. (a) Upon the occurrence of a Default, Agent may institute an action to foreclose this Mortgage as to the amount so declared due and payable, and thereupon the Property (or any portion thereof) shall be sold according to law to satisfy and pay the same, together with all costs, expenses and allowances thereof, including, without limitation, Reasonable Attorneys' Fees. The Property may be sold in one parcel, several parcels or groups of parcels, and Lenders and Agent shall be entitled to bid at the sale, and, if any of Lenders or Agent is the highest bidder for the Property or any part or parts thereof, such Lender or Agent shall be entitled to purchase the same. The failure or omission on the part of Lenders or Agent to exercise the option for acceleration of maturity of the Notes and foreclosure of this Mortgage following any Default as aforesaid or to exercise any other option or remedy granted hereunder to Lenders or Agent when entitled to do so in any one or more instances, or the acceptance by Lenders of partial payment of the Loan secured hereby, whether before or subsequent to any Default hereunder, shall not constitute a waiver of any such Default or the right to exercise any such option or remedy, but such option or remedy shall remain continuously in force. Acceleration of the maturity of the Notes, once claimed hereunder by Lenders, at the option of Lenders, may be rescinded by written acknowledgment to that effect by Lenders, but the tender and acceptance of partial payments alone shall not in any way either affect or rescind such acceleration of maturity, nor act as a waiver, accord and satisfaction, modification, novation or similar defense.

(b) In addition to the rights and remedies, contained in this Section, Lenders and Agent shall have all of the additional rights and remedies contained in this Mortgage including, without limitation, all of the state specific remedies set forth in Section 56 which shall be supplemental to, and not in derogation or limitation of the remedies set forth in this Section..

25. UCC REMEDIES. Upon the occurrence and during the continuation of a Default, Agent may exercise its rights of enforcement with respect to the Fixtures under the UCC, and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Written Notice mailed to Grantor as provided herein ten days prior to the date of public sale of the Fixtures or prior to the date after which private sale of the Fixtures will be made shall constitute reasonable notice;

(b) any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Fixtures hereunder as is required for such sale of the Mortgaged Property under power of sale;

(c) in the event of a foreclosure sale, whether made under the terms hereof, or under judgment of a court, the Fixtures and the Mortgaged Property may, at the option of Agent, be sold as a whole;

(d) it shall not be necessary that Agent take possession of the Fixtures or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Fixtures or any part thereof be present at the location of such sale;

(e) prior to application of proceeds of disposition of the Fixtures to the secured indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the Reasonable Attorneys' Fees and other legal expenses incurred by Lenders and Agent;

(f) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the indebtedness or as to the occurrence of any Default, or as to Lenders' having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Lenders and/or Agent, shall be taken as prima facie evidence of the truth of the facts so stated and recited;

(g) Agent may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Agent, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lenders and Agent; and

(h) this Mortgage covers Goods which are or are to become Fixtures related to the Real Property, and covers As-Extracted Collateral related to the Real Property. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed of record in the real estate records in the Office of the Judge of Probate of the County of the State where the Property (including said fixtures) is situated (the "County Recording Office"). This Mortgage shall also be effective as a financing statement with respect to all As-Extracted Collateral included within the Real Property (including, without limitation, all oil, gas, other minerals, and other substances of value which may be extracted from the earth and all accounts arising out of the sale at the wellhead or minehead thereof), and is to be filed for record in the real estate records of the County Recording Office. The mailing address of Grantor is set forth in Section 43 of this Mortgage and the address of Agent from which information concerning the security interest may be obtained is the address of Agent set forth in Section 43 of this Mortgage

26. PROTECTION OF LENDERS' SECURITY. At any time during the continuation of a Default hereunder, Agent, or Agent's agents or contractors, is authorized, without notice and in Agent's sole discretion, to enter upon and take possession of the Property or any part thereof, and to perform any acts which Agent deems necessary or proper to conserve the security interest herein intended to be provided by the Property, to operate any business or businesses conducted thereon, and to collect and receive all Rents thereof and therefrom, including those past due as well as those accruing thereafter.

27. APPOINTMENT OF RECEIVER. If, at any time after a Default hereunder, Agent deems, in Agent's sole discretion, that a receivership may be necessary to protect the Property or its Rents, whether before or after maturity of the Notes and whether before or at the time of or after the institution of foreclosure or suit to collect the Loan or to enforce this Mortgage or any of the other Loan Documents, Agent, as a matter of strict right and regardless of the value of the Property or the amounts due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, shall have the right, upon ex parte application and without notice to anyone, and by any court having jurisdiction, to the appointment of a receiver to take charge of, manage, preserve, protect and operate the Property, to collect the Rents thereof, to make all necessary and needful repairs, and to pay all taxes, assessments, insurance premiums and other such charges against and expenses of the Property, and to do such other acts as may by such court be authorized and directed, and after payment of the expenses of the receivership and the management of the Property, to apply the net proceeds of such receivership in reduction of the Loan or in such other manner as the said court shall direct notwithstanding the fact that the amount owing thereon may not then be due and payable or the said Loan is otherwise adequately secured. Such receivership shall, at the option of Agent, continue until full payment of all sums hereby secured or until title to the Property shall have passed by sale under this Mortgage. Grantor hereby specifically waives its right to object to the appointment of a receiver as aforesaid, and hereby expressly agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Agent.

28. RIGHTS AND REMEDIES CUMULATIVE; FORBEARANCE NOT A WAIVER. The rights and remedies herein provided are cumulative, and Lenders, as the holders of the Notes and of every other obligation secured hereby, may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting any right or remedy available to Lenders and/or Agent and without affecting or impairing the security of any right or remedy afforded hereby, and no enumeration of special rights or powers by any provisions hereof shall be construed to limit any grant of general rights or powers, or to take away or limit any and all rights granted to or vested in Lenders and/or Agent by law or equity. Grantor further agrees that no delay or omission on the part of Lenders and/or Agent to exercise any rights or powers accruing to it hereunder shall impair any such right or power, or shall be construed to be a waiver of any such Default hereunder or an acquiescence therein; and every right, power and remedy granted herein or by law or equity to Lenders and/or Agent may be exercised from time to time as often as Lenders and/or Agent deems expedient.

Agent may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Loan, in whole or in part, and in such portions and in such order as may seem best to Agent in its sole discretion, and any such action shall not be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisal, valuation, stay, extension or redemption, and Grantor, for Grantor and Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the

whole of the secured indebtedness and all rights to a marshaling of the assets of Borrower, and/or Grantor including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Agent under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of Agent under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

29. MODIFICATION NOT AN IMPAIRMENT OF SECURITY. Agent, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgages, deeds of trust, or other liens thereon, may release any part of the security described herein, or may release any person or entity liable for the Loan secured hereby without in any way affecting the priority of this Mortgage, to the full extent of the Loan remaining unpaid hereunder, upon any part of the security not expressly released. Lenders may, at its option and within Lenders' sole discretion, also agree with any party obligated on the Loan, or having any interest in the security described herein, to extend the time for payment of any part or all of the Loan, and such agreement shall not, in any way, release or impair this Mortgage, but shall extend the same as against the title of all parties having any interest in said security, which interest is subject to this Mortgage.

30. [Intentionally Omitted]

31. MODIFICATION NOT A WAIVER. In the event Lenders or Agent (a) releases, as aforesaid, any part of the security described herein or any person or entity liable for the Loan; (b) grants an extension of time for the payment of the Notes; (c) takes other or additional security for the payment of the Notes; or (d) waives or fails to exercise any rights granted herein, in the Notes, or any of the other Loan Documents, any said act or omission shall not release Grantor, subsequent purchasers of the Property or any part thereof, or makers, sureties, endorsers or guarantors of the Notes, if any, from any obligation or any covenant of this Mortgage, the Notes or any of the other Loan Documents, nor preclude Lenders and/or Agent from exercising any right, power or privilege herein granted or intended to be granted in the event of any other Default then made, or any subsequent Default.

32. TRANSFER OF PROPERTY OR CONTROLLING INTEREST IN GRANTOR; ASSUMPTION. Except as set forth in Section 38(b) hereof and/or the Loan Agreement, without the prior written consent of Agent, the sale, transfer, assignment or conveyance of all or any portion of the Property, or the transfer, assignment or conveyance of any interest in Grantor in violation of the Loan Agreement, whether voluntary or by operation of law, without the prior written consent of Agent, shall constitute a Default, and entitle Agent, at Agent's sole option, to accelerate all sums due on the Notes and any other Obligations secured hereby.

Grantor, or any subsequent owner of the Property or any portion thereof, shall do all things necessary to preserve and keep in full force and effect its and their legal existence, franchises, rights and privileges as a corporation, partnership or limited liability company, as the case may be, under the laws of the State of its formation and its right to own property and transact business in the State. It shall be a default hereunder if Grantor, or any subsequent owner of the Property or any portion thereof, shall amend, modify, transfer, assign or terminate the applicable governing documents for such entity, including its partnership agreement, certificate of partnership, operating agreement, articles of organization, regulations, articles of incorporation or bylaws, as the case may be (as applicable, the "Governing Documents"), of Grantor or such subsequent owner in violation of the Loan Agreement without the prior written consent of Agent. Grantor, or such subsequent owner of the Property, shall provide Agent with copies of any proposed amendment to its applicable Governing Documents, so that Agent may, in Agent's sole discretion, determine whether such amendment adversely affects Agent, the Property or the security value thereof.

Grantor shall not change its name or identity in any manner which may make any financing or continuation statement filed in connection with the Loan seriously misleading within the meaning of the UCC enacted in the State or change its jurisdiction of organization unless Grantor shall have delivered to Agent written notice thereof not less than thirty (30) days before the effective date of such change and shall have taken all action which Agent determines to be reasonably necessary or desirable to confirm and protect Agent's liens, security interests and rights under this Mortgage and the perfection and priority thereof.

In the event the ownership of the Property, or any part thereof, shall become vested in a person or entity other than Grantor, whether with or without the prior written consent of Agent, Agent may, without notice to Grantor, deal with such successor or successors in interest with reference to the Property, this Mortgage and the other Loan Documents, in the same manner and to the same extent as with Grantor without in any way vitiating or discharging Grantor's liability hereunder or under any of the Loan Documents. No sale, transfer or conveyance of the Property, no forbearance on the part of Lenders and/or Agent and no extension of time given by Lenders to Grantor for the payment of the Notes shall operate to release, discharge, modify, change or affect the original liability of Grantor, either in whole or in part, unless expressly set forth in writing executed by Agent. Notwithstanding anything contained herein to the contrary, Grantor hereby waives any right it now has or may hereafter have to require Lenders or Agent to prove an impairment of its security as a condition to the exercise of Agent's rights under this Section 32.

A sale, transfer, assignment or conveyance within the meaning of this Section shall be deemed to include, but not be limited to, (a) an installment sales agreement wherein Grantor agrees to sell the Property or any part thereof for a price to be paid in installments; (b) an agreement by Grantor leasing all or a substantial part of the Property for other than actual occupancy by a tenant under an Occupancy Lease or a sale, assignment or other transfer of, or the grant of a security interest in, Grantor's right, title and interest in and to any leases or any Rents; and (c) the voluntary or involuntary sale, conveyance, transfer or pledge of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise), or the creation or issuance of new stock, in each case, in violation of the Loan Agreement.

33. FURTHER ENCUMBRANCE PROHIBITED; SUBROGATION. So long as the Notes remains unpaid, Grantor shall not, either voluntarily or involuntarily, permit the Property or any part thereof to become subject to any secondary or subordinate lien, mortgage, deed of trust, security interest or encumbrance of any kind whatsoever without the prior written consent of Agent except in accordance with the Loan Agreement, and the imposition of any such secondary lien, mortgage, deed of trust, security interest or encumbrance without the approval of Agent shall constitute a Default hereunder. In the event all or any portion of the proceeds of the Loan are used for the purpose of retiring debt or debts secured by prior liens on the Property, Agent shall be subrogated to the rights and lien priority of the holder or holders of the lien or liens so discharged.

34. CONVEYANCE OF MINERAL RIGHTS PROHIBITED. Grantor agrees that the making of any oil, gas or mineral lease, or the sale or conveyance of any mineral interest or right to explore for minerals under, through or upon the Property, would impair the value of the Property, and that Grantor shall have no right, power or authority to lease the Property, or any part thereof, for oil, gas or other mineral purposes, or to grant, assign or convey any mineral interest of any nature, or the right to explore for oil, gas and other minerals, without first obtaining Agent's express written permission therefor, which permission shall not be valid until recorded in the County Recording Office. Grantor further agrees that if Grantor shall make, execute, or enter into any such lease or attempt to grant any such mineral rights without such prior written permission of Agent, then Lenders shall have the option, without notice, to declare the same to be a default hereunder, and to declare the Loan immediately due and payable in full. Whether or not Agent shall consent to such lease or grant of mineral rights, Agent shall receive the entire consideration to be paid for any such lease or grant of mineral rights, with the same to be applied to the Loan notwithstanding the fact that the amount owing thereon may not then be due and payable or that the Loan is otherwise adequately secured; provided, however, that the acceptance of such consideration shall in no way impair the lien of this Mortgage on the Property or cure any existing Monetary Default.

35. ESTOPPEL CERTIFICATION BY GRANTOR. Grantor, upon request of Agent therefor made either personally or by mail, but, if no Default has occurred and is then continuing, no more frequently than once every six (6) months, shall certify in writing to Agent (or any party designated by Agent), in a form satisfactory to Agent or such designee, the amount of principal and interest then outstanding under the terms of the Notes and any other sums due and owing under this Mortgage or any of the other Loan Documents, and whether any offsets or defenses exist against the Loan. Such certification shall be made by Grantor within 10 days if the request is made personally, or within twenty (20) days if the request is made by mail.

36. CROSS-DEFAULT. The Notes are also secured by the terms, conditions and provisions of the Assignment and, additionally, may be secured by contracts or agreements of guaranty or other security instruments. The terms, covenants, conditions and agreements of each security instrument shall be considered a part hereof as fully as if set forth herein verbatim. Any Default under this Mortgage or any of the other Loan Documents shall constitute a default hereunder and under each of the other Loan Documents. Notwithstanding the foregoing, the enforcement or attempted enforcement of this Mortgage or any of the other Loan Documents now or hereafter held by Agent shall not prejudice or in any manner affect the right of Lenders and/or Agent to enforce any other Loan Document; it being understood and agreed that Lenders

and Agent shall be entitled to enforce this Mortgage and any of the other Loan Documents now or hereafter held by any of them in such order and manner as they, in their sole discretion, shall determine.

37. [Intentionally Omitted]

38. ALTERATION, REMOVAL AND CHANGE IN USE OF PROPERTY PROHIBITED. Grantor covenants and agrees to permit or suffer none of the following without the prior written consent of Agent:

(a) Any demolition of the Improvements now or hereafter situated upon the Real Property; or

(b) The removal, transfer, sale or lease of the Property, except that the removal, replacement or substitution of fixtures, equipment, machinery, apparatus and articles of personal property (replacement or substituted items must be of like or better quality than the removed items in their original condition) encumbered hereby may be made in the normal course of business; or

(c) The use of any of the Improvements now or hereafter situated on the Real Property and related facilities for any purpose other than the Existing Use or other related uses which may be made of the Real Property in Borrower's ordinary course of business.

39. FUTURE ADVANCES SECURED. This Mortgage shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lenders. Upon the request of Borrower, and at Lenders' option prior to release of this Mortgage, Lenders may make future advances to Borrower. All future advances with interest thereon shall be secured by this Mortgage to the same extent as if such future advances were made on the date of the execution of this Mortgage unless the parties shall agree otherwise in writing, but the total secured indebtedness shall not exceed at any one time a maximum principal amount equal to the face amount of the Notes plus interest and costs of collection, including court costs and Reasonable Attorneys' Fees. Any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, with interest on such disbursements as provided herein, shall be added to the principal balance of the Notes and collected as a part thereof. To the extent that this Mortgage may secure more than one notes, a default in the payment of any such mortgage note shall constitute a default in the payment of all such notes.

40. EFFECT OF SECURITY AGREEMENT; FIXTURE FILING. Grantor agrees to, and shall upon the request of Agent, execute and deliver to Agent, in form and content satisfactory to Agent, such financing statements, descriptions of property and such further assurances as Agent, in Agent's sole discretion, may from time to time consider necessary to create, perfect, continue and preserve the lien and encumbrances hereof, and the security interest granted herein, upon and in the Property. Without the prior written consent of Agent, Grantor shall not create or suffer to be created, pursuant to the UCC, any other security interest in such real and personal property and fixtures described herein. Upon the occurrence and during the continuance of a Default, Agent shall have the remedies of a secured party under the UCC as

provided in Section 25, and at Agent's option, the remedies provided for in this Mortgage and the other Loan Documents. Agent, at the expense of Grantor, may cause such statements, descriptions and assurances, as herein provided in this Section 40, and this Mortgage, to be recorded and re-recorded, filed and refiled, at such times and in such places as may be required or permitted by law to so create, perfect and preserve the lien and encumbrance hereof upon all of the Property.

This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth below in this Section. Agent is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth below in this Section. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in the Witnesseth Sections of this Mortgage. Grantor represents and warrants to Agent that the record owner of the Mortgaged Property is shown on Exhibit B, and the organizational identification number of Grantor is Alabama D/C 022-962.

FIXTURE FILING: THIS MORTGAGE SHALL BE EFFECTIVE AS A FIXTURE FILING AND IS TO BE FILED IN THE COUNTY RECORDING OFFICE. FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE THE FOLLOWING INFORMATION IS FURNISHED:

(a) The name and address of the record owner of the Real Property described in this instrument is:

See Exhibit B

(b) the name and address of the debtor (Grantor) is:

Williamson Oil Co., Inc.
c/o MAPCO Family Centers, Inc.
830 Crescent Centre
Franklin, Tennessee 37067
Attention: Uzi Yemin, President

(c) the name and address of the secured party (as Agent for Lenders) is:

SunTrust Bank, a Georgia Corporation, in its capacity as Administrative Agent
201 Fourth Avenue North
Third Floor
Nashville, Tennessee 37219
Attention: Scott Corley or Anson Lewis

(d) Information concerning the security interest evidenced by this instrument may be obtained from the secured party (Agent) at its address above.

(e) This document covers goods which are or are to become fixtures.

41. [Intentionally Omitted]

42. SUCCESSORS AND ASSIGNS; TERMINOLOGY. The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, trustees, successors and assigns of Grantor, and shall inure to the benefit of Lenders, Agent and their respective successors and assigns. Where more than one Grantor is named herein, the obligations and liabilities of said Grantor shall be joint and several.

Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: (a) the word "Grantor" shall mean Grantor and/or any subsequent owner or owners of the Property; (b) the word "Lenders" shall mean Lenders or any subsequent holder or holders of the Notes secured by this Mortgage; and the word "Lender" shall mean any of Lenders; (c) the term "Agent" shall mean Agent and its successors and assigns; (d) the word "Notes" shall mean the Notes secured by this Mortgage; and (e) the word "person" shall mean an individual, trustee, trust, corporation, partnership, limited liability corporation, limited liability partnership, joint venture or unincorporated association. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lenders and/or Agent based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State. As used herein words of any gender shall include all other genders.

43. NOTICES. All notices, reports, requests or other written instruments required or permitted hereunder, shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by United States Express Mail or by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below or at such other address as shall be given in writing by any party to another ("Written Notice"):

If to Grantor: Williamson Oil Co., Inc.
c/o MAPCO Family Centers, Inc.
830 Crescent Centre
Franklin, Tennessee 37067
Attention: Uzi Yemin, President

With a copy to: Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, New York 10103
Attention: Andrew C. Freedman, Esq. and Mara Rogers

If to Agent: SunTrust Bank, a Georgia Corporation, in its capacity as
Administrative Agent,
201 Fourth Avenue North
Third Floor
Nashville, Tennessee 37219
Attention: Scott Corley or Anson Lewis

With a copy to: Stites & Harbison, PLLC
Suite 1800
424 Church Street
Nashville, Tennessee 37219
Attention: A. Stuart Campbell and Warren H. Wild, Jr.

44. GOVERNING LAW; WAIVER OF JURY TRIAL; SEVERABILITY. GRANTOR, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES HEREBY THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, AGAINST ANY OF LENDERS AND/OR AGENT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH ANY OF THE LOAN DOCUMENTS, THE LOAN OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LENDERS' AND AGENT'S DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDERS AND/OR AGENT), IN CONNECTION WITH THE LOAN OR THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, IN ANY COUNTERCLAIM WHICH ANY PARTY MAY BE PERMITTED TO ASSERT THEREUNDER, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL LENDERS AND/OR AGENT OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS OR OPPORTUNITY) AND BY ITS EXECUTION HEREOF, GRANTOR WAIVES ANY RIGHT TO CLAIM OR SEEK ANY SUCH DAMAGES. This Mortgage and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State, without regard to principles of conflicts of laws. The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Mortgage may be brought in a court of record in the State or in the courts of the United States of America located in such State, (b) consent to the non-exclusive jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. If any clauses or provisions herein contained operate, or would prospectively operate, to invalidate this Mortgage, then such clauses or provisions only shall be

held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

45. RIGHTS OF LENDERS AND AGENT CUMULATIVE. The rights of Lenders and /or Agent arising under the terms, covenants, conditions and agreements contained in this Mortgage shall be separate, distinct and cumulative, and none of them shall be in exclusion of the others. No act of any Lender or Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions, anything herein or otherwise to the contrary notwithstanding. If Grantor is comprised of more than one person or entity, then the liability of each such person and entity hereunder shall be joint and several.

46. MODIFICATIONS. This Mortgage cannot be changed, altered, amended or modified except by an agreement in writing and in recordable form, executed by both Grantor and Agent.

47. [Intentionally Omitted]

48. [Intentionally Omitted]

49. LENDERS AND AGENT ARE NOT JOINT VENTURERS OR PARTNERS. Grantor, Lenders and Agent acknowledge and agree that in no event shall any Lenders or Agent be deemed to be a partner or joint venturer with Grantor or any member of Grantor. Without limitation of the foregoing, none of Lenders or Agent shall be deemed to be a partner or joint venturer on account of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the indebtedness secured hereby, or otherwise.

50. CAPTIONS. The captions set forth at the beginning of the various Sections of this Mortgage are for convenience only, and shall not be used to interpret or construe the provisions of this Mortgage.

51. TRADING WITH THE ENEMY ACT. Neither the making of the Loan to Grantor (or the use of its proceeds) nor the execution of any of the Loan Documents will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. In addition, Grantor warrants, represents and covenants that neither Borrower, any Guarantor (as such term is defined in the Loan Documents) or Indemnitor nor any of their respective affiliated entities is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designed National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO 13224, or (iv) who is otherwise affiliated with any entity or person listed in subparts (i) – (iv) above (any and all parties or persons described in subparts [i] – [iv] above are herein referred to as a "Prohibited Person"). Grantor covenants and

agrees that neither Borrower, any Guarantor or Indemnitor nor any of their respective affiliated entities will (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Grantor further covenants and agrees to deliver (from time to time) to Agent any such certification or other evidence as may be requested by Agent in its sole and absolute discretion, confirming that (i) neither Borrower, any Guarantor nor Indemnitor is a Prohibited Person and (ii) neither Borrower, any Guarantor nor Indemnitor has engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

52. REPLACEMENT DOCUMENTS. Upon receipt of an affidavit of an officer of Agent as to the loss, theft, destruction or mutilation of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Notes or other Loan Document, Borrower or Grantor, as applicable, at its expense, will issue, in lieu thereof, a replacement Notes or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Notes or other Loan Document in the same principal amount thereof and otherwise of like tenor.

53. SOLE DISCRETION OF AGENT. Wherever pursuant to this Mortgage Agent exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Agent, the decision of Agent to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Agent and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

54. CONFLICT. If there is any conflict between the provisions of this Mortgage and the provision of the Loan Agreement, the provisions of the Loan Agreement shall govern and control; provided, however, that any provision of this Mortgage that is supplemental to and not in direct contradiction of an express provision of the Loan Agreement shall be construed to be supplemental and shall be enforceable in accordance with its terms.

55. NO MERGER. The acquisition by Grantor of any fee interest or other greater estate in any Real Property in which Grantor previously had only a leasehold interest shall not extinguish the leasehold interest by merger unless this Mortgage shall, ipso facto, become a mortgage on the fee estate or other greater estate so acquired without any further grant of an additional mortgage upon such fee estate or other greater estate. Acquisition of the Property by Agent shall not effect a merger of this Mortgage, which shall not be released except by a Release of Lien executed by Agent and filed in the appropriate public register's office.

56. SPECIAL STATE PROVISIONS.

(a) BOND; INVENTORY. Agent shall not be required to make bond, oath or file an inventory.

