


For recording purposes, this document is being executed and recorded in counterparts as to each separate county relating thereto.

Alabama

*This instrument was prepared by:*

Damon P. Denney, Esq.  
BURR & FORMAN LLP  
420 North 20th Street  
Suite 3400  
Birmingham, Alabama 35203  
Telephone: (205) 251-3000

*Upon recording, return to above.*

  
20100108000007660 1/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT

**FIRST AMENDMENT**  
**TO MORTGAGE AND OTHER RECORDED DOCUMENTS**

**THIS FIRST AMENDMENT TO MORTGAGE AND OTHER RECORDED DOCUMENTS** (this "Amendment"), is dated and effective as of the 1st day of January, 2010, by and among the following parties: **JENKINS BRICK & TILE COMPANY, LLC**, an Alabama limited liability company (formerly known as *Jenkins Quality Installation, L.L.C.*, an Alabama limited liability company, and successor by merger to *Jenkins Brick Company*, an Alabama corporation, and successor by merger to *SMBC, Inc.*, an Alabama corporation; hereinafter, "Jenkins Brick & Tile"), **JORDAN BRICK COMPANY, INC.**, an Alabama corporation ("Jordan Brick"), **JENKINS DEVELOPMENT COMPANY, L.L.C.**, an Alabama limited liability company ("Jenkins Development"), **C & M DEVELOPMENT, L.L.C.**, an Alabama limited liability company ("C&M"), **MADISON BOULEVARD, LLC**, an Alabama limited liability company ("Madison Boulevard"), **JENKINS TILE INSTALLATION, L.L.C.**, an Alabama limited liability company ("Jenkins Tile Installation"), each of whose address is 201 North 6<sup>th</sup> Street, Montgomery, Alabama 36104, Attention: Mr. Tommy Andreades, and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent (the "Agent") for Lenders, whose address is P.O. Box 2554, Birmingham, Alabama 35290, Mail Code: AL0028.

**RECITALS:**

A. (i) Jenkins Brick Company, an Alabama corporation ("Jenkins Brick"), SMBC, Inc., an Alabama corporation ("SMBC"), Jordan Brick, Jenkins Development, C&M and Madison Boulevard are hereinafter referred to collectively as the "Original Borrowers" and each singularly as an "Original Borrower"; (ii) Jenkins Quality Installation, L.L.C., an Alabama limited liability company ("Jenkins Quality Installation"; now known as Jenkins Brick & Tile Company, LLC) and Jenkins Tile Installation are hereinafter referred to collectively as the "Additional Borrowers" and each singularly as a "Additional Borrower"; (iii) Jenkins Brick & Tile, Jordan Brick, Jenkins Development, C&M, Madison Boulevard and Jenkins Tile Installation are hereinafter referred to collectively as the "Borrowers" and each singularly as a "Borrower"; and (iv) all other capitalized terms used herein but not defined shall have the meanings as set forth in the Credit Agreement, as amended (as hereinafter defined).



B. Pursuant to that certain Credit Agreement dated as of November 1, 2005, among Original Borrowers, Agent, and the other Lender Parties a party thereto (as previously amended and as hereafter amended from time to time, the "Credit Agreement"), Lenders made available, subject to the terms and conditions thereof, the Loans and Letters of Credit. The Obligations under the Credit Agreement are secured in part by those certain Mortgages and Security Agreements dated November 1, 2005, and more particularly described on Schedule 1 attached hereto (the "Mortgages").

C. Pursuant to that certain First Amendment to Credit Agreement and Other Loan Documents dated as of December 15, 2006, among Original Borrowers, Additional Borrowers, Agent and the other Lender Parties a party thereto (the "First Amendment"), the Credit Agreement was amended in order to, among other things add Additional Borrowers as "Borrowers" under the Credit Agreement and other Loan Documents. As set forth in the First Amendment, each of the Additional Borrowers jointly and severally irrevocably and unconditionally accepted, as a co-debtor, joint and several liability with the Original Borrowers with respect to the payment and performance of all of the Obligations. As security for the Obligations, Additional Borrowers granted a first priority security interest in the Collateral, as defined in the Credit Agreement and Loan Documents.

