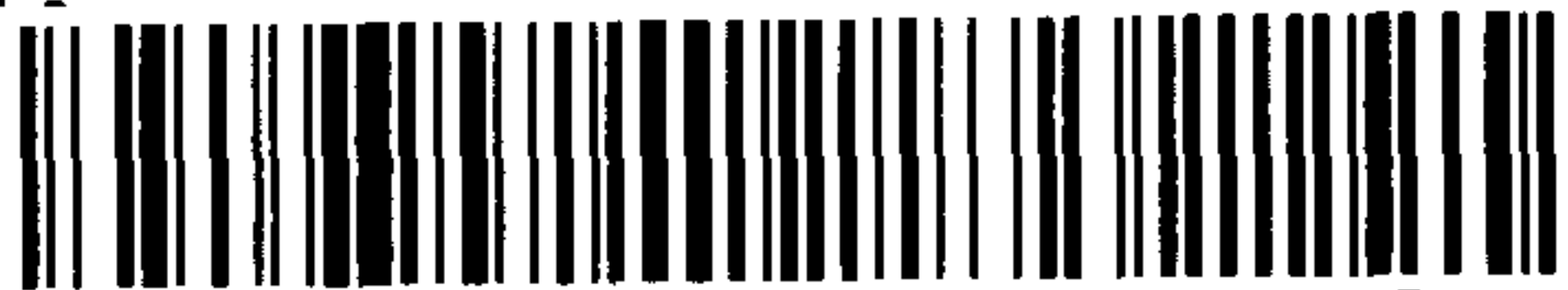


**SECOND AMENDMENT TO CREDIT AGREEMENT
MORTGAGE AND SECURITY AGREEMENT
AND OTHER LOAN DOCUMENTS**


20051229000668780 1/12 \$48.00
Shelby Cnty Judge of Probate, AL
12/29/2005 11:20:12AM FILED/CERT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, MORTGAGE AND SECURITY AGREEMENT AND OTHER LOAN DOCUMENTS (this "Amendment") is entered into as of December 22, 2005 by and between **JACK W. KIDD** (aka Jack Whitson Kidd), a married man (hereinafter called the "Borrower"), **EASTWOOD MINI STORAGE COMPANY**, an Alabama general partnership (hereinafter called "Eastwood"), and **JACK RABBIT, LLC**, an Alabama limited liability company (hereinafter called "Guarantor" and together with the Borrower, the "Borrowing Parties", and together with Eastwood, hereinafter collectively referred to as "Mortgagors" and individually as "Mortgagor"), and **First Commercial Bank** (hereinafter sometimes referred to for convenience as the "Mortgagee" or the "Lender").

WITNESSETH:

WHEREAS, on or about April 24, 2003 the Bank issued a direct-pay Letter of Credit (the "Letter of Credit") for the benefit of Borrower pursuant to that certain Credit Agreement dated as of April 1, 2003 (together with all amendments thereto, hereinafter referred to for convenience as the "Credit Agreement") and other Credit Documents (as defined in the Credit Agreement and the Mortgage); and

WHEREAS, as security for all obligations of Borrower under the Credit Agreement, the Mortgagors executed in favor of the Mortgagee (i) that certain Mortgage and Security Agreement (together with all amendments thereto, hereinafter referred to for convenience as the "Mortgage") dated April 24, 2003 covering among other collateral the property described in Exhibit A attached hereto, which Mortgage is recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Instrument No. 200306/3015 and in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20030425000253590, (ii) that certain Assignment of Rents and Leases (together with all amendments thereto, hereinafter referred to for convenience as the "Assignment of Rents and Leases") dated April 24, 2003, which Assignment of Rents and Leases is recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Instrument No. 200306/3020 and in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20030425000253600, (iii) those certain UCC Financing Statements (hereinafter referred to for convenience as the "Financing Statements") recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Instrument No. 200306/3031, in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20030425000253610 and in the Office of the Secretary of State of the State of Alabama at File No. B-03-0486129-FS and (iv) that certain Guaranty Agreement (together with all amendments thereto, the "Guaranty") dated April 24, 2003.

