

This instrument prepared by:

Alabama

Ray D. Gibbons, Esq.
Burr & Forman LLP
3100 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of the 1st day of November, 2005, by **JENKINS BRICK COMPANY**, an Alabama corporation, **SMBC, INC.**, an Alabama corporation, **JORDAN BRICK COMPANY, INC.**, an Alabama corporation, **JENKINS DEVELOPMENT COMPANY, L.L.C.**, an Alabama limited liability company, **C & M DEVELOPMENT, L.L.C.**, an Alabama limited liability company, and **MADISON BOULEVARD, LLC**, an Alabama limited liability company (hereinafter referred to collectively as the "Borrowers" and each singularly as a "Borrower"), each of whose address is 201 North 6th Street, Montgomery, Alabama 36104, Attention: Mr. Tommy Andreades, in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent (the "Agent"), whose address is P.O. Box 2554, Birmingham, Alabama 35290, Mail Code: AL0028. Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith among Borrowers, Agent and the other Lender Parties a party thereto (as amended from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, Borrowers are justly indebted to Lenders in the maximum principal amount of Sixty-Nine Million Seven Hundred Twelve Thousand Fifty-Nine and 20/100 Dollars (\$69,712,059.20), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being represented by, among other things, the Notes; and

WHEREAS, Borrowers desire to secure the Obligations, including but not limited to the obligations (i) to pay the principal of and interest on the Notes in accordance with the respective terms thereof or of the Credit Agreement, including any and all extensions, modifications, and renewals thereof and substitutions therefor, and (ii) to pay, repay or reimburse Lender Parties for all amounts owing under any of the Loan Documents, including the Reimbursement Obligation and all Indemnified Losses and Default Costs.

NOW, THEREFORE, for and in consideration of Lenders making the Loans and to secure the prompt payment and performance of the Obligations, each Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Agent, and the successors and assigns of Agent, all of such Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in the Counties of Chilton, Elmore, Etowah, Houston, Madison, Marshall, Montgomery, Shelby and St. Clair, in the State of Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the

Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and

(f) Any Borrower's leasehold estate and other interest(s), if any, under any Bond Issue Lease, of whatever kind, nature or description, and all rights, title and interest pertaining thereto.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Agent and the successors, successors-in-title and assigns of Agent, forever; and each Borrower covenants that such Borrower is lawfully seized and possessed of such Borrower's Interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrowers do hereby warrant and will forever defend the title thereto against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by any Borrower by whatsoever means and without any further action or filing or recording on the part of any Borrower or Agent or any other Person.

BORROWERS HEREBY COVENANT AND AGREE WITH AGENT AS FOLLOWS:

ARTICLE I

1.01 Payment and Performance of Loan Documents. Borrowers will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Notes, together with interest thereon, and all other sums of money required to be paid by Borrowers pursuant to any one or more of the Loan Documents.

1.02 Security Agreement. With respect to all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and each Borrower hereby grants to Agent a security interest in said Personal Property. Borrowers authorize Agent to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Agent's sole election. Borrowers agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrowers and Agent that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this

Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) any Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Agent as determined by this instrument or affect the priority of Agent's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Agent in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Agent's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Agent deems such filing necessary or desirable and Borrowers will promptly upon demand reimburse Agent for the costs therefor.

1.03 Use of Mortgaged Property. Borrowers shall at all times operate the Mortgaged Property in connection with the operation of Borrowers' business. Borrowers shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Agent.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, no Borrower shall directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Agent.

1.05 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, no Borrower shall acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Agent this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Agent, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time,

place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Agent may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Agent shall have the right to enforce any of its remedies set forth herein without notice to Borrowers, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Agent in its sole discretion may elect, and if Agent so elects, Agent may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Agent at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Agent may determine.

Said sale may be adjourned by Agent, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such 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 non-payment or non-performance 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 prima facie evidence that the facts so stated or recited are true.

2.03 Purchase by Agent. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Agent may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

2.04 Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, any Borrower (if any Borrower shall remain in possession) and all Persons holding under such Borrower shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.05 Waiver of Appraisal, Valuation, Etc. Borrowers agree, to the full extent permitted by law, that in case of a default on the part of Borrowers hereunder, neither Borrowers nor anyone claiming through or under Borrowers will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrowers, for themselves and all who may at any time claim through or under them, hereby waive to the full extent that they may lawfully so

do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.06 Waiver of Homestead. Borrowers hereby waive and renounce all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

2.07 Leases. Agent, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrowers, a defense to any proceeding instituted by Agent to collect the sums secured hereby.

2.08 Discontinuance of Proceedings. In case Agent shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Agent, then in every such case, Borrowers and Agent shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Agent shall continue as if no such proceedings had occurred.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrowers, their successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of Agent, its successors and assigns and any holder of the Obligations.

3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Agent and any assignment of this Mortgage by Agent shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Agent.

3.05 Consent of The Industrial Development Board of the City of Montgomery.

(a) The Industrial Development Board of the City of Montgomery (the "Montgomery IDB") executes this Mortgage for the purpose of evidencing its approval of and consent to this Mortgage in satisfaction of any requirement thereof on the part of the Montgomery IDB, including, without limitation, any right to approve the granting of any Lien or other rights with respect to the Mortgaged Property located in Montgomery County, Alabama (and which is subject to that certain Real Estate Mortgage and Security Agreement from the Montgomery IDB and Jenkins Brick Company dated as of August 1, 1998 and recorded at RPLY 1905, Page 0127 et. seq.) (as amended from time to time, the "Original Mortgage"), and to

further acknowledge and agree that this Mortgage shall constitute a complete amendment to and restatement of the Original Mortgage and that the Lien granted pursuant to the Original Mortgage shall remain in full force and effect. Wachovia (successor by merger to SouthTrust Bank), by virtue of its execution and delivery of this Mortgage, and as the mortgagee under the Original Mortgage, hereby transfers and assigns to Agent all of its right, title and interest in and to the Original Mortgage.

(b) No provision hereof shall be construed to impose a charge against the general credit of the IDB or any personal or pecuniary liability upon the IDB or give rise to or impose a lien or charge upon its property other than any portion of the Mortgaged Property to which the IDB has title. All obligations incurred by the IDB hereunder are payable solely from the revenues and receipts to be derived from any leasing or sale of the Mortgaged Property to which the IDB has fee title, including insurance proceeds and condemnation awards as authorized by Article 4, Chapter 54, Title 11, Code of Alabama 1975, as amended. Neither the State of Alabama nor the City of Montgomery is liable for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which is undertaken by the IDB. No agreement of the IDB shall be construed to constitute an indebtedness of the State of Alabama or the City of Montgomery within the meaning of any constitutional or statutory provision whatsoever. Borrowers agree to hold the IDB harmless against claims or costs, including Attorneys' Fees arising out of the IDB entering into this instrument.

(c) The covenants and agreements contained in this Mortgage shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the IDB and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability charge payable directly or indirectly from the general assets or revenues of the IDB shall arise there from. Nothing contained in this Section, however, shall relieve the IDB from the observance and performance of the covenants and agreements on its part contained herein.

(d) Other than for willful or wanton acts, no recourse under or upon any covenant or agreement of this Mortgage shall be had against any past, present or future incorporator, officer or member of the Board of Directors of the IDB or any of its servants, agents or employees, or of any successor corporation, either directly or through the IDB whether by virtue of any constitution, statute or rule of law, or by the enforcement or any assessment or penalty or otherwise; it being expressly understood that this Mortgage is solely a corporate obligation and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the Board of Directors of the IDB or any of its servants, agents or employees, or any successor corporation, or any of them, under or by reason of the covenants or agreements contained in this Mortgage.