(b) DATE OF AGREEMENT. The date of this Mortgage is intended as a date for the convenient identification of this Mortgage and is not intended to indicate that this Mortgage was executed and delivered on that date.

(c) REMEDIES CUMULATIVE. The rights, powers and remedies of Lenders and/or Agent under this Mortgage are cumulative and not exclusive of any other rights, powers or remedies now or hereafter existing at law or in equity.

(d) REASONABLE ATTORNEY'S FEES. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by any Lender and/or Agent based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State where the Real Property is located.

(e) DEFEASANCE. This Agreement is made upon the condition that if (i) all of the Obligations, including all future advances and other future indebtednesses, obligations and liabilities included therein) are paid in full, and (ii) Grantor or its affiliate reimburses Lenders for all amounts any Lender has paid in respect of prior mortgages, insurance premiums, repairing or maintaining the Property, performing Grantor's obligations under any lease related to the Real Property, performing Grantor's obligations under Section 3 with respect to environmental matters, and any other advancements hereunder, and interest thereon, and (iii) Grantor fulfills all of Grantor's other obligations under this Mortgage and the other Loan Documents, and (iv) Lenders have no obligation to extend any further credit to or for the account of Grantor under any of the Loan Documents and there is in existence no contingent liability of Grantor that is secured by this Mortgage, and (v) any other conditions set forth in this Mortgage and the other Loan Documents are fulfilled, this conveyance shall be null and void upon the filing by Agent of the written instrument of termination described in Section 56(f).

(f) TERMINATION. This Mortgage and Agent's liens and security interests in the Property under this Mortgage will not be terminated until a written mortgage satisfaction instrument executed by one of Agent's officers is filed of record in the County Recording Office in which any Real Property to be released from the lien and security interest evidenced by this Mortgage is located. Except as otherwise expressly provided in this Mortgage, no satisfaction of this Mortgage shall in any way affect or impair the representations, warranties, agreements or other obligations of Grantor or the powers, rights and remedies of Agent or Lenders under this Mortgage with respect to any transaction or event occurring prior to such satisfaction, all of which shall survive such satisfaction. Even if all of the Obligations owing to Lenders at any one time should be paid in full, this Mortgage will continue to secure any Obligations that might later be owed to Lenders until such mortgage satisfaction instrument has been executed and recorded. In no event shall Agent be obligated to satisfy its liens and security interests under this Mortgage or return or release any of the Property to Grantor i) until the payment in full of all Obligations then outstanding, ii) if Lenders are obligated to extend credit to Grantor under any of the Loan Documents, iii) if any contingent obligation of Grantor to any Lender remains outstanding or iv) until the expiration of any period for

avoiding or setting aside any payment to any Lender under bankruptcy or insolvency laws.

(g) POSSESSION AND OPERATION OF PROPERTY. Without limiting the foregoing, upon the occurrence and during the continuation of a Default, Agent may, in addition to its other remedies, accelerate the Obligations secured hereby and if any such default exists, in addition to all other rights herein conferred on Lenders and/or Agent, Lenders and/or Agent (or any person designated by Lenders and/or Agent) may, but will not be obligated to, 1) enter upon the Real Property and take possession of any or all of the Property without being guilty of trespass or conversion, exclude Grantor therefrom, and hold, use, administer, manage and operate the same to the extent that Grantor could do so, without any liability to Grantor resulting therefrom; 2) collect, receive and receipt for all proceeds accruing from the operation and management of the Property; 3) make repairs and purchase needed additional property; 4) insure or reinsure the Property; 5) maintain and restore the Property; 6) prepare the Property for resale, lease or other disposition; 7) have furnished to the Property utilities and other materials and services used on or in connection with the Property; and 8) exercise every power, right and privilege of Grantor with respect to the Property.

(h) JUDICIAL PROCEEDINGS; RIGHT TO RECEIVER. Without limiting the foregoing, upon the occurrence and during the continuation of a Default, Lenders, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on and security interest in the Property, to sue Grantor for damages on account of said default, for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Lenders and/or Agent shall be entitled, as a matter of right (upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the extent required by law), to the appointment by any competent court or tribunal, without notice to Grantor or any other party, of a receiver of the rents, issues, profits and revenues of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary.

(i) POWER OF SALE. In addition to the other rights and remedies of Agent and Lenders as set forth herein, and without limiting any other provision of this Mortgage, upon the occurrence and during the continuation of a Default, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Agent shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Agent may from time to time elect to sell) under the power of sale which is hereby given to Agent, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Real Property to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Real Property to be sold, by publication in some newspaper published in the county or counties in which the Real Property to be sold is located. If there is Real Property to be sold in more than one county, publication shall be made in all counties where the Real Property to be sold is located, but if no newspaper is published in any

such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Lenders and/or Agent may bid at any sale held under this Mortgage and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Grantor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Agent, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Obligations shall have been paid in full and this Mortgage shall have been terminated as provided herein.

(j) PERSONAL PROPERTY AND FIXTURES. Without limiting the foregoing, upon the occurrence and during the continuation of a Default, Lenders and/or Agent shall have with respect to the UCC Property all rights and remedies of a secured party under the Alabama Uniform Commercial Code, including the right to sell it at public or private sale or otherwise dispose of, lease or use it, without regard to preservation of the UCC Property or its value and without the necessity of a court order. At Agent's request, Grantor shall assemble the UCC Property and make it available Agent at any place designated by Agent. To the extent permitted by law, Grantor expressly waives notice and any other formalities prescribed by law with respect to any sale or other disposition of the UCC Property or exercise of any other right or remedy upon Default. Grantor agrees that Agent may sell or dispose of both the Real Property and the UCC Property in accordance with the rights and remedies granted under this Mortgage with respect to Real Property.

(k) RENTS AND LEASES. Without limiting the foregoing, upon the occurrence and during the continuation of a Default, Agent, at its option, shall have the right, power and authority to terminate any license granted to Grantor to collect the rents, profits, issues and revenues of the Real Property, whether paid or accruing before or after the filing of any petition by or against Grantor under the federal Bankruptcy Code, and, without taking possession, in Agent's own name to demand, collect, receive, sue for, attach and levy all of such rents, profits, issues and revenues, to give proper receipts, releases and acquittances therefor, and to apply the proceeds thereof as set forth in Section 56 (m).

(l) FORECLOSURE DEEDS. To the extent permitted by applicable law, Grantor hereby authorizes and empowers Agent or the auctioneer at any foreclosure sale had hereunder, for and in the name of Grantor, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(m) ORDER OF APPLICATION OF PROCEEDS. All payments received by Agent as proceeds of any of the Property, as well as any and all amounts realized by Agent in connection with the enforcement of any right or remedy under this Mortgage, shall be applied by Agent as follows: i) to the payment of all expenses incident to the exercise of any remedies under this Mortgage, including Reasonable Attorneys' Fees and disbursements as provided in the Loan Documents, appraisal fees, environmental site assessment fees, title search fees and foreclosure notice costs, ii) to the payment in full of any of the Obligations that are then due and payable (including principal, accrued interest and all other sums secured hereby) in such order as Agent may elect in its sole discretion, iii) to a cash collateral reserve fund to be held by Agent in an amount equal to, and as security for, any of the Obligations that are not then due and payable, and iv) the remainder, if any, shall be paid to Grantor or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(n) MULTIPLE SALES. Without limiting the foregoing, upon the occurrence and during the continuation of a Default, Agent shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Mortgage, but without declaring the whole Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Mortgage shall remain in full force and effect as though no sale had been made under this Section. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Obligations without exhausting the power of foreclosure and the power to sell the Property for any other part of the Obligations, whether matured at the time or subsequently maturing.

(o) WAIVER OF CERTAIN LAWS. Grantor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for v) any appraisalment before sale of any portion of the Property (commonly known as appraisalment laws), or vi) any extension of time for the enforcement of the collection of the Obligations or any creation or extension of a period of redemption from any sale made in collecting the Obligations (commonly known as stay laws and redemption laws). Grantor also waives any and all rights Grantor may have to a hearing before any Governmental Authority prior to the exercise by Lenders and/or Agent of any of its rights or remedies under the Loan Documents and applicable law.

(p) PREREQUISITES OF SALES. In case of any sale of the Property as authorized by this Section, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Mortgage to be executed as of the day and year first above written by its duly authorized President on the date of the acknowledgment of Grantor's signature below.

Grantor:

WILLIAMSON OIL CO., INC.,
an Alabama corporation

By: _____

Name: Uzi Yemin

Title: President

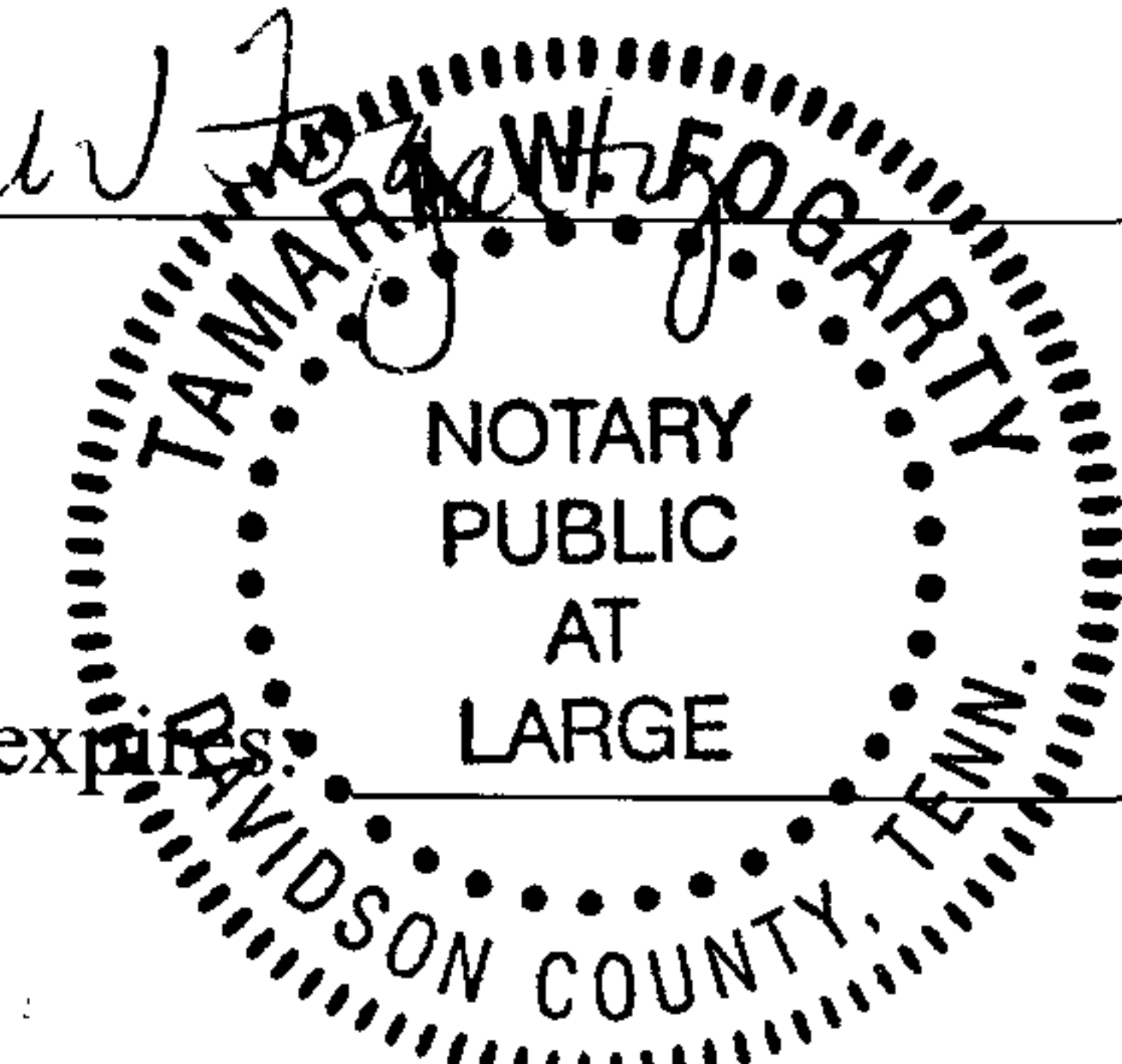
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Uzi Yemin, whose name as President of WILLIAMSON OIL CO., INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal this the 29th day of April, 2004.

Tamara W. Fogarty
Notary Public

[AFFIX SEAL]

My commission expires: _____



My Commission Expires 9-22-07

EXHIBIT A

Legal Description

The following described real estate lying and being situated in DeKalb County, Alabama.

Commencing an iron pipe at the intersection of the northeasterly ROW line of 22nd Street SE (40' ROW) with the southeasterly ROW line of Alabama Great Southern Railroad Company main tract between Birmingham, Alabama and Chattanooga, Tennessee; said pipe being 50' southeastwardly from, as measured at a right angle to the center line of said main tract; thence run N 40 deg. 48' 00" E., along said railroad ROW line being at all points 50' southeastwardly from as measured at right angles to said centerline for 1,647.40 ft., more or less, to an iron pipe at the point of curvature; thence continue along said southeasterly ROW line of said railroad as it curves to the left (radius 5,594.40 ft., chord N 38 deg. 32' 30" E., for 441.10 feet.); being at all points 50 ft. southeastwardly from, as measured radially to said centerline, an arc distance of 441.20 ft. for a point of beginning.

Thence continue with said railroad ROW and curve to the left for an arc distance of 100.70 ft.; thence continuing along said southeasterly ROW line of said railroad, run N 35 deg. 15' 00" E., for 435.70 ft., more or less, to an iron pipe at the intersection of the southeasterly ROW line of said railroad with the southwesterly ROW line of 16th Street SE (50' ROW), said pipe being 50 ft. southeastwardly from, as measured at a right angle to said centerline of said main tract; thence run S 52 deg. 20' 00" E., along the southwesterly ROW line of 16th Street SE, for 300.30 ft., more or less, to the center pin of the base of a broken triangular monument, said broken monument being marked "AGS Property Line"; thence run S 35 deg. 15' 00" W., along a line that is parallel to and at all points 350 ft. southeastwardly from, as measured at right angles to said centerline of said main tract for 423.00 ft., more or less, to an iron pipe located at the point of curvature; thence continuing along said parallel line as it curves to the right (radius 5,894.40 ft.) for an arc distance of 121.70 ft., thence run N 50 deg. 51' 00" W., radially to said curve for 300.10 ft. to the point of beginning.

Said property is lying in and being a part of the SE ¼ of the SW ¼ and the NE ¼ of the SW ¼ of Section 18, Township 7 South, Range 9 East of the Huntsville Meridian, Fort Payne, DeKalb County, Alabama.

Site #003

A tract or parcel of land in the NW 1/4 of the NW 1/4 of Section 29, and the NE 1/4 of the NE 1/4 of Section 30, all in Township 15 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at an existing iron marking the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00° 55' W, along the east line of said Lot 7 a distance of 149.55 feet to an existing iron marking the NE Corner of said Lot 7; thence S 89° 57' W a distance of 173.24 feet to an existing iron; thence N 42° 07' E a distance of 228.80 feet to a point on the southwesterly ROW line of U. S. Highway No. 431; thence S 45° 44' E along the southwesterly ROW line of U. S. Highway No. 431 a distance of 399.18 feet to an existing spike; thence S 41° 55' W along a flare in the ROW of U. S. Highway No. 431 a distance of 69.73 feet to an existing spike; thence S 89° 35' W along the north line of a flare in the ROW line of U. S. Highway No. 431 a distance of 137.22 feet to an existing spike; thence N 00° 25' W along the ROW a distance of 13.32 feet to a point on the north ROW line of 43rd Street; thence S 89° 26' W along the north ROW line of 43rd Street a distance of 79.90 feet to the point of beginning located in the NW 1/4 of the NW 1/4 of Section 29, and the NE 1/4 of the NE 1/4 of Section 30, all in Township 15 South, Range 8 East, Huntsville

Meridian, Calhoun County, Alabama..

LESS AND EXCEPT THE FOLLOWING:

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 29, and in the NE 1/4 of the NE 1/4 of Section 30, all in Township 15 South, Range 8 East, being more particularly described as follows:

Beginning at an existing iron marking in the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00° 55' W along the east line of said Lot 7 a distance of 149.55 feet to an existing iron marking the NE Corner of said Lot 7; thence S 89° 57' W a distance of 173.24 feet to an existing iron; thence N 42° 07' E a distance of 228.80 feet to a point on the southwesterly ROW line of U. S. Highway No. 431; thence S 45° 44' E along the southwesterly ROW line of U. S. Highway No. 431 a distance of 168.58 feet; thence S 00° 04' W and along a line that runs parallel to and a distance of 32.0 feet east of the east side of the sidewalk of the existing shopping center building a distance of 213.71 feet to a point on the north line of a flare in the ROW of U. S. Highway No. 431; thence S 89° 35' W along said line 18.42 feet to an existing spike; thence N 00° 25' W along a ROW change 13.32 feet; thence S 89° 26' W along the north line of 43rd Street a distance of 79.90 feet to the point of beginning.

Situated, lying and being in Calhoun County, Alabama.

Site #004

The following described real estate lying and being situated in Calhoun County, Alabama.

Lot 1, Block 1, as shown on the map of Lyncoya Subdivision as recorded in the Office of the Probate Judge of Calhoun County, Alabama in Plat Book "O", Page 23.

This is a correction deed, the purpose of which is to correct the name of the Grantee with regard to a deed heretofore executed by Grantors herein to Grantee herein on the 18th day of August, 1982, said deed being recorded in the Calhoun County Probate Office at Book 1564, Page 486.

Site #057

The following described real estate lying and being situated in DeKalb County, Alabama.

Lot Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Block 30 of the Second Extension to the Davis Highlands Addition to the City of Fort Payne, DeKalb County, Alabama, according to a plat of said addition recorded in Plat Book 5, Page 47, in the Office of the Judge of Probate of DeKalb County, Alabama.

PARCEL ONE:

A tract or parcel of land containing 0.1288 acres, more or less, located in the City of Weaver, Alabama, as shown on the Plan of Weaver City, recorded in Plat Book B at Page 39 in the Probate Office of Calhoun County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the intersection of the east ROW line of the Southern Railroad and the south ROW line of Main Street as shown on the Plan of Weaver City, as recorded in Plat Book B at Page 39 in the Probate Office of Calhoun County, Alabama; thence in an easterly direction along the south ROW line of Main Street, a distance of 309.4 ft. to the point of beginning of the hereafter described parcel of land; thence southerly with a deflecting angle to the right of 82 deg. 22', a distance of 78.53 ft.; thence in an easterly direction with a deflecting angle to the left of 116 deg. 39', a distance of 19.0 ft.; thence in an easterly direction with a deflecting angle to the right of 12 deg. 04', a distance of 73.5 ft. to a spike in the pavement; thence easterly with a deflecting angle to the left of 10 deg. 51', a distance of 27.2 ft. to an existing iron on the west line of Anniston-Weaver Road; thence northwesterly with a deflecting angle to the left of 100 deg. 12', a distance of 33.65 ft. to an existing spike on the south ROW line of Main Street; thence northwesterly with a deflecting angle to the left of 46 deg. 44', along the south ROW line of Main Street, a distance of 93.9 ft. to the point of beginning, containing 0.1288 acres of land, more or less, located in the City of Weaver, Calhoun County, Alabama.

PARCEL TWO:

A tract or parcel of land containing 0.588 acres, more or less, located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 14 South, Range 8 East, Calhoun County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the SE Corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 14 South, Range 8 East; thence S 88 deg. 08.4' W., along the south line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 573.10 ft. to a point on the westerly ROW line of the old Anniston-Jacksonville highway; thence N 22 deg. 57' E., along the westerly ROW line of said highway, a distance of 161.74 ft. to the point of beginning of the hereafter described parcel of land; thence N 59 deg. 15' W., a distance of 90.91 ft. to a point on the southeasterly ROW line of Alabama Highway No. 21; thence N 30 deg. 45' E., along the southeasterly ROW line of Alabama Highway No. 21, a distance of 405.63 ft.; thence S 58 deg. 52' E., along the southerly line of a flare in the ROW of Alabama Highway No. 21, a distance of 35.37 ft. to a point on the northwesterly ROW line of the old Anniston-Jacksonville Highway; thence S 22 deg. 57' W., along the northwesterly ROW line of the old Anniston-Jacksonville Highway, a distance of 409.18 ft. to the point of beginning, containing 0.588 acres of land, located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 14 South, Range 8 East, Calhoun County, Alabama.

PARCEL THREE:

A tract or parcel of land containing 1.4279 acres, more or less, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East of the Huntsville Meridian, Calhoun County, Alabama, more particularly described as follows:

Beginning at an existing iron marking the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00 deg. 55' W., along the east line of said Lot 7, a distance of 149.55 ft. to an existing iron marking the NE Corner of said Lot 7; thence S 89 deg. 57' W., a distance of 173.24 ft. to an existing iron; thence N 42 deg. 07' E., a distance of 228.80 ft. to a point on the southwesterly ROW line of U.S. Highway No. 431; thence S 45 deg. 44' E., along the southwesterly ROW line of U.S. Highway No. 431, a distance of 399.18 ft. to an existing spike; thence S 41 deg. 55' W., along a flare in the ROW of U.S. Highway No. 431, a distance of 69.73 ft. to an existing spike; thence S 89 deg. 35' W., along the north line of a flare in the ROW line of U.S. Highway No. 431, a distance of 137.22 ft. to an existing spike; thence N 00 deg. 25' W., along the ROW, a distance of 13.32 ft. to a point on the north ROW line of 43rd Street; thence S 89 deg. 26' W., along the north ROW line of 43rd Street, a distance of 79.90 ft. to the point of beginning, containing 1.4279 acres of land, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East, Huntsville Meridian, Calhoun County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

0.9521 acres of land, more or less, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, all in Township 15 South, Range 8 East, being more particularly described as follows:

Beginning at an existing iron marking the SE Corner of Lot 7 of Block 1 of the Irene Fleming Subdivision, recorded in Plat Book "J" at Page 50 in the Probate Office of Calhoun County, Alabama, said point also being on the north ROW line of 43rd Street (Alabama Street); thence N 00 deg. 55' W., along the east line of said Lot 7, a distance of 149.55 ft. to an existing iron marking the NE Corner of said Lot 7; thence S 89 deg. 57' W., a distance of 173.24 ft. to an existing iron; thence N 42 deg. 07' E., a distance of 228.80 ft. to a point on the southwesterly ROW line of U.S. Highway No. 431; thence S 45 deg. 44' E., along the southwesterly ROW line of U.S. Highway No. 431, a distance of 168.58 ft.; thence S 00 deg. 04' W., and along a line that runs parallel to and a distance of 32.0 ft. east of the east side of the sidewalk of the existing shopping center building, a distance of 213.71 ft. to a point on the north line of a flare in the ROW of U.S. Highway No. 431; thence S 89 deg. 35' W., along said line, 18.42 ft. to an existing spike; thence N 00 deg. 25' W., along a ROW change, 13.32 ft.; thence S 89 deg. 26' W., along the north line of 43rd Street, a distance of 79.90 ft. to the point of beginning.

The above described tract (0.9521 acre) being subject to the covenants, burdens, and benefits as are recorded in warranty deeds from Eastwind, Inc., to J.C. Robinson (one-half interest) and to Michael D. and Deborah A. Wolf (one-half interest); said deeds being dated February 20, 1991, and recorded in Deed Book 1802 at Page 291 and Deed Book 1802 at Page 285, respectively, in the Office of the Judge of Probate of Calhoun County, Alabama.

Site 102

Property located in Calhoun County, Alabama, described as follows:

Lot 1 of the Rearrangement of Lots 1 and 12 of the Rearrangement of Jacksonville Commercial Park Subdivision and a Rearrangement of Lot 1 of Henry Farm Subdivision, according to the plat as recorded in Plat Book DD at page 23 in the office of the Probate Judge of Calhoun County, Alabama.

Situated, lying and being in Calhoun County, Alabama.

SITE NO. 103

The following described real estate lying and being situated in Calhoun County, Alabama.

A parcel of property in Block 14 as shown on the Plat of S.E. Boozer Farm recorded in the Probate Office of Calhoun County, Alabama at Plat Book D, Page 29, situated in Calhoun County, Alabama, more particularly described as follows: Begin at the intersection of the public right of way and the South line of Lot 8 in said Block; thence east along the south line of Lot 8 & 7, 120 feet to a point; thence north parallel to the west line of said Lot 7 to the north line of Lot 7; thence northwesterly 80 feet, more or less, to the intersection of the east line of Lot 11 and the public street; thence southwesterly along the public right of way 120 feet, more or less, to a point; thence southerly along the public right of way 125 feet more or less, to the point of beginning.