D. Original Borrowers and Additional Borrowers have requested that Lenders consent to (i) the change of name by Jenkins Quality Installation to "**JENKINS BRICK & TILE COMPANY, LLC**, an Alabama limited liability company" (the "Name Change"); (ii) the merger of SMBC and Jenkins Brick into Jenkins Brick & Tile (the "Merger"); and (iii) the acquisition by Jenkins Brick & Tile of all real and personal property presently owned by Jordan Brick and the acquisition by Jenkins Tile Installation of the assets and liabilities of Jenkins Quality Installation (prior to the Name Change), subject to the existing security interest, mortgage lien and other Liens of Lender Parties (collectively, the "Acquisition").

E. Pursuant to that certain Consent and Second Amendment to Forbearance and Modification Agreement and other Loan Documents of even date herewith among Borrowers, Agent and the other Lender Parties a party thereto, Lender Parties have agreed to consent to the Name Change, Merger and Acquisition provided that Borrowers enter into this Amendment to acknowledge and reaffirm that Jenkins Brick & Tile and all other Borrowers are, and will remain, jointly and severally liable for the payment and performance of all of the Obligations and that upon consummation of the Name Change, Merger and Acquisition, the Collateral, including but not limited to the Mortgaged Property, owned by any Original Borrower, Additional Borrower or Jenkins Brick & Tile prior to the Name Change, Merger and Acquisition is, and shall continue to serve as, Collateral for the Obligations in accordance with the terms and provisions of the Credit Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The Recitals stated herein are accurate and true in all respects.

2. Any references in the Mortgages and other Loan Documents to SMBC, Jenkins Brick, or Jenkins Quality Installation shall hereafter be deemed to refer to Jenkins Brick & Tile.

3. Any references in the Mortgages and other Loan Documents to "Borrowers" shall hereafter be deemed to refer to Jenkins Brick & Tile, Jordan Brick, Jenkins Development, C&M, Madison Boulevard and Jenkins Tile Installation.

4. Simultaneously with the recording of this Amendment, Borrowers are recording a corrective plat for a portion of the Mortgaged Property located in Montgomery County to accurately reflect the Mortgaged Property securing the Obligations. Accordingly, Exhibit A to the Mortgages is hereby deleted in its entirety and the revised legal description set forth in Exhibit A to this Amendment shall be inserted in lieu thereof.

5. Jenkins Brick & Tile (formerly known as Jenkins Quality Installation and successor by merger to Jenkins Brick and SMBC), and the other Borrowers acknowledge and reaffirm that all Mortgaged Property and other Collateral owned by any Original Borrower, Additional Borrower or Jenkins Brick & Tile prior to the Name Change, Merger and Acquisition which was previously pledged to the Agent is and shall continue to be Collateral under the Credit Agreement after the consummation of the Name Change, Merger and Acquisition and shall continue to serve as security for the Obligations in accordance with and subject to the terms and conditions of the Credit Agreement.

6. As herein modified, the Mortgages shall remain in full force and effect, and are hereby ratified and affirmed in all respects. The undersigned Borrowers confirm that they have no defenses or offsets with respect to their obligations under the Mortgages, as modified hereby. Agent shall attach a copy of this instrument to the Mortgages and any references to said instruments contained in any other instrument or document shall hereafter be deemed to refer to the Mortgages as amended hereby.

(The remainder of this page intentionally left blank)





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

**BORROWERS:**

JENKINS BRICK & TILE COMPANY, LLC, an  
Alabama limited liability company

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

STATE OF ALABAMA                     )  
COUNTY OF MONTGOMERY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of JENKINS BRICK & TILE COMPANY, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 22nd day of December, 2009.

