



20050509000295950 1/11 \$47.75  
Madison Cnty Judge of Probate, AL  
05/09/2005 10:36:28AM FILED/CERT

**THIS INSTRUMENT IS BEING FILED FOR  
THE PURPOSE OF DEFINING THE  
PREMISES KNOWN AS THE "BELLEVUE  
SITE" IN DAVIDSON COUNTY, TENNESSEE.**

**Maximum Principal Indebtedness for  
Tennessee Recording Tax Purposes is \$-0-**

**Tax paid at Instrument No. 20041007-0121403,  
Register of Deeds of Davidson County, TN**

**2005 12108**

**Prepared by and return to:**

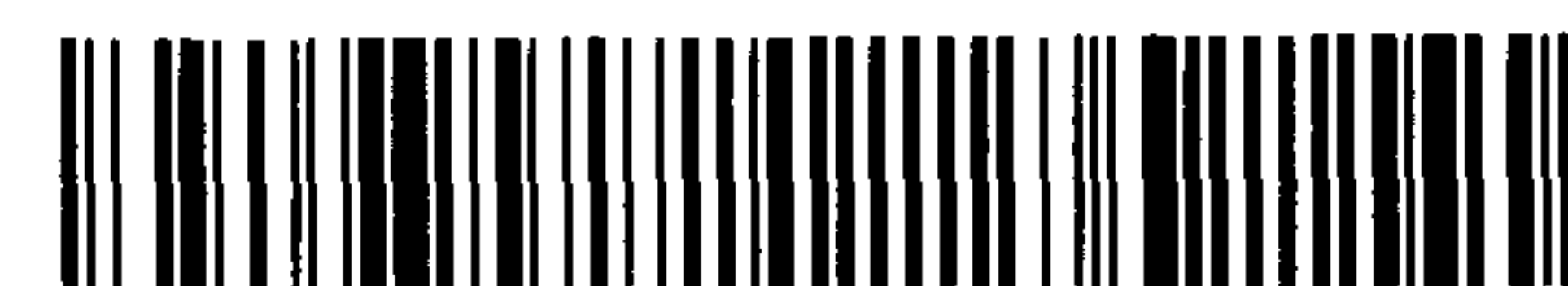
The document is 1 of 8 counterparts to be recorded  
in the following counties:

Jackson County, AL  
Jefferson County, AL  
Madison County, AL  
Shelby County, AL  
Davidson County, TN  
Sumner County, TN  
Robertson County, TN  
Lincoln County, TN

**Sherry D. Olson, P.C.  
2515 Kings Way  
Cumming, Georgia 30040  
Phone: 770-205-8858 ext 102**

**2 0 0 5 0 6 / 7 0 7 5**

**FIFTH MODIFICATION TO  
MORTGAGES AND SECURITY AGREEMENTS AND  
DEED OF TRUST AND SECURITY AGREEMENT**



20050519000241930 1/11 \$42.00  
Shelby Cnty Judge of Probate, AL  
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from

**AJS ASSOCIATES** (the "Grantor" or "Borrower")  
for the benefit of

**BANK OF AMERICA, N.A.**

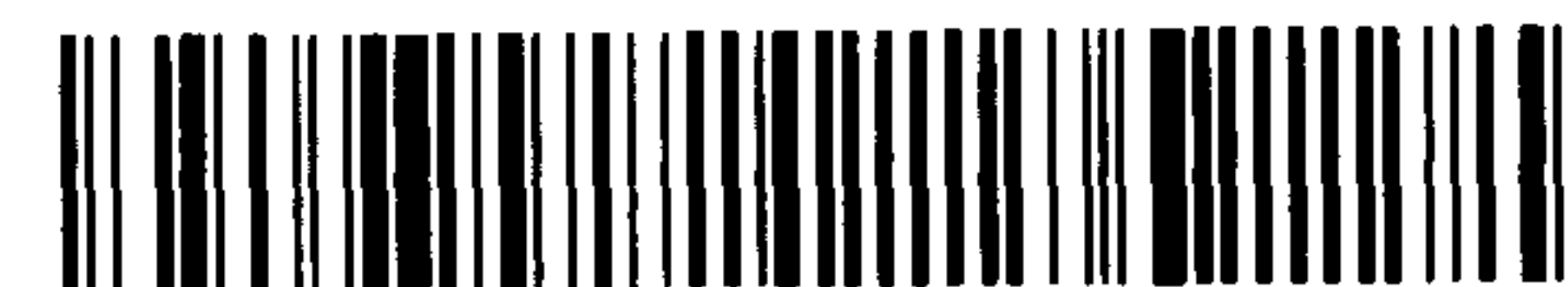
(formerly known as NationsBank, N.A., NationsBank of Georgia, N.A. and The Citizens and Southern National  
Bank) (the "Beneficiary" or "Lender")

