NOTICE OF SUCCESSION AND ASSIGNMENT

Document Number

Document Name



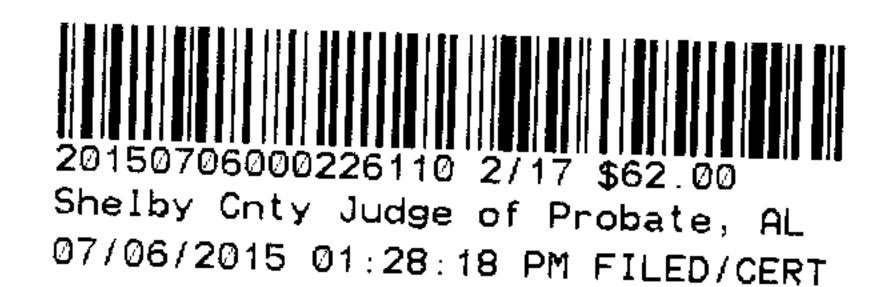
20150706000226110 1/1/ \$62.00 Shelby Cnty Judge of Probate, AL 07/06/2015 01:28:18 PM FILED/CERT

Recording Area

Name and Return Address

Kerrie K. Bernardo TMI Trust Company 1100 Abernathy Road, NE Suite 480 Atlanta, Georgia 30328

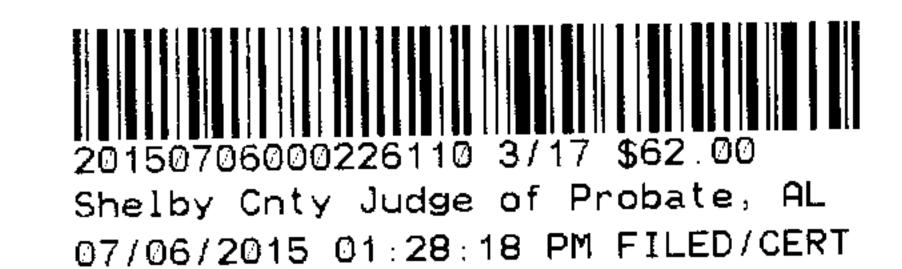
NOTICE OF SUCCESSION AND ASSIGNMENT



This Notice of Succession and Assignment ("<u>Notice of Succession</u>") is made effective as of the 31st day of May, 2014, by and among Reliance Trust Company, a Georgia bank and trust company, the successor in interest to Marshall & Ilsley Trust Company National Association, formerly known as M&I National Trust Company, and M.F. Hron (collectively, "<u>Reliance</u>"), and TMI Trust Company, a Texas trust company ("<u>TMI</u>").

RECITALS

- A. On or about February 1, 2008, Westwood Baptist Church, Alabaster, Alabama ("*Church*") issued the Church's First Mortgage Bonds, 2008 Series, dated February 1, 2008 in the original principal sum of Eleven Million Two Hundred Thousand and 00/100 Dollars (\$11,200,000) (the "*Bonds*").
- B. The Bonds are payable in accordance with the terms of that certain Trust Indenture and Mortgage dated February 1, 2008, between the Church, as Obligor, and Reliance, as Indenture Trustee, as amended by all indentures supplemental thereto ("*Trust Indenture*").
- C. On or about February 1, 2008, the Church, as mortgagor, caused the Trust Indenture which secures the Bonds to be filed for recording as a mortgage in the Office of the County Probate Court, Shelby County, Alabama, as Instrument No. 20080206000049780, on February 6, 2008 and indexed against the real property (the "*Property*") legally described on *Exhibit A*.
- D. On or about May 31, 2014, the Church, Reliance and TMI executed that certain First Supplemental Trust Indenture, a fully executed counterpart of which is attached hereto as *Exhibit B* which amends and supplements the Trust Indenture (the Trust Indenture and the First Supplemental Trust Indenture are herein referred to as the "*Security Instrument*").
- E. Reliance has transferred all of its corporate trust business and related business assets and all of its corporate trust accounts held in a fiduciary capacity, including all related bonds, security instruments, mortgages, deeds of trust, UCC Financing Statements and-the-like, to Reliance Interim Bank ("<u>Reliance Bank</u>"), a whollyowned subsidiary of Reliance Trust Company pursuant to an affiliate transfer under Georgia law ("<u>Affiliate Transfer</u>").
- F. On May 31, 2014, Reliance caused Reliance Bank to be merged with Trust Management, Inc. (the "<u>Merger</u>") by filing Articles of Merger with the Secretary of the State of Texas, with Trust Management, Inc. being the surviving merger entity and successor trustee under the Trust Indenture.

