



20100203000033780 1/22 \$76.00  
Shelby Cnty Judge of Probate, AL  
02/03/2010 12:21:21 PM FILED/CERT

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

Parker Hudson Rainer & Dobbs LLP  
1500 Marquis Two Tower  
285 Peachtree Center Ave., N.E.  
Atlanta, Georgia 30303  
Attention: Kathleen O. Currey, Esq.

### **MORTGAGEE WAIVER**

This MORTGAGEE WAIVER (this "Agreement") is made this 23rd day of December, 2009, by **SUNTRUST BANK**, a Georgia banking corporation (solely in its capacity as the lender under the Term Loan Documents, "Mortgagee"), in favor of **REGIONS BANK**, an Alabama banking corporation, solely in its capacity as collateral and administrative agent under the Facility Loan Documents (together with its successors in such capacity, "Agent") for various financial institutions under the Facility Loan Documents (collectively, "Lenders").

### **Recitals:**

**MAYER PROPERTIES II, LLP**, an Alabama limited liability partnership ("Obligor"), has obtained a certain term loan from Mortgagee evidenced by a certain Real Estate Note dated December 23, 2009 in the original principal amount of \$5,036,250 (as at any time amended, restated, supplemented or otherwise modified, or as replaced from time to time, the "Note"), made by Obligor in favor of Mortgagee, which is, or will be, unconditionally guaranteed by **MAYER ELECTRIC SUPPLY COMPANY, INC.**, a Delaware corporation ("Guarantor") pursuant to that certain Unconditional Guaranty of Payment and Performance dated as of even date herewith by Guarantor in favor of Mortgagee (as at any time amended, restated, supplemented or otherwise modified, or as replaced from time to time, the "Guaranty").

To secure its obligations to Mortgagee under the Note, Obligor executed (i) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Panama City, Florida (Bay County); (ii) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Pensacola, Florida (Escambia County); (iii) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Dothan, Alabama (Houston County); (iv) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Montgomery, Alabama (Montgomery County); (v) that certain Deed to Secure Debt, Assignment and Security Agreement dated on or about the date hereof for certain property



located in located in Columbus, Georgia (Muscogee County); (vi) hat certain Deed to Secure Debt, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Thomasville, Georgia (Thomas County); (vii) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Tuscaloosa, Alabama (Tuscaloosa County); (viii) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Pelham, Alabama (Shelby County); and (ix) that certain Mortgage, Assignment and Security Agreement dated on or about the date hereof for certain property located in located in Sylacauga, Alabama (Talladega County) (each, as at any time amended, restated, supplemented or otherwise modified, and collectively with each other agreement or instrument pursuant to which Obligor or any of its subsidiaries or affiliates grants any security interest or lien to secure any Note, the "Security Documents"), by which Obligor granted to Mortgagee a security interest in, among other things, those certain premises described on Exhibit A attached hereto and by reference made a part hereof (collectively, the "Premises"). The Note, Guaranty, Security Documents and other agreements and instruments evidencing or securing the Term Loan are referred to herein collectively as the "Term Loan Documents".

Guarantor has requested that Agent and Lenders continue to extend to Guarantor and certain of its subsidiaries and affiliates (collectively, but specifically excluding Obligor, "Borrowers") certain financial accommodations pursuant to that certain Loan and Security Agreement dated October 31, 2005 among Borrowers, Lenders and Agent (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") (together with all other "Loan Documents" as defined in the Loan Agreement, as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Facility Loan Documents"), and in connection therewith Lender has accepted or relied upon a security interest in, among other things, the following described books and records of Borrowers and personal property of Borrowers, whether now existing or hereafter created or acquired by Borrowers and wherever located (collectively, the "Collateral"): all of Borrowers' (i) inventory (including, without limitation, raw materials, work in process and finished goods) and (ii) equipment (including, without limitation, all tools, parts, trade fixtures, office equipment and supplies, motor vehicles, and all replacements and substitutions thereof and all additions and accessions thereto) but excluding Building Fixtures (as hereinafter defined). As used herein, the term "Building Fixtures" shall mean and include all heating, plumbing, water-heating, lighting, refrigerating and air-conditioning fixtures, boilers, radiators, escalators, washers, mirrors, elevators, appliances, carpeting, sprinkler systems, cabinets, fire or smoke prevention or detection systems, wall coverings, awnings, signs affixed to the building and other fixtures that are an integral part of the building on the Premises and are not used by Borrower in the manufacture, processing or production of inventory.

Some or all of the Collateral is now or may hereafter be located at or about the Premises.

