

STATE OF ALABAMA
 BE CLAIR COUNTY
 I, M. W. FORMAN, JUDGE
 OF PROBATE FOR SAID COUNTY, HEREBY CERTIFY THAT
 THE FOLLOWING CONVEYANCE WAS FILED IN MY OFFICE
 THE WITHIN DEED BEING A DEED IN THE
 _____, CTS. 200/100

M. W. FORMAN,
 JUDGE OF PROBATE

Approved *E. E. Martin*
 Not a Notary Public

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF ALABAMA

One and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

1/2 of NW 1/4 of NE 1/4 and N 1/2 of NE 1/4 of NW 1/4 of Sec. 15

Tract 175, R. 15, County of *St. Clair*, and State of *Alabama*
 together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within five feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The

North boundary of said one rod strip shall be a line parallel to and *5* feet *North* of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for

them selves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this *29th* day of *March*, 19*14*, at *Eden Route #1, Ala.*

Witness:

John Richter

E. E. Martin

(Seal)

John Richter

Hene Martin

(Seal)

(Seal)

(Seal)

ALABAMA — INDIVIDUAL FORM

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public, hereby certify that _____, whose name(s)

is (are) signed to the foregoing conveyance and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 19____.

Notary Public.

ALABAMA — JOINT FORM

STATE OF ALABAMA, *Jefferson* COUNTY.

I, *J. H. Griffin*, a Notary Public, hereby certify that _____ and _____

his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I further certify that the said *Hene Martin*, known to me to be the wife of the said *E. E. Martin*, who, being examined separate and apart from the husband touching her signature to said conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand this the *15th* day of *Feb*, 19*15*.

My Comm. expires 3/29/18. (Seal) *J. H. Griffin*, Notary Public.

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA, _____ COUNTY.

I, _____, in and for said County, in said State, hereby certify that _____, whose name as _____

_____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, 19____.

My Commission expires _____

STATE OF ALABAMA, COUNTY OF ST. CLAIR.

I, M. W. Forman, Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at _____ o'clock *11* A.M., on the *20* day of *Feb*, 19*15*, and duly recorded in Deed Record *26-A*, page *20*.

Dated *20* day of *Feb*, 19*15*.

M. W. Forman, Judge of Probate, St. Clair County, Alabama.

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

VOL 52 PAGE 487

St. Clair County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ and wife _____

County and State aforesaid, in and for the consideration of one dollar (\$1.00) in hand paid by _____ St. Clair County _____ the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in _____ St. Clair County, do hereby give, grant, bargain, sell and convey unto _____ St. Clair County _____, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in _____ St. Clair County, Ala., for a public road; which right-of-way shall be _____ 75 _____ feet in width on _____ each _____ side of the center line of said road, as it is now located and staked out by the State Highway Department or as much of our lands as is required to make a _____ 150 _____ foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit: and as shown by the Right-of-Way Map of Federal Project No. I-204-1(1), as recorded in the office of the Probate Judge, St. Clair County, Alabama, more particularly described as follows:

A strip of land 150 feet in width, lying 75 feet on each side of the centerline of a survey for the relocation of Alabama Highway No. 25, more particularly described as follows:

Beginning at the north property line, which is approximate Station 51+40 on said relocation centerline; thence in a southwesterly direction a distance of 700 feet, more or less, to the south property line, which is approximate Station 58+40 on said relocation centerline and the point of ending.

Said strip of land lying in NW¹/₄ of NE¹/₄ of ME¹/₄, Section 15, T17S, R1E, and containing 2.41 acres, more or less, excepting that portion of the Frank Brantley property (Tract No. 21) which is included in above description.

To Have and To Hold by _____ St. Clair County, or its Assigns, and for and in consideration of the benefit to our property by reason of the construction or improvement of said road, we hereby release the _____ aforesaid, and all of its employees and officers, and the State of Alabama and all of its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements covering the moving, relocating and/or changing of the buildings and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Highway Department before same shall be valid and binding on the said State Highway Department. The grantor hereby grants permission with right of ingress and egress to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

In witness whereof, we have hereunto set our hands and seal this the _____ day of _____ 1957.

Witness: _____
_____ E. E. Martin (Seal)
_____ Irene A. Martin (Seal)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA

State of Large County Vol 52 Page 488
I, Alvan A. Ireland, a Notary Public in and for said
County, in said State hereby certify that E. E. Martin and Miss Irene A. Martin
whose names are signed to the foregoing conveyance, and who are known
to me, acknowledged before me on this day that, being informed of the contents of
this conveyance, they executed the same voluntarily on the day the same
bears date.

Given under my hand this 22 day of June, A.D. 1957.
Alvan A. Ireland
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA

State of Large County
I, Alvan A. Ireland, a Notary Public in and for said
State and County, do hereby certify that on 22 day of June, 1957
came before me the within named Irene A. Martin, known to me
to be the wife of E. E. Martin who being examined
separately and apart from her husband, touching her signature to the within con-
veyance, acknowledged that she signed the same of her own free will and accord
and without fear, constraint or threats on the part of her husband.

In witness hereof, I hereunto set my hand this the 22 day of
June, 1957.
Alvan A. Ireland
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

County
I, _____, a _____ in and for said
County, in said State, hereby certify that _____
whose name as _____ of the _____
Company, a corporation, is signed to the foregoing conveyance, and who is known to
me, acknowledged before me on this day that, being informed of the contents of the
conveyance, he, as such officer and with full authority, executed the same volun-
tarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 19____
I hereby certify that _____
collected on this instrument.
W. J. Gorman
Judge of Probate
(Official Title)

“NO TAX COLLECTED”

STATE OF ALABAMA
to
County of ST. CLAIR, Ala.
RIGHT-OF-WAY FOR PUBLIC ROAD

STATE OF ALABAMA
County of ST. CLAIR
I, W. J. Gorman
Judge of Probate in and for said State and
County, hereby certify that the within con-
veyance was filed in my office at 3
o'clock P. M., on the 1 day of
FEB 1 1958
recorded in Deed Record
page 487
Dated Feb 1 day of Feb, 1958
W. J. Gorman
Judge of Probate
ST. CLAIR
Collected 2.00
for 1.05
1.55

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

St. Clair County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
E.E. Martin and wife Irene A. Martin

of the County and State aforesaid, in and for the consideration of \$220.00 in hand paid by State of Alabama the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in St. Clair County, do hereby give, grant, bargain, sell and convey unto State of Alabama, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in St. Clair County, Ala., for a public road; which right-of-way shall be See below feet in width on See below side of the center line of said road, as it is now located and staked out by the State Highway Department or as much of our lands as is required to make a See below foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit: As shown by the map of Project No. 1-20-1(1)11 as recorded in the Probate Records of St. Clair County, more particularly described as follows:

An easement to the following described land for the purpose of removing sline material and to flatten the back slope.

Beginning at a point which is 75 feet northwesterly of and at right angles to survey centerline of Alabama Highway #25 Relocation at Station 54+00; thence southwesterly 75 feet from and parallel to said survey centerline 600 feet, more or less, to a point which is 75 feet northwesterly of and at right angles to said survey centerline at Station 59+00; thence northwesterly perpendicular to said survey centerline 10.0 feet; thence northeasterly along a straight line 295 feet, more or less, to a point which is 115 feet northwesterly of and at right angles to said survey centerline at Station 56+00; thence northeasterly along a straight line 295 feet, more or less, to a point which is 85 feet northwesterly of and at right angles to said survey centerline at Station 53+00; thence southeasterly perpendicular to said survey centerline, 10.0 feet, to the point of beginning.

Said strip of land lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 15, T-17-S, R-1-E, and containing 0.44 acres, more or less.

To Have and To Hold by State of Alabama County or its Assigns, and for and in consideration of the benefit to our property by reason of the construction or improvement of said road, we hereby release the State of Alabama aforesaid, and all of its employees and officers, and the State of Alabama and all of its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements covering the moving, relocating and/or changing of the buildings and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Highway Department before same shall be valid and binding on the said State Highway Department. The grantor hereby grants permission with right of ingress and egress to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

In witness whereof, we have hereunto set our hands and seal this the

25 day of October 1960.

Witness:

Steve D. Ducklock Jr. E. E. Martin (Seal)
Steve D. Ducklock Jr. Irene A. Martin (Seal)

(Acknowledgments on Back)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA.

St. Clair County

VR 71 MAR 610

I, William C. McKinstry, a Notary Public in and for said County, in said State hereby certify that E. E. Martin and Gene A. Martin whose names etc signed in the foregoing conveyance, and who etc known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of October, A.D. 1960.

William C. McKinstry
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR WIFE

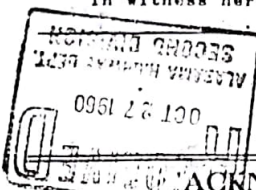
STATE OF ALABAMA.

St. Clair County

Notary Public
William C. McKinstry

I, _____, a _____ in and for said State and County, do hereby certify that on _____ day of _____, 19____, came before me the within named _____, known to me to be the wife of _____ who being examined separately and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

In witness hereof, I hereunto set my hand this the _____ day of _____, 19____.



(Official Title)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA.

St. Clair County

I, _____, a _____ in and for said County, in said State, hereby certify that _____

whose name as _____ of the _____ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 19____.

(Official Title)

STATE OF ALABAMA

to

County of _____, Ala.

RIGHT-OF-WAY FOR PUBLIC ROAD

STATE OF ALABAMA

County of St. Clair

I, Harry B. Hamilton

Judge of Probate in and for said State and

County, hereby certify that the within con-

veyance was filed in my office at _____

o'clock 2 M., on the 10 day of

Nov. 1960, and duly

recorded in Deed Record 71

page 609.

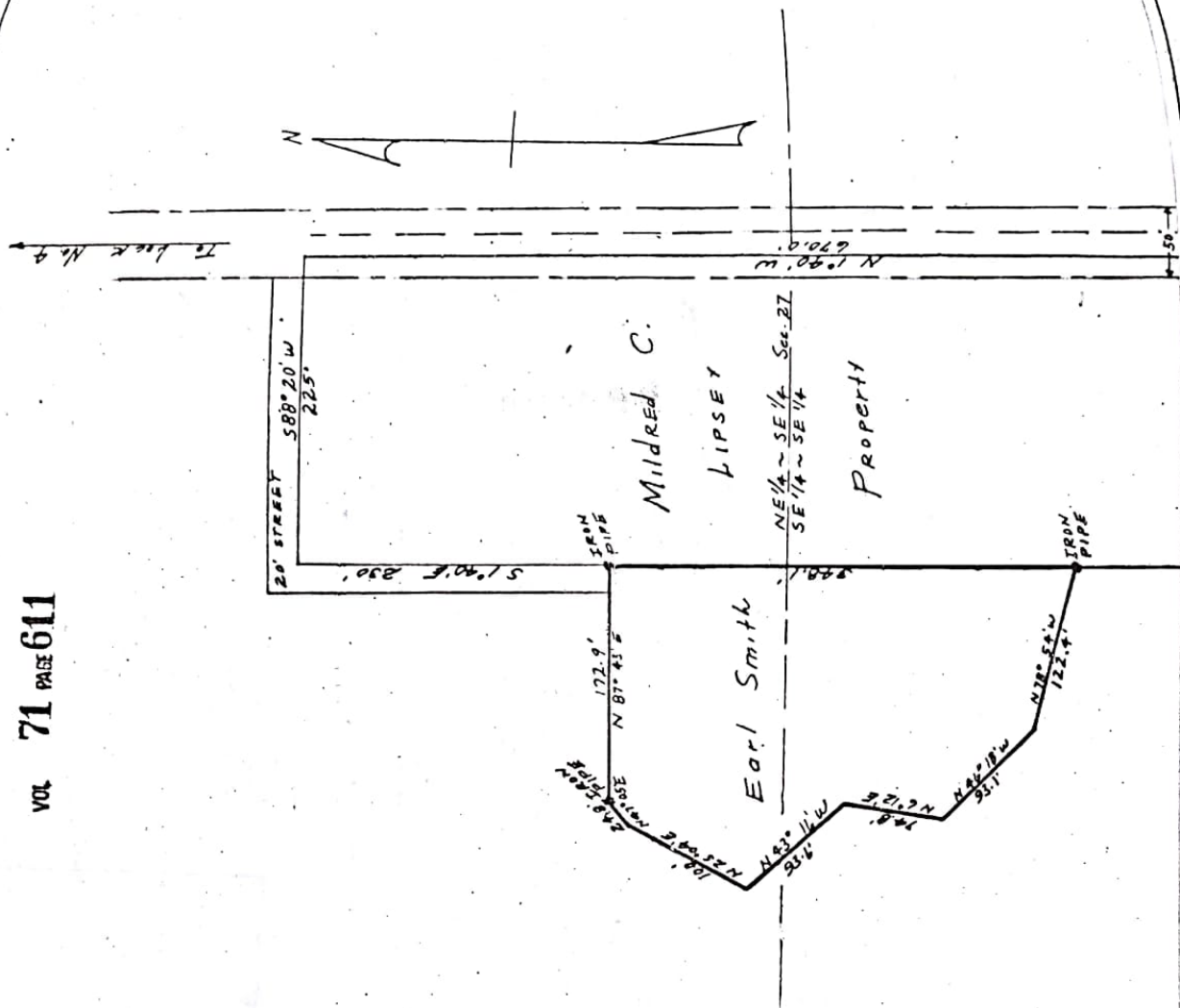
Dated 10 day of Nov., 1960

Harry B. Hamilton

Judge of Probate

St. Clair County, Ala.

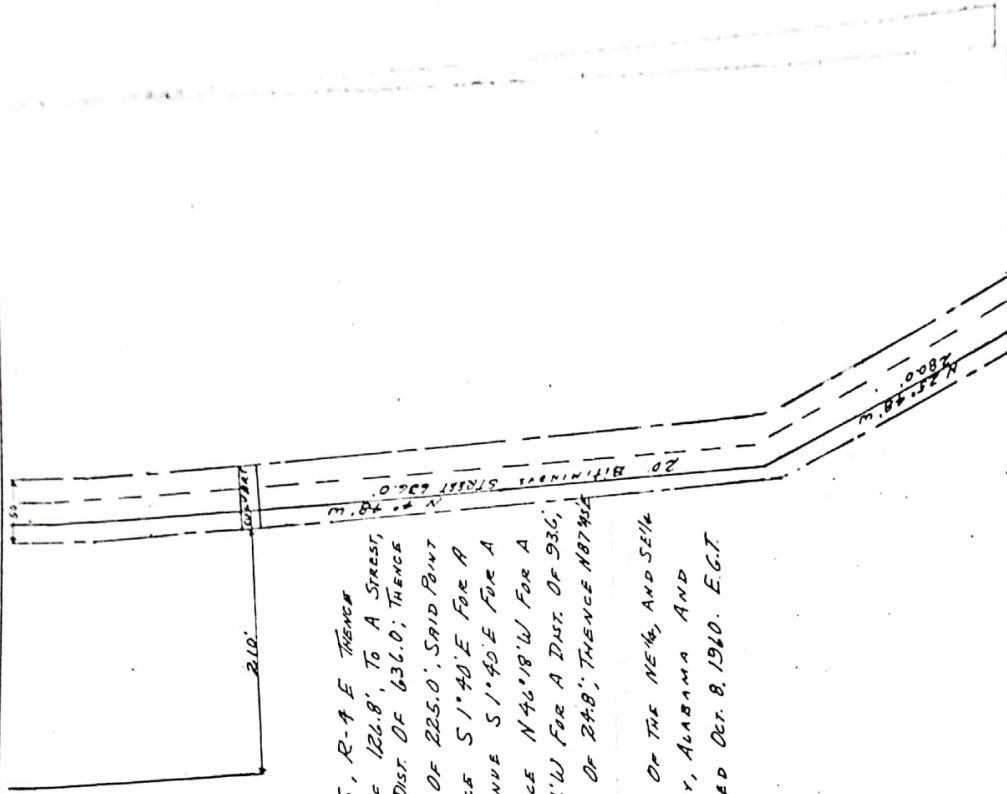
155 26519



COMMENCING AT THE SE CORNER OF SEC. 27, T-16 S, R-4 E THENCE
 N 9° 45' E FOR A DIST. OF 74.4'; THENCE N 63° 57' E FOR A DIST. OF 126.8'; TO A STREET,
 THENCE N 25° 48' W FOR A DIST. OF 2800'; THENCE N 4° 48' W FOR A DIST. OF 636.0'; THENCE
 N 1° 40' W FOR A DIST. OF 670.0'; THENCE S 88° 20' W FOR A DIST. OF 225.0'; SAID POINT
 BEING THE NW CORNER OF MILDEED C. LIPSEY PROPERTY; THENCE S 1° 40' E FOR A
 DIST. OF 230.0' TO THE POINT OF BEGINNING, THENCE CONTINUE S 1° 40' E FOR A
 DIST. OF 348.1'; THENCE N 78° 54' W FOR A DIST. OF 122.4'; THENCE N 40° 18' W FOR A
 DIST. OF 93.1'; THENCE N 6° 12' E FOR A DIST. OF 74.8'; THENCE N 43° 16' W FOR A DIST. OF 936,
 THENCE N 23° 04' E FOR A DIST. OF 100'; THENCE N 47° 05' E FOR A DIST. OF 248'; THENCE N 87° 40' E
 FOR A DIST. OF 172.9' TO THE POINT OF BEGINNING.

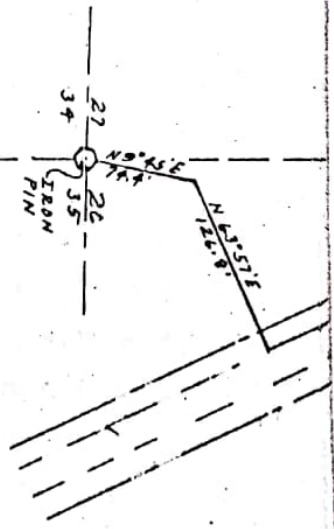
ALL THE ABOVE DESCRIBED LAND LIMITED IN AND BEING A PART OF THE NE 1/4, AND SE 1/4
 OF THE SE 1/4 SEC. 27, T-16 S, R-4 E ST. CLAIR COUNTY, ALABAMA AND
 CONTAINING 1.36 ACRES MORE OR LESS.

SURVEYED OCT. 8, 1960. E.G.T.



71-111-1011 and estimated = 180 T. A. HAMILTON, Judge of Peace & Recorder
 1960 at 9 o'clock 2:17 and recorded in the Clerk's Office
 71-111-1011 and estimated = 180 T. A. HAMILTON, Judge of Peace & Recorder
 71-111-1011 and estimated = 180 T. A. HAMILTON, Judge of Peace & Recorder

26318



Leeds, Alabama
Santa Fe Sewer Extension
#592

Prepared By:
Spencer Engineering, Inc.
3237 Lorna Road, Hoover, AL 35216

RIGHT OF WAY DEED
STATE OF ALABAMA)
ST CLAIR COUNTY)

City of Leeds, Alabama
829 1st Avenue SE
Leeds, Alabama 35094
James O. Whitfield, Mayor

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One Dollars (\$ 1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stub outs and manholes, said right-of-way and easement being located in ~~Jefferson~~ St. Clair County and described as follows:

Commence at the Northeast Corner, of Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence westerly along said section line for a distance of 2172.52 feet to the Point of Beginning; thence turning 90°00'00" left and run southerly 160.62 to the end of an easement for sanitary sewer being described as 10 feet to both sides of and parallel to the line described after the point of beginning.

