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STATE OF ALABAMA)

COUNTY OF SHELBY)

**MORTGAGE, SECURITY AGREEMENT  
AND FINANCING STATEMENT**

KNOW ALL MEN BY THESE PRESENTS that whereas Ezell, L.L.C., E.E.E., L.L.C., J.C. Ezell, L.L.C., and W.C. Ezell, L.L.C., (hereinafter referred to as "Mortgagor," whether one or more), limited liability companies organized and existing under the laws of the state of Nevada has become justly indebted to **Whitney National Bank**, a national banking corporation organized and existing under the laws of the United States of America, with a mailing address of Post Office Box 9789, Mobile, Alabama 36691 (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of THREE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$3,750,000.00) together with interest thereon, as evidenced by a promissory note of even date herewith.

NOW, THEREFORE, in consideration of the indebtedness described above and other valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment and performance of the indebtedness described above, any extensions, renewals, modifications and increases thereof and substitutions therefor and all interest thereon and late charges, all sums advanced by Mortgagee pursuant to the terms of this mortgage, all obligations of Mortgagor under this mortgage and all other indebtedness (including future loans and advances) now or hereafter owed to Mortgagee by any of the above-named or by any of the undersigned, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint and several, and otherwise secured or not (collectively, the "Indebtedness"), and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Ezell, L.L.C., E.E.E., L.L.C., J.C. Ezell, L.L.C. and W.C. Ezell, L.L.C. as to Parcels A, D, E, F, G, H and I; and Ezell, L.L.C. as to Parcels B and C does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, GRANT A SECURITY INTEREST IN, TRANSFER AND WARRANT unto Mortgagee the following described property (collectively, the "Mortgaged Property"):

- (1) The following described real property situated in the State of Alabama:

**See Exhibit A attached hereto and made a part hereof.**



SUBJECT TO:

- a. Taxes for the current year which are not yet due and payable.

**See Exhibit A-1 attached hereto and made a part hereof for additional exceptions.**

together with all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining thereto, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, and equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage (all of the foregoing real property, equipment, and fixtures being sometimes hereinafter called the "Premises");

(2) All present and future rents, fruits, revenues, income and profits accruing from time to time from the use, possession, occupancy or lease of all or any part of the Premises and from Mortgagor's operation thereof including, without limitation, rights to rents, royalties, rentals, shut in payments and other payments which are rents or rentals attributable to Mortgagor's sale, lease or other disposition of Mortgagor's right to explore or develop mineral interests in the Premises and rights under and proceeds of any timber contract (collectively, the "Rents"), and all present and future leases of all or any part of the Premises ("Leases"); and

(3) All other intangible property incidental or accessory to the Premises or its use (the "Intangibles"), including without limitation (i) the right to receive proceeds and awards from the sale, lease, insurance loss, claims for damages, or condemnation, expropriation or other taking of the Premises (the "Proceeds"); (ii) rights under service, maintenance, or warranty contracts relating to the Premises, and (iii) rights under trade names, patents, or copyrights that are subject to use in connection with the Premises or Mortgagor's business or other activities conducted thereon.

**To Have And To Hold** the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid and as additional security for all of the Indebtedness described above (including future advances), Mortgagor hereby assigns and transfers to Mortgagee and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor located, whether permanently or temporarily on the Mortgaged Property, and all building materials, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or located and stored on any other real property, which are or shall be purchased by Mortgagor for the purpose, or with the intention of making improvements on the



Mortgaged Property or to the premises located on said property (such items of property being included in, and referred to herein as part of, the Mortgaged Property).

This mortgage shall serve also as a security agreement and financing statement for all purposes permitted by the Alabama Commercial Code, Section 7-9:101 - 7-9-507 Code of Alabama (1975) as amended from time to time. A photocopy hereof shall suffice as a financing statement pursuant to Section 7-9-402(1) Code of Alabama (1975) as amended from time to time.

1. Covenants. For the purpose of further securing the payment of all of the Indebtedness, Mortgagor represents, warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1.01 Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property except as otherwise expressly stated herein, has a good right to convey the same as aforesaid, and will warrant and forever defend the title of Mortgagee to the mortgaged premises against the lawful claims of all persons whomsoever, and the Mortgaged Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

1.02 The Mortgaged Property shall remain specially mortgaged, pledged, affected and hypothecated to, and subject to a security interest in favor of, Mortgagee until the full and final payment of the Indebtedness and cancellation of this Mortgage from the public records. Mortgagor shall not sell, transfer, mortgage, assign, pledge, alienate or create any security interest in the Mortgaged Property. In no event shall any such act by Mortgagor, whether or not authorized by Mortgagee, prejudice the rights of Mortgagee under this mortgage.

1.03 Mortgagor shall make all repairs, additions, and improvements necessary to maintain the Mortgaged Property in good condition and to prevent any impairment of the security of this mortgage. If Mortgagor fails to maintain the Mortgaged Property in good condition, Mortgagee may, at its option, cause the Mortgaged Property to be maintained in good condition at Mortgagor's cost.

1.04 (a) Mortgagor shall keep the Mortgaged Property constantly insured against risk of loss by fire, wind, storm, flood, tornado, theft, and all such other hazards, casualties, and contingencies as may be deemed necessary by Mortgagee. The insurance shall be in such amounts and shall be issued by such companies as are acceptable to Mortgagee. All policies of insurance shall be delivered to Mortgagee, shall contain a loss payable clause in favor of Mortgagee, and shall be in a form acceptable to Mortgagee. All renewal policies shall be delivered to Mortgagee at least fifteen (15) days prior to the expiration date of the existing policy.

(b) The insurance policies required by this mortgage shall provide that any loss payable to Mortgagee and Mortgagor, as their respective interests may appear, shall be payable to Mortgagee notwithstanding any act or omission of Mortgagor or of any



other party, which would otherwise result in a forfeiture of such insurance, and that policies shall not be canceled even for nonpayment of premium or the coverage reduced without at least thirty (30) days prior written notice to Mortgagee.

(c) Mortgagor shall promptly notify Mortgagee of any insured loss. If Mortgagee receives any sum of money from any insurance policy affecting the Mortgaged Property, Mortgagee may, at its option and in such manner as it may determine, (i) retain the money and apply it toward the payment of any obligations secured by this mortgage or by a security interest in the Note with Mortgagee having the right to impute the money among the obligations in any manner specified by Mortgagee, or (ii) pay all or part of the money, under such conditions as Mortgagee may determine, to Mortgagor to enable Mortgagor to repair or restore the Mortgaged Property or use the money for any other purpose satisfactory to Mortgagee, all without prejudice to, and without affecting the lien of, this mortgage.

1.05 Mortgagor shall pay promptly when due all taxes, local and special assessments, and governmental and utility charges (collectively, the "Taxes") imposed, assessed, or levied on all or any part of the Mortgaged Property, and Mortgagor shall furnish Mortgagee evidence of the payment of the Taxes. If Mortgagor for any reason does not pay promptly when due any of the Taxes, Mortgagee is hereby authorized to pay such unpaid Taxes with full subrogation to all rights of all authorities imposing such Taxes by reason of Mortgagee's payment, and Mortgagor shall promptly reimburse Mortgagee on demand for Taxes paid by Mortgagee. Mortgagor shall, if requested by Mortgagee, pay to Mortgagee an amount equal to the estimated annual Taxes and the premiums for the insurance required by this Mortgage, so that Mortgagee shall have sufficient funds available to pay such Taxes and insurance premiums, and Mortgagor shall, at the option of Mortgagee, pay such amounts either thirty (30) days before they become due, or in equal monthly payments in advance, with such payments commencing one (1) month after the date of this mortgage.