(e) Each of the Borrowers, jointly and severally, covenants and agrees to pay on demand any and all costs and expenses incurred or to be paid by the IDB in connection with or related to actions taken by the IDB under this Mortgage.

3.06 Consent of The Industrial Development Board of St. Clair County, Alabama.

(a) The Industrial Development Board of St. Clair County, Alabama (the "St. Clair IDB") executes this Mortgage for the purpose of evidencing its approval of and consent to this Mortgage in satisfaction of any requirement thereof on the part of the St. Clair IDB, including, without limitation, any right to approve the granting of any Lien or other rights with respect to the Mortgaged Property located in St. Clair County, Alabama.

(b) No provision hereof shall be construed to impose a charge against the general credit of the IDB or any personal or pecuniary liability upon the IDB or give rise to or impose a lien or charge upon its property other than any portion of the Mortgaged Property to which the IDB has title. All obligations incurred by the IDB hereunder are payable solely from the revenues and receipts to be derived from any leasing or sale of the Mortgaged Property to which the IDB has fee title, including insurance proceeds and condemnation awards as authorized by Article 4, Chapter 54, Title 11, Code of Alabama 1975, as amended. Neither the State of Alabama nor the County of St. Clair is liable for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which is undertaken by the IDB. No agreement of the IDB shall be construed to constitute an indebtedness of the State of Alabama or the County of St. Clair within the meaning of any constitutional or statutory provision whatsoever. Borrowers agree to hold the IDB harmless against claims or costs, including Attorneys' Fees arising out of the IDB entering into this instrument.

(c) The covenants and agreements contained in this Mortgage shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the IDB and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability charge payable directly or indirectly from the general assets or revenues of the IDB shall arise there from. Nothing contained in this Section, however, shall relieve the IDB from the observance and performance of the covenants and agreements on its part contained herein.

(d) Other than for willful or wanton acts, no recourse under or upon any covenant or agreement of this Mortgage shall be had against any past, present or future incorporator, officer or member of the Board of Directors of the IDB or any of its servants, agents or employees, or of any successor corporation, either directly or through the IDB whether by virtue of any constitution, statute or rule of law, or by the enforcement or any assessment or penalty or otherwise; it being expressly understood that this Mortgage is solely a corporate obligation and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the Board of Directors of the IDB or any of its servants, agents or employees, or any successor corporation, or any of them, under or by reason of the covenants or agreements contained in this Mortgage.

(e) Each of the Borrowers, jointly and severally, covenants and agrees to pay on demand any and all costs and expenses incurred or to be paid by the IDB in connection with or related to actions taken by the IDB under this Mortgage.

3.07 Future Advances. THIS MORTGAGE SECURES FUTURE ADVANCES.

IN WITNESS WHEREOF, the parties have caused this Mortgage to be duly executed and delivered as of the day and year first above written.

JENKINS BRICK COMPANY

By: Tommy G. Andreades
Tommy G. Andreades,
its Chief Financial Officer

SMBC, INC.

By: Tommy G. Andreades
Tommy G. Andreades,
its Chief Financial Officer

JORDAN BRICK COMPANY, INC.

By: Tommy G. Andreades
Tommy G. Andreades,
its Chief Financial Officer

JENKINS DEVELOPMENT COMPANY, L.L.C.

By: Tommy G. Andreades
Tommy G. Andreades,
its Manager

C & M DEVELOPMENT, L.L.C.

By: Tommy G. Andreades
Tommy G. Andreades,
its Manager

MADISON BOULEVARD, LLC

By: Tommy G. Andreades
Tommy G. Andreades,
its Manager

WACHOVIA BANK, NATIONAL
ASSOCIATION, in its capacity as Agent and as
successor by merger to SouthTrust Bank

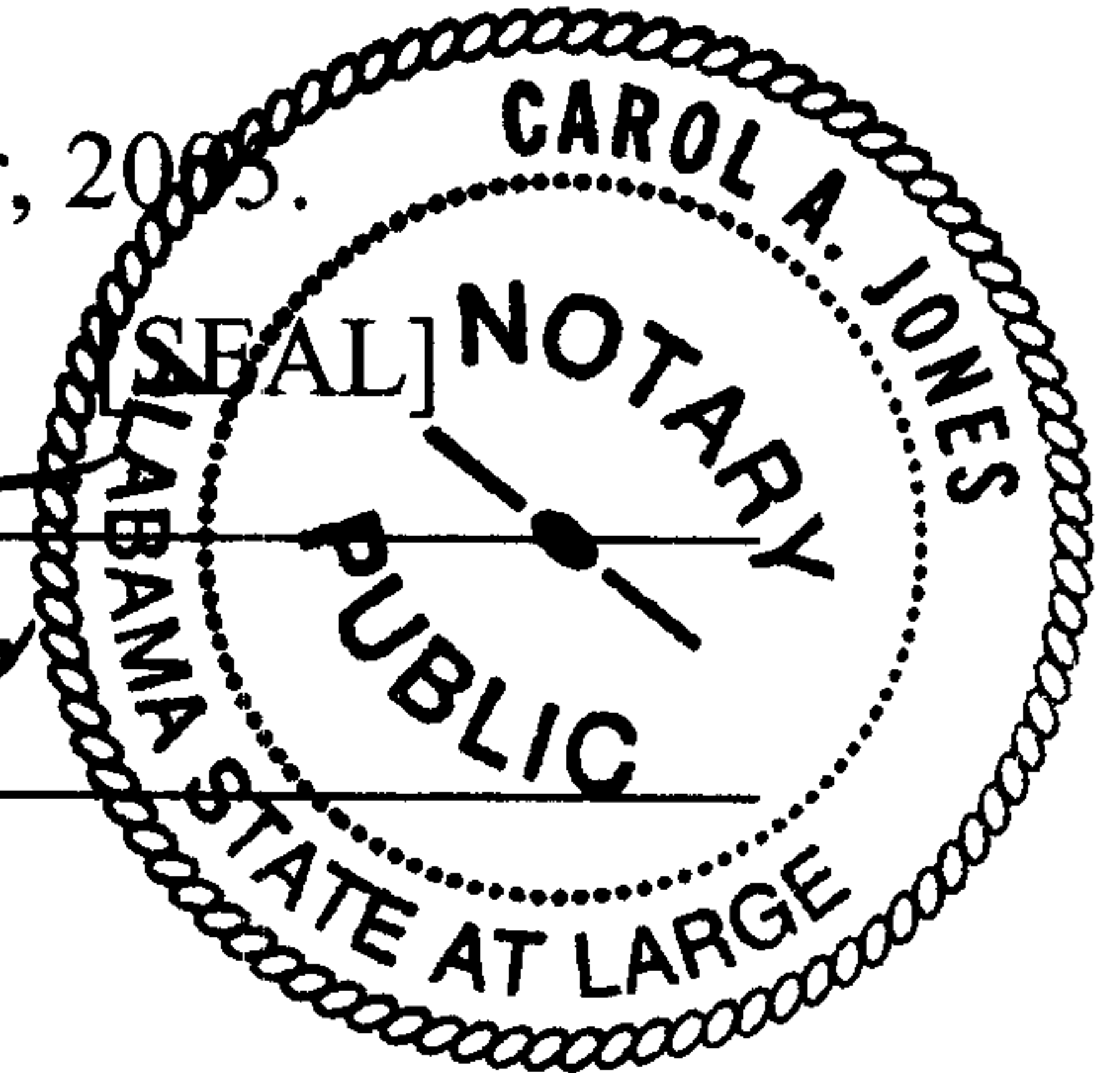
By: Antoine J. Farris
Its: General Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Chief Financial Officer of Jenkins Brick Company, 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 16th day of November, 2005.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08