**Cross-Reference to Original Deed of Trust or Mortgages:**

County	State	Prior Recorded Documents
Jackson	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 16, 1997 at 11:14 a.m. in Book 97, page 15581 in the Probate Office of Jackson County, Alabama.
Jackson	AL	Modification of Mortgage filed in Book 98, page 21966, in the Probate Office of Jackson County, Alabama.
Jackson	AL	Mortgage and Security Agreement, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded at INSTRUMENT NO. 93-6408, Jackson County.
Jackson	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Deed Book 2003, Page 27737, Register of Deeds of Jackson County, AL.
Jackson	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 21, 2004 at Deed Book 2004, Page 25983, Register of Deeds of Jackson County, AL.
Jackson	AL	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 24, 2004, recorded on April 13, 2005 at Deed Book 2005, Page 9287, Register of Deeds of Jackson County, AL.

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Jefferson	AL	Amendment to Purchase Money Mortgage and Security Agreement, dated January 12, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3536, PAGE 259.
Jefferson	AL	First Amendment to Purchase Money Mortgage and Security Agreement, dated March 29, 1988, recorded in BESSEMER REAL VOLUME 694, Page 404, and recorded in REAL VOLUME 3357, PAGE 098.
Jefferson	AL	First Amendment to Purchase Money Mortgage and Security Agreement, dated February 1, 1991, recorded in REAL VOLUME 3970, PAGE 630.
Jefferson	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 10, 1997 at 15:37 p.m. in Instrument No. 9711-991 in the Probate Office of Jefferson County, Alabama.
Jefferson	AL	Leasehold Mortgage and Security Agreement executed by AJS Associates to Bank of America, N.A. dated November 26, 2001, filed for record December 11, 2001, at 10:34 am, record in Instrument Number 200115/5328, in the Office of the Judge of Probate of Jefferson County, AL.
Jefferson	AL	Leasehold Mortgage and Security Agreement, dated July 15, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3425, PAGE 468, Probate Office.
Jefferson	AL	Modification of Mortgage filed in Instrument 9816/1253, in the Probate Office of Jefferson County, Alabama.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated April 7, 1995, by AJS Associates to NationsBank of Georgia, N.A., recorded REAL VOLUME 1080, PAGE 451, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 17, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in BESSEMER REAL VOLUME 995, PAGE 247, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 30, 1986, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3061, PAGE 093, Office of the Judge of Probate, re-filed in BESSEMER REAL VOLUME 634, PAGE 33.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 30, 1986, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3061, PAGE 093, Office of the Judge of Probate, re-filed in BESSEMER REAL VOLUME 634, PAGE 33.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated December 9, 1994, by AJS Associates to NationsBank of Georgia, N.A., recorded in INSTRUMENT NO. 9414-1898, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated June 16, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 703, PAGE 856, Probate Office, Bessemer Division.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated June 21, 1991, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 4050, PAGE 43, Probate Office.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 14, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3350, PAGE 944, Office of the Judge of Probate.
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 29, 1988, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3357, PAGE 61, Office of the Judge of Probate
Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 29, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in REAL VOLUME 4509, PAGE 831, Probate Office.



