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This instrument was prepared by and  
upon recording should be returned to:

Glenn E. Estess, Jr., Esq.  
Wallace Jordan Ratliff & Brandt, LLC  
800 Shades Creek Parkway, Ste. 400  
Birmingham, AL 25209


Jeff Co - 2790  
Shelby Co - 7370

17-05  
1800.05  
1817-00

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )  
COUNTY OF SHELBY )

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**PURCHASE MONEY MORTGAGE**

  
20050919000483400 1/6 \$27.00  
Shelby Cnty Judge of Probate, AL  
09/19/2005 08:17:56AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that whereas UNITED STATES STEEL CORPORATION, a Delaware corporation (hereinafter "Mortgagor"), is justly indebted to the AUBURN UNIVERSITY FOUNDATION, an Alabama not for profit corporation, as Trustee of the J. E. Wilborn Charitable Remainder Unitrust (hereinafter called "Mortgagee"), in the amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00), evidenced by a Promissory Note, executed by the Mortgagor in said amount, without interest unless an Event of Default as defined by the Promissory Note occurs, payable to the order of Mortgagee, the terms and conditions of which are herein incorporated by this reference; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this Mortgage (the "Mortgage") should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this Mortgage, does hereby grant, bargain, sell, and convey unto said Mortgagee the certain real estate, more particularly described on EXHIBIT "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above granted real estate unto said Mortgagee, its successors and assigns forever; and for the purpose of further securing the payment of said indebtedness, said Mortgagor agrees to pay all taxes or assessments when imposed legally upon said real estate, and should default be made in the payment of same, said Mortgagee may, at its option, pay off the same and demand repayment. This would be considered an Event of Default. To further secure said indebtedness, said Mortgagor agrees to keep any improvements whether currently existing or later added on said real estate insured against loss or damage by fire, lightning, and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to said Mortgagee, with loss, if any, payable to said Mortgagee, as its interest may appear, and to promptly deliver said policies, or any renewal of said policies, to said Mortgagee; and if said Mortgagor should fail to keep said real estate insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then said Mortgagee, or its assigns, may at its option, insure said real estate for said sum, for said Mortgagee's own benefit; all amounts so expended by said

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Mortgagee for taxes, assessments, or insurance, shall become a debt to said Mortgagee or its assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the rate of six-percent (6%) from date of payment by said Mortgagee, or its assigns, and be at once due and payable.

Upon condition, however, that if said Mortgagor pays said indebtedness, and reimburses said Mortgagee or its assigns for any amounts said Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or its assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or its assigns in said real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and said Mortgagee, its agents or assigns, shall be authorized to take possession of said real estate hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place, and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as said Mortgagee, its agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where said real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth said Mortgagor further agrees that said Mortgagee, or its agents or assigns, may bid at said sale and purchase said real estate, if the highest bidder therefore; and said Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or its assigns, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Upon said Mortgagor's default and in lieu of foreclosure of this Mortgage, said Mortgagee may elect to pursue all other legal remedies for payment of all sums due under the Promissory Note.

(Remainder of page intentionally left blank. See following page for signatures.)