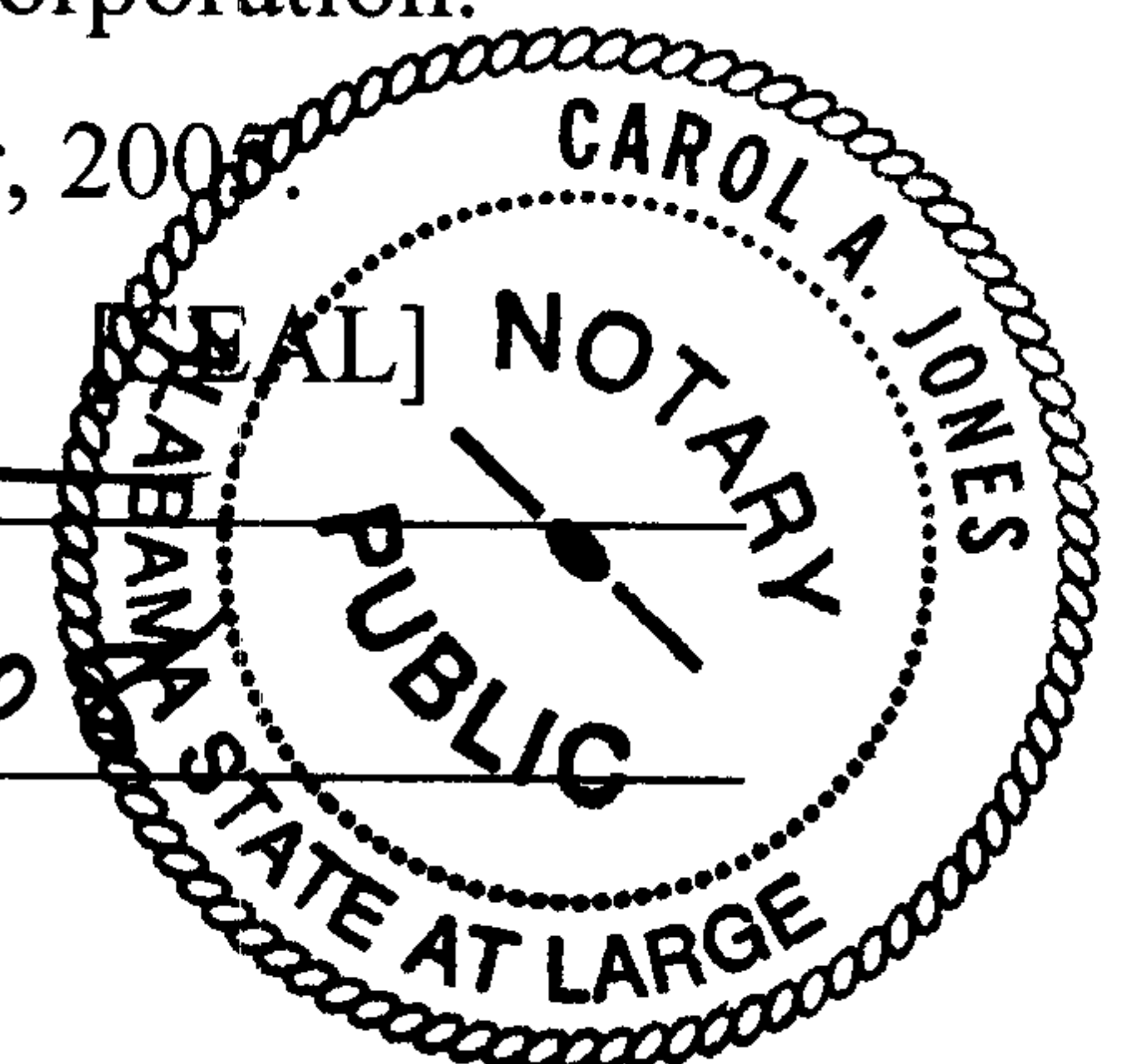


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Chief Financial Officer of SMBC, 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 16th day of November, 2005.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08

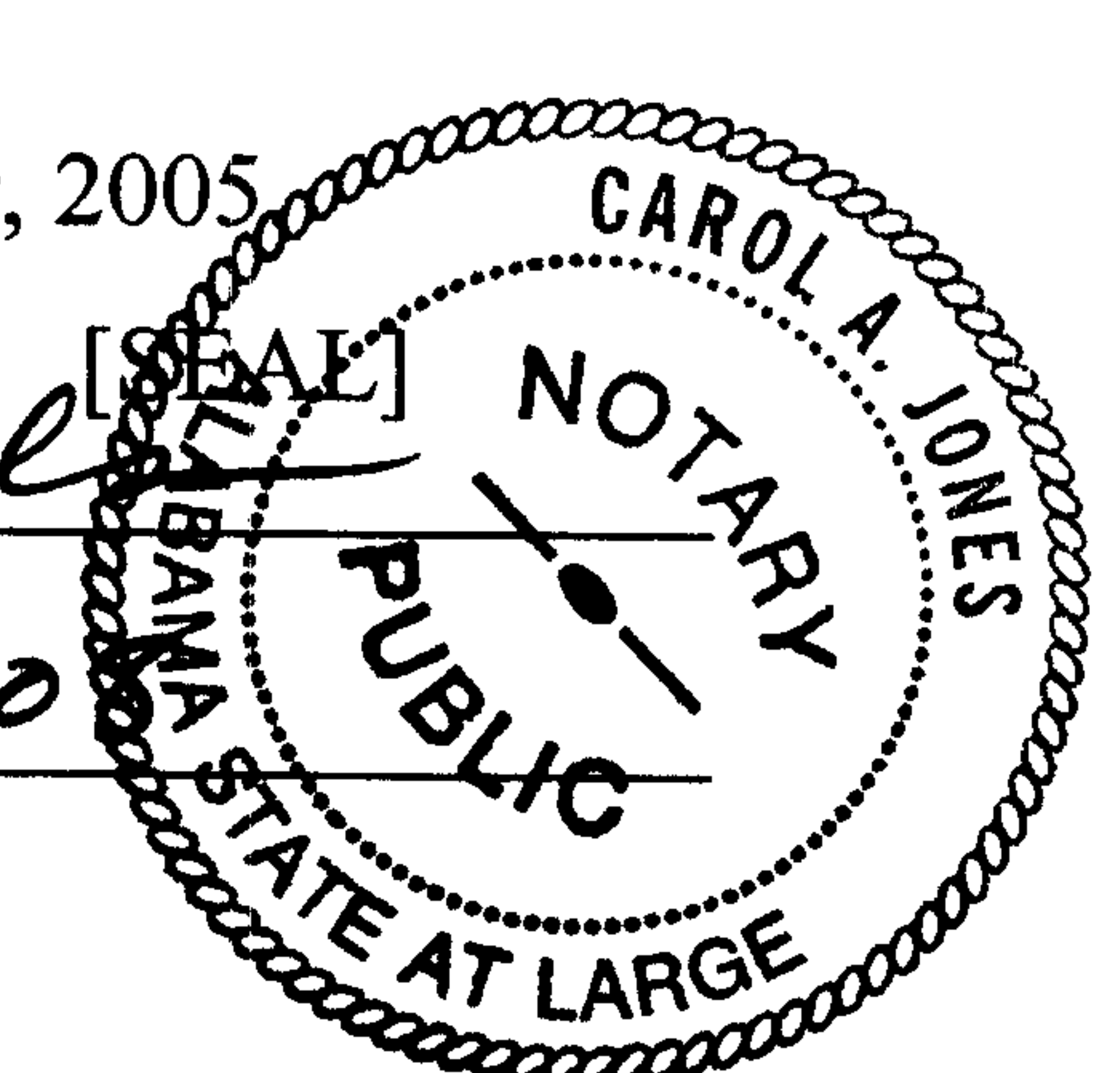


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Chief Financial Officer of Jordan Brick Company, 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 16th day of November, 2005.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08