1.06 Mortgagor shall pay promptly when due all of Mortgagor's obligations that might, if unpaid, result in or permit the creation of a lien or encumbrance on all or any part of the Mortgaged Property. Mortgagor shall do everything necessary to preserve the priority of this mortgage without any expense to Mortgagee. Mortgagor shall notify Mortgagee immediately if any lien is filed against any part of the Mortgaged Property or if any part of the Mortgaged Property is seized, attached, or levied against. Mortgagor shall immediately obtain the release of the Mortgaged Property from any seizure, lien, or attachment, and if Mortgagor fails to do so, Mortgagee may, at its option, obtain the release of the Mortgaged Property at Mortgagor's expense.

1.07 (a) Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, its use, construction, or maintenance, including, without limitation, all Environmental Laws. As used in this Mortgage, "Environmental Laws" shall mean any and all federal, state or local laws, rules, regulations, orders, permits, or ordinances involving the environment including, but without limitation, the Resource Conservation and Recovery Act, 42



U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.), the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §§ 1251 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as they now exist or may subsequently be modified, supplemented or amended. Mortgagor warrants that neither Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any of the Environmental Laws.

(b) Mortgagor shall forever indemnify, defend and hold harmless Mortgagee, its directors, officers, employees and agents from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorney's fees and litigation expenses arising from (i) the operation of any of the Environmental Laws, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property of any of the Environmental Laws. Mortgagor shall pay all costs and expenses incurred by Mortgagee to enforce the provisions of this paragraph, including, without limitation, attorney's fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Mortgagee within the scope of the provisions of this paragraph.

1.08 Mortgagor shall not remove any part of the Mortgaged Property from its present location without Mortgagee's prior written consent.

1.09 Mortgagor shall permit Mortgagee and its agents to have access to, and to inspect the Mortgaged Property at all reasonable times.

1.10 The pledge and assignment of and security interest in the Leases and Rents provided for herein shall secure all Indebtedness, all liabilities and obligations for which the Note has been given as security, and all other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, up to the maximum amount of five (5) times the Principal Amount. Mortgagee shall have full subrogation to Mortgagor's rights to all Leases and Rents.

1.11 Mortgagor shall administer the Leases, Rents and Intangibles in a fiduciary capacity for the benefit of Mortgagee. Although this instrument creates a present pledge and assignment of and vested security right in the Leases and Rents, Mortgagor shall be entitled to collect the Rents until the occurrence of a Default or until Mortgagee sends written notice to Mortgagor at Mortgagor's address set forth above, whereupon



Mortgagee shall have the right to receive and collect the Rents. All Proceeds shall be paid directly to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent and attorney-in-fact (coupled with an interest), to demand, sue for, collect, receive, and receipt for the Rents and Proceeds, and to exercise all the rights and privileges of Mortgagor under any of the Leases or Intangibles affecting the Mortgaged Property, including without limitation, the right to fix or modify the amount of the Rents, to evict any lessee, tenant or occupant (the "Lessee") from the Mortgaged Property, to relet such property and to do all such things as Mortgagee may deem necessary. Mortgagor hereby irrevocably consents that all Lessees of the Mortgaged Property shall be authorized to pay the Rents directly to Mortgagee without liability for the determination of the actual existence of any Default, the Lessees being hereby expressly relieved of any obligation to Mortgagor with respect to Rents paid to Mortgagee. All Rents and Proceeds collected under this mortgage shall be applied, after payment of all costs and charges, as a credit against the Indebtedness. Mortgagee shall have no legal or contractual responsibility for the condition of the Mortgaged Property, for any obligation to perform leases affecting the Mortgaged Property, or for any dangerous or defective condition of the Mortgaged Property. Mortgagor indemnifies and shall defend the Mortgagee and its agents, employees, successors, and assigns (the "Indemnified Parties") and to hold them harmless from any cost, expense, liability, loss, or damage, including, without limitation, reasonable attorney's fees, which may or might be incurred by them by reason of the assignment of and security interest in the Rents, Leases and Intangibles. The obligation set forth herein to indemnify, defend, and hold the Indemnified Parties harmless shall be secured by this mortgage.

1.12 Mortgagor hereby agrees to pay promptly all charges, costs, and attorney's fees and taxes incurred in connection with the preparation, execution, and recordation of this mortgage.

1.13 If Mortgagor fails to perform any obligation under this mortgage, then the Mortgagee may, at its option, perform such obligation, and the cost of such performance shall be reimbursable to Mortgagee upon demand and added to the amount secured by this mortgage, provided that the maximum amount to be secured by this mortgage shall not, at any one time, exceed five times the Principal Amount. Authorizations granted to the Mortgagee to pay or perform obligations on behalf of the Mortgagor, or to enforce or collect Leases, Rents and Proceeds, are solely for the benefit of Mortgagee, to be exercised in Mortgagee's sole discretion, and shall be performed at the sole risk and expense of Mortgagor. Mortgagee shall have no liability to Mortgagor, or any other party, either directly or by set-off or compensation, for failure to perform such obligations or to enforce or collect Leases, Rents or Proceeds, or for performing in a manner that causes damage to the Mortgagor.

1.14 Mortgagor who is obligated to pay the Indebtedness shall well and truly pay and discharge such Indebtedness as it shall become due and payable, including the note or notes described above, any extensions, renewals or increase thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.



1.15 Unless Mortgagee's written consent has been obtained in advance, (a) Mortgagor will not cause or allow possession of the Mortgaged Property to remain in any other person or entity to the exclusion of Mortgagor, (b) Mortgagor will not cut, remove, sell or contract to sell any standing timber from the Mortgaged Property, and (c) Mortgagor will not sell, assign, transfer, convey, lease or sublet all or any part of the Mortgaged Property or any oil, gas or mineral rights or other interest therein, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the Mortgaged Property upon the obligor's or transferee's agreement to pay a greater rate of interest on all or any part of the Indebtedness or to adjust the payment schedule of all or any part of the Indebtedness, and upon Mortgagee's approval of the creditworthiness of the transferee the transferee's payment to Mortgagee of a reasonable transfer or assumption fee.

1.16 All of the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns. As used in this mortgage, the term "Mortgagors" also means "Mortgagor, or any of them;" the singular includes the plural, and vice versa; and the use of one gender includes all other genders. The obligations of Mortgagor hereunder are joint and several. The provisions of this mortgage and of the note or notes secured hereby are severable, and the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity or enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee under any other agreement, at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. This mortgage also constitutes a financing statement, and a carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

**UPON CONDITION, HOWEVER,** that if Mortgagor shall well and truly pay and discharge all the Indebtedness (including, without limitation, all extensions, renewals and increases of the original Indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and covenants by them herein agreed to be done or performed in strict accordance with the tenor and effect thereof, and if there is no outstanding commitment or agreement by Mortgagee to make advances, incur obligations or otherwise give value under any agreement, including, without limitation, agreements providing for future advances, open-end, revolving or other lines of credit, or letters of credit, then and in that event only this conveyance and the security interest herein granted shall be and become null and void (except the agreements of indemnity made in Section 1.07, above, which shall survive termination of this mortgage).



