

20180111000012880
01/11/2018 03:07:30 PM
MORT 1/19

This Instrument Prepared By
~~And Should Be Returned To:~~

Return to: Dawn Cochran/AEG
5455 Detroit Rd, STE B
Sheffield Village, OH 44054
440-716-1820

Corey Green

161972950405998914

Mortgage of Real Estate

State of Alabama

County of SHELBY

3249608-05

THIS MORTGAGE is dated November 30th, 2017. THE
"MORTGAGOR" referred to in this Mortgage is:

LYNN JOHNSON, HUSBAND AND CONNIE JOHNSON, WIFE AND Connie Johnson, As Joint Tenants
with Rights of Survivorship

THE "MORTGAGEE" is BRANCH BANKING AND TRUST COMPANY, whose address is P.O. Box
1290, Whiteville, North Carolina 28472.

THE "AGREEMENT" is a BB&T equity/credit line agreement dated November 30th,
2017 under which Mortgagee may make certain advances of credit to:

WILLIAM L JOHNSON

A K A LYNN JOHNSON

The Agreement and any documents renewing, extending or modifying it and any items or documents
evidencing future advances are all referred to as the "Agreement" and are considered to be a part of
this Mortgage. The amount of debt secured by this Mortgage, including the outstanding amount
advanced and the Agreement and all Future Advances under the Future Advance paragraph, below,
shall at no time exceed \$ 300,000.00, plus interest, attorneys' fees, and court
costs incurred in collection of amounts due hereunder, and Expenditures by the Mortgagee under the
Expenditures Mortgagee paragraph below (the "Debt"). Interest under the Agreement will be
deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize
any interest except as may be provided in the Agreement. The maturity of the debt secured hereby is
November 30th, 2042.

All sums advanced or secured hereunder shall be due and payable no later than 30 years from the
date of this mortgage.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Agreement; (b) any Future Advances made under the Future Advance paragraph; (c) Expenditures by Mortgagee under the Expenditures Mortgagee paragraph; and (d) attorneys' fees, court costs and other amounts which may be due under the Agreement and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby grant, bargain, sell, alien and convey to Mortgagee, its successors and assigns, the following described property:

See Exhibit A

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now are hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto) and proceeds thereof;

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors and assigns of Mortgagee forever MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED, HOWEVER, that these presents are upon the condition that (i) if the Mortgagor shall fully pay or cause to be fully paid to the Mortgagee the principal and interest payable with respect of the Debt and the Agreement, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall pay all charges incurred herein by Mortgagee on account of Mortgagor, including but not limited to, attorney's fees, and shall pay any and all other indebtedness, and shall keep, perform and observe all and singular the covenants, conditions, and agreements in this Mortgage, in the Agreement expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay, and (ii) the Mortgagee shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Agreement, any other document (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred. Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. That Mortgagor will continuously maintain fire, flood and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property, now or hereafter constructed on the Property, and will pay promptly when due any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, the Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under applicable law.

If the Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set forth in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate written notice to Mortgagee, who may make proof of loss if such is not made promptly by the Mortgagor. Each insurer is hereby authorized and directed to make payment for such loss directly and solely to the Mortgagee, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the Property damaged, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount of validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Agreement. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagor shall pay to the Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

- (a) Failure of Mortgagor or Borrower to meet the repayment terms of the loan agreement or failure to pay any sum secured by this Mortgage when due;
- (b) Sale, transfer or conveyance of all or any part of the Property or of any interest therein without the prior express written consent of the Mortgagee;
- (c) Actual or threatened damage, destruction, waste, or injury to the property which impairs the property or Mortgagee's interest or rights in the Property;
- (d) Upon the occurrence of any event permitting termination under the terms of the BB&T Home Equity Line Agreement.

8. Remedies. Upon the occurrence of a Default as hereinabove defined, Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable (accelerate). The remedies provided to Mortgagee in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised. In the event of foreclosure of this Mortgage by judicial proceedings, Mortgagee shall be entitled to collect in such proceeding all expenses of such foreclosure, including, but not limited to, a reasonable attorney's fee, not to exceed 15% of the outstanding balance due, which shall be additional sums secured by this Mortgage.

If a Default shall have occurred, Mortgagee may sell the Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and term of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to the said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money. Mortgagee or any person conducting the sales for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Mortgagee may bid at said sale and purchase the Property, or any part thereof, if the highest bid thereof. At the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The provisions of this paragraph shall apply with respect to the Mortgagee's enforcement of rights or interests in personal property which constitutes Property hereunder.

9. Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant to this paragraph shall be applied as follows:

- (a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Collateral and preparing the Property for sale, and (ii) making the sale, including a reasonable attorney's fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;
- (b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, as applicable, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note, such repayment to be applied in the manner determined by Mortgagee;
- (c) Third, to the payment of the Debt secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Document, as applicable, whether or not all of such Debt is then due;
- (d) Fourth, the balance, if any, shall be paid as provided by law.

10. Mortgagee's Option on Foreclosure. At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose this Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Property, and the failure to make such tenants parties defendants to any such foreclosure proceedings and to foreclose their rights will not be, nor asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Property.

11. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, costs for repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Mortgage. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor, or anyone having an interest in the Property by reason of anything done or left undone by Mortgagor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Mortgagee, at its sole option, may advance funds to meet the costs. Any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Agreement. The entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy or Mortgagee hereunder.

12. Waiver by Mortgagee. Mortgagee may, in the sole discretion of Mortgagee, from time to time waive or forbear from enforcing any provision of this Mortgage, and no such waiver or forbearance shall be deemed a waiver by Mortgagee of any right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Mortgage and to exercise any and all remedies provided herein and by law.