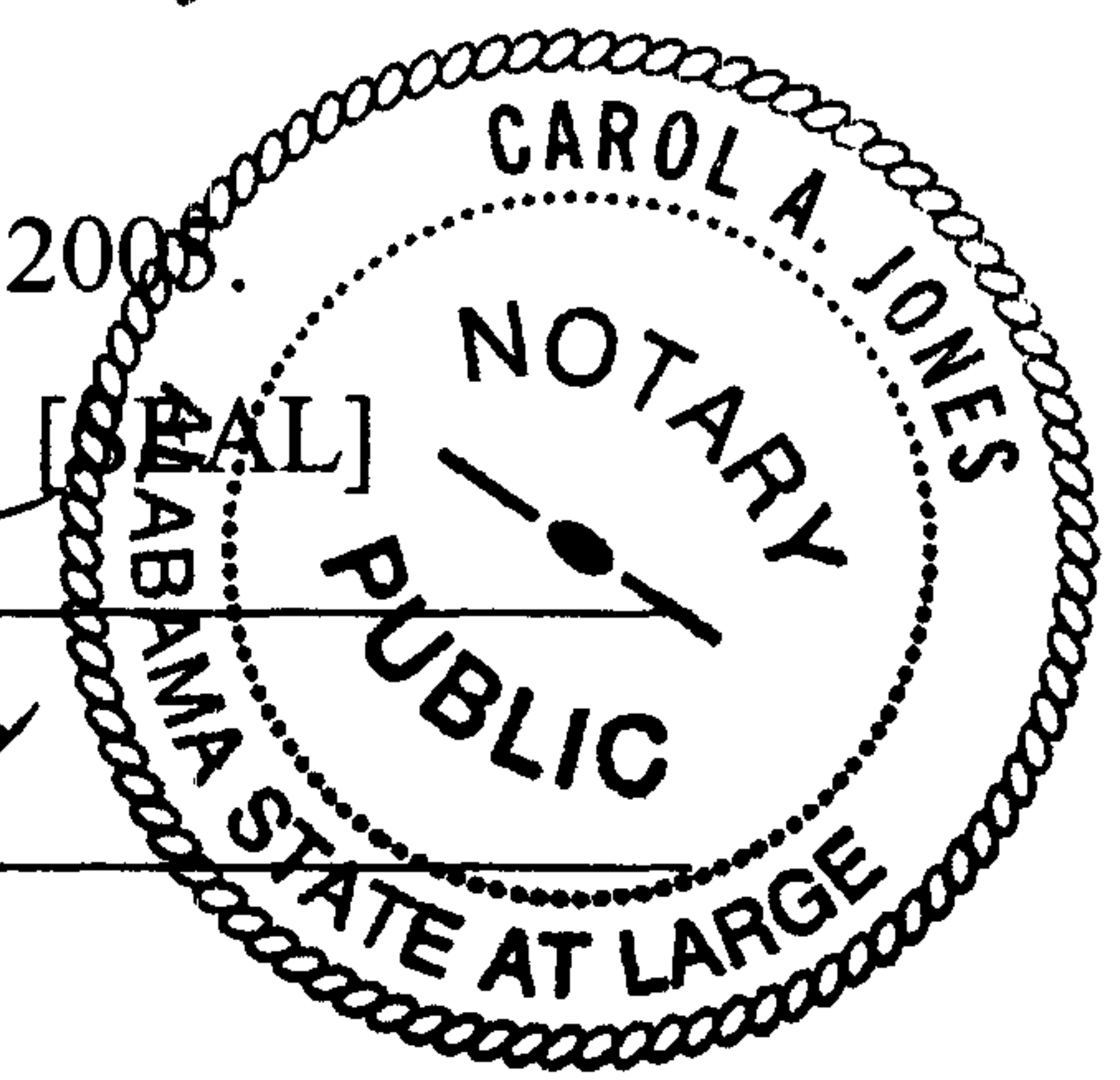


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of Jenkins Development Company, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 16th day of November, 2008.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08