Agent has required, as a condition to extending any financial accommodations to Borrowers, the execution and delivery of this Agreement by Mortgagee.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid by Lenders to Mortgagee and the mutual covenants and agreements hereinafter set forth, and in order to induce Lenders to continue to extend financial accommodations to or for the benefit of Borrowers in the manner provided in the Facility Loan Documents, Mortgagee covenants and agrees with Lender as follows:

1. **Consent and Subordination.** Mortgagee consents to Lender's lien and security interest in the Collateral under the Facility Loan Documents and hereby agrees that Lender's lien and security interest in the Collateral under the Facility Loan Documents and all proceeds thereof, whether now in existence or hereafter arising, shall be prior and superior to any and all liens and security interests which Mortgagee now has or in the future may have under the Term Loan Documents with respect to any of the





Collateral or proceeds thereof, however and whenever arising, and Mortgagee hereby subordinates in favor of Agent and Lenders any such liens and security interests in the Collateral which Mortgagee may have or in the future may have under the Term Loan Documents. The foregoing shall not be construed as a consent by Agent and the Lenders to any such subordinate lien by Mortgagee.

2. **Collateral to Remain as Personal Property.** Mortgagee and Agent agree that all of the Collateral presently located on the Premises or which may hereafter be located thereon shall be and remain personal property and shall not be deemed fixtures or part of the portion of the Premises constituting realty or an appurtenance thereto.

3. **Agent's Right of Access and Removal.**

(a) Until a Termination Event, Agent shall have the right to enter upon the Premises at any time or times to inspect the Collateral (upon reasonable prior notice following any foreclosure or deed in lieu of foreclosure under the Term Loan Documents). Until a Termination Event, Agent is authorized at any time to enter upon the Premises and to remove the Collateral therefrom (upon reasonable prior notice following any foreclosure or deed in lieu of foreclosure under the Term Loan Documents), whether or not such removal requires a physical detachment of the Collateral from the Premises or causes injury thereto; provided, however, that by its acceptance hereof Agent agrees to promptly repair, or promptly pay the reasonable costs to repair, any such injury to the Premises. Until a Termination Event, Agent may use the Premises to sell any of the Collateral therefrom or to store the Collateral thereon.

(b) Subject to the terms above, Mortgagee will permit the Collateral to remain on each Premises and will permit Agent to have access to such Premises for a period of ninety (90) days (the "Period of Use") following receipt by Agent of written notice from Mortgagee that Mortgagee has either (a) commenced exercising foreclosure remedies (or has agreed to accept a deed in lieu thereof) on the Security Document related to such Premises (b) or has acquired the Premises pursuant to such foreclosure or deed in lieu of foreclosure, and directing removal of the Collateral from such Premises (provided, however, that in no event shall the foregoing be construed as requiring that any such notice be provided to Agent as a condition to a foreclosure or transfer in lieu of foreclosure) (the earlier of the removal of the Collateral by Agent or the expiration of such notice period, as the same may be extended pursuant to the immediately following sentence, being a "Termination Event"). Agent's right to use and occupy such Premises under this Section 3 shall be extended for the time period that Agent is prohibited from foreclosing its security interest in the Collateral and Mortgagee is prohibited from removing the Collateral from such Premises, by virtue of any injunction or restraining order or by the imposition of the automatic stay arising from the commencement of bankruptcy by or against Obligor or any Borrower, provided that if the Period of Use would have lapsed during such tolling period if no agreement to toll had been included in this Agreement, then, following termination of such tolling period, the remaining Period of Use shall be limited to the lesser of the remaining number of days in the Period of Use or thirty (30) days. The Guarantor hereby consents to the aforesaid entry rights provided to Agent herein and expressly agree that Mortgagee shall not be liable for any unauthorized or allegedly illegal entry in or about the Premises by Agent or the Lenders or their authorized representatives.

4. **Power to Execute Agreement.**

a) Mortgagee hereby certifies, represents, and warrants to Agent and Lenders that Mortgagee has full power and authority to execute this Agreement, that the persons executing this Agreement have been duly authorized to do so by Mortgagee, and that as of the date hereof it is the sole owner and holder of the Security Documents.

(a) Agent hereby certifies, represents, and warrants to Mortgagee that Agent has full power and authority to execute this Agreement, that the persons executing this Agreement have been duly authorized to do so by Agent, and that as of the date hereof it is the administrative agent under the Facility Loan Documents.

5. **No Third Party Beneficiaries.** No person or entity (including, without limitation, Obligor or Borrowers) is intended to be a third-party beneficiary of, and no one other than Agent, Lenders and Mortgagee and their respective permitted successors and assigns shall have any rights under this Agreement.

6. **Miscellaneous.** This Agreement shall continue in effect for so long as (i) Agent or any Lender has a security interest in the Collateral under the Facility Loan Documents, or (ii) Obligor is indebted to Mortgagee under the Term Loan Documents, shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, legal representatives, successors, and assigns of Mortgagee, Agent and the Lenders and their respective successors and assigns. Upon the expiration or termination of this Agreement, Agent and Mortgagee agree to promptly execute and record any such agreement reasonably requested in writing by the other party to evidence any such termination of record (which agreement shall not be required to be executed by Obligor or Guarantor). Mortgagee hereby waives notice of Agent's acceptance of and reliance on this Agreement. This Agreement shall be governed by the laws of the State of Alabama, expresses the entire understanding of the parties with respect to the subject matter hereof and may not be amended except by written agreement of Mortgagee and Agent.