WHEREAS, Borrower desires and may in the future desire to enter into interest rate swap agreements and other agreements related thereto, and Mortgagors have requested that the Lender modify all of the Credit Documents (including, without limitation, the Credit Agreement

Swift

and the Mortgage) to enable Borrower to enter into an interest rate swap and other agreements. Lender has agreed to such requests provided the Borrower executes this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto hereby amend the Credit Documents as follows:

1. **Addition of Swap Language to Credit Agreement.** A new Section 8.20 is hereby added to the Credit Agreement to read as follows:

8.20 **Swap Documents.** Borrower or the Borrowing Parties and Lender may from time to time enter into an International Swap Dealers Association, Inc. (ISDA) Master Agreement or other similar agreement or arrangement to hedge the risk of variable interest rate volatility or fluctuations of interest rates, together with schedules and documents related thereto and confirmations issued in connection therewith (all such agreements, arrangements, schedules, documents and confirmations, as the same may hereafter be renewed, extended, supplemented, increased or modified and in effect from time to time, are hereinafter referred to collectively as "Swap Documents"). Borrower and Guarantor each represent, warrant, covenant and agree that all Swap Documents executed by Borrower or the Borrowing Parties shall be Credit Documents as herein defined. All fees, penalties and other amounts due from Borrower or the Borrowing Parties to Lender under or in connection with any Swap Documents shall, for all purposes of this Credit Agreement and the other Credit Documents, be considered as obligations of Borrower and Guarantor to Lender under this Credit Agreement and the other Credit Documents, and, notwithstanding anything contained herein or in any of the other Credit Documents to the contrary, all such fees, penalties and other amounts due from Borrower or Guarantor to Lender under any such Swap Documents shall further be considered to be part of the indebtedness owing by Borrower to Lender hereunder and under each of the other Credit Documents the repayment of which shall be secured by the Mortgage and all of the other Credit Documents. Without limiting the foregoing, all obligations of Borrower or Guarantor to Lender arising out of the Swap Documents shall be "Obligations" as herein defined.

2. **Addition of Swap Language to Mortgage.** A new Section 3.13 is hereby added to the Mortgage to read as follows:

3.13 **Swap Documents.** Borrower or the Borrowing Parties and Lender may from time to time enter into an interest rate swap agreement, International Swap Dealers Association, Inc. (ISDA) Master Agreement or other similar agreement or arrangement to hedge the risk of variable interest rate volatility or fluctuations of

interest rates, together with schedules and documents related thereto and confirmations issued in connection therewith (all such agreements, arrangements, schedules, documents and confirmations, as the same may hereafter be renewed, extended, supplemented, increased or modified and in effect from time to time, are hereinafter referred to collectively as "Swap Documents"). Each of the Mortgagors represents, warrants, covenants and agrees that all Swap Documents executed by Borrower or the Borrowing Parties shall be Loan Documents and Credit Documents as each of those terms is defined in the Mortgage. All fees, penalties and other amounts due from Borrower or the Borrowing Parties to Lender under or in connection with any Swap Documents shall, for all purposes of this Mortgage, be considered as obligations of Borrower to Lender under this Mortgage, and, notwithstanding anything contained herein or in any of the other Loan Documents or Credit Documents to the contrary, all such fees, penalties and other amounts due from Borrower or the Borrowing Parties to Lender under any such Swap Documents shall further be considered to be part of the indebtedness owing by Borrower to Lender hereunder and under each of the other Credit Documents the repayment of which shall be secured by this Mortgage and all of the other Credit Documents. Without limiting the foregoing, all obligations of the Borrower or the Borrowing Parties arising out of the Swap Documents shall be "Obligations" and "Secured Indebtedness" as defined in the Mortgage.

3. Guarantor agrees that all obligations of the Borrower arising out of any Swap Documents (as defined in the Credit Agreement and the Mortgage) shall be fully covered by the Guaranty. Without limiting the foregoing, Guarantor agrees that all obligations of the Borrower arising out of any Swap Documents shall be "Obligations" as defined in the Guaranty.

4. All other provisions of the Credit Agreement, the Mortgage and the other Credit Documents are hereby amended mutatis mutandis.