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Jefferson	AL	Purchase Money Mortgage and Security Agreement, dated March 31, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3581, PAGE 372, Probate Office.
Jefferson	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 3, 2003 at Deed Book 200313, Page 6169, Register of Deeds of Jefferson County, AL.
Jefferson	AL	Second Mortgage and Security Agreement, dated June 13, 1989, by AJS Associates to The Citizens and Southern National Bank, recorded in REAL VOLUME 3623, PAGE 620, Probate Office of the Judge of Probate.
Jefferson	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on November 1, 2004 at Deed Book 200414, Page 7989, Register of Deeds of Jefferson County, AL.
Jefferson	AL	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 24, 2004, recorded on March 9, 2005 at Book 200504, Page 0656, Register of Deeds of Jefferson County, AL.
Madison	AL	First Modification to Mortgages and Security Agreements executed by and between AJS Associates and NationsBank, N.A., dated September 19, 1997 and recorded October 17, 1997 at 1:33 p.m. in Book 2328, page 532 in the Probate Office of Madison County, Alabama.
Madison	AL	Future Advance Mortgage, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in MORTGAGE BOOK 1909, PAGE 667, Judge of Probate, Madison County; and recorded at INSTRUMENT NO. 93-6408, Jackson County.
Madison	AL	Leasehold/Fee Mortgage and Security Agreement from AJS Associates to Bank of America, N.A. dated 1-17-01, filed for record 2-9-01 at 11:27 a.m., recorded in Mortgage Book 2751, Page 1084, in the Probate Office of Madison County, AL.
Madison	AL	Mortgage from AJS Associates to Bank of America, N.A., dated May 30, 2002 and recorded May 31, 2002 at 12:15 p.m. in Mortgage Book 3049, page 1112, in the office of the Judge of Probate for Madison County, AL, as amended by that certain Amendatory Agreement dated July 30, 2002 and recorded August 1, 2002 in Mortgage Book 3088, page 912.
Madison	AL	Second Modification to Mortgages and Security Agreement from AJS Associates to NationsBank, N.A. dated October 9, 1998, at 3:33 p.m., in Mortgage Book 2482, page 821, in the Office of the Probate Judge of Madison County, AL.
Madison	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 8, 2003 at Deed Book 3488, Page 385, Register of Deeds of Madison County, AL.
Madison	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on October 7, 2004 at Instrument No. 20041007000422580, Register of Deeds of Madison County, AL.
Madison	AL	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 24, 2004, recorded on April 6, 2005 at Instrument Number 20050406000205810, Register of Deeds of Madison County, AL.
Shelby	AL	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Document # 20030904000588090, Register of Deeds of Shelby County, AL.
Shelby	AL	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on October 4, 2004 at Instrument No. 20041004000547720, Register of Deeds of Shelby County, AL.
Shelby	AL	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 24, 2004, recorded on March 10, 2005 at Instrument Number: 20050310000108690, Register of Deeds of Shelby County, AL.



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Davidson	TN	Deed of Trust dated January 20, 2000, executed by AJS Associates in favor of Bank of America, N.A. filed for record January 21, 2000 at 4:03 PM as Instrument No. 200001210007428, in the Register of Deeds for Davidson County, TN
Davidson	TN	Deed of Trust executed by AJS Associates to Stuart Jones, Trustee in favor of NationsBank, N.A. dated 5/25/99 and recorded 05/27/99 at 2:03 P.M. in Book 11497, Page 327, Register of Deeds for Davidson County, TN.
Davidson	TN	Leasehold Deed of Trust by AJS Associates to NationsBank, N.A. dated May 24, 1999 and recorded May 27, 1999 at Deed Book 11497, page 407, Register of Deeds for Davidson County, TN.
Davidson	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 4, 2003 at Deed Book 20030904, Page 0128543, Register of Deeds of Davidson County, TN.
Davidson	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 20, 2004 at Instrument No. 20040920-0112990, Register of Deeds of Davidson County, TN.
Davidson	TN	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 30, 2004, recorded on October 7, 2004 at Instrument No. 20041007-0121403, Register of Deeds of Davidson County, TN.
Lincoln	TN	Deed of Trust and Security Agreement, dated May 10, 1993, by AJS Associates to NationsBank of Georgia, N.A., recorded in TRUST DEED BOOK 319, PAGE 446, Register of Deeds, Lincoln County, TN.
Lincoln	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Document #03028634, Register of Deeds of Lincoln County, TN. (SOURCE OF TITLE BOOK - TD489, PAGE 49)
Lincoln	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 23, 2004 at Deed Book TD524, Page 99, Register of Deeds of Lincoln County, TN.
Lincoln	TN	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 30, 2004, recorded on November 8, 2004 at Deed Book TD526, Page 864, Register of Deeds of Lincoln County, TN.
Robertson	TN	Deed of Trust, executed by AJS Associates to Larry D. Craig, Trustee for Bank of America, N.A., dated August 8, 2000 and recorded August 19, 2000 at 10:30 a.m. in Book 628, Page 530, Register of Deeds for Robertson County, TN.
Robertson	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Deed Book 886, Page 629, Register of Deeds of Robertson County, TN.
Robertson	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 17, 2004 at Deed Book 972, Page 710, Register of Deeds of Robertson County, AL.
Robertson	TN	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 30, 2004, recorded on November 4, 2004 at Deed Book 982, Page 623, Register of Deeds of Robertson County, TN.
Sumner	TN	Leasehold Deed of Trust by AJS Associates to NationsBank, N.A. dated May 24, 1999 and recorded May 28, 1999 at Deed Book 979, page 247, Register of Deeds for Sumner County, TN.
Sumner	TN	Second Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated August 27, 2003 with an effective date of August 29, 2003, recorded on September 5, 2003 at Deed Book 1839, Page 779, Register of Deeds of Sumner County, TN.