*[Remainder of page intentionally left blank; signatures begin on following page.]*



MORTGAGEE:

SUNTRUST BANK

By: [Signature]  
Name: D. Scott Cathcart  
Title: FVP

STATE OF ALABAMA )

JEFFERSON COUNTY )

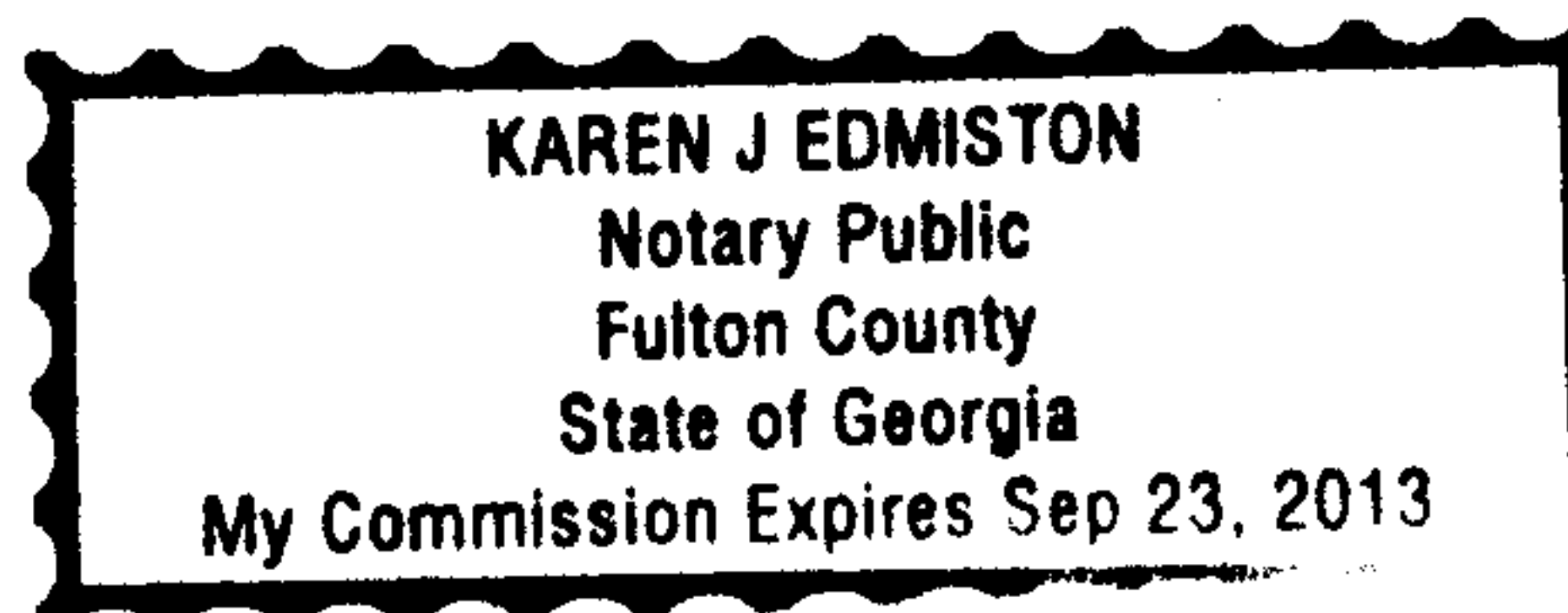
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Scott Cathcart, whose name as FVP of SunTrust Bank, a Georgia Banking Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Banking Corporation.

Given under my hand and official seal this the 24<sup>th</sup> day of December, 2009.

Karen J Edmiston  
Notary Public

AFFIX SEAL

My commission expires: 09/23/2013

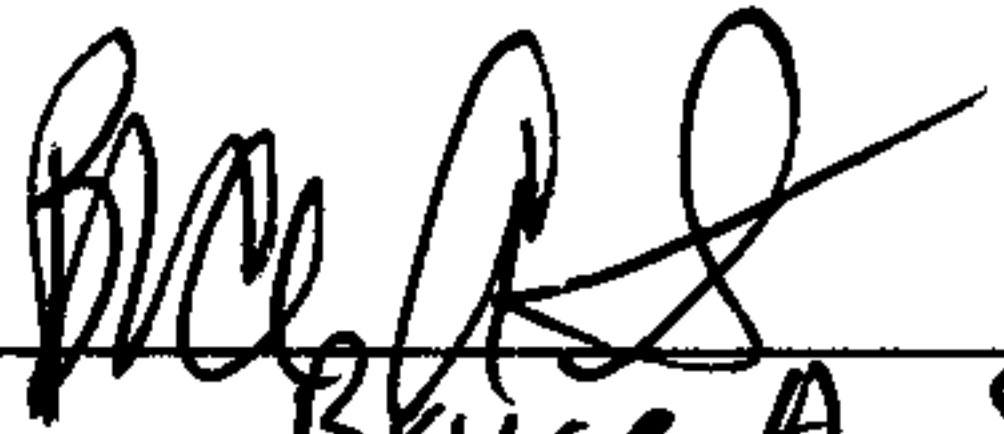


Mortgagee Waiver

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Shelby Cnty Judge of Probate, AL  
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AGENT:

REGIONS BANK

By:   
Name: Bruce A. Stuffs  
Title: Commercial Banking Officer

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruce A. Stuffs, whose name as Commercial Banking Officer of Regions Bank, a state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this the 24 day of December, 2009.

  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

MY COMMISSION EXPIRES JUNE 26, 2013

Mortgagee Waiver



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Consented to and agreed:


OBLIGOR:

**MAYER PROPERTIES II, LLP**, an Alabama  
limited liability partnership

By: MP ExecFam LLC, an Alabama  
limited liability company

By:   
Name: David L. Morgan  
Title: Manager

By: Six-C, L.L.C., an Alabama limited  
liability company

By:   
Name: Nancy C. Goedecke  
Title: Manager

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that David L. Morgan, whose name as Manager of MP EXECFAM LLC, an Alabama limited liability company, as partner of MAYER PROPERTIES II, LLP, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he as such officer, 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 23 day of December, 2009.

  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Feb 6, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Mortgagee Waiver



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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Nancy C. Goedecke, whose name as Manager of SIX-C, L.L.C., an Alabama limited liability company, as partner of MAYER PROPERTIES II, LLP, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he as such officer, 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 23 day of December, 2009.

Jack D. Atkinson  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Feb 5, 2010  
NOTED BY NOTARY PUBLIC UNDERWRITERS



GUARANTOR:

**MAYER ELECTRIC SUPPLY COMPANY,  
INC., a Delaware corporation**

By: Nancy C. Goedecke  
Name: Nancy C. Goedecke  
Title: Chairman

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nancy C. Goedecke, whose name as Chairman of Mayer Electric Supply Company, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Jack D. Atkinson  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA ATTACHE  
COMMISSION EXPIRES: JAN 1 2010  
JACK D. ATKINSON, NOTARY PUBLIC AND CLERK



**EXHIBIT A**

Legal Description of the Premises

*(See attached.)*



Pelham, Alabama

**Lots 5 and 6 Block 1, Part of Lot-1 Block 3 and part of vacated Sonya Lane according to the Eckmann Subdivision as recorded in Map Book 3, Page 144 in the Probate Office Shelby County, Alabama being more particularly described as follows:**

**Begin at the most Southerly corner of Lot 5 Block 1 of the Eckmann Subdivision; thence run in a Northwesterly direction along the Southwesterly line of Block One of said Eckmann Subdivision and its extension Northwesterly for a distance of 434.72 feet; thence turn an angle to the right of 89 degrees 59 minutes 5 seconds and run in a Northeasterly direction for a distance 202.21 feet to a point on the Southwesterly right of way line of U.S. Highway No. 31 South; thence turn an angle to the right of 90 degrees 0 minutes 57 seconds and run in a Southeasterly direction along the Southwesterly right of way line of U.S. Highway No. 31 South for a distance of 419.46 feet to the Southeast corner of Lot 5 Block 1 Eckmann Subdivision; thence turn an angle to the right of 85 degrees 40 minutes 1 seconds and run in a Southwesterly direction along the Southeasterly line of said Lot 5 for a distance of 202.78 feet to the point of beginning.**

**Situated in Shelby County, Alabama.**

Tuscaloosa, Alabama

**A parcel of land in the Northwest Quarter of the Northeast Quarter of Section 35, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, being more particularly described as follows:**

**Commence at the Northwest corner of the Northwest Quarter of the Northeast Quarter; thence run in a Southerly direction and along the West boundary of the said Quarter-Quarter, for a distance of 344.76 feet to a point; thence with a deflection angle of 94 degrees 34 minutes to the left, run in an Easterly direction for a distance of 65.21 feet to a point on the East right of way margin of Tenth (10<sup>th</sup>) Avenue, and the North margin of a Twenty-Five (25) foot drainage easement, said point of being the POINT OF BEGINNING of the herein described parcel of land; thence continue Eastwardly and along the North margin of said drainage easement, for a distance of 307.64 feet to a point; thence with an interior angle of 94 degrees 29 minutes 32 seconds, run in a Northerly direction and parallel to the East right of way margin of Tenth Avenue, for a distance of 255.19 feet to a point on the South right of way margin of Twenty-Ninth Street said point being 40 feet South of and at right angles to the North boundary line of Section 35; thence with an interior angle of 93 degrees 08 minutes 00 seconds, run in a Westerly direction and along said South right of way margin, and parallel to the North boundary of said Section 35, for a distance of 306.57 feet to the point of intersection with the East right of way margin of Tenth Avenue; thence with an interior angle of 86 degrees 58 minutes 46 seconds, run in a Southerly direction and along said East right of way margin, a distance of 296.04 feet to the POINT OF BEGINNING, forming an interior closure angle of 85 degrees 23 minutes 41 seconds.**