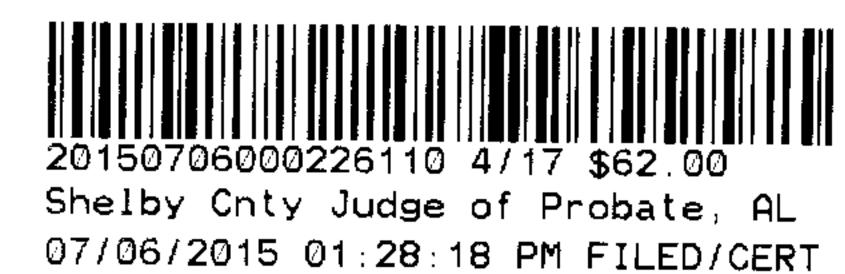


- G. Contemporaneously, Trust Management, Inc. changed its name to TMI Trust Company (referred to herein as TMI).
- H. As a result of becoming successor trustee under the Trust Indenture, TMI holds in TMI's fiduciary capacity for the benefit of the holders of the Bonds all security agreements and instruments securing the Bonds, including the Security Instrument, described herein.
- I. The parties wish to file for recording this Notice of Succession to impart public notice of (1) the Affiliate Transfer and Merger, and (2) the succession by TMI to all of Reliance's fiduciary right, title and interest in and to the Trust Indenture and the Security Instrument, and all related security agreements and instruments and (3) the assignment herein of the Security Instrument and all related security agreements and instruments to TMI under Alabama law.

<u>AGREEMENT</u>

In consideration of the Recitals set forth above, together with other good and valuable consideration resulting from the Affiliate Transfer and Merger, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Incorporation</u>. The Recitals are hereby affirmed and, as such, are confirmed as facts agreed to by the parties.
- 2. <u>Status of Bonds and Security Instrument</u>. Reliance hereby represents that immediately prior to the Affiliate Transfer and the Merger, Reliance was the owner, in its fiduciary capacity as Indenture Trustee, of the Security Instrument.
- 3. <u>Assignment of Security Instrument</u>. Except to the extent the Security Instrument has not already been vested in TMI via operation of law through the Affiliate Transfer and the Merger, Reliance assigns all of its right, title and interest in the Security Instrument without recourse to TMI, which Security Instrument shall continue to be a first priority lien against the Property and shall secure repayment of the Bonds equally and ratably subject to Permitted Encumbrances, as defined therein.
- 4. <u>Organizational Information regarding TMI Trust Company.</u> The following is information concerning Trust Management, Inc., the assignee owner of the Security Instrument:
 - A. Entity Name: TMI Trust Company
 - B. Form of Entity: Texas Trust Company
 - C. Jurisdiction: Texas



D. Mailing Address: 901 Summit Avenue Fort Worth, TX 76102

- 5. <u>Governing Law.</u> This Notice of Succession and assignment instrument shall be governed by Alabama law.
- 6. <u>Effective Date.</u> The Affiliate Transfer, described herein, was made in the manner required by Georgia law. The Merger, described herein, was made effective on May 31, 2014 in the manner required by Texas law. The effective date of this Notice of Succession, including the effective date of the assignment of Security Instrument contained herein, is May 31, 2014.
- 7. <u>Doing Business Requirement.</u> TMI, as a state chartered bank and trust company, is authorized under the laws of the State of Texas to act as Trustee with respect to the Trust Indenture and to fulfil its fiduciary obligations thereunder and has all requisite power and authority to own and hold the Security Instrument.
- 8. Recordation. The parties shall cause this Notice of Succession to be filed for recording and indexed against the Property described on attached **Exhibit A** in the county and state where the Security Instrument was originally recorded. This Notice of Successor shall operate as an assignment of the Security Instrument from Reliance to TMI.

IN WITNESS WHEREOF, the parties have executed this Notice Agreement to be effective as of the day and year first written above.

(SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES)

RELIANCE TRUST COMPANY,

Atlanta, Georgia, Corporate Trustee

20150706000226110 5/17 \$62.00 Shelby Cnty Judge of Probate, AL 07/06/2015 01:28:18 PM FILED/CERT

Kerrie K. Bernardo Senior Vice President

(Corporate Seal)

STATE OF GEORGIA)
) SS
	``

COUNTY OF FULTON

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, Fulton County,

Georgia.

My commission expires ____



TMI TRUST COMPANY, Fort Worth, Texas, Successor Trustee

By Ackert F. Cook, Chairman and CEO

STATE OF GEORGIA)

Shelby Cnty Judge of Probate, AL

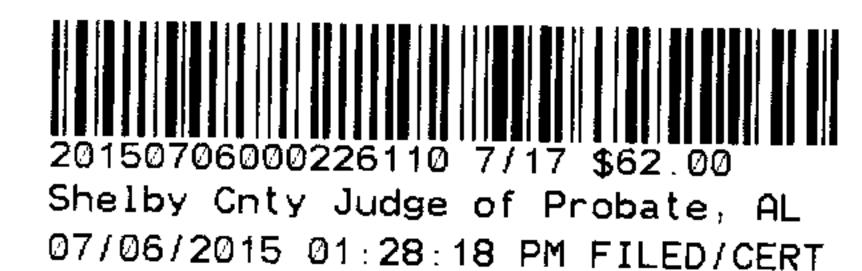
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On this the 24 day of whe, 2015, before me, he critique M Action, the undersigned, personally appeared Robert F. Cook, who severally acknowledged himself to be the Chairman and CEO of TMI TRUST COMPANY, Fort Worth, Texas, a Texas Trust Company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chairman and CEO.

IN WITNESS WHEREOF, I have hereunto set my hand and office and seal with the seal of the s

(Notarial Seal)

EXHIBIT A



Legal Description:

A parcel of land situated in the Northwest 1/4 of Section 6, Township 21 South, Range 2 West and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama; thence in an Easterly direction along the North line of said Section 6 a distance of 2464.52 feet to a point on the Westerly right of way line of a proposed road, said point lying on a curve to the right having a radius of 267.50 feet and a central angle of 84 degrees 35 minutes 12 seconds; thence 80 degrees 41 minutes 54 seconds to the right (angle measured to tangent) in a Southerly and Southwesterly direction along the arc of said curve and along said right of way line a distance of 394.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 1032.50 feet and a central angle of 25 degrees 27 minutes 28 seconds; thence in a Southwesterly direction along the arc of said curve and along said right of way line a distance of 458.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 1042.50 feet to a point; thence 90 degrees to the right in a Northwesterly direction (leaving said right of way line) a distance of 248.19 feet to a point; thence 18 degrees 00 minutes 32 seconds to the left in a Northwesterly direction a distance of 750.35 feet to a point, said point lying 70.00 feet West of the East line of Section 1, Township 21 South, Range 3 West; thence 55 degrees 17 minutes 11 seconds to the right in a Northerly direction parallel to and 70.00 feet West of the East line of Section 1 a distance of 679.59 feet to a point said point lying on the North line of said Section 1; thence 92 degrees 24 minutes 14 seconds to the right in an Easterly direction along the North line of said Section 1 a distance of 70.06 feet to the Point of Beginning.

Together with rights obtained, that constitute an interest in Real Estate, under that certain Sewer Easement Agreement by and between Shelby Land Partners, LLC and Mark Edward Osborn, as grantors and Westwood Baptist Church, as grantee, recorded in Instrument Number 20041027000594750.

Situated in Shelby County, Alabama.

EXHIBIT B



07/06/2015 01:28:18 PM FILED/CERT

FIRST SUPPLEMENTAL TRUST INDENTURE

BY AND AMONG

WESTWOOD BAPTIST CHURCH Alabaster, Alabama

as Obligor

RELIANCE TRUST COMPANY Atlanta, Georgia

as Prior Trustee

and

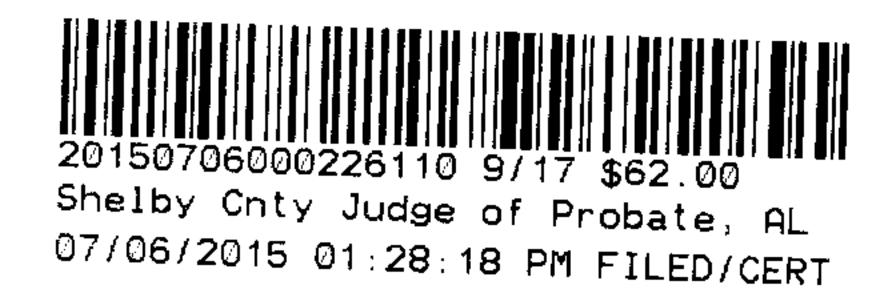
TMI TRUST COMPANY
f/k/a TRUST MANAGEMENT, INC.
Fort Worth, Texas