  
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 Shelby Cnty Judge of Probate, AL  
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Sumner	TN	Third Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 7, 2004, recorded on September 20, 2004 at Deed Book 2097, Page 531-540, Register of Deeds of Sumner County, AL.
Sumner	TN	Fourth Modification to Mortgages and Security Agreements and Deed of Trust and Security Agreement dated September 30, 2004, recorded on October 8, 2004 at Deed Book 2111, Page 127, Register of Deeds of Sumner County, TN.



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**FIFTH MODIFICATION TO  
MORTGAGES AND SECURITY AGREEMENTS AND  
DEED OF TRUST AND SECURITY AGREEMENT**

This FIFTH MODIFICATION TO MORTGAGES AND SECURITY AGREEMENTS AND DEED OF TRUST AND SECURITY AGREEMENT (this "Modification") executed this 29th day of October, 2004 and effective the 29th day of October, 2004, by and among **AJS ASSOCIATES** (the "Grantor" or "Borrower") and **BANK OF AMERICA, N.A.** (formerly known as NationsBank, N.A., NationsBank of Georgia, N.A. and The Citizens and Southern National Bank) (the "Beneficiary" or "Lender").

**RECITALS**

WHEREAS, on September 30, 2004, Borrower executed and delivered that certain Promissory Note in the amount of \$3,500,000.00 (the "\$3,500,000.00 Note") to Lender which is also secured by the Mortgages;

WHEREAS, on even date herewith, Borrower has requested and Lender making an advance under the \$3,500,000.00 Note for the acquisition of real property located at 7121 Highway 70 South, Nashville, TN (Davidson County) (Bellevue Site).

NOW THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** Borrower and Lender hereby approve the foregoing recitations and agree that said recitations are true and correct in all respects.

2. **Definitions.** As defined in and used throughout the Mortgages,

A. "Premises" is amended to mean with respect to the Bellevue Site:

The fee simple interest in that certain Land located in the State of Tennessee, as more particularly described in Exhibit A attached hereto which is by this reference incorporated herein.

TOGETHER with all buildings, structures and improvements of every kind whatsoever now or hereafter situated on the said Premises, and all fixtures, machinery and equipment of every nature whatsoever now or hereafter owned by the Grantor and located in, on and used or intended to be used in connection with or with the operation of said property, buildings, structures, or other improvements including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, rights, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity of the Grantor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving as a license to Grantor; however, so long as Grantor is not in default hereunder, the right to receive and retain the rents, profits, issues and revenues thereof; and



(b) All judgments, awards or damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Trustee, with the consent of Beneficiary, is hereby authorized on behalf and in the name of Grantor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, to the Secured Indebtedness in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

By execution of this Amendment, Borrower covenants that Borrower is now lawfully seized of the Premises, has a good right to convey same, and that the same are unencumbered, except as specifically set forth on Exhibit B attached hereto. Borrower further covenants and binds itself, its successors, heirs and representatives, to warrant and defend the title to the Premises to the Trustee forever against the lawful claims of all persons.


3. **Cross-Collateralization/Cross-Default.**

(a) Cross Default. Borrower hereby agrees that an event of default under any of the Mortgages listed on the cover page of this Modification shall be an event of default under each and every other one of the Mortgages and any future mortgages or deeds of trust executed by Borrower in favor of Lender. Borrower hereby also agrees that it is an event of default hereunder should Borrower fail to pay as and when due and payable any amounts owed by Borrower to Lender under the Note, any other note, contract, obligation or account and the failure to observe and perform any term, covenant, condition or agreement in any other document between Borrower and Lender or from Borrower in favor of Lender, and such failure shall not have been fully corrected within thirty (30) days after Lender has given written notice thereof to the Borrower.