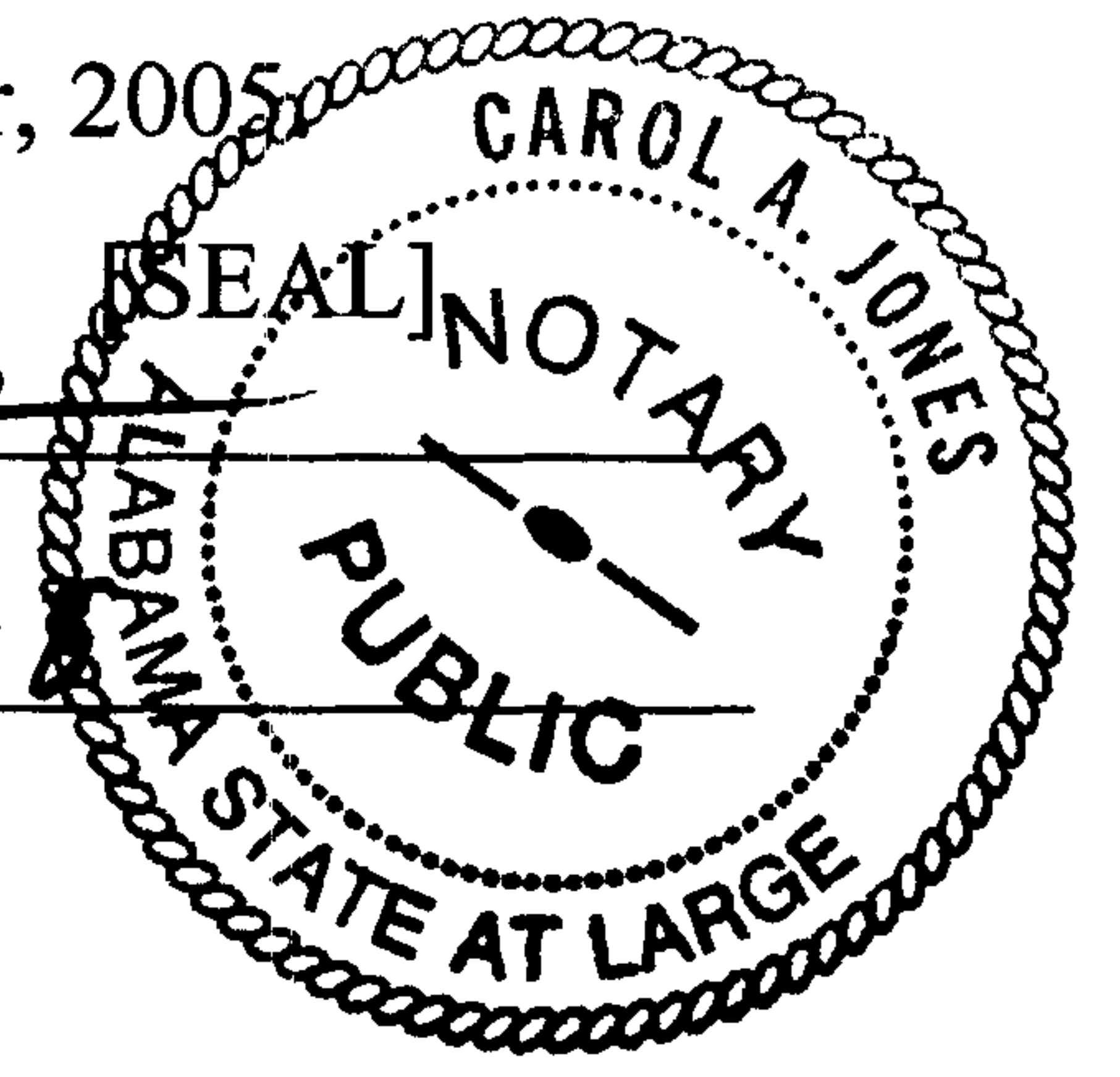


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of C & M Development, L.L.C., an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 16th day of November, 2005.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08

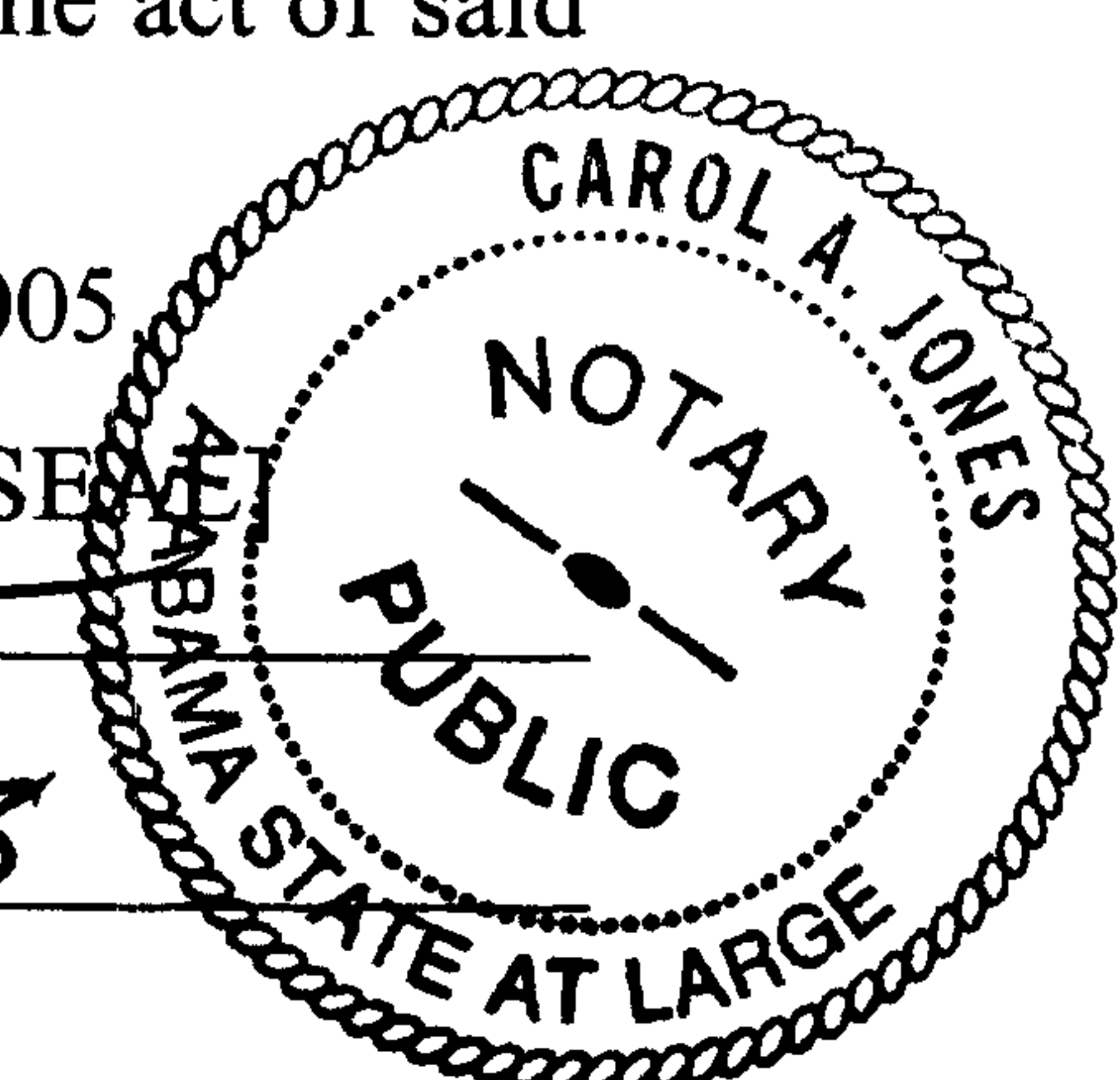


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of Madison Boulevard, LLC, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 16th day of November, 2005.

Carol A. Jones
Notary Public
My Commission Expires: 10-08-08



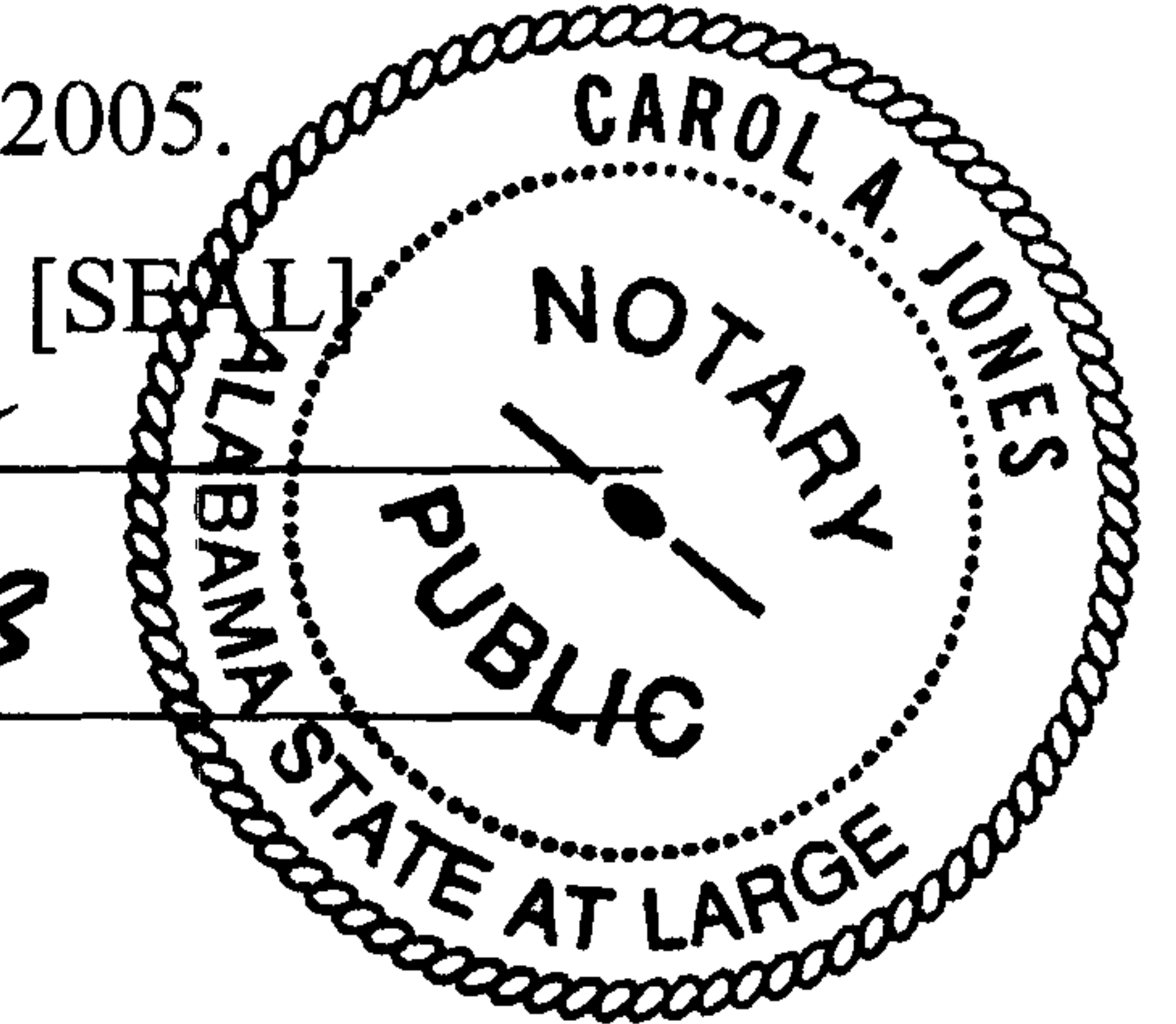
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Curtis J. Perry, whose name as Senior Vice President of Wachovia Bank, National Association, a national banking association, 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/she, as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 16th day of November, 2005.