5. Borrower and Guarantor each hereby represents, warrants, covenants and agrees that his or its obligations for reimbursement of drawings under the Letter of Credit and the Credit Agreement and all other amounts due under the Credit Agreement, the Guaranty and all other Credit Documents executed by the Borrower or Guarantor are not diminished or in any way affected by the execution or performance of this Amendment or the transactions contemplated hereby.

6. The Borrower and Guarantor each hereby ratifies and affirms the validity, effectiveness, and enforceability of each of the Credit Documents, as amended hereby.

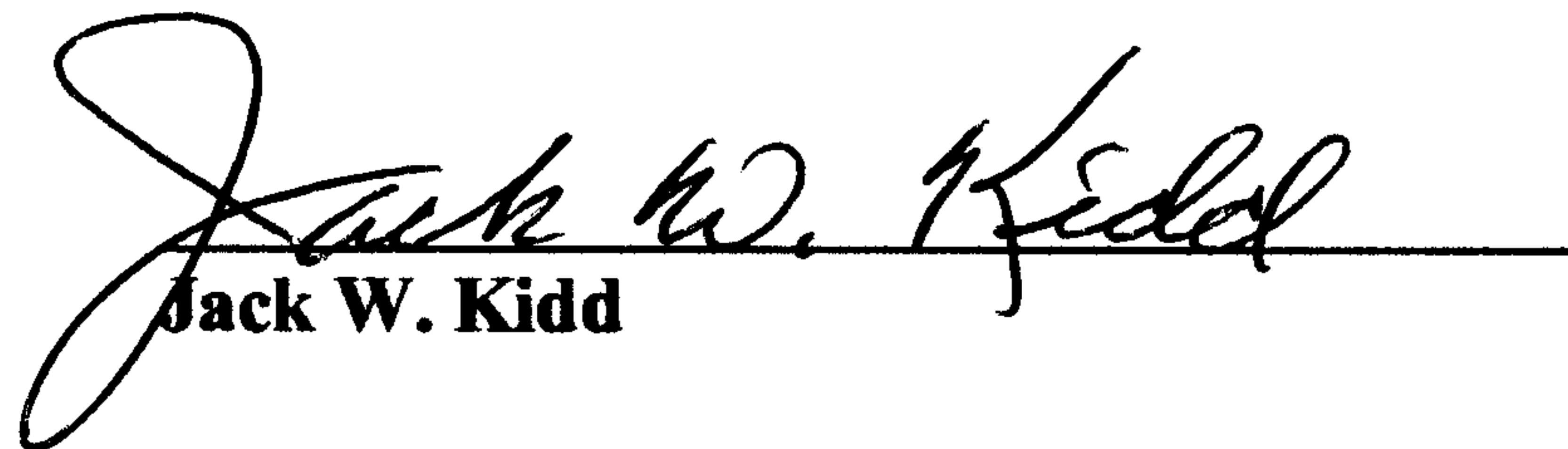
7. In connection herewith, Borrower agrees to pay or reimburse Lender for all costs and expenses incurred in connection herewith, including, without limitation, recording fees, title

insurance fees, and legal fees. Borrower agrees that Lender may debit any account of Borrower to pay or reimburse all such costs and expenses.

8. This instrument may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The failure of any party hereto to execute this instrument or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