2. Default; Remedies.

2.01 The occurrence of any one or more of the following events shall constitute a default (a "Default") under this mortgage:

(a) failure to pay promptly on demand any principal or interest due on the Note;

(b) failure to pay promptly on demand any sums advanced by Mortgagee for the payment of insurance premiums, Taxes, the cost of maintaining the Mortgaged Property in good repair, or the cost of obtaining the release of the Mortgaged Property from any seizure, lien, or attachment;

(c) failure by Mortgagor to observe or perform any of Mortgagor's covenants, agreements, and obligations under this mortgage;

(d) the inaccuracy of any warranty made by Mortgagor to Mortgagee in this mortgage or otherwise;

(e) a default in the payment or performance of any obligation secured by a security interest affecting the Note;

(f) the seizure, attachment or sequestration of any part of the Mortgaged Property;

(g) the death, adjudication of incompetence, dissolution, liquidation or insolvency of Mortgagor; or

(h) the filing by or against Mortgagor of a proceeding under the U.S. Bankruptcy Code or for any other relief afforded debtors or affecting rights of creditors generally under the laws of any jurisdiction.

2.02 If a Default occurs, Mortgagee may, at Mortgagee's option, without notice to Mortgagor, declare the Indebtedness and all obligations for which the Note is given as security to be immediately due and payable, and may immediately exercise all remedies provided under this mortgage or by law.

2.03 Upon default, Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after or without taking such possession to sell the same (or such part or parts thereof as Mortgagee may from time to time elect to sell) at the front or main door to the courthouse of the County (or the division thereof) where said property, or any substantial material or part of said property, is located, at public outcry for cash, after first giving notice of the description of the property to be sold and the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in the county or counties in which the property to be sold is located (or if no newspaper is published in any such county, then in a newspaper



published in an adjoining county); and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold.

2.04 Mortgagee shall apply the proceeds of any sale or sales under this mortgage as follows: First, to the expenses of advertising, selling, preparing the Mortgaged Property for sale, and conveying, including a reasonable attorney's fee (including attorney's fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenge the right of Mortgagee to foreclosure this mortgage or sell any of the Mortgaged Property under this mortgage and attorney's fees incurred in connection with any appeal); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the Indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property.

2.05 Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

2.06 Mortgagor hereby waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

2.07 The power of sale granted herein is a continuing power and shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all of the Indebtedness and other obligations secured hereby have been satisfied in full.

2.08 Upon the occurrence of any such event described above, with respect to all of the Mortgaged Property which is personal property, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, and shall have, without limitation, the right to take possession of any of the property herein transferred which is personal property and, with or without taking possession thereof, to sell the same at one or more public or private sales, or to proceed as to both the real property and personal property in accordance with Mortgagee's rights and remedies in respect of the real property, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor hereby waives, to the extent permitted by law, any requirement of a judicial hearing and notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held and agree that any required notice which cannot be waived shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth above, or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property.




THIS MORTGAGE does not secure future advances.

THIS MORTGAGE is a sealed instrument.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its officer thereunto duly authorized, this the 3<sup>rd</sup> day of May, 2006.

**MORTGAGORS:**

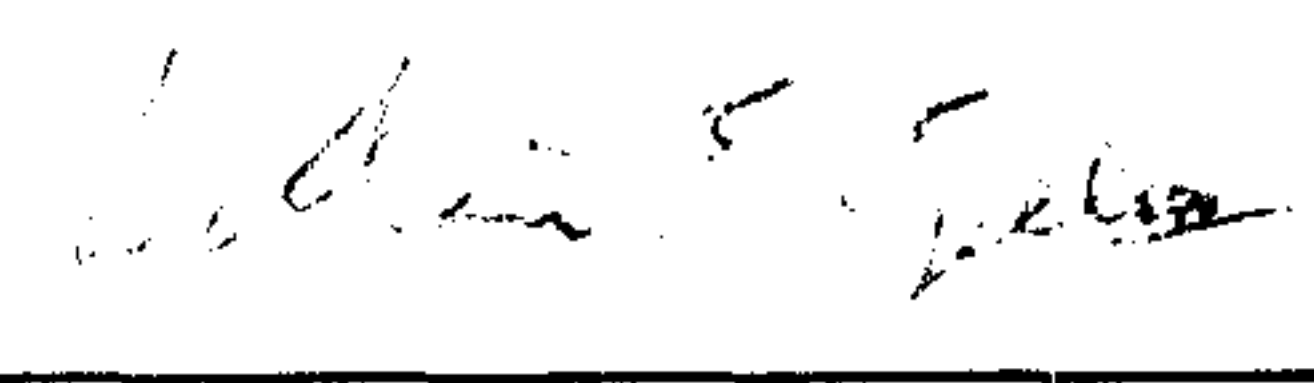
Ezell, L.L.C.

By:   
William E. Ezell, III  
Its: Member/Manager

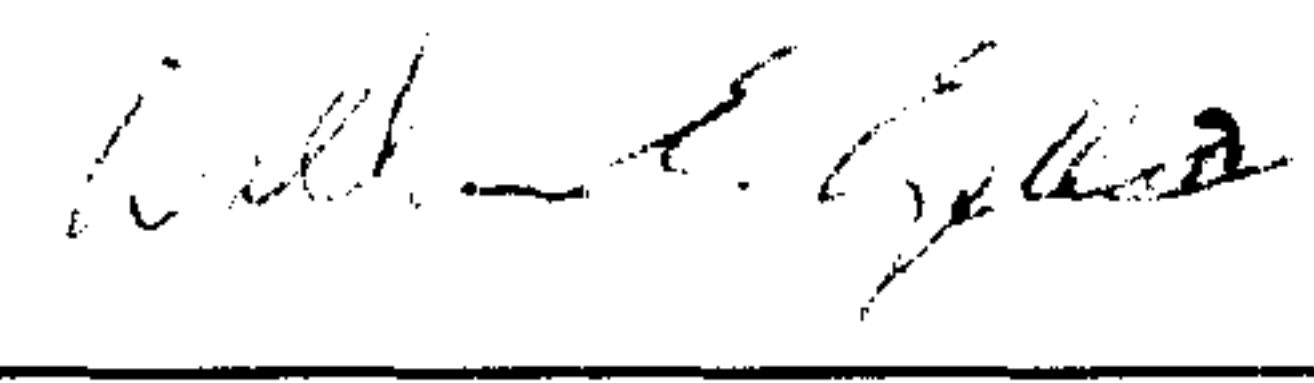
E.E.E., L.L.C.

By:   
Elissa E. Watkins  
Its: Member/Manager

J.C. Ezell, L.L.C.

By:   
William E. Ezell, III  
Its: Authorized Agent

W.C. Ezell, L.L.C.

By:   
William E. Ezell, III  
Its: Authorized Agent



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, \_\_\_\_\_, a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as member/manager of Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as member/manager, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3<sup>rd</sup> day of May, 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Melissa Barnett Chason, a Notary Public in and for said county and state, hereby certify that Elissa E. Watkins, whose name as member/manager of E.E.E., L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as member/manager, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3<sup>rd</sup> day of May, 2006.

Melissa Barnett Chason

NOTARY PUBLIC

My Commission Expires: 8-28-06

(AFFIX NOTARIAL SEAL)



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Shelby Cnty Judge of Probate, AL  
05/18/2006 10:45:43AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Cynthia S. Leonard, a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as authorized agent of J.C. Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as authorized agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3<sup>rd</sup> day of May, 2006.