ALSO

A temporary construction easement being 15 feet to both sides of, parallel to, and outside of the sanitary sewer easement as described above.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 10 day of Dec., 2002.

WITNESSE:

Stephen A. Wadsworth

James O. Whitfield
James O. Whitfield, Mayor
City of Leeds

(SEAL)

2003 1908
Recorded in the Above
DEED Book & Page
02-28-2003 11:44:13 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

The State of Alabama
Jefferson County

Sewer

Project No.
Name

RIGHT OF WAY DEED
(SEWER)

2003 1909
Recorded in the Above
DEED Book & Page
02-28-2003 11:44:13 AM

The State of Alabama
County

I, the undersigned authority, in and for said County, in said State, hereby certify that
Whose name _____ signed to the
foregoing conveyance, and who _____ known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, _____ executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal, this _____ day of _____, 20____.

Notary Public

The State of Alabama
County

I, the undersigned authority, in and for said County, in said State, hereby certify that
Whose name _____ signed to the
foregoing conveyance, and who _____ known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, _____ executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal, this _____ day of _____, 20____.

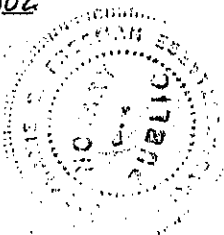
Notary Public

The State of Alabama
St Clair County

I, the undersigned authority, in and for said County, in said State, hereby certify that
James O Whitfield Whose name is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on this day that,
being informed of the contents of the conveyance, he executed the same voluntarily on the
day the same bears date.

Given under my hand and official seal, this 10th day of December, 2002.

Stephen R. Reiman
Notary Public
Commission exp 1-11-06



2003 1910
 Recorded in the Above
 DEED Book & Page
 02-28-2003 11:44:13 AM
 Wallace Wyatt Jr - Probate Judge
 St. Clair County, Alabama
 Book/Pg: 2003/1908
 Term/Cashier: \$ RECORD / Lead
 Tran: 2027.41167.60531
 Recorded: 02-28-2003 11:44:44
 CER Certification Fee
 PJF Special Index Fee
 REC Recording Fee
 Total Fees: \$ 15.50



1" Open Pipe
 NE Corner Of
 Sec. 15, T17S, R1E

3" Cap Pipe
 SE Corner Of
 NE - NE
 Sec. 15, T17S, R1E

EX. APPROX. EASEMENT
 EX. FIBER-OPTIC CABLE (AT&T)

LINE S-1

C. SAN. SEWER PIPE
 JEFF CO. NO. 8-40065

JEFF CO. NO. 8-40065
 STA 5+30 = STA 0+00 LINE S-1
 EXISTING MANHOLE
 ROW 838.82
 FLOW 848.86

TAX I.D.: 59-26-02-10-3-25

15' TEMPORARY CONSTR.
 EASEMENT
 20' REQ'D
 SANITARY SEWER
 EASEMENT

END LINE S-1
 STA 2+92.57
 Existing Manhole

TAX I.D.: 59-26

NOTE:
 APPROX. LOCATION OF AT&T FI
 CONTRACTOR SHALL COORDINAT
 WITH ALL UTILITIES

PLAN- GRAVITY SEWER LINE :

Plan Scale: 1"=50'

NO FAX COPIES ACCEPTED

PROJECT NAME: Leeds Commercial Road - Highway 411
Project No. 08-023
TRACT NO. 1

RIGHT OF WAY DEED
STATE OF ALABAMA)
St. CLAIR COUNTY)

Prepared by:
Spencer Engineering, Inc.
3237 Lorna Road
Birmingham, AL 35216

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of ONE & 00/100 Dollars (\$1.00) cash in hand paid by City of Leeds, Alabama, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell and convey unto the said City of Leeds, its successors and assigns, a right-of-way and easement for Public Roadway Purposes, including the installation and maintenance of roadway curb and pavement and associated facilities, underground and on the surface, and underground and surface support facilities, including Storm Drains, access points, public utilities, said right-of-way and easement being located in St. Clair County and described as follows:

SEE EXHIBIT "A"

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said City the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction or the placement of spoil or fill dirt or heavy equipment or heavy objects on, over, across or upon said area herein conveyed without the written permission from The City of Leeds, Alabama.

In consideration of the benefit to the property of the undersigned by reason of the construction of said Roadway facility, the undersigned hereby release City of Leeds, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said roadway facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said City of Leeds that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 15 day of October, 2008.

James O. Whitfield (SEAL)
Mayor (SEAL)

The State of Alabama
Jefferson County

I, the undersigned authority, in and for said County, in said State, hereby certify that James O. Whitfield
Whose name as Mayor of the City of Leeds, Alabama a municipal corporation is signed to the
foregoing conveyance, and who is known to me, acknowledge before me on this day that, being informed of the contents of the
conveyance, 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 15th day of October, 2008.

Carol Reed
Notary Public

My Commission Expires
12-28-2009

STATE OF ALABAMA, ST. CLAIR COUNTY
I hereby certify that no mortgage tax or deed
tax has been collected on this instrument.

Mike Bowling
Judge of Probate

"NO TAX COLLECTED"

2013 2399
Recorded in the Above
DEED Book & Page
03-07-2013 10:54:36 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

EXHIBIT A

TRACT No. 1 -
City of Leeds - Commercial Roadway Improvements
Project - Highway 411
Project No. 08-023

Owner:
City of Leeds, Alabama
8373 1st Avenue SE
Leeds, AL 35094

STATE OF ALABAMA
COUNTY OF ST. CLAIR

A parcel of land situated in the NE ¼ of Section 15, Township 17 South, Range 1 East, St. Clair County, AL and more particularly described as follows:

Commence at the NE Corner, of the NE ¼ of the NE ¼, Section 15, Township 17 South, Range 1 East, St. Clair County, AL; Thence westerly along the north line of said section 15 a distance of 1844.50 feet to a point on the western Right of Way for U.S. Highway 411; thence N 88°36'20" W (assumed bearing) along the North line of Said Section 15 a distance of 500.89 feet to the point on beginning; thence S 28°57'39" W a distance of 41.64 feet to a point on a curve of a curve left with a radius of 255.00', with a delta angle of 27°48'10", with a chord bearing of S 15°03'34" W, and with a chord length of 122.53'; thence along the arc of said curve 123.74'; thence S 01°09'29" W a distance of 207.83 feet to a point on the North Right of Way for Santa Fe Way; thence S 87°45'37" E along said right of way a distance of 55.01 feet; thence N 01°09'29" E a distance of 219.83 feet; thence S 88°50'31" E a distance of 5.31 feet to a point on a curve of a curve right with a radius of 195.00', with a delta angle of 24°34'55", with a chord bearing of N 16°40'11" E, and with a chord length of 83.02'; thence along the arc of said curve 83.66'; thence N 28°57'39" E a distance of 57.81 feet to a point on a curve of a curve right with a radius of 25.00', with a delta angle of 62°26'01", with a chord bearing of N 60°10'39" E, and with a chord length of 25.91'; thence along the arc of said curve 27.24' to a point on the North Line of Said Section 15; thence N 88°36'20" W along said North Line a distance of 82.83 feet to the point of beginning.

Said Parcel contains 21,430.5 square feet or 0.492 acres more or less.

2013 2400
Recorded in the Above
DEED Book & Page
03-07-2013 10:54:36 AM

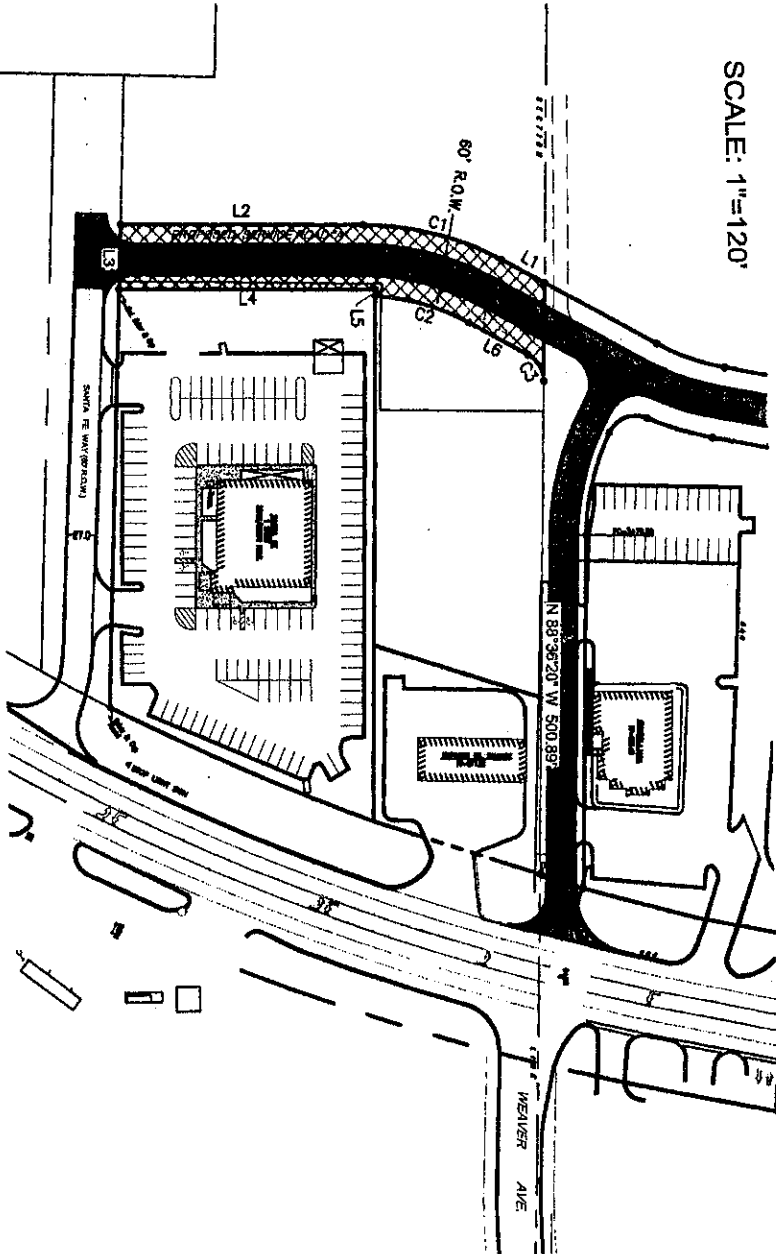


SCALE: 1"=120'

2013 2401
Recorded in the Above
DEED Book & Page
03-07-2013 10:54:36 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	255.00'	123.74'	122.53'	S 15°03'34" W	27°48'10"
C2	195.00'	83.66'	83.02'	N 16°40'11" E	24°34'55"
C3	25.00'	27.24'	25.91'	N 60°10'39" E	62°26'01"

LINE	BEARING	DISTANCE
L1	S 28°57'39" W	41.84'
L2	S 01°09'28" W	207.83'
L3	S 87°45'37" E	55.01'
L4	N 01°09'28" E	219.83'
L5	S 88°50'31" E	5.31'
L6	N 28°57'39" E	57.81'
L7	N 88°36'20" W	82.83'



TRACT No. 1 -
City of Leeds - Commercial Roadway Improvements
Project - Highway 411
Project No. 08-023

Owner:
City of Leeds, Alabama
8373 1st Avenue SE
Leeds, AL 35094

Book/Pg: 2013/2399
Term/Cashier: S REDH08 / Dorish
Tran: 7129.196861.28284
Recorded: 03-07-2013 10:55:43
CER Certification Fee
MIX NO TAX COLLECTED
PJF Special Index Fee
REC Recording Fee
Total Fees: \$ 18.50

SPENCER ENGINEERING, INC.
3237 Loma Road Birmingham, AL 35216

1.00
1.00
5.50
9.00

STATE OF ALABAMA
ST. CLAIR COUNTY

PERMANENT EASEMENT FOR
UTILITIES AND ACCESS

THIS INDENTURE, made and entered into this 11 day of May, 1999, by and between Colette Rowe, an unmarried woman, hereinafter sometimes called the Grantor, as party of the first part, and City of Leeds, Alabama, a municipal corporation, hereinafter called the "City", as the party of the second part,

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid to the Grantor by the City, the receipt whereof is hereby acknowledged, Grantor herein does hereby grant, bargain, sell and convey unto said City of Leeds, Alabama, its successors and assigns, the right for all purposes presently, and from time to time in the future as the City may elect, to lay, construct, install, repair, maintain, operate, use, remove, change the size of, relocate and replace at will, utility lines or pipes of such size and character as the City may elect, together with all connections and other appurtenances necessary, convenient, or useful in the construction, use or operation of such utility lines and access on, over, across, under or through the following described strip of land in St. Clair County, Alabama, to-wit:

Commence at the NW corner of the NE1/4 of the NE1/4 of Section 15, Township 17 South, Range 1 East; thence run in an easterly direction along the North line of said 1/4 1/4 section a distance of 66.25 feet to the point of beginning; thence continue along last described course a distance of 9.44 feet; thence turn an angle of 52 deg. 36' 10" to the right and run in a southeasterly direction a distance of 14.40 feet to a point on a curve to the right, said curve to the right having a radius of 225.00 feet and being subtended by a central angle of 5 deg. 26' 27"; thence turn an angle of 92 deg. 43' 13" to the right to chord of said curve to the right and run in a southwesterly direction along the arc of said curve to the right a distance of 21.37 feet to a point on the northerly line of James Dewey Wilson tract; thence from chord of said curve turn an angle of 32 deg. 42' 05" to the right and run in a westerly direction along the North line of James Dewey Wilson tract a distance of 15.77 feet; thence turn an angle of 90 deg. 00' to the left and run in a southerly direction along the West line of James Dewey Wilson tract a distance of 8.28 feet to a point on a curve to the right, said curve to the right having a radius of 225.0 feet and being subtended by a central angle of 20 deg. 46' 57"; thence turn an angle of 74 deg. 56' 47" to the right to chord of said curve to the right and run in a southwesterly direction along the arc of said curve to the right a distance of 81.61 feet to the end of said curve to the right, thence at tangent to said curve continue in a southwesterly direction for a distance of 14.0 feet; thence turn an angle of 90 deg. 00' to the right and run in a northwesterly direction a distance of 20.0 feet to the southerly right of way line of Hankins Avenue Northeast; thence turn an angle of 90 deg. 00' to the right and run in a northeasterly direction along said right of way line a distance of 14.0 feet to the point of beginning of a curve to the left, said curve to the left having a radius of 205.00 feet

89904090 S DEED
05/26/1999 02:05P
Wallace Wyatt Jr, Judge of Probate

and being subtended by a central angle of 28 deg. 39' 43"; thence run along the arc of said curve a distance of 102.55 feet to the point of beginning, said parcel containing 2,540.0 square feet, more or less

together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including, but not limited to, the following: the right of ingress and egress from said strip of land over adjoining lands of the Grantor with necessary tools and equipment; the right to waste earth taken on installation of the utility lines and not used in backfilling on the land of the Grantor adjoining the above described strip of land; the right during any period of construction or installation to enter on and use the land of the Grantor immediately adjacent to the above described strip of land with construction equipment necessary or convenient to said construction, together with the right to temporarily store thereon earth taken from the ditch or trench where the lines are to be installed.

Conveyance is subject to the SouthTrust Mortgage lien and Grantors are responsible to obtain the release of the SouthTrust Mortgage lien to the satisfaction of the City of Leeds.

It is further mutually understood and agreed by and between the parties hereto as follows:

1. The Grantor especially reserves the use and enjoyment of the premises described herein, but such use and enjoyment shall be in such manner as not unreasonably to interfere with the use thereof by the City, its successors or assigns, under the grant herein set forth.
2. If the City, its successors and assigns, should permanently abandon the use of said right of way for all of the purposes stated, then the easements herein granted and all right incident thereto shall terminate.
3. Whenever the term "Grantor", or the expression "party of the first part", is used herein, the singular shall include the plural and such term or expression shall include all the parties of the first part, whether one or more than one.
4. For the consideration above stated, Grantor does consent to the construction or reconstruction of utility lines and access within the boundaries of the above described easement or right of way and does release the City from any claim, presently or in the future, of any damages pursuant to Section 235 of the Constitution of Alabama which might arise or be claimed as a result of the construction or enlargement of the improvements constructed therein.

TO HAVE AND TO HOLD unto the City of Leeds, Alabama, its successors and assigns.

S9904090 S DEED 02:05P
05/26/1999
Wallace Wyatt Jr, Judge of Probate

IN WITNESS WHEREOF, the party of the first part, Grantor herein, has executed, or caused to be executed, on the day and year first above written.

Colette Rowe
Colette Rowe

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, hereby certify that Colette Rowe, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of May, 1999.

Quie W. Jordan
Notary Public

My Commission Expires: 4-23-2000

89904090 S DEED 02:05P
05/26/1999
Wallace Wyatt Jr, Judge of Probate

St. Clair County, AL
Wallace Wyatt Jr, Judge of Probate
Date 05/26/1999
Deed Tax = \$0.00
Mortgage Tax = \$0.00
Recording = \$14.00
By: Deputy Clerk

STATE OF ALABAMA
ST. CLAIR COUNTY

PERMANENT EASEMENT FOR
UTILITIES AND ACCESS

THIS INDENTURE, made and entered into this 11 day of May, 1999, by and between James Dewey Wilson and wife, Francine Wilson, hereinafter sometimes called the Grantor, as party of the first part, and City of Leeds, Alabama, a municipal corporation, hereinafter called the "City", as the party of the second part,

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid to the Grantor by the City, the receipt whereof is hereby acknowledged, Grantor herein does hereby grant, bargain, sell and convey unto said City of Leeds, Alabama, its successors and assigns, the right for all purposes presently, and from time to time in the future as the City may elect, to lay, construct, install, repair, maintain, operate, use, remove, change the size of, relocate and replace at will, utility lines or pipes of such size and character as the City may elect, together with all connections and other appurtenances necessary, convenient, or useful in the construction, use or operation of such utility lines and access on, over, across, under or through the following described strip of land in St. Clair County, Alabama, to-wit:

Commence at the NE corner of the NE1/4 of the NE1/4 of Section 15, Township 17 South, Range 1 East; thence run in a westerly direction along the North line of said 1/4 1/4 section for a distance of 1056.35 feet; thence turn an angle of 91 deg. 51' 31" to the left and run in a southerly direction a distance of 16.95 feet to the NE corner of James Dewey Wilson tract; thence turn an angle of 90 deg. 00' to the right and run in a westerly direction along the North line of said James Dewey Wilson tract a distance of 194.41 feet to the point of beginning, said point of beginning being on a curve to the right, said curve to the right having a radius of 225.00 feet and being subtended by a central angle of 4 deg. 32' 09"; thence turn an angle of 27 deg. 42' 46" left to chord of said curve to the right and run along the arc of said curve to the right a distance of 17.81 feet to the westerly line of James Dewey Wilson tract; thence from chord turn an angle of 117 deg. 42' 46" to the right run in a northerly direction along the westerly line of James Dewey Wilson tract a distance of 8.28 feet to the NW corner of James Dewey Wilson tract; thence turn an angle of 90 deg. 00' to the right and run in an easterly direction along the North line of James Dewey Wilson tract for a distance of 15.77 feet to the point of beginning; said parcel containing 67.37 square feet, more or less.

together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including, but not limited to, the following: the right of ingress and egress from said strip of land over adjoining lands of the Grantor with necessary tools and equipment; the right to waste earth taken on installation of the utility lines and not used

99904092 S DEED
05/26/1999
Wallace Wyatt Jr, Judge of Probate 02:06P

in backfilling on the land of the Grantor adjoining the above described strip of land; the right during any period of construction or installation to enter on and use the land of the Grantor immediately adjacent to the above described strip of land with construction equipment necessary or convenient to said construction, together with the right to temporarily store thereon earth taken from the ditch or trench where the lines are to be installed.