The following described real estate lying and being situate in Calhoun County, Alabama described as follows:

Beginning on the South line of the Anniston Homestead and Fruit Growers Association Lot No. 3014, as recorded in the Office of the Probate Judge of Calhoun County, Alabama which is the point of beginning, being where said South line of Lot 3014 intersects the Easterly line of Highway 431; thence in a Northwesterly direction along right-of-way of said 431 to the North line of said Lot 3014; thence East along the North line of said Lot 3014, 414 feet to the East line of No. 3014, to a paved road; thence South along the right-of-way of said road to the Southeast corner of the said Lot 3014, about 323 feet; thence West along the south line of said Lot 3014, 126.9 feet to the point of beginning, all in the NE 1/4 of the NE 1/4 of Section 30, and the NW 1/4 of the NW 1/4 of Section 29, Township 15, Range 8 East, in Calhoun County, Alabama.

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate in Calhoun County, Alabama, lying and being described as follows:

Commence at a 1" crimp top pipe in place being accepted as the Northeast corner of Section 15, Township 16 South, Range 8 East, Calhoun County, Alabama; thence proceed North 88°01'58" West along the North boundary of said section for a distance of 1306.61 feet to an angle iron in place accepted as the Northeast corner of the Northwest one-fourth of the Northeast one-fourth of said Section 15; thence continue North 88°01'58" West along the North boundary of said Quarter-Quarter Section for a distance of 898.42 feet; thence proceed South 02°14'54" East for a distance of 130.10 feet to a 1½" pipe in place, said point being located on the Southerly right-of-way of Calhoun County Road No. 22 (Choccolocco Road) and being the point of beginning. From this beginning point continue South 02°14'54" East for a distance of 157.47 feet to a 1½" pipe in place; thence proceed North 89°47'51" West for a distance of 349.32 feet to a 1" rebar in place, said point being located on the Easterly right-of-way of Calhoun County Road No. 81 (Golden Springs Road); thence proceed North 02°15'30" East along the Easterly right-of-way of said Golden Springs Road for a distance of 220.54 feet to its point of intersection with the Southerly right-of-way of said Choccolocco Road; thence proceed South 79°07'31" East along the Southerly right-of-way of said Choccolocco Road for a distance of 340.57 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northeast one-fourth of Section 15, Township 16 South, Range 8 East, Calhoun County, Alabama

Site 108

The following described real estate lying and being situated in Calhoun County, Alabama.

Lot in Jacksonville, Alabama described as beginning at the Northeast corner of the intersection of South Pelham Road and James Street, thence North $02^{\circ} 00'$ West along the East line of said South Pelham Road 81 feet, thence North $01^{\circ} 54'$ West along South Pelham Road 75 feet to an iron stake, thence South $89^{\circ} 53'$ East 159.9 feet to an iron stake, thence South $00^{\circ} 03'$ West 150 feet to an iron stake on the North Line of James Street, thence South $87^{\circ} 57'$ West 159.0 feet to the point of beginning. Situated in Calhoun County, Alabama.

The following described real estate lying and being situated in Talladega County, Alabama.

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 17 South, Range 6 East and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 17 South, Range 6 East, Talladega County, Alabama, being more particularly described as follows: Begin at the intersection of the Easterly right of way line of Talladega County Road No. 93 and the Southerly right of way line of Interstate Highway No. 20, said point being 125.0 feet Southeasterly of and radial to the centerline of Talladega County Road No. 93 at Station 16 + 44.74, thence North 84° 44' 30" East along the Southerly right of way line of Interstate Highway No. 20 for 1344.10 feet to a point that is 200.0 feet Southwesterly of the centerline of said Highway at Station 975 + 00.00; thence to the right with an interior angle of 161° 02' 37" and run South 76° 03' 37" East along said right of way line of Interstate Highway No. 20 for 549.04 feet to the East Boundary line of the W. H. Wallace property; thence to the right with an interior angle of 101° 05' 58" and run South 10° 23' 23" West along said property line for 225.84 feet to a point on the North right of way line of a County Service Road; thence to the right with an interior angle of 91° 02' 23" and run West along said right of way line of said Service Road for 1953.0 feet to a point that is 30.0 feet North of the centerline of said Service Road at Station 3 + 88.9; thence to the right with an interior angle of 108° 03' 37" and run North 18° 03' 37" West along said right of way line of said Service Road for 103.46 feet to a point on the Easterly right of way line of Talladega County Road No. 93; said point being 125.0 feet Southeasterly of and radial to the centerline of said Talladega County Road No. 93 at Station 14 + 87.30 and said point also being on a curve to the left having a radius of 1762.28 feet and a central angle of 5° 45' 22"; thence to the right with an interior angle of 116° 02' 19" as measured from tangent to said curve; thence run along the arc of said curve and along said right of way line of County Road No. 93 for 180.79 feet to the point of beginning.

All that tract or parcel of land located in Calhoun County, Alabama being more particularly described as follows:

0.98 acres described as commencing at the point of intersection of the east line of Ala. Hwy. 9 and the South line of Shady Grove Road; thence run S - 07 - 33 - E along the East line of said Hwy. No. 9 - 265.5 feet; thence run S - 06 - 35 - E along said East line 221.8 feet to the point of beginning of the herein described property; thence continue S - 06 - 35 - E along said East line 110.0 feet to the point of flairout of the Northeast intersection of said Hwy. No. 9 and U. S. Hwy. No. 278; thence run S - 54 - 26 - E along the North line of said flairout 120.0 feet; thence run N - 70 - 48 - E along the North line of said U. S. Hwy. No. 278 along a curve in the right a chord distance of 225.0 feet; thence leaving said Hwy. run N - 46 - 40 - W 200.2 feet; thence run S - 79 - 41 - W 180.0 feet to the point of beginning.

Said property being situated in part of Fractional Sec. 32, T-12-S, R-10-E and part of the NE 1/4 - NW 1/4 of Sec. 5, T-13-S, R-10-E, in the Town of Piedmont, Alabama.

And also that easement described as:

0.06 acres, more or less, for the purpose of ingress and egress to U.S. Hwy. No. 278, said property being more particularly described as follows: Commence at the point of intersection of the East line of Ala. Hwy. No. 9 and the South line of Shady Grove Rd., thence run S-07-33-E along the East line of said Hwy. No. 9 265.5 ft.; thence run S-06-35-E along said East line 221.8 ft. to the Northwest corner of the Rainbow Marketplace, L.L.C., lot; thence continue S-06-35-E along said East line of Hwy. No. 9 and said Rainbow Marketplace, L.L.C., lot 110.0 ft. to the point of flairout of the Northeast intersection of said Hwy. No. 9 and U.S. Hwy. No. 278; thence run S-54-26-E along said Rainbow Marketplace, L.L.C., lot and the North line of said flairout 120.0 ft.; thence run Easterly along the North line of said U.S. Hwy. No. 278 along a curve to the right a chord distance of 225.0 ft. to the Southeast corner of said Rainbow Marketplace, L.L.C., lot and the point of beginning of the herein described easement; thence continue Easterly along said North line of U.S. Hwy. No. 278 65.0 ft.; thence leaving said Hwy run North 25.0 ft. to a point on the North line of a 25 ft. frontage road for the Morrow Corners Shopping Center; thence run West along the North line of said frontage road 52.0 ft.; thence run Northwesterly along said North line of said frontage road 34.0 ft.; thence run Westerly parallel with the North line of said U.S. Hwy. No. 278, 28.18 ft. to a point on the East line of said Rainbow Marketplace, L.L.C., lot; thence run S-46-40-E along said East line 60.0 ft. to the point of beginning. Said property being situated in the NE-NW of Sec. 5, T-13-S, R-10-E, in the Town of Piedmont, Calhoun County, Ala.

Site #113

The following described real estate lying and being situated in Calhoun County, Alabama:

Beginning at the Northeast corner of Lot 1, L.O. Pilkington's Subdivision; thence South 59 degrees and 57 minutes West along the South right of way of Highway #202 a distance of 122.00 feet to the true point of beginning; thence continue South 59 degrees and 57 minutes West 59.06 feet; thence South 28 degrees and 40 minutes West along the East right of way of Bynum By-Pass 75.0 feet; thence South 13 degrees and 06 minutes East along said right of way 117.24 feet; thence North 67 degrees and 30 minutes East 120.79 feet; thence North 17 degrees and 30 minutes West 171.66 feet to the point of beginning, containing 0.4083 acres. Less and except any right of way for new Bynum By-Pass. Situated in Calhoun County, Alabama.

Site #114

The following described real estate lying and being situated in Calhoun County, Alabama.

That certain parcel of land in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 16 South, Range 8 East on the north side of Greenbrier Road, and being more particularly described as follows: to find the point of beginning commence at a point on the north line of Greenbrier Road where the west line of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ intersects said road; thence South 74 degrees 10 minutes East along the north property line of said road a distance of 95.5 feet; thence South 13 degrees 47 minutes West a distance of 20.0 feet; thence South 74 degrees 49 minutes East following the north property line of said road a distance of 155.8 feet to the point of beginning; thence North 17 degrees 15 minutes East a distance of 149.9 feet; thence South 74 degrees 49 minutes East a distance of 150.2 feet; thence South 17 degrees 09 minutes West a distance of 149.9 feet to the north boundary line of Greenbrier Road; thence North 74 degrees 49 minutes West along the North boundary line of Greenbrier Road a distance of 150.1 feet to the point of beginning; situated, lying and being in the City of Anniston, Calhoun County, Alabama.

The following described real estate lying and being situated in Calhoun County, Alabama.

Beginning at the northwest intersection of U.S. Highway 431 and Lenlock Lane; thence Northwesterly along the north boundary line of said U.S. Highway 431 a distance of 238.4 feet; thence northerly and turning an angle to the right of 89 degrees and 10 minutes a distance of 430.0 feet; thence easterly and turning an angle to the right of 83 degrees and 53 minutes a distance of 260.4 feet to the west boundary line of said Lenlock Lane; thence southwesterly along the said west boundary line of Lenlock lane a distance of 460.6 feet more or less to the point of beginning, being 2.5 acres, more or less; situated, lying and being in the Northeast Quarter of the Northwest Quarter of Section 24, Township 15 South, Range 7 East, in Calhoun County, Alabama.

The following described real estate lying and being situated in Calhoun County, Alabama.

0.88 acres of land in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 14 South; Range 7 East and being more particularly described as follows:
Beginning at an existing right of way marker stamped sta 457+00 (1971) at the junction of U.S. #431 Highways Western R/W and the Northern R/W of Ala #62 Highway in the South side of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 14 South, Range 7 East, thence North 24 deg and 29 min East along the R/W Flair line 136.15 ft. to an iron pin at sta 458+00 as shown on the plan of U.S. #431 highway, thence north 15 deg and 23 min west along the West R/W line of U.S. #431 highway 93.00 ft.; thence South 70 deg and 41 min West 195.40 ft.; thence South 07 deg and 09 min West 183.60 ft to the northern R.W. line of Ala #62 highway, thence north 79 deg and 12 min east along the Northern right of way line of Ala. #62 a distance of 178.25 ft. to the point of beginning. Containing 0.88 acres and being in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, Township 14 South, Range 7 East at the northwest junction of Ala. #62 and U.S. #431 Highways.

The following described real estate lying and being situated in Calhoun County, Alabama.

Lots No. 10 and 11, in Block No. 49, fronting 120 feet on the west side of Anniston Avenue, and extending back of uniform length along the South side of Smith Street, 150 feet to an alley 20 feet wide, and situated in the City of Piedmont, Calhoun County, Alabama, recorded in Plat Book 1, Page 70, Probate Office, Calhoun County, Alabama.

The following described real estate lying and being situated in Calhoun County, Alabama.

Commence at the northwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 29, Township 14 South, Range 6 East; thence south 87 degrees 20 minutes East 636.22 feet to a point on the East right of way line of Alabama Highway No. 77; thence South 17 degrees 09 minutes West along said east right of way line 9.47 feet to the point of beginning of the property conveyed herein; thence continue South 17 degrees 09 minutes West along said East right of way line 174.99 feet; thence South 72 degrees 51 minutes East 290.0 feet; thence North 17 degrees 09 minutes East 147.89 feet; thence South 79 degrees 51 minutes East 83.92 feet; thence North 10 degrees 09 minutes East 209.86 feet to the South right of way line of Alabama Highway No. 62; thence North 79 degrees 51 minutes West along said South right of way line 191.64 feet; thence South 58 degrees 39 minutes West along the Southeast intersection flare of said highway 224.69 feet to the point of beginning, containing 2.33 acres, more or less, situated in the West one-half of the SW $\frac{1}{4}$, Section 29, Township 14 South, Range 6 East, Calhoun County, Alabama.

The following described real estate lying and being situated in Calhoun County, Alabama.

Lot No. 93, Lot No. 94, Lot No. 95 and Lot No. 96 in the Old Plan of the town of Jacksonville, Alabama, (Number 47 in Plat of 1886) and bounded on the North by Coffee Street, on the East by Chinnabee Street, on the South by Carroll Street and on the West by South Main Street, formerly known as Broadway and being more particularly described as follows, to-wit: Commence at a corner in place accepted as the Southeast intersection of Coffee Street and South Pelham Road (Highway No. 21), said point being the point of beginning. From this beginning point proceed South $89^{\circ} 30'$ East along the North boundary of said Coffee Street for a distance of 213.75 feet to a corner in place being located on the Westerly right-of-way line of Chinabee Street; thence proceed South $00^{\circ} 12' 09''$ East along the Westerly right-of-way line of said Chinabee Street for a distance of 175.58 feet to a corner in place being located on the Northerly right-of-way line of Carroll Street; thence proceed North $89^{\circ} 34' 13''$ West along the Northerly right-of-way line of said Carroll Street for a distance of 214.66 feet to a corner in place being located on the Easterly right-of-way line of the aforementioned South Pelham Road; thence proceed North $00^{\circ} 05' 41''$ East along the Easterly right-of-way line of said South Pelham Road for a distance of 175.84 feet to the point of beginning.

The above described land is located ion the Southeast one-fourth of the Northeast one-fourth of Section 14, Township 14 South, Range 8 East, Calhoun County, Alabama.

The following described real estate lying and being situated in Talladega County, Alabama.

Commence at the SW corner of Section 30, T 16 S, R 5 E and run N 01° 07' 30" W, 492.56 feet to a point; thence N 88° 52' 30" E, 118.44 feet to a 6' x 6' concrete right of way (R/W) monument found (P.C. station 50+75.29); thence along East R/W of County Road 207 (North), S 04° 45' 22" E, 40.59 feet to the POINT OF BEGINNING of the parcel herein described; thence leaving R/W, N 89° 20' 32" E 37.50 feet to a point; thence N 60° 13' 47" E 46.25 feet to a point; thence S 87° 17' 43" E 54.04 feet to a point; thence S 00° 42' 28" E 77.94 feet to a point; thence S 16° 22' 59" E 34.12 feet to a point; thence S 02° 09' 33" E 74.25 feet to a point on the N R/W of U. S. Highway 78; thence along said R/W as follows: S 88° 04' 40" W, 69.15 feet; N 51° 11' 34" W 85.55 feet and N 04° 45' 22" W 109.83 feet to the point of beginning containing 0.49 acres, more or less and situated in Section 30, T 16 S, R 5 E, Talladega County, Alabama.

Source of title, Deed Book 679, Page 560 in the Office of the Judge of Probate of Talladega County, Alabama.

The following described real estate, lying and being situated in Calhoun County, Alabama:

A tract of land containing 0.94 acres, more or less, situated within the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 15 South, Range 8 East, Huntsville-Meridian, Calhoun County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 15 South, Range 8 East, Huntsville-Meridian, Calhoun County, Alabama; thence run South 01°40'00" West for a distance of 392.57 feet to an iron pin, said point being the True Point of Beginning; thence continue South 01°40'00" West for a distance of 204.10 feet to an iron pin on the North right-of-way margin of Lenlock Lane; thence run South 77°25'00" West along said right-of-way margin for a distance of 154.66 feet to an iron pin; thence run North 54°09'00" West for a distance of 61.70 feet to an iron pin on the East right-of-way margin of Saks Road, said point being the PC of a curve to the left having a radius of 1472.40 and an arc distance of 151.42; thence run along said curve to the left and along said right-of-way margin a chord bearing of North 04°46'43" West and a chord distance of 151.35 feet to an iron pin; thence run North 76°59'00" East for a distance of 225.29 feet to a point and back to the True Point of Beginning.

Containing 40753.02 sq. ft or 0.94 acres more or less.

SITE #124

All that tract or parcel of land located in Calhoun County, Alabama being more particularly described as follows:

A parcel of land located in Section 27, Township 14 South, Range 7 East of the Huntsville Meridian, more particularly described as: commence at the Northwest corner of said Section 27, thence South 26 degrees 03 minutes 23 seconds East a distance of 2414.76 feet to the point of beginning of said parcel on the East right-of-way line of U.S. Highway #431; thence South 15 degrees 22 minutes East along said right of way line a distance of 319.33 feet to a point; thence South 60 degrees 09 minutes 58 seconds East a distance of 189.93 feet to a point; thence North 84 degrees 30 minutes 45 seconds East a distance of 143.13 feet to a point; thence South 84 degrees 35 minutes 28 seconds East a distance of 27.15 feet to a point; thence North 15 degrees 44 minutes 40 seconds West a distance of 488.30 feet to a point; thence South 74 degrees 37 minutes 58 seconds West a distance of 297 feet to the point of beginning.

The following described real estate lying and being situated in Calhoun County, Alabama.

Lot 1 and part of Lot 2 and part of the N $\frac{1}{2}$ of a vacated alley of Block 114 of J. M. Stewart's property, recorded in Plat Book "G", Page 2 in the Probate Office of Calhoun County, Alabama, being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 16 South, Range 8 East, Huntsville Meridian, City of Oxford, Calhoun County, Alabama and being that property described in Deed Book 1405, Pages 787 and 788 in the Probate Office of Calhoun County, Alabama, said property being more particularly described as follows: Beginning at the Southwest corner of Lot 1 of Block 114 of J. M. Stewart's property as described above, said point also being on the East line of Monger Street, (also known as Munger Avenue), thence South 01 Degrees 44 Minutes East along the East line of Monger Street a distance of 7.5 feet; Thence North 88 Degrees 20 Minutes East along the Centerline of a vacated alley a distance of 156.86 ft. to a point on the West right-of-way line of U.S. Highway No. 431, (also being Alabama Highway No. 21), thence North 02 degrees 14 minutes West along the West line of U.S. Highway No. 431 a distance of 7.5 ft. to a concrete right of way monument, Station 1046+80, thence North 09 degrees 54 minutes West along the West line of U. S. Highway No. 431 a distance of 115.93 ft. to a concrete right of way monument, Station 1048+00, thence North 28 degrees 54 minutes West along the West line of U. S. Highway No. 431 a distance of 123.6 ft. to a concrete right of way monument at the intersection with the South line of Snow Street, Station 1049+20.2, thence South 78 degrees 26 minutes West along the South line of Snow Street a distance of 85.14 ft. to an existing iron at the intersection of the East line of Monger Street, thence South 01 degree 44 minutes East along the East line of Monger Street a distance of 210.0 ft. to the point of beginning, located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 16 South, Range 8 East, Huntsville Meridian.

That certain parcel of real property located at 5101 Oscar Baxter Blvd., Tuscaloosa, Tuscaloosa County, Alabama 35405, which is legally described as follows:

A part of the SW ¼ of the NE ¼ of Section 2, Township 22 South, Range 10 West and being more particularly described as follows:

Commence at the NW Corner of said Section 2; thence run southwardly and along the section line, 114.46 ft.; thence with a deflection angle left of 51 deg. 45 min. run southeastwardly 3439.58 ft. to the POINT OF BEGINNING, said point being on the NE ROW of the Southrail Railroad, said ROW being measured 50 ft. from the centerline; thence with a deflection angle left of 90 deg. 00 min., run northeastwardly 117.46 ft.; thence with an interior angle left of 198 deg. 50 min., run northeastwardly 131.00 ft. to a point on the south margin of a 44 ft. roadway easement; thence with an interior angle left of 101 deg. 00 min., run eastwardly and along said south margin, said margin curving to the left and having a radius of 229.81 ft., a chord distance of 87.70 ft. to a point on the west boundary of the PARKER PROPERTY ENTRANCE, as recorded in the Probate Office of Tuscaloosa County in Plat Book 20 at Page 55; thence with an interior angle left of 109 deg. 20 min., run southwardly and along said west boundary, 8.87 ft. to the SW Corner of said PARKER PROPERTY ENTRANCE; thence with an interior angle left of 266 deg. 04 min., run northeastwardly and along the south boundary of said PARKER PROPERTY ENTRANCE, said boundary curving to the left and having a radius of 237.31 ft., a chord distance of 32.48 ft.; thence with an interior angle left of 183 deg. 56 min., continue northeastwardly along said south boundary 55.52 ft.; thence with an interior angle left of 173 deg. 59 min., continue northeastwardly and along said south boundary, said south boundary curving to the right and having a radius of 130.50 ft., a chord distance of 27.39 ft. to a point on the W ROW of AL. Hwy. No. 69 (variable ROW); thence with an interior angle left of 95 deg. 30 min., run southeastwardly and along said west ROW, 41.49 ft.; thence with an interior angle left of 194 deg. 59 min., continue southeastwardly along said W ROW, said ROW curving to the right and having a radius of 3679.81 ft., a chord distance of 38.59 ft.; thence with an interior angle left of 107 deg. 32 min., run southwestwardly, 322.43 ft. to a point on the aforementioned NE ROW of Southrail Railroad; thence with an interior angle, left of 98 deg. 50 min., run northwestwardly 135.88 ft. to the POINT OF BEGINNING; thus, making a closing interior angle left of 90 deg. 00 min.

All that certain piece or tract of land situated in the City of Tuscaloosa, County of Tuscaloosa, State of Alabama, more particularly described as follows:

Commence at the Northeast Corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 9, Township 21 South, Range 10 West in Tuscaloosa County, Alabama; thence run South 5 degrees 17 minutes 30 seconds East along the East line of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ for 504.63 feet to the point of beginning on Southerly right of way line of U.S. Highway No. 82; thence an angle right of 113 degrees 18 minutes and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point; thence to the left with an interior angle of 90 degrees and run South 18 degrees 30 seconds West for 15.00 feet to a point; thence to the right with an interior angle of 270 degrees and run North 71 degrees 59 minutes 30 seconds West for 102.19 feet to the Northeast corner of the Catalina Motel property; thence to the left with an interior angle of 87 degrees 23 minutes and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the easterly line of said Motel Property to the Southeast corner of said property, said corner being on the North line of 32nd Street; thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 01 minutes 28 seconds East for 86.07 feet to a point; thence to the left with an interior angle of 176 degrees 12 minutes 58 seconds and run South 88 degrees 48 minutes 30 seconds East along said North line of 32nd Street for 277.51 feet to a point of intersection with the Westerly right of way line of Alabama Highway No. 69; thence to the left with an interior angle of 108 degrees 45 minutes and run North 19 degrees 56 minutes 30 seconds east along said Westerly line for 109.55 feet to a point of intersection with the Southerly line of U.S. Highway No. 82; thence to the left with an interior angle of 88 degrees 04 minutes and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 206.40 feet to the point of beginning. LESS AND EXCEPT that parcel conveyed to Columbia Foods, Inc., as recorded in deed Book 632, at Page 240 in the Probate Office of Tuscaloosa County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 21 South, Range 10 West, thence run S 5 degrees 17 minutes 30 seconds E along the East line of said Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ for 504.63 feet to a point on the southerly right of way line of U.S. Highway No. 82; thence to the right with a deflection angle of 113 degrees 18 minutes 00 seconds and run N 71 degrees 59 minutes 20 seconds W along said Southerly right of way line for 53.47 feet to a point; thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run S 18 degrees 00 minutes 30 seconds W for 15.00 feet to a point; thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run N 71 degrees 59 minutes 30 seconds W for 27.11 feet to the point of beginning; thence continuing N 71 degrees 59 minutes 30 seconds W for 75.08 feet to the Northeast corner of the Catalina Motel property; thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run S 15 degrees 23 minutes 30 seconds W for 194.39 feet along the easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street; thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run S 85 degrees 01 minutes 28 seconds E for 76.26 feet; thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run N 15 degrees 23 minutes 30 seconds E for 177.17 feet to the point of beginning.

The following leasehold source of title recorded at Deed Book 2002, Page 12704, in the Office of the Judge of Probate to Tuscaloosa County, Alabama.

The following described real estate lying and being situated in Tuscaloosa County, Alabama.