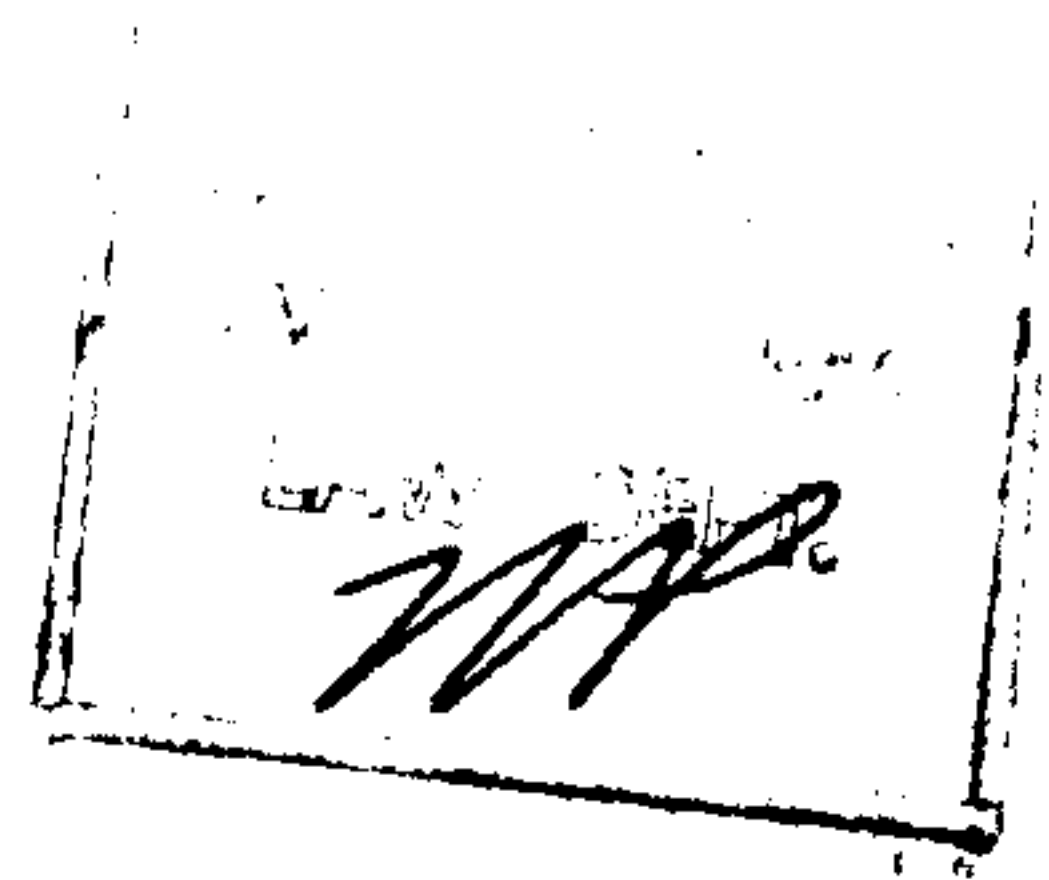
  
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IN WITNESS WHEREOF the Mortgagor has executed these presents on this the 15<sup>th</sup> day of August, 2005.

MORTGAGOR:

UNITED STATES STEEL CORPORATION



By: Thomas G. Howard

Title: General Manager - Southeast  
USS Real Estate, a division of  
United States Steel Corporation

Date: 2-25-2009

ATTEST:

By: Michael M. Partain  
Title: Assistant Secretary

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, Michael M. Partain, a Notary Public in and for said County, in said State, hereby certify that Thomas G. Howard, whose name as General Manager - Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 15<sup>th</sup> day of August, 2005.

Michael M. Partain  
Notary Public

[SEAL]

My Commission expires: 2-25-2009

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**EXHIBIT A**

**LEGAL DESCRIPTION**

**Parcel I:**

The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, situated in Shelby County, Alabama.

**Parcel II:**

A parcel of land situated in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 1321.52 feet to the point of beginning.

**Parcel III:**

The East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, except that triangular tract in the NE of the NE conveyed to United States Steel Corporation in Instrument #2002-4100 and less and except that part located in the right of way of the railroad and roadway. Also the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, less and except that part located in the right of way of the railroad and roadways.

**Parcel IV:**

The West  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, lying North of Cahaba River less and except the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and also except the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section, being situated in Shelby County, Alabama.

**Parcel V:**

The NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 4, Township 20, Range 3 West, being situated in Shelby County, Alabama.

**Parcel VI:**

A parcel of land situated in the Southwest  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a



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Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning.

Parcel VII:

The SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama, less and except that tract conveyed to USX Corporation in Instrument #200260-2108.