13. Future Advance. Mortgagee, at its option, may make Future Advances to Mortgagor. Such Future Advances, with interest at the rate payable from time to time on the outstanding principal under the Agreement, shall be secured by this Mortgage when advanced under the terms of the Agreement or of this Mortgage. Mortgagee may make such Future Advances (a) pursuant to the terms of the Agreement; (b) at the request of Mortgagor, whether or not there is any obligation to make Future Advances; (c) pursuant to an advance of funds under the Expenditures by Mortgagee paragraph above; or (d) to pay, with or without the consent or request of Mortgagor, any amounts which may be due under any other mortgage or lien affecting the Property.

14. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom directed at the last address of such party known to the party sending the same. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

15. Waiver of Homestead. Borrower hereby waives all rights of Homestead Exemption on the property.

16. Miscellaneous.

- (a) The agreements herein shall bind and inure to the benefit of the Mortgagor, Mortgagee and their respective heirs, successors and assigns.
- (b) Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, legal representative, successors and assigns of such parties shall be included and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor by or on behalf of the Mortgagee shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.
- (c) The headings of the sections, paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.
- (d) If any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.
- (e) This Mortgage shall be governed by, construed and enforced in accordance with the laws of Alabama.
- (f) Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon giving Mortgagor prior notice.
- (g) All covenants of Mortgagor shall be joint and several.
- (h) If this is not a first mortgage, any prior mortgage(s) and the maximum amount there of is (are) shown below.

- (i) **Waiver of Exemption.** Mortgagor waives all rights of exemption pertaining to real or personal property as to any Debt secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Property be set off against any part of the Debt secured hereby. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.
- (j) This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

☒ If checked, I certify that the Property is my homestead.

☐ If checked, I certify that the Property is not my homestead.

This Mortgage of Real Estate executed as of the date first written above.

William Johnson (SEAL)
LYNN JOHNSON
Connie Johnson (SEAL)
CONNIE JOHNSON
Connie Johnson (SEAL)
Connie Johnson
____ (SEAL)

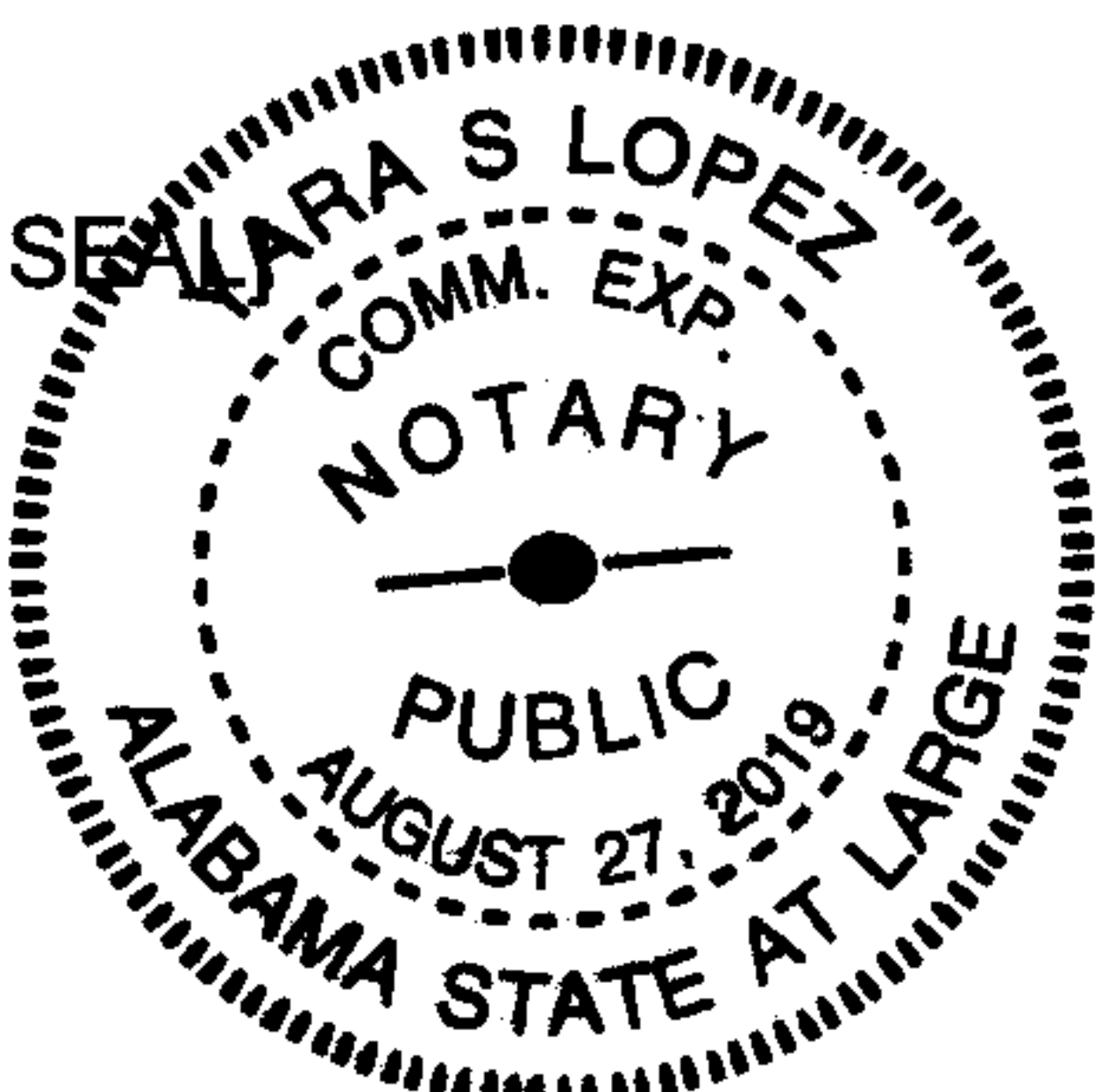
STATE OF ALABAMA _____

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Lynn Johnson, Connie Johnson, Connie Johnson, whose name 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 the instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of November, 2017.