[NOTARY SEAL]

Angela Hammond  
Notary Public  
My Commission Expires: December 21, 2013

JORDAN BRICK COMPANY, INC., an  
Alabama corporation

By: Tommy G. Andreades  
Tommy G. Andreades, Its Executive Vice  
President and Chief Financial Officer

STATE OF ALABAMA                    )  
COUNTY OF MONTGOMERY        )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Executive Vice President and Chief Financial Officer of **JORDAN BRICK COMPANY, INC.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Executive Vice President and Chief Financial Officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of December, 2009.

[NOTARY SEAL]

Amyl A. Hammond  
Notary Public  
My Commission Expires: December 21, 2013

JENKINS DEVELOPMENT COMPANY,  
L.L.C., an Alabama limited liability company

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

STATE OF ALABAMA                     )  
COUNTY OF MONTGOMERY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of Jenkins Development Company, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2nd day of December, 2009.

[NOTARY SEAL]

Angela Hammel  
Notary Public  
My Commission Expires: December 31, 2013

C & M DEVELOPMENT, L.L.C., an Alabama  
limited liability company

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

STATE OF ALABAMA                     )  
COUNTY OF MONTGOMERY         )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of C & M Development, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 2nd day of December, 2009.

[NOTARY SEAL]

Angela A. Hammel  
Notary Public  
My Commission Expires: December 21, 2013



MADISON BOULEVARD, LLC, an Alabama  
limited liability company

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

STATE OF ALABAMA                     )  
COUNTY OF MONTGOMERY         )

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

Given under my hand and official seal, this the 22nd day of December, 2009.

[NOTARY SEAL]

Angela Hammock  
Notary Public  
My Commission Expires: December 21, 2013



JENKINS TILE INSTALLATION, L.L.C., an  
Alabama limited liability company

By: JENKINS BRICK & TILE COMPANY,  
LLC, its sole member

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

STATE OF ALABAMA )  
COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tommy G. Andreades, whose name as Manager of Jenkins Brick & Tile Company, LLC, an Alabama limited liability company, as sole member of Jenkins Tile Installation, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said Jenkins Brick & Tile Company, LLC, acting in its capacity as sole member of Jenkins Tile Installation, L.L.C. as aforesaid.

Given under my hand and official seal, this the 22nd day of December, 2009.

[NOTARY SEAL]

Angela Hammock  
Notary Public  
My Commission Expires: December 21, 2013

AGENT:

WACHOVIA BANK, NATIONAL  
ASSOCIATION

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

STATE OF ALABAMA )  
COUNTY OF MONTGOMERY )

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its \_\_\_\_\_

*Harry E. Ellis*  
*Senior Vice President*

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harry E. Ellis, whose name as Senior Vice President of Wachovia Bank, National Association, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal, this the 23rd day of December, 2009.

[NOTARY SEAL]

*Mary Lou Lopresti*  
Notary Public  
My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Mary Lou Lopresti, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires Jan. 29, 2012  
Member, Pennsylvania Association of Notaries

SCHEDULE 1  
MORTGAGES



## SCHEDULE A

### ALABAMA

1. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 30, 2005 in Book 2005, Page 89016 in the Office of the Judge of Probate, Elmore County, Alabama;
2. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 23, 2005 as Document Number M-2005-5084 in the Office of the Judge of Probate, Etowah County, Alabama;
3. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 23, 2005 in Book 1777, Page 29 in the Office of the Judge of Probate, Houston County, Alabama;
4. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 23, 2005 as Instrument Number 20051123000796210 in the Office of the Judge of Probate, Madison County, Alabama;
5. Mortgage and Security Agreement dated November 1, 2005 and recorded on December 1, 2005 in Book 03214, Page 0773 in the Office of the Judge of Probate, Montgomery County, Alabama;
6. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 23, 2005 as Instrument Number 20051123000611620 in the Office of the Judge of Probate, Shelby County, Alabama;
7. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 21, 2005 in Book 2005, Page 68287 in the Office of the Judge of Probate, St. Clair County, Alabama;
8. Mortgage and Security Agreement dated November 1, 2005 and recorded on November 29, 2005 in Book 3259, Page 178 in the Office of the Judge of Probate, Marshall County, Alabama