Carol A. Jones
Notary Public

My Commission Expires: 10-08-08



20051123000611620 12/26 \$91.00
Shelby Cnty Judge of Probate, AL
11/23/2005 03:04:13PM FILED/CERT

SIGNATURE PAGE - MONTGOMERY IDB

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY

By: 

Its: Chairman

STATE OF ALABAMA
COUNTY OF MONTGOMERY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that F. Berry Grant, whose name as Chairman of The Industrial Development Board of the City of Montgomery, an Alabama public 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/she, as such Chairman 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 15th day of Sept, 2005.

[SEAL]


Notary Public

My Commission Expires: 10-17-06



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Shelby Cnty Judge of Probate, AL
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SIGNATURE PAGE - ST. CLAIR IDB

THE INDUSTRIAL DEVELOPMENT BOARD
OF ST. CLAIR COUNTY, ALABAMA

By: *Lyman Lovejoy*
Its: CHAIRMAN

STATE OF ALABAMA,
COUNTY OF St. Clair

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lyman Lovejoy, whose name as Chairman of The Industrial Development Board of St. Clair County, Alabama, an Alabama public 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/she, as such official 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 16 day of Sept., 2005.

Sanja K. Wheeler [SEAL]
Notary Public
My Commission Expires: 6/1/06



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EXHIBIT A
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Coosada Plant - 6250 Coosada Road, Coosada, Elmore County, AL

Commence at the southeast corner of Section 35, T-18-N, R-17-E, Elmore County, Alabama; thence run North, 657.80 feet; thence West 598.50 feet to an iron pin; said point being the point of beginning; thence West 1,387.04 feet to an iron pin; thence run N $33^{\circ}50'47''$ W, 312.62 feet to a concrete monument lying on the east right-of-way of the L & N Railroad; thence along said right-of-way N $18^{\circ}11'13''$ E, 198.76 feet to an iron pin; thence leaving the aforementioned right-of-way run S $71^{\circ}49'17''$ E, 195.99 feet to a concrete monument; thence run N $08^{\circ}03'36''$ E, 255.36 feet to a concrete monument; thence N $71^{\circ}32'49''$ W, 149.95 feet to a concrete monument lying along the east right-of-way of the L & N Railroad; thence along said east right-of-way N $18^{\circ}26'35''$ E, 932.46 feet to an iron pin; thence leaving said right-of-way run N $89^{\circ}24'26''$ E, 532.98 feet to a concrete monument lying on the west margin of the right-of-way of Coosada Road (80 feet wide - SACP 402-B); thence run by the following three calls along said west right-of-way margin: (1) southeasterly along the arc of a 1472.69-foot radius curve, concave easterly, to the point of tangency, the chord of this 199.52-foot segment bears S $20^{\circ}00'05''$ E; (2) S $24^{\circ}12'18''$ E along the tangent, 385.76 feet to the point of curvature; and (3) southeasterly along the arc of a 1313.57-foot radius curve, concave easterly, to intersect the old road west margin, the chord of this 200.47-foot segment bears S $28^{\circ}34'53''$ E; THENCE run by the following three calls along the west margin of the old road; (1) S $24^{\circ}15'15''$ E, 161.26 feet to an iron pin; (2) S $33^{\circ}45'33''$ E, 125.65 feet to an iron pin; and (3) S $55^{\circ}26'30''$ E, 161.93 feet to an iron pin; AND THENCE run S $0^{\circ}02'07''$ W, 519.0 to the point of beginning.

Said parcel of land lying and being situated in the southeast quarter of Section 35, T-18-N, R-17-E, Elmore County, Alabama.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-A, dated November 07, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Montgomery Plant - 1228 North McDonough Street, Montgomery, Montgomery County, AL

PARCEL I:

Commence at an old 1 1/2 inch iron pipe marking the southeast corner of Lot 10, according to the map of the Brice Battle Subdivision as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Deed Book "F" (old series), at page 340; thence run 89°17'13" W, 729.25 feet to a point; thence run N 89°06'00" W, 97.38 feet to the point of beginning; thence run N 89°06'00" W, 36.56 feet to a point; thence run N 04°18'33" E, 140.00 feet to a point; thence run N 89°06'00" W, 390.00 feet to a point; thence run S 04°18'33" W, 122.31 feet to a point; thence run S 87°49'44" E, 40.79 feet to a point; thence run S 27°19'50" W, 44.08 feet to a point; thence run S 05°28'17" W, 46.73 feet to a point; thence run N 85°13'51" W, 110.05 feet to a point; thence run S 04°53'42" W, 385.41 feet to a point lying on the North line of CSX Railroad property; thence run along said north line N 63°11'11" W, 349.51 feet to a point lying at the intersection of the North line of CSX Railroad property and the East right of way of Old Shell Road (50 foot ROW); thence leaving said North line run along said East right of way N 04°56'33" E, 1561.86 feet to a point; thence leaving said East right of way run N 89°44'05" E, 522.73 feet to a point; thence run S 19°39'01" W, 292.77 feet to a point; thence run S 60°32'32" E, 217.58 feet to a point; thence run S 15°0'11" E, 153.04 feet to a point; thence run S 31°39'44" E, 269.10 feet to a point; thence run S 07°09'43", 522.71 feet to the point of beginning.

Said described property lying and being situated in the South half of Section 6, Township 16 North, Range 18 E, Montgomery County, Alabama.