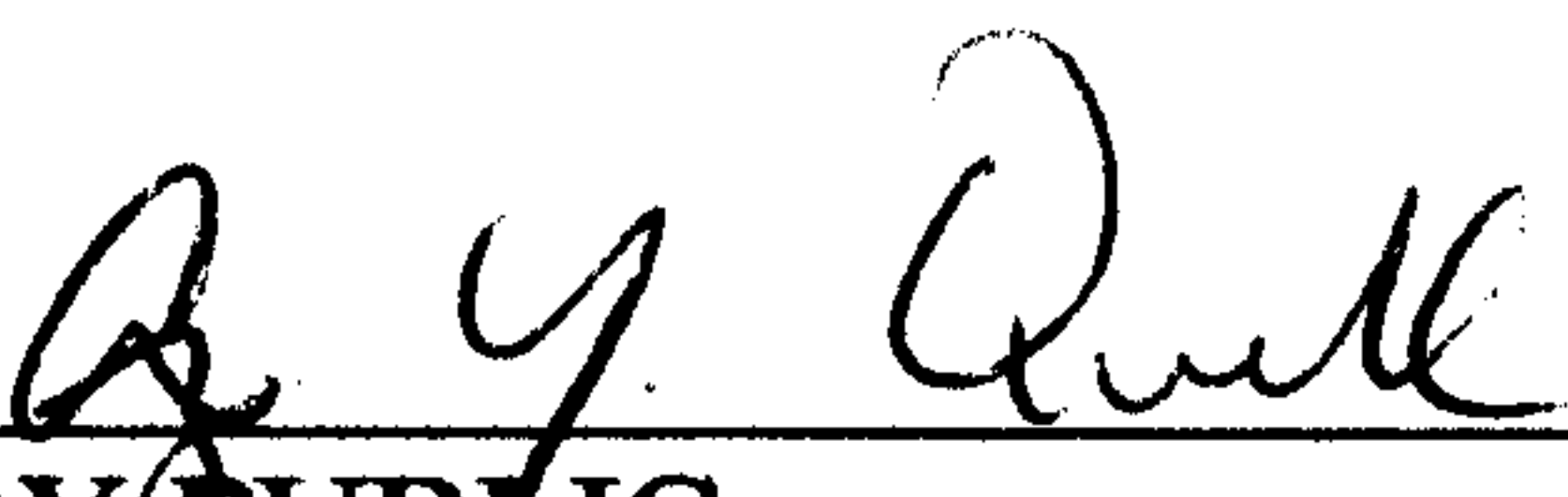
"BORROWER":


Jack W. Kidd

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jack W. Kidd, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 21st day of December, 2005.


NOTARY PUBLIC
My Commission Expires: 10/2007

"GUARANTOR":

JACK RABBIT, LLC, an Alabama limited liability company

By: *Jack W. Kidd*
Name: Jack W. Kidd
Title: Member

By: *Alan D. Kidd*
Name: Alan D. Kidd
Title: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jack W. Kidd, whose name as the member of Jack Rabbit, LLC, an Alabama limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such member and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 21st day of December, 2005.

A. Y. Wink
NOTARY PUBLIC
My Commission Expires: 10/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Alan D. Kidd, whose name as the manager of Jack Rabbit, LLC, an Alabama limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 seal this the 21st day of December, 2005.

A. Y. Wink
NOTARY PUBLIC
My Commission Expires: 10/2007

"EASTWOOD":

EASTWOOD MINI STORAGE, an
Alabama general partnership

By: *Jack W. Kidd*
Name: Jack W. Kidd
Title: general partner

By: *Faye D. Kidd*
Name: Faye D. Kidd
Title: general partner

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Jack W. Kidd, whose name as a general partner of Eastwood Mini Storage Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such partner and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal this the 21st day of December, 2005.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Faye D. Kidd, whose name as a general partner of Eastwood Mini Storage Company, an Alabama general partnership, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such partner and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal this the 21st day of December, 2005.

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/2007



20051229000668780 7/12 \$48.00
Shelby Cnty Judge of Probate, AL
12/29/2005 11:20:12AM FILED/CERT

"LENDER":

First Commercial Bank

By: *John A Marks*
Name: John A Marks
Title: Senior Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John A Marks, whose name as the Sr. Vice Pres. of First Commercial Bank, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the 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 seal this the 27th day of December, 2005.

Leatra C. Sepley
NOTARY PUBLIC
My Commission Expires: 2-21-06

This Instrument Prepared By:

James E. Vann, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205
(205) 930-5484



20051229000668780 8/12 \$48.00
Shelby Cnty Judge of Probate, AL
12/29/2005 11:20:12AM FILED/CERT

EXHIBIT "A"

PROPERTY DESCRIPTIONS

PARCEL 1: Intentionally deleted

PARCEL 2: (Commons Drive)