Beginning at a ½" rebar and cap on the Westerly right-of-way line of U. S. Route 43 (State Route 13) (Old Byler Road) (80' R/W), said rebar and cap being located North 13° 13' 20" West, a distance of 400.48 feet, from the intersection of the Westerly right-of-way line of U. S. Route 43 with the South boundary line of Section 17, Township 20 South, Range 10 West; thence, North 89° 24' 02" West, leaving said right-of-way line of U. S. Route 43, a distance of 265.81 feet to a ½" rebar and cap; thence, North 00° 35' 58" East, a distance of 160.86 feet to a ½" rebar and cap located on the Southerly right-of-way line of Mitt Larry Road Extension (C. R. 56) (100' R/W); thence, South 89° 24' 02" East, along the Southerly right-of-way line of Mitt Larry Road Extension a distance of 160.63 feet to a ½" rebar and cap; thence, South 64° 43' 02" East, continuing along the Southerly right-of-way line of Mitt Larry Road Extension, a distance of 81.41 feet to a ½" rebar and cap on the Westerly right-of-way line of U. S. Route 43; thence, South 13° 13' 20" East, along the Westerly right-of-way line of U. S. Route 43, a distance of 130.65 feet to the Point of Beginning and containing 38,460 square feet or 0.88 acre of land, more or less, as shown on a boundary and topographic survey for McDonald's Corporation, prepared by Donaldson, Garrett and Associates, Inc., dated June 24, 1999, last revised November 18, 1999.

Together with all rights, title and interest contained in that certain Access Easement Agreement dated March 29, 2000 of record in Book 2000, Page 6041, in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

Leasehold Source of Title: Memorandum of Lease dated April 6, 2002 from Fowler Oil Co., Inc. recorded at Deed Book 2002, Page 12699 in the Office of the Judge of Probate of Tuscaloosa County, Alabama

Being part of the same property conveyed by Warranty Deed dated December 31 1998 from C.L. Hendrix to Hendrix Family Investments, L.L.C. recorded at Book 1998, Page 22212 in the Office of the Judge of Probate of Tuscaloosa County, Alabama

SITE NO. 142

TRACT ONE

A part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 10 South, Range 9 East, Cherokee County, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 22, Township 10 South, Range 9 East, and thence running South 86 degrees .085 minutes West for a distance of 586.5 feet and to a point in the West boundary line of the right of way of Alabama State Highway Number 75 and which said point is the point of beginning of the tract of land hereby described; thence running North 4 degrees 30 minutes West for a distance of 64.0 feet to a point; thence running North 23 degrees 36 minutes West for a distance of 38.0 feet to a point; thence running West so as to form an interior angle of 109 degrees 37 minutes for a distance of 80.2 feet to a point; thence running South so as to form an interior angle of 87 degrees 57 minutes for a distance of 99.4 feet to a point; thence running East so as to form an interior angle of 86 degrees 50 minutes for a distance of 90.0 feet, more or less, and to the point of beginning.

All said lands lying and being situated in the Town of Centre, Cherokee County, Alabama, together with any improvements located thereon.

TRACT TWO

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 10 South, Range 9 East, Cherokee County, Alabama, that lies South of U. S. Highway No. 411, leading from Centre, Alabama, to Cave Spring, Georgia, and being bounded on the North by the South boundary line of said highway, bounded on the East by the West line of a lot of land on which was formerly situated the Dairy Queen, and bounded on the South by Jordan Gas Company Lot and bounded on the West by the old public road known as the Centre-Piedmont Road.

All said lands containing in the aggregate two and one-half (2-1/2) acres, more or less, and being situated in Cherokee County, Alabama.

TRACT THREE

A part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 22, Township 10 South, Range 9 East, Cherokee County, Alabama, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section, Township and Range, and thence running South 86 degrees .085 minutes West and along the South boundary line of said subdivision for a distance of 586.5 feet to a point in the West boundary line of the right of way of Alabama Highway No. 75; thence running North 4

degrees 30 minutes West along and with the West boundary line of the right of way of said highway for a distance of 64.0 feet to a point; thence running North 23 degrees 36 minutes West along and with the West boundary line of the right of way for a distance of 38.0 feet to a point, which said point is the point of beginning of the tract of land hereby described; thence from said point of beginning run North 23 degrees 36 minutes West along and with the West boundary line of the right of way of said highway for a distance of 154.0 feet to a point; thence running South 19 degrees 00 minutes West for a distance of 60.0 feet to a point; thence running South 00 degrees 49 minutes East for a distance of 90.0 feet to a point; thence run North 86 degrees 00 minutes East for a distance of 80.2 feet, more or less, and to the point of beginning.

All said lands being situated in Cherokee County, Alabama.

All three tract of land are leased together with all improvements located thereon.

Tract Three is the identical lands previously conveyed from P. L. Hannah etux. to Joe Jennings, by deed recorded in the Probate Office of Cherokee County, Alabama, in Book A-20 at page 489. Tract One is the identical lands devised to the Lessors herein under the Last Will and Testament of Joe Jennings recorded in Will Record D at page 221 et seq., in the Probate Office of Cherokee County, Alabama. Tract Two is the identical lands previously conveyed from John H. Ellis etux. to the Lessors herein by deed recorded in said Office in Book A-84 at page 1012 et seq.

Site 143

The following described real estate, lying and being situated in Etowah County, Alabama.

Commence at the Southeast corner of Section 18, T-12-S, R-8-E. and run North 89°58'24" West along the South line of said section a distance of 172.00 feet; thence run North 00°01'36" East a distance of 259.86 feet to the point of beginning. From said point of beginning continue North 00°01'36" East a distance of 191.60 feet; thence run North 47°53'05" West a distance of 22.58 feet to a point on the Southeastery right-of-way line of Steele Station Road; thence run North 42°06'55" East along said Southeastery right-of-way line a distance of 180.23 feet; thence run North 80°41'04" East and Continue along said Southeastery right-of-way line a distance of 67.42 feet to a point on the Southwesterly right-of-way line of Sutton Bridge Road; thence run Southeastery along said Southwesterly right-of-way line and along a curve to the right having a Delta- 12°21'36". Tangent- 159.01 feet, Radius- 1468.49 feet a distance of 316.17 feet, measured along the chord of said curve having a chord bearing a South 21°11'10" East; thence run South 66°01'01" West a distance of 125.96 feet; thence run South 88°11'45" West a distance of 170.00 feet to the point of beginning.

Said parcel of land being a portion of the Southeast Fractional Quarter, lying Southeast of Big Wills Creek in Section 18, and a portion of the Southeast Fractional Quarter, lying Southeast of Big Wills Creek in Section 17. all being in T-12-S, R-8-E. lying and being in Rainbow City, Etowah County, Alabama, and containing 1.70 acres, more or less.

SITE NO. 145

The following described real estate lying and being situated in DeKalb County, Alabama.

Commence at a corner in place accepted as the Southwest corner of Section 3, Township 7 South, Range 9 East, Dekalb County, Alabama; thence proceed South 88 degrees 21'04" East along the South boundary of said Section for a distance of 1121.51 feet to its point of intersection with the Northeasterly right-of-way line of Alabama Highway No. 35 (Wallace Avenue, NE); thence proceed North 45 degrees 39'00" West along the Northeasterly right-of-way line of said road for a distance of 461.80 feet to a corner in place, said point being the point of beginning. From this beginning point continue North 45 degrees 39' West along the Northeasterly right-of-way line of said road for a distance of 174.30 feet to its point of intersection with the Southerly right-of-way line of DeSoto Parkway NE; thence proceed North 42 degrees 18' 49" East along the Southerly right-of-way of said DeSoto Parkway NE for a distance of 147.28 feet to a corner in place; thence proceed South 43 degrees 35'55" East for a distance of 287.23 feet to a corner in place; thence proceed South 82 degrees 29'37" West for a distance of 174.08 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 3, Township 7 South, Range 9 East, Dekalb County, Alabama, and contains 0.76 acres, more or less.

And

Commence at the southwest corner of Section 3, Township 7 South, Range 9 East of the Huntsville Meridian, Fort Payne, Dekalb County, Alabama run N 88 degrees 15'00" E with the south boundary line of said Section 3 for 1,098.85 feet to a point where said south boundary line intersects the northeasterly right-of-way line of Alabama Highway No. 35 (100' R.O.W.); thence run N 45 degrees 59'25" W with said right-of-way line for 311.65 feet for a point of beginning.

Thence continue N 45 degrees 59'25" W with said right-of-way line for 121.95 feet to a point where said right-of-way line intersects the centerline of the Old Scenic Road; thence run N 84 degrees 34'15" E with the centerline of said Old Scenic Road for 166.55 feet; thence run N 65 degrees 03'15" E with said centerline for 103.85 feet to a point where the centerline of said Old Scenic Road intersects the centerline of the Old Pleasant View Road; thence run S 35 degrees 05'00" E with the centerline of said Old Pleasant View Road for 100.00 feet; thence leaving said centerline run S 65 degrees 03'15" W for 121.05 feet; thence run S 84 degrees 34'15" W for 120.51 feet to the point of beginning.

Said property is lying in Section 3, Township 7 South, Range 9 East of the Huntsville Meridian, Fort Payne, Dekalb County, Alabama and contains

0.65 acres, more or less. Less and Except that portion of right-of-way for the above described Old Scenic Road and the Old Pleasant View Road.

Site 146

Property located in Etowah County, Alabama, described as follows:

A tract of land containing 1.08 acres, more or less, situated within the Southwest 1/4 of the Southwest 1/4, Section 29, Township 12 South, Range 6 East, Etowah County, Alabama, being more particularly described as follows:

Commence at the intersection with the most Northerly Corner of Lot No. 4, Story's Addition to Rainbow City as recorded in Plat Book "F", Page 183, Etowah County Probate Office, and the Southwesterly right-of-way margin of East Grand Avenue, also known as Alabama Highway 77; thence run South 37°58'59" East along said right-of-way margin for a distance of 300.15 feet to a point; thence run South 40°38'59" East along said right-of-way for a distance of 9.55 feet to a point; thence run South 35°02'31" West for a distance of 53.51 feet to an iron pin, said point being the True Point of Beginning; thence run South 37°54'03" East along said right-of-way margin for a distance of 150.52 feet to a concrete monument; thence run South 13°57'27" East for a distance of 78.47 feet to a concrete monument on the East right-of-way margin of Rainbow Drive, also known as US Highway #411, said point being the PC of a curve to the left having a radius of 5779.60 feet and an arc distance of 167.55 feet; thence run along said curve and along said right-of-way margin a chord bearing of South 32°35'41" West and a chord distance of 167.54 feet to an iron pin; thence run North 55°18'20" West for a distance of 210.30 feet to an iron pin; thence run North 35°02'14" East for a distance of 264.30 feet to a point and back to the True Point of Beginning.

Site #148

The following described real estate lying and being situated in Marshall County, Alabama.

Lots 1, 2, 3, 4, 5 and 6 in Block 2 of Campbell Evans Addition according to the survey and plat of property in the Northeast fourth of the Northeast fourth of Section 5, Township 9 South, Range 4 East in Marshall County, Alabama dated June 18, 1957 and recorded in Plat Book 3, Page 53, in the Probate Office of Marshall County, Alabama.

SITE NO. 149

The following described real estate lying and being situated in DeKalb County, Alabama.

From the northwest corner of the northwest fourth of the northeast fourth of Section 32, run South $89^{\circ} 0'$ East 1,227.35 feet to a point on the Easterly right of way line of Interstate Highway #59, said point being the point of beginning of tract No. 1; thence run South $28^{\circ}25'$ West with the Easterly right of way of Interstate Highway #59, 109 feet to the point of beginning, of said parcel; thence continuing along said Easterly right of way of Interstate Highway #59, a distance of 156 feet to the northeasterly right of way of U.S. Highway # 11; thence run with the northeasterly right of way of U.S. Highway as follows: South $35^{\circ}55'$ East 106.45 feet; thence South $41^{\circ}40'$ East 107.20 feet to a point on the northeasterly right of way of U.S. Highway #11; thence run in a northeasterly direction 152 feet more or less, to a point; thence run in a northwesterly direction 274 feet, more or less, to the point of beginning of said parcel. Said property being situated in Fort Payne P. J., DeKalb County, Alabama.

The following described real estate, lying and being situated in Jackson County, Alabama:

A tract of land containing 0.68 acres, more or less, situated within the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 2 South, Range 8 East, Jackson County, Alabama, being more particularly described as follows:

Commence at the Southwest Corner of the Southwest 1/4 of the Southeast 1/4 of Section 8 Township 2 South, Range 8 East, Jackson County Alabama; thence run North 89°51'12" East for a distance of 375.07 feet to a point; thence run North 05°45'54" East for a distance of 41.82 feet to an iron pin on the North right-of-way margin of Old Mt. Carmel Road, also known as Jackson County Highway #85, said point being the True Point of Beginning; thence continue North 05°45'54" East for a distance of 178.18 feet to an iron pin; thence run South 88°53'42" East for a distance of 170.02 feet to an iron pin on the West right-of-way margin of US Highway #72; thence run South 04°40'49" West along said right-of-way margin for a distance of 146.25 feet to a concrete monument; thence run South 59°55'46" West for a distance of 58.09 feet to an iron pin on the North right-of-way margin of Old Mt. Carmel Road; thence run North 89°36'13" West along said right-of-way margin for a distance of 125.68 feet to a point and back to the True Point of Beginning;

Containing 29603.11 sq. ft or 0.68 acres more or less.

Site #151

The following described real estate lying and being situated in DeKalb County, Alabama.

Commencing at the 1/2 mile corner on the East line of Section 3, Township 9 South, Range 7 East of the Huntsville Meridian, run South 14° 25' West 1,289.5 feet; thence South 10° 40' West 407.15 feet and to a point on the south right-of-way line of Alabama Highway Number 68 for a point of beginning:

Thence South 31° 28' West 319.0 feet; thence North 77° 20' West 125.0 feet; thence South 31° 25' West 255.0 feet; thence South 75° 57' East 262; and to a point on the west right-of-way of Interstate Highway Number 59; thence along said line North 31° 28' East 533.0 and to the intersection of the south right-of-way line of Alabama Highway Number 68; thence along said line North 57° 19' West 132.0 feet and to the point of beginning.

Said parcel of land lying in the SE 1/4 of the SE 1/4 of Section 3, Township 9 South, Range 7 East, in DeKalb County, Alabama.

SITE NO. 152

The following described real estate lying and being situated in DeKalb County, Tennessee:

From the Southwest corner of the Southwest Fourth of the Southwest Fourth of Section 19, Township 6 South, Range 8 East run North 2°23' West along the West line of said forty 269 feet; thence run South 62°53' East 107.25 feet to the Southeast corner of the school lot; thence North along the East line of said school lot to the point of intersecting with the Southerly right of way of Alabama Highway #35; thence Northwest with said right of way 44 feet, more or less, to the intersection with the extended West line of the West wall of the O. F. Bone hardware store building, for a point of beginning; thence Southwest with the extended West line of said building to the Northwest corner of said building; thence continue Southwest with the West line wall 128 feet to the Southwest corner of the store building lot; thence run in a westerly direction along the outside wall of the rear of the Johnson's store building to a point which is the Southeast corner of the Shell gasoline station lot; thence run North 19°44' East with the West side of Johnson's store building lot 123.9 feet, more or less, to the Southerly right of way line of Alabama Highway #35; thence run in a Southeasterly direction along the Southerly right of way of Alabama Highway #35 and to the point of beginning.

1. DESCRIPTION OF PROPERTY COVERED BY THIS CERTIFICATE:

From the Southwest corner of the Southwest Fourth of the Southwest Fourth of Section 19, Township 6 South of Range 8 East, run North 2 deg. 23 min. West along the West line of said forty 269 feet; thence South 62 deg. 53 min. East 107.25 feet to the Southeast corner of the school lot; thence North along the East line of said school lot to the point of intersection with the Southerly right of way of Alabama Highway #35, for a point of beginning; thence Northwest with said right of way 44 feet, more or less, to the point of intersection with the extended West line of the West wall of the O. F. Bone hardware store building; thence Southwest with the extended West line of said building to the Northwest corner of said building; thence continue Southwest with the West line of said West wall 104 feet to the Southwest corner of said store building; thence Southeast along the Southerly wall of said store building 44 feet to the Southeast corner of said building; thence continue Southeast with the extended South line of said building to the point of intersection with the East line of the original school lot as described in Deed Book 83 at page 232; thence North 2 deg. 23 min. West with said school lot to the point of-beginning. Said lot lying in the Western part of the Southwest Fourth of the Southwest Fourth of Section 19, Township 6 South, Range 8 East, and in DeKalb County, Alabama.

The following described real estate lying and being situated in Dekalb County, Alabama.

PARCEL NO. 1 - Commencing at the Southwest corner of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 7 South, Range 8 East of the Huntsville Meridian, run South $89^{\circ} 30'$ East 425.0 feet; thence run North $32^{\circ} 15'$ East 965.00 feet for a point of beginning; said point being on the Westerly right-of-way of Interstate Highway No. I-59; thence run North $33^{\circ} 49'$ East 210.15 feet to the intersection of the Westerly right-of-way of Interstate No. I-59 and the Southerly right-of-way of Alabama Highway No. 35; thence run North $79^{\circ} 20'$ West with the Southerly right-of-way of Alabama Highway No. 35, 200.0 feet; thence run South $33^{\circ} 49'$ West 210.15 feet; thence run South $79^{\circ} 20'$ East 200.0 feet to the point of beginning.

The above described property lying in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 7 South, Range 8 East, DeKalb County, Alabama.

PARCEL NO. 2 - Commencing at the Southwest corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 7 South, Range 8 East of the Huntsville Meridian, run South $89^{\circ} 30'$ East 425.00 feet; thence run North $32^{\circ} 15'$ East 965.00 feet to a point on the Westerly right of way of Interstate Highway No. I-59; thence run North $79^{\circ} 20'$ West 103.15 feet for a point of beginning; thence continue North $79^{\circ} 20'$ West 96.85 feet; thence run North $33^{\circ} 49'$ East 210.15 feet to a point on the Southerly right of way of Alabama Highway No. 35; thence run South $79^{\circ} 20'$ East with said right of way 66.0 feet; thence run South $25^{\circ} 40'$ West 200.00 feet to the point on beginning.

The above described property lying in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, Township 7 South, Range 8 East, DeKalb County, Alabama.

SITE NO. 155

The following described real estate lying and being situated in DeKalb County, Alabama.

Commencing at the SE corner of Sec. 4, Township 8 South, Range 6 East of the Huntsville Meridian run N. $51^{\circ} 17'$ West 756.0 feet for a point of beginning; thence S. $80^{\circ} 15'$ W. 190 feet and to the East right-of-way line of County Hwy. N. 115; thence N. $21^{\circ} 16'$ West with said right-of-way line 41.10 feet and to the intersection of the SE right-of-way line of Ala. Hwy. No. 110; thence N. $44^{\circ} 45'$ West along said right-of-way line of Ala. Hwy. No. 110 224.0 feet; thence South $15^{\circ} 04'$ East 171.08 feet and to the point of beginning, and lying in the SE 1/4 of the SE 1/4 of Sec. 4 Township 8 South, Range 6 East and containing 0.468 acres more or less.

The following described real estate lying and being situated
in DeKalb County, Alabama:

Site #157

Commence at a corner in place accepted as the Southeast corner of Section 16, Township 6 South, Range 9 East, DeKalb County, Alabama; thence proceed North 59° 22' 31" West for a distance of 1769.56 feet to a point on the Northwestern right-of-way line of U. S. Highway No. 11 and a corner in place, said point being the point of beginning. From this beginning point proceed South 48° 20' 26" West along the Northwestern right-of-way line of said highway for a distance of 254.49 feet to a corner in place being located on the Easterly right-of-way line of DeKalb County Highway No. 85; thence proceed North 02° 48' 12" West along the Easterly right-of-way line of said county road for a distance of 285.0 feet to a corner in place; thence proceed South 60° 29' 24" East for a distance of 234.49 feet to the point of beginning.

The above described land is located in the Southwest ¼ of the Southeast ¼ of Section 16, Township 6 South, Range 9 East, DeKalb County, Alabama.

A tract of land containing 0.90 acres, more or less, situated within the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 6 South, Range 9 East, DeKalb County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Section 27, Township 6 South, Range 9 East, DeKalb County, Alabama; thence run South 89°14'50" West along the North Boundary of said Section for a distance of 2359.26 feet to point on the West right-of-way margin of Gault Avenue North, also known as DeKalb County Highway #137; thence run South 38°37'00" West along said right-of-way margin for a distance of 988.63 feet to an iron pin, said point being the True Point of Beginning; thence continue South 38°37'00" West along said right-of-way for a distance of 200.00 feet to an iron pin; thence run North 61°17'21" West for a distance of 200.06 feet to an iron pin; thence run North 38°37'00" East for a distance of 199.91 feet to an iron pin; thence run South 61°19'15" East for a distance of 200.00 feet to a point and back to the True Point of Beginning.

Containing 39408.82 sq. ft or 0.90 acres more or less.

SUBJECT TO A RIGHT-OF-WAY EASEMENT BEING 20 FEET IN EQUAL WIDTH on the South side of the following described line:

Commence at the Northeast Corner of Section 27, Township 6 South, Range 9 East, DeKalb County, Alabama; thence run South 89°14'50" West along the North Boundary of said Section for a distance of 2359.26 feet to point on the West right-of-way margin of Gault Avenue North, also known as DeKalb County Highway #137; thence run South 38°37'00" West along said right-of-way margin for a distance of 988.63 feet to an iron pin, said point being the True Point of Beginning of this Right-of-Way Easement; thence run North 61°19'15" West for a distance of 200.00 feet to a point; thence run South 38°37'00" West for a distance of 20.30 feet to point; thence run South 61°19'15" East for a distance of 200.08 feet to point on the North right-of-way margin of Gault Avenue North; thence run North 38°37'00" East along said right-of-way margin for a distance of 20.28 feet to point and back to the True Point of Beginning.

Notes: All field measurements matched record dimensions (Vesting Deed as recorded in Deed Book 310, Page 559 on file in the Probate Office of DeKalb County, Alabama.) within the precision requirements of ALTA/ACSM specifications unless otherwise shown. The property shown and described hereon is the same property as described in the Title Commitment No. 3020-29172-AL-17 of First American Title Insurance Company bearing an effective date of March 18, 2004.

PARCEL 1:

A tract of land containing 0.30 acres, more or less, situated within the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 8 South, Range 6 East, DeKalb County, Alabama, being more particularly described as follows:

Commence at a corner in place accepted as the intersection of the North right-of-way margin of Highway #68 and the South Boundary of Section 34, Township 8 South, Range 6 East, DeKalb County, Alabama; thence run North 57°27'22" East long the Northerly right-of-way margin of Highway #68 for a distance of 301.78 feet to a point; thence run North 58°22'11" East along said right-of-way margin for a distance of 89.24 feet to a point; thence run North 60°13'41" East along said right-of-way margin for a distance of 195.32 feet to a point; thence run North 64°55'00" East said right-of-way margin for a distance of 50.03 feet to a point; thence run North 68°20'18" East said right-of-way margin for a distance of 100.03 feet to an iron pin, said point being the True Point of Beginning; thence run North 71°17'41" East along said right-of-way margin for a distance of 15.59 feet to an iron pin; thence run North 15°11'18" West for a distance of 179.33 feet to an iron pin; thence run North 62°14'35" East for a distance of 144.18 feet to an iron pin on the West right-of-way margin of Oak Hill Road, also known as County Road #28; thence run North 03°59'29" West along said right-of-way margin for a distance of 54.63 feet to an iron pin; thence run South 62°14'35" West for a distance of 190.49 feet to an iron pin; thence run South 20°02'56" East for a distance of 224.61 feet to a point and back to the True Point of Beginning.

Containing 13218.36 sq. ft or 0.30 acres more or less.

PARCEL 2:

A tract of land containing 0.53 acres, more or less, situated within the Southeast 1/4 of the Southwest 1/4 of Section 34, Township 8 South, Range 6 East, DeKalb County, Alabama, being more particularly described as follows:

Commence at a corner in place accepted as the intersection of the North right-of-way margin of Highway #68 and the South Boundary of Section 34, Township 8 South, Range 6 East, DeKalb County, Alabama; thence run North 57°27'22" East long the Northerly right-of-way margin of Alabama Highway #68 for a distance of 301.78 feet to a point; thence run North 58°22'11" East along said right-of-way margin for a distance of 89.24 feet to a point; thence run North 60°13'41" East along said right-of-way margin for a distance of 195.32 feet to a point; thence run North 64°55'00" East said right-of-way margin for a distance of 50.03 feet to a point; thence run North 68°20'18" East said right-of-way margin for a distance of 100.03 feet to an iron pin; thence run North 71°17'41" East along said right-of-way margin for a distance of 15.59 feet to an iron pin, said point being the True Point of Beginning; thence run North 15°11'18" West for a distance of 179.33 feet to an iron pin; thence run North 62°14'35" East for a distance of 114.18 feet to an iron pin on the West right-of-way margin of Oak Hill Road, also known as County Road #28; thence run South 03°59'29" East along said right-of-way margin for a distance of 212.12 feet an iron pin at the intersection with the Northerly right-of-way margin of Alabama Highway #68; thence run South 73°18'12" West along the Northerly right-of-way margin of said Alabama Highway #68 for a distance of 99.57 feet to a point and back to the True Point of Beginning.