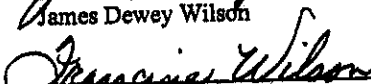
Conveyance is subject to the SouthTrust Mortgage lien and Grantors are responsible to obtain the release of the SouthTrust Mortgage lien to the satisfaction of the City of Leeds.

It is further mutually understood and agreed by and between the parties hereto as follows:

1. The Grantor especially reserves the use and enjoyment of the premises described herein, but such use and enjoyment shall be in such manner as not unreasonably to interfere with the use thereof by the City, its successors or assigns, under the grant herein set forth.
2. If the City, its successors and assigns, should permanently abandon the use of said right of way for all of the purposes stated, then the easements herein granted and all right incident thereto shall terminate.
3. Whenever the term "Grantor", or the expression "party of the first part", is used herein, the singular shall include the plural and such term or expression shall include all the parties of the first part, whether one or more than one.
4. For the consideration above stated, Grantor does consent to the construction or reconstruction of utility lines and access within the boundaries of the above described easement or right of way and does release the City from any claim, presently or in the future, of any damages pursuant to Section 235 of the Constitution of Alabama which might arise or be claimed as a result of the construction or enlargement of the improvements constructed therein.

TO HAVE AND TO HOLD unto the City of Leeds, Alabama, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, Grantor herein, has executed, or caused to be executed, on the day and year first above written.


James Dewey Wilson

Francine Wilson

89904092 S DEED
05/26/1999 02:06P
Wallace Wyatt Jr, Judge of Probate

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, hereby certify that James Dewey Wilson and Francine Wilson, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day of May, 1999.

Julie W. Jordan
Notary Public

My Commission Expires: 4-23-2000



S9904092 S DEED
05/26/1999 02:06P
Wallace Wyatt Jr, Judge of Probate

St. Clair County, AL
Wallace Wyatt Jr, Judge of Probate
Date 05/26/1999
Deed Tax = \$0.00
Mortgage Tax = \$0.00
Recording = \$14.00
By: Deputy Clerk

Ret 2
Johnston +
Connell

THIS INSTRUMENT PREPARED BY
WEATHINGTON & MOORE, P.C.
819 Parkway Drive, S.E.
Leeds, Alabama 35094

EASEMENT 89904606 S DEED 04:13P
06/11/1999
Wallace Wyatt Jr, Judge of Probate

STATE OF ALABAMA
ST. CLAIR COUNTY

THIS INDENTURE, made and entered into on this 9th day of June, 1999, by
and between Colette Rowe, an unmarried woman, hereinafter referred to as Grantor, and James
Dewey Wilson and Francine Wilson, hereinafter referred to as Grantee;

WITNESSETH:

That the Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and
other good and valuable consideration paid by the Grantee, the receipt whereof is hereby
acknowledged, does hereby grant, bargain and convey unto the Grantee, a non-exclusive
easement hereinafter described over, on, upon, under, through and across certain lands of the
Grantor in St. Clair County, for the purpose of ingress and egress, being more particularly
described as follows:

Commence at the NW corner of the NE1/4 of the NE1/4 of Section 15, Township 17 South,
Range 1 East; thence run South along the West line of said 1/4 1/4 line for 63.59 feet to a point;
thence turn 100 deg. 00' 44" left and run 38.25 feet to a point, said point being a point on the
right of way of Whitfield Avenue and the true point of beginning; thence continue along the
previous path 50.57 feet to a point; thence turn 67 deg. 00' 51" left and run 48.16 feet to a point,
said point being the point of curve to the left having a radius of 65.0 feet, central angle of 41 deg.
59' 23" and a chord length of 46.58 feet; thence travel along said arc for 47.64 feet to a point, said
point being the point of tangent of said curve; thence continue 5.05 feet to a point, said point
being the end of a 20' access easement which is described as ten (10') feet to either side of the
centerline described after the true point of beginning.

TO HAVE AND TO HOLD the same unto the said Grantee, their successors and assigns,
for the use and purpose for which said land is granted, so long as said land is used by the said
Grantee, their successors and assigns, for the use and purpose hereinabove described for which
said land is granted.

IN WITNESS WHEREOF, the said Grantor, Colette Rowe, has signed and sealed these
presents on the date first above written.

Colette Rowe
Colette Rowe

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Colette Rowe, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of June, 1999.

Catherine M. Miller

Notary Public

My Commission Expires: 11-2-02

S9904606 S DEED 04:13P
06/11/1999
Wallace Wyatt Jr, Judge of Probate

St. Clair County, AL
Wallace Wyatt Jr, Judge of Probate
Date 06/11/1999
Deed Tax = \$0.50
Mortgage Tax = \$0.00
Recording = \$11.50
By: Deputy Clerk

LAN 1187 Rev. 11/81

EASEMENT - POLE LINE, INDIVIDUAL

138 PAGE 989

471342

Job No. 150000-00 290500

STATE OF ALABAMA,

County of

ST. CLAIR

(W/e)

EUGENE O. ROWE AND WIFE CORNETTE H. ROWE

as grantor(s)

for and in consideration of the sum of

ONE AND NO/100

Dollars (\$ 1.00) to 45 in hand paid by Alabama Power Company, a corporation, the receipt whereof is hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns, the right to construct, operate and maintain its lines of poles and appliances necessary in connection therewith, as located by the final location drawing heretofore made by said Company, for the transmission of electric power with the right to set poles in line, to set in the future intermediate poles in line, to attach guy wires and anchors thereto, and to string thereon from time to time electric power wires and the right to permit other corporations and persons to attach telephone and other wires to said poles upon, over, under and across the following described lands

situated in ST. CLAIR County, Alabama:

THE SOUTH 210 FEET OF THE NORTH 236 FEET OF THE EAST 240 FEET OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER (NW 1/4 OF NE 1/4) ALSO THE SOUTH 210 FEET OF THE NORTH 236 FEET OF THE WEST 50 FEET OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER (NE 1/4 OF NE 1/4) ALL IN SECTION 15, TOWNSHIP 17 SOUTH, RANGE 1 EAST.

GRANTEE'S ADDRESS
ALABAMA POWER CO.
P. O. BOX 2641
BIRMINGHAM, AL 35201
ATTN: CORP. REAL ESTATE

This instrument prepared in
the Corporate Real Estate
Dept. of Alabama Power Co.
Birmingham, Ala.

BY R. C. GIGGINS

S. E. T. R. I.

In the event it becomes necessary or desirable for Alabama Power Company to move its lines of poles and appliances in connection with the construction or improvement of any public road or highway in proximity to its said power lines, the said Company is hereby granted the right to relocate its said lines of poles and appliances on lands of grantors hereinabove described, provided, however, the said Company shall relocate its said lines of poles at a distance not greater than ten feet outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said lines; and also the right to clear a strip extending 15 feet to either side of the center line of the line of poles and keep it cleared of all trees, undergrowth or other obstructions; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the said 30-foot strip which might interfere with or fall upon the poles, lines, or other appliances of Alabama Power Company.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, WE have hereunto set OUR hands and seal S this 17 day of JUNE, 19 85

WITNESS:

Eugene O. Rowe (Seal)Cornette H. Rowe (Seal)

(Seal)

(Seal)

(Seal)

Form 5-41167

44-11674

VOL 138 990

STATE OF ALABAMA

County of ST. CLAIR

NOTARY PUBLIC STATE AT LARGE

I, J. J. Jackson

for said County in said State, hereby certify that FORREST J. ROWE AND WIFE

COLETTE H. ROWE

whose name FORREST J. ROWE signed to the foregoing instrument and who COLETTE H. ROWE known to me, acknowledged before me on this day that being informed of the contents of the instrument THEY executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 17 day of JUNE

NOTARY PUBLIC STATE AT LARGE

J. J. Jackson



ALABAMA POWER COMPANY
TO: THE STATE OF ALABAMA
FROM: THE STATE OF ALABAMA
COUNTY: ST. CLAIR
DISTRIBUTION LINE EASEMENT
I hereby certify that the within instrument was filed in my office for record on the 17 day of JUNE 1999.
Recorded in Book 115331 Page 1
Notary Public for Alabama
J. J. Jackson
Notary Seal

ST. CLAIR COUNTY, ALA.
I CERTIFY THIS INSTRUMENT WAS FILED
888 AUG 15 PM 1:02
115331
138 989

86043
JUL 23 1999
ST. CLAIR COUNTY, ALA.
I CERTIFY THIS INSTRUMENT WAS FILED
JUL 23 1999

I, J. J. Jackson for said County in said State, hereby certify that

whose name FORREST J. ROWE signed to the foregoing instrument and who COLETTE H. ROWE known to me, acknowledged before me on this day that being informed of the contents of the instrument THEY executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the 17 day of JUNE 1999

EASEMENT - DISTRIBUTION FACILITIES
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

STATE OF ALABAMA

COUNTY OF ST CLAIR

TAX ID # _____

W.E. No. 61500-00-01843-20

Parcel No. 70125924

Transformer No. T25640

ROBERT E. BOWDEN

Alabama Power Company

P. O. Box 2641

Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That Mike H. Mantel as President of The Tack Kase - Inc.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollars (\$1.00), and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

1. **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.

2. **Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.

3. **Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

C. **PROPERTY DESCRIPTION** The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in ST CLAIR County, Alabama (the "Property"):

FOR LEGAL DESCRIPTION SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 15 day of 9, 2003.

Witness

Mike H. Mantel (Pres.) (SEAL)
(Grantor)

Witness

(Grantor) 2004 727 (SEAL)

Witness

By: DEED Book & Page (SEAL)

As:

01-22-2004 10:37:55 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by MIKE H. MARTIN
authorized representative, as of the 25 day of SEPT, 2003.

ATTEST (if corporation) or WITNESS:

THE TACK ROOM INC
(Grantor - Name of Corporation/Partnership/LLC)

By: _____
Its: _____

By: MIKE H. MARTIN (SEAL)
Its: PRESIDENT
[Indicate President, General Partner, Member, etc.]

INDIVIDUAL NOTARIES

STATE OF ALABAMA }
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on
this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____.

[SEAL]

Notary Public
My commission expires: 2004 728
Recorded in the Above
DEED Book & Page
01-22-2004 10:37:55 AM

STATE OF ALABAMA }
COUNTY OF _____

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that _____
whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on
this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____.

[SEAL]

Notary Public
My commission expires: _____

TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY

STATE OF ALABAMA }
COUNTY OF ST CLAIR

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that MIKE H. MARTIN
whose name as PRESIDENT of THE TACK ROOM INC
a INC [as _____]
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, he/she, as such _____ and with full authority, executed the same voluntarily for and as the
act of said _____ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 25 day of SEPT, 2003.

[SEAL]

[Signature]
Notary Public
My commission expires: 15 MAY 2005

For Alabama Power Company Corporate Real Estate Department Use Only

All facilities on Grantor: 1

Station to Station: _____

Robert Bowden

EXHIBIT "A"

A parcel of land located in the NW1/4 of the NE1/4 of Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama, more particularly described as follows:

Commence at the NE corner of the NE1/4 of the NE1/4 of Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence South 81 deg. 53' 58" West (assumed bearing) along the North line of said section for a distance of 1936.85 feet; thence South 08 deg. 53' 40" West for a distance of 164.04 feet to the point of beginning; thence North 81 deg. 39' 47" East for a distance of 150.00 feet to a point on the western right of way for U.S. Highway #411 and a point on a non-tangent curve to the right with a radius of 2008.71 feet, a delta angle of 7 deg. 01' 47", a chord bearing of South 14 deg. 47' 46" West, and a chord length of 246.30 feet; thence along said right of way and said arc 246.46 feet; thence South 82 deg. 44' 41" West for a distance of 353.44 feet; thence North 08 deg. 20' 13" West for a distance of 219.83 feet; thence North 81 deg. 39' 47" East for a distance of 300.14 feet to the point of beginning

1770 Ashville Rd.

Tac-Room Steak House

2004 729
Recorded in the Above
DEED Book & Page
01-22-2004 10:37:55 AM

12kV SECTIONALIZING SKETCH

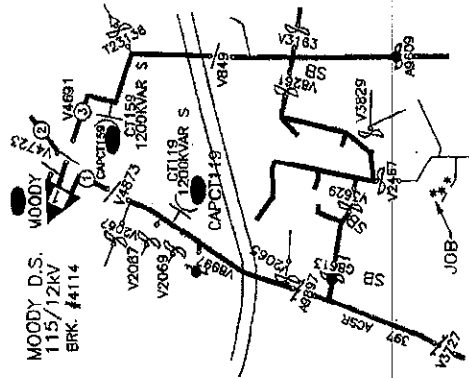
E: 1-3/4" R, 5/16" S, FRAME: 30 D.E.
ON EXIST. 60" STEEL ARM

1: 300kVA 7.2KV-120/208V. DFPN TRANSF.
PROP. LD=213kVA
1: 3-400:5 BUSHING MOUNTED CTS &
12' OF 12 CONDUCTOR METERING CABLE

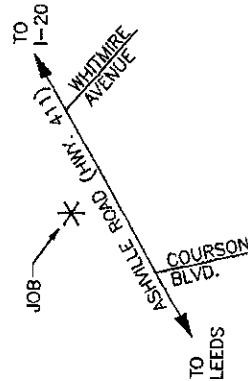
1: 1-45/4 CCA POLE
2: 1-3/4" R, 5/16" STR.
3: 3-100A. C/O DISC. SWITCHES (RISER)
FRAME: 3Ø D.E. ON 60" STEEL ARM

CUSTOMER TO PROVIDE & INSTALL 1-RUN OF 5" SCH. 40 CONDUIT IN 48" TRENCH WITH NYLON PULL STRING

CUSTOMER TO INSTALL 4 RUNS OF
4 #500 MCM COPPER



LOCATION SKETCH



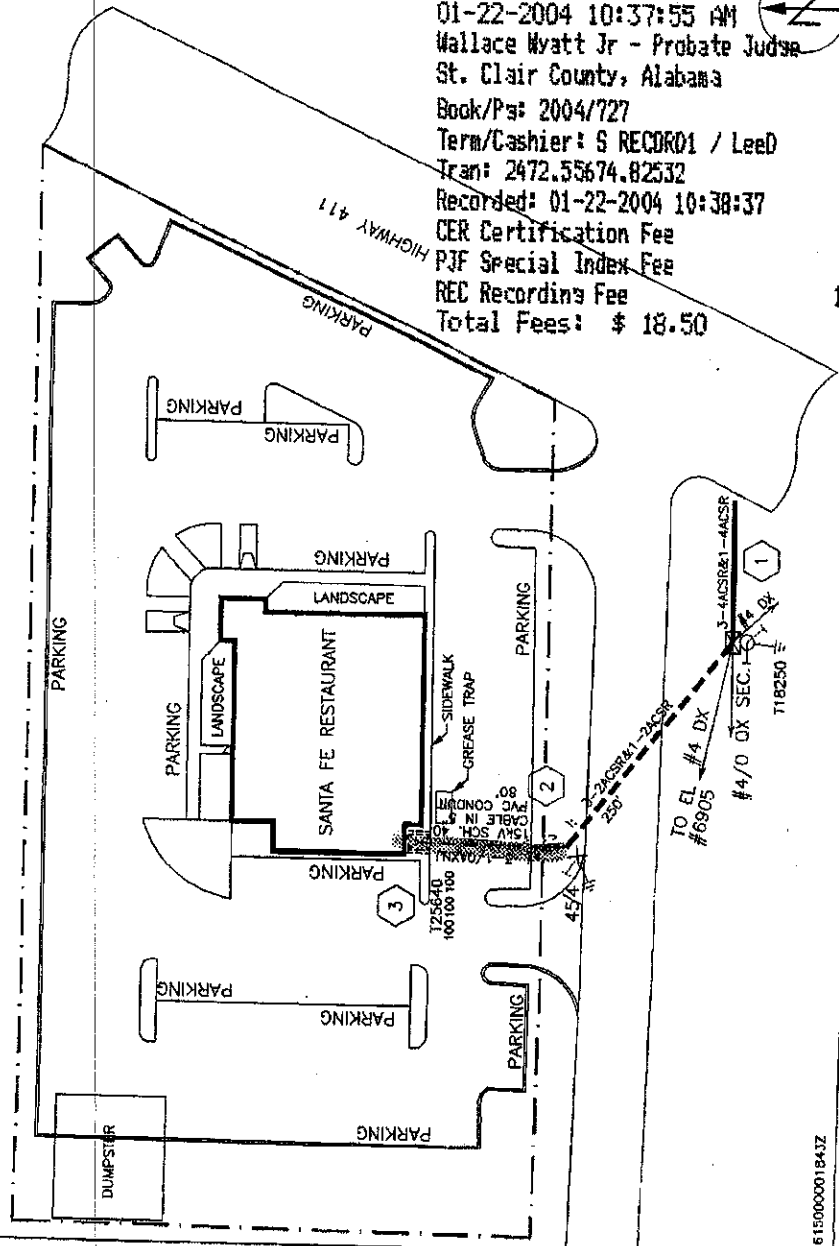
MISSALL:
1770 ASHVILLE ROAD

2/2/1950 9-29-03

ATTACHED DRAWING - MAKE NO MANUAL REVISIONS ALABAMA POWER COMPANY P.O. BOX SOUTH-EASTERN DISTRIBUTION DEPT. ENGINEERING 120/203V 34 SERVICE CO SANTA FE RESTAURANT		SCALE: 1/8" = 1'-0" SHEET 1 OF 1 SHEETS SUPERSEDES:	
DRAWING NO. 17-58-1E SEC - 15, TP - 17-58-1E DATE:		PROJECT: MCS DUNDEECK PROJECT DA/16/03 DATE:	
DRAWN BY:		CHECKED BY:	
APPROVED:		DATE:	

Total Fees: \$ 18.50

1.00
5.50
12.00



61500000184JZ

This instrument was prepared by
(Name) JAMES E. HILL, JR.