Lot 2-D, of a resurvey of Lot 2-C, of a resurvey of Lot 2, Lakeshore Commons, as recorded in Map Book 186, Page 17, in the Probate Office of Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Southeast corner of Lot 2-B, of a resurvey of Lot 2, of Lakeshore Commons, as recorded in Map Book 185, Page 79, in the Office of the Probate Judge of Jefferson County, Alabama; thence run on an assumed bearing North 51 degrees 30 minutes 00 seconds East for 175.16 feet along the Northerly right of way line of Commons Drive; thence 87 degrees 32 minutes 45 seconds left and run on an assumed bearing of North 36 degrees 02 minutes 45 seconds West for 302.51 feet to a point on the Southerly right of way line of Lakeshore Parkway, said point being on a curve to the right, said curve having a radius of 3,969.72 feet and subtending a central angle of 02 degrees 31 minutes 54 seconds and an assumed chord bearing of South 57 degrees 49 minutes 29 seconds West; thence 87 degrees 23 minutes 43 seconds left to become tangent to said curve and run along the arc of said curve for 175.41 feet to the Northeast corner of said aforementioned Lot 2-B; thence from tangent to said curve 95 degrees 08 minutes 11 seconds left and run along the Easterly line of said Lot 2-B on an assumed bearing of South 36 degrees 02 minutes 45 seconds East for 321.85 feet to the point of beginning.

PARCEL 3: (West Park Drive)

Lot 20, according to the Survey of West Park at Oxmoor, as recorded in Map Book 169, Page 25, in the Probate Office of Jefferson County, Alabama.

PARCEL 4: (West Park Drive)

Lot 21, according to Baughan Resurvey at West Park, as recorded in Map Book 187, Page 41, in the Probate Office of Jefferson County, Alabama.

PARCEL 5: (Brookhurst)

Lot B, according to the Map and Survey of Roebuck Crest Addition to Brookhurst, as recorded in Map Book 114, Page 2, in the Probate Office of Jefferson County, Alabama.

PARCEL 6: (Jack Rabbit)

Lot 5A, Block 3, according to a Resurvey of Lots 5 and 6, Block 3, of Rosedale Park, as recorded in Map Book 151, Page 57, in the Probate Office of Jefferson County, Alabama.

PARCEL 7: (Auto Pride Car Wash)

Lot 36A, Block 2, according to the First Amendment to a Resurvey of Lots 36, 37 and 38, Block 2, of Rosedale Park, as recorded in Map Book 156, Page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL 8: (Highway 280 Office/Warehouse)

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, thence run North 86 degrees 43 minutes 38 seconds East for a distance of 333.88 feet to the Point of Beginning; thence run South 71 degrees 31 minutes 13 seconds East for a distance of 100.20 feet; thence run South 23 degrees 59 minutes 16 seconds West for a distance of 275.63 feet; thence run North 67 degrees 10 minutes 15 seconds West for a distance of 104.08 feet; thence run North 12 degrees 30 minutes 00 seconds West for a distance of 57.00 feet; thence run North 30 degrees 17 minutes 51 seconds East for a distance of 239.82 feet to the point of beginning.

Situated in Shelby County, Alabama

ALSO: An easement described as follows:

Commence at the northwest corner of the Northwest one-quarter of the Northeast one-quarter of Section 5, Township 19 South, Range 1 West; thence run North 86 degrees 43 minutes 38 seconds East along the North line of said quarter-quarter for a distance of 333.88 feet; thence run South 71 degrees 31 minutes 13 seconds East for a distance of 100.20 feet; thence run South 23 degrees 59 minutes 16 seconds West for a distance of 260.63 feet to the POINT OF BEGINNING; thence run South 71 degrees 19 minutes 30 seconds East for a distance of 29.78 feet to the point of intersection with a curve to the left, said curve having a central angle of 18 degrees 42 minutes 34 seconds, a radius of 183.00, a chord of 59.49 and a chord bearing of South 26 degrees 50 minutes 01 seconds West; thence run along the arc of said curve for a distance of 59.76 feet to the end of said curve; thence run South 17 degrees 28 minutes 44 seconds West for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 50 degrees 45 minutes, a radius of 146.77 feet, a chord of 125.79 and a chord bearing of South 42 degrees 51 minutes 14 seconds; thence run along the arc of said curve for a distance of 130.00 feet to the end of said curve; thence run South 68 degrees 13 minutes 44 seconds West for a distance of 30.04 feet to a point on the northeasterly right of way line of U. S. 280, said right of way being situated on a curve to the left and having a central angle of 0 degrees 35 minutes 01 seconds, a radius 2944.79 feet, a chord of 30.00 feet and a chord bearing of North 21 degrees 46 minutes 15 seconds West; thence run along the arc of said curve and the Northeasterly right of way line of U. S. Highway No. 280 for a distance of 30.00 feet; thence run North 68 degrees 13 minutes 44 seconds East for a distance of 30.04 feet to the point of commencement of a curve to the left, said curve having a central angle of 50 degrees 45 minutes, a radius of 116.77 feet, a chord of 100.08 feet and a chord bearing of North 42 degrees, 51 minutes 14 seconds East; thence run along the arc of said curve for a distance of 103.43 feet to the end of said curve; thence run North 17 degrees 28 minutes 44 seconds East for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve, having a central