**Situated in Tuscaloosa County, Alabama.**



Sylacauga, Alabama


**From the Northwest corner of the Northwest Quarter – Southwest Quarter of Section 25, Township 21 South, Range 3 East, run thence East along the North boundary of said Northwest  $\frac{1}{4}$  - Southwest  $\frac{1}{4}$  a distance of 196.20'; thence right 31 degrees 09 minutes 47 seconds a distance of 552.25' to the point of beginning of herein described parcel of land; thence continue along said course a distance of 199.80' to a point on the Westerly boundary of Gene E. Stewart Blvd.; thence turn 99 degrees 16 minutes 47 seconds left a distance of 150.04' along said road boundary; thence left 80 degrees 31 minutes 29 seconds left a distance of 200.21'; thence left 99 degrees 35 minutes 13 seconds a distance of 150.78' to the point of beginning of herein described parcel of land.**

Situated in Talladega, Alabama.

Montgomery, Alabama

**Lot 2, according to the Re-Plat of Lot 1, Montgomery East Plat 5A, as same map appears of record in the Office of Judge of Probate of Montgomery County, Alabama, in Plat Book 36, at Page 193.**

Mortgagee Waiver

  
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Dothan, Alabama

EXHIBIT "A"

DESCRIPTION OF THE LAND

PARCEL NO. 1:

One vacant lot in Dothan, Alabama, commencing at a point on the inside edge of the sidewalk on the East side of North St. Andrews Street 150 feet South of the intersection of the East edge of the East sidewalk on Saint Andrews Street and the South edge of the South sidewalk on the Newton Street and running East parallel with Newton Street, 194 feet and six inches; thence South 41 feet and 6 inches; thence West 193 feet and 8 inches to a point on the inside edge of the sidewalk 60 feet South of the beginning; thence North along the East side of the sidewalk 60 feet to the starting point; and being the same property conveyed by H. L. Hillman and wife to C. E. Fuller on October 1, 1925, and recorded in Deed Book 45, Page 260, in the Office of the Judge of Probate of Houston County, Alabama.

ALSO:

PARCEL NO. 2:

One lot of land in the City of Dothan, Alabama, described as follows:

Commencing at a point on the South side of East Newton Street 105 feet West of the West side of North Appletree Street and running South 139.0 feet to a point, which is the starting point of the lot herein conveyed; and running South 51.0 feet; thence West 60 feet; thence North 51.0 feet and thence East 60 feet to the starting point, and being bounded on the East by Adams Estate; on the South by City of Dothan lot; on the West by Tillis Thomley and on the North by property of Pearl Sims. Said lot being the South 51 feet of lot deeded by Ed J. Parks and wife, Hattie Parks, to J. C. Sims of date December 18<sup>th</sup>, 1928 and recorded in Deed Book 55 at Page 404 in the Probate Office of Houston County, Alabama.

ALSO:

PARCEL NO. 3:

One vacant lot in the city of Dothan, Houston County, Alabama, described as follows:

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Commencing at a point on the West edge of the sidewalk on the West side of Appletree Street, which point is 135 feet South of the Southwest corner of the crossing of Appletree and Newton Streets at the point of intersection of the West edge of the sidewalk on the West side of Appletree Street and the South edge of the sidewalk on the South side of Newton Street, and running West parallel with the South edge of the South sidewalk on Newton Street 100 feet more or less; thence South parallel with the West edge of the sidewalk on the West side of Appletree Street 55 feet; thence East parallel with the South edge of the sidewalk on the South side of Newton Street to the West edge of the sidewalk on the West edge on the West side of Appletree Street; thence North along the West edge of the sidewalk on the West side of Appletree Street a distance of 55 feet to the point of beginning, said lot being a part of the lot described in the deed from Clara N. Gay and husband, A. N. Gay, to J. Luke Adams, which deed is recorded in Deed Book 46 at Page 3 in the Office of the Judge of Probate of Houston County, Alabama.

**PARCEL NO. 4:**

One lot in the City of Dothan, Alabama, as follows:

Commencing at a point on the inside of the sidewalk on the Southside of East Newton Street, 134 feet East of the Southeast corner of the intersection of North St. Andrews Street with Newton Street at the inside of the sidewalk and running East 67 feet; thence South 140 feet; thence West 61 ½ feet; thence North 140 feet to the starting point, together 10 feet easement on South side of said lot.