VOL 129 PAGE 619

VOL 129 PAGE 755

(Address) 819 Parkway Drive SE Leeds, Alabama

Form 1-1-57 Rev. 1-58

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

St. Clair COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO HUNDRED FORTY THOUSAND ONE HUNDRED SIXTY SIX AND 72/100
(\$240,166.72) DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I
or we,

E. E. MARTIN and wife, IRENE A. MARTIN

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

CITY OF LEEDS, A Municipal Corporation

(herein referred to as grantee, whether one or more), the following described real estate, situated in
St. Clair County, Alabama, to-wit:

A part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and a part of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15, Township 17 South, Range 1 East, and being more particularly described as follows: Commence at the NE corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 15, Township 17 South, Range 1 East, Thence west along the north line of said $\frac{1}{4}$ Section 520.75 Ft. to the northwesterly right of way of Highway #411, Thence continue west along said $\frac{1}{4}$ Line 150.00 Ft. to the point of beginning of tract herein described, Thence 72° 46' 07" to the left in a southwesterly direction 150.00 ft. Thence 107° 13' 53" to the left and parallel with the north line of said $\frac{1}{4}$ Section 150.00 Ft. to the northwesterly right of way of Highway #411, said point being on a curve to the right having a radius of 2008.70 Ft. a central angle of 15° 53' 18", Thence 109° 22' 18" to the right from the tangent of said curve Thence along the arc of said curve in a southwesterly direction 557.03 Ft. Thence 54° 19' 11" to the right from the tangent of said curve in a westerly direction 1010.30 Ft. to the southeasterly right of way of Old Ashville-Montevallo Road, Thence 103° 49' 13" to the right in a northeasterly direction along said right of way, 411.92 ft. to the north line of a 50.00 Ft. Buffer Zone, Thence 76° 36' to the right along the north line of said Buffer Zone, 200.00 Ft. to the west line of a 30.00 Ft. Buffer Zone, 76° 36' to the left along the west line of said Buffer Zone, 100.00 Ft. to the north line of a 30.00 Ft. Buffer Zone, Thence 76° 36' to the right along the north line of said Buffer Zone 50.00 Ft. to the west line of a 30.00 Ft. Buffer Zone, Thence 76° 36' to the left 150.00 Ft. to the north line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ Thence 76° 36' to the right along the north lines of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ And NW $\frac{1}{4}$ of NE $\frac{1}{4}$ 756.05 Ft. to the point of beginning. Containing 14.41 Acres. According to survey of F. W. Meade, Land Surveyor State Reg. #9124 dated the 27th Day of December, 1982.

See Reverse

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seal(s), this 6th day of January, 1983

(Seal)

Quentin J. Ferchard (Seal)

Gladie D. Kinn (Seal)

E. E. Martin (Seal)
E. E. MARTIN

(Seal)

Irene A. Martin (Seal)
IRENE A. MARTIN

STATE OF ALABAMA

St. Clair COUNTY

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that E. E. Martin and wife, Irene A. Martin whose name ARE signed to the foregoing conveyance, and who ARE known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of January, A. D. 1983

Gladie D. Kinn
Notary Public

\$150,000.00 of the above consideration was paid from mortgage loan closed simultaneously herewith.

The previously described property is subject to the following:

1. right of way to American Telephone and Telegraph Company of Alabama as recorded in Deed Book 26-A, Page 20.
2. Right of Way to St. Clair County as may affect subject property as recorded in Deed Book 52, page 487.
3. Easement and release of damages to the State of Alabama as may affect subject property as recorded in Deed Book 71, Page 609.
4. A 30 foot Buffer Zone running into a 50 foot Buffer Zone running along the north half of the west property line as shown by the survey of F. W. Meade, dated December 27, 1982.

Irene A. Martin is one and the same as Irene Attaway Martin.

The above described property is to be used for a cemetery with the exception of that portion fronting on Alabama Highway #411 which may be used for cemetery related businesses.

104353

1983 JUN 28 AM 10:28

RECEIVED
CLERK OF COURTS
JUL 1 1983

Deed Tax
Mtg. Tax
Mile Fee
Recording Fee
Total

Exempt
Deed Tax
Mtg. Tax
Mile Fee
Recording Fee
Total

RECEIVED
CLERK OF COURTS
JUL 1 1983

1983 JUN 10 PM 2:21

104183

VOL 129 PAGE 755

VOL 129 PAGE 619

James E. Hill, Jr.
Attorney at Law
819 Parkway Drive S. E.
Leeds, Alabama 35094

RETURN TO:

TO

WARRANTY DEED

STATE OF ALABAMA,
County.

Judge of Probate

LAWYERS TITLE INSURANCE
CORPORATION
Title Insurance
BIRMINGHAM, ALA.

DEED TAX
RECORD FEE
TOTAL

THIS INSTRUMENT PREPARED BY:
WEATHINGTON & MOORE, P.C.
Post Office Box 310
Moody, Alabama 35004

Send Tax Notice To:

629 1st Ave. S.E.
Leeds, AL 35094

WARRANTY DEED

STATE OF ALABAMA
ST. CLAIR COUNTY

2002 8585
Recorded in the Above
DEED Book & Page
10-18-2002 02:43:20 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, I or we, Terry A. Martin, a married man; Donald K. Martin, a married man; Michael G. Jones, a married man by and through his Attorney in Fact, Brenda Jones; Daryl R. Jones, a married man; and Karen Davis, a married woman, (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto **City of Leeds, Alabama** (herein referred to as Grantee, whether one or more), the following described real estate, situated in St. Clair County, Alabama, to-wit:

A part of the NW1/4 of the NE1/4 and a part of the NE1/4 of NW1/4 of Section 15, Township 17 South, Range 1 East, and being more particularly described as follows: Commence at the NE corner of the NW1/4 of NE1/4 of Section 15, Township 17 South, Range 1 East, thence West along the North line of said 1/4 1/4 section 520.75 feet to the northwesterly right of way of Highway #411; thence continue West along said 1/4 1/4 line 150.00 feet to the point of beginning of tract herein described; thence 72 deg. 46' 07" to the left in a southwesterly direction 150.00 feet; thence 107 deg. 13' 53" to the left and parallel with the North line of said 1/4 1/4 section 150.00 feet to the northwesterly right of way of Highway #411, said point being on a curve to the right having a radius of 2008.70 feet a central angle of 15 deg. 53' 18", thence 109 deg. 22' 18" to the right from the tangent of said curve; thence along the arc of said curve in a southwesterly direction 557.03 feet; thence 54 deg. 19' 11" to the right from the tangent of said curve in a westerly direction 1010.30 feet to the southeasterly right of way of Old Ashville-Montevallo Road; thence 103 deg. 49' 13" to the right in a northeasterly direction along said right of way 411.92 feet to the North line of a 50.00 foot buffer zone; thence 76 deg. 36' to the right along the North line of said buffer zone 200.00 feet to the West line of a 30.00 foot buffer zone 76 deg. 36' to the left along the West line of said buffer zone 100.00 feet to the North line of a 30.00 foot buffer zone; thence 76 deg. 36' to the right along the North line of said buffer zone 50.00 feet to the West line of a 30.00 foot buffer zone; thence 76 deg. 36' to the left 150.00 feet to the North line of the NE1/4 of the NW1/4; thence 76 deg. 36' to the right along the North lines of the NE1/4 of NW1/4 and NW1/4 of NE1/4 756.05 feet to the point of beginning, containing 14.41 acres, more or less, according to survey of F.W. Meade, Alabama Reg. #9124, dated the 27th day of December, 1982.

SUBJECT TO:

1. Right of way to American Telephone and Telegraph Company of Alabama as recorded in Deed Book 26-A, page 20, Probate Office of St. Clair County, Alabama
2. Right of way to St. Clair County as recorded in Deed Book 52, page 487, said Probate Office.

3. Easement and release of damages to the State of Alabama as recorded in Deed Book 71, page 609, said Probate Office.
4. 30 foot buffer zone running into a 50 foot buffer zone running along the North half of the West property line as shown by the survey of F.W. Meade dated December 27, 1982.

The above named grantors are all the heirs at law of E.E. Martin, who departed this life on or about 9/11/85, and Irene A. Martin, who departed this life on or about 5/9/86.

The above described property does not constitute the homesteads of grantors nor that of their spouses.

THE PURPOSE OF THIS DEED IS TO REMOVE THE RESTRICTION CONTAINED IN THAT CERTAIN DEED FROM E.E. MARTIN AND WIFE, IRENE A. MARTIN, TO THE CITY OF LEEDS, DATED JANUARY 6, 1983, AND RECORDED IN VOLUME 129, PAGE 619, AND RE-RECORDED IN VOLUME 129, PAGE 755, IN THE PROBATE OFFICE OF ST. CLAIR COUNTY, ALABAMA, PELL CITY DIVISION, WHICH STATES THAT THE ABOVE DESCRIBED PROPERTY IS TO BE USED FOR A CEMETERY WITH THE EXCEPTION OF THAT PORTION FRONTING ON ALABAMA HIGHWAY 411 WHICH MAY BE USED FOR CEMETERY RELATED BUSINESSES.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said Grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims of all persons.

21 IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this day of June, 2002.

Terry A. Martin
Terry A. Martin

Donald K. Martin
Donald K. Martin

Michael G. Jones by Brenda Jones
Michael G. Jones by Brenda Jones, his
Attorney in Fact

2002 8586
Recorded in the Above
DEED Book 8 Page
10-18-2002 02:43:20 PM

Daryl R. Jones
Daryl R. Jones

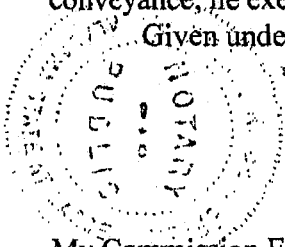
2002 6587
Recorded in the Above
DEED Book & Page
10-18-2002 00:43:20 PM

Karen Davis
Karen Davis

STATE OF ALABAMA
Marshall COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Terry A. Martin, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of June, 2002.



Barbara R. Brinkfield
Notary Public

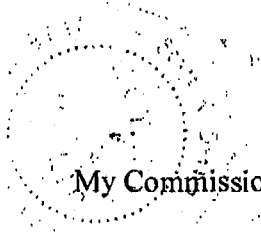
BARBARA R. BRINKFIELD
Notary Public, AL State at Large
My Comm. Expires Jan. 24, 2004

My Commission Expires:

STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Donald K. Martin, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of June, 2002.



Senja K. Whelan
Notary Public

My Commission Expires: 6/1/06

STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brenda Jones, whose name(s) as Attorney in Fact for Michael G. Jones is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such Attorney in Fact and with full authority

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of June, 2002.

Sanja K. Hanner
Notary Public

My Commission Expires: 6/1/06

STATE OF ALABAMA
ST. CLAIR COUNTY

2002 8588
Recorded in the Above
DEED Book & Page
10-18-2002 02:43:20 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Daryl R. Jones, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of June, 2002.

Sanja K. Hanner
Notary Public

My Commission Expires: 6/1/06

STATE OF ALABAMA
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Karen Davis, whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of June, 2002.

Sanja K. Hanner
Notary Public

My Commission Expires: 6/1/06

Book/Pg: 2002/8585
Term/Cashier: S RECORD1 / LeeD
Tran: 1856.35797.52670
Recorded: 10-18-2002 14:44:21
CER Certification Fee 1.00
PJF Special Index Fee 2.50
REC Recording Fee 16.00
Total Fees: \$ 22.50

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA

VOL 52 PAGE 487

St. Clair County

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ and wife _____

County and State aforesaid, in and for the consideration of one dollar (\$1.00) in hand paid by _____ St. Clair County the receipt whereof is hereby acknowledged and for the further consideration of the benefit accruing to us and to the public from the construction or improvement of a public road through our lands, in _____ St. Clair County, do hereby give, grant, bargain, sell and convey unto _____ St. Clair County, its successors or assigns, a Right-of-Way hereinafter described, over and across our said lands in _____ St. Clair County, Ala., for a public road; which right-of-way shall be _____ 75 feet in width on _____ each side of the center line of said road, as it is now located and staked out by the State Highway Department or as much of our lands as is required to make a _____ 150 foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows, to-wit: and as shown by the Right-of-Way Map of Federal Project No. I-204-1(1), as recorded in the office of the Probate Judge, St. Clair County, Alabama, more particularly described as follows:

A strip of land 150 feet in width, lying 75 feet on each side of the centerline of a survey for the relocation of Alabama Highway No. 25, more particularly described as follows:

Beginning at the north property line, which is approximate Station 51+40 on said relocation centerline; thence in a southwesterly direction a distance of 700 feet, more or less, to the south property line, which is approximate Station 58+40 on said relocation centerline and the point of ending.

Said strip of land lying in NW¹/₄ of ME¹/₄, Section 15, T17S, R1E, and containing 2.41 acres, more or less, excepting that portion of the Frank Brantley property (Tract No. 21) which is included in above description.

To Have and To Hold by _____ St. Clair County, or its Assigns, and for and in consideration of the benefit to our property by reason of the construction or improvement of said road, we hereby release the _____ aforesaid, and all of its employees and officers, and the State of Alabama and all of its employees and officers from all consequential damages, present or prospective, to our property, arising out of the construction, improvement, maintenance or repair of said road, and that said road is a benefit to our property is hereby admitted and acknowledged. All agreements covering the moving, relocating and/or changing of the buildings and/or structures located wholly or partially on the above described right-of-way shall be in writing and approved by the State Highway Department before same shall be valid and binding on the said State Highway Department. The grantor hereby grants permission with right of ingress and egress to grantor's adjoining property at any time during construction period of project for purpose of moving grantor's buildings and/or structures from the above described right-of-way.

In witness whereof, we have hereunto set our hands and seal this the _____ day of _____ 1957.

Witness: _____
_____ E. E. Martin (Seal)
_____ Irene A. Martin (Seal)

ACKNOWLEDGMENT FOR INDIVIDUAL

STATE OF ALABAMA

State of Large County Vol 52 Page 488
I, Alvan A. Ireland, a Notary Public in and for said
County, in said State hereby certify that E. E. Martin and Miss Irene A. Martin
whose names are signed to the foregoing conveyance, and who are known
to me, acknowledged before me on this day that, being informed of the contents of
this conveyance, they executed the same voluntarily on the day the same
bears date.

Given under my hand this 22 day of June, A.D. 1957.
Alvan A. Ireland
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR WIFE

STATE OF ALABAMA

State of Large County Vol 52 Page 488
I, Alvan A. Ireland, a Notary Public in and for said
State and County, do hereby certify that on 22 day of June, 1957
came before me the within named Irene A. Martin, known to me
to be the wife of E. E. Martin who being examined
separately and apart from her husband, touching her signature to the within con-
veyance, acknowledged that she signed the same of her own free will and accord
and without fear, constraint or threats on the part of her husband.

In witness hereof, I hereunto set my hand this the 22 day of
June 1957,
Alvan A. Ireland
Notary Public
(Official Title)

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

County
I, _____, a _____ in and for said
County, in said State, hereby certify that _____
whose name as _____ of the _____
Company, a corporation, is signed to the foregoing conveyance, and who is known to
me, acknowledged before me on this day that, being informed of the contents of the
conveyance, he, as such officer and with full authority, executed the same volun-
tarily for and as the act of said corporation.

Given under my hand this _____ day of _____, A.D. 19____
I hereby certify that _____
collected on this instrument.
W. J. Gorman
Judge of Probate
(Official Title)

Notary Seal - State of Alabama

STATE OF ALABAMA
to
County of ST. CLAIR, Ala.
RIGHT-OF-WAY FOR PUBLIC ROAD
3

STATE OF ALABAMA
County of ST. CLAIR
I, W. J. Gorman
Judge of Probate in and for said State and
County, hereby certify that the within con-
veyance was filed in my office at 3
o'clock P. M., on the 1 day of
FEB 1 1958
recorded in Deed Record Page 487
Dated Feb 1 day of Feb, 1958
W. J. Gorman
Judge of Probate
ST. CLAIR
Collected 2.00
for 1.05
1.55

STATE OF ALABAMA
 BE CLAIR COUNTY
 I, M. W. FORMAN, JUDGE
 OF PROBATE FOR SAID COUNTY, HEREBY CERTIFY THAT
 THE FOLLOWING CONVEYANCE WAS FILED IN MY OFFICE
 THE WITHIN DEED BEING A DEED IN FULL PAYMENT
 OF THE WITHIN DEED BEING A DEED IN FULL PAYMENT
 OF THE WITHIN DEED BEING A DEED IN FULL PAYMENT
 M. W. FORMAN,
 JUDGE OF PROBATE

NOTARY & CO. BIRMINGHAM

\$1.00

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF ALABAMA

One and no/100 Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in

1/2 of NW 1/4 of NE 1/4 and N 1/2 of NE 1/4 of NW 1/4 of Sec. 15

Map 175, & R. 15, County of *St. Clair*, and State of *Alabama*, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and within five feet thereof; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires, circuits and appurtenances of any other company. The

North boundary of said one rod strip shall be a line parallel to and *5* feet *North* of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for

them selves their heirs, executors, administrators, successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.

Signed and sealed this *29th* day of *March*, 19*14*, at *Eden Route #1, Ala.*

Witness:

John Richter

E. E. Martin

(Seal)

John Richter

Hene Martin

(Seal)

(Seal)

(Seal)

ALABAMA — INDIVIDUAL FORM

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public, hereby certify that _____, whose name(s)

is (are) signed to the foregoing conveyance and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand this the _____ day of _____, 19____.

_____, Notary Public.

ALABAMA — JOINT FORM

STATE OF ALABAMA, *Jefferson* COUNTY.

I, *J. H. Griffin*, a Notary Public, hereby certify that _____ and _____

his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I further certify that the said *Hene Martin*, known to me to be the wife of the said *E. E. Martin*, who, being examined separate and apart from the husband touching her signature to said conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand this the *15th* day of *Feb*, 19*15*.

My Comm. expires 3/29/18. (Seal) *J. H. Griffin*, Notary Public.

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA, _____ COUNTY.

I, _____, in and for said County, in said State, hereby certify that _____, whose name as _____

_____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily

Given under my hand this _____ day of _____, 19____.

My Commission expires _____

STATE OF ALABAMA, COUNTY OF ST. CLAIR.

I, M. W. Forman, Judge of Probate in and for said State and County, hereby certify that the within conveyance was filed in my office at _____ o'clock *11* A.M., on the *20* day of *Feb*, 19*15*, and duly recorded in Deed Record *26-A*, page *20*

Dated *20* day of *Feb*, 19*15*

M. W. Forman, Judge of Probate, St. Clair County, Alabama.

SEND TAX NOTICE TO:

(Name) _____

This instrument was prepared by

(Address) _____

(Name) Vernon N. Schmitt, Attorney at Law(Address) P. O. Box 521, Leeds, AL 35094

Form 1-1-3 Rev. 5/82

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

ST. CLAIR

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of TEN AND NO/100----- (\$10.00)----- DOLLARS

and other good and valuable consideration

to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we,

EUGENE J. ROWE AND WIFE, COLETTE ROWE,

(herein referred to as grantors) do grant, bargain, sell and convey unto

JAMES DEWEY WILSON AND WIFE, FRANCINE ROWE WILSON,

(herein referred to as GRANTEEES) as joint tenants, with right of survivorship, the following described real estate situated in

St. Clair

County, Alabama to-wit:

A parcel of land lying in the NE $\frac{1}{4}$; NE $\frac{1}{4}$; Section 15; T17S; R1E, and more particularly described as follows:

From a point 26.0 feet south of the northwest corner of the said NE $\frac{1}{4}$; NE $\frac{1}{4}$; run N88° 15' E along a line that is parallel to the north boundary line of said Section 15 a distance of 50.0 feet to an iron marker, the point of beginning. Thence continue easterly along the same line a distance of 210.0 feet to an iron marker. Thence run S 1° 45' E a distance of 210.0 feet to an iron marker. Thence run S 88° 15' W a distance of 210.0 feet to an iron marker. Thence run N 1° 45' W along a line that is 50.0 feet east of, and parallel to, the west boundary line of said NE $\frac{1}{4}$; NE $\frac{1}{4}$; a distance of 210.0 feet to the point of beginning.