Cynthia S. Leonard  
NOTARY PUBLIC 304.08  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Cynthia S. Leonard, a Notary Public in and for said county and state, hereby certify that William E. Ezell, III, whose name as authorized agent of W.C. Ezell, L.L.C., a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as authorized agent, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 3<sup>rd</sup> day of May, 2006.

Cynthia S. Leonard  
NOTARY PUBLIC 304.08  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARIAL SEAL)



MORTGAGEE'S ADDRESS:

Post Office Box 9789  
Mobile, Alabama 36691

MORTGAGOR'S ADDRESS:

4 Perdido Point Drive  
Orange Beach, AL 36561

THIS INSTRUMENT PREPARED BY:

J. David Brady, Jr.  
ANDERS, BOYETT & BRADY, P.C.  
One Maison, Suite 203  
3800 Airport Boulevard  
Mobile, Alabama 36608  
(251) 344-0880

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**EXHIBIT "A" TO MORTGAGE, SECURITY AGREEMENT AND  
FINANCING STATEMENT TO WHITNEY NATIONAL BANK  
BY EZELL, L.L.C., E.E.E., L.L.C., J.C. EZELL, L.L.C., and  
W.C. EZELL, L.L.C. DATED MAY 3, 2006.**

**That real property situated in the County of Butler, State of Alabama, described as follows, to-wit:**

**Parcel A - Unit 159**

**Begin at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 10, Range 14, Butler County, Alabama, run then North 88 degrees 13 minutes West 1285.0 feet to a concrete marker, said marker being the point of beginning of the herein described real property; run thence South 01 degree 47 minutes West 90.0 feet to a concrete marker, thence North 88 degrees 13 minutes West 178.7 feet to a concrete marker on the East right of way line of Alabama Highway Number 185; run thence North 11 degrees 24 minutes West along said right of way 92.4 feet to an iron pin, thence South 88 degrees 13 minutes East 200.0 feet to the point of beginning, situated, lying and being in the South one-half of the Southeast Quarter of Section 10, Township 10, Range 14, Greenville, Butler County, Alabama.**

**That real property situated in the County of Colbert, State of Alabama, described as follows, to-wit:**

**Parcel B - Unit 990**

**Tract 1**

**Lots 2, 3 and 4, Block 3 and part vacated Maingate Avenue known and designated according to the map and survey of Main Plant Gate Subdivision "C" as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama in Plat Book 2 page 385.**

**Tract 2**

**Lot 5, Block 3 and part vacated Maingate Avenue known and designated according to the map and survey of Main Plant Gate Subdivision "C" as the same appears of record in the office of the Judge of Probate of Colbert County, Alabama in Plat Book 2 page 385.**

**The above tracts are also described on a survey by S.K. Alexander, Registered Land Surveyor dated February 8, 1994 as follows:**

**A tract of land in the City of Sheffield, Colbert County Alabama being part of Block 3, Main Plant Gate Subdivision, Section C as same appears of record in the office of the Judge of Probate, Colbert County, Alabama in Plat Book 2 page 385 and being more particularly described as follows: Begin at the Northwest corner of Lot 2, Block 3, Main Plant Subdivision, Section C said point being on the East right of way line of Nathan Blvd. thence leave said right of way line East 162.00 feet to a point, thence North 25.00 feet to a point on the South right of way line of 16th Street,**



thence along the South right of way line of 16th Street, East 18.00 feet to a point, thence leave said right of way South 100.00 feet to a point, thence West 18.00 feet to a point, thence South 25.00 feet to a point, thence West 162.00 feet to a point on the East right of way line of Nathan Blvd., thence along the East right of way line of Nathan Blvd. North 100.00 feet to the point of beginning of the tract of land hereby described.

Being the same property conveyed by warranty deed from Oscar Medley, a married man to Treetop Realty Corp. a Tennessee Corp. dated April 20, 1994 and recorded in the office of the Judge of Probate of Colbert County at Microfiche Record 9409 Frame 475.

ALSO a warranty deed from RBM Company, a Tennessee general partnership to Treetop Realty Corp., a Tennessee Corp. dated April 20, 1994 and recorded in the office of the Judge of Probate of Colbert County at Microfiche Record 9409 Frame 480.

That real property situated in the County of Cullman, State of Alabama, described as follows, to-wit:

**Parcel C - Unit 1004**

**Parcel 1 - Lot 6, Resubdivision of Tract 5 of Warnke Subdivision, according to plat thereof recorded in Map Book 7 page 269 of the records in the office of the Judge of Probate, Cullman County, Alabama more particularly described as follows:**

Begin at the Southeasterly corner of said Lot 6, thence run Westerly along the Southerly property line of said Lot 6 for 251.01 feet measures (251.72 feet map) to a point, said point being on the Easterly right of way line of Commerce Avenue, thence turn an angle to the right of 89 degrees 54 minutes 35 seconds and run Northerly along said Easterly right of way line of Commerce Avenue for 106.66 feet to a point, said point being on a curve to the left, said curve subtending a central angle of 44 degrees 33 minutes 14 seconds having a radius of 213.06 feet and chord of 161.54 feet, thence run Northwestwardly along the arc of said curve for 165.68 feet to a point, thence turn an angle to the right of 158 degrees 50 minutes 47 seconds for the chord of said curve, and run Southeasterly for 248.43 feet measures (248.38 feet map) to a point, thence turn an angle to the left of 10 degrees 00 minutes 00 seconds and run 99.94 feet measures (100.00 feet map) to a point, thence turn an angle to the left of 15 degrees 48 minutes 10 seconds and run 60.85 feet measures (61.22 feet map) to the point of beginning.

**Parcel 2**

**Legal description of gap between Lot 6, Resubdivision of Tract 5 of Warnke Subdivision as recorded in Map Book 7 page 269 in the Office of the Judge of Probate of Cullman County, Alabama and Lot 1, Hudson's Addition to Cullman as recorded in Map Plat B-126A in the office of Probate Judge of Cullman County,**



**Alabama and in easement recorded in Real Property Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, being more particularly described as follows:**

**Commence at the Southeast corner of Lot 6, Resubdivision of Tract 5 (bent rebar) of Warnke Subdivision as recorded in Map Book 7 page 269 in the office of Probate Judge of Cullman County, Alabama, thence run Northwesterly along the property line of said Lot 6, Resubdivision of Tract 5 for 37.09 feet to the point of beginning, thence continue along the same course and property line of 23.72 feet to a 1" open top iron, thence run an angle to the right of 15 degrees 48 minutes 10 seconds and run for 99.94 feet measured (100.00 feet record) to a 5/8" rebar, thence turn an angle to the right of 10 degrees 00 minutes 00 seconds and run 160.33 feet to a point, thence turn an angle to the right of 83 degrees 37 minutes 33 seconds and run 0.56 feet to a 1" iron, said point also being on the Southerly line of an easement described in Real Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run along the South line of said easement for 196.00 feet to the Southeast corner of said Lot 1 ( an open top 1" iron) Hudson's Addition to Cullman, thence turn an angle to the left of 03 degrees 28 minutes 00 seconds and run along the Southerly property line of said Lot 1, Hudson's Addition to Cullman, for 85.23 feet to a point, thence turn an angle to the right of 90 degrees 19 minutes 47 seconds and run 7.22 feet to the point of beginning.**