as Successor Trustee

Dated as of May 31, 2014

Securing \$11,200,000

First Mortgage Bonds, 2008 Series



FIRST SUPPLEMENTAL TRUST INDENTURE * * * * * *

Indenture"), to be effective as of May 31, 2014 (the "Effective Date") is made and entered into by and among WESTWOOD BAPTIST CHURCH, a non-profit corporation organized and existing under the laws of the State of Alabama, having its principal place of business in Alabaster, Alabama (hereinafter sometimes called "Obligor"), RELIANCE TRUST COMPANY, Atlanta, Georgia, a Georgia Bank and Trust Company duly organized and existing under the laws of the State of Georgia and duly authorized thereby to exercise corporate trust powers (hereinafter sometimes called the "Prior Trustee"), and TMI TRUST COMPANY, f/k/a TRUST MANAGEMENT, INC., Fort Worth, Texas, a Texas Trust Company duly organized and existing under the laws of the State of Texas and duly authorized thereby to exercise corporate trust powers (hereinafter sometimes called the "Successor Trustee").

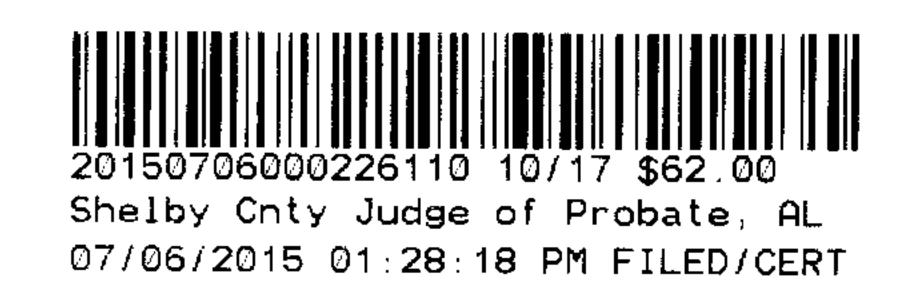
WITNESSETH:

WHEREAS for its lawful purposes, the Obligor has entered into a Trust Indenture dated February 1, 2008 (the "Original Indenture"), between the Obligor and Reliance Trust Company, Atlanta, Georgia, as Trustee (herein called the "Original Indenture"), which authorized the issuance of Eleven Million Two Hundred Thousand and 00/100 Dollars (\$11,200,000) First Mortgage Bonds, 2008 Series, dated February 1, 2008 (the "Bonds");

WHEREAS, the Bonds are secured by the Original Indenture for the benefit of Reliance Trust Company as secured party, which Original Indenture was recorded as a mortgage in the Office of the County Probate Court, Shelby County, Alabama on February 6, 2008 as Instrument No. 20080206000049780;

WHEREAS, Section 10.02(a)(5) of the Original Indenture authorizes the parties hereto to execute a supplemental indenture to make any change in the Indenture which, in the sole judgment of the Trustee, does not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;

WHEREAS, on the Effective Date, Prior Trustee transferred all rights, duties, powers, privileges, appointments, obligations, accounts and designations of Prior Trustee as Trustee under the Original Indenture to Reliance Interim Bank, a Georgia bank and trust company and a wholly owned subsidiary of Prior Trustee, as part of an affiliate transfer transaction ("Affiliate Transfer") pursuant to Georgia law which resulted in Reliance Interim Bank becoming a successor trustee under of the Original Indenture, upon which Reliance Interim Bank then merged with Trust Management, Inc. pursuant to a statutory merger under Georgia and Texas laws (the "Merger"),



with Trust Management, Inc. being the survivor of the Merger and becoming Successor Trustee under the Original Indenture;