[NOTARIAL SEAL]



1372AL (1510)

Alara S. Lopez
Notary Public
My commission expires 08/27/2019

EXHIBIT A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN CHELSEA CITY, SHELBY COUNTY, ALABAMA:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID FORTY; THENCE SOUTH 89 DEGREES 57 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID FORTY A DISTANCE OF 890.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 180.79 FEET; THENCE SOUTH 81 DEGREES 33 MINUTES 29 SECONDS WEST FOR 127.67 FEET TO THE NORTHERLY RIGHT-OF-WAY OF TANGLED WAY AND A POINT ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18 DEGREES 45 MINUTES 11 SECONDS AND A RADIUS OF 175.00 FEET, SAID CURVE SUBTENDED BY A CHORD BEARING OF NORTH 72 DEGREES 30 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 57.02 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY A DISTANCE OF 57.28 FEET; THENCE NORTH 03 DEGREES 59 MINUTES 22 SECONDS WEST AND LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 1.74 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT ALL OF THE ABOVE DESCRIBED PROPERTY THAT LIES BELOW THE 397 FOOT CONTOUR. THE ABOVE-DESCRIBED PROPERTY CONTAINS .03 ACRE, MORE OR LESS.

SUCH PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

- A. AD VALOREM TAXES DUE AND PAYABLE OCTOBER 1, 2003.
- B. ANY APPLICABLE ZONING ORDINANCES.
- C. MINERAL AND MINING RIGHTS NOT OWNED BY THE GRANTOR.

GRANTOR HEREBY SPECIFICALLY EXCEPTS AND RESERVES FROM THIS CONVEYANCE ALL OTHER COAL, OIL, GAS AND OTHER MINERALS OF WHATSOEVER NATURE LYING ON OR UNDERNEATH THE ABOVE-DESCRIBED PROPERTY, TOGETHER WITH ALL MINING RIGHTS NECESSARY OR CONVENIENT WITH RESPECT THERETO; PROVIDED, THAT GRANTOR SHALL NOT HAVE THE RIGHT TO MINE THE ABOVE PROPERTY BY STRIP OR SURFACE MINING METHODS AND PROVIDED FURTHER THAT GRANTOR DOES NOT RESERVE ANY RIGHT OF ACCESS TO THE SURFACE OF THE PROPERTY.

D. EXISTING UTILITY AND INGRESS-EGRESS EASEMENTS AND THE FACILITIES THEREON, WHETHER OR NOT OF RECORD, AND WHICH WOULD BE DISCLOSED BY AN INSPECTION OF THE PROPERTY; ALSO EASEMENTS SHOWN ON RECORDED PLAT.

E. THAT CERTAIN INDENTURE EXECUTED BY ALABAMA POWER COMPANY TO THE CHEMICAL BANK AND TRUST COMPANY (NOW CHASE MANHATTAN BANK), AS TRUSTEE, DATED JANUARY 1, 1942, AS AMENDED AND SUPPLEMENTED. ALABAMA POWER COMPANY WARRANTS THAT IT WILL, WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE OF THE CONVEYANCE, SECURE THE RELEASE FROM SAID INDENTURE OF THE PROPERTY CONVEYED HEREUNDER.

F. NO OUTSIDE TOILETS OR PRIVIES SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT IN THE PROPERTY.

G. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY PARCEL, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

H. NO PARCEL SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE, OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. AIL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND

SANITARY CONDITION.

I. NO TENTS, TRAILERS, MOBILE HOMES OR TEMPORARY TYPE STRUCTURES OF ANY KIND MAY BE ERECTED OR PLACED ON ANY PARCEL WHETHER TEMPORARILY OR PERMANENTLY.

J. ALL CONVEYANCES ARE MADE SUBJECT TO THE RIGHT OF GRANTOR, ITS SUCCESSORS OR ASSIGNS TO LOCATE AND INSTALL DRAINS WHERE NECESSARY AND TO CAUSE OR PERMIT DRAINAGE OF SURFACE WATERS UNDER, OVER, AND/OR THROUGH THE AFORESAID PARCEL.

K. NO ANIMAL OR FOWL SHALL BE KEPT OR MAINTAINED ON SAID PROPERTY, BUT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT OR PROHIBIT THE OWNER FROM KEEPING AS A DOMESTIC PET, CATS, DOGS OR BIRDS.

L. ALL DRIVEWAYS AND DRIVEWAY PIPE SHALL BE APPROVED BY THE COUNTY ENGINEER OR A REPRESENTATIVE OF SAID ENGINEER.

M. NO ROAD DITCHES MAY BE FILLED OR STOPPED UP AT ANY TIME. THE RIGHT IS RESERVED FOR THE STORM DRAINAGE WATER FROM ROADS, STREETS AND LOTS TO RUN OVER OR ACROSS SAID PARCEL AS IT NOW RUNS AS THE NATURAL FLOW.