Containing 22919.76 sq. ft or 0.53 acres more or less.

Site #160

Being a tract or parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 5 South, Range 8 East, DeKalb County, Alabama, more particularly described as follows:

Commencing at a corner in place accepted as the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 1, Township 5 South, Range 8 East, DeKalb County, Alabama; thence proceed North 87° 51' 16" West along the south boundary of said quarter-quarter section for a distance of 726.07 feet; thence proceed North 02° 08' 44" East for a distance of 362.04 feet to the point of beginning. From this beginning point proceed North 13° 38' 23" East for a distance of 100.0 feet to a corner in place; thence proceed North 87° 13' 15" West for a distance of 171.79 feet to a corner in place being located on the Easterly right-of-way line of Alabama highway No. 75; thence proceed South 05° 23' East along the flare back of said highway for a distance of 141.88 feet to a corner in place being located on the Northeasterly right-of-way line of Alabama Highway No. 40; thence proceed North 75° 09' East for a distance of 139.42 feet to the point of beginning.

Site #163

A tract or parcel of land lying in the Northeast Quarter of the Southeast Quarter of Section 22, Township 5 South of Range 6 East of the Huntsville Meridian in Jackson County, Alabama, and in Section, Alabama. Being more particularly described as follows, to wit:

From the Northeast corner of said forty run a tie line North 88 degrees 48' West 20 feet and to the West margin or right of way of the County Road; thence continue said tie line South 1 degree 20' West along the West margin of said County road 423.60 feet and to the intersection with Alabama State Highway Number 35 and to the point of beginning; thence North 54 degrees 30' West along the right of way of Alabama Highway Number 25, 150 feet; thence leaving said highway and running perpendicular thereto and on a bearing of North 35 degrees 30' East 149.95 feet; thence South 54 degrees 30' East parallel to said Highway to intersection with right of way of said County road; thence South 1 degree 20' West with right of way of county road to the point of beginning.

The following described real estate lying and being situated in DeKalb County, Alabama.

Commencing at the intersection of the SW margin of 18th Street S.W. and the NW margin of U.S. Highway No. 11, of Gault Avenue South in the City of Fort Payne, DeKalb County, Alabama, and run South 40° 30' West, with the margin of U.S. Highway No. 11 or Gault Avenue, 183.0 feet for a point of beginning; thence continue South 40° 30' West, with margin of said U.S. Highway No. 11 and Gault Avenue, 178.5 feet to the center of a ditch; thence run North 48° 17' West, with center of said ditch, 127.4 feet; thence run North 35° 56' East, 166.25 feet; thence run South 53° 34' East, 141.0 feet to the point of beginning.

Site #166

The following described real estate lying and being situated in DeKalb County, Alabama.

Lot 1 through Lot 7, inclusive, in Block Number 1, of the C.P. Killian First Addition to the City of Fort Payne, Alabama, a plat of which is recorded in Plat Book 1, Page 205 and Cabinet 1, Slot 39, in the Office of the Judge of Probate of DeKalb County, Alabama.

The following described real estate lying and being situated in DeKalb County, Alabama.

A tract of land bounded on the East by the most Westerly right-of-way line of United States Interstate Highway 59, bounded on the South by the Northernmost right-of-way line of Alabama Highway No. 35, bounded on the North by the centerline of the "Fort Payne Branch", being otherwise described as follows:

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 12, Township 7 South, Range 8 East in DeKalb County, Alabama, run North 54° 50' 30" East 1867.45 feet, thence run North 64° 2' 30" West 438.65 feet to the point of beginning.

Thence North 81° 20' West 150 feet; thence North 12° 31' East 221.35 feet; thence South 75° 32' 15" East 285 feet; thence in a Southwesterly direction back to the point of beginning.

The following described real estate lying and being situated in DeKalb County, Alabama.

All that certain tract or parcel of land being a part of the S½ of Section 2, Township 9 South, Range 7 East, in DeKalb County, Alabama, more particularly described as follows:

Begin at the intersection of the Northerly right-of-way line of Alabama Highway #68 and Easterly right-of-way line of Interstate I-59; thence run Northeasterly along said right-of-way line of I-59 for a distance of 205.3 feet to a point; thence to the right with an interior angle of 79°57'30" and run Northeasterly for a distance of 346.33 feet to a point; thence to the right with an interior angle of 270° and run Southwesterly for a distance of 200 feet to a point which is on the Northerly right-of-way line of Highway #68; thence to the right and run a distance of 53.85 feet along the arc of a curve having a radius of 10,201.56 feet to a point; thence continue Northwesterly along said tangent extended for a distance of 246.15 feet to the point of beginning.

Part of the Southwest Quarter of the Northwest Quarter of Section 4, Township 6 South, Range 7 East, Huntsville Meridian, Jackson County, Alabama, located at Duncan Crossroads and more particularly described as follows:

Commence at a 3/4 inch pin in a six inch square concrete monument at the Southwest corner of said Section 4 and run a line North 20° 20.9' East a distance of 3,274.08 feet to a 5/8 inch rebar set in a broken off 1-1/4 inch iron pin found on the Southeast right of way of Jackson County Highway No. 100 and being the Point of Beginning; thence North 20° 00.0' East a distance of 141.58 feet along said Southeast right of way to a railroad spike set at the intersection of said right of way and the Southwest right of way of Alabama Highway No. 35 at Sta. 140+05 (66 foot right of way width); thence South 63° 00.4' East a distance of 254.05 feet along said state highway right of way to a 5/8 inch rebar with aluminum cap set at the Northwest corner of the Marcell Silefel, et ux, property (Sta. 142+60); thence South 25° 53.7' West a distance of 150.42 feet (passing a disturbed one inch flat iron pin found at 0.6 feet) to a 5/8 inch rebar set at the Southwest corner of said Silefel property (Book 227, Page 509); thence continue with said Silefel property (Book 247, Page 824) South 25° 27.3' West a distance of 177.86 feet to a 5/8 inch rebar set at a corner with the New Sardis Baptist Church; thence N 66° 45.5' West a distance of 49.00 feet to a 5/8 inch rebar set; thence North 17° 32.0' East a distance of 102.00 feet to a 1/2 inch pin found at the Northwest corner of said church property; thence North 16° 23.8' East a distance of 104.27 feet to a 1/2 inch iron pipe found at the Northeast corner of the Robert Thurmond, et ux, property (16-19152); thence North 67° 25.3' West a distance of 161.01 feet along said Thurmond Northeast boundary to a 5/8 inch rebar set on the right of way of said County Highway No. 100 and being the Point of Beginning;

LESS AND EXCEPT:

Part of the 3 1/4 of NW 1/4, Section 4, Township 6 South, Range 7 East, Jackson County, Alabama, being more fully described as follows: Commence at the Southeast corner of said SW 1/4 of NW 1/4, said Section 4; thence North along the East line of said SW 1/4 of NW 1/4 a distance of 435 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to the baseline of said project and the Point of Beginning of the property herein to be conveyed; thence Northwesterly, parallel with said baseline, a distance of 186 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to said baseline at Station 503+40; thence Southwesterly a distance of 26 feet, more or less, to a point that is 35 feet Easterly of and at right angles to the centerline of County Road #100 at Station 0+60; thence Southerly parallel with said centerline a distance of 60 feet to a point that is 35 feet Easterly of and at right angles to said centerline at Station 1+20; thence deflect an angle of 90° right for a distance of 7.5 feet; more or less, to the present East right of way line of County Road #100; thence Northerly along said right of way line a distance of 100 feet, more or less, to the present South right of way line of State Road #35; thence Southeasterly along said Southwest right of way line a distance of 236 feet, more or less, to the East property line; thence South along said East property line a distance of 23 feet, more or less, to a point that is 37 feet Southwesterly of and at right angles to said baseline; thence Northwesterly parallel with said baseline a distance of 40 feet, more or less, to the Point of beginning.

ALSO LESS AND EXCEPT:

Commence at a 6 inch square concrete monument marking the Southwest corner of Section 4, Township 6 South, Range 7 East of the Huntsville Meridian and proceed North 20 degrees 20 minutes 55 seconds East for a distance of 3,274.09 feet to a point on the East right of way boundary of Jackson County Road No. 100; thence proceed North 20 degrees 00 minutes 00 seconds East along the East R.O.W. boundary of said road for a distance of 40.39 feet to a point; thence proceed South 70 degrees 08 minutes 30 seconds East for a distance of 5.83 feet to a point; thence proceed North 20 degrees 00 minutes 00 seconds East along the East R.O.W. boundary of said county road for a distance of 59.94 feet to a point; thence proceed North 70 degrees 55 minutes 25 seconds East along a R.O.W. change for a distance of 25.50 feet to a point on the Southwest R.O.W. boundary of Alabama Highway No. 35 (Project No. FLEX-F436(31)); thence proceed South 62 degrees 58 minutes 57 seconds East along the Southwest R.O.W. boundary of said highway for a distance of 201.02 feet to the Point of Beginning; thence continue South 62 degrees 58 minutes 57 seconds East along said R.O.W. boundary for a distance of 25.00 feet to a point; thence leaving said R.O.W. boundary, proceed South 25 degrees 53 minutes 56 seconds West for a distance of 128.37 feet to a point; thence proceed South 25 degrees 27 minutes 38 seconds West for a distance of 177.91 feet to a point; thence proceed North 66 degrees 45 minutes 50 seconds West for a distance of 25.00 feet to a point; thence proceed North 25 degrees 38 minutes 30 seconds East for a distance of 307.93 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at a 1/2 inch pin in a six inch square concrete monument being the Southwest corner of Section 4, Township 6 South, Range 7 East, Jackson County, Alabama; thence proceed North 20 deg. 20' 55" East for a distance of 3,274.09 feet to a point on the East right of way line of Jackson County Road No. 100; thence proceed North 20 deg. 00' 00" East for a distance of 40.39 feet to a point; thence proceed South 70 deg. 08' 30" East for a distance of 5.83 feet to a point; thence proceed North 20 deg. 00' 00" East along the East R.O.W. boundary of said county road for a distance of 59.94 feet to a point; thence proceed North 70 deg. 55' 25" East along a R.O.W. change for a distance of 25.50 feet to a point on the Southwest R.O.W. boundary of Alabama Highway No. 35 (Project No. FLEX-F436(31)); thence proceed South 62 deg. 58' 57" East along the Southwest R.O.W. boundary of said highway for a distance of 201.02 feet to the Point of Beginning; thence continue South 62 deg. 58' 57" East along said R.O.W. boundary for a distance of 25.00 feet to a point; thence leaving said R.O.W. boundary, proceed South 25 deg. 53' 56" West for a distance of 128.37 feet to a point; thence proceed South 25 deg. 27' 38" West for a distance of 177.91 feet to a point; thence proceed North 66 deg. 45' 50" West for a distance of 25.00 feet to a point; thence proceed North 25 deg. 38' 30" East for a distance of 307.93 feet to the Point of Beginning.

The above described land is located in the NE 1/4 of the NW 1/4 of Section 4, Township 6 South, Range 7 East, Jackson County, Alabama and contains 0.02 acres.

The following described real estate lying and being situated in Tallapoosa County, Alabama.

Commencing at the NW corner of the NE 1/4 of NW 1/4, Sec. 32, T-24-N, R-23-E, Tallapoosa County, Alabama; thence proceed N 39° 58' 23" E a distance of 2473.24 feet to a point and point of beginning of land herein described; thence proceed N 41° 43' 02" E a distance of 35.0 feet to a point on the S right-of-way line of Alabama Highway No. 49; thence proceed N 44° 26' 58" W along said S right-of-way line a distance of 206.3 feet to a concrete right-of-way marker; thence proceed S 79° 12' 01" W along right-of-way flare a distance of 54.28 feet to a concrete right-of-way marker on the E right-of-way line of Alabama Highway No. 22; thence proceed S 25° 39' 00" W along said E right-of-way line a distance of 78.30 feet to a point; thence proceed S 66° 01' 55" E a distance of 228.05 feet to the point of beginning.

Said land being and lying in the NW 1/4 of SE 1/4, Sec. 29, T-24-N, R-23-E, Tallapoosa County, Alabama, and contains 0.41 acres, more or less.

Said land being that parcel described by survey of Herbert Lewis Norred dated March 24, 1990.

All that tract or parcel of land lying and being in Lots 438 and 439, according to N. B. Dare's Map and Survey of the Town of Calera, Shelby County, Alabama, and more particularly described as follows:

Beginning at the Northeasterly intersection of the Easterly right-of-way of Montgomery Avenue (U.S. Highway 31) and the Northerly right-of-way line of Patton Avenue: thence running in a Northerly direction along the Easterly right-of-way line of Montgomery Avenue (U.S. Highway 31) a distance of 90 feet, more or less, to an iron pin on the lot line of Lots 438 and 437, said point being the point of beginning; thence continuing in a Northerly direction along the Easterly right-of-way of Montgomery Avenue (U. S. Highway 31) a distance of 120.0 feet to an iron pin, said iron pin being the Northwestern corner of Lot 439; thence running in an Easterly direction along the Northerly property line of Lot 439 and the Southerly right-of-way line of an alley a distance of 150.0 feet to an iron pin; thence running in a Southerly direction along the Easterly property line of Lots 439 and 438 a distance of 120.0 feet to an iron pin: thence running in a Westerly direction along the Southerly property line of Lot 438 and the Northerly property line of Lot 437 a distance of 150.0 feet to an iron pin in the Easterly right-of-way line of Montgomery Avenue (U. S. Highway 31) and the point of beginning.

Situated in Shelby County, Alabama.

The following described real estate lying and being situated in Talladega County, Alabama:

Commence at the Southeast corner of Section 20, Township 21 South, Range 4 East, Talladega County, Alabama; thence proceed North 2 degrees 10 minutes West along the East boundary of said section for a distance of 1027.17 feet; thence turn an angle of 39 degrees 36 minutes to the left and proceed North 41 degrees 46 minutes West for a distance of 391.47 feet to the point of beginning on the Westerly boundary of the Old Plank Road. From this beginning point continue North 41 degrees 46 minutes West for a distance of 279.1 feet to a point on the Southeasterly boundary of Alabama No. 21 Highway; thence proceed Northeasterly along the Southeasterly right-of-way line of said highway for a distance of 100 feet; thence proceed South 39 degrees 11 minutes East for a distance of 238.2 feet to a point on the Westerly boundary of said Old Plank Road; thence turn an angle of 60 degrees 28 minutes to the right and proceed South 21 degrees 17 minutes West along the Westerly boundary of said road for a distance of 100 feet to the point of beginning. The above described land is located in the Southeast One-Fourth of Section 20, Township 21 South, Range 4 East, Talladega County, Alabama.

SITE NO. 177

The following described real estate lying and being situated in Tallapoosa County, Alabama.

Beginning at the southwesterly corner of Lot 2, Block D of the Second Addition to Russell Springhill Subdivision in Alexander City, Alabama, according to the map of said subdivision which is recorded in the office of the Judge of Probate of Tallapoosa County, Alabama, in Plat Book 3, at page 69, thence run South 38° 24' East 176.6 feet to a point on the northwesterly right-of-way of Alabama Highway 22, thence run North 37° 51' East along said right-of-way for a distance of 42.3 feet to the point of beginning of the land herein described: From said point of beginning continue North 37° 51' East along the northwest right-of-way of Alabama Highway 22 for a distance of 160 feet to a point; thence run North 48 degrees 50 minutes West for a distance of 83.6 feet to the southeasterly corner of the aforementioned Lot 2; run thence southwesterly along a branch for a distance of 187.6 feet to the southwesterly corner of said Lot 2, thence run in a southeasterly direction for a distance of 175 feet, more or less, to the point of beginning, said tract of land being in the SW 1/4 of SW 1/4 of Section 33, Township 23 N, Range 21 E, Tallapoosa County, Alabama.

The following described real estate, lying and being situated in Talladega County, Alabama:

Lot No. One (1) of Leahy Circle, a part of Brecon Subdivision No. Two (2) to the City of Talladega, Alabama, as recorded in Plat Book 3, at page 58, in the Probate Office of Talladega County, Alabama.

AND ALSO: A lot or parcel of land, and all buildings and tenements thereon, in the South Half of the Northwest Quarter of the Southeast Quarter ($\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Nine (9), Township Eighteen (18), Range Five (5), more particularly described as follows, to-wit: Beginning 140 feet East from the corner of Blossomville culvert on the right-of-way of United States Highway 231 and Alabama Highway 48, thence East along the right-of-way of said Highway 300 feet to an iron stake, thence in a Northerly direction along a well-defined line in a straight line 125 feet to an iron stake, thence West in a straight line 250 feet to an iron stake, thence in a Southerly direction in a straight line 76 feet to the point of beginning; and said lot herein conveyed being known as the Roy A. Nix Station, situated in Talladega County, Alabama.

AND ALSO: Beginning at the Northeast intersection of the McElderry Road with the Talladega Anniston Highway, also known as U.S. Highway No. 241, and running thence easterly along the north line of said McElderry Road 262 feet to an iron stake on the west line of the right-of-way of the Southern Railway Company, and running thence northerly along the west line of said right-of-way 176 $\frac{1}{2}$ feet to a point, and running thence westerly in a straight line 286 feet more or less to a point on the east line of said Highway No. 241 which is 200 feet north of the intersection of said Highway No. 241 with said McElderry Road, as measured along the east right-of-way of said Highway, and running thence in a southerly direction along the east line of said Highway right-of-way a distance of 200 feet to the point of beginning; containing one (1) acre more or less, and situated in Township 18 South, Range 6 East, and being part of the lands conveyed to H.W. Sony by M.H. Joiner, Register, by deed recorded in the office of the Judge of Probate of Talladega County, Alabama, in Deed Record 89 on page 259.

AND ALSO: Beginning at the intersection of the west boundary line of Section 10, Township 18 South, Range 6 East, with the south right-of-way line of Alabama State Highway 21, which highway was formerly known as U.S. Highway 241, and running thence easterly along said south right-of-way line a distance of 310 feet to a point which is the point of beginning of the tract herein conveyed and the northwest corner of said tract; and from said point of beginning running easterly along the south right-of-way line of said highway a distance of 140 feet to the northeast corner of the tract herein conveyed, thence turning to the right 115° 18' and running southerly a distance of 160 feet to the southeast corner of the property herein conveyed, thence turning right 64° 42' and running in a westerly direction a distance of 140 feet to the southwest corner of the property herein conveyed, thence turning right 115° 18' and running in a northerly direction a distance of 160 feet to the point of beginning; the tract of land herein conveyed being the two tracts conveyed by P.H. Wood and wife, Myrtle J. Wood to E. C. Cox by deed recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Deed Record 179, page 521, situated in the Southwest quarter of the Northwest quarter of said Section 19, Township 18 South, Range 6 East, Talladega County, Alabama.

Begin at the intersection with the South right-of-way of Highway #9 (Main Street) with the West right-of-way of Highway #49 (3rd Avenue South) and run Southerly along the West right-of-way of Highway #49 (3rd Avenue South) a distance of 129.50 feet; thence deflect 88 degrees, 51 minutes, 39 seconds right and run a distance of 100.00 feet to a point on the West line of Parcel 3, Block A of the Bell Subdivision as recorded in Deed Book "W" Page 558, Clay County Probate Office, thence deflect 91 degrees, 32 minutes, 48 seconds right and run Northerly along the West line of Parcel 3 also being the East line of a 30.00 foot alley a distance of 29.34 feet; thence deflect 91 degrees, 32 minutes, 48 seconds left and run Westerly along the North line of said alley a distance of 30.00 feet; thence deflect 88 degrees 27 minutes 12 seconds left and run Southerly along the East line of Parcel 2, Block A Bell Subdivision, also being the West line of a 30.00 foot alley a distance of 99.32 feet to the Southeast corner of Parcel 2; thence deflect 88 degrees, 27 minutes, 05 seconds right and run Westerly along the South line of Parcel 2 also being the North line of a 16.00 foot alley a distance of 99.94 feet; thence deflect 90 degrees 16 minutes 32 seconds right and run a distance of 199.93 feet to a point on the South right-of-way of Highway #9 (Main Street); thence deflect 89 degrees 50 minutes 56 seconds right and run Easterly along the South right-of-way of Highway #9 (Main Street) a distance of 233.45 feet to the Point Of Beginning. Said parcel of land being a portion of Parcels 2 and 3, Block A, Bell Subdivision as recorded in Deed Book "W", Page 558, Clay County Probate Office and a portion of the SE 1/4 of the SE 1/4, Section 1, Township 20 South, Range 8 East, lying and being in Lineville, Clay County, Alabama

ALSO:

That certain strip of land designated as a 30 foot alley and more particularly described as follows, to-wit:

Begin at the intersection with the South right-of-way of Highway #9 (Main Street) with the West right-of-way of Highway #49 (3rd Avenue South) and run Southerly along the West right-of-way of Highway #49 (3rd Avenue South) a distance of 129.50 feet; thence deflect 88 degrees, 51 minutes, 39 seconds right and run a distance of 100.00 feet to a point on the West line of Parcel 3, Block A of the Bell Subdivision as recorded in Deed Book "W" Page 558, Clay County Probate Office and the Point of Beginning, thence deflect 91 degrees, 32 minutes, 48 seconds right and run Northerly along the West line of Parcel 3 also being the East line of this 30.00 foot alley a distance of 29.34 feet; thence deflect 91 degrees, 32 minutes, 48 seconds left and run Westerly along the North line of said alley a distance of 30.00 feet; thence deflect 88 degrees 27 minutes 12 seconds left and run Southerly along the East line of Parcel 2, Block A Bell Subdivision, also being the West line of this 30.00 foot alley a distance of 29.34 feet; thence run Easterly a distance of 30 feet to the Point Of Beginning.

Site 182

Property located in Clay County, Alabama, described as follows:

Begin at the intersection of the South right-of-way line of Alabama Highway 9(1st Avenue) and the East right-of-way line of Alabama Highway 77 (2nd Street), said point also being the Northwest corner of the Jordan's Store lot as shown on plat of Re-Subdivision of W. C. Orr Property as recorded in Plat Book "2", page 3, Clay County Probate Office, and run South 87 degrees 49 minutes 36 seconds East along the South right-of-way line of Alabama Highway 9 and along the North line of Block B, said W. C. Orr Property, for a distance of 51.00 feet; thence run South 83 degrees 13 minutes 03 seconds East and continue along said right-of-way and block line for a distance of 115.60 feet to the Northeast corner of Lot 6, Block B; W.C. Orr Property thence run South 86 degrees 05 minutes 02 seconds East and continue along the south line of said right-of-way for a distance of 89.90 feet, thence run South 02 degrees 21 minutes 16 seconds West a distance of 157.68 feet; thence run North 86 degrees 06 minutes 02 seconds West a distance of 89.24 feet; thence run North 87 degrees 10 minutes 14 seconds West a distance of 3.51 feet, thence run South 00 degrees 46 minutes 04 seconds West a distance of 19.46 feet, thence run North 88 degrees 04 minutes 01 seconds West a distance of 47.20 feet to the East line of Cotton Alley as shown on the aforementioned plot of W. C. Orr Property, thence run North 01 degrees 31 minutes 34 seconds East along said Alley a distance of 72.67 feet to the North line of Graphite Alley as shown on said plot; thence run 86 degrees 50 minutes 12 seconds West along the North line of said Alley a distance of 114.01 feet to the East right-of-way line of Alabama Highway 77, thence run North 01 degrees 29 minutes 32 seconds East along said right-of-way line a distance of 112.00 feet to the point of beginning.

Said parcel of land being a portion of NW 1/4 of Section 20, T-20-S R-8-E, all of the Jordan Store Lot, Lots 1-6, a portion of Lot 14, and a portion of Graphite alley as shown on the plot of Re-subdivision of W. C. Orr Property as recorded in Plat Book 2, Page 3 Clay County Probate Office, being subject to any easements for the existing sanitary sewer and utility lines crossing said parcel, lying and being in the Town of Ashland, Clay County, Alabama, and containing 0.83 acre, more or

SITE #183

All that tract or parcel of land located in Lee County, Alabama being more particularly described as follows

Lot 2-B, Red Oak Subdivision, Lee County, Alabama, as shown on map or plat of said subdivision filed for record in Plat Book 19, at Page 95, in the Office of the Judge of Probate of Lee County, Alabama.