WHEREAS, prior to the Merger, Successor Trustee was known as Trust Management, Inc., but immediately after the Effective Date of the Merger, Trust Management, Inc. changed its name to TMI Trust Company, by filing Articles of Amendment with the Texas Secretary of State;

WHEREAS, Obligor and Prior Trustee have determined that it is in the best interest of all parties, including the Registered Owners, to amend the capital and surplus provisions of the Original Indenture to permit Successor Trustee to serve as Trustee under the Indenture; and

WHEREAS the parties hereto desire to modify the Original Indenture as more specifically set forth herein.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

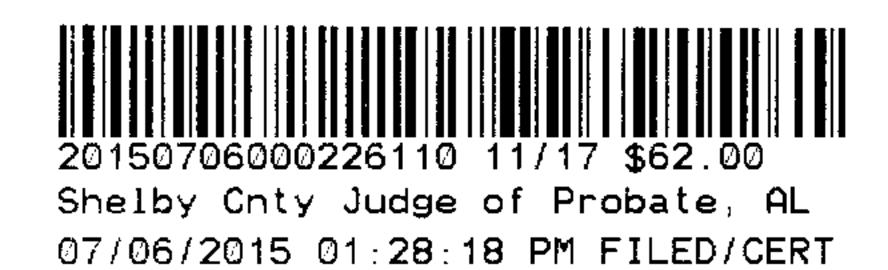
AMENDMENTS TO ORIGINAL INDENTURE

Section 1.01. The Original Indenture is incorporated by reference into this Supplemental Indenture as if fully restated herein. The Original Indenture, as amended and supplemented by this Supplemental Indenture, is herein referred to as the "Indenture" and is hereby ratified and affirmed. This Supplemental Indenture shall be effective as of midnight of the Effective Date.

Section 1.02. As of the Effective Date, Successor Trustee shall become the successor Trustee to Prior Trustee under the Indenture. Successor Trustee accepts the duties, rights and obligations to act as Trustee under the Indenture. Obligor approves and consents to Successor Trustee acting as Trustee, pursuant to the Indenture. Neither the substitution of Successor Trustee as Trustee under the Indenture or the transfer of assets, business and accounts from Prior Trustee to Successor Trustee shall relieve Prior Trustee of any of its acts and doings as fiduciary prior to the Effective Date hereof while Prior Trustee acted as Trustee under the Indenture. Prior Trustee shall not be responsible for any of the acts and doings of Successor Trustee as trustee under the Indenture subsequent to the Effective Date hereof.

Section 1.03. Prior Trustee represents to Obligor as follows:

(a) It has determined, in its sole judgment, that this Supplemental



Indenture does not adversely affect the interests of the Trustee or the Registered Owners of the Bonds; and

(b) Reliance Interim Bank at the time of the affiliate transfer and merger with Successor Trustee was an affiliated trust company of Reliance Trust Company under OCGA Section 7-1-320 et seq., all required regulatory approvals from the Georgia Department of Banking and Finance for the formation of Reliance Interim Bank and the affiliate transfer from Reliance Trust Company to Reliance Interim Bank have been received; and Articles of Merger have been filed with the Georgia Secretary of State's Office and the Texas Secretary of State's Office causing Reliance Interim Bank to be merged with Successor Trustee with Successor Trustee being the surviving entity.

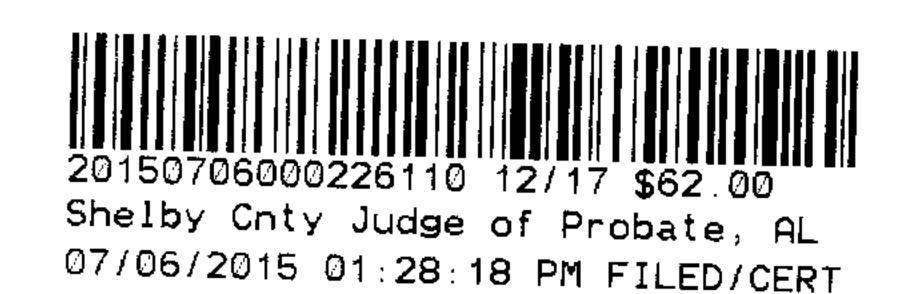
Section 1.04. Prior Trustee and Successor Trustee represent that Successor Trustee is a Texas Trust Company and its charter authorizes Successor Trustee to act as Trustee under the Indenture and to exercise its corporate trust powers in furtherance of its duties under the Indenture, that Successor Trustee will meet the conflict of interest requirements of Section 8.09 of the Indenture, and further that Successor Trustee satisfies the necessary capital and other requirements as set forth in Section 8.15 of the Indenture (as amended by this Supplemental Indenture).