(b) Cross-Collateralization. Borrower acknowledges that the Mortgages shall also secure any and all other obligations or indebtedness of Borrower due to Lender with interest thereon as specified, or of any one of the Borrowers, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of the Mortgages, including, but not limited to, the New Note and the Note Modification.

4. **General.** Except as specifically modified herein, all other terms and conditions of the Mortgages shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the Borrower has caused this Modification to be signed in its name by its duly authorized individuals and its seal to be hereunto affixed, the day and year first above written.

BORROWER:

AJS Associates, a Kentucky general partnership,  
by its two (2) general partners

BY: OBERST CORPORATION,  
a Kentucky corporation, its General Partner

By: *Norma V. Oberst*  
Norma V. Oberst, President

(Corporate Seal)

BY: ALICE J. SCHLEICHER HUNTSVILLE,  
INC., an Indiana corporation, its General Partner

By: *Alice J. Schleicher*  
Alice J. Schleicher, President

(Corporate Seal)

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Norma V. Oberst, whose name as President of Oberst Corporation, a Kentucky corporation, as General Partner in AJS Associates, a Kentucky general partnership, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 1 day of <sup>Nov.</sup> ~~October~~, 2004.


My Commission expires:

1-21-2008

*Wanda J. Sullivan*  
Notary Public

[AFFIX NOTARY SEAL]

(Notary continued on the next page.)

  
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Shelby Cnty Judge of Probate, AL  
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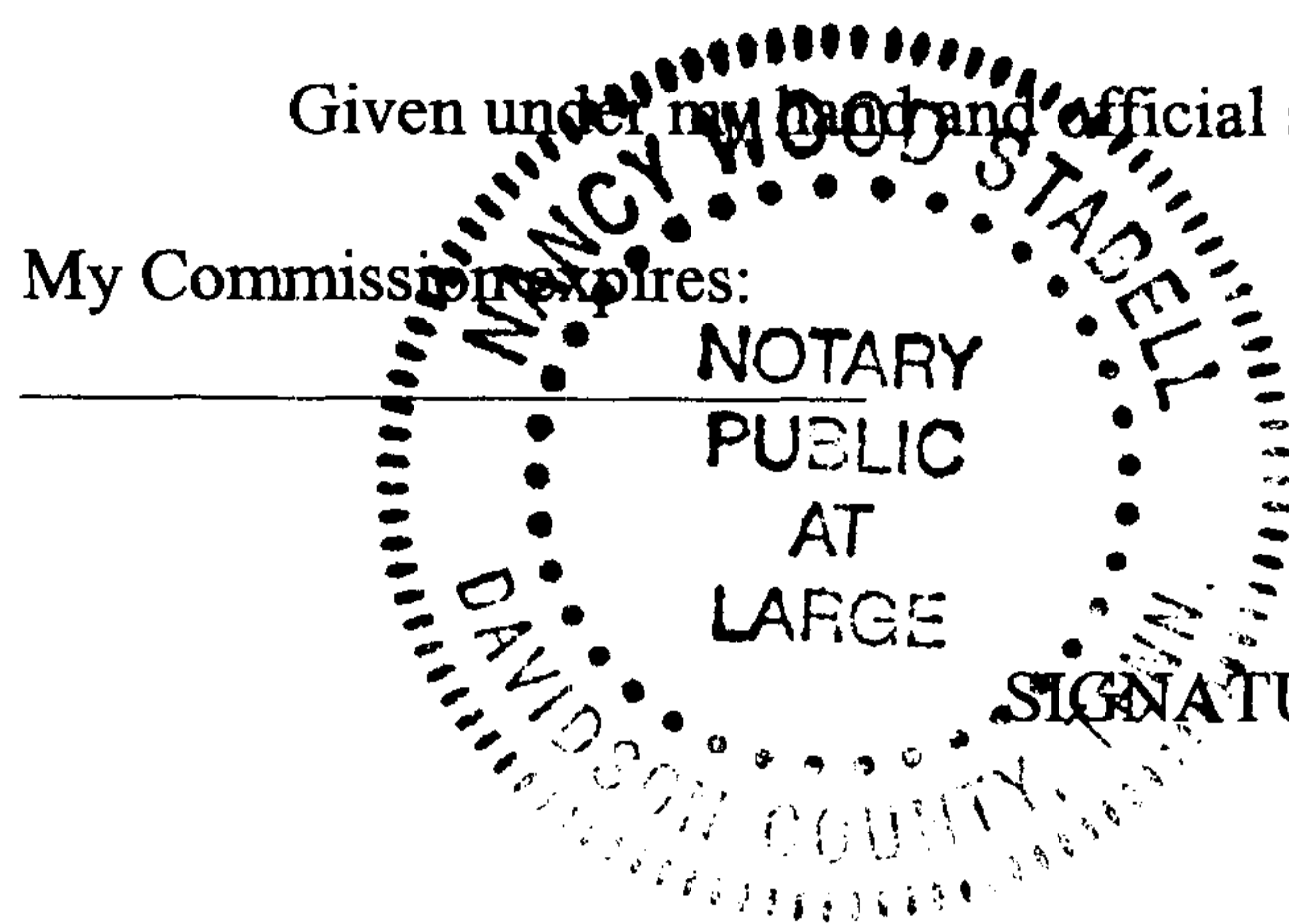
2005 12116