Site 184

Property located in Tallapoosa County, Alabama, described as follows:

Commence at a concrete marker located at the Southwest corner of Section 3, Township 22 North, Range 21 East, Tallapoosa County, Alabama; thence S 89 degrees 57' 13" E 527.98 feet to a point; thence N 22 degrees 42' 55" E 766.25 feet to an iron pin located on the East R.O.W. of New U.S. Highway No. 280; thence along said East R.O.W. S 39 degrees 17' 53" E 20.93 feet to a concrete marker located at the beginning of a curve; thence Southeasterly along said curve (Chord Bearing S 40 degrees 48' 08" E, Chord Distance 320.08 feet; Radius 6,725.51 ') to an iron pin and the POINT OF BEGINNING for the herein described parcel of land; thence leaving said East R.O.W. N 50 degrees 22' 31" E 181.01 feet to an iron pin; thence S 42 degrees 54' 12" E 203.86 feet to an iron pin located on the West R.O.W. of Alabama Highway No. 63; thence along said West R.O.W. S 32 degrees 51' 24" W 100.0 feet to an iron pin located at the beginning of a R.O.W. flare; thence along said flare S 81 degrees 47' 54" W 101.79 feet to an iron pin located in a curve on the East R.O.W. of New U.S. Highway No. 280; thence Northwesterly along said curve (Chord Bearing N 42 degrees 56' 16" W, Chord Distance 180.86 feet; Radius 6,725.51') to the POINT OF BEGINNING. Containing 0.89 acres (38,662 S.F.), more or less, and lying in and being a part of the SW 1/4 of Section 3, Township 22 North, Range 21 East, Tallapoosa County, Alabama.

The following described real estate, lying and being situated in Tallapoosa County, Alabama:

Commence at the Southwest intersection of Ninth Avenue and Hillabee Street as now located in the city of Alexander City, Alabama, said point being the point of beginning. From this beginning point proceed South 08° 48' 34" East along the West right-of-way line of said Ninth Avenue for a distance of 134.99 feet; Thence proceed South 78° 55, 30" West for a distance of 116.0 feet; Thence proceed North 05° 03' 53" West for a distance of 177.26 feet to a point on the South right-of-way line of the aforementioned Hillabee Street; Thence proceed South 79° 08' 14" East along the South right-of-way line of said Hillabee Street for a distance of 110.80 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of Section 34, Township 23 North, Range 21 East, Tallapoosa County, Alabama, said property being a part of Lot No. 1, Lot No. 2, Lot No. 3, Lot No. 4, & Lot No. 5 of Block No. 1 of the Oaklawn Addition to Alexander City, Alabama, as shown by map of said subdivision on record in the Office of the Judge of Probate of Tallapoosa County, Alabama, in Deed Book 28 at Page 599.

Site 188

Property located in Talladega County, Alabama, described as follows:

Commence at a ½" rebar in place accepted as the Northwest intersection of Sloan Avenue and Jackson Trace Road as now located in the City of Talladega, Alabama, said point being the point of beginning. From this beginning point proceed North 89 degrees 18 minutes 52 Seconds West along the North right-of-way line of said Sloan Avenue for a distance of 165.50 feet to a ½" rebar in place; thence proceed North 00 degrees 25 minutes 10 seconds West for a distance of 173.47 feet to a 2" pipe in place; thence proceed North 79 degrees 09 minutes 55 seconds East for a distance of 17.24 feet to a ½" rebar in place; thence proceed South 20 degrees 56 minutes 46 seconds East for a distance of 70.33 feet; thence proceed North 87 degrees 25 minutes 51 seconds East for a distance of 22.0 feet; thence proceed North 36 degrees 46 minutes 11 seconds West for a distance of 12.32 feet; thence proceed North 89 degrees 32 minutes 22 seconds East for a distance of 47.16 feet to a point on the Westerly right-of-way line of said Jackson Trace Road; thence proceed Southeasterly along the Westerly right-of-way line of said road for a chord bearing and distance of South 26 degrees 52 minutes 50 seconds East, 139.27 feet to the point of beginning.

SITE NO. 189

The following described real estate lying and being situated in Coosa County, Alabama.

Beginning at a point located at the intersection of the westerly ROW of U.S. #231 (80' ROW) and the northerly ROW of S.R. #22 (60' ROW); thence running northerly a distance of 132 ft., more or less, along the westerly ROW of U.S. #231 to a point; thence running westerly a distance of 198 ft., more or less, to a point, thence running southerly a distance of 132 ft., more or less, to a point; thence running easterly a distance of 198 ft., more or less, to the point of beginning. (Judicial boundary markers establish the western boundary of said property making the southern boundary less than 198 ft.).

Site 190

Property located in St. Clair County, Alabama, described as follows:

Begin at the SE corner of the intersection of Marietta Street and Main Street in the City of Springville, Alabama; thence North 60 deg. 00 min. East along the Easterly right of way line of Main Street for a distance of 150.0 feet; thence 89 deg. 42 min. right and run Southeasterly for 150.0 feet; thence 90 deg. 08 min. 11 sec. Right and run Southwesterly for 151.92 feet to a point on the Northerly right of way line of Marietta Street; thence 90 deg. 35 min. 49 sec. Right and run Westerly along the Northerly right of way line of Marietta Street for 150.0 feet to the point of beginning; being situated in St. Clair County, Alabama, Ashville Division.

And also that certain Drainage Easement and Construction Easement as set out in Deed Book 223, Page 115 in said Probate Office.

Site #191

The following described real estate lying and being situated in St. Clair County, Alabama.

Begin at the intersection of the Westerly right-of-way line of Alabama Street with the Southeasterly right-of-way line of U.S. Highway 411 and run Southwesterly along said Southeasterly right-of-way line of U.S. Highway 411 along a curve to the right having data of Central Angle = $8^{\circ}51'30''$, Radius = 2,048.04 feet a distance of 316.33 feet measured along the chord of said curve to the intersection with the South line of Lot No. 19, Block No. 22 of the Town of Odenville as recorded in Plat Book "A", Page 35, St. Clair County Probate Office; thence deflect $144^{\circ}31'47''$ left from the chord of said curve and run a distance of 247.29 feet to the Southeast corner of Lot 7, Block 22; thence deflect $86^{\circ}46'37''$ left and run Northerly along the Easterly line of Lots 7, 8, 9, 10, 11 and 12, Block 22, also being the Westerly right-of-way line of Alabama Street a distance of 183.85 feet to the point of beginning.

Said parcel being Lots 7, 8, 9 and portions of Lots 10, 11, 12, 19 and 20 and a portion of a 20 foot alley, all being in Block 22 of the survey of the Town of Odenville as recorded in Plat Book "A", Page 35, in the St. Clair County Probate Office and containing 0.61 acre, more or less.

Site #192

The following described real estate lying and being situated in St. Clair County, Alabama.

That part of the NW $\frac{1}{4}$ of Section 36, Township 13 South, Range 3 East, St. Clair County, Alabama, described as follows: Commence at the southeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 13 South, Range 3 East and thence run south 86 degrees 06 minutes west for 174.3 feet to a point on the southwest boundary of U.S. Highway No. 231 right-of-way, said point being the point of beginning and having a Judicial Monument set thereon; thence continue south 86 degrees 06 minutes west for 209.92 feet to a concrete monument; thence run south 86 degrees 49 minutes 34 seconds west running along an old fence, for 1,061.54 feet to a second Judicial Monument, said point being on the southerly right-of-way line of Interstate Highway No. I-59; thence run north 56 degrees 29 minutes 30 seconds east along said right-of-way line for 383.12 feet to a concrete right-of-way marker; thence run north 70 degrees 09 minutes 30 seconds east along said right-of-way line for 592.0 feet to a concrete right-of-way marker; thence run south 69 degrees 45 minutes 30 seconds east along said right-of-way line for 180.64 feet to a concrete right-of-way marker; thence run south 30 degrees 50 minutes east along said right-of-way line for 119.38 feet to a concrete right-of-way marker; thence run north 86 degrees 03 minutes east along said right-of-way line for 56.14 feet to a concrete right-of-way marker on the southwest boundary of U.S. Highway No. 231; thence run south 30 degrees 49 minutes 30 seconds east along the southwest right-of-way line of U.S. Highway No. 231 for 207.70 feet to the point of beginning.

All that tract or parcel of land located in Talladega County, Alabama being more particularly described as follows:

Part of the West one-half of Section 20, Township 20 South, Range 3 East, Talladega County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 20, Township 20 South, Range 3 East; thence run Northerly along the East line of said quarter-quarter section a distance of 280.61 feet to a point on the Southerly right-of-way line of Alabama Highway #76; thence turn an angle of 106 degrees, 42 minutes, 07 seconds to the left and run in a Southwesterly direction along said right-of-way line a distance of 193.49 feet to the POINT OF BEGINNING; thence turn an angle of 93 degrees, 10 minutes, 13 seconds to the left and run in a Southeasterly direction a distance of 215.35 feet; thence turn an angle of 90 degrees, 00 minutes, 00 seconds right and run in a Southwesterly direction a distance of 269.94 feet to a point on the Easterly right-of-way line of U.S. Highway 280; thence turn an angle of 88 degrees, 18 minutes, 19 seconds to the right and run along said right-of-way line a distance of 76.35 feet; thence turn an angle of 46 degrees, 41 minutes, 41 seconds to the right and continue along said right-of-way line a distance of 206.47 feet to a point on the Southerly right-of-way line of Alabama Highway #76; thence turn an angle of 48 degrees, 10 minutes, 13 seconds to the right and run along said right-of-way line a distance of 126.39 feet to the POINT OF BEGINNING.

Site #195

The following described real estate lying and being situated in Talladega County, Alabama.

Commence at the Southwest corner of Section 2, Township 20 South, Range 4 East, Talladega County, Alabama; thence proceed South $87^{\circ} 15' 05''$ East along the south boundary of said section for a distance of 1930.45 feet to a ~"rebar in place, said point being the point of beginning. From this beginning point proceed North $04^{\circ} 10' 20''$ East along a barbed wire fence for a distance of 239.97 feet to a W' rebar in place; thence proceed South $87^{\circ} 15' 26''$ East along a barbed wire fence for a distance of 420.09 feet to a W' rebar in place, said point being located on the Westerly right-of-way of Alabama Highway 21; thence proceed South $04^{\circ} 10' 38''$ West along the Westerly right-of-way of said highway for a distance of 240.02 feet to a W' rebar in place; thence proceed North $87^{\circ} 15' 05''$ West for a distance of 420.07 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 4 East, Talladega County, Alabama, and contains 2.31 acres.

The following described real estate lying and being situated in Lee County, Alabama.

PROPERTY DESCRIPTION OF PARCEL 4-C1 OF A RESUBDIVISION OF PARCEL 4-C OF A RESUBDIVISION OF PARCEL 4, SCOTT INDUSTRIAL PARK, SECOND REVISION:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, T-19-N, R-26-E, IN AUBURN, LEE COUNTY, ALABAMA; THENCE N87°14'54"E, 3196.90 FEET; THENCE SOUTH, 1309.59 FEET; THENCE S68°14'45"W, 722.24 FEET TO THE EASTERLY R/W LINE OF TWIN CITY COURT; THENCE, ALONG SAID R/W LINE, S19°48'25"E, 72.17 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE, LEAVING SAID R/W LINE, N68°14'45"E, 175.72 FEET; THENCE S26°00'16"E, 215.00 FEET TO THE NORTHWESTERLY R/W LINE OF EAST GLENN AVENUE; THENCE, ALONG SAID R/W LINE, S63°59'44"W, 200.00 FEET TO THE EASTERLY R/W LINE OF THE AFOREMENTIONED TWIN CITY COURT; THENCE, ALONG SAID R/W LINE, N19°48'25"W, 229.36 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.956 ACRE.

SITE #203

All that tract or parcel of land located in Madison County, Alabama being more particularly described as follows:

All that part of the northeast quarter of Section 13, Township 2 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, particularly described as beginning at an iron stake on the west margin of US Highway 231; said point of true beginning is further described as being north 00 degrees 11 minutes west, 3653.53 feet and south 89 degrees 49 minutes west, 64.00 feet from the southeast corner of Section 13, Township 2 South, Range 1 West; thence from the point of true beginning along the west margin of US Highway 231, north 00 degrees 11 minutes west, 400.00 feet to a point at the intersection of the south margin of Patterson Road with the west margin of US Highway No. 231; thence along the south margin of Patterson Road south 89 degrees 49 minutes west, 496.78 feet to a point; thence south 00 degrees 11 minutes east, 400.00 feet to a point; thence north 89 degrees 49 minutes east, 496.78 feet to the point of true beginning.

Less and Except the following described property:

Commence at the Southwest intersection of Patterson Road and U.S. 231 (U.S. 431 Memorial Parkway); thence proceed South 88°23'38" West along the South right-of-way line of said Patterson Road for a distance of 299.78 feet to the point of beginning. From this beginning point continue South 88°23'38" West along the south right-of-way line of said road for a distance of 197.0 feet; thence proceed South 00°11' East for a distance of 215.0 feet; thence proceed North 00°11'00" West for a distance of 215.0 feet to the point of beginning.

The above described land is located in the East one-half of the Northeast one-fourth of Section 13, Township 2 South, Range 1 West, Madison County, Alabama.

**The following described real estate lying and being situated in
Madison County, Alabama.**

**All that part of the Southwest Quarter of Section 25, Township 4 South,
Range 1 East of the Huntsville Meridian, Madison County, Alabama, more
particularly described as follows: Beginning at a concrete monument
at the intersection of the East margin of Taylor Road with the West
margin of U.S. Highway 431, said point of beginning is further described
as being North 87 degrees 21 minutes East 30.0 feet and north 01 degrees
47 minutes 27 seconds West 1191.82 feet from the southwest corner of the
northwest quarter of the Southwest quarter of Section 25, Township 4 South,
Range 1 East, thence from the point of beginning run south 27 degrees
02 minutes 53 seconds East along the West margin of U.S. Highway No.
431 for 441.82 feet; thence run North 81 degrees 48 minutes 44 seconds
West for 190.35 feet to the East margin of Taylor Road; thence run
North 01 degree 47 minutes 27 seconds West along the East margin of
Taylor Road for 373.16 feet to the point of beginning.**

Situated in Madison County, Alabama

The following described real estate lying and being situated in
Limestone County, Alabama.

A tract or parcel of land located in the Southwest Quarter of the Northeast Quarter of Section 15, Township 3 South, Range 3 West, and being more particularly described as follows: Beginning at the Southwest corner of the said Southwest Quarter of the Northeast Quarter of the said Section 15, thence run North 3 degrees 15 minutes West along the quarter line and in the center of the East Limestone Road for a distance of 885.0 feet to a nail and bottle cap, said point being the true point of beginning of the herein described real estate, thence continue North 3 degrees 15 minutes West along the said quarter line and in the center of said road for a distance of 205.0 feet to a point, thence run North 86 degrees 45 minutes East for a distance of 270.0 feet to a point; thence run South 3 degrees 15 minutes East for a distance of 205.0 feet to a point, thence run South 86 degrees 45 minutes West for a distance of 270.0 feet to the true point of beginning, said tract contains 1.25 acres, more or less, and is subject to a portion of the right-of-way of said road.

Site #206

A tract of land containing 0.99 acres, more or less, situated within Section 15, Township 3 South, Range 2 West, Madison County, Alabama, being more particularly described as follows:

Commence at the Northeast Corner of Section 15, Township 3 South, Range 2 West, Madison County, Alabama; thence run South 00°30'00" West for a distance of 5020.40 feet to a point; thence run North 89°28'19" West for a distance of 30.00 feet to an iron pin on the West right-of-way margin of Jeff Road, said point being the True Point of Beginning; thence run South 00°30'00" West along said right-of-way margin for a distance of 240.00 feet to an iron pin on the North right-of-way margin of Capshaw Road; thence run North 89°28'19" West along said right-of-way margin for a distance of 180.00 feet to an iron pin; thence run North 00°30'00" East for a distance of 240.00 feet to an iron pin; thence run South 89°28'19" East for a distance of 180.00 feet to a point and back to the True Point of Beginning.

Containing 43199.99 sq. ft or 0.99 acres more or less.

SITE #207

All that tract or parcel of land located in Madison County, Alabama being more particularly described as follows:

Lot 2, according to the plat of J. Tillman Williams Property, as recorded in Plat Book 38, Page 87, Probate Records of Madison County, Alabama.

The following described real estate lying and being situated in Madison County, Alabama.

All that part of the northwest quarter of Section 7, Township 5 South, Range 1 East, in the City of Huntsville, Madison County, Alabama, particularly described as beginning at a point where the north margin of South Park Boulevard intersects the west margin of South Memorial Parkway and being further described as beginning at a point that is located South 89 degrees 23 minutes East 240.38 feet due North 39.60 feet, North 45 degrees 06 minutes East 118.49 feet and due North 890.2 feet from the center of the west boundary of said Section 7; thence from the true point of beginning run, North 89 degrees 23 minutes west along the north margin of South Park Boulevard :1 distance of 125.00 feet; thence due North 200.00 feet; thence south 89 degrees 23 minutes east 125.00 feet to a point on the west margin of South Memorial Parkway; thence due south along the west margin of South Memorial Parkway a distance of 200.00 feet to the true point of beginning.

Site 210

The following described real estate lying and being situated in Madison County, Alabama.

Beginning at the NE Corner of Section 14, T-4-S, R-2-E; thence S75 degrees 51 minutes W 1535.1 feet to a point, the corner of Teledyne Property in the South ROW of Little Cove Road; thence N 20 degrees 25 minutes 42 seconds W 60.38 feet to an iron pin set in the North ROW of Little Cove Road, the point of beginning; thence along said ROW S 76 degrees 02 minutes 15 seconds W 260 feet to an iron pin; thence N 11 degrees 15 minutes 01 seconds W 252.19 feet to an iron pin set in the South ROW of U.S. Highway 72; thence along said ROW south 64 degrees 30 minutes E 300 feet to an iron pin; thence S 29 degrees E 63.41 feet to the point of beginning, containing 0.99 acres, more or less.

SITE #211

All that tract or parcel of land located in Madison County, Alabama being more particularly described as follows:

All that part of the South half of Section 5, Township 3 South, Range 2 West, of the Huntsville Meridian, Madison County, Alabama, more particularly described as follows: Commencing at the Southwest corner of said Section 5; thence North 89 degrees 20 minutes 00 seconds East 459.61 feet to a point; thence South 89 degrees 52 minutes 36 seconds East 869.92 feet to a point; thence North 01 degrees 27 minutes 17 seconds West 1315.57 feet to a point; thence South 89 degrees 43 minutes 51 seconds East 1353.34 feet to a concrete monument found at the Northeast corner of Beverly's Place Phase Three as recorded in Plat Book 28, Page 8 in the Probate Judge's Office of Madison County, Alabama, said point is also the Northwest corner of Beverly's Place Phase Two as recorded in Plat Book 26, Page 90 in said Probate Judge's Office, said point is further described as being the Southeast corner of Country Estates Subdivision as recorded in Plat Book 26, Page 44 in said Probate Judge's Office; thence along the East boundary of said Country Estates, North 00 degrees 41 minutes 06 seconds West a distance of 1349.76 feet to a P.K. nail set in the centerline of Nick Davis Road; thence along said centerline South 89 degrees 50 minutes 48 seconds East a distance of 2305.92 feet to a P.K. nail set, said point is further described as being the point of beginning of the following described property; thence from point of beginning and continue along said centerline, North 89 degrees 50 minutes 48 seconds East a distance of 56.06 feet to a P.K. nail set; thence continue along said centerline, North 89 degrees 15 minutes 17 seconds East a distance of 340.37 feet to a P.K. nail found in the centerline intersections of Nick Davis Road and Wall Triana Highway; thence along the centerline of Wall Triana Highway, South 00 degrees 00 minutes 40 seconds East a distance of 558.70 feet to a P.K. nail set; thence leaving said centerline, North 89 degrees 50 minutes 48 seconds West a distance of 396.41 feet to a 5/8 inch rebar set and capped "CSK CA-0489-LS;" thence North 00 degrees 00 minutes 40 seconds West a distance of 553.36 feet to the point of beginning.

A tract or parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 26, Township 1 South, Range 6 West of the Huntsville Meridian, Limestone County, Alabama, and being more particularly described as follows.

Commencing at an existing railroad spike at the Southeast corner of said Section 26, thence North 02 degrees 30 minutes 00 seconds West and along the East boundary of said Section 26 a distance of 2652.50 feet to an existing railroad spike located at the Southeast corner of the Northeast Quarter of said section 26, thence North 02 degrees 30 minutes 00 seconds West and continuing along the said East boundary of Section 26 a distance of 484.00 feet to the Point of True Beginning of the herein described property, said True Point of Beginning is further described as being North 40 degrees 45 minutes 52 seconds West a distance of 1.64 feet from an existing 3/4 inch pipe, thence from the Point of True Beginning South 47 degrees 50 minutes 00 seconds West and leaving the said East boundary of Section 26 a distance of 253.53 feet (Deed 249 feet) to a P.K. Nail set in the center of Buck Island Road (Alabama Highway No. 99) and passing a 5/8 inch rebar set with plastic cap stamped "RLS 15455 Ronnie G. Coffman", at a distance of 213.51 feet which is located North 38 degrees 42 minutes 51 seconds East a distance of 10.04 feet from an existing 1/2 inch pipe, thence North 40 degrees 38 minutes 15 seconds West and along the center of said Buck Island Road (Alabama Highway No. 99) a distance of 196.60 feet to a P.K. Nail set passing the intersection of the centerline of the said Buck Island Road (Alabama Highway No. 99) and the centerline of Salem-Minor Hill Road at a distance of 162.62 feet, thence North 66 degrees 21 minutes 15 seconds East and leaving the said Buck Island Road (Alabama Highway No. 99) and along the said Salem-Minor Hill Road a distance of 339.42 feet (Deed 380.8 feet) to an existing railroad spike passing a 5/8 inch rebar set with plastic cap stamped "RLS 15455 Ronnie G. Coffman", on the Northeastern right-of-way margin of said Buck Island Road (Alabama Highway No. 99) at a distance of 41.83 feet, thence South 02 degrees 30 minutes 09 seconds East and leaving the said Salem-Minor Hill Road a distance of 115.24 feet (Deed 115.8), passing a 5/8 inch rebar set with plastic cap stamped "RLS 15455 Ronnie G. Coffman", on the southern right-of-way margin of the said Salem-Minor Hill Road at a distance of 32.42 feet to the Point of True Beginning of the herein described property.

Parcel One:

All that real property situated in the Southwest One Quarter of the Northwest Quarter of Section 28, Township 2 South, Range 8 West, Lauderdale County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest One Quarter of the Northwest One Quarter of said Section 28; Thence run North 88 degrees 38 minutes West, 888.12 feet; Thence run North 01 degrees 35 minutes 40 seconds East, 169.59 feet; Thence run North 89 degrees 20 minutes 05 seconds West 197.84 feet to an existing re-bar and the point of beginning of the herein described tract of land; Thence continue North 89 degrees 20 minutes 05 seconds West 210.64 feet to a capped re-bar set on the Easterly margin of Alabama Highway 101; Thence run North 01 degrees 35 minutes 40 seconds East along said margin for 68.87 feet to a capped re-bar set; Thence run South 88 degrees 38 minutes East, 227 feet to a capped re-bar set; Thence run South 15 degrees 27 minutes 55 seconds West, 68.35 feet to the point of beginning.

Parcel Two:

Commence at 5/8 inch capped re-bar in place accepted as the Northeast corner of the Northwest One Quarter of the Southwest One Quarter of Section 28, Township 2 South, Range 8 West, Lauderdale County, Alabama, Thence proceed South 00 degrees 22 minutes 15 seconds West along the East boundary of said Quarter Section for a distance of 387.98 feet; Thence proceed North 72 degrees 19 minutes West for a distance of 585.71 feet to a 1/2 inch rebar in place being located on the Northerly right of way line of Highway 72; Thence continue North 72 degrees 19 minutes West along the Northerly right of way of said Highway for a distance of 605.49 feet to a railroad spike in place at the true point of beginning of the herein described tract of land; Thence continue North 72 degrees 19 minutes West along the Northerly right of way line of said Highway a distance of 90.84 feet to a 6 inch by 6 inch concrete monument in place being located on the flare-back of said Highway; Thence proceed North 35 degrees 41 minutes West along the flare-back of said Highway for a distance of 144.91 feet to a 6 inch by 6 inch concrete monument being located on the Easterly right of way line of Highway 101; Thence proceed North 00 degrees 52 minutes East along the Easterly right of way line of said Highway 101 for a distance of 61.52 feet; Thence proceed North 90 degrees East for a distance of 224.86 feet; Thence proceed South 14 degrees 49 minutes 10 seconds West for a distance of 213.93 feet to the point of beginning.