**PARCEL NO. 5:**

One vacant alley in Dothan, Alabama, described as commencing at a point on the inside edge of the sidewalk on the East side of North St. Andrews Street 140 feet South of the intersection of the East edge of the East sidewalk on St. Andrews Street and the South edge of the South sidewalk on Newton Street and continuing along the East edge of the East sidewalk on St. Andrews Street a distance of 10 feet to other property of J. H. McMullan Company, Incorporated; thence running East parallel with Newton Street and along the North boundary line of said other property of J. H. McMullan Company, Incorporated, and to still other property of J. H. McMullan Company, Incorporated; thence running North a distance of 10.2 feet; thence running West a distance of 194.5 feet, more or less, back to the starting point.

**PARCEL NO. 6:**

Beginning at the intersection of the inside edge of the sidewalk on the North side of E. Burdeshaw Street and the East side of N. Foster Street and running thence North 08 degrees 46 minutes 40 seconds West along inside edge of sidewalk on East side of N. Foster Street a distance of 72.6 feet to the property of J. H. McMullan; thence North 83 degrees 53 minutes East along side of McMullan property a distance of 157.7 feet; thence South 04 degrees 03 minutes 49 seconds East along side of McMullan property a distance of 84.7 feet





to the inside edge of sidewalk on North side of E. Burdeshaw Street; thence South 88 degrees 39 minutes 12 seconds West along inside edge of the sidewalk on the North side of E. Burdeshaw Street a distance of 145.8 feet to the point of beginning, and being same property conveyed to Mrs. L. V. Bush from M. F. Damon and wife, Lou E. Damon, dated March 1, 1927, and recorded in Deed Book 49, Page 280, in Houston County Probate Office.

PARCEL NO. 7:

Commencing at the inside edge of the sidewalk on the East side of North Foster Street and the South side of East Newton Street at the intersection of said sidewalks and thence running East along the inside edge of the sidewalk on the South side of East Newton Street and parallel therewith 220.9 feet to the inside edge of the sidewalk on the West side of North St. Andrews Street; thence South along the inside edge of the sidewalk on the West side of North St. Andrews Street and parallel therewith 162.3 feet; thence Westerly at a right angle to North St. Andrews Street, along the North side of property formerly owned by Mrs. E. B. Williams, 218.9 feet to the inside edge of the sidewalk on the East side of North Foster Street; and thence North along the inside edge of the sidewalk on the East side of North Foster Street and parallel thereto 179.0 feet to the point of beginning.

PARCEL NO. 8:

One lot of land with two-story frame dwelling thereon in the City of Dothan, described as follows:

Commencing at the Southwest corner of lot of J. H. McMullan Company, Inc., (formerly Oscar E. Williams lot) on the East side of North Foster Street and running East along the South side of J. H. McMullan Company, Inc., (formerly Oscar E. Williams) land 223 ½ feet to the West side of St. Andrews Street; thence South 65 feet to the Doster lot (formerly Eve Reeves lot); thence West along the North line of the Doster lot and the A. G. Grant lot (now Lula V. Bush Estate lot) 224 ½ feet to the East side of North Foster Street; thence North along the East side of Foster Street 65 feet to the starting point. Said lot being the same property conveyed to Grantor in deed recorded in Deed Book 68, Page 171, in the Office of the Judge of Probate of Houston County, Alabama; and also recorded in Deed Book 78, Page 592, in said Probate Office.

PARCEL NO. 9:

One house and lot in the City of Dothan, Houston County, Alabama; described as follows:

Commencing at the Northwest corner of the M.S. Stough residence lot on the East side of North Foster Street and running North along the East side of North Foster Street 60 feet to the property of the Grant estate; thence Eastward to St. Andrews Street; thence South along St. Andrews Street 60 feet to the M.S. Stough property; and thence West along the North boundary line of the Stough property to the starting point, and being bounded on the West by Foster Street, on the North by property of the Grant estate, on the East by St.





Andrews Street and on the South by Stough property. The real estate hereinabove described and hereby conveyed was owned by R. A. Hall, Sr., the same person as R. A. Hall, at the time of his death on July 11, 1958.

**PARCEL NO. 10: (Doster Lot)**

Doster Lots have been described by Survey as follows:

One Lot or Parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows:

Beginning at the point of intersection of the inside edge of the sidewalk of the West side of North St. Andrews Street and the inside edge of the sidewalk of the North side of East Burdeshaw Street, and running thence North 8 degrees 30 minutes West along said edge of sidewalk of North St. Andrews 90.09 feet; thence South 85 degrees 30 minutes West, 68.4 feet; thence South 3 degrees 22 minutes East, 84.75 feet to the inside edge of the sidewalk of East Burdeshaw Street; thence North 89 degrees 20 minutes East, along said sidewalk of East Burdeshaw 76.55 feet to the point of beginning and being in the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 13, Township 3 North, Range 26 East.