Said parcel of land lies in the said NE $\frac{1}{4}$; NE $\frac{1}{4}$; Section 15; T17S; R1E, and contains 1.0 acres, more or less.

ALSO:

A permanent easement of access for ingress and egress to and from the premises described above across the following described real property, to-wit: A 26.0 foot wide strip of land 260.0 feet long lying in the NE $\frac{1}{4}$; NE $\frac{1}{4}$; Section 15; T17S; R1E, and more particularly described as follows:

Starting at the northwest corner of the said NE $\frac{1}{4}$; NE $\frac{1}{4}$; which is the point of beginning, run N88° 15' E along the north boundary line of said Section 15 a distance of 260.0 feet to a point. Thence run S 1° 45' E for 26.0 feet to an iron marker. Thence run S88° 15' W for 260.0 feet to a point on the west boundary line of the said NE $\frac{1}{4}$; NE $\frac{1}{4}$. (CONTINUED ON REVERSE)

TO HAVE AND TO HOLD unto the said GRANTEEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantee herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantee herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE have hereunto set OUR hand(s) and seal(s), this 8thday of November, 1984.

WITNESS:

Joyce M. Replinger (Seal)Eugene J. Rowe (Seal)
Eugene J. RoweJoyce M. Replinger (Seal)Colette Rowe (Seal)Joyce M. Replinger (Seal)Colette Rowe (Seal)
Colette Rowe

STATE OF ALABAMA

ST. CLAIR

COUNTY

I, the undersignedhereby certify that Eugene J. Rowe and wife, Colette Rowe, a Notary Public in and for said County, in said State.

whose name(s) ARE signed to the foregoing conveyance, and who ARE known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8thday of NovemberJoyce M. ReplingerA.D. 1984
Notary Public.

Thence run N 1° 45' W along the said west boundary line of the said NE¼; NE¼ a distance of 26.0 feet to the point of beginning.

Said parcel of land lies in the said NE¼; NE¼; Section 15; T17S; R1E, and contains 0.16 acres, more or less. AND a parcel of land lying in the NW¼; NE¼; Section 15, T17S; R1E, and more particularly described as follows:

Starting at the northeast corner of the said NW¼; NE¼; Section 15; T17S; R1E, which is the point of beginning, run westerly along the north boundary line of said Section 15 a distance of 240.0 feet to a point. Thence run S 1° 45' E a distance of 26.0 feet to a point. Thence run N 88° 15' E a distance of 240.0 feet to a point on the east boundary line of the said NW¼; NE¼. Thence run N 1° 45' W along the said east boundary line of said NW¼; NE¼ a distance of 26.0 feet to the point of beginning.

Said parcel of land lies in the said NW¼; NE¼; Section 15; T17S; R1E, and contains 0.14 acres (6,240 square feet) more or less.

112244

Dead For 1.50
Map Tax
Misc Fee
Recording Fee 50.00
Total 51.50

RECEIVED
NOV 10 11 59 23
U.S. DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SALT LAKE CITY, UTAH
OFFICE OF THE REGISTRAR

(VOL. 135 PAGE 963

RETURN TO

EUGENE J. ROBE AND WIFE,

COLETTE ROBE,

TO

JAMES DENEY WILSON AND WIFE,

FRANCINE ROBE WILSON.

WARRANTY DEED

JOINTLY FOR LIFE WITH REMAINDER
TO SURVIVOR

THIS FORM FROM
LAWYERS TITLE INSURANCE CORP.

THE INSURANCE
BIRMINGHAM, ALA.

2007 14628
Recorded in the Above
MORTGAGE Book & Page
03-15-2007 02:03:21 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

PREPARED BY AND TO BE RETURNED TO:

Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
Attn: Peggy A. Richter, Esq.

THIS DOCUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO ALA. CODE § 7-9-402 (1975), AS AMENDED, AND SHOULD BE INDEXED IN THE FINANCING STATEMENTS UNDER THE NAMES OF THE BORROWER, AS DEBTOR, AND THE LENDER, AS SECURED PARTY.

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of the 7th day of March, 2006, by SPIRIT MASTER FUNDING III, LLC, a Delaware limited liability company (sometimes referred to herein as "Borrower" or "Grantor"), whose address is 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711, to and for the benefit of CITIBANK, N.A., whose address is 388 Greenwich Street, Floor 14, New York, New York 10013, in its capacity as collateral agent (referred to herein as the "Collateral Agent") for the Noteholders (as defined below) (any such Noteholders and its respective successors and assigns shall be referred to herein as the "Lender").

PRELIMINARY STATEMENT:

The capitalized terms used in this Mortgage, if not elsewhere defined in the first paragraph above or in Article I of this Mortgage shall have the meaning given such terms in the Collateral Agency Agreement. Borrower holds the fee simple interest in the Mortgaged Property, subject to the Permitted Exceptions. Borrower is executing this Mortgage for the purpose of granting all of the interest of Borrower in and to the Mortgaged Property (as defined in the Granting Clauses below) as security for the payment of the Obligations including, without limitation, repayment of all amounts due under the Note (as such Note, together with any amendments thereto, may be extended, restated or otherwise modified as provided therein). The Mortgaged Property shall be and remain subject to the lien of this Mortgage and shall constitute security for the Obligations so long as the Obligations shall remain outstanding.

THIS DOCUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING AND SHOULD BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF THE BORROWER AS DEBTOR, AND THE COLLATERAL AGENT, AS SECURED PARTY.

4836-7575-2961.1
Spirit/Santa Fe Cattle
Mortgage - Alabama
1770 Ashville Rd., N.E., Leeds, AL 35094
5898/02-5011

GRANTING CLAUSES:

Borrower, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby create a security interest in, mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey unto the Lender and to its successors and assigns WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of the Collateral Agent as agent for the Lender, and its successors and assigns, all of Borrower's estate, right, title and interest in, to and under the Land (hereinafter defined), the Improvements (hereinafter defined) and any and all of the following property (together with the Land and the Improvements, collectively the "Mortgaged Property"), whether now owned or hereafter acquired, subject only to the Permitted Exceptions:

Mortgaged Property, Rents and Derivative Interests

All rents, issues, profits, royalties, income and other benefits derived by Borrower from the property comprising the Mortgaged Property and the Personal Property (as defined below) or any portion thereof and any and all lump-sum payments made in connection with the early termination of any Lease (collectively, the "Rents"); all leases or subleases covering the Mortgaged Property and the Personal Property or any portion thereof now or hereafter existing or entered into (collectively, "Leases" and individually, a "Lease"), including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature and all guaranties relating to the Leases; all options to purchase or lease the Mortgaged Property and the Personal Property or any portion thereof or interest therein, and any greater estate in the Mortgaged Property; all interests, estate or other claims, both in law and in equity, with respect to the Mortgaged Property and the Personal Property or any portion thereof; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all land lying within the right-of-way of any street, open or proposed, adjoining the Mortgaged Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Mortgaged Property;

Personal Property

All tangible personal property owned by the Borrower and now or at any time hereafter located on or at the Mortgaged Property or used in connection therewith, including, without limitation, all machinery, appliances, furniture, equipment and inventory (the "Personal Property"), but excluding any Personal Property owned by the Lessee under any Lease other than as pledged as security under such Lease;

Intangibles

All existing and future accounts, contract rights, including, without limitation, with respect to equipment leases, general intangibles, files, books of account, agreements, franchise, license and/or area development agreements, distributor agreements, indemnity agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the property comprising the Mortgaged Property or any portion thereof, whether now existing or entered into or obtained after the date hereof, all existing and future names under or by which the property comprising the Mortgaged Property and the Personal Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the property comprising the Mortgaged Property or any portion thereof; and

Claims and Awards

All the claims or demands with respect to the Mortgaged Property or any portion thereof, including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto, claims under any indemnity agreement, including, without limitation, any indemnity agreement executed for the benefit of the Mortgaged Property or any portion thereof with respect to Hazardous Materials or USTs, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of

the Mortgaged Property and the Personal Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The Mortgaged Property shall include all products and proceeds of the foregoing property.

TO HAVE AND TO HOLD the Mortgaged Property hereby granted or mortgaged or intended to be granted or mortgaged, unto Collateral Agent as agent for the Lender, and its successors and assigns, upon the terms, provisions and conditions set forth herein.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS (the "Obligations"):

- (i) Payment of indebtedness evidenced by the Primary Note together with all extensions, renewals, amendments and modifications thereof;
- (ii) Payment of all other indebtedness and other sums, with interest thereon, which may be owed under, and performance of all other obligations and covenants contained in the Loan Documents, together with any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby; and
- (iii) Payment of all indebtedness and other sums, with interest thereon, which may be owed under, and performance of all other obligations under any Loan Agreement and any other Note in addition to the Primary Note contemplated in (i) above, including, without limitation all Loans and Notes issued under an Indenture from time to time.

It is the intention of the parties hereto that the Mortgaged Property shall secure all of the Obligations presently or hereafter owed, and that the priority of the security interest created by this Mortgage for all such Obligations shall be first priority and controlled by the time of proper recording of this Mortgage and shall perfect all additional amounts funded under any Loan Agreement as a future obligatory advance. In addition, this Mortgage shall also secure unpaid balances of advances made (1) under any Indenture or other Loan Agreement for payment of any fees and expenses of the Indenture Trustee or Lender otherwise in connection with the obligations of the Borrower's obligations under the Indenture or other Loan Agreement, (2) with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Property, together with interest thereon until paid at the Default Rate, all as contemplated in this Mortgage, (3) under the terms of the Collateral Agency Agreement, all of which shall constitute a part of the Obligations secured hereby. **This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Property subsequent to the date of recording of this Mortgage, that until this Mortgage is released, any debt owed to the Lender by Borrower, including advances and re-advances made under a Loan Agreement subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.**

The Loan may not be prepaid in whole or in part except as provided under the terms of the applicable Note and/or Loan Agreement. This Mortgage secures the amount of the Primary Note, however, the value of the Trust Estate covered by this Mortgage for title insurance purposes as of the date hereof is limited to \$2,300,000.00.

WHEREAS, THE MAXIMUM PRINCIPAL AMOUNT OF THE OBLIGATIONS SECURED BY THIS SECURITY INSTRUMENT AT EXECUTION OR WHICH MAY BE SECURED AT ANY TIME IN THE FUTURE UNDER ANY CONTINGENCY IS 100%, provided, that the foregoing limitation shall apply only to the lien upon the Mortgaged Property created by this Security Instrument, and it shall not in any manner limit, affect or impair any grant of a security interest or other right in favor of the Mortgagee under the provisions of the Loan Agreement or under any other security agreement at any time executed by Mortgagor, and further provided, that the limitation shall not limit the security of this Security Instrument with respect to interest on such obligations at the rates set forth in the Loan Agreement, sums to pay real estate taxes and insurance premiums, and attorneys' fees and costs with respect to the Mortgaged Property (as defined herein).

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Note and the other Loan Documents are to be executed, delivered and secured and that the Mortgaged Property is to be held and disposed of by the Collateral Agent, upon and subject to the provisions of this Mortgage and the Collateral Agency Agreement.

ARTICLE I

DEFINED TERMS

Section 1.01. *Incorporation of Other Definitions.* Capitalized terms used in this Mortgage, if not elsewhere parenthetically defined in the preamble hereto or Section 1.02 of this Mortgage, shall have the meaning given such terms in the Collateral Agency Agreement or, if no meaning is given to such terms in the Collateral Agency Agreement, in the Loan Agreement.

Section 1.02. *Definitions.* Unless the context otherwise specifies or requires, the following terms shall have the meanings specified (such definitions to be applicable equally to singular and plural nouns and verbs of any tense):

"*Collateral Agency Agreement*" means the Collateral Agency Agreement, dated as of October 13, 2006, among the Collateral Agent, Spirit Finance Corporation and Spirit SPE Warehouse Funding, LLC and certain other parties, as the same may be amended, assigned or restated from time to time.

"*Event of Default*" has the meaning set forth in Section 6.01.

"*Improvements*" means all buildings, fixtures and other improvements now or hereafter located on the Land (whether or not affixed to the Land).

"*Indemnified Parties*" means the Lender (and any agent of the Lender and Collateral Agent) (and after the date of any Notice of Assignment (as defined in the Collateral Agency Agreement) delivered pursuant to the Collateral Agency Agreement, the Indenture Trustee, if any, and any person or entity who is or will have been involved in the origination of the Loan, any person or entity who is or will have been involved in the servicing of the Loan, any person or entity in whose name the encumbrance created by this Mortgage is or will have been recorded, persons and entities who may hold or acquire or will have held a full or partial interest in the Loan, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan for the benefit of third parties), as well as the respective directors, officers, shareholders, partners, members, employees, lenders, agents, servants, representatives, contractors, subcontractors, affiliates, subsidiaries, participants, successors and assigns of any and all of the foregoing (including but not limited to any other person or entity who holds or acquires or will have held a participation or other full or partial interest in the Loan or the Mortgaged Property, whether during the term of the Loan or as a part of or following a foreclosure of the Loan and including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of Collateral Agent's or the Lender's assets and business).

"*Indenture*" means, collectively, one or more base indentures between Borrower and an Indenture Trustee, and including any supplemental indentures thereto, evidencing a Loan for the benefit of the Lender.

"*Indenture Trustee*" means an indenture trustee serving in such capacity under the terms of an Indenture.

"*Land*" means the parcel or parcels of real estate legally described in Exhibit A attached hereto, and all rights, privileges and appurtenances therewith.

"*Lease*" and "*Leases*" have the meaning set forth in the Granting Clause.

"*Loan*" means, collectively, the loans evidenced by the Primary Note and together with the loans made from time to time by a Lender to Borrower under the terms of a Loan Agreement and which are evidenced by a Note and secured by this Mortgage under the terms of any cross-collateralization provisions in such Loan Agreement.

"*Loan Agreement*" means, the Master Loan Agreement dated, October 13, 2006, between Spirit and Spirit SPE Warehouse Funding, LLC, as amended and/or restated from time to time and, after the date of any Notice of Assignment delivered pursuant to the Collateral Agency Agreement, any and all Indentures between the Borrower and an Indenture Trustee for the benefit of the Lender, pursuant to which Indenture the Lender has agreed to make loans and/or loan advances to Borrower for the financing by Borrower of the Mortgaged Property and other commercial real estate owned by Borrower identified in any Loan Agreement secured hereby, including, without limitation, after the date of such Notice of Assignment (i) certain loans and loan agreements entered into from time to time by and between the Borrower, as borrower, and an affiliate of Borrower (or such affiliate's predecessor holder of such loans), as Lender, and (ii) certain loan notes and loan advances made from time to time and issued by Borrower under one or more Indentures.

"*Loan Documents*" means the Loan Agreement, Primary Note, this Mortgage and any other document or instrument evidencing or securing the Primary Note.

"*Losses*" has the meaning set forth in Section 7.09.

"*Mortgaged Property*" has the meaning set forth in the Granting Clause.

"*Net Award*" has the meaning set forth in Section 4.01(b)(v).

"*Net Insurance Proceeds*" has the meaning set forth in Section 4.01(a)(iii).

"*Note*" means, collectively, the Primary Note and all other promissory notes issued from time to time and delivered by Borrower to or for the benefit of the Lender or its designee pursuant to a Loan Agreement and evidencing the Obligations secured by this Mortgage, and any amendments, extensions or modifications thereof.

"*Noteholder*" has the meaning set forth in the Collateral Agency Agreement.

"*Notices*" has the meaning set forth in Section 7.04.

"*Obligations*" has the meaning set forth in the Granting Clauses.

"*Outstanding Obligations*" means the sum of the outstanding principal balance of the Note and any other amounts due under the Obligations secured under this Mortgage, all accrued but unpaid interest on the Note, all other sums due under any Note, Loan Agreement and Indenture, all sums advanced by Collateral Agent under this Mortgage and all other sums due and payable under this Mortgage and the other Loan Documents corresponding to the Mortgaged Property.

"*Partial Taking*" has the meaning set forth in Section 4.01(b)(ii).

"*Personal Property*" has the meaning set forth in the Granting Clause.

"*Primary Note*" means the Master Note as defined in the Loan Agreement, as the same may be amended, assigned, restated, consolidated, extended or otherwise modified from time to time.

"*Prohibited Transaction*" has the meaning set forth in Section 3.08.

"*Recordable Documents*" has the meaning set forth in Section 3.01.

"*Rents*" has the meaning set forth in the Granting Clause.

"*Restoration*" means the restoration, replacement or rebuilding of the Mortgaged Property, or any part thereof, as nearly as possible to its value, condition and character immediately prior to any damage, destruction or Taking.

"State" means the State in which the Land is located.

"Taking" has the meaning set forth in Section 4.01(b)(i).

"Total Taking" has the meaning set forth in Section 4.01(b)(ii).

"UCC" has the meaning set forth in Section 6.02(iii).

2007 14633
Recorded in the Above
MORTGAGE Book & Page
03-15-2007 02:03:21 PM

ARTICLE II

INCORPORATION OF REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

The representations, warranties and covenants of Borrower set forth in any Note, Loan Agreement and Indenture are incorporated by reference into this Mortgage as if stated in full in this Mortgage. All representations and warranties as incorporated herein shall be deemed to have been made as of the date of this Mortgage and all representations, warranties and covenants incorporated herein shall survive the execution and delivery of this Mortgage.

ARTICLE III

COVENANTS OF BORROWER

In addition to any covenants of Borrower set forth in any Note, Loan Agreement, Indenture or any other Loan Document, Borrower hereby covenants to Collateral Agent and agrees as follows until the Obligations are satisfied in full:

Section 3.01. **Recording.** Borrower shall, upon the execution and delivery hereof and thereafter from time to time, take such actions as Collateral Agent may request to cause this Mortgage, each supplement and amendment to such instrument and financing statements with respect thereto and each instrument of further assurance (collectively, the "Recordable Documents") to be filed, registered and recorded as may be required by law to publish notice and maintain the first lien or security interest, as applicable, hereof upon the Mortgaged Property and to publish notice of and protect the validity of the Recordable Documents. Borrower shall, from time to time, perform or cause to be performed any other act and shall execute or cause to be executed any and all further instruments (including financing statements, continuation statements and similar statements with respect to any of said documents) requested by Collateral Agent for carrying out the intention of, or facilitating the performance of, this Mortgage. Collateral Agent shall be and is hereby irrevocably appointed the agent and attorney-in-fact of Borrower to comply therewith (including the execution, delivery and filing of such financing statements and other instruments), which appointment is coupled with an interest; provided, however, Collateral Agent shall not exercise such power of attorney unless Borrower has first failed to comply with this Section, and provided, further, that this sentence shall not prevent any default in the observance of this Section from constituting an Event of Default. To the extent permitted by law, Borrower shall pay or cause to be paid recording taxes and fees incident thereto and all expenses, taxes and other governmental charges incident to or in connection with the preparation, execution, delivery or acknowledgment of the Recordable Documents, any instruments of further assurance and the Note.