Tax I.D. Number (Parcels One and Two) 18-08-0-001-031.000

SITE #214

All that tract or parcel of land located in Madison County, Alabama being more particularly described as follows:

Lot 1 according to the map of survey of Byers Corner, Inc., shown of record in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 32, Page 36.

All that tract or parcel of land located in Lauderdale County, Alabama, being more particularly described as follows:

Lot 1 as shown on the plat of Helton Place II filed in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6, Page 150.

Site 216

Property located in Lauderdale County, Alabama, described as follows:

Lot 2, Resurvey of Lot 2 of Boulevard Plaza, according to the plat thereof recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 158.

SITE #217

All that tract or parcel of land located in Lauderdale County, Alabama being more particularly described as follows:

Lot 2 as shown on the plat of "Oak Park Subdivision" filed in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6, Page 208

Site #218

The following described real estate lying and being situated in Madison County, Alabama.

All that part of Section 23, Township 2 South, Range 2 West, Madison County, Alabama more particularly described as commencing at the Southwest corner of said Section 23; Thence North 00 Degrees 17 Minutes 12 Seconds West, a distance of 312.87 feet to the true point of beginning; said point is also located in Jeff Road; Thence from the true point of beginning and along said road, North 00 Degrees 17 minutes 12 seconds West, a distance of 435.00 feet to a point on the Southwestern right-of-way of Alabama Highway 53; Thence along said right-of-way South 34 Degrees 42 Minutes 19 Seconds East, a distance of 489.35 feet; Thence leaving said right-of-way for Alabama Highway 53, South 55 Degrees 13 Minutes 35 Seconds West, a distance of 55.32 feet; Thence South 89 Degrees 42 Minutes 48 Seconds West, a distance of 231.00 feet to the true point of beginning.

Site 219

Property located in Morgan County, Alabama, described as follows:

Begin at the southwest corner of Section 15, Township 5 South, Range 5 West, Morgan County, Alabama, and run thence S 89° 09' 25" E (Deed Bearing) along the south boundary of said Section 15 a distance of 1349.81 feet to a point; thence N 01° 46' 20" E a distance of 3345.88 feet to a point; thence N 89° 34' 00" W a distance of 939.93 feet to a point; thence N 01° 02' 38" E a distance of 250.00 feet to a point; thence N 89° 34' 00" W a distance of 367.68 feet to a point on the east right-of-way margin of Woodall Road; thence N 01° 32' 00" E along the east right-of-way margin of Woodall Road a distance of 1436.69 feet to the true point of beginning of the tract herein described; thence from the true point of beginning continue N 01° 32' 00" E along the east right-of-way margin of Woodall Road a distance of 180.00 feet to a point on a right-of-way flare; thence N 46° 19' 58" E along a right-of-way flare a distance of 99.34 feet to a point on the south right-of-way margin of Alabama Highway No. 20; thence S 88° 52' 03" E along the south right-of-way margin of Alabama Highway No. 20 a distance of 155.00 feet to a point; thence S 01° 07' 57" W a distance of 250.00 feet to a point; thence N 88° 52' 03" W a distance of 226.75 feet to the true point of beginning, lying and being within the Section 15, Township 5 South, Range 5 West, Morgan County, Alabama.

Situated in Morgan County, Alabama

All that tract or parcel of land located in Madison County, Alabama being more particularly described as follows:

Lots 1 and 2 according to the plat of Cobb's Corner in Section 21, Township 2 South, Range 2 West as recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 23, Page 70.

The following described real estate lying and being situated in Lauderdale County, Alabama.

All that certain real property situated in the County of Lauderdale, City of Florence, State of Alabama, more particularly described as follows:

The most Northwardly lot shown and described on that certain plat of subdivision filed for record in the Office of the Judge of Probate of Lauderdale County in Plat Book 6 at Page 5 more particularly described as follows:

Commence at the intersection of the centerline of Old Huntsville Road and the extension of the West right of way of Cox Creek Parkway South, from said point, Thence South 1 Degree 02 Minutes 05 Seconds West along the extension of the West right of way line of Cox Creek Parkway South, 146.66 feet to the point of beginning of the tract of land hereby described; Thence along the West right of way line of Cox Creek Parkway South, South 1 Degree 02 Minutes 05 Seconds West, 250 feet to a point; Thence North 65 Degrees 46 Minutes 18 Seconds West, 230.13 feet to a point on the Southeast right of way line of Old Huntsville Road; Thence along said Southeast right of way line, North 41 Degrees 51 Minutes 37 Seconds East, 250 feet to a point; Thence South 57 Degrees 10 Minutes 23 Seconds East, 56.58 feet to the point of beginning.

Tax I.D. Number: 23-03-06-1-003-011.000

All that certain real property situated in the County of Lauderdale, City of Florence, State of Alabama, more particularly described as follows:

A portion of Lot 1 of James B. Stewart Jr. Subdivision, as shown on the plat thereof filed in the Office of the Judge of Probate of Lauderdale County, Alabama, on Plat Book 6 at Page 21, more particularly described as follows:

Commence at the Southeast corner of said Lot 1, said point being on the West right of way line of Helton Drive; Thence along said right of way, North 03 Degrees 38 Minutes 19 Seconds East for 200.00 feet to the point of beginning; Thence leaving said right of way and running North 86 Degrees 21 Minutes 41 Seconds West for 136.21 feet; Thence North 11 Degrees 00 Minutes 00 Seconds West for 132.01 feet to the East right of way line of Hermitage Drive and to a point on a curve having a radius of 914.93 feet; Thence along said curve for 290.95 feet to the intersection of the East right of way line of Hermitage Drive and the West right of way line of Helton Drive; Thence along said West right of way line of Helton Drive, South 03 Degrees 38 Minutes 19 Seconds West for 362.64 feet to the point of beginning.

Less and Excepting from the above described parcel of land all that certain real property as described in that certain "Order of Condemnation" in the matter of the State of Alabama v. Williamson Oil Company Inc. (etal.), Case Number 15940, Lauderdale County Probate Court, filed for record March 28, 2001 in Book 2001 at Page 9308.

Tax I.D. Number: 24-01-02-3-001-011.002

SITE NO. 223

A parcel of land situated in Section 14, Township 4 South, Range 11 West, Colbert County, Alabama, more particularly described as follows:

Begin at the point where the Southeasterly Right of Way line of U.S. Highway No. 43 intersects the Southwesterly Right of Way line of Alabama Highway No. 20 (Alternate U.S. Highway No. 72); thence run Southeasterly along said Southwesterly Right of Way line for 115.00 feet; thence to the right with an interior angle of $117^{\circ} 56' 00''$ and run Southerly for 212.38 feet; thence to the right with an interior angle of $90^{\circ} 48' 00''$ and run Westerly for 207.42 feet to a point on the Easterly Right of Way line of U.S. Highway No. 43; thence to the right with an interior angle of $90^{\circ} 00' 00''$ and run Northerly along said Easterly Right of Way line for 180.50 feet to a point on the Southeasterly Right of Way line of U.S. Highway No. 43; thence to the right with an interior angle of $128^{\circ} 30' 00''$ and run Northeasterly along said Southeasterly Right of Way line for 140.00 feet to the point of beginning. Said parcel contains 1.11 acres.

Together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging.

Site #224

The following described real estate lying and being situated in Lauderdale County, Alabama.

Lot 1, Hermitage Commons, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 30.

LESS AND EXCEPT that portion conveyed to the State of Alabama by deed recorded on Fiche 98-159, Frames 56-59.

Site 225

The following described real estate lying and being situated in Colbert County, Alabama.

Part of Lots 92 through 97, and all of Lots 101 through 105, MUSCLE SHOALS CENTER NO. 2 as recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Book 2, Page 67 further described as follows: Beginning at the NE corner of Lot 100, which is on the West R.O.W. of Wilson Dam Road; thence run S 88° 35' W, 25.0' to an iron pin set; thence run South 100.0' to an iron pin set; thence run S 88° 35' W, 91.0' to an iron pin set on the Edge of a Power Line; thence continue S 88° 35' W, 25.50' to an iron pin set; thence run N 00° 36' 09" E, 196.0' to an iron pin set; thence run N 89° 03' 57" E, 25.50' to an iron pin set on the Edge of a power line; thence continue N 89° 03' 57" E, 62.90' to an iron pin set; thence run S 43° 56' 48" E, 73.50 to an iron pin set; thence run South 41.0' to the P.O.B. Said herein described tract contains 0.54 acres more or less.

The following described real estate lying and being situated in Calhoun County, Alabama.

A triangular parcel of land located in the Southeast Quarter of the Northwest Quarter of Section 16, Township 15 South, Range 8 East, and lying on the Northwestern side of the right-of-way of the Anniston-Jacksonville Highway as recorded in Plat Book "D", Pages 92-C of the Office of Probate Judge, Calhoun County, Alabama, and excepting all rights of ways and easements as shown on said plat and also easement and rights of way shown on Page 1-C, Plat Book "A", and other instruments recorded at said Probate Office, and being more particularly described as follows: Beginning at a point 1342.3 feet South and 1330.0 feet East of the Northwest Corner of Section 16, Township 15 South, Range 8 East and being based on the General Land Office re-survey of 1919, and recorded in said Probate Office and also being at the intersecting point of two fences; thence South zero degrees and 53 minutes West along said fence a distance of 60.0 feet to the Northwestern right of way of said Anniston-Jacksonville Highway; thence at an angle to the left of 100 degrees and 45 minutes and also being in a North-easterly direction and along said right of way a distance of 404 feet to a fence line; thence at an angle to the left of 171 degrees and 22 minutes and also being in a Westerly direction a distance of 393.1 feet to the point of beginning.

ALSO: That "L" shaped parcel of land in the Southeast Quarter of the NW1/4 of Section 16, Township 15 South, Range 8 East and having five sides and being subject to all easements and rights of way as shown in Plat Book "D", Page 92-C and Plat Book "A", Page 1-C of the Probate Office, Calhoun County. And other easements and rights of way so recorded at said Probate Office and being more particularly described as follows: Beginning at a point 1330.1 South and 1314.0 East of the Northwest corner of Section 16, Township 15 South, Range 8 East, said point being considered to be the Northwest corner of the Southeast Quarter of the Northwest Quarter of said section and being based on the General Land Office Resurvey of 1919, as recorded in Office of Probate Judge, Calhoun County, Alabama; thence South zero degrees and fifty three minutes South a distance of 12.2 feet to an iron pipe and thence continuing along said bearing a distance of 63.7 feet more or less to the Northwestern right-of-way of the Jacksonville-Anniston Highway as recorded in said Probate Office on Page 92-C, Plat Book "D"; thence along said right of way a distance of 17.5 feet to the intersection of a fence line; thence at an angle to the left and in a Northerly direction and along said fence a distance of 60 feet to the intersection of another fence; thence at an angle to the right of 87 degrees and 53 minutes and in an Easterly direction and also along said intersection fence a distance of 393.1 feet to a point on the Northwestern right of way of said Highway; thence in Westerly direction created by an angle to the left of approximately 178 degrees and 17 minutes and bearing slightly North of aforementioned fence a distance of 409.1 feet to the point of beginning.

Site #514

The following described real estate lying and being situated in Madison County, Alabama.

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA. MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE SOUTH MARGIN OF HASTIN LAKE ROAD WITH THE EAST MARGIN OF MEMORIAL PARKWAY, SAID POINT IS FURTHER DESCRIBED AS BEING LOCATED NORTH 88 DEGREES 45 MINUTES EAST 1422.60 FEET AND DUE SOUTH 30.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 24.

THENCE FROM THE POINT OF BEGINNING ALONG THE SOUTH MARGIN OF HASTIN LAKE ROAD NORTH 89 DEGREES 56 MINUTES EAST 100.00 FEET; THENCE LEAVING SAID MARGIN SOUTH 16 DEGREES 47 MINUTES WEST 125.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES WEST 100.00 FEET TO A POINT ON THE EAST MARGIN OF MEMORIAL PARKWAY; THENCE ALONG SAID MARGIN NORTH 16 DEGREES 47 MINUTES EAST 125.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.275 ACRES MORE OR LESS.

Site #522

The following described real estate lying and being situated in Madison County, Alabama.

All that part of the Northeast Quarter of Section 24, Township 4 South, Range 1 West more particularly described as commencing at the center of said Section 24; thence North 00 degrees 10 minutes East 2015.00 feet to a point; thence South 02 degrees 52 minutes West 531.15 feet to a point; thence South 02 degrees 15 minutes West 88.55 feet to a point; thence North 87 degrees 27 minutes East 568.34 feet to the point of beginning; thence from the point of beginning North 87 degrees 27 minutes East a distance of 146.10 feet to a point on the Southwestwardly margin of Golf Road; said point is further described as being on the arc of a curve; thence along the Southwestwardly margin of said Golf Road and along the arc of said curve to the right chord bearing a distance of North 36 degrees 17 minutes 20 seconds West 106.63 feet to a point; thence South 87 degrees 28 minutes 30 seconds West a distance of 87.10 feet to a point; thence South 02 degrees 31 minutes 30 seconds East a distance of 88.13 feet to the point of beginning.

The following described real estate lying and being situated in Talladega County, Alabama.

PARCEL I: A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 23, Township 18 South, Range 5 East, being a part of Lots 1, 2, 3 and 4, according to Plat and Map of Pine Ridge Subdivision as recorded in Plat Book 3, page 8, in the office of the Judge of Probate of Talladega County, Alabama, situated in the City of Talladega, more particularly described as follows:

Commence at the southeast intersection of Avenue H (R/W 30 feet) and Broadway Avenue (R/W 120 feet); thence South 89 degrees 23 minutes East along the south right of way boundary of said Broadway Avenue for 190.0 feet to the point of beginning; continue thence South 89 degrees 23 minutes east along said right of way boundary 100.00 feet to a point; thence South 02 degrees 12 minutes East 150.00 feet to a point; thence North 89 degrees 23 minutes West 100.00 feet to a point; thence North 02 degrees 12 minutes West 150.00 feet to the point of beginning.

PARCEL II: An easement for egress, ingress and parking over a strip of land more particularly described as follows:

Beginning at a point on the south line of Broadway Avenue at the point of beginning of the property hereinabove described and run thence southerly at right angles to Broadway Avenue a distance of 150 feet to a point; thence Westerly parallel to the South line of Broadway Avenue a distance of 25 feet to a point; thence Northerly at right angles to the South line of Broadway Avenue a distance of 150 feet to a point on the south line of Broadway Avenue; thence Easterly along the south line of Broadway Avenue a distance of 25 feet to the point of beginning, said easement being a perpetual easement upon which no buildings, structures or improvements shall be constructed except paving, the title to said easement to be appurtenant to and running with the title to the property hereinabove conveyed.

The following described real estate lying and being situated in Talladega County, Alabama: Site #534

Begin at the intersection with the Northwestern right-of-way of East Battle Street and the Northeasterly right-of-way of Tinney Street and run Northwesternly along the Northeasterly right-of-way of Tinney Street a distance of 184.49 feet; thence deflect 86 degrees 43 minutes 11 seconds right and run Northeasterly a distance of 196.43 feet; thence deflect 90 degrees 31 minutes 49 seconds right and run Southeasterly a distance of 76.22 feet; thence deflect 1 degree 02 minutes 00 seconds right and continue Southeasterly a distance of 7.44 feet; thence deflect 1 degree 48 minutes 08 seconds right and continue Southeasterly a distance of 110.00 feet to a point on the Northwestern right-of-way of East Battle Street; thence deflect 89 degrees 17 minutes 52 seconds right and run Southwesterly along the Northwestern right-of-way of East Battle Street a distance of 199.84 feet to the point of beginning.

Said parcel of land being a portion of the Northwest Quarter of the Northeast Quarter, Section 26, Township 18 South, Range 5 East, and being in Talladega, Talladega County, Alabama, and containing 0.86 acre, more or less.

Tract One: Commence at the point of intersection of the South right of way of North Street and the East right of way of Tinney Street in the City of Talladega, Alabama; thence run Southeasterly along said East right of way of 200.07 feet to the point of the beginning of the tract herein described; thence continue Southeasterly on said East right of way for 74.56 feet; thence with an interior angle to the right of 87 degrees 15 minutes, run Northeasterly 200 feet; thence with an interior angle to the right of 90 degrees; run Northwesternly 76.22 feet to a point; thence run Southwesterly 200 feet to the point of beginning. Said real estate is part of the property conveyed to the Grantor herein by deed dated July 2, 1985 and recorded in Deed Book 521, at page 539 in the Office of the Judge of Probate of Talladega County, Alabama.

Tract Two: Commence at the intersection with the Northwestern right of way of East Battle Street and the Northeasterly right of way of Tinney Street and run Northwesternly along the Northeasterly right of way of Tinney Street a distance of 110.00 feet to the point of beginning; from said point of beginning deflect 89 degrees 23 minutes 00 seconds right and run Northeasterly parallel to the Northwestern right of way of East Battle Street and along the Northwesternly line of that property described in Deed Book 510, Page 803, as recorded in the Talladega County Probate Office a distance of 200.00 feet; thence deflect 91 degrees 05 minutes 56 seconds left and run Northwesternly a distance of 7.44 feet; thence deflect 91 degrees 02 minutes 00 seconds left and run Southwesterly along the Southeasterly line of that property described in Deed Book 656, Page 119 as recorded in the Talladega County Probate Office a distance of 200.00 feet to the point of beginning.

Said parcel of land being a portion of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 26, Township 18 South, Range 5 East, lying and being in Talladega, Talladega County, Alabama, and containing 744 square feet or 0.02 acre, more or less.

The following described real estate, lying and being situated in Tallapoosa County, Alabama:

PARCEL ONE: Commence at a corner in place, being a 6x6 concrete monument accepted as the northwest corner of NW 1/4 of SW 1/4 of Section 3, T-22 N, R-21 E, Tallapoosa County, Alabama; thence proceed N-86 deg. 46'E along the north boundary of said quarter section for a distance of 2189.15 feet; thence proceed S-05 deg. 16'56"W for a distance of 305.60 feet, being the POINT OF BEGINNING; from this beginning point proceed N-87 deg. 28'44"E for a distance of 201.61 feet to a point on the westerly ROW line of Cherokee Road (also State Hwy No. 22 and 63); thence proceed S-10 deg. 47'14"W along the westerly ROW line of said road for a distance of 59.80 feet to a point on the flare back of said highway; thence proceed S-54 deg. 46'14"W along the flare back of said highway for a distance of 104.0 feet to a point on the north ROW of Airport Road (also State Hwy No. 22 and Old U.S. Hwy 280); thence proceed S-81 deg. 47'14"W along the north ROW line of said highway for a distance of 118.20 feet to a corner in place; thence proceed N-05 deg. 16'56"E for a distance of 127.29 feet to the POINT OF BEGINNING.

PARCEL TWO:

A parcel of land lying in Section 3, T-22 N, R-21 E, Tallapoosa County, Alabama, being more particularly described as follows: Commence at the locally accepted northwest corner of SW 1/4 of Section 3, T-22 N, R-21 E, thence N-85 deg. 12'00"E 1869.47 feet to a point; thence N-85 deg. 12'14"E 152.07 feet to a found 1/2 inch rebar; thence S-05 deg. 19'01"E 310.94 feet to a point; thence N-83 deg. 05'26"E 120.63 feet to the POINT OF BEGINNING; thence S-04 deg. 22'26"W 123.10 feet to a chip found in concrete on the north ROW line of Old U.S. Hwy 280 (80 foot ROW); thence N-03 deg. 09'43"W 46.62 feet to a point; thence N-08 deg. 55'18"E 77.12 feet to the POINT OF BEGINNING, containing 0.01 acre, more or less.

Site #538

A tract of land containing 0.81 acres, more or less, situated within the Southwest 1/4 of the Northwest 1/4, Section 19, Township 18 South, Range 6 East, Talladega County, Alabama, being more particularly described as follows:

Commence at the intersection of the West Boundary line of Section 19, Township 18 South, Range 6 East, Talladega County, Alabama and the South right-of-way margin of Anniston Highway, also known as Alabama Highway #21; thence run North 64°37'00" East along said right-of-way margin for a distance of 450.00 feet to an iron pin, said point being the True Point of Beginning; thence continue North 64°37'00" East along said right-of-way margin for a distance of 203.09 feet to an iron pin; thence run South 51°48'00" East for a distance of 51.34 feet to an iron pin; thence run South 00°46'00" East for a distance of 110.93 feet to an iron pin; thence run South 64°37'00" West for a distance of 247.00 feet to an iron pin; thence run North 00°46'00" West for a distance of 161.50 feet to a point and back to the True Point of Beginning.

Containing 35255.78 sq. ft or 0.81 acres more or less.

The following described real estate lying and being situated in Jackson County, Alabama.

Site #539

1.5 acres of land, more or less, located in the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 19, Township 2 South, Range 10 East in Jackson County, Alabama, and described as follows:

Beginning at the Southeast corner of said forty acre tract and running thence West along the South boundary of said forty 8.5 chains and to the right of way of the new highway or Alabama State Highway Number 71; thence run in a Northeasterly direction with the Southeastern right of way of said highway 8.7 chains to a point on the East boundary of said forty 5.2 chains North of the Southeast corner thereof; thence run South along the East boundary of said forty 5.2 chains to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

One lot or parcel of land being located in the Southeast part of the Northeast Quarter of the Southwest Quarter of Section 19, Township 2 South, Range 10 East, Jackson County, Alabama, and described as follows: Beginning at a point where the center line of a County road which runs northeast and southwest across the southeast corner of said forty intersects or crosses the south boundary of said forty, and run thence northeast along the center line of said road for a distance of 101 feet and to the point of beginning of the tract conveyed hereby; thence run in a westerly direction for a distance of 239 ½ feet and to a point in the center line of Alabama State Highway No. 71, which is 334 feet northeast of where the center line of said Alabama State Highway No. 71 crosses the south boundary of said forty, thence run northeast with the center line of Alabama State Highway No. 71 to the point where said center line of said Alabama State Highway No. 71 intersects the East boundary of said forty; thence South with the east boundary of said forty to the point where the east boundary of said forty intersects the center line of the county road; thence southwest with the center line of said County Road to the point of beginning.

Certain property described in Deed Book 1364, Page 914, recorded in the Probate Office of Calhoun County, Alabama, being more particularly described as follows:

BEGINNING at an existing iron on the westerly line of the Anniston-Weaver Road, said iron marking the Northeast Corner of the E.E. Fissell Lot and being 1343.5 ft. north of and 15.57 feet west of the Southeast Corner of Section 5, Township 15 South, Range 8 East, thence northerly along the westerly line of the Anniston-Weaver Road a distance of 181.5 feet to an existing iron, thence westerly with a deflecting angle to the left of 107 degree 20 min. a distance of 27.2 feet to a spike, thence westerly with a deflecting angle to the right of 10 degrees 51 min. a distance of 73.5 feet to an existing iron, thence westerly with a deflecting angle to the left of 12 degrees 04 min. a distance of 19.0 feet to an existing iron, thence southerly with a deflecting angle to the left of 72 degrees 51 min. a distance of 182.72 feet to a point on the north line of the E.E. Fissell Lot, thence easterly with a deflecting angle to the left of 100 degrees 27 min. a distance of 114.95 feet along the north line of the E.E. Fissell Lot to the point of beginning, containing 0.48 acres of land, located in the City of Weaver, Calhoun County, Alabama.

PARCEL 2

Commence at the Southeast Corner of Section 5, Township 15 South, Range 6 East, Calhoun County, Alabama; thence run North 00°00'00" East for a distance of 1343.50 feet to a point; thence run North 90°00'00" West for a distance of 15.57 feet to an iron pin on the West right-of-way margin of Weaver-Anniston Road; thence run North 10°49'16" East along said right-of-way margin for a distance of 181.50 feet to a point, said point being the True Point of Beginning; thence run South 83°29'16" West for a distance of 27.20 feet to a point; thence run North 85°39'44" West for a distance of 73.50 feet to a point; thence run South 82°16'16" West for a distance of 19.0 feet to an iron pin; thence run North 18°46'41" East for a distance of 78.54 feet to an iron pin on the South right-of-way margin of Main Street; thence run South 70°07'45" East along said right-of-way margin for a distance of 107.47 feet to an iron pin on the West right-of-way margin of Weaver-Anniston Road; thence run South 10°49'16" West along said right-of-way margin for a distance of 38.43 feet to a point and back to the True Point of Beginning.

Containing 6504.73 sq. ft or 0.15 acres more or less.