**PARCELS 6 – 10 AS SURVEYED DESCRIPTION:**

Begin at the intersection of the inside edge of sidewalk on the North side of East Burdeshaw Street and the East side of North Foster Street; thence proceed North 08 degrees 46 minutes 40 seconds West along the inside edge of sidewalk on the East side of North Foster Street a distance of 377.21 feet to a point on the inside edge of sidewalk on the South side of East Newton Street at the Southeast intersection of North Foster Street and East Newton Street; thence proceed North 89 degrees 08 minutes 52 seconds East along the inside edge of sidewalk on the South side of East Newton Street a distance of 221.35 feet to a point on the inside edge of sidewalk on the West side of St. Andrews Street at the Southwest intersection of East Newton Street and St. Andrews Street; thence proceed South 08 degrees 53 minutes 10 seconds East along the inside edge of sidewalk on the West side of St. Andrews Street a distance of 220.38 feet to a point of intersection on the inside edge of sidewalk; thence proceed South 09 degrees 07 minutes 25 seconds East along the inside edge of the sidewalk on the West side of St. Andrews Street a distance of 155.09 feet to a point on the inside edge of sidewalk of East Burdeshaw Street at the Northwest intersection of St. Andrews Street and East Burdeshaw Street; thence proceed South 88 degrees 39 minutes 12 seconds West along the inside edge of sidewalk on the North side of East Burdeshaw Street a distance of 222.46 feet to the point of beginning.

Located in the City of Dothan, Alabama and being a portion of Section 13, Township 3 North, Range 26 East, Houston County, Alabama.

All being situated in Houston County, Alabama.

Thomasville, Georgia.

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND SITUATED IN THE CITY OF THOMASVILLE, THOMAS COUNTY, GEORGIA, AS DESCRIBED IN PROPERTY DEED RECORDED IN BOOK 436 AT PAGE 224 OF THE PUBLIC RECORDS OF THOMAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A HALF INCH IRON ROD (UNNUMBERED) AT THE BACK EDGE OF THE SIDEWALK MARKING THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SMITH AVENUE AND THE EASTERLY RIGHT OF WAY LINE OF SUSIE WAY (70' R/W); THENCE PROCEED SOUTH 89 DEGREES 03 MINUTES 22 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SMITH AVENUE A DISTANCE OF 160.09 FEET TO A POINT MARKED BY A HALF INCH IRON ROD (UNNUMBERED) AT THE BACK EDGE OF THE SIDEWALK; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 00 DEGREES 40 MINUTES 21 SECONDS WEST A DISTANCE OF 270.88 FEET TO A POINT MARKED BY A HALF INCH IRON ROD (UNNUMBERED) ON THE NORTHERLY RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE PROCEED NORTH 89 DEGREES 53 MINUTES 02 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SEABOARD COASTLINE RAILROAD A DISTANCE OF 159.99 FEET TO A POINT MARKED BY A FIVE EIGHTS INCH IRON ROD (UNNUMBERED) ON THE EASTERLY RIGHT OF WAY LINE OF SAID SUSIE WAY (70' R/W); THENCE PROCEED NORTH 00 DEGREES 39 MINUTES 00 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID SUSIE WAY A DISTANCE OF 273.19 FEET TO THE POINT OF BEGINNING.

Mortgagee Waiver



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Columbus, Georgia.

All that lot, tract or parcel of land situated, lying and being in Columbus, Muscogee County, Georgia, being known and designated as part of Land Lot 40 of the Coweta reserve of said county, lying between 14<sup>th</sup> and Virginia Streets and between 11<sup>th</sup> and 13<sup>th</sup> Avenues in Columbus Georgia and contained within the following metes and bounds, to-wit:

Commencing at an iron stake located on the North side of 14<sup>th</sup> Street, 450.48 feet westerly (as measured along the Northerly side of 14<sup>th</sup> Street) of the point where the northerly side of 14<sup>th</sup> Street intersects the Westerly side of 13<sup>th</sup> Avenue and from said BEGINNING POINT thence South 83 Degrees 14 Minutes 08 Seconds West, a distance of 61.70 feet; thence continue along the northerly side of 14<sup>th</sup> Street South 86 Degrees 43 Minutes 25 Seconds West, a distance of 119.19 feet; thence North 03 Degrees 38 Minutes 08 Seconds West, a distance of 140.64 feet; thence South 86 Degrees 43 Minutes 07 Seconds West, a distance of 6.79 feet; thence North 02 Degrees 49 Minutes 16 Seconds West, a distance of 138.12 feet to an iron pin located on the Southerly side of Virginia Street; thence North 88 Degrees 10 Minutes 46 Seconds East along the Southerly side of Virginia Street, a distance of 150.00 feet; thence South 02 Degrees 57 Minutes 31 Seconds East, a distance of 133.10 feet; thence North 83 Degrees 22 Minutes 48 Seconds East, a distance of 37.40 feet; thence South 03 Degrees 36 Minutes 00 Seconds East, a distance of 140.28 feet; to the BEGINNING POINT. and being shown on a map or plat prepared by Moon, Meeks and Associates, dated April 30, 1970, and recorded in Plat Book 47, Page 139 in the Office of the Clerk of the Superior Court of Muscogee County Georgia. Situated upon said property is dwelling numbered 1124-14<sup>th</sup> Street, according to the present system of numbering dwelling in Columbus, Muscogee County, Georgia.