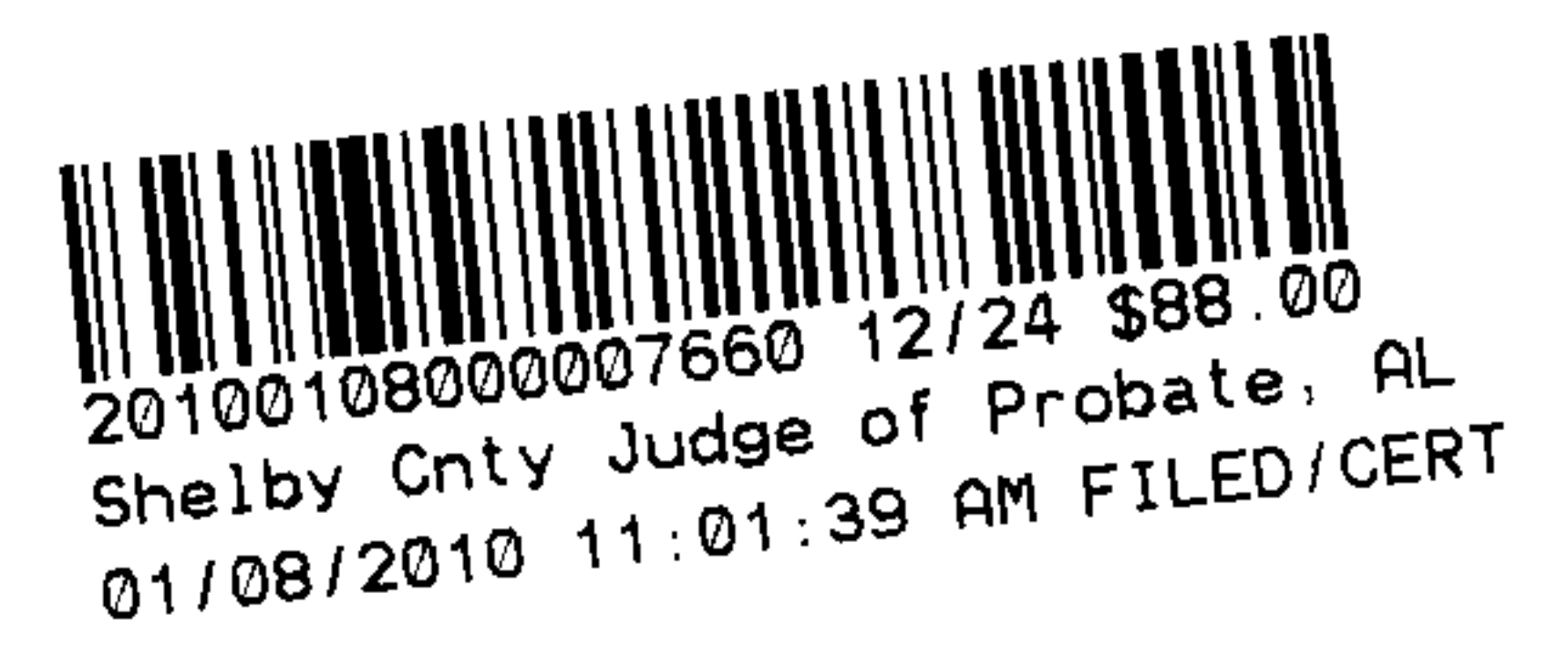


EXHIBIT A  
REVISED LEGAL DESCRIPTION

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

Commence at the southeast corner of Section 35, T-18-N, R-17-E, Elmore County, Alabama; thence run North, 657.80 feet; thence West 598.50 feet to an iron pin; said point being the point of beginning; thence West 1,387.04 feet to an iron pin; thence run N 33°50'47" W, 312.62 feet to a concrete monument lying on the east right-of-way of the L & N Railroad; thence along said right-of-way N 18°11'13" E, 198.76 feet to an iron pin; thence leaving the aforementioned right-of-way run S 71°49'17" E, 195.99 feet to a concrete monument; thence run N 08°03'36" E, 255.36 feet to a concrete monument; thence N 71°32'49" W, 149.95 feet to a concrete monument lying along the east right-of-way of the L & N Railroad; thence along said east right-of-way N 18°26'35" E, 932.46 feet to an iron pin; thence leaving said right-of-way run N 89°24'26" E, 532.98 feet to a concrete monument lying on the west margin of the right-of-way of Coosada Road (80 feet wide - SACP 402-B); thence run by the following three calls along said west right-of-way margin: (1) southeasterly along the arc of a 1472.69-foot radius curve, concave easterly, to the point of tangency, the chord of this 199.52-foot segment bears S 20°00'05" E; (2) S 24°12'18" E along the tangent, 385.76 feet to the point of curvature; and (3) southeasterly along the arc of a 1313.57-foot radius curve, concave westerly, to intersect the old road west margin, the chord of this 10.47-foot segment bears S 28°34'53" E; THENCE run by the following three calls along the west margin of the old road; (1) S 24°15'15" E, 161.26 feet to an iron pin; (2) S 33°45'33" E, 125.65 feet to an iron pin; and (3) S 55°26'30" E, 161.93 feet to an iron pin; AND THENCE run S 0°02'07" W, 519.0 to the point of beginning.

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

20100108000007660 14/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT



EXHIBIT A (cont)  
DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS

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

PARCEL I:


Lot A and B, according to the Survey of Jenkins Brick Plat No. 2, as recorded in Map Book 51, page 159, and corrected in Map Book 53, page 43 in the Probate Office of Montgomery County, Alabama.

PARCEL II:

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

PARCEL III:

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


  
20100108000007660 15/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT

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

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

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

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

  
20100108000007660 16/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT

Undeveloped Property - Montgomery County, AL

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


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

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



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