**Parcel 3**

**An Easement for Ingress/Egress:**

**Begin at the Southwest corner of Lot 1, Hudson's Addition to Cullman, as recorded in Map Plat B-126A in the office of Probate Judge of Cullman County, Alabama, said corner also being the Southeast corner of an easement as described and recorded in Real Book 412 page 718 in the office of Probate Judge of Cullman County, Alabama, thence Northerly along the West line of said Lot 1 for 50.65 feet to a 5/8" rebar, thence turn an angle to the left of 56 degrees 00 minutes 00 seconds and run Northwesterly for 112.00 feet to a point, thence turn an angle to the left of 12 degrees 12 minutes 08 seconds and run Northwesterly for 146.52 feet to a point, said point being on the Easterly right of way line of Commerce Avenue and the Northwesterly corner of Lot 6, Resubdivision of Tract 5 of Warnke Subdivision as recorded in Map Book 7 page 269 in the office of Probate Judge of Cullman County, Alabama, thence turn an angle to the left of 161 degrees 21 minutes 39 seconds and run Southeasterly along the most Northerly line of said Lot 6 a distance of 88.10 feet to a point, thence turn an angle to the left of 96 degrees 22 minutes 19 seconds run Northeasterly for 0.56 feet to a point, thence turn an angle to the right of 90 degrees 46 minutes 06 seconds and run Southeasterly for 196.00 feet to the point of beginning.**



**That real property situated in the County of Cullman, State of Alabama, described as follows, to-wit:**

**Parcel D - Unit 456**

**Beginning at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2 degrees 42' West a distance of 394.7 feet to a point; thence North 71 degrees 45' West a distance of 736.4 feet to the right of way line of Alabama Highway No. 69; thence North 30 degrees 58' East along said right-of-way a distance of 100 feet to the Point of Beginning of the herein described parcel, thence North 30 degrees 58' East along said right-of-way 75.35 feet to an Iron Pin; thence North 58 degrees 58' West a distance of 40 feet to an Iron Pin; thence North 32 degrees 54' East run the arc of a 2 degree curve having a chord distance of 20 feet to an iron Pin; thence South 67 degrees 06' East a distance of 200 feet to an Iron Pin; thence South 30 degrees 58' West a distance of 95 feet to an Iron Pin; thence North 69 degrees 10' West a distance of 162.8 feet to the true point of beginning.**

**An easement for sewer purposes more particularly described as follows:**

**Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 4, Township 11 South, Range 3 West; thence North 2 degrees 42' West a distance of 394.7 feet to a Point; thence North 71 degrees 45' West a distance of 736.4 feet to the right-of-way line of Alabama Highway No. 69; thence North 30 degrees 58' East along said right-of-way a distance of 100 feet; thence North 30 degrees 58' East along said right-of-way 75.35 feet to an iron pin; thence North 58 degrees 58' West a distance of 40 feet to an iron Pin; thence North 32 degrees 54' East run the arc of a 2 degree curve having a chord distance of 20 feet to an iron Pin; thence South 67 degrees 06' East a distance of 200 feet to an Iron Pin; thence South 30 degrees 58' West a distance of 10 feet to the beginning and center line of a 10 foot wide easement being 5 feet each side of the following described center line; South 55 degrees 02' East 400.63 feet to the center of an existing drainage ditch.**

**That real property situated in the County of Jefferson, State of Alabama, described as follows, to-wit:**

**Parcel E-1 - Unit 756**

**Parcel 1**

**Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, thence run Northwardly along 1/4 line for a distance of 181.82 feet to the Northerly right of way of Valley Road, thence right 53 degrees 48 minutes and run Northeasterly along said right of way for a distance of 253.21 feet for point of beginning, thence continue along last described course for a distance of 238.42 feet, thence left 137 degrees 20 minutes 40 seconds and run Northwesterly for a distance of 20.47 feet to a point of a curve having a radius of 1382.08 feet and a delta angle of 3 degrees 43 minutes 55 seconds, thence along said curve an arc distance of**



90.02 feet to a monument, thence left 31 degrees 26 minutes 20 seconds and run Southwesterly for a distance of 162.84 feet, thence left 101 degrees 17 minutes and run Southwesterly for a distance of 94.09 feet to point of beginning.

Two parcels situated in the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West situated in Jefferson County being more particularly described as follows and set out for informational purposes only. Both parcels are contained in Parcel 1 described above.

**Parcel A**

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama and run North along the West line thereof for 169.53 feet, thence 53 degrees 44 minutes 26 seconds right for 260.98 feet, thence 89 degrees 05 minutes left for 102.35 feet to the Southeasterly right of way line of Interstate Highway #59, thence 96 degrees 38 minutes right and run along said right of way for 113.72 feet, thence 118 degrees 38 minutes 18 seconds right for 108.35 feet, thence 53 degrees 48 minutes 2 seconds right for 50.0 feet to the point of beginning.

**Parcel B**

Commence at the SW corner of the NE 1/4 of the SW 1/4 of Section 14, Township 16 South, Range 1 West, Jefferson County, Alabama, thence run North along the West line of said 1/4 1/4 section a distance of 181.82 feet, thence turn right 53 degrees 48 minutes and run Northeasterly a distance of 311.13 feet to the point of beginning, thence continue along the last described course a distance of 180.50 feet to the Southerly right of way line for a public road, thence turn left 37 degrees 20 minutes 40 seconds and run Westerly along said right of way line a distance of 20.47 feet to a point of curve, said curve being to the left, having a radius of 1382.08 feet and an interior angle of 3 degrees 43 minutes 55 seconds, thence continue Westerly along said right of way line an arc distance of 0.02 feet, thence from the tangent of the last described course turn left 31 degrees 26 minutes 20 seconds and run Southwesterly a distance of 40.59 feet, thence turn left 61 degrees 17 minutes and run Southerly a distance of 96.60 feet to the point of beginning.

That real property situated in the County of Jefferson, State of Alabama, described as follows, to-wit:

**Parcel E-2 - Unit 664**

Lot 1, Survey of Vestavia Waffle House, according to plat thereof recorded in Map Book 155 page 28 of the records in the office of the Judge of Probate, Jefferson County, Alabama.

That real property situated in the County of Shelby, State of Alabama, described as follows, to-wit:



**Parcel F-1 - Unit 346**

**All that tract or parcel of land lying and being in the South 99.03 feet of Lot 10, Block A of Nickerson's Addition to Alabaster as recorded in Map Book 3 page 61 in the Probate Office of Shelby County, Alabama more particularly described as follows: Beginning at the Southwest corner of said Lot 10, thence running North 3 degrees 56 minutes West along the West line of said lot for 99.03 feet, thence 91 degrees 41 minutes right (recorded 92 degrees 0 minutes) and running North 87 degrees 45 minutes East and parallel with the South line of said lot for 145.0 feet to a point on the East line of said Lot 10, thence 88 degrees 19 minutes right (recorded 88 degrees 0 minutes) and running South 3 degrees 56 minutes East along the East line of said Lot 10 for 99.03 feet to the Southeast corner of said Lot 10, thence 91 degrees 42 minutes right (recorded 92 degrees 0 minutes) and running South 87 degrees 45 minutes West along the South line of said Lot 10 for 145.0 feet to the point of beginning.**