The forgoing is the identical property conveyed to W.C Bradley Co. by Warranty Deed from Walter Pope Jr. dated June 26, 1970 and recorded in Deed Book 1284, page 508 in the aforesaid Clerks Office and from Walter M. Pope, Inc. dated June 26, 1970 and recorded in Deed Book 1284, page 512, in the aforesaid Clerks Office to which reference is made.



Pensacola, Florida


Commence at the Northeast Corner of Section 9, Township 2 South, Range 30 West, Escambia County, Florida; thence proceed South 16 degrees 44 minutes 30 seconds East along the West line of Section 8, Township 2 South, Range 30 West a distance of 20.00 feet to a point on the South right-of-way line of Massachusetts Avenue (40' R/W); thence proceeds North 72 degrees 32 minutes 30 seconds East along the South right-of-way of said Massachusetts Avenue, which is parallel to and 40.00 feet South of the South line of Block 10 of Brentwood Park according to plat recorded in Plat Book 1, Page 11, of the Public Records of Escambia County, Florida, a distance of 200.00 feet; thence continue North 72 degrees 32 minutes 30 seconds East along the South right-of-way line of said Massachusetts Avenue a distance of 156.56 feet; thence departing said South right-of-way line proceed South 17 degrees 20 minutes 30 seconds East a distance of 206.73 feet; thence proceed North 72 degrees 39 minutes 30 seconds East a distance of 110.26 feet to a point on the Westerly R/W line of Pace Boulevard ("O" Street, S.R. NO. 292, 80' R/W); thence proceed South 17 degrees 23 minutes 30 seconds West along said Westerly right-of-way line a distance of 176.35 feet to the Point of Beginning, said point being the point of curvature of a curve concave Easterly and having a radius of 1940.08 feet, a central angle of 07 degrees 08 minutes 17 seconds and a chord bearing and distance of South 13 degrees 46 minutes 16 seconds West, 241.54 feet; thence proceed Southerly along the arc of said curve and said Westerly right-of-way line a distance of 241.70 feet to a point on said curve; thence departing said curve and Westerly right-of-way line proceed South 72 degrees 35 minutes 57 seconds West a distance of 247.38 feet to Northwest Corner of property described in Official Records Book 5562, at Page 289, of the Public Records of said County and the West line of said Section 8; thence proceed North 16 degrees 44 minutes 30 seconds West along the West line of said Section 8 a distance of 351.28 feet to the Northwest Corner of property described in Official Records Book 4094, at Page 1015; thence proceed North 72 degrees 32 minutes 30 seconds East a distance of 200.00 feet to a point of intersection in the North line of said property described in Official Records Book 4094, at Page 1015; thence proceed South 66 degrees 42 minutes 16 seconds East a distance of 222.06 feet to the Point of Beginning. Lying and being part of Lots 5 and 6 of Brainard and McIntyre Subdivision of Section 8, Township 2 South, Range 30 West, Escambia County, Florida.

EXHIBIT "A"



Panama City, Florida

Commence at the Northwest Corner of Lot 71, of St. Andrews Bay Development Company's Plat of Section 30, Township 3 South, Range 14 West, Bay County, Florida; thence proceed South 89 degrees 56 minutes 32 seconds East along the North line of said Lot 71 a distance of 363.01 feet to a point on said North lot line; thence proceed South 00 degrees 15 minutes 01 seconds East a distance of 33.00 feet to the South right-of-way line of West 27th Avenue and the Point of Beginning; thence proceed South 89 degrees 58 minutes 46 seconds East along said South right of way line a distance of 265.68 feet to the West right of way line of Airport Road (66' R/W); thence departing the South right of way line of said West 27th street proceed South 00 degrees 20 minutes 42 seconds West along the West right of way line of said Airport Road a distance of 205.54 feet to the Northerly right of way line of State Road 390 (St. Andrews Boulevard); thence departing the West Right of way line of said Airport Road proceed South 64 degrees 36 minutes 47 seconds West along the Northerly right of way line of State Road 390 (St. Andrews Boulevard) a distance of 291.11 feet; thence departing said Northerly right of way line proceed North 00 degrees 15 minutes 01 seconds West a distance of 330.45 feet to the Point of Beginning. Lying in and being part of Lots 71 and 74 of the St. Andrews Bay Development Company's Plat of Section 30, Township 3 South, Range 14 West, Bay County, Florida.

  
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