Section 3.02. **Use; Maintenance and Repair; Leases.** The Mortgaged Property shall be used solely as contemplated in the Lease. Borrower shall not, and shall not permit any lessee under any Lease, to convert the Mortgaged Property to an alternative use while this Mortgage is in effect without Collateral Agent's consent, which consent shall not be unreasonably withheld. Collateral Agent may consider any or all of the following in determining whether to grant its consent, without being deemed to be unreasonable: (i) whether the converted use will be consistent with the highest and best use of the Mortgaged Property, and (ii) whether the converted use will increase Collateral Agent's risks or decrease the value of the Mortgaged Property. Borrower shall comply with the Loan Documents in connection with any Lease and, if prohibited by the Loan Documents, shall not (i) enter into any Leases without Collateral Agent's prior written consent; (ii) modify or amend the terms of any Lease without Collateral Agent's prior written consent; (iii) grant any consents under any Lease, including, without limitation, any

consent to an assignment of any Lease, a mortgaging of the leasehold estate created by any Lease or a subletting by the lessee under any Lease, without Collateral Agent's prior written consent; (iv) terminate, cancel, surrender, or accept the surrender of, any Lease, or waive or release any person from the observance or performance of any obligation to be performed under the terms of any Lease or liability on account of any warranty given thereunder, without Collateral Agent's prior written consent; or (v) assign, transfer, mortgage, pledge or hypothecate any Lease or any interest therein to any party other than Collateral Agent, without Collateral Agent's prior written consent. Any lease, modification, amendment, grant, termination, cancellation, surrender, waiver or release in violation of the foregoing provision shall be null and void and of no force and effect. Unless Collateral Agent otherwise consents or elects, Borrower's title to the Mortgaged Property and the leasehold interest in the Mortgaged Property created by any Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Borrower, Collateral Agent or any other person by purchase, operation of law, foreclosure of this Mortgage, sale of the Mortgaged Property pursuant to this Mortgage or otherwise. Borrower shall (i) fulfill, perform and observe in all respects each and every condition and covenant of Borrower contained in any Lease; (ii) give prompt notice to Collateral Agent of any claim or event of default under any Lease given to or by Borrower, together with a complete copy or statement of any information submitted or referenced in support of such claim or event of default; (iii) at the sole cost and expense of Borrower, enforce the performance and observance of each and every covenant and condition of any Lease to be performed or observed by any other party thereto, unless such enforcement is waived in writing by Collateral Agent; (iv) appear in and defend any action challenging the validity, enforceability or priority of the lien created hereby or the validity or enforceability of any Lease; and (v) hold that portion of the Rents which is sufficient to discharge all current sums due under the Note for use in the payment of such sums.

Section 3.03. After-Acquired Property. All right, title and interest of Borrower in and to all improvements, alterations, substitutions, restorations and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by or released to Borrower, immediately upon such acquisition or release and without any further granting by Borrower, shall become part of the Mortgaged Property and shall be subject to the lien hereof fully, completely and with the same effect as though now owned by Borrower and specifically described in the Granting Clauses hereof. Borrower shall execute and deliver to Collateral Agent any further assurances, mortgages, grants, conveyances or assignments thereof as the Collateral Agent may reasonably require to subject the same to the lien hereof.

Section 3.04. Taxes, Assessments, Charges and Other Impositions. (a) Borrower shall do or cause to be done everything necessary to preserve the lien hereof without expense to Collateral Agent, including, without limitation, enforcing the payment obligations of the lessee under the Lease. Borrower shall pay or cause to be paid prior to delinquency any and all taxes, assessments, water and sewer charges, and other charges now or hereafter assessed against the Mortgaged Property.

(b) Borrower may, at its own expense, contest or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in subsection (a) or lien therefor, provided that (i) Borrower shall provide written notice to Collateral Agent of any contest involving more than \$10,000.00, (ii) such proceeding shall suspend the collection thereof from the Mortgaged Property or any interest therein, (iii) neither the Mortgaged Property nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iv) no Event of Default has occurred and is continuing, and (v) Borrower shall have deposited with Collateral Agent adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Borrower shall have furnished the security as may be required in the proceeding or as may be required by Collateral Agent to insure payment of any contested taxes.

Section 3.05. Insurance. Borrower shall maintain, with respect to the Mortgaged Property, at its sole expense, or cause the lessee under the Lease to maintain at such lessee's expense, the types and amounts of insurance required by the Lease.

Section 3.06. Impound Account. Upon the occurrence of an Event of Default under this Mortgage or any other Loan Document, Collateral Agent may require Borrower to pay to Collateral Agent sums which will provide an impound account (which shall not be deemed a trust fund) for paying up to the next one year of taxes,

assessments and/or insurance premiums. Upon such requirement, Collateral Agent will estimate the amounts needed for such purposes and will notify Borrower to pay the same to Collateral Agent in equal monthly installments, as nearly as practicable, in addition to all other sums due under this Mortgage. Should additional funds be required at any time, Borrower shall pay the same to Collateral Agent on demand. Borrower shall advise Collateral Agent of all taxes and insurance bills which are due and shall cooperate fully with Collateral Agent in assuring that the same are paid. Collateral Agent may deposit all impounded funds in accounts insured by any federal or state agency and may commingle such funds with other funds and accounts of Collateral Agent. Interest or other gains from such funds, if any, shall be the sole property of Collateral Agent. If an Event of Default shall occur subsequent to Collateral Agent requiring the establishment of an impound account pursuant to this Section, Collateral Agent may apply all impounded funds against any sums due from Borrower to Collateral Agent. Collateral Agent shall give to Borrower upon request an annual accounting showing all credits and debits to and from such impounded funds received from Borrower.

Section 3.07. Advances by the Lender or Collateral Agent. If the Borrower fails to perform any covenant of the Borrower contained herein, the Lender or Collateral Agent may make advances to perform any of the covenants contained in this Mortgage on Borrower's behalf and all sums so advanced (and all sums advanced pursuant to any other provision hereof) by the Lender or Collateral Agent shall be secured hereby. Borrower shall repay on demand all sums so advanced with interest thereon at the Default Rate, if any, provided for in the Loan Agreement, such interest to be computed from and including the date of the making of such advance to and including the date of such repayment, and at Collateral Agent's election, the Lender or Collateral Agent may add the amount of such advance to the principal balance of the Primary Note secured by this Mortgage.

Section 3.08. Negative Covenants. Without limiting the terms and conditions of Section 5.2 of the Loan Agreement, Borrower agrees that Borrower shall not, without the prior written consent of Collateral Agent (each, a "Prohibited Transaction"), sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer the Mortgaged Property or any part thereof or permit the Mortgaged Property or any part thereof to be sold, conveyed, mortgaged, granted, bargained, encumbered, pledged, assigned, or otherwise transferred, other than sales from inventory in the ordinary course of business and the replacement of obsolete Personal Property. A sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer within the meaning of this Section shall be deemed to include, but not limited to, (a) an installment sales agreement wherein Borrower agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments; and (b) an agreement by Borrower leasing all or any part of the Mortgaged Property (other than the Lease) or a sale, assignment or other transfer of, or the grant of a security interest in, Borrower's right, title and interest in and to any Lease or any Rents.

Collateral Agent's consent to a Prohibited Transaction shall be subject to the satisfaction of such conditions as Collateral Agent shall determine in its sole discretion, including, without limitation, (i) Borrower having executed and delivered such modifications to the terms of this Mortgage and the other Loan Documents as Collateral Agent shall request, and (ii) the proposed transferee having assumed the Note, this Mortgage and the other Loan Documents (as modified pursuant to clause (i) above). Collateral Agent shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Obligations immediately due and payable upon Borrower's sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer of the Mortgaged Property without Collateral Agent's consent, as required hereunder. The provisions of this Section shall apply to every sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer of the Mortgaged Property regardless of whether voluntary or not, or whether or not Collateral Agent has consented to any previous sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, or transfer of the Mortgaged Property.

Section 3.09. Priority of Loan Agreement. In the event that any Loan Agreement provides for any covenants or requirements that are inconsistent with the provisions of this Article III, the Loan Agreement provisions shall control.

ARTICLE IV

POSSESSION, USE AND RELEASE OF THE MORTGAGED PROPERTY

Section 4.01. *Casualty or Condemnation.* Borrower, immediately upon obtaining knowledge of any casualty to any portion of the Mortgaged Property or of any proceeding or negotiation for the taking of all or any portion of the Mortgaged Property in condemnation or other eminent domain proceedings, shall notify Collateral Agent of such casualty, proceeding or negotiation. Unless Borrower is required under the Lease to restore the Mortgaged Property or pay any Proceeds (defined below) to the lessee under the Lease, any award, compensation or other payment resulting from such casualty or condemnation or eminent domain proceeding, as applicable, shall be applied as set forth below (the "Proceeds"). If Borrower is required under the terms of the Lease to restore the Mortgaged Property or pay any Proceeds to the lessee under the Lease, the Proceeds shall be applied as provided in the Lease. Collateral Agent may participate in any condemnation or eminent domain proceeding, and Borrower will deliver or cause to be delivered to Collateral Agent all instruments reasonably requested by Collateral Agent to permit such participation.

(a) *Casualty.* (i) In the event of any material damage to or destruction of the Mortgaged Property or any part thereof, Borrower will promptly give written notice to Collateral Agent, generally describing the nature and extent of such damage or destruction. No damage to or destruction of the Mortgaged Property shall relieve Borrower of its obligation to pay any monetary sum due under the Loan Documents at the time and in the manner provided in the Loan Documents.

(ii) In the event of any damage to or destruction of the Mortgaged Property or any part thereof, Borrower, whether or not the Proceeds, if any, on account of such damage or destruction shall be sufficient for the purpose, at its expense, shall promptly cause the Restoration to be commenced and completed.

(iii) Proceeds received by Collateral Agent and Borrower on account of any occurrence of damage to or destruction of the Mortgaged Property or any part thereof, less the costs, fees and expenses incurred by Collateral Agent and Borrower in the collection thereof, including, without limitation, adjuster's fees and expenses and attorneys' fees and expenses (the "Net Insurance Proceeds"), shall be paid to (1) Borrower, if the amount of such Net Insurance Proceeds is less than \$50,000 and applied by Borrower toward the cost of the Restoration, and (2) Collateral Agent, if the amount of such Net Insurance Proceeds is \$50,000 or greater. Provided that no Event of Default is continuing, Net Insurance Proceeds paid to Collateral Agent shall be held and disbursed by Collateral Agent, or as Collateral Agent may from time to time direct, as the Restoration progresses, to pay or reimburse Borrower for the cost of the Restoration, upon written request of Borrower accompanied by evidence, reasonably satisfactory to Collateral Agent, that (aa) the Restoration is in full compliance with all Applicable Regulations and all private restrictions and requirements, (bb) the amount requested has been paid or is then due and payable and is properly a part of such cost, (cc) there are no mechanics' or similar liens for labor or materials theretofore supplied in connection with the Restoration, (dd) if the estimated cost of the Restoration exceeds the Net Insurance Proceeds (exclusive of Proceeds received from Borrower's business income insurance), Borrower has deposited into an escrow satisfactory to Collateral Agent such excess amount, which sum will be disbursed pursuant to escrow instructions satisfactory to Collateral Agent, (ee) the balance of such Net Insurance Proceeds, together with the funds deposited into escrow, if any, pursuant to the preceding subsection and (ff), after making the payment requested will be sufficient to pay the balance of the cost of the Restoration. Upon receipt by Collateral Agent of evidence reasonably satisfactory to it that the Restoration has been completed and the cost thereof paid in full, and that there are no mechanics' or similar liens for labor or materials supplied in connection therewith, the balance, if any, of such Net Insurance Proceeds shall be paid to Borrower. If at the time of the damage or destruction to the Mortgaged Property or at any time thereafter an Event of Default shall have occurred and be continuing under the Loan Documents, all Net Insurance Proceeds shall be paid to Collateral Agent, and Collateral Agent may retain and apply the Net Insurance Proceeds toward the Obligations whether or not then due and payable, in such order, priority and proportions as Collateral Agent in its discretion shall deem proper, or to cure such Event of Default, or, in Collateral Agent's discretion, Collateral Agent may pay such Net Insurance Proceeds in whole or in part to Borrower to be applied toward the cost of the Restoration. If Collateral Agent shall receive and retain Net Insurance

Proceeds, the lien of this Mortgage shall be reduced only by the amount received and retained by Collateral Agent and actually applied by Collateral Agent in reduction of the Obligations.

(b) *Condemnation.* (i) In case of a taking of all or any part of the Mortgaged Property or the commencement of any proceedings or negotiations which might result in a taking, for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Collateral Agent, Borrower and those authorized to exercise such right ("Taking"), Borrower will promptly give written notice thereof to Collateral Agent, generally describing the nature and extent of such Taking. Collateral Agent shall file and prosecute on behalf of Collateral Agent and Borrower any and all claims for Proceeds, and all Proceeds on account of a Taking shall be paid to Collateral Agent.

(ii) In case of a Taking of the whole of the Mortgaged Property, other than for temporary use ("Total Taking"), or in case of a Taking of less than all of the Mortgaged Property ("Partial Taking"), the Loan Documents shall remain in full force and effect. In the case of a Partial Taking, Borrower, whether or not the Proceeds, if any, on account of such Partial Taking shall be sufficient for the purpose (but provided they are made available by Collateral Agent for such purpose), at its own or Lessee's cost and expense, will promptly commence and complete or cause the commencement and completion of the Restoration. In case of a Partial Taking, other than a temporary use, of such a substantial part of the Mortgaged Property as shall result in the Mortgaged Property remaining after such Partial Taking being unsuitable for use, such Taking shall be deemed a Total Taking.

(iii) In case of a temporary use of the whole or any part of the Mortgaged Property by a Taking, the Loan Documents shall remain in full force and effect without any reduction of any monetary sum payable under the Loan Documents. In any proceeding for such Taking, Collateral Agent shall have the right to intervene and participate; provided that, if such intervention shall not be permitted, Borrower shall consult with Collateral Agent, its attorneys and experts, and make all reasonable efforts to cooperate with Collateral Agent in the prosecution or defense of such proceeding. At the termination of any such use or occupation of the Mortgaged Property, Borrower will, at its own or Lessee's cost and expense, promptly commence and complete or cause the commencement and completion of the Restoration.

(iv) Proceeds on account of a Taking, less the costs, fees and expenses incurred by Collateral Agent and Borrower in connection with the collection thereof, including, without limitation, attorneys' fees and expenses, shall be applied in the following order:

(x) Proceeds received by Collateral Agent or Borrower on account of a Total Taking shall be allocated as follows:

(aa) There shall be paid to the Collateral Agent an amount up to the Outstanding Obligations, as of the date on which such payment is made, such amount shall be applied first against all sums advanced by Collateral Agent under this Mortgage, second against the accrued but unpaid interest on the Note, and third to the remaining unpaid principal amount of the Note and other sums due under this Mortgage. If the Proceeds received on account of a Total Taking are not sufficient to satisfy the Outstanding Obligations, Borrower shall pay to Collateral Agent simultaneously with the payment of such Proceeds to Collateral Agent the difference between the amount of such Proceeds and the amount of the Outstanding Obligations.

(bb) Any remaining balance shall be paid to Borrower.

(y) Proceeds received by Collateral Agent or Borrower on account of a Partial Taking shall be held and allocated as follows:

(i) first, toward the cost of the Restoration, such application of net awards and other payments to be made substantially in the manner provided in Section 4.01(a)(iii) of this Mortgage; and

(ii) then, all or any portion of the balance of such proceeds shall, in Collateral Agent's sole discretion, either be paid to:

(1) Collateral Agent, as the holder of this Mortgage, and applied toward the Outstanding Obligations in such order, priority and proportion, and at such time on or prior to the Maturity Date (as defined in the Loan Agreement or in the Note), as Collateral Agent shall determine; or

(2) Borrower; provided, however, in Collateral Agent's sole discretion, such proceeds shall be pledged to Collateral Agent to secure the Outstanding Obligations pursuant to a security agreement reasonably satisfactory to Collateral Agent, or, with Collateral Agent's consent, Borrower shall provide Collateral Agent with alternative security satisfactory to Collateral Agent in its sole discretion.

Collateral Agent may deposit any funds held by it in accounts insured by any federal or state agency and may commingle such funds with other funds and accounts of Collateral Agent. Interest or gains from such funds, if any, shall be the sole property of Collateral Agent.

(z) Proceeds received by Collateral Agent or Borrower on account of a Taking for temporary use shall be held by Collateral Agent and applied to the payment of the monthly installments of combined interest and principal becoming due under the Note, until such Taking for temporary use is terminated and the Restoration, if any, has been completed; provided, however, that, if any portion of any such award or payment is made by reason of any damage to or destruction of the Mortgaged Property, such portion shall be held and applied as provided in Section 4.01(a)(iii) hereof. The balance, if any, of such awards and payments shall be paid to Borrower.

(v) Notwithstanding the foregoing, if at the time of any Taking or at any time thereafter an Event of Default shall have occurred and be continuing under the Loan Documents, Collateral Agent is hereby authorized and empowered, in the name and on behalf of Borrower and otherwise, to file and prosecute Borrower's claim, if any, for an award on account of any Taking and to collect such award and apply the same, after deducting all costs, fees and expenses incident to the collection thereof (the "Net Award"), toward the Obligations whether or not then due and payable, in such order, priority and proportions as Collateral Agent in its discretion shall deem proper, or to cure such Event of Default, or, in Collateral Agent's discretion, Collateral Agent may pay the Net Award in whole or in part to Borrower to be applied toward the cost of the Restoration. If Collateral Agent shall receive and retain the Net Award, the lien of this Mortgage shall be reduced only by the amount received and retained by Collateral Agent and actually applied by Collateral Agent in reduction of the Obligations.

Section 4.02. *Conveyance in Anticipation of Condemnation, Granting of Easements, Etc.* If no Event of Default shall have occurred and be continuing, Borrower may, from time to time with respect to its interest in the Mortgaged Property, and with Collateral Agent's prior written consent, (i) sell, assign, convey or otherwise transfer any interest therein to any person legally empowered to take such interest under the power of eminent domain, (ii) grant easements and other rights in the nature of easements, (iii) release existing easements or other rights in the nature of easements which are for the benefit of the Mortgaged Property, (iv) dedicate or transfer unimproved portions of the Mortgaged Property for road, highway or other public purposes, (v) execute petitions to have the Mortgaged Property annexed to any municipal corporation or utility district, and (vi) execute and deliver to any person any instrument appropriate to confirm or effect such grants, releases, dedications and transfers.

Section 4.03. *Collateral Agent's Power.* At any time, or from time to time, without liability therefor, Collateral Agent, without affecting the personal liability of any person for payment of the Obligations or the effect of this Mortgage upon the remainder of said Mortgaged Property, may from time to time without notice, solely in order to protect the security hereof or to pay or discharge the Obligations in the event Borrower fails to do so, (i) release any part of said Mortgaged Property, (ii) consent in writing to the making of any map or plat thereof, (iii) join in any extension agreement or any agreement subordinating the lien or charge hereof, (iv) release any person so liable, (v) extend the maturity or alter any of the terms of any Obligations, (vi) grant other indulgences,

(vii) take or release any other or additional security for any Obligations, (viii) make compositions or other arrangements with debtors in relation thereto, or (ix) advance additional funds and all amounts so advanced shall be secured hereby and shall be due and payable upon demand by Collateral Agent.

Section 4.04. **Priority of Loan Agreement.** In the event that any Loan Agreement provides for any covenants or requirements that are inconsistent with the provisions of this Article IV, the Loan Agreement provisions shall control.