**Parcel F-2 - Unit 735**

**Part of SE 1/4, Section 31, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Commence at the Southwest corner of said 1/4 section, thence run East along the South line of same for 1826.71 feet, thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road, thence continue Northwesterly along the same course for 846.69 feet, thence 91 degrees 16 minutes 39 seconds right and run Northeasterly for 152.01 feet, thence 90 degrees left and run Northwesterly for 349.62 feet, thence 90 degree left and run Southwesterly for 160.00 feet, thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet, thence North 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road, thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way, thence 45 degrees 00 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way, thence 90 degrees left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive, thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet, thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 23.50 feet to the point of beginning, thence continue Southeasterly along said right of way line of 163.81 feet to a point on the approximate floodway line of Bishop Creek, thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 178.84 feet, thence 56 degrees 56 minutes 47 seconds right and run Northwestwardly for 95.24 feet, thence 100 degrees 30 minutes 00 seconds right and run Northeasterly for 205.16 feet to the point of beginning.**



**ALSO all that tract or parcel lying and being in Shelby County, in the City of Pelham Alabama and being more particularly described as follows: Beginning at the Northeasterly property corner at the right of way of Oak Mountain Park Circle of the Thriftlodge Motel site, thence run South 56 degrees 57 minutes 3 seconds West a distance of 22.0 feet to a point, the true point of beginning, thence run South 33 degrees 2 minutes 57 seconds East a distance of 75.60 feet to a point, thence run South 53 degrees 45 minutes 49 seconds East a distance of 76.66 feet to a point, thence run South 78 degrees 31 minutes 1 seconds East a distance of 60.70 feet to a point, thence run South 6 degrees 53 minutes 4 seconds East a distance of 22.07 feet to a point, thence run North 78 degrees 31 minutes 1 second West a distance of 68.67 feet to a point, thence run North 53 degrees 45 minutes 49 seconds West a distance of 90.41 feet to a point, thence run North 33 degrees 2 minutes 57 seconds West a distance of 79.62 feet to a point, thence run North 56 degrees 57 minutes 3 seconds East a distance of 22.0 feet to a point, the terminus point of this description.**

**LESS AND EXCEPT that portion of caption lands conveyed to Forte Hotels International, Inc. by deed recorded in Real Record 283 page 519 more particularly described as follows: Part of SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama more particularly described as follows: Commence at the Southwest corner of said 1/4 section, thence run East along the South line of same for 1826.71 feet, thence 122 degrees 59 minutes 53 seconds left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road, thence continue Northwesterly along the same course for 846.69 feet, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly for 152.01 feet, thence 90 degrees 0 minutes left and run Northwesterly for 349.02 feet, thence 90 degree 0 minutes left and run Southwesterly for 160.00 feet, thence 88 degrees 41 minutes 21 seconds right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119, thence 91 degrees 18 minutes 39 seconds right and run Northeasterly along said right of way line for 253.07 feet, thence 14 degrees 02 minutes 10 seconds right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road, thence 30 degrees 57 minutes 50 seconds right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way, thence 45 degrees 0 minutes right and run Southeasterly along said right of way line for 390.67 feet to an angle point in said right of way, thence 90 degrees 0 minutes left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of I-65 service drive, thence 86 degrees 19 minutes 31 seconds right and run Southeasterly along said right of way line for 142.98 feet, thence 22 degrees 07 minutes 10 seconds right and run Southeasterly along said right of way line for 187.31 feet to the point of approximate floodway line of Bishop Creek, thence 104 degrees 36 minutes 32 seconds right and run Northwesterly along said floodway line for 144.84 feet to the point of beginning, thence continue Northwesterly along the same line for 34 feet, thence 56 degrees 56 minutes 47 seconds right and run Northwesterly for 95.24 feet, thence 100 degrees 30 minutes 0 seconds right and run**



**Northeasterly for 78.50 feet, thence 105 degrees 34 minutes 45 seconds right and run Southerly for 110.75 feet to the point of beginning.**

**That real property situated in the County of Madison, State of Alabama, described as follows, to-wit:**

**Parcel G - Unit 581**

**Lot 2, Bill G. King Subdivision, according to plat thereof recorded in Plat Book 15 page 79 of the records in the office of the Judge of Probate, Madison County, Alabama which is also described as follows:**

**All that part of the Southeast 1/4 of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian Madison County, Alabama more particularly described as beginning at an iron stake on the Southerly right of way for Alabama Highway 20, said point of true beginning is further described as being West 40.00 feet, South 05 degrees 53 minutes West 222.36 feet, South 63 degrees 18 minutes West 657.98 feet and South 26 degrees 42 minutes East 175.00 feet from the center of the East boundary of Section 20, Township Madison South, Range 2 West, thence from the point of true beginning North 63 degrees 18 minutes East along the Southerly margin of Alabama Highway 20, 80.00 feet to a point, thence South 26 degrees 42 minutes East 150.00 feet to a point, thence South 63 degrees 18 minutes West 80.00 feet to an iron stake, thence North 26 degrees 42 minutes West 150.00 feet to the true point of beginning.**

**ALSO a perpetual, non-exclusive easement for ingress, egress and parking on the East 40 feet of Lot 1, according to the plat of Bill G. King Subdivision, Madison, Alabama as recorded in the office of the Judge of Probate, Madison County, Alabama in Plat Book 15 page 79 by a deed recorded in Deed Book 666 page 1156, Bill G. King as grantor granted to Treetop Enterprises Inc. as grantee, the right to construct and maintain at grantee's expense a 25 foot wide driveway connecting grantor's and grantee's parking lots, in a location mutually acceptable to both parties.**

**That real property situated in the County of Montgomery, State of Alabama, described as follows, to-wit:**

**Parcel H1 - Unit 563**

**To reach the point of beginning from the Intersection of the East side of Ann Street and the North side of Third Street in the City of Montgomery; Alabama run North 2 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 266.8 feet to the point of beginning; thence from the**



point of beginning run South 87 degrees 43 minutes West along the North side of Zelda Road 103.73 feet to the beginning of a Curve to the right having a central angle of 65 degrees 22 minutes 20 seconds and a radius of 146.0 feet; thence Northwesterly along said Curve to a point on the South property line of the Gulf Oil Company station one chord being North 59 degrees 35 minutes 49 seconds West 157.20 feet; thence North 5 degrees 59 minutes East 1.75 feet; thence North 87 degrees 36 minutes East along said property 200.0 feet, thence North 87 degrees 43 minutes East 37.45 feet to the property of the Econo Lodge; thence South 1 degree 27 minutes 47 seconds East along said property 87.3 feet to the point of beginning, the said land being Lot B according to the Plat No 4 of Southwest Part of Lot 41, Primrose Heights, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 28, Page 113, and additional property East and South thereof, and being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East, Montgomery City and County, Alabama.

Said Parcel also being described as Lot BB, according to the Replat of Plat No. 4 of Southwest part of Lot 41, Primrose Heights and the Southwest corner of Lot A of Matador Plat No. 1, and additional property Southwest thereof in Southwest Quarter of Section 16, Township 16 North, Range 18 East, as said Replat appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, In Plat Book 33, at Page 127.

**TOGETHER with a non-exclusive easement for ingress, egress and parking across the following described property;**

Commence at the Intersection of the Southwest corner of Lot A, according to the Plat of Matador Plat No, I, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 139, and Zelda Road; thence North 02 degrees 17 minutes West 87.3 feet; thence North 03 degrees 59 minutes East 200.00 feet; thence continue North 05 degrees 59 minutes East to the Northern boundary of said Lot A; thence run Easterly along the Northern boundary of said Lot A a distance of 70 feet; thence turn and run South to Zelda Road; thence run West along the North right-of-way of Zelda Road to the point of beginning.