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

  
20100108000007660 18/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT

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

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


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

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

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

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

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

  
20100108000007660 20/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT



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

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

**LESS AND EXCEPT the following:**

**All that part of Section 21, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama; more particularly described as commencing at the center of the North boundary of the Southeast 1/4 of Section 16, Township 4 South, Range 2 West; thence from the Point of Commencement South 00°29'38" West 3525.27 feet; thence South 63°13'11" West 645.33 feet; thence South 26°46'49" East 175.90 feet to the Southerly right of way of Madison Boulevard; thence South 54°08'02" West 202.86 feet to a 6" x 6" concrete monument found; thence South 26°45'28" East 300.00 feet to a #5 rebar found; thence North 63°12'36" East 200.00 feet to a #5 rebar found; thence South 26°46'56" East 219.08 feet to a #4 rebar set and the Point of Beginning; thence from the Point of Beginning South 26°46'56" East 50.14 feet to a #6 rebar found on the Northern right of way of I-565, thence along said I-565 South 58°55'33" West 58.17 feet to a #4 rebar set; thence leaving said I-565 North 26°46'56" West 50.14 feet to a #4 rebar set; thence North 58°55'33" East 58.17 feet to the Point of Beginning.**


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

**TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENTS:**

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

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

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


  
20100108000007660 21/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT

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

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

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

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

  
20100108000007660 22/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT



Jordan Brick Facility - St. Clair County, AL

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

**PARCEL I:**

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

**PARCEL II:**

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

**PARCEL III:**


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



**PARCEL III CONTINUED:**

marking the SW corner of said forty; thence along the west line of said forty N 00°19'18" E 1313.85 feet to the point of beginning. According to the Survey of Larry W. Walker, LS #21183, dated January 27, 2006.

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

  
20100108000007660 24/24 \$88.00  
Shelby Cnty Judge of Probate, AL  
01/08/2010 11:01:39 AM FILED/CERT