Parcel VIII:

Commence at the southeast corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 33, Township 19 South, Range 3 West; thence run westerly along the south line thereof for a distance of 1318.05 feet to the SW corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 33, Township 19 South, Range 3 West; thence turn an angle to the right of 119 degrees 22 minutes 04 seconds and run northeasterly for a distance of 305.00 feet; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run northwesterly for a distance of 127.91 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 675.09 feet to the Point of beginning of the herein described parcel, said point also being the southwesterly end of existing right of way of Stadium Trace as recorded in Map Book 23, page 99, in the Office of the Judge of Probate, Jefferson County, Alabama, Bessemer Division; from the point of beginning thus obtained, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run southwesterly for a distance of 765.57 feet to the point of commencement of a curve to the right, said curve having a central angle of 20 degrees 56 minutes 08 seconds and a radius of 813.94 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 297.41 feet to a point on the south line of Section 33, Township 19 South, Range 3 West; thence turn an interior angle to the left of 140 degrees 21 minutes 32 seconds from the tangent of said curve and run westerly along said section line for a distance of 177.43 feet to the point of commencement of a curve to the left, said curve having a central angle of 31 degrees 58 minutes 06 seconds and a radius of 713.94 feet; thence turn an interior angle to the left of 28 degrees 36 minutes 29 seconds to the tangent of said curve and run along the arc in a northeasterly direction for a distance of 398.35 feet; thence run in a northeasterly direction along the tangent extended from said curve for a distance of 765.57 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a distance of 50 feet to the point of beginning.

A portion of the above legal descriptions can also be described as follows:

Northeast of the railroad:

A parcel of land situated in the Southwest  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SW corner of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Northerly direction along the accepted West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 1050.82 feet to the Northeasterly line of a 250 foot Alabama Power Company right of way; thence turn an interior angle of 34 degrees 12 minutes 11 seconds and run to the right in a Southeasterly direction along said right of way for 1296.45 feet to the accepted South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn an interior angle of 54 degrees 06 minutes 49 seconds and run to the right in a Westerly direction along said south line for 729.08 feet to the point of beginning, containing 8.790 acres, more or less.

A part of the Southwest quarter of the Southwest quarter of Section 33, Township 19 South, Range 3 West, Jefferson County, Alabama and a part of the East one-half of the East one-half of Section 5, Township 20 South,



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Range 3 West and also a part of the West one half of Section 4, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 2002262-8151, Instrument No. 2002-13608, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that part lying Southwest of the railroad right of way, less and except all that part lying Southeast of the Cahaba River, and also less and except all that part lying the Southeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.


Southeast of the railroad:


A parcel of land situated in the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3 inch capped pipe marking the accepted location of the SE corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama; thence run in a Westerly direction along the accepted South line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 955.43 feet; thence turn an interior angle of 60 degrees 50 minutes 23 seconds and run to the right in a Northeasterly direction for 577.17 feet; thence turn an interior angle of 177 degrees 54 minutes 45 seconds and run to the right in a northeasterly direction for 469.01 feet; thence turn an interior angle of 183 degrees 10 minutes 57 seconds and run to the left in a northeasterly direction for 268.31 feet; thence turn an interior angle of 152 degrees 31 minutes 37 seconds and run to the right in a northeasterly direction for 316.39 feet to the northeast corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence turn an interior angle of 57 degrees 26 minutes 17 seconds and run to the right in a southerly direction along the east line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for 1321.52 feet to the point of beginning, containing 16.566 acres more or less.

The Southwest quarter of the Southeast quarter of Section 5, Township 20 South, Range 1 West and a part of the Northeast quarter of the Southeast quarter of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama.

Less and except that portion conveyed in Instrument No. 200261-5143, Instrument No. 200260-2108, Instrument No. 200261-8151, Instrument No. 2002-13680, Instrument No. 2002-2002 and Instrument No. 2002-4100 and also less and except all that portion lying Northeast of the railroad right of way. Less and except all that portion lying within Elvira Road right of way.

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2005 AUG 16 04:12:00:28PM  
Recorded and \$ 1,800.00 Mtg. Tax  
and \$ 17.00 Deed Tax and Fee Amt.  
\$ 1,817.00 Total \$  
MARK GAINES, Judge of Probate  
  
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Shelby Cnty Judge of Probate, AL  
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