N. THE PROPERTY SHALL BE USED FOR SINGLE-FAMILY RESIDENTIAL PURPOSES ONLY. NO MORE THAN ONE SINGLE-FAMILY DWELLING HOUSE MAY BE ERECTED ON SUCH PROPERTY; PROVIDED, HOWEVER, THAT ON SUCH PROPERTY THERE MAY BE CONSTRUCTED A GARAGE AND ACCESSORY STORAGE BUILDING.

O. NO HOUSE OR RESIDENCE OF LESS THAN TWELVE HUNDRED (1200) SQUARE FEET, EXCLUDING THE PORCH AND GARAGE AREA, SHALL BE ERECTED OR CONSTRUCTED ON ANY SUCH PROPERTY.

P. NO BUILDING, PORCH, OR PROJECTION THEREOF SHALL BE

ERECTED OR PLACED NEARER THAN FIFTEEN (15) FEET TO ANY PROPERTY LINE. NO SEPTIC TANK FIELD LINES SHALL BE EXTENDED OUTSIDE OF ANY PROPERTY LINE WITHOUT THE SPECIFIC WRITTEN CONSENT OF THE ADJOINING PROPERTY OWNER.

Q. NO LOT OR PARCEL MAY BE SPLIT, DIVIDED OR SUBDIVIDED FOR SALE, RESALE, GIFT, TRANSFER OR ANY OTHER PURPOSE WHATSOEVER; PROVIDED THAT THIS PARAGRAPH SHALL NOT APPLY TO THE SUBDIVISION OF A LOT OR PARCEL WHERE IT IS NECESSARY OR CONVENIENT TO CONVEY A PORTION OF A LOT OR PARCEL TO A PUBLIC UTILITY FOR THE PURPOSE OF PROVIDING UTILITY SERVICES.

R. IN ADDITION TO THE ABOVE ITEMS A-Q, THIS CONVEYANCE IS SUBJECT IN ALL RESPECTS TO A PERPETUAL RIGHT AND EASEMENT HEREBY RESERVED BY ALABAMA POWER COMPANY, FOR ITSELF AND FOR ITS SUCCESSORS AND ASSIGNS, ON, UNDER AND OVER A STRIP OF LAND MEASURED 1 FEET HORIZONTALLY AND INLAND FROM A CONTOUR (COMMONLY KNOWN AS THE 396 FOOT CONTOUR, AND BEING THE NORMAL POOL LEVEL OF LAY LAKE) (HEREIN THE CONTROL EASEMENT AREA); TO CONTROL AND REGULATE THE USE OF SUCH PORTION OF THE REAL PROPERTY HEREIN CONVEYED AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF ANY STRUCTURES ON THE CONTROL EASEMENT AREA, ALL AS MORE PARTICULARLY SET FORTH HEREIN. ALABAMA POWER COMPANY EXPRESSLY PROCLAIMS AND DECLARES, THAT THE PROPERTY IS HEREBY CONVEYED, AND SHALL BE HELD, CONVEYED, HYPOTHECATED OR ENCUMBERED, RENTED, USED, OCCUPIED AND IMPROVED SUBJECT TO THE FOLLOWING RIGHTS, EASEMENTS AND RESTRICTIONS ON, UNDER AND OVER THE CONTROL EASEMENT AREA, WHICH SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEES AND UPON ALL PARTIES HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN ANY PART OF THE PROPERTY:

1. THE USE OF THE CONTROL EASEMENT AREA, OR ANY PART OR

PARCEL THEREOF, AND THE CONSTRUCTION OR MAINTENANCE OF ANY STRUCTURE ON ANY PART OF THE CONTROL EASEMENT AREA, IS RESTRICTED TO USES WHICH HAVE BEEN APPROVED BY ALABAMA POWER COMPANY. PRIOR TO MAINTAINING, CONSTRUCTING OR MAKING ANY ALTERATION TO ANY STRUCTURE ON THE CONTROL EASEMENT AREA, THE OWNER OF THAT PORTION OF THE CONTROL EASEMENT AREA ON WHICH SUCH STRUCTURE IS, OR IS TO BE, SITUATED (SUCH OWNER OF THE PARTICULAR PORTION OF THE CONTROL EASEMENT AREA IS REFERRED TO HEREIN AS THE PERMITTEE), SHALL OBTAIN A WRITTEN PERMIT FROM ALABAMA POWER COMPANY CONSENTING TO THE USE OR USES MADE OR PROPOSED TO BE MADE ON THE CONTROL EASEMENT AREA, AND THE SIZE, DESIGN, MATERIALS AND LOCATION OF THE STRUCTURE, OR THE PROPOSED STRUCTURE OR ALTERATION (THE PERMITTED FACILITIES).

2. THE PERMITTEE SHALL AT ALL TIMES INSURE TO THE SATISFACTION OF ALABAMA POWER COMPANY THAT THE PERMITTED FACILITIES ARE CONSTRUCTED IN SUCH A MANNER AS TO BE CONSISTENT WITH SHORELINE AESTHETIC VALUES, ARE MAINTAINED IN A GOOD STATE OF REPAIR, AND COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL HEALTH AND SAFETY REGULATIONS.