ARTICLE V

SECURITY INTEREST

Section 5.01. **Security Agreement.** With respect to the Personal Property or any portion of the Mortgaged Property which constitutes fixtures or other property governed by the UCC, this Mortgage shall constitute a security agreement between Borrower, as the debtor, and Collateral Agent, as the secured party, and Borrower hereby grants to Collateral Agent a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Collateral Agent hereunder, Collateral Agent shall have all of the rights conferred upon secured parties by the UCC. Borrower authorizes Collateral Agent to file financing statements with respect to the security interest of Collateral Agent, continuation statements with respect thereto, and any amendments to such financing statements which may be allowed pursuant to the Loan Documents. Furthermore, at any time, and from time to time, Borrower will execute and deliver to Collateral Agent all financing statements that may from time to time be required by Collateral Agent to establish and maintain the validity and priority of the security interest of Collateral Agent, or any modification thereof. Collateral Agent may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property. If, upon the occurrence and during the continuance of an Event of Default, Collateral Agent proceeds to dispose of such property in accordance with the provisions of the UCC, 10 days' notice by Collateral Agent to Borrower shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Collateral Agent may at its option dispose of such property in accordance with Collateral Agent's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the UCC. Borrower represents that its exact legal name and state of formation or organization are as set forth in the first paragraph of this Mortgage. Borrower agrees that, notwithstanding any provision in the UCC to the contrary, Borrower shall not file a termination statement of any financing statement filed by Collateral Agent in connection with any security interest granted under this Mortgage if Collateral Agent reasonably objects to the filing of such termination statement.

Section 5.02. **Effective as a Financing Statement and Fixture Filing.** This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other portion of the Mortgaged Property and may be filed in any other appropriate filing or recording office. The mailing address of Borrower is the address of Borrower set forth in the introductory paragraph of this Mortgage, and the address of the Collateral Agent from which information concerning the security interests hereunder may be obtained is the address of Collateral Agent as set forth in the introductory paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01. **Events of Default.** Each of the following shall be an event of default under this Mortgage (each an "Event of Default"):

- (i) If Borrower fails to pay any principal or interest payment due under the Primary Note within five days after the date such payment is due and payable.

(ii) Subject to the provisions of Section 3.04(b) of this Mortgage, if Borrower fails to pay, prior to delinquency, any taxes, assessments or other charges the failure of which to pay will result in the imposition of a lien against the Mortgaged Property pursuant to Applicable Regulations.

(iii) If Borrower shall fail to maintain insurance in accordance with the requirements of Section 3.05 of this Mortgage.

(iv) If Borrower materially fails to observe or perform any of the covenants, conditions, or obligations of this Mortgage, provided, however, if any such failure does not involve the payment of any principal, interest or other monetary sum due under the Note or any of the Notes made pursuant to any Loan Agreement, is not willful or intentional, does not place any rights or interest in collateral of Collateral Agent in immediate jeopardy, and is within the reasonable power of Borrower to promptly cure after receipt of notice thereof, all as determined by Collateral Agent, the Indenture Trustee or Lender, as applicable, in its reasonable discretion, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Collateral Agent shall have given Borrower notice thereof and a period of 30 days shall have elapsed, during which period Borrower may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such 30-day period, as determined by Collateral Agent in its reasonable discretion, and Borrower is diligently pursuing a cure of such failure, then Borrower shall have a reasonable period to cure such failure beyond such 30-day period, which shall in no event exceed 90 days after receiving notice of the failure from Collateral Agent. If Borrower shall fail to correct or cure such failure within such 90-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required.

(v) If there is an "Event of Default" under any Loan Agreement and all cure periods, if any, with respect thereto have expired without the Borrower curing such "Event of Default".

Section 6.02. **Remedies.** Upon the occurrence and during the continuance of an Event of Default subject to the limitations set forth in Section 6.01. Collateral Agent may declare all or any part of the Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice (including notice of intent to accelerate and notice of acceleration) of any kind except as otherwise expressly provided herein. Furthermore, upon the occurrence and during the continuance of an Event of Default, Collateral Agent may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, take any action described herein, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Obligations, all in such order as the Lender may determine. The entering upon and taking possession of the Mortgaged Property, the taking of any action described herein, the collection of such Rents, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of Rents, the Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon any Event of Default;

(ii) Commence an action to foreclose this Mortgage in a single parcel or in several parcels, appoint a receiver or specifically enforce any of the covenants hereof;

(iii) Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code as adopted in the State ("UCC"), including, without limitation:

(1) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Personal Property and exclude therefrom Borrower and all others claiming under Borrower, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Borrower in respect of the Personal Property or any part thereof. In the event the Lender demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Borrower promises and agrees to promptly turn over and deliver complete possession thereof to the Lender;

(2) Without notice to or demand upon Borrower, make such payments and do such acts as the Lender may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(3) Require Borrower to assemble the Personal Property or any portion thereof, at the Mortgaged Property, and promptly to deliver such Personal Property to the Lender, or an agent or representative designated by it. The Lender, and its agents and representatives, shall have the right to enter upon any or all of Borrower's premises and property to exercise the Lender's rights hereunder;

(4) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as the Lender may determine. The Lender may be a purchaser at any such sale;

(5) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give Borrower at least 10 days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be delivered to Borrower at the address set forth at the beginning of this Mortgage and shall be deemed to be given as provided herein; and

(6) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the other Mortgaged Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the other Mortgaged Property under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC;

(iv) Exercise all of Borrower's rights and remedies under the Indemnity Agreements, including, without limitation, making demands and claims and receiving payments under the Indemnity Agreements. Borrower hereby grants the Lender a power of attorney (which grant shall be deemed irrevocable and coupled with an interest) to exercise such rights and remedies;

(v) Apply any sums then deposited in the impound account described in Section 3.06 toward payment of the taxes, assessment and insurance premiums for the Mortgaged Property and/or as a credit on the Obligations in such priority and proportion as the Lender may determine in its sole discretion;

(vi) If held by the Lender, surrender the insurance policies maintained pursuant to Section 3.05, collect the unearned insurance premiums and apply such sums as a credit on the Obligations in such priority and proportion as the Lender in its sole discretion shall deem proper, and in connection

therewith, Borrower hereby appoints the Lender as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for the Lender to collect such insurance premiums; and

(vii) Sell Borrower's interest in the Mortgaged Property pursuant to the power of sale herein conferred. If Collateral Agent elects to sell Borrower's interest in the Mortgaged Property by exercise of such power of sale, Collateral Agent shall notify Lender to cause such sale to be performed in the manner then required by law.

(aa) Upon receipt of notice from Collateral Agent and at the direction of Collateral Agent, Lender shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Mortgage. Lender shall, only at the direction of Collateral Agent, and without demand on Borrower, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell Borrower's interest in the Mortgaged Property at the time and place of sale fixed by Collateral Agent, either as a whole, or in separate lots or parcels or items as Collateral Agent shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Lender shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, with general warranty of title by Borrower, as applicable. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Lender, Borrower or Collateral Agent, may purchase at such sale. Lender and Collateral Agent may sell not only the real property but also the Personal Property and other interests which are a part of the Mortgaged Property, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. Lender or Collateral Agent shall not be required to take possession of any part of the Mortgaged Property or to have any of the Personal Property present at any sale of the Mortgaged Property. Lender or Collateral Agent may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Lender or Collateral Agent, including the posting of notices and the conduct of sale, but in the name and on behalf of Collateral Agent. In the event any sale hereunder is not completed or is defective in the opinion of Lender or Collateral Agent, such sale shall not exhaust the power of sale hereunder, and Lender or Collateral Agent shall have the right to cause a subsequent sale or sales to be made hereunder until all of the Mortgaged Property has been lawfully sold.

(bb) As may be permitted by law, Lender or Collateral Agent shall apply the proceeds of sale (i) first, to payment of all costs, fees and expenses, including attorneys' fees and expenses incurred by the Collateral Agent in exercising the power of sale or foreclosing this Mortgage, (ii) second, to the payment of the Obligations (including, without limitation, the principal, accrued interest and other sums due and owing under the Note and the amounts due and owing to Collateral Agent under this Mortgage) in such manner and order as Collateral Agent may elect, and (iii) third, the remainder, if any, shall be paid to Borrower, or to Borrower's heirs, devisees, representatives, successors or assigns, or such other persons as may be entitled thereto.

(cc) Lender may in the manner provided by law postpone sale of all or any portion of the Mortgaged Property.

Section 6.03. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Collateral Agent, as a matter of right and without notice to Borrower or anyone claiming under Borrower, Borrower hereby waiving any right to a hearing or notice of hearing prior to the appointment of a receiver, and without regard to any showing of insolvency, fraud or mismanagement and without regard to the then sufficiency of the security for the payment of the Obligations and without notice to Borrower and without any showing of insolvency, fraud or mismanagement on the part of the Borrower, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property or any part thereof, and of the income, rents, issues and profits thereof, and Borrower hereby irrevocably consents to the appointment of a receiver or receivers. Any receivers appointed

pursuant to the provisions of this subsection shall have the usual powers and duties of a receiver for the Mortgaged Property, may seek the appointment of a receiver for the Mortgaged Property upon *ex parte* application to any court of the competent jurisdiction. Such receiver shall be empowered (a) to take possession of the Mortgaged Property and any businesses conducted by Borrower thereon and any business assets used in connection therewith, (b) to exclude Borrower and Borrower's agents, servants and employees from the Mortgaged Property, or, at the option of the receiver, in lieu of such exclusion, to collect a fair market rental from any such persons occupying any part of the Mortgaged Property, (c) to collect the Rents, (d) to complete any construction that may be in progress, (e) to continue the development, marketing and sale of the Mortgaged Property, (f) to do such maintenance and make such repairs and alterations as the receiver deems necessary, (g) to use all stores of materials, supplies and maintenance equipment on the Mortgaged Property and replace such items at the expense of the receivership estate, (h) to pay all taxes and assessments against the Mortgaged Property, all premiums for insurance thereon, all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (i) to request that Collateral Agent advance such funds as may reasonably be necessary to the effective exercise of the receiver's powers, on such terms as may be agreed upon by the receiver and Collateral Agent, but not in excess of the Default Rate, and (j) generally to do anything that Borrower could legally do if Borrower were in possession of the Mortgaged Property. All expenses incurred by the receiver or his agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and by Collateral Agent, together with interest thereon at the highest rate of interest applicable in the Note from the date incurred until repaid, and the balance shall be applied toward the Obligations or in such other manner as the court may direct.

Section 6.04. Remedies Not Exclusive. Collateral Agent shall be entitled to enforce payment and performance of any Obligations and to exercise all rights and powers under this Mortgage or under the Loan Documents or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, Mortgage, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Collateral Agent's right to realize upon or enforce any other security now or hereafter held by Collateral Agent, it being agreed that Collateral Agent shall be entitled to enforce this Mortgage and any other security now or hereafter held by Collateral Agent in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Collateral Agent is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Collateral Agent, or to which Collateral Agent may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Collateral Agent. Collateral Agent may pursue inconsistent remedies.

The acceptance by Collateral Agent of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a subsequent Event of Default as herein provided. The acceptance by Collateral Agent of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Borrower to pay the entire sum then due, and failure of Borrower to pay such entire sum then due shall be an Event of Default, notwithstanding such acceptance of such amount on account, as aforesaid. Collateral Agent shall be, at all times thereafter and until the entire sum then due as contemplated by the Loan Documents shall have been paid, and notwithstanding the acceptance by Collateral Agent thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon them or either of them, and the right to proceed with a sale under any notice of default, or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Collateral Agent to any action or inaction of Borrower which is subject to consent or approval of Collateral Agent hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

Section 6.05. Possession of Mortgaged Property. In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, Borrower occupies the portion of the Mortgaged Property so sold, or any part thereof, Borrower shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a

4836-7575-2961.1

Spirit/Santa Fe Cattle

Mortgage - Alabama

1770 Ashville Rd., N.E., Leeds, AL 35094

5898/02-5011

tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Property; and this Mortgage and a trustee's or sheriff's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Mortgage shall be construed to constitute Collateral Agent as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Property pursuant to the powers granted herein.

Section 6.06. Waiver of Rights. Borrower waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Property, or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made in collecting the Obligations. Borrower agrees that Borrower will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension, redemption or homestead exemption, and Borrower, for Borrower, Borrower's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Borrower, Borrower's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Borrower expressly waives and relinquishes any and all rights, remedies and defenses that Borrower may have or be able to assert by reason of the laws of the State pertaining to the rights, remedies and defenses of sureties.

If an Event of Default shall have occurred and be continuing, Borrower hereby irrevocably and unconditionally waives and releases (i) all benefits that might accrue to Borrower by virtue of any present or future law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisalment, valuation, state of execution, exemption from civil process, redemption, or extension of time for payment; and (ii) any right to a marshaling of assets or a sale in inverse order of alienation.

Section 6.07. Relief From Stay. In the event that Borrower commences a case under the Code or is the subject of an involuntary case that results in an order for relief under the Code, subject to court approval, Collateral Agent shall thereupon be entitled and Borrower irrevocably consents to relief from any stay imposed by Section 362 of the Code on or against the exercise of the rights and remedies otherwise available to Collateral Agent as provided in the Loan Documents and Borrower hereby irrevocably waives its rights to object to such relief. In the event Borrower shall commence a case under the Code or is the subject of an involuntary case that results in an order for relief under the Code, Borrower hereby agrees that no injunctive relief against Collateral Agent shall be sought under Section 105 or other provisions of the Code by Borrower or other person or entity claiming through Borrower, nor shall any extension be sought of the stay provided by Section 362 of the Code.

Section 6.08. Cash Collateral. Borrower hereby acknowledges and agrees that in the event that Borrower commences a case under the Code or is the subject of an involuntary case that results in an order for relief under the Code: (i) that all of the Rents are, and shall for purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the Mortgaged Property covered by the lien of this Mortgage, as such quoted terms are used in Section 552(b) of the Code; (ii) that in no event shall Borrower assert, claim or contend that any portion of the Rents are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Code and/or applicable state law; (iii) that the Rents are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Collateral Agent as that term is defined in Section 363 of the Code; and (iv) that Collateral Agent has valid, effective, perfected, enforceable and "choate" rights in and to the Rents without any further action required on the part of Collateral Agent to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Borrower under Section 546(b) of the Code.

Section 6.09. Assignment of Rents and Leases. (a) Borrower hereby assigns, transfers, conveys and sets over to Collateral Agent all of Borrower's estate, right, title and interest in, to and under the Leases, whether existing

on the date hereof or hereafter entered into, together with any changes, extensions, revisions or modifications thereof and all rights, powers, privileges, options and other benefits of Borrower as the lessor under the Leases regarding the current tenants and any future tenants, and all the Rents from the Leases, including those now due, past due or to become due. Borrower irrevocably appoints Collateral Agent its true and lawful attorney-in-fact, at the option of Collateral Agent, at any time and from time to time upon the occurrence and during the continuance of an Event of Default, to take possession and control of the Mortgaged Property, pursuant to Borrower's rights under the Leases, to exercise any of Borrower's rights under the Leases, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Borrower or Collateral Agent, for all of the Rents. The power of attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the payment of all sums due Collateral Agent for all losses, costs, damages, fees and expenses whatsoever associated with the exercise of this power of attorney, and Borrower hereby releases Collateral Agent from all liability (other than as a result of the gross negligence or willful misconduct of Collateral Agent) whatsoever for the exercise of the foregoing power of attorney and all actions taken pursuant thereto. The consideration received by Borrower to execute and deliver this assignment and the liens and security interests created herein is legally sufficient and will provide a direct economic benefit to Borrower. It is intended by Borrower and Collateral Agent that the assignment set forth herein constitutes an absolute assignment and not merely an assignment for additional security. Notwithstanding the foregoing, this assignment shall not be construed to bind Collateral Agent to the performance of any of the covenants, conditions or provisions of Borrower contained in the Leases or otherwise to impose any obligation upon Collateral Agent, and, so long as no Event of Default shall have occurred and be continuing, Borrower shall have a license, revocable upon an Event of Default, to possess and control the Mortgaged Property and collect and receive all Rents. Upon an Event of Default, such license shall be automatically revoked.

(b) Upon the occurrence and during the continuance of an Event of Default, Collateral Agent may, at any time without notice (except if required by applicable law), either in person, by agent or by a court-appointed receiver, regardless of the adequacy of Collateral Agent's security, and at its sole election (without any obligation to do so), enter upon and take possession and control of the Mortgaged Property, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Mortgaged Property, including, but not limited to, execute, cancel or modify the Leases, make repairs to the Mortgaged Property, execute or terminate contracts providing for the management or maintenance of the Mortgaged Property, all on such terms as are deemed best to protect the security of this assignment, and in Collateral Agent's or Borrower's name, sue for or otherwise collect such Rents as specified in this Mortgage as the same become due and payable, including, but not limited to, Rents then due and unpaid. Collateral Agent may so sue for or otherwise collect such Rents with or without taking possession of the Mortgaged Property. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, each tenant of the Mortgaged Property shall make its rent payable to and pay such rent to Collateral Agent (or Collateral Agent's agents) on Collateral Agent's written demand therefor, delivered to such tenant personally, by mail, or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of an Event of Default by Borrower.

(c) Rents collected subsequent to any Event of Default shall be applied at the direction of, and in such order as determined by, Collateral Agent to the costs, if any, of taking possession and control of and managing the Mortgaged Property and collecting such amounts, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Mortgaged Property, premiums on insurance policies, taxes, assessments and other charges on the Mortgaged Property, and the costs of discharging any obligation or liability of Borrower with respect to the Leases and to the sums secured by this Mortgage. Collateral Agent or the receiver shall have access to the books and records used in the operation and maintenance of the Mortgaged Property and shall be liable to account only for those Rents actually received.

(d) Collateral Agent shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property by reason of anything done or left undone by Collateral Agent hereunder, except to the extent of Collateral Agent's gross negligence or willful misconduct.

(e) Any entering upon and taking possession and control of the Mortgaged Property by Collateral Agent or the receiver and any application of Rents as provided herein shall not cure or waive any Event of Default hereunder or invalidate any other right or remedy of Collateral Agent under applicable law or provided therein.

ARTICLE VII

MISCELLANEOUS

Section 7.01. **Satisfaction.** If and when the Obligations shall have become due and payable (whether by lapse of time or by acceleration or by the exercise of the privilege of prepayment), and Borrower shall pay or cause to be paid all Obligations and all other sums payable by the Borrower with respect to the Obligations, then this Mortgage shall be void (otherwise it shall remain in full force and effect in law and equity forever) and Collateral Agent agrees to execute an instrument evidencing the satisfaction of all obligations under this Mortgage and releasing this Mortgage which shall be prepared and recorded at Borrower's sole expense.

Section 7.02. **Limitation of Rights of Others.** Nothing in this Mortgage is intended or shall be construed to give to any person, other than Borrower and the holder of the Note, any legal or equitable right, remedy or claim under or in respect of this Mortgage or any covenant, condition or provision herein contained.

Section 7.03. **Severability.** In case any one or more of the provisions contained herein or in the Note shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Mortgage shall be construed as if such provision had never been contained herein or therein.