angle of 16 degrees 10 minutes 47 seconds, a radius of 213.00 feet, a chord of 59.95 feet and a chord bearing of North 25 degrees 34 minutes 08 seconds East; thence run along the arc of said curve for a distance of 60.15 feet to the end of said curve; thence run South 71 degrees, 19 minutes 30 seconds East for a distance of 1.46 feet to the POINT OF BEGINNING.

PARCEL 9: (Linden)

Lot 1, Block D, according to the Survey of Shades Heights, as recorded in Map Book 6, Page 97, in the Probate Office of Jefferson County, Alabama.

PARCEL 10: (Pears)

Lot 15, Block C, according to the Survey of Shades Heights, as recorded in Map Book 6, Page 97, in the Probate Office of Jefferson County, Alabama.

PARCEL 11: (Adams)

Sub-Parcel I:

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; a distance of 470.20 feet to the point of beginning; thence continue along last described course, a measured distance of 31.33 (31.24 feet deed); thence 42 degrees 06 minutes 46 seconds right, in a Southeasterly direction a distance of 244.75 feet to a point on a curve having a radius of 50 feet last described course being radial to said curve; thence in a Southwesterly direction along the arc of said curve to the left a distance of 23.90 feet; thence 39 degrees 19 minutes 16 seconds right from line tangent to said curve in a Southwesterly direction a distance of 197.05 feet; thence 104 degrees 30 minutes right; in a Northwesterly direction a measured distance of 271.44 (271.40 feet deed); thence 71 degrees 40 minutes 30 seconds right, in a Northeasterly direction a distance of 74.50 feet to the point of beginning.

Sub-Parcel II:

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and run thence in an Easterly direction along the Northerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 501.44 feet to point of beginning; thence continue along last described course a distance of 396.00 feet; thence 89 degrees 19 minutes 08 seconds right in a Southerly direction a distance of 82.27 feet; thence 54 degrees 43 minutes 51 seconds right in a Southwesterly direction a distance of 163.39 feet to a point of a curve having a radius of 50 feet; thence 103 degrees 01 minutes 59 seconds right to tangent to said curve and in a Northwesterly direction along the arc of said curve to the left a distance of 100.33 feet; thence in a Northwesterly direction along a line radial to said curve a distance of 244.75 feet to the point of beginning. Situated in Shelby County, Alabama.

Less and Except the following:

A portion of Sub-Parcel II, described as a parcel of land located in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 25 and run South 89 degrees 55 minutes 20 seconds East along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 761.20 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 135.60 feet; thence turn an angle of 89 degrees 17 minutes 37 seconds to the right and run in a Southerly direction for a distance of 82.24 feet; thence turn an angle of 54 degrees 43 minutes 54 seconds to the right and run in a Southwesterly direction for a distance of 163.14 feet; thence turn an angle of 124 degrees 30 minutes 03 seconds to the right and run in a Northerly direction for a distance of 178.13 feet to the point of beginning.

PARCEL 12: (Rainbow Paint Center)

Lot 1, Carnaggio's Survey, as recorded in Map Book 121, Page 23, in the Probate Office of Jefferson County, Alabama.

PARCEL 13: (Rainbow Paint Center)

Lot 2-C, according to a resurvey of Lot 2-A, Meeks 1st Addition to Shady Springs and part of Lot D-1, being a part of a resurvey of Lot D, Meeks 1st Addition to Shady Springs, as recorded in Map Book 123, Page 59, in the Probate Office of Jefferson County, Alabama.