3. LAY LAKE, LOCATED ADJACENT TO THE CONTROL EASEMENT AREA (THE LAKE), IS THE PROPERTY OF ALABAMA POWER COMPANY, AND LAY DAM (THE DAM) WAS BUILT AND IS BEING OPERATED AND MAINTAINED TO HOLD BACK, RETAIN, ACCUMULATE, STORE AND ASSIST IN CONTROLLING THE WATERS OF THE COOSA RIVER AND ITS TRIBUTARIES. ALABAMA POWER COMPANY MUST RETAIN THE FULL, UNCONDITIONAL, UNRESTRICTED AND COMPLETE RIGHT AND PRIVILEGE TO RAISE OR LOWER, RESTRICT, CONTROL, STORE, RETAIN, WITHHOLD, INCREASE, DECREASE, RETARD, STOP, OBSTRUCT, DIVERT OR USE THE WATERS OF SAID LAKE IN ANY MANNER ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, MAY DEEM EXPEDIENT; AND THE ERECTION, CONSTRUCTION, OPERATION,

MAINTENANCE OR ALTERATION BY THE PERMITTEE OF SAID PERMITTED FACILITIES SHALL IN NO WAY INTERFERE WITH SUCH USES, REGULATIONS, OR CONTROL OF SAID LAKE OR THE WATERS THEREOF. ALABAMA POWER COMPANY SPECIFICALLY NOW HAS, AND SPECIFICALLY RESERVES FROM THIS CONVEYANCE, AND SHALL GRANT ANY PERMIT SUBJECT TO, THE RIGHT TO FLOOD, COVER OR SURROUND WITH WATER AT INTERVALS FROM TIME TO TIME ALL OF THE CONTROL EASEMENT AREA, AND GRANTEES FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, HEREBY RELEASES ALABAMA POWER COMPANY FROM ANY DAMAGES TO THE CONTROL EASEMENT AREA, ANY PERMITTED FACILITIES, OR ANY OTHER IMPROVEMENTS NOW OR HEREAFTER MAINTAINED OR CONSTRUCTED ON THE CONTROL EASEMENT AREA RESULTING FROM ANY SUCH FLOODING OF THE CONTROL EASEMENT AREA.

4. GRANTEE, BY ACCEPTING THIS INSTRUMENT FOR HIMSELF AND HIS SUCCESSORS AND ASSIGNS, HEREBY AGREES THAT HE WILL NOT ATTEMPT TO SET UP ANY CLAIM OF PROPERTY RIGHTS OR INTERESTS IN OR TO SAID LAKE OR ANY ADJACENT LANDS OF ALABAMA POWER COMPANY BY REASON OF THE OCCUPANCY OR USE OF THE PERMITTED FACILITIES HEREUNDER.

5. ALL EXPENSES AND RESPONSIBILITIES FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PERMITTED FACILITIES, INCLUDING THE EXPENSES OF OBTAINING ALL NECESSARY FEDERAL, STATE, AND LOCAL PERMITS OR APPROVALS, SHALL BE BORNE SOLELY BY THE PERMITTEE.

6. IF, IN THE SOLE OPINION OF ALABAMA POWER COMPANY, THE PERMITTEE HAS FAILED TO COMPLY WITH ANY OF THE CONDITIONS HEREOF, OR ANY LAWS OR REGULATIONS OF ANY FEDERAL, STATE, OR LOCAL AGENCY OF THE GOVERNMENT, THE PERMITTEE SHALL TAKE APPROPRIATE ACTION TO CORRECT SAID VIOLATION. IF SAID VIOLATION SHALL CONTINUE FOR A PERIOD OF THIRTY (30) DAYS AFTER NOTICE THEREOF BY

ALABAMA POWER COMPANY, ALABAMA POWER COMPANY MAY, IN ITS SOLE DISCRETION, CANCEL THE PERMIT AND REQUIRE THE PERMITTEE TO REMOVE, OR CAUSE TO BE REMOVED FROM THE CONTROL EASEMENT AREA, OR THE RESPECTIVE PORTION THEREOF, WITHIN THIRTY (30) DAYS, ANY FACILITY CONSTRUCTED OR MAINTAINED THEREON.

7. THE PERMITTEE SHALL COMPLY PROMPTLY WITH ANY LAWFUL REGULATIONS OR INSTRUCTIONS OF ANY FEDERAL, STATE, OR LOCAL AGENCY OF THE GOVERNMENT.

8. THE PERMITTEE AGREES THAT IT WILL COMPLETE CONSTRUCTION OF ANY NEW PROPOSED IMPROVEMENTS APPROVED IN WRITING BY ALABAMA POWER COMPANY WITHIN ONE (1) YEAR OF THE DATE A PERMIT IS ISSUED BY ALABAMA POWER COMPANY. THE PERMIT SHALL BECOME NULL AND VOID IF SUCH CONSTRUCTION IS NOT COMPLETED WITHIN THAT PERIOD. FURTHER, PERMITTEE AGREES THAT IT WILL OPERATE AND MAINTAIN THE PERMITTED FACILITIES AND THE UNDERLYING CONTROL EASEMENT AREA IN A MANNER SO AS TO MINIMIZE ANY EROSION, ANY ADVERSE IMPACT ON FISH AND WILDLIFE HABITAT, AND ANY NATURAL ENVIRONMENTAL VALUES, AND IN A MANNER SO AS TO MINIMIZE THE DEGRADATION OF WATER QUALITY.

9. AT SUCH TIME THAT THE PERMITTEE CEASES TO OPERATE AND MAINTAIN THE PERMITTEE FACILITIES, OR UPON EXPIRATION OF ANY PERMIT FROM ALABAMA POWER COMPANY, OR UPON REVOCATION OF ANY SUCH PERMIT, THE PERMITTEE SHALL REMOVE THE PERMITTED FACILITIES WITHIN THIRTY (30) DAYS, AT ITS EXPENSE, AND RESTORE THE CONTROL EASEMENT AREA (OR RESPECTIVE PORTION THEREOF) TO ITS FORMER CONDITION. IF THE PERMITTEE FAILS TO SO REMOVE THE PERMITTED FACILITIES AND SO RESTORE THE CONTROL EASEMENT AREA TO THE SATISFACTION OF ALABAMA POWER COMPANY, ALABAMA POWER COMPANY MAY DO SO BY CONTRACT OR OTHERWISE AND RECOVER THE COST THEREOF FROM THE PERMITTEE.