Section 7.04. **Notices; Amendments; Waiver.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Mortgage (collectively called "Notices") shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) machine confirmation, if delivered by facsimile, (c) the next Business Day, if delivered by express overnight delivery service, or (d) the fifth Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Collateral Agent: Citibank, N.A.
388 Greenwich Street, Floor 14
New York, New York 10013
Attention: Agency & Trust, Spirit
Telephone: (212) 816-5693
Telecopy: (212) 816-5527

If to Borrower: Spirit Master Funding III, LLC
14631 N. Scottsdale Road
Suite 200
Scottsdale, Arizona 85254-2711
Attention: Catherine Long
Telephone: (480) 606-0820
Telecopy: (480) 606-0826

with a copy to: Kutak Rock LLP
1801 California Street
Suite 3100
Denver, Colorado 80202
Attention: Paul E. Belitz, Esq.
Telephone: (303) 297-2400
Telecopy: (303) 292-2277

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Mortgage the giving of Notice is

4836-7575-2961.1
Spirit/Santa Fe Cattle
Mortgage - Alabama
1770 Ashville Rd., N.E., Leeds, AL 35094
5898/02-5011

required, the giving thereof may be waived in writing at any time by the person or persons entitled to receive such Notice. Except as in this Mortgage otherwise expressly provided, (i) this Mortgage may not be modified except by an instrument in writing executed by Borrower and Collateral Agent and (ii) no requirement hereof may be waived at any time except by a writing signed by the party against whom such waiver is sought to be enforced, nor shall any waiver be deemed a waiver of any subsequent breach or default.

Section 7.05. Successors and Assigns; Successor to Collateral Agent. All of the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, to the same extent as if each such successor and assign were in each case named as a party to this Mortgage. Wherever used, the singular shall include the plural, the plural shall include the singular and the use of any gender shall include all genders. In the event that the Collateral Agent is replaced, substituted or removed under the terms of the Collateral Agency Agreement, the party to whom the Lender transfers such collateral agency obligations (including, without limitation, any successor collateral agent, trustee or agent) shall automatically (and without record notice) be deemed the successor "Collateral Agent" hereunder and no amendment or assignment of this Mortgage shall be required. In addition, if the Collateral Agency Agreement is terminated in its entirety and no successor is appointed by Lender, then Lender shall be deemed the "Collateral Agent" and no assignment, notice or recorded document shall be required in connection therewith.

Section 7.06. Headings. The headings appearing in this Mortgage have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Mortgage.

Section 7.07. Time of the Essence. Time is of the essence in the performance of each and every obligation under this Mortgage.

Section 7.08. Forum Selection; Jurisdiction; Venue; Choice of Law. Borrower acknowledges that this Mortgage was substantially negotiated in the State, this Mortgage was delivered in the State, all payments under the Loan Documents will be delivered in the State and there are substantial contacts between the parties and the transactions contemplated herein and the State. For purposes of any action or proceeding arising out of this Mortgage, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State. Borrower consents that it may be served with any process or paper by registered mail or by personal service within or without the State in accordance with applicable law. Furthermore, Borrower waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. The creation of this Mortgage and the rights and remedies of Collateral Agent with respect to the Mortgaged Property, as provided herein and by the laws of the State, shall be governed by and construed in accordance with the internal laws of the State without regard to its principles of conflicts of law. With respect to other provisions of this Mortgage, this Mortgage shall be governed by the internal laws of the State, without regard to its principles of conflicts of law. Nothing in this Section shall limit or restrict the right of Collateral Agent to commence any proceeding in the federal or state courts located in the State to the extent Collateral Agent deems such proceeding necessary or advisable to exercise remedies available under the Mortgage or the other Loan Documents.

Section 7.09. Indemnification. Borrower shall indemnify and hold harmless each of the Indemnified Parties for, from and against any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, attorneys' fees, court costs and other costs of defense) (collectively, "Losses") (excluding Losses suffered by an Indemnified Party arising out of such Indemnified Party's gross negligence or willful misconduct; provided, however, that the term "gross negligence" shall not include gross negligence imputed as a matter of law to any of the Indemnified Parties solely by reason of Borrower's interest in the Mortgaged Property or Borrower's failure to act in respect of matters which are or were the obligation of Borrower under the Loan Documents) caused by, incurred or resulting from Borrower's operations of, or relating in any manner to, the Mortgaged Property, whether relating to its original design or construction, latent defects, alteration, maintenance, use by Borrower or any person thereon, supervision or otherwise, or from any breach of, default under or failure to perform any term or provision of this Mortgage by Borrower, its officers, employees, agents or other persons. It is

2007 14648

Recorded in the Above

MORTGAGE Book & Page

03-15-2007 02:03:22

expressly understood and agreed that Borrower's obligations under this Section shall survive the expiration or termination of this Mortgage for any reason.

Section 7.10. *Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages.* COLLATERAL AGENT, BY ACCEPTING THIS MORTGAGE, AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE, THE RELATIONSHIP OF COLLATERAL AGENT AND BORROWER, BORROWER'S USE OR OCCUPANCY OF THE MORTGAGED PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, BORROWER AND COLLATERAL AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER AND ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR EMPLOYEES OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY BORROWER AND COLLATERAL AGENT OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

Section 7.11. *Entire Agreement.* THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 7.12. *State Specific Provisions.* State specific provisions, if any, are outlined on Exhibit B attached hereto and incorporated herein.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Borrower has executed and delivered this Mortgage as of the day and year first above written.

BORROWER:

SPIRIT MASTER FUNDING III, a Delaware limited liability company

By: 

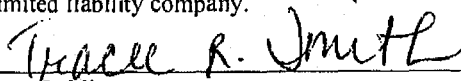
Name: Gregg A. Seibert

Title: Senior Vice President - Underwriting, Assistant Secretary and Assistant Treasurer

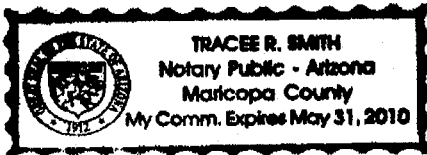
Tax Identification No. 20-3118006

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on March 8, 2007 by Gregg A. Seibert, as Senior Vice President - Underwriting, Assistant Secretary and Assistant Treasurer of SPIRIT MASTER FUNDING III, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public

My Commission Expires: _____



2007 14649
Recorded in the Above
MORTGAGE Book & Page
03-15-2007 02:03:21 PM

4836-7575-2961.1
Spirit/Santa Fe Cattle
Mortgage - Alabama
1770 Ashville Rd., N.E., Leeds, Al. 35094
5898/02-5011

EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

A parcel of land located in the NW Quarter of the NE Quarter, Section 15, township 17 South, Range 1 East, St. Clair County, Alabama more particularly described as follows:

Commence at the NE corner of the NE Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence S 81 degrees 53' 58" W (assumed bearing) along the north line of said section for a distance of 1936.85 feet; thence S 08 degrees 53' 40" W for a distance of 164.04 feet to the point of beginning; thence N 81 degrees 39' 47" E for a distance of 150.00 feet to a point on the western right of way for U.S. Highway #411 and a point on a non-tangent curve to the right with a radius of 2008.71 feet; a delta angle of 7 degrees 01' 47" a chord bearing of S 14 degrees 47' 46" West and a chord length of 246.30 feet; thence along said Right of Way and said arc 246.46 feet; thence S 82 degrees 44' 41" W for a distance of 353.44 feet; thence N 08 degrees 20' 13" W for a distance of 219.83 feet; thence N 81 degrees 39' 47" E for a distance of 300.14 feet to the point of beginning.

All being situated in St. Clair County, Alabama, Pell City Division

EXHIBIT B

STATE SPECIFIC PROVISIONS

None.

2007 14651

Recorded in the Above

MORTGAGE Book & Page

03-15-2007 02:03:21 PM

Wallace Wyatt Jr - Probate Judge

St. Clair County, Alabama

Book/Pg: 2007/14628

Term/Cashier: S RECDRD1 / Leed

Tran: 4038.108623.165927

Recorded: 03-15-2007 14:07:54

CER Certification Fee 1.00

MTG Mortgage Tax 3450.00

PJF Special Index Fee 2.50

REC Recording Fee 71.00

Total Fees: \$ 3528.50

4836-7575-2961.1
Spirit/Santa Fe Cattle
Mortgage - Alabama
1770 Ashville Rd., N.E., Leeds, AL 35094
5898/02-5011

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 101475740 - 336190 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Alabama (St. Clair)	

2015 351
Recorded in the Above
UCC Book & Page
07-08-2015 11:06:17 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama
Book/Pg: 2015/351
Term/Cashier: N RECORD9 / ANYI
Tran: 8584.228195.330566
Recorded: 07-08-2015 11:06:49
PJF Special Index Fee
REC Recording Fee
Total Fees: \$ 27.50

5.50
22.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
B 11-0005902 FS 12/22/2010

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed (for record)
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME Spirit Master Funding III, LLC

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Spirit Master Funding LLC 2014-1, 2014-2, 2014-3

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA: 030291918/MLS/LKR Debtor: Spirit Master Funding III, LLC

101475740

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

2015 352
Recorded in the Above
UCC Book & Page
07-08-2015 11:06:17 AM

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
B 11-0005902 FS 12/22/2010

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

Spirit Master Funding LLC 2014-1, 2014-2, 2014-3

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

Legal Description attached Legal A

18. MISCELLANEOUS:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

A parcel of land located in the NW Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St Clair County, Alabama more particularly described as follows:

Commence at the NE corner of the NE Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence S 81 degrees 53'58" W (assumed bearing) along the north line of said section for a distance of 1936.85 feet; thence S 08 degrees 53'40" W for a distance of 164.04 to the point of beginning; thence N 81 degrees 39'47" E for a distance of 150.00 feet to a point on the western right of way for U.S. Highway #411 and a point on a non-tangent curve to the right with a radius of 2008.71 feet; a delta angle of 7 degrees 01'47" a chord bearing of S 14 degrees 47'46" West and a chord length of 246.30 feet; thence along said Right of Way and said arc 246.46 feet; thence S 82 degrees 44'41" for a distance of 353.44 feet; thence N 08 degrees 20'13" W for a distance of 219.83 feet; thence N 81 degrees 39'47" E for a distance of 300.14 feet to the point of beginning.

All being situated in St. Clair County, Alabama, Pell City Division.

2015 353
Recorded in the Above
UCC Book & Page
07-08-2015 11:06:17 AM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **SANTA FE CATTLE CO., INC.**, a Delaware corporation ("Grantor"), whose address is 7125 Crossroads Boulevard, Brentwood, Tennessee 37027, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, WARRANT AND CONVEY** to **SPIRIT MASTER FUNDING III, LLC**, a Delaware limited liability company ("Grantee"), whose address is 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254, all that certain land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings, structures, fixtures and improvements now located on said property (collectively, the "Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, except for matters described in Exhibit B attached hereto and made a part hereof for all purposes ("**Permitted Encumbrances**").

[Remainder of page intentionally left blank; signature page to follow]

2006 16267

Recorded in the Above

DEED Book & Page

11-29-2006 12:48:36 PM

Wallace Wyatt Jr - Probate Judge

St. Clair County, Alabama

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal by its duly authorized representative on this 22nd day of September, 2006.

SANTA FE CATTLE CO., INC., a Delaware corporation

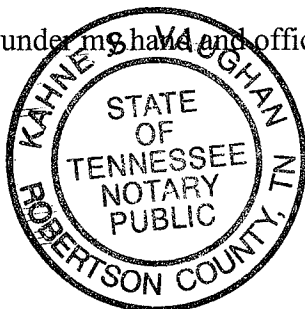
By: [Signature]
Name: Danny York
Title: President

STATE OF Tennessee)
) SS.
COUNTY OF Williamson)

2006 16268
Recorded in the Above
DEED Book & Page
11-29-2006 12:48:36 PM

I, Kahne Vaughan a notary public in and for said County in said State, hereby certifies that Danny York, as President of SANTA FE CATTLE CO., INC., a Delaware corporation, signed the foregoing General Warranty Deed, and who is known to me, acknowledged before me on this day, that being informed of the contents of said General Warranty Deed, 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 22 day of September, 2006.



Kahne Vaughan
Notary Public
My Commission Expires: 9/13/2008

This instrument prepared by and when recorded return to:
Michael C. Bullock, Esq.
Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
(303) 297-2400

Send Tax Notice to:
Santa Fe Cattle Co., Inc.
7125 Crossroads Boulevard
Brentwood, Tennessee 37027

EXHIBIT A
LEGAL DESCRIPTION

2006 16269
Recorded in the Above
DEED Book & Page
11-29-2006 12:48:36 PM

A parcel of land located in the NW Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St Clair County, Alabama more particularly described as follows:

Commence at the NE corner of the NE Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence S 81 degrees 53'58" W (assumed bearing) along the north line of said section for a distance of 1936.85 feet; thence S 08 degrees 53'40" W for a distance of 164.04 feet to the point of beginning; thence N 81 degrees 39'47" E for a distance of 150.00 feet to a point on the western right of way for U.S. Highway #411 and a point on a non-tangent curve to the right with a radius of 2008.71 feet; a delta angle of 7 degrees 01'47" a chord bearing of S 14 degrees 47'46" West and a chord length of 246.30 feet; thence along said Right of Way and said arc 246.46 feet; thence S 82 degrees 44'41" West for a distance of 353.44 feet; thence N 08 degrees 20'13" W for a distance of 219.83 feet; thence N 81 degrees 39'47" E for a distance of 300.14 feet to the point of beginning.

All being situated in St. Clair County, Alabama, Pell City Division.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Ad valorem taxes for the year 2006 and subsequent years, which are not yet due and payable.
2. Right of way to American Telephone and Telegraph Company of Alabama, recorded in Book 26-A, Page 20, of the Official Records of St. Clair County, Alabama.
3. Right of way to St. Clair County, Alabama, recorded in Book 52, Page 487, of the Official Records of St. Clair County, Alabama.
4. Easement and Release of Damages to State of Alabama, recorded in Book 71, Page 609, of the Official records of St. Clair County, Alabama.
5. Right of Way to City of Leeds for Sewer easement in Deed 2003 Page 1908 in the official records of St. Clair County, Alabama.
6. 30' Buffer Zone running into a 50' Buffer Zone running along N half of West property line.
7. Restrictions and Covenants as recorded in Book 129, Page 755, amended in Book 2002 Page 8585, of the Official records of St. Clair County, Alabama, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2006 16270

Recorded in the Above

DEED Book & Page

11-29-2006 12:48:36 PM

Wallace Wyatt Jr - Probate Judge

St. Clair County, Alabama

Book/Pg: 2006/16267

Term/Cashier: S RECORD1 / LeeD

Tran: 3897.103403.157770

Recorded: 11-29-2006 12:49:08

CER Certification Fee

1.00

DFE Deed Tax

1883.50

PJF Special Index Fee

5.50

REC Recording Fee

12.00

Total Fees: \$ 1902.00

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That **SANTA FE CATTLE CO., INC.**, a Delaware corporation ("Grantor"), whose address is 7125 Crossroads Boulevard, Brentwood, Tennessee 37027, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby **GRANT, BARGAIN, SELL, WARRANT AND CONVEY** to **SPIRIT MASTER FUNDING III, LLC**, a Delaware limited liability company ("Grantee"), whose address is 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254, all that certain land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes, together with all buildings, structures, fixtures and improvements now located on said property (collectively, the "Property").

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, except for matters described in Exhibit B attached hereto and made a part hereof for all purposes ("Permitted Encumbrances").

[Remainder of page intentionally left blank; signature page to follow]

2006 16267

Recorded in the Above

DEED Book & Page

11-29-2006 12:48:36 PM

Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed under seal by its duly authorized representative on this 22nd day of September, 2006.

SANTA FE CATTLE CO., INC., a Delaware corporation

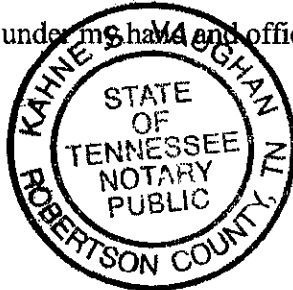
By: [Signature]
Name: Danny York
Title: President

STATE OF Tennessee)
) SS.
COUNTY OF Williamson)

2006 16268
Recorded in the Above
DEED Book & Page
11-29-2006 12:48:36 PM

I, Kahne Vaughan a notary public in and for said County in said State, hereby certifies that Danny York, as President of SANTA FE CATTLE CO., INC., a Delaware corporation, signed the foregoing General Warranty Deed, and who is known to me, acknowledged before me on this day, that being informed of the contents of said General Warranty Deed, 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 22 day of September, 2006.



Kahne Vaughan
Notary Public
My Commission Expires:
9/13/2008

This instrument prepared by and
when recorded return to:
Michael C. Bullock, Esq.
Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
(303) 297-2400

Send Tax Notice to:
Santa Fe Cattle Co., Inc.
7125 Crossroads Boulevard
Brentwood, Tennessee 37027

EXHIBIT A
LEGAL DESCRIPTION

2006 16269
Recorded in the Above
DEED Book & Page
11-29-2006 12:49:36 PM

A parcel of land located in the NW Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St Clair County, Alabama more particularly described as follows:

Commence at the NE corner of the NE Quarter of the NE Quarter, Section 15, Township 17 South, Range 1 East, St. Clair County, Alabama; thence S 81 degrees 53'58" W (assumed bearing) along the north line of said section for a distance of 1936.85 feet; thence S 08 degrees 53'40" W for a distance of 164.04 feet to the point of beginning; thence N 81 degrees 39'47" E for a distance of 150.00 feet to a point on the western right of way for U.S. Highway #411 and a point on a non-tangent curve to the right with a radius of 2008.71 feet; a delta angle of 7 degrees 01'47" a chord bearing of S 14 degrees 47'46" West and a chord length of 246.30 feet; thence along said Right of Way and said arc 246.46 feet; thence S 82 degrees 44'41" West for a distance of 353.44 feet; thence N 08 degrees 20'13" W for a distance of 219.83 feet; thence N 81 degrees 39'47" E for a distance of 300.14 feet to the point of beginning.

All being situated in St. Clair County, Alabama, Pelt City Division.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Ad valorem taxes for the year 2006 and subsequent years, which are not yet due and payable.
2. Right of way to American Telephone and Telegraph Company of Alabama, recorded in Book 26-A, Page 20, of the Official Records of St. Clair County, Alabama.
3. Right of way to St. Clair County, Alabama, recorded in Book 52, Page 487, of the Official Records of St. Clair County, Alabama.
4. Easement and Release of Damages to State of Alabama, recorded in Book 71, Page 609, of the Official records of St. Clair County, Alabama.
5. Right of Way to City of Leeds for Sewer easement in Deed 2003 Page 1908 in the official records of St. Clair County, Alabama.
6. 30' Buffer Zone running into a 50' Buffer Zone running along N half of West property line.
7. Restrictions and Covenants as recorded in Book 129, Page 755, amended in Book 2002 Page 8585, of the Official records of St. Clair County, Alabama, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

2006 16270

Recorded in the Above

DEED Book & Page

11-29-2006 12:48:36 PM

Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

Book/Pg: 2006/16267

Term/Cashier: S RECORD1 / Leed

Tran: 3897.103403.157770

Recorded: 11-29-2006 12:49:08

CER Certification Fee

1.00

DFE Deed Tax

1883.50

PJF Special Index Fee

5.50

REC Recording Fee

12.00

Total Fees: \$ 1902.00