**Less and except therefrom the following described property:**

To reach the point of beginning from the Intersection at the East side of Ann Street and the North side of Third Street in the City of Montgomery, Alabama run North 02 degrees 15 minutes West along the East side of Ann Street 250.0 feet; thence North 87 degrees 43 minutes East 230.6 feet to the point of beginning, thence from the point of beginning run North 02 degrees 17 minutes West 87.3 feet, thence North 87 degrees 43 minutes East 37.45 feet; thence South 01 degree 27 minutes 47 seconds East 87.3 feet to the North side of Zelda Road; thence South 87 degrees 43 minutes West along Zelda Road 36.2 feet to the point of beginning, the said land being in part of Lot 41, according to the Plat of Primrose Heights as recorded In the Probate Office of Montgomery County, Alabama, in Plat Book 4, at page 58 and being in the



**Southwest Quarter of Section 16, Township 16 North, Range 18 East Montgomery City and County, Alabama.**

**TOGETHER with an easement for sign across the following described property,**

**Beginning at the Southeast corner of Lot A, according to the Replat of the Northwest corner of Lot 41 of Primrose Heights as recorded in the Probate Office of Montgomery County, Alabama in Plat Book 24, at Page 114 and running thence North 05 degrees 59 minutes East along Said Lot A, 200.0 feet; thence North 87 degrees 43 minutes East 15.16 feet; thence South 05 degrees 59 minutes West 200.0 feet; thence South 87 degrees 43 minutes West 15.16 feet to the point of beginning, the said land being in the Southwest Quarter of Section 16, Township 16 North, Range 18 East Montgomery County, Alabama.**

**Parcel H2 - Unit 576**

**Lot A-2, Map of the Replat of Fifth Quarter Plat No. 1, according to plat thereof recorded in Plat Book 33 page 141 of the records in the office of the Judge of Probate, Montgomery County, Alabama.**

**Parcel H3 - Unit 1197**

**Commence at the Southwest Quarter of Section 26, T17N, R18E, Montgomery County, Alabama thence N 01 degrees 50 minutes 17 seconds West 495.29 feet to a point, thence South 88 degrees 10 minutes 20 seconds East 2419.51 feet to an iron pin located on the West right of way of Congressman William L. Dickinson Drive formerly U.S. Highway No. 231 / Federal Drive, thence along said West right of way North 35 degrees 44 minute 55 seconds East 353.76 feet to an iron pin, thence continue along said West right of way North 37 degrees 16 minutes 40 seconds East 303.38 feet to an iron pin and point of beginning for the herein described parcel of land, thence leaving said West right of way North 54 degrees 15 minutes 05 seconds West 135.00 feet to an iron pin, thence North 66 degrees 49 minutes 08 seconds West 119.62 feet to an iron pin, thence North 23 degrees 10 minutes 52 seconds East 98.18 feet to an iron pin located on the South right of way of Northern Blvd. thence along said South right of way the following 2 courses (1) South 66 degrees 49 minutes 08 seconds East 142.29 feet (2) South 45 degrees 35 minutes 05 seconds East 137.95 feet to a concrete monument located on the West right of way of said Congressman William L. Dickinson Drive, thence along said West right of way South 37 degrees 16 minutes 40 seconds West 80.00 feet, to the point of beginning, lying in and being a part of the South 1/2 of Section 26, T17N, R18E, Montgomery County, Alabama**

**Above described parcel is and is intended to be Lot "D" Northchase Plat No. 1 as recorded in Plat Book 41 page 182 in the office of the Judge of Probate, Montgomery County, Alabama.**



**That real property situated in the County of Tuscaloosa, State of Alabama, described as follows, to-wit:**

**Parcel I-1 - Unit 78**

**Start at the NE corner of Lot 11 of the Martha Caroline Albright Survey as recorded in Plat Book 6 page 9 in the Probate Office of Tuscaloosa County, Alabama, thence run in a Westerly direction and along the North boundary of said Lot 11 for a distance of 184.89 feet to the point of beginning, thence continue in a Westerly direction and along the North boundary of Lot 11 for a distance of 280.44 feet to a point, said point lying on the East boundary of the US 82 By-Pass, thence with a deflection angle of 97 degrees 45 minutes to the left, run in a Southerly direction and along the East boundary of Lot 11 for a distance of 70.0 feet to a point, thence with a deflection angle of 82 degrees 15 minutes to the left run in an Easterly direction for a distance of 270.64 feet to a point, thence with a deflection angle of 89 degrees 42 minutes to the left run in a Northerly direction for a distance of 69.36 feet to the point of beginning.**

**Parcel I-2 - Unit 150**

**Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 9, Township 21 South, Range 10 West in Tuscaloosa County, Alabama thence run South 5 degrees 17 minutes 30 seconds East along the East line of Southeast Quarter of Northeast Quarter for 504.63 feet to a point on the Southerly right of way line of US Highway No. 82, thence to the right with a deflection angle 113 degrees 18 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West along said Southerly right of way line for 53.47 feet to a point, thence to the left with an interior angle of 90 degrees 00 minutes 00 seconds and run South 18 degrees 00 minutes 30 seconds West for 15 feet to a point, thence to the right with an interior angle of 270 degrees 00 minutes 00 seconds and run North 71 degrees 59 minutes 30 seconds West for 27.11 feet to the point of beginning, thence continuing North 71 degrees 59 minutes 30 seconds West for 75.08 feet to the Northeast corner of the Catalina Motel Property, thence to the left with an interior angle of 87 degrees 23 minutes 00 seconds and run South 15 degrees 23 minutes 30 seconds West for 194.39 feet along the Easterly line of said Motel property to the Southeast corner of said property on the North line of 32nd Street, thence to the left with an interior angle of 79 degrees 35 minutes 02 seconds and run South 85 degrees 1 minutes 28 seconds East for 76.26 feet, thence to the left with an interior angle of 100 degrees 24 minutes 58 seconds and run North 15 degrees 23 minutes 30 seconds East for 177.17 feet to the point of beginning.**



**EXHIBIT "A-1" TO MORTGAGE, SECURITY AGREEMENT AND  
FINANCING STATEMENT TO WHITNEY NATIONAL BANK  
BY EZELL, L.L.C., E.E.E., L.L.C., J.C. EZELL, L.L.C., and  
W.C. EZELL, L.L.C. DATED MAY 3, 2006.**

**SUBJECT TO:**

**THE FOLLOWING APPLY TO PARCEL A - UNIT 159 - Butler  
County, Alabama.**

- a. **Covenants in deed to Columbia Foods, Inc. dated September 11, 1972 and recorded in Deed Book 182 page 21.**

**THE FOLLOWING APPLY TO PARCEL B - UNIT 990 - Colbert  
County, Alabama**

- a. **Power of Attorney dated December 7, 1993 and recorded in Instrument 9184/815.**
- b. **Agreement dated April 20, 1994 in Instrument 9409/458 by and between H.A. (Bam) Webster, Richard J. Webster and W. Michael Webster d/b/a RBM Co. and Treetop Realty Corp.**
- c. **Recording tax order dated November 27, 1996 and filed in Instrument 9701/437.**

**THE FOLLOWING APPLY TO PARCEL C - UNIT 1004 - Cullman  
County, Alabama.**

- a. **Encroachment of Lot 6 of Tract 5 of the Resubdivision of the Warnke Sub. onto the right of way of Commerce Avenue a public street. This encroachment will not impair the remaining use of this property.**

**THE FOLLOWING APPLY TO PARCEL D - UNIT 456 - Cullman  
County, Alabama.**

- a. **Conditions relating to termination of sewer easement and restrictive covenants contained in Deed Book 370 page 645 and 646.**
- b. **Right of way to the State of Alabama in Deed Book 204 page 517.**



**THE FOLLOWING APPLY TO PARCEL E1 - UNIT 756 - Jefferson County, Alabama.**

- a. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 3415 page 277.
- b. Title to that portion of the property within the bounds of Valley Road as shown on survey by Douglas Engineering dated March 30, 1990.
- c. Taco Bell easement and sign as shown on survey by Douglas Engineering dated March 30, 1990.
- d. Right of way granted Alabama Power Company as recorded in Volume 5081 page 247, Volume 3086 page 348, Volume 3151 page 27, Volume 6006 page 265, and Real Volume 261 page 921 as shown on survey by Douglas Engineering dated March 30, 1990.