10. NO FACILITIES OR FIXTURES FOR THE DISPOSAL OF HUMAN WASTE OR DOMESTIC WASTEWATER, INCLUDING BUT NOT LIMITED TO TOILETS, DRAINS, PIPELINES, TANKS, SEPTIC TANKS, WASTE DISPOSAL FIELD LINES, OR OTHER FACILITIES OF A SIMILAR NATURE SHALL BE CONSTRUCTED OR PERMITTED ON THE CONTROL EASEMENT AREA.

11. NO CHARGE MAY BE MADE FOR USE BY OTHERS OF THE PERMITTED FACILITIES, NOR SHALL ANY COMMERCIAL ACTIVITY BE ENGAGED IN THEREON.

12. THE FACILITIES SHALL BE MAINTAINED TO THE SIZE, DESIGN, LOCATION AND MATERIALS APPROVED IN WRITING BY ALABAMA POWER COMPANY AS SET FORTH IN CONDITION 1 HEREOF.

13. PERMITTED FACILITIES ARE SUBJECT TO PERIODIC INSPECTION. IF AN INSPECTION REVEALS CONDITIONS WHICH MAKE THE PERMITTED FACILITIES UNSAFE IN ANY WAY OR CONDITIONS WHICH DEVIATE FROM THE APPROVED PLANS, SUCH CONDITIONS WILL BE CORRECTED IMMEDIATELY BY THE PERMITTEE UPON RECEIPT OF NOTIFICATION. NO DEVIATION OR CHANGES FROM APPROVED PLANS WILL BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF ALABAMA POWER COMPANY.

14. THE DISPLAY PERMIT TAG PROVIDED BY ALABAMA POWER COMPANY SHALL BE POSTED ON THE PERMITTED FACILITIES OR ON THE RESPECTIVE PORTION OF THE CONTROL EASEMENT AREA, SO THAT IT CAN BE VISUALLY CHECKED WITH EASE.

15. NO ATTEMPT SHALL BE MADE BY THE PERMITTEE TO FORBID THE FULL AND FREE USE BY THE PUBLIC OF ALL NAVIGABLE WATERS AT OR ADJACENT TO THE PERMITTED FACILITY OR TO UNREASONABLY INTERFERE WITH NAVIGATION IN CONNECTION WITH THE OWNERSHIP, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PERMITTED FACILITIES.

16. THE PERMITTEE AGREES THAT IF SUBSEQUENT OPERATIONS BY ALABAMA POWER COMPANY REQUIRE AN ALTERATION IN THE LOCATION OF THE PERMITTED FACILITIES, OR IF IN THE OPINION OF ALABAMA POWER COMPANY THE PERMITTED FACILITIES SHALL CAUSE UNREASONABLE OBSTRUCTION TO NAVIGATION, OR THAT THE PUBLIC INTEREST SO REQUIRES, THE PERMITTEE SHALL BE REQUIRED, UPON WRITTEN NOTICE FROM ALABAMA POWER COMPANY TO REMOVE, ALTER, OR RELOCATE THE PERMITTED FACILITIES, WITHOUT EXPENSE TO ALABAMA POWER COMPANY.

17. ALABAMA POWER COMPANY SHALL IN NO CASE BE LIABLE FOR ANY DAMAGE OR INJURY TO THE PERMITTED FACILITIES WHICH MAY BE CAUSED BY OR RESULT FROM SUBSEQUENT OPERATIONS UNDERTAKEN BY ALABAMA POWER COMPANY, OR ANY FEDERAL, STATE OR LOCAL AGENCY OF THE GOVERNMENT, FOR THE IMPROVEMENT OF NAVIGATION OR FOR OTHER, LAWFUL PURPOSES, AND NO CLAIMS OR RIGHT TO COMPENSATION SHALL ACCRUE FROM ANY SUCH DAMAGE.

18. THE OWNERSHIP, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PERMITTED FACILITIES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

19. THE GRANTING OF A PERMIT BY ALABAMA POWER COMPANY FOR THE MAINTENANCE, CONSTRUCTION, OPERATION OR ALTERATION OF THE PERMITTED FACILITIES SHALL NOT BE CONSTRUED AS CONVEYING ANY PROPERTY RIGHTS, EITHER IN REAL ESTATE OR MATERIAL, OR AUTHORIZING ANY INJURY TO PRIVATE PROPERTY OR INVASION OF PRIVATE RIGHTS OR ANY INFRINGEMENT OF FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, NOR SHALL IT OBVIATE THE NECESSITY OF OBTAINING FEDERAL, STATE OR LOCAL ASSENT REQUIRED BY LAW FOR THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PERMITTED FACILITIES.

20. NO CHANGE IN LAND FORM, SUCH AS GRADING, EXCAVATION, OR FILLING MAY BE DONE, EXCEPT AS APPROVED

IN WRITING BY ALABAMA POWER COMPANY.

21. WITHOUT THE WRITTEN CONSENT OF ALABAMA POWER COMPANY, ALL PERMITS ISSUED BY ALABAMA POWER COMPANY SHALL BE NON-TRANSFERABLE, BUT SHALL RUN WITH THE LAND TO WHICH THEY APPLY; PROVIDED, HOWEVER, THAT IN THE EVENT OF THE SALE OR TRANSFER OF THE PORTION OF THE CONTROL EASEMENT AREA ON WHICH CERTAIN PERMITTED FACILITIES ARE LOCATED, THE PERMITS APPLYING TO SAID LAND SHALL AUTOMATICALLY TERMINATE AND BE VOID UNLESS, WITHIN FORTY-FIVE (45) DAYS AFTER THE SALE OR TRANSFER OF SAID LAND, THE NEW OWNER (GRANTEES) OF SAID LAND APPLIES TO ALABAMA POWER COMPANY FOR A TRANSFER OF THE APPLICABLE PERMITS.