PARCEL II:

Non-exclusive easement for surface and storm water spillage and drainage as established by virtue of that certain statutory warranty deed from The Industrial Development Board of the City of Montgomery to Jenkins Brick Company which deed is dated 2/28/1994, and was recorded in Real Property Book 1450, page 679, in the Probate Office of Montgomery County, Alabama.

PARCEL III:

Non-exclusive easement for surface and storm water spillage and drainage as established by virtue of that certain statutory warranty deed from Jenkins Brick Company to Asphalt Contractors, Inc., and the agreement attached as an exhibit thereto which deed is dated 3/3/1994, and recorded in Real Property Book 1450, page 704, in the Probate Office of Montgomery County, Alabama.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-B, dated October 12, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Montgomery Distribution Facility - 10200 Highway 80 East, Montgomery, Montgomery County, AL

Commence at the Southeast corner of the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama; thence run along the North-South half section line of said Section 14, North 00°14'32" East, 1320.54 feet to an iron pin; thence North 00°18'09" East, 662.95 feet to an iron pin and the point of beginning; thence North 89°46'46" West, 320.67 feet to an iron pin; thence North 00°20'19" East, 376.09 feet to an iron pin lying on the South right of way of Highway 80; thence run along said right of way North 88°41'43" East, 320.06 feet to an iron pin; thence leave said right of way and run South 00°13'42" West, 384.62 feet to the point of beginning.

Said described property lying in the Southwest Quarter of Section 14, Township 16 North, Range 19 East, Montgomery County, Alabama.

NOTE: Said parcel being reflected as Lot 1 on the attempted plat of Jenkins Brick Plat No. 1 recorded in Map Book 48, page 66, in the Probate Office of Montgomery County, Alabama. Said lot having minor variations and discrepancies with the legal description hereinabove :

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-F, dated October 12, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Undeveloped Property - Montgomery County, AL

Begin at an iron pin known as the Northeast Corner of the SE 1/4 of Section 19, T-17-N, R-18-E, Montgomery County, Alabama; thence S 03°10'13" E 2423.50' to an iron pin; thence S 58°39'00" W 154.80' to an iron pin; thence N 77°56'07" W 286.59' to an iron pin; thence S 25°59'51" W 241.95' to an iron pin; thence S 87°23'13" W 2122.07' to an iron pin; thence N 03°10'13" W 2637.73' to an iron pin; thence N 87°23'13" E 2652.99' to the point of beginning. Containing 158.87 acres, more or less and lying in and being a part of the SE 1/4 of Section 19, T-17-N, R-18-E, Montgomery County, Alabama.

Together with 30' Ingress/ Egress Easement described as follows:

Commence at an iron pin known as the Northeast Corner of the SE 1/4 of Section 19, T-17-N, R-18-E, Montgomery County, Alabama; thence S 87°23'13" W 2652.99' to an iron pin; thence S 03°10'13" E 2637.73' to an iron pin and POINT OF BEGINNING for the herein described 30' Ingress/Egress Easement No. 2; thence along said easement N 87°23'13" E 30.00' to a point; thence South 30.00' to a point; thence Westerly parallel to the section line for approximately 2670.00' to the East side of Jackson Ferry Road; thence along said East side North 30.00' to a point located on the South line of Section 19; thence Easterly along said section line approximately 2640.00' to the point of beginning. And lying in and being a part of the North 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 30, T-17-N, R-18-E, Montgomery County, Alabama.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Albertville Distribution Facility - 5623 Highway 431 South, Albertville, Marshall County, AL

Lots 1, 2 and 3, according to the Survey of Hillbrook Addition to Albertville, as recorded in Map Book 7, page 145, in the Probate Office of Marshall County, Alabama.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-C, dated November 14, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Birmingham Distribution Facility - 2229 Pelham Parkway, Pelham, Shelby County, AL

A parcel of land located in the Southwest 1/4 of Section 31, Township 19 South, Range 2 West and the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 31; thence run North along the 1/4 line 506.79 feet; thence left 121°25'36", 1325.96 feet to the point of beginning; thence continue along the same course Southwesterly 87.36 feet; thence right 39°39'13", 251.74 feet to the Easterly right of way of U.S. Highway 31; thence right 90°00', 415.25 feet Northerly along said ROW; thence right 90°00', 319.00 feet; thence right 90°00', 359.51 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-D, dated November 02, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Dothan Distribution Facility - 2535 Ross Clark Circle, Dothan, Houston County, AL

One lot or parcel of land in the City of Dothan, Houston County, Alabama, as surveyed by Branton Land Surveyors as per plat dated 2-1-94, and being more particularly described as follows:

Beginning at an existing iron pipe and fence on the North R/W of Carroll Street (60' R/W) marking the intersection of the West line of the SW ¼ of the SW ¼ of Section 26, Township 3 North, Range 26 East and from said point run North 01°36'01" West along said fence and the West line of said forty a distance of 245.99 feet to an existing iron pipe and the SW corner of the Ace Hardware Property; thence North 42°07'00" East along the Southerly line of the Ace Hardware Property a distance of 369.15 feet to an existing iron pipe on the Southwesterly R/W of the Ross Clark Traffic Circle (250' R/W); thence South 43°45'20" East along said R/W a distance of 200 feet to a set iron pipe; thence South 42°07'00" West a distance of 418.77 feet to a set iron pipe; thence South 01°36'01" East a distance of 65.41 feet to a set iron pipe on the North R/W of the above mentioned Carroll Street; thence North 89°34'00" West along said R/W a distance of 100 feet to the point of beginning. Said land being located in the above mentioned forty.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-E, dated November 08, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Attalla Distribution Facility - 532 Gilberts Ferry Road, SW, Attalla, Etowah County, AL

All that part of Lot 1 of the W. A. Gaines Subdivision as recorded in Plat Book "B", page 168, in the Probate Office of Etowah County, Alabama, being more particularly described as follows:

Commencing at an iron pin found at a point purported to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 10, Township 12 South, Range 5 East in Etowah County, Alabama; thence North 263.97 feet to an iron pin found; thence South 74°12'56" East 181.95 feet to an iron pin found on the North margin of State Highway No. 77, the point of beginning for the property herein described; thence leaving the North margin of said State Highway No. 77 North 1°44'15" West 2510.65 feet to an iron pin found on the South bank of Big Wills Creek; thence along the South bank of said Big Wills Creek North 62°07'36" East 174.79 feet to an iron pin found on the South bank of said Big Wills Creek and the East line of said Lot 1; thence leaving said South bank of said Big Wills Creek along the East line of said Lot 1 South 2°00'00" East 2641.03 feet to an iron pin found on the North margin of said State Highway No. 77 and the East line of said Lot 1; thence leaving the East line of said Lot 1 and along the North margin of said State Highway No. 77 North 74°08'00" West 177.24 feet to the point of beginning.