Section 1.05. Section 8.15 of the Original Indenture is hereby amended by deleting said Section in its entirety and substituting the following in lieu thereof:

"Capital Requirements. There shall at all times be a trustee hereunder, which shall be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof, or of the District of Columbia, and shall be authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by Federal, State, Territorial or District of Columbia authority and have a combined capital and surplus of (i) not less than \$10,000,000 or (ii) \$3,000,000 and professional liability insurance of not less than \$10,000,000."

Section 1.06. Section 8.16 is hereby amended by deleting in its entirety said section and substituting the following in lieu thereof:

"Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation or to which substantially all of the business and assets or substantially all of the corporate trust business of Trustee may be transferred, provided such corporation shall be eligible under the provisions of Section 8.09 and 8.15 hereof, shall be the successor trustee under the Indenture without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary



notwithstanding and, in the event of any such transfer, the prior trustee hereunder shall not be liable for any acts or omissions of the successor trustee."

Section 1.07. Section 11.08(c) of the Original Indenture is deleted in its entirety and replaced with the following:

The term "Trustee" shall mean TMI Trust Company, Fort Worth, Texas, and it successors and assigns.

Section 1.08. Obligor consents to the filing by Reliance of any assignment of mortgage, assignment of deed of trust, UCC Form 3 Financing Statement Amendment, or any other security instrument necessary to vest ownership in any mortgage, deed of trust, security deed and all related security instruments in favor of TMI, as successor Trustee, hereunder.

Section 1.09. Reliance hereby resigns as Trustee, on the Effective Date. Reliance shall not be liable for any acts or omissions of any successor Trustee, but shall remain liable with respect any acts or omissions as set forth in the Indenture prior to the Effective Date.

ARTICLE II

MISCELLANEOUS

Section 2.01. All notices or other communications to the Trustee shall be made to:

TMI Trust Company

Address: 901 Summit Avenue

Fort Worth, TX 76102

Tel. No.: 817-335-2933

E-Mail: rfinley@tmico.com

Fax: 817-335-8434 Attention: Robert C. Finley

Section 2.02. The Original Indenture, as modified and supplemented herein, shall continue to be subject to and governed by the laws of the State of Alabama.

Section 2.03. Except as modified herein, the Original Indenture shall remain in full force and effect.

Section 2.04. This Supplemental Indenture may be executed in any number of counterparts, and all said counterparts, executed and delivered, each as an original, shall constitute one and same instrument.

Section 2.05. Reliance Trust Company and TMI Trust Company have notified the Depository Trust Company (herein referred to as the DTC) that TMI Trust Company, Fort Worth, Texas, is the Successor Trustee under the Indenture in order to properly maintain the Book-Entry System of DTC for outstanding Bonds.

Section 2.06. Reliance Trust Company has notified the holders of Beneficial Interests in the Bonds regarding both (a) the Affiliate Transfer and Merger and resulting resignation of Reliance Trust Company as Trustee hereunder, and (b) the acceptance by TMI Trust Company, to act as Successor Trustee, resulting from the same Affiliate Transfer and Merger in satisfaction of the notice requirements set forth herein.

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IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed and attested, effective as of May 31, 2014.

	WESTWOOD BAPTIST CHURCH, Alabaster, Alabama
Date signed: 06-09-2015	By Name And Trustee Paul Stewart, Trustee
STATE OF ALABAMA)	
COUNTY OF SHELBY)	
THIS IS TO CERTIFY that on thisme, the undersigned, a notary public in commissioned and sworn, personally a WESTWOOD BAPTIST CHURCH, Alaba executed the within and foregoing instrument to be the free and voluntary act and deed purposes therein mentioned, and on oath states aid instrument.	ppeared Paul Stewart, Trustee of aster, Alabama, the corporation that it, and acknowledged the said instrument d of said corporation for the uses and
WITNESS my hand and official seal above written.	the day and year in this certificate first
	olic in and for the State of Alabana
My commis	ssion expires March 21, 2017
	(Notarial Seal)
20150706000226110 14/17 \$62.00 Shelby Cnty Judge of Probate, AL 07/06/2015 01:28:18 PM FILED/CERT	