22. BY THIRTY (30) DAYS WRITTEN NOTICE, MAILED TO THE PERMITTEE BY REGISTERED OR CERTIFIED LETTER, ALABAMA POWER COMPANY MAY REVOKE A PERMIT IF REQUIRED BY ITS PROJECT LICENSE ISSUED BY THE FEDERAL ENERGY REGULATORY COMMISSION FOR THE OPERATION OF LAY DAM AND THE LAKE, OR IF ALABAMA POWER COMPANY DETERMINES THAT THE PERMITTEE HAS FAILED TO COMPLY WITH THE CONDITIONS OF A PERMIT. THE REVOCATION NOTICE SHALL SPECIFY THE REASONS FOR SUCH ACTION.

23. NOTWITHSTANDING CONDITION 22 ABOVE, IF IN THE OPINION OF THE ALABAMA POWER COMPANY EMERGENCY CIRCUMSTANCES DICTATE OTHERWISE, ALABAMA POWER COMPANY MAY SUMMARILY REVOKE A PERMIT.

24. THE PERMITTEE IS RESPONSIBLE FOR PROPER DESIGN, ENGINEERING, CONSTRUCTION, AND MAINTENANCE OF THE PERMITTED FACILITIES. ANY REVIEWS OR INSPECTIONS OF THE CONTROL EASEMENT AREA OR THE PERMITTED FACILITIES BY ALABAMA POWER COMPANY SHALL BE FOR THE SOLE BENEFIT OF ALABAMA POWER COMPANY IN CONNECTION WITH THE MAINTENANCE AND OPERATION OF THE LAKE, AND SHALL NOT BENEFIT OR BE RELIED UPON BY THE PERMITTEE OR ANY THIRD

PARTIES. ALABAMA POWER COMPANYS REVIEW AND APPROVAL OF PLANS FOR THE PERMITTED FACILITIES, OR ITS REVIEW AND APPROVAL OF THE CONSTRUCTION OR MAINTENANCE OF THE PERMITTED FACILITIES, OR ITS INSPECTION OF THE PERMITTED FACILITIES, SHALL NOT BE RELIED UPON BY THE PERMITTEE OR ANY THIRD PARTIES AS ASSURANCE, WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, THAT THE PERMITTEES PLANS, OR THE ACTUAL CONSTRUCTION OR MAINTENANCE OF THE PERMITTED FACILITIES, ARE SAFE, PROPER OR ADEQUATE FOR THE PURPOSES INTENDED OR ARE FREE FROM DEFECT OR DANGER OR RISK TO PERSONS OR PROPERTY, OR THAT THE PERMITTED FACILITIES ARE OR WILL BE STRUCTURALLY SOUND, OR COMPLY OR WILL COMPLY WITH ANY BUILDING OR ZONING CODES.

25. THE PERMITTEE, BY ACCEPTING THIS INSTRUMENT DOES, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREES TO AND DOES HEREBY RELEASE ALABAMA POWER COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CAUSES OF ACTION, SUITS AT LAW OR EQUITY, CLAIMS OR DEMANDS, OR FROM ANY LIABILITY OF ANY NATURE WHATSOEVER FOR OR ON ACCOUNT OF ANY INJURIES OR DEATH TO PERSONS, OR DAMAGES TO PROPERTY, INCLUDING THE PERMITTED FACILITIES, GROWING OUT OF OR RELATED TO (I) THE OWNERSHIP, CONSTRUCTION, OPERATION, MAINTENANCE OR USE BY THE PERMITTEE, ITS GUESTS, INVITEES OR ANY OTHER PERSONS WHOMSOEVER, OF THE PERMITTED FACILITIES, AND (II) THE REVIEW AND/OR APPROVAL BY ALABAMA POWER COMPANY OF PLANS FOR, OR CONSTRUCTION OR MAINTENANCE OF, THE PERMITTED FACILITIES.

26. THE PERMITTEE, BY ACCEPTING THIS INSTRUMENT DOES, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND ALABAMA POWER COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CAUSES OF ACTION, SUITS AT LAW OR EQUITY, CLAIMS OR DEMANDS, OR FROM ANY LIABILITY OF ANY NATURE

WHATSOEVER FOR OR ON ACCOUNT OF ANY INJURIES OR DEATH TO PERSONS, OR DAMAGES TO PROPERTY, INCLUDING THE PERMITTED FACILITIES, GROWING OUT OF OR RELATED TO (I) THE OWNERSHIP, CONSTRUCTION, OPERATION, MAINTENANCE OR USE BY THE PERMITTEE, ITS GUESTS, INVITEES OR ANY OTHER PERSONS WHOMSOEVER, OF THE PERMITTED FACILITIES, AND (II) THE REVIEW AND/OR APPROVAL BY ALABAMA POWER COMPANY OF PLANS FOR, OR CONSTRUCTION OR MAINTENANCE OF, THE PERMITTED FACILITIES.