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Alice J. Schleicher, whose name as President of Alice J. Schleicher Huntsville, Inc., an Indiana corporation, as General Partner in AJS Associates, a Kentucky general partnership, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation, acting in its capacity as General Partner as aforesaid.

Given under my hand and official seal this the 1<sup>st</sup> day of November, 2004.

My Commission expires:



Nancy Wood Stadel  
Notary Public

[AFFIX NOTARY SEAL]

SIGNATURES CONTINUED ON NEXT PAGE

My Commission Expires SEP. 20, 2005



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2005 12117

LENDER:

BANK OF AMERICA, N.A.

By: [Signature]  
Jay Goldstein, Vice President


STATE OF GEORGIA  
COUNTY OF FULTON

PERSONALLY appeared before me the undersigned authority in and for said County and State, on this 18 day of November, 2004 within my jurisdiction, the within named Jay Goldstein, who acknowledged that he is a Vice President of Bank of America, N.A., and that for and on behalf of said national banking association and that in said capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires  
7-1-06

[AFFIX NOTARY SEAL]

  
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Shelby Cnty Judge of Probate, AL  
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### PROPERTY DESCRIPTION

Beginning at a concrete monument situated in the northerly margin of Old Harding Pike, said point also being the southeast corner of the R. W. Steltemeier property of record in Book 4321, Page 612, R.O.D.C., TN.;

Thence, leaving said road, N 11deg10'48" E, a distance of 213.35 feet to an iron rod;

Thence, S 68deg57'40" W, a distance of 158.16 feet to an iron rod situated in the easterly margin of Hicks Road;

Thence, along said road, N 11deg03'56" E, a distance of 115.30 feet to an iron rod;

Thence, along said road, N 34deg27'27" E, a distance of 53.73 feet to an iron rod situated in the southerly margin of U.S. Highway 70 South;

Thence, along said road, N 88deg54'56" E, a distance of 171.71 feet to an iron rod;

Thence, leaving said road, S 01deg08'12" E, a distance of 168.30 feet to an iron rod;

Thence, S 22deg16'02" E, a distance of 92.14 feet to an iron rod situated in the northerly margin of Old Harding Pike;

Thence, along said road, S 69deg05'07" W, a distance of 167.24 feet to the point of beginning and containing 44,174.267 square feet or 1.014 acres of land.

Being a portion of the same property conveyed to AJS Associates by Special Warranty Deed from SunTrust Bank, a Georgia banking corporation, of record as Instrument No. 20041122-0139993, Register's Office for Davidson County, Tennessee.

NSHLibrary 0008896.0112690 35628v.1

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2005 MAY 03 02:06:16:60PM  
Recorded and \$  
and \$  
\$ 30.50 Total \$ 30.50  
Deed Tax and Fee Amt.  
MARK GAINES, Judge of Probate

200506/7075

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Shelby Cnty Judge of Probate, AL  
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20050509000295950 11/11 \$47.75  
Madison Cnty Judge of Probate, AL  
05/09/2005 10:36:28AM FILED/CERT

STATE OF AL. JACKSON CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
2005 MAY 16 AM 8:05  
U.C. JUDGE OF PROBATE  
REC. EX. 2 PAGES SHOWN  
44,174.267 - 0.014  
JUDGE OF PROBATE

File 3.00  
Rec. 33.00  
Index 4.00  
Mtg. Tax see 2005-9287  
Deed Tax  
Misc.  
TOTAL 40.00