**THE FOLLOWING APPLY TO PARCEL E2 - UNIT 664 - Jefferson County, Alabama.**

- a. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 898 page 506.
- b. Easement and right of way granted Jefferson County recorded in Volume 6609 page 871 and corrected in Volume 6698 page 651.
- c. Right of way granted Alabama Power Company recorded in Volume 1851 page 291, Volume 3148 page 391 and Volume 3334 page 553.
- d. Right of way granted South Central Bell Telephone Co. recorded in Real Volume 2696 page 665.
- e. Reciprocal easement by and between Treetop Enterprises Inc. and Spotless Cleaners Inc. dated March 24, 1988 and recorded in Real Volume 3354 page 793.

**THE FOLLOWING APPLY TO PARCEL F1 - UNIT 346 - Shelby County, Alabama.**

- a. Transmission line permits to Alabama Power Company as recorded in Deed Book 130 page 140, Deed Book 134 page 34, Deed Book 168 page 142 and Deed Book 180 page 32.



- b. **Right of way easement to the Town of Alabaster recorded in Deed Book 234 page 823.**

**THE FOLLOWING APPLY TO PARCEL F2 - UNIT 735 - Shelby County, Alabama.**

- a. **Transmission line permits to Alabama Power Company as recorded in Deed Book 145 page 378.**
- b. **Dumpster easement agreement recorded in Real Record 283 page 523.**
- c. **Easement agreement recorded in Real Record 283 page 527.**
- d. **Restrictive covenants contained in instrument (s) recorded in Real Record 271 page 450 and all amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**
- e. **Sign easement recorded in Real Record 283 page 525.**
- f. **Sanitary sewer line easement as reserved in Real Record 271 page 450.**
- g. **Limitations of access and abutters right as conveyed to State of Alabama in Deed Book 302 page 371 and Deed Book 302 page 13.**
- h. **Rights of other parties in and to the use of the easement described in Schedule "A".**

**THE FOLLOWING APPLY TO PARCEL G - UNIT 581 - Madison County, Alabama.**

- a. **55 foot minimum building setback line on Highway 20 and a 10 foot utility and drainage easement around the periphery of the lot as shown on record plat in Book 15 page 75.**
- b. **Articles of Incorporation of Treetop Inc. filed in Book 136 page 13.**
- c. **Articles of amendment to the Articles of Incorporation of Treetop Inc. filed April 27, 1994 in Book 136 page 734.**



**THE FOLLOWING APPLY TO PARCEL H1 - UNIT 563 -  
Montgomery County, Alabama.**

- a. **Easements are subject to mortgage from Montgomery Motel Assoc. to Heritage Savings and Loan Assoc. dated April 17, 1985 and recorded in Real Property Book 718 page 564 and assignment to leases, rents and profits dated April 17, 1985 and recorded in Real Property Book 718 page 587.**
- b. **Lease for billboard filed June 25, 1985 and recorded in Real Property Book 730 page 813.**
- c. **Restrictive covenants contained in instrument (s) recorded in Real Property Book 726 page 305 and Real Property Book 726 page 314 and Real Property Book 726 page 311 and all amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**

**THE FOLLOWING APPLY TO PARCEL H2 - UNIT 576 -  
Montgomery County, Alabama.**

- a. **Easements are subject to mortgage from Montgomery Motel Assoc. to Heritage Savings and Loan Assoc. dated April 17, 1985 and recorded in Real Property Book 718 page 564 and assignment to leases, rents and profits dated April 17, 1985 and recorded in Real Property Book 718 page 587.**
- b. **Restrictive covenants contained in instrument (s) recorded in Real Property Book 142 page 143 and Real Property Book 740 page 349 and all amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**
- c. **Easement over Northerly 10 feet of subject property as reserved in deed recorded in Real Property Book 650 page 120, and Plat Book 33 page 142.**
- d. **Matters set forth in the recorded plat of subdivision in Plat Book 32 page 81 and Plat Book 33 page 142.**



**THE FOLLOWING APPLY TO PARCEL H3 - UNIT 1197 -  
Montgomery County, Alabama.**

- a. **Right of way to Alabama Power Company as recorded in Deed Book 205 page 607, Deed Book 205 page 608, Deed Book 205 page 611, Deed Book 206 page 105, Deed Book 206 page 106, Deed Book 380 page 576, Deed Book 383 page 136 and modified in REAL PROPERTY Book 1554 page 699.**
- b. **Right of way to Montgomery County as recorded in Deed Book 383 page 458.**
- c. **Right of way to Montgomery Water Power Co. as recorded in Deed Book 45 page 492.**
- d. **Right of way to State of Alabama in Deed Book 46 page 632.**
- e. **Release of abutters rights as recorded in Deed Book 39 page 637.**
- f. **Easement to South Central Bell in Real Property Book 825 page 623.**
- g. **Restrictive covenants contained in instrument (s) recorded in Plat Book 41 page 182 and Real Property Book 1471 page 431 and all amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**
- h. **Sign lease recorded in Real Property Book 965 page 918.**
- i. **Covenants, conditions and restrictions relating to Northchase Regional Waterwaste Pumping Station as recorded in Real Property Book 1604 page 896.**
- j. **Roadway easement agreement as recorded in REAL PROPERTY Book 1609 page 966.**
- k. **Mutual driveway easement agreement as recorded in REAL PROPERTY Book 1609 page 970.**
- l. **Storm water drainage easement agreement as recorded in REAL PROPERTY Book 1609 page 974.**
- m. **Restrictive covenants contained in instrument (s) recorded in REAL PROPERTY Book 1679 page 787 and all amendments thereto, but**



**deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**

- n. Right of way granted to Alabama Power Company by instrument(s) recorded in REAL PROPERTY Book 1875 page 339.**

**THE FOLLOWING APPLY TO PARCEL I1 - UNIT 78 - Tuscaloosa County, Alabama.**

- a. Right of way granted to Alabama Power Company by instrument(s) recorded in Deed Book 415 page 461, Deed Book 492 page 99, Deed Book 522 page 193.**

**THE FOLLOWING APPLY TO PARCEL I2 - UNIT 150 - Tuscaloosa County, Alabama.**

- b. Restrictive covenants contained in instrument (s) recorded in Deed Book 623 page 240 and all amendments thereto, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions, or restrictions violate 42 USC 3604 (c).**
- c. Right of way granted to Alabama Power Company by instrument(s) recorded in Deed Book 191 page 199, Deed Book 206 page 433, Deed Book 378 page 157, Deed Book 383 page 5.**
- d. Right of way to Tuscaloosa County for public recorded in Deed Book 377 page 84.**