PARCEL 14: (Rainbow Paint Center)

A parcel of land being part of Lot 3, according to the Survey of Meeks 1st Addition to Shady Springs as recorded in Map Book 15, Page 31, and being bounded on the Southeasterly side by the Northwesterly line of Lot 1, Carnaggio's Survey Map Book 121, Page 23; on the Southwesterly side by the Northeasterly line of Lot 2C, a Resurvey of Lot 2-A Meeks 1st Addition to Shady Springs and part of Lot D-1, being a part of a Resurvey of Lot D, Meeks 1st Addition to Shady Springs as recorded in Map Book 123, Page 59, and by one of the Northeasterly lines of the Cabana Condominium Survey, Map Book 103, Page 55A, on Northwesterly side by one of the Southeasterly lines of the same Cabana Condominium Survey, and on the Northeasterly side by one of the Southwesterly sides of the same Cabana Condominium Survey, and by the Southwesterly boundary of Lot 3A according to a Resurvey of part of Lots 3 & 4, Meeks 1st Addition to Shady Springs, as recorded in Map Book 76, Page 64, and on the Southeasterly side by the Northwesterly right of way of U. S. Highway No. 31.

PARCEL 15: (Vacant Homewood Land and Xpress Lube)

All of Lots 32, 33, 34 and 35, in Block 2, according to the Survey of Rosedale park, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 3, Page 26, less

and except any portion lying in road right of way and being more particularly described as follows:

Beginning at the NW corner of said Lot 35, run in an Easterly direction along the North line of said Lot 35, for a measured distance of 150.03 feet to an existing iron pin being the Northeast corner of said Lot 35 and being on the West right of way of 18th Place South; thence turn an angle to the right of 89 degrees 47 minutes and run in a Southerly direction along the East line of said Lot 35 for a distance of 50.0 feet to an existing iron rebar being on the North right of way line of 29th Avenue, South; thence turn an angle to the right of 90 degrees 13 minutes and run in a Westerly direction along the North right of way line of 29th Avenue, South, for a distance of 222.43 feet to an existing iron pin being on the East right of way line of 18th Street; thence turn an angle to the right of 90 degrees 09 minutes 14 seconds and run in a Northerly direction along the East right of way line of 18 the Street for a distance of 102.26 feet, more or less, to an existing concrete right of way monument; thence turn an angle to the right of 43 degrees 37 minutes 28 seconds and run in a Northeasterly direction for a distance of 66.11 feet to an existing iron pin being on the North line of said Lot 32; thence turn an angle to the right of 46 degrees 13 minutes 18 seconds and run in an Easterly direction along the North line of said Lot 32, for a distance of 25.05 feet, more or less, to an existing iron pin, being the Northeast corner of said Lot 32; thence turn an angle to the right of 88 degrees 56 minutes 18 seconds and run in a Southerly direction along the East line of said Lot 32, for a distance of 50.0 feet to an existing PK nail, being the Southeast corner of said Lot 32; thence turn a measured angle to the right of 0 degrees 48 minutes 42 seconds and run in a Southerly direction for a distance of 50.0 feet, more or less; to the point of beginning.

Situated in Jefferson County, Alabama.

PARCEL 16: (Hardee's - Trussville)

Lot 3-A, according to the Resurvey of Lot 3, Cahaba Plaza, as recorded in Map Book 133, Page 52, in the Probate Office of Jefferson County, Alabama.

PARCEL 17: (Highlander)

Lots 3 and 4, in Block 4, according to the Survey of Highland Office Park, as recorded in Map Book 55, Page 91, in the Probate Office of Jefferson County, Alabama.

STATE OF ALABAMA - JEFFERSON COUNTY
I certify that no mortgage tax or deed tax
has been collected on this instrument.
JUDGE OF PROBATE
TWO TAX COLLECTED

State of Alabama - Jefferson County
I certify this instrument filed on:
2005 DEC 28 02:50:16:17PM
Recorded and \$ Mtg. Tax
and \$ 33.00 Deed Tax and Fee Amt.
\$ Total \$ 33.00
MARK GAINES, Judge of Probate
200517/1268