Less and except any part of subject property lying within a road right of way.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-H, dated August 8, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Shale Land - Chilton County, AL

Begin at the NW corner of the NW ¼ of Section 32, Township 24 North, Range 15 East, Chilton County, Alabama; thence North 89°17'04" East 1316.35 feet to an iron pin; thence South 00°26'49" East 2661.84 feet to an iron pin; thence South 89°15'04" West 1337.12 feet to an iron pin; thence North 2662.80 feet to the point of beginning. Intended to be the West half of the NW ¼ of Section 32, Township 24 North, Range 15 East, Chilton County, Alabama.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-J, dated November 08, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Jordan Brick Facility - St. Clair County, AL

That tract or parcel of land set out on the recorded map of Jenkins Industrial Park, recorded in Map Book 2005, page 60 in Office of the Judge of Probate of St. Clair County, Alabama, and being more particularly described as Parcels I, II and III hereinbelow:

PARCEL I:

Commence at a pinch pipe marking the SW corner of Section 5, Township 17 South, Range 2 East; thence along the South line of said forty South 89°49'17" East 217.42 feet to a 5/8 inch capped rebar (Gilbert) also being the point of beginning; thence North 10°44'19" East 407.06 feet to a 5/8 inch capped rebar (Gilbert); thence North 81°57'11" East 471.58 feet to a 5/8 inch capped rebar (Gilbert); thence South 02°33'31" East 72.19 feet to a 5/8 inch rebar (Gilbert); thence South 00°35'11" West 395.10 feet to a 5/8 inch rebar (Gilbert); thence North 89°52'03" West 541.97 feet to the point of beginning. According to the Survey of Larry W. Walker, LS #21183, dated January 12, 2005.

PARCEL II:

Beginning at a pinch pipe marking the SW corner of Section 5, Township 17 South, Range 2 East; thence along the South line of Section 6 North 89°56'22" West 925.96 feet to an angle iron; thence North 00°16'27" East 726.06 feet to a railroad rail on the Southeastern R/W of Norfolk Southern Railroad 100 foot R/W; thence along said R/W the following bearings and distance: North 72°11'00" East 900.45 feet to a 1/2 inch capped rebar (LS #21183); thence a chord bearing and distance North 78°45'54" East 71.45 feet to a 1/2 inch capped rebar (LS#21183) on the East line of Section 6; thence along said section line South 00°16'27" West 50.75 feet to a 1/2 inch capped rebar (LS #21183); thence a chord bearing and distance South 79°56'20" East 703.39 feet to a 1/2 inch capped rebar (LS #21183); thence South 60°13'47" East 721.35 feet to a 3 inch pinch pipe on the East line of SW 1/4 - SW 1/4 of Section 5; thence leaving said R/W South 03°33'11" West 487.36 feet along the East line of said forty to a 3 inch pinch pipe marking the SE corner of said forty; thence along the South line of said forty North 89°55'23" West 559.25 feet to a 5/8 inch capped rebar (Gilbert); thence North 00°35'11" East 395.10 feet to a 5/8 inch capped rebar (Gilbert); thence North 2°33'31" West 72.19 feet to a 5/8 inch capped rebar (Gilbert); thence South 81°57'11" West 471.58 feet to a 5/8 inch capped rebar (Gilbert); thence South 10°44'19" West 407.06 feet to a 5/8 inch capped rebar (Gilbert) on the South line of said Section 5; thence along said section line North 89°49'17" West 217.42 feet to the point of beginning. According to the Survey of Larry W. Walker, LS #21183, dated January 12, 2005.

PARCEL III:

Beginning at a 2 inch pinch pipe marking the NW corner of Section 8, Township 17 South, Range 2 East; thence along the North line of said section the following bearings and distances: South 89°49'17" East 217.42 feet to a 5/8 inch capped rebar (Gilbert), thence South 89°52'03" East 541.97 feet to a 5/8 inch capped rebar (Gilbert); thence South 89°55'23" East 559.25 feet to a 3 inch pinch pipe marking the NW corner of the NE 1/4 - NW 1/4 of said section; thence continuing along said section line North 89°35'59" East 928.98 feet to a calculated point on the Southwestern R/W of Southern Railroad 100 foot R/W; thence along said R/W the following bearings and distances: South 60°58'16" East 678.25 feet to a 1/2 inch capped rebar (LS #21183); thence a chord bearing and distance South 62°52'56" East 70.04 feet to a 1/2 inch capped rebar (LS #21183); thence South 64°47'36" East 354.05 feet to a 1/2 inch capped rebar (LS #21183); thence a chord bearing and distance South 78°12'19" East 487.09 feet to a 1/2 inch capped rebar (LS #21183) on the Southwestern R/W of U.S. Highway #78 R/W varies; thence leaving said R/W of Railroad and along said R/W of U.S. Highway #278 the following bearings and distances: South 31°53'43" East 185.82 feet to a concrete monument; thence South 58°06'17" West 10.00 feet to a concrete monument; thence a chord bearing and distance South 45°54'48" East 301.15 feet to a 1/2 inch capped rebar (LS #21183) on the East line of the NW 1/4 - NE 1/4 of said section; section; thence along said forty line North 89°38'34" West 1310.56 feet to a 2 inch pinch pipe marking the SE corner of the NW 1/4 - NW 1/4 of said section; thence along said section line South 89°25'55" West 1367.98 feet to a 1/2" capped rebar (LS #21183)



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PARCEL III CONTINUED:

marking the SW corner of said forty; thence along the west line of said forty N 00°19'18" E 1313.85 feet to the point of beginning. According to the Survey of Larry W. Walker, LS #21183, dated January 27, 2005.

Less and except any part of subject property lying within a road right of way or railroad right of way. (All parcels)

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05, dated November 13, 2005 and issued by Chicago Title Insurance Company.



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EXHIBIT A (cont)
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

Huntsville Distribution Facility - 8621 Madison Boulevard, Madison, Madison County, AL

Lot 1 of the recorded map of Brazelton Park, as recorded in Map Book 40, page 51, in the Probate Office of Madison County, Alabama.

LESS AND EXCEPT the following:

All that part of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at the center of the North boundary of the Southeast 1/4 of Section 16, Township 4 South, Range 2 West; thence from the Point of Commencement South 00°29'36" West 3525.27 feet; thence South 63°13'11" West 645.33 feet; thence South 26°46'49" East 175.90 feet to the Southerly right of way of Madison Boulevard; thence South 54°08'02" West 202.86 feet to a 6" x 6" concrete monument found; thence South 26°45'28" East 300.00 feet to a #5 rebar found; thence North 63°12'36" East 200.00 feet to a #5 rebar found; thence South 26°46'56" East 219.08 feet to a #4 rebar set and the Point of Beginning; thence from the Point of Beginning South 26°46'56" East 50.14 feet to a #6 rebar found on the Northern right of way of I-565, thence along said I-565 South 58°55'33" West 58.17 feet to a #4 rebar set; thence leaving said I-565 North 26°46'56" West 50.14 feet to a #4 rebar set; thence North 58°55'33" East 58.17 feet to the Point of Beginning.

The above described description is shown in the Southeast corner of Lot 1 according to the plat of Brazelton Park.


TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENTS:

Those certain easements as set out in the Declaration of Easement executed by Dewey Brazelton and filed in Deed Book 973, page 855, in the Probate Office of Madison County, Alabama, and being more particularly described as follows:

A forty (40') foot utility and drainage easement and Ingress and Egress Easement described as being forty feet (40') (measured at right angles) West of, adjoining to and parallel with the East boundary line of Lot 2 according to the plat of Brazelton Park as recorded in Map Book 40, page 51, in the Probate Office of Madison County, Alabama.

That certain access easement across the South boundary line of Lot 2 according to the plat of Brazelton Park as recorded in Map Book 40, page 51, in the Probate Office of Madison County, Alabama, as set out and more particularly described in the Declaration of Easements between Dewey H. Brazelton and Super-Step Development Corporation filed in Deed Book 973, page 864, in the Probate Office of Madison County, Alabama.

SUBJECT TO the exceptions to title described in Schedule B - Section II of that certain A.L.T.A. Commitment, file number 2549T-05-G, dated November 10, 2005 and issued by Chicago Title Insurance Company.


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