EXHIBIT B

Leaseholds

and

**Names And Addresses of the Record Owners of the Real Property Described in this
Instrument**

EXHIBIT "B"

Site No.		Record Owner/Fee Owner & Address	Leasehold and Recording Information
L1	183	Red Oak, L.L.C. P.O. Box 349 Auburn, Alabama 36831	Williamson Oil Co., Inc. by virtue of that certain Contract and Commercial Lease dated November 24, 1997 from Red Oak, L.L.C. recorded at Book 2182, Page 250, in the Office of the Judge of Probate of Lee County, Alabama, and all amendments thereto, if any.
L2	219	Pounders & Associates III, L.L.C. 118 Bradshaw Drive Florence, Alabama 35630	Williamson Oil Co., Inc., by virtue of that certain Lease and Memorandum of Lease For DFM # 219 dated April 29, 2004 and recorded simultaneously herewith at Book _____, Page _____ in the Office of the Judge of Probate of Morgan County, Alabama, and all amendments thereto, if any.
L3	121	McCaig Motel & Restaurant c/o Roy McCaig 755333 Highway 77 Lincoln, Alabama 35096	Williamson Oil Co., Inc., by virtue of that certain Memorandum of Lease dated March 3, 2003 from Ron Clark recorded at Book 802, Page 227 in the Office of the Judge of Probate of Talladega County, Alabama, and all amendments thereto, if any.
L4	132	Hendrix Family Investments, L.L.C. 15390 Highway 43 North Northport, Alabama 35476	Williamson Oil Co., Inc., by virtue of that certain Memorandum of Lease dated April 6, 2002 from Fowler Oil Co., Inc. recorded at Deed Book 2002, Page 12699 in the Office of the Judge of Probate of Tuscaloosa County, Alabama, and all amendments thereto, if any.
L5	112	Rainbow Marketplace, L.L.C. c/o Walter Boatner P.O. Box 1247 Gadsden, Alabama 35902	Williamson Oil Co., Inc., by virtue of that certain Lease and Memorandum of Lease for DFM # 112 dated April 28, 2004 and recorded simultaneously herewith at Book _____, Page _____ in the Office of the Judge of Probate of Calhoun County, Alabama, and all amendments thereto, if any.
L6	225	Fowler Oil Co., Inc. 511 Highway 43 Tuscumbia, Alabama 35674	Williamson Oil Co., Inc., by virtue of that certain Memorandum of Lease dated April 6, 2002 from Fowler Oil Co., Inc. recorded at Fiche 2002-23, Page 397, in the Office of the Judge of Probate of Colbert County, Alabama, and all amendments thereto, if any.
L7	116	Charles E. Baker, Jr. and Christie Baker 806 East 50th Street Anniston, Alabama 36206	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement with Option to Purchase dated February 20, 1985 from Charles E. Baker and Dixie G. Baker recorded at Book 1625, Page 117, Calhoun County, Alabama, and all amendments thereto, if any.
L8	130	I-359 East, Inc. P.O. Box 468 Northport, Alabama 35476	Williamson Oil Co., Inc., by virtue of that certain unrecorded lease evidenced by a Memorandum of Lease dated April 6, 2002 from Fowler Oil Co., Inc. recorded on July 19, 2002 at Book 2002, Page 12702 in the Office of the Judge of Probate of Tuscaloosa County, Alabama, and all amendments thereto, if any.
L9	143	Rainbow Marketplace, L.L.C. c/o Walter Boatner P.O. Box 1247 Gadsden, Alabama 35902	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement dated January 10, 2000 from Rainbow Marketplace, L.L.C. recorded at Miscellaneous Document Number 2000-1426 and Book 2000, Page 80 in the Office of the Judge of Probate of Etowah County, Alabama, and all amendments thereto, if any.
L10	192	Junior C. Farmer P.O. Box 667 Ashville, Alabama 35953	Williamson Oil Co., Inc., by virtue of that certain Lease and Memorandum of Lease for DFM # 192 dated April 28, 2004 and recorded simultaneously herewith in Book _____, Page _____ in the Office of the Judge of Probate of St. Clair County, Alabama, and all amendments thereto, if any.
L11	125	Phillips Family Limited Partnership Post Office Box 799 Gadsden, Alabama 35902	Williamson Oil Co., Inc., by virtue of that certain Lease of Real Property dated May 7, 1993 from Ira E. Phillips, Jr. recorded at Book 2093, Page 383, in the Office of the Judge of Probate Calhoun County, Alabama as modified by Addendum to Lease recorded at Book 2093, Page 403, and all amendments thereto, if any.
L12	105	James R. Fuller 102 Beverly Road Anniston, Alabama 36206	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement dated April 24, 1992 from James R. Fuller recorded at Book 1835, Page 178, in the Office of the Judge of Probate of Calhoun County, Alabama, and all amendments thereto, if any.
L13	196	Scott Land Company, Inc. P.O. Box 2000 Opelika, Alabama 36801	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement dated January 8, 2001 from Scott Land Co., Inc. recorded at Book 2203, Page 595, in the Office of the Judge of Probate of Lee County, Alabama, and all amendments thereto, if any.
L14	205	French L. Barksdale, Vada Nell Barksdale, Daniel L. Barksdale, and Nancy C. Barksdale c/o Compass Bank P.O. Box 1209 Athens, Alabama 35611	Williamson Oil Co., Inc., by virtue of that certain Amended Lease Agreement with Option to Purchase dated April 27, 2004 from French L. Barksdale, Vada Nell Barksdale, Daniel L. Barksdale, and Nancy C. Barksdale recorded on _____, at Fiche _____, Page _____, in the Office of the Judge of Probate of Limestone County, Alabama, and all amendments thereto, if any.
L15	204	Billy Lynn Knott and Wanda May Knott 1698 McMullen Road Gurley, Alabama 35748	Williamson Oil Co., Inc., by virtue of that certain Lease dated February 4, 1991 from Billy Lynn Knott and Wanda May Knott recorded as a Memorandum Lease at Book 0768, Page 0122, in the Office with the Judge of Probate Madison County, Alabama, and all amendments thereto, if any.
L16	131	Fowler Oil Company, Inc. P.O. Box 540 Fayette, Alabama 35555	Williamson Oil Co., Inc. by virtue of that certain Memorandum of Lease dated April 6, 2002 recorded July 19, 2002 from Fowler Oil Co., Inc. recorded at Deed Book 2002, Page 12704, in the Office of the Judge of Probate of Tuscaloosa County, Alabama, and all amendments thereto, if any.

EXHIBIT "B"

Site No.		Record Owner/Fee Owner & Address	Leasehold and Recording Information
L17	153	Brenda Higgins P.O. Box 83 Fort Payne, Alabama 35968	April 28, 2004 and recorded simultaneously herewith at Book _____, Page _____ in the Office of the Judge of Probate of Dekalb County, Alabama, and all amendments thereto, if any.
L18	114	Dan L. Pitts and Gaynelle Pitts 3920 Wilborn Avenue Fort Payne, Alabama 35967	Williamson Oil Co., Inc., by virtue of that certain Lease acknowledged November 23, 1993, by Dan Pitts and Gaynelle Pitts, and acknowledged September 13, 1993 by Williamson Oil Company, Inc., recorded at Book 2093, Page 376 and renewed by agreement recorded in Book 2093, Page 381 in the Office of the Judge of Probate of Calhoun County, Alabama, and all amendments thereto, if any.
L19	167	Brenda Gail Dewyer Higgins Post Office Box 680083 Fort Payne, Alabama 35968-0083	Williamson Oil Co., Inc., by virtue of that certain Lease dated March 13, 1987 from Raymond Hale, Charlene Hale and Raymond Hale Oil Company, Inc. a/k/a Hale Oil Company recorded at Book 368, Page 133, in the Office of the Judge of Probate of DeKalb County, Alabama, and all amendments thereto, if any.
L20	122	Leon Smith and Delone Smith 704 West 9th Street Oxford, Alabama 36203	Williamson Oil Co., Inc., by virtue of that certain unrecorded Lease dated May 11, 1999 by and between Leon Smith and wife, Delone Smith, as landlord and Williamson Oil Co., Inc. as tenant, and all amendments thereto, if any.
L21	149	L. D. McReynolds and Neila McReynolds P.O. Box 375 Collinsville, Alabama 35961	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement With Option to Purchase dated October 2, 1989 by and between L. D. McReynolds and Neila McReynolds as landlord and Williamson Oil Company, Inc. as tenant, recorded in Deed Book 368, page 117, in the Office of the Judge of Probate of Etowah County, Alabama on _____, and all amendments thereto, if any.
L22	223	Elron C. Joiner and Mildred Joiner P.O. Box 2409 Muscle Shoals, Alabama 35660	Williamson Oil Co., Inc. by virtue of that certain Lease to Company dated January 27, 1970 by and between Elon C. Joiner and Mildred Joiner as landlord, and Humble Oil and Refining Company as tenant, recorded at Deed Book 312, page 745 in the Office of the Judge of Probate Colbert County, Alabama, as amended by (unrecorded) Amended Lease dated July 24, 1999, assigning the tenant's interest to Williamson Oil Company, Inc., as evidenced by that certain Memorandum of Lease dated July 26, 1999, and all amendments thereto, if any.
L23	103	Louise Fant P.O. Box 926 Anniston, Alabama 36201	Williamson Oil Co., Inc., by virtue of that certain unrecorded Lease Agreement dated December 21, 1973 by and between Marcus Fant and wife, Louise Fant, as landlord, and Henry Newt Barnett, Sr. and Henry Newt Barnett, Jr., as tenant; assigned to Williamson Oil Company, Inc. by that certain Agreement to Assign dated February 11, 1991 from Ziff Oil Corporation, predecessor-in-interest to Henry Newt Barnett, Sr. and Henry Newt Barnett, Jr.; extended by that certain Unrecorded Additional Option to Original Lease dated December 21, 1973, dated June 2, 1981; and amended by that certain Addendum To Lease Dated December 21, 1973, As Amended June 2, 1981, dated August 25, 1986, of record in Book 2093, Page 372 in the Office of the Judge of Probate Calhoun County, Alabama on June 25, 1999, and all amendments thereto, if any.
L24	111	Leon Smith 704 West 9th Street Oxford, Alabama 36203	Williamson Oil Co., Inc., by virtue of that certain Sublease dated July 13, 1993 from Leon Smith and Delone Smith and recorded at Book 723, Page 263, in the Office of the Judge of Probate of Talladega County, Alabama, and all amendments thereto, if any.
L25	172	Kerry Akins c/o First State Bank P.O. Box 681299 Fort Payne, Alabama 35968	Williamson Oil Co., Inc., by virtue of that certain unrecorded Lease dated December 2, 1997 by and between Kerry Akins as landlord and Williamson Oil Co., Inc. as tenant, and all amendments thereto, if any.
L26	189	ABDCOR, INC. c/o Angela C. Morrow 1055 Edinbor Drive Boulder, Colorado 80305	Williamson Oil Co., Inc., by virtue of that certain Lease and Lease Extension Agreement dated January 27, 1990 by and between ABDCOR, Inc. as assignee from Dr. Charles L. Camp, and Williamson Oil Co., Inc., as recorded in Miscellaneous Book 7, Page 123 in the Office of the Probate Judge, Coosa County, Alabama, and all amendments thereto, if any.
L27	156	Lowell Barron P.O. Box 65 Fyffe, Alabama 35971	Williamson Oil Co., Inc., by virtue of that certain Lease dated December 13, 1993 by and between Lowell Barron, as landlord and Williamson Oil Company, Inc., as tenant as recorded on June 24, 1999 in Deed Book _____, Page 344 in the Office of the Judge of Probate Dekalb County, Alabama, and all amendments thereto, if any.
L28	142	Ivalene Jennings and Melba Jennings 1345 Big Nose Drive Centre, Alabama 35960	Williamson Oil Co., Inc., by virtue of that certain Lease dated June 1, 1994 by and between Ivalene Jennings, an unmarried woman, and Melba Jennings, an unmarried woman, as landlord, and Danny G. Lecroy and wife, Cherry J. Lecroy, as tenant, as recorded on September 6, 1994 in Book A232, Page 16 in the Office of the Judge of Probate Cherokee County, Alabama; which property was sublet to Williamson Oil Co., Inc. by that certain Unrecorded Sublease Agreement dated January 27, 2004, and all amendments thereto, if any.

EXHIBIT "B"

Site No.	Record Owner/Fee Owner & Address	Leasehold and Recording Information
L29	166 John O. Gilbreath and W.H. Mattox 1828 Gault Avenue North Fort Payne, Alabama 35967 William H. Mattox 426 Scenic Road Fort Payne, Alabama 38967	Williamson Oil Co., Inc., by virtue of that certain Lease Assignment and Assumption dated July 12, 1985 from Key Food Marts, Inc.; extended by that certain unrecorded Memorandum Agreement dated August 20, 1993 between William H. Mattox and John O. Gilbreath, as Lessor, and Williamson Oil Company, Inc., as Lessee, and amended by that certain Lease and Memorandum of Lease For DFM # 166 dated _____, 2004 and recorded simultaneously herewith at Book _____, Page _____ in the Office of the Judge of Probate of Dekalb County, Alabama, and all amendments thereto, if any.
L30	177 Robert Edward Bice and wife, Patricia F. Bice 156 Greenspoint Alexander, Alabama 35010	Williamson Oil Co., Inc., by virtue of that certain unrecorded Lease dated February 3, 1975 by and between Robert Edward Bice and Wife, Patricia F. Bice, as landlord and Jr. Food Stores, Inc., tenant; as amended by that certain Agreement to Amend and Extend Lease dated March 21, 1990 by and between Robert Edward Bice and wife, Patricia F. Bice as landlord and Williamson Oil Co., Inc., as tenant, recorded on June 25, 1999 in the Office of the Judge of Probate of Tallapoosa County, referencing September 10, 1998 Assignment from Jr. Food Stores, Inc. to Williamson Oil Co., Inc., and all amendments thereto, if any.
L31	145 James Lederal Rogers and wife, Nancy Rogers 211 Pumpkin Center Road Exit Fort Payne, Alabama 35967	Williamson Oil Co., Inc., by virtue of that certain Lease dated August 1, 1997 by and between James Lederal Rogers and Wife, Nancy Rogers, as landlord, and Williamson Oil Company, Inc., as tenant, a memorandum of which is dated August 1, 1997 and recorded on June 24, 1999 in Deed Book 496, Page 329 in the Office of Judge of Probate Dekalb County, Alabama, and all amendments thereto, if any.
L32	170 G. H. Farmer and Ollie E. Farmer Route One Leesburg, Alabama 35083	Williamson Oil Co., Inc., by virtue of that certain Lease Agreement dated September 10, 1980 by and between G. H. Farmer and Wife, Ollie E. Farmer, as landlord, and Williamson Oil Company, Inc., as tenant, which was recorded on June 28, 1999 in Book A319, Page 77 in the Office of Probate Judge Cherokee County, Alabama; and extended by that certain Lease Extension Agreement dated October 14, 1992, recorded in Book A319, Page 74, and all amendments thereto, if any.
L33	155 Gary S. Mattox 601 Forest Avenue Fort Payne, Alabama 35967	Williamson Oil Co., Inc., by virtue of that certain unrecorded Lease dated January 13, 1976 by and between Gary S. Mattox, as landlord, and Shop & Go, Inc., as tenant; as assigned by that certain Assignment of Lease dated March 7, 1979 from Shop & Go, Inc. to Little Quickie Food Stores of Alabama, Inc.; as assigned by that certain Assignment of Lease and Assumption Agreement dated July 27, 1981 by and between Junior Food Stores of West Florida, Inc., successor to Little Quickie Food Stores of Alabama, Inc., as assignor and Key Food Marts, Inc., as assignee, recorded on August 4, 1981 in Deed Book 279, Page 329 in the Office of Judge of Probate of Dekalb County, Alabama; as assigned by that certain Assignment of Lease and Assumption Agreement dated September 29, 1983 by and between Key Food Marts, Inc. as assignor and Williamson Oil Company, Inc. as assignee, unrecorded; and extended and modified as evidenced by that certain Memorandum Agreement dated August 20, 1993 by and between Gary Mattox as landlord, and Williamson Oil Company, Inc., as tenant, as recorded in Deed Book 496, Page 332 in the Office of Judge of Probate of DeKalb County, Alabama, and all amendments thereto, if any.
L34	152 The Glen E. Kilgore Generation Skipping Trust P.O. Box 1099 Rainsville, Alabama 35986	Williamson Oil Co., Inc., by virtue of that certain unrecorded Commercial Lease Agreement dated February 16, 2001 by and between the Glen E. Kilgore Generation Skipping Trust, as landlord, and Williamson Oil Co., Inc., as tenant, and all amendments thereto, if any
	152-B Gwenda H. Morgan 2737 County Road 19 Grove Oak, Alabama 35975	Williamson Oil Co., Inc., by virtue of that certain unrecorded that certain Commercial Lease Agreement dated May 1, 2001 by and between Gwenda H. Morgan, as landlord, and Williamson Oil Co., Inc., as tenant, and all amendments thereto, if any.
L35	1007 Parcel 1: Dorothy W. Grief; Parcel 2: Brite Enterprises, Inc.; Parcel 3: Brite Enterprises, Inc.; Parcel 4: James W. Brite.	MAPCO Family Centers, Inc., by virtue of that certain Lease by and between Charles Marquis and Mapco Petroleum dated November 20, 1991 and recorded in Book 782, Page 27, as assigned in Book 728, Page 155 as re-recorded in Book 782, Page 40 and as further assigned in Book 830, Page 512 and as further assigned in Book 830, Page 515 and Book 830, Page 518 all with the Register's Office of Robertson County, Tennessee, and all amendments thereto, if any.
L36	1028 Arthur Fort, Chris Fort, Dudley Fort, Jr. M.D., Garth F. Fort, Chloe Lenderman, Seth Lowe, and Bob Lowe.	MAPCO Family Centers, Inc., by virtue of that certain Lease recorded in Book 209, page 40 as amended in Book 609, page 280 as assigned in Book 728, page 138 as further assigned in Book 830, page 672, as further assigned in Book 830, Page 676 all with the Register's Office of Robertson County, Tennessee, and all amendments thereto, if any.

EXHIBIT "B"

Site No.	Record Owner/Fee Owner & Address	Leasehold and Recording Information
L37	3064 Highway 109 Investment Group, a Tennessee General Partnership 109 Bluegrass Point Hendersonville, Tennessee 37075	Mapco Family Centers, Inc., by virtue of that certain Lease as recorded in Book 512, Page 254; as amended by TD Book 718, Page 508; TD Book 734, Page 153; TD Book 739, Page 457; as assigned to Williams TravelCenters, Inc., by O.R. Book 888, Page 1560; and assigned to Pilot Travel Centers LLC in Book 961 Page 1643, and further assigned by Assignment and Assumption of Real Property Lease from Pilot Travel Centers LLC, to Mapco Family Centers, Inc., in Book 961, Page 1646, in said Register's Office, and all amendments thereto, if any.
L38	3212 Roy Eugene Trice and Mary Alice Trice (parcel 1) 6692 Owen Hill Road College Grove, Tennessee 37046	Mapco Family Centers, Inc., by virtue of that certain Lease Agreement dated June 30, 1997, by and between Roy Eugene Trice and Mary Alice Trice, as Landlord, and Mapco Petroleum Inc., as Tenant, evidenced by "Memorandum of Lease" of record in Book 1574, Page 761; as amended by (unrecorded) First Amendment to Lease dated September 23, 1997; Mapco Petroleum Inc. assigned its interest in the Lease to Mapco Express, Inc., by assignment dated October 21, 1997, as evidenced by "Notice of Assignment of Ground Lease," of record in Book 2580, Page 361; as further assigned to Pilot Travel Centers LLC as evidenced by "Memorandum of Assignment," of record in Book 2738, Page 955; and as further assigned to Mapco Family Centers, Inc., by "Assignment and Assumption of Real Property Lease," of record in Book 2738, Page 963, all in the Register's Office of Williamson County, Tennessee, and all amendments thereto, if any, and all amendments thereto, if any. (as to Parcel 1 only.)
L38	3064 HJL, L.P. (parcel 2) 149 Barker Road Nashville, Tennessee 37214	Mapco Family Centers, Inc., by virtue of that certain Lease Agreement dated September 27, 1993, by and between L. Hoyte Eakes, as Landlord, and Mapco Petroleum Inc. as Tenant, as evidenced by that certain "Memorandum of Lease," of record in Book 1121, Page 824; as assigned to Williams TravelCenters, Inc., by "Assignment and Assumption of Lease," of record in Book 2344, Page 271; as further assigned to Pilot Travel Centers LLC as evidenced by "Memorandum of Assignment," of record in Book 2738, Page 951; and as further assigned to Mapco Family Centers, Inc., by "Assignment and Assumption of Lease," of record in Book 2738, Page 959, all in the Register's Office of Williamson County, Tennessee, and all amendments thereto, if any. (As to Parcel 2 only.)
L39	3378 Janice M. Bruce 343 East Main Street Henderson, Tennessee 37075	Mapco Family Centers, Inc., by virtue of that certain Memorandum of Lease dated October 1, 1999 by and between Franklin Exxon, LLC, Landlord, and Williams Express, Inc., Tenants, of record in Book 1916, Page 494 as assigned by Assignment and Assumption of Lease dated October 1, 2000 by and between Williams Express, Inc., Assignor, and Williams TravelCenters, Inc., Assignee, of record in Book 2370, Page 435 as further assigned by Memorandum of Assignment dated February 27, 2003 by and between Williams TravelCenters, Inc., Assignor, and Pilot Travel Centers, L.L.C., Assignee, of record in Book 2738, Page 879 and further assigned by Assignment and Assumption of Real Property Lease dated February 27, 2003 by and between Pilot Travel Centers LLC, Assignor, and Mapco Family Centers, Inc., Assignee, of record in Book 2738, Page 883, all in the Register's Office, Williamson County, Tennessee, and all amendments thereto, if any.

MORTGAGE RECORDATION TAX ORDER

STATE OF ALABAMA

* A proceeding authorized by

* §40-22-2(8)a,

COUNTY OF MONTGOMERY

* Code of Alabama 1975

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes now the Petitioner, SUNTRUST BANK, as Administrative Agent, and asks the Department of Revenue to fix and determine the amount of mortgage recording tax due, pursuant to §40-22-2(8), Code of Alabama 1975, upon recordation of the MORTGAGE, (the "Mortgage"), from Williamson Oil Co., Inc. to Petitioner within and without the State of Alabama and encompasses property in more than one county in Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. That the total amount of indebtedness owned by the Petitioner, and secured by the Mortgage is \$40,500,000.00.
2. That the total value of all property covered by the Mortgage, both within and without the State of Alabama, is \$61,909,400.00.
3. That the total value of all property located within the State of Alabama and covered by the Mortgage is \$51,592,000.00.
4. That the amount of indebtedness which is allocable to Alabama and upon which mortgage recording tax is due upon recordation of the Mortgage is \$33,748,650.00.

5. That the amount of mortgage recording tax to be paid, at the rate of \$.15 for each \$100.00, or fraction thereof, of indebtedness, which is attributable to the property located within the State of Alabama is \$50,622.95.

6. That the Mortgage is an open-end mortgage which secures future advances and the debt secured thereunder is a revolving loan; therefore, a bond or annual report is required to be filed pursuant to §40-22-2(2), Code of Alabama 1975.

7. That the Mortgage is to be recorded in Calhoun, Cherokee, Colbert, Coosa, Clay, DeKalb, Etowah, Jackson, Lauderdale, Lee, Limestone, Madison, Marshall, Morgan, Shelby, St. Clair, Talladega, Tallapoosa and Tuscaloosa Counties, Alabama.

8. That the relative property values of the properties lying within the State of Alabama are as follows:

COUNTY	VALUE	PERCENTAGE
1. Calhoun	\$9,570,000	18.55%
2. Cherokee	\$447,000	.87%
3. Colbert	\$990,000	1.92%
4. Coosa	\$310,000	.60%
5. Clay	\$1,600,000	3.10%
6. DeKalb	\$5,745,000	11.14%
7. Etowah	\$1,460,000	2.83%

any applicable recording fees. Upon payment of the mortgage recording tax and upon the initial filing of the Mortgage, copies of the Mortgage shall be acceptable for recordation in the other counties, pursuant to §40-22-2(5), Code of Alabama 1975, without the payment of any further mortgage recording tax. The Probate Judges of these counties are entitled to collect applicable recording fees, however. §40-22-2(5). Also, the Petitioner is ORDERED to abide by the reporting and paying provisions of §40-22-2(2)b, Code of Alabama 1975, concerning any future advances.

DONE this 5th day of MAY 2004.

ALABAMA DEPARTMENT OF REVENUE

By: Cynthia Underwood
Assistant Commissioner of Revenue

ATTEST:

[Signature]
As Secretary

[Signature]
Legal Division