27. THE PERMITTEE SHALL COOPERATE WITH AND PARTICIPATE IN THE PROGRAM OF SOLID WASTE DISPOSAL IN EFFECT IN THE AREA OF THE PERMITTED FACILITIES. THE PERMITTEE SHALL KEEP THE RESPECTIVE PORTION OF THE CONTROL EASEMENT AREA AND WATERS OCCUPIED BY AND SURROUNDING THE PERMITTED FACILITIES FREE OF ALL WASTE, GARBAGE, AND OTHER UNSIGHTLY DEBRIS AND MATERIALS, AND SHALL COMPLY WITH LOCAL HEALTH RULES AND REGULATIONS.

28. IN THE EVENT ANY PERMIT IS REVOKED BY ALABAMA POWER COMPANY DUE TO NONCOMPLIANCE BY A PERMITTEE, AND THE PERMITTEE REAPPLIES FOR A NEW PERMIT, ALABAMA POWER COMPANY SHALL HAVE THE RIGHT TO MAKE AN INSPECTION AND REISSUANCE CHARGE PRIOR TO THE ISSUANCE OF A NEW PERMIT.

EVERY ONE OF THE RIGHTS, PROVISIONS AND RESTRICTIONS SET FORTH IN THIS INSTRUMENT IS HEREBY DECLARED TO BE INDEPENDENT OF, AND SEVERABLE FROM THE REST OF SAID RIGHTS, PROVISIONS AND RESTRICTIONS AND OF AND FROM EVERY OTHER ONE OF SAID RIGHTS, PROVISIONS AND RESTRICTIONS AND OF AND FROM EVERY COMBINATION OF SAID RIGHTS, PROVISIONS AND RESTRICTIONS. INVALIDATION BY ANY COURT OF ANY RIGHT, PROVISION OR RESTRICTION SET FORTH IN CONDITIONS 1-28 OF THIS DEED SHALL IN NO WAY AFFECT ANY OTHER OF SAID RIGHTS, PROVISIONS OR RESTRICTIONS WHICH SHALL REMAIN IN FULL FORCE AND

EFFECT.

IN THE EVENT OF A VIOLATION OR BREACH OF ANY OF THE ABOVE RIGHTS, EASEMENTS AND RESTRICTIONS, ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, OR ANY PARTY TO WHOSE BENEFIT THESE RESTRICTIONS INURE SHALL HAVE THE RIGHT TO PROCEED AT LAW OR IN EQUITY TO COMPEL COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF, TO PREVENT THE VIOLATION OR BREACH OF SAID RESTRICTIONS, TO SUE FOR AND RECOVER DAMAGES OR OTHER DUES, OR TAKE ALL SUCH COURSES OF ACTION AT THE SAME TIME, OR SUCH OTHER LEGAL REMEDY IT MAY DEEM APPROPRIATE. NO DELAY OR FAILURE ON THE PART OF AN AGGRIEVED PARTY TO INITIATE AN AVAILABLE REMEDY SET FORTH HEREIN SHALL BE HELD TO BE A WAIVER OF THAT PARTY OR AN ESTOPPEL OF THAT PARTY OR OF ANY OTHER PARTY TO ASSERT ANY RIGHT AVAILABLE TO IT UPON THE RECURRENCE OR CONTINUATION OF SAID VIOLATION OR THE OCCURRENCE OF A DIFFERENT VIOLATION. DAMAGES SHALL NOT BE DEEMED ADEQUATE COMPENSATION FOR ANY BREACH OR VIOLATION OF ANY PROVISION HEREOF, BUT ANY PERSON OR ENTITY ENTITLED TO ENFORCE ANY PROVISION HEREOF SHALL BE ENTITLED SPECIFICALLY TO RELIEF BY WAY OF INJUNCTION AS WELL AS ANY OTHER AVAILABLE RELIEF EITHER AT LAW OR IN EQUITY. ANY PARTY TO A PROCEEDING WHO SUCCEEDS IN ENFORCING A RESTRICTION OR ENJOINING THE VIOLATION OF A RESTRICTION AGAINST AN OWNER OF ALL OR PART OF THE CONTROL EASEMENT AREA MAY BE AWARDED A REASONABLE ATTORNEYS FEE AGAINST SUCH OWNER.

THE RESTRICTIONS, CONDITIONS AND EASEMENTS CONTAINED IN THIS DECLARATION OF EASEMENTS AND RESTRICTIONS SHALL RUN WITH AND BIND THE SUBDIVISION AND ALL LAND AND LOTS THEREIN, AND SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS SO LONG AS ALABAMA POWER COMPANY, ITS SUCCESSORS AND ASSIGNS SHALL OPERATE THE DAM AND THE LAKE FOR HYDROELECTRIC PURPOSES (IN

ADDITION TO ANY OTHER PURPOSES FOR WHICH THE DAM AND LAKE MAY BE HELD OR OPERATED), OR UNTIL SOONER TERMINATED BY ALABAMA POWER COMPANY BY THE FILING OF AN INSTRUMENT IN WRITING WHICH SPECIFICALLY REFERS TO THIS DECLARATION OF EASEMENTS AND RESTRICTIONS, SETS FORTH THE APPLICABLE RECORDING INFORMATION FOR THIS DECLARATION, AND WHICH SPECIFICALLY STATES THAT THIS DECLARATION IS TERMINATED.

THIS BEING THE SAME PROPERTY CONVEYED TO LYNN JOHNSON AND WIFE, CONNIE JOHNSON, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, DATED 08/21/2003 AND RECORDED ON 09/02/2003 IN INSTRUMENT NO. 20030902000580760, IN THE SHELBY COUNTY RECORDERS OFFICE.

PARCEL ID NO. 33 7 25 0 001 001.025

3249608 Form # 1302

Address : 1972 HIGHWAY 36, CHELSEA,AL



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/11/2018 03:07:30 PM
\$519.00 CHERRY
20180111000012880

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.