RELIANCE TRUST COMPANY, Atlanta, Georgia, Prior Trustee

By Muck Burnardo,
Kerrie K. Bernardo,
Senior Vice President

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this the 22 day of 3015, before me, 2015, before me, 2

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

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Shelby Cnty Judge of Probate, AL 07/06/2015 01:28:18 PM FILED/CERT

Name: Brundon M Lisinsp

Notary Public, Fulton County,

Georgia

My commission expires 13

(Notanial Seal)
MICHAE
ONOTAR
EXPIRES
GEORGIA
MLY 31, 201

TMI TRUST COMPANY, Fort Worth, Texas, Successor Trustee

Date signed:	4/2	2-1/5	<u>,</u>
	` /	1 5	

Robert F. Cook, Chairman and CEO

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Shelby Cnty Judge of Probate, AL
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STATE OF GEORGIA

) SS

COUNTY OF FULTON

On this the day of Duc, 2015, before me, the undersigned, personally appeared Robert F. Cook, who severally acknowledged himself to be the Chairman and CEO of TMI TRUST COMPANY, Fort Worth, Texas, a Texas Trust Company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chairman and CEO.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Name:_______Notary-Public, Fulton Couls Georgia

My commission expires

(Notarial Seal)

January 3, 2017

PUBLIC

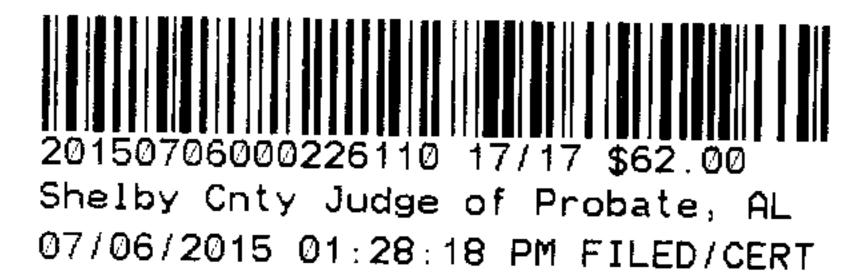


EXHIBIT A

DESCRIPTION OF REALTY

The Obligor authorizes this First Supplemental Trust Indenture, if deemed necessary by the Trustee, to be recorded with the County Probate Court, Shelby County, Alabama, and indexed against the following land and real property:

A parcel of land situated in the Northwest 1/4 of Section 6, Township 21 South, Range 2 West and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama; thence in an Easterly direction along the North line of said Section 6 a distance of 2464.52 feet to a point on the Westerly right of way line of a proposed road, said point lying on a curve to the right having a radius of 267.50 feet and a central angle of 84 degrees 35 minutes 12 seconds; thence 80 degrees 41 minutes 54 seconds to the right (angle measured to tangent) in a Southerly and Southwesterly direction along the arc of said curve and along said right of way line a distance of 394.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 1032.50 feet and a central angle of 25 degrees 27 minutes 28 seconds; thence in a Southwesterly direction along the arc of said curve and along said right of way line a distance of 458.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said right of way line a distance of 1042.50 feet to a point; thence 90 degrees to the right in a Northwesterly direction (leaving said right of way line) a distance of 248.19 feet to a point; thence 18 degrees 00 minutes 32 seconds to the left in a Northwesterly direction a distance of 750.35 feet to a point, said point lying 70.00 feet West of the East line of Section 1, Township 21 South, Range 3 West; thence 55 degrees 17 minutes 11 seconds to the right in a Northerly direction parallel to and 70.00 feet West of the East line of Section 1 a distance of 679.59 feet to a point said point lying on the North line of said Section 1; thence 92 degrees 24 minutes 14 seconds to the right in an Easterly direction along the North line of said Section 1 a distance of 70.06 feet to the Point of Beginning.

Together with rights obtained, that constitute an interest in Real Estate, under that certain Sewer Easement Agreement by and between Shelby Land Partners, LLC and Mark Edward Osborn, as grantors and Westwood Baptist Church, as grantee, recorded in Instrument Number 20041027000594750.

Situated in Shelby County, Alabama.