

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Policy;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- (i) comply with the Schedule B, Part I—Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind,

whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

Transaction Identification Data for reference only:

Issuing Agent: Maynard, Cooper & Gale, P.C.

Issuing Office: Maynard, Cooper & Gale, P.C. - Birmingham

Loan ID Number: N/A

Issuing Office File Number: 11588-0001 (0006)

Property Address: 5060 Academy Ln, Bessemer, AL 35022

Revision Number: N/A

**STEWART TITLE GUARANTY COMPANY
SCHEDULE A**

Issuing Agent: Maynard, Cooper & Gale, P.C.

Issuing Office: Birmingham, AL

Issuing Office File Number: 11588-0001 (0006)

Property Address (for informational purposes): 5060 Academy Ln, Bessemer, AL 35022

Revision Number: N/A

1. Commitment Date: **August 29, 2018 at 8:00 AM CDT**

2. Policy to be issued:

(a) 2006 ALTA® Owner's Policy

Proposed Insured: **TBD**

Proposed Policy Amount: **TBD**

3. The estate or interest in the Land described or referred to in this Commitment is **fee simple**.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in the following:

Academy Real Estate, LLC, by Statutory Warranty Deed from McKown Investments, LLC, a California limited liability company, dated 07/27/2007 and recorded in Official Records Book LR200763, Page 24463 on 08/03/2007, in the Probate Records of Jefferson County, Alabama.

5. The Land is described as follows:

Lot 13A of Academy Business Park, 3rd Revision as recorded in Map Book 43, Page 37 in the Records of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

STEWART TITLE GUARANTY COMPANY

By: 
Mel McElroy, Authorized Representative
of Maynard, Cooper & Gale, P.C., as Agent

[end of Schedule A; Schedule B, Part I on next page]

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Payment of all Special Assessments, Bills, Charges, or Municipal Liens levied and/or assessed against the subject property.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

A properly executed and recorded deed from **Academy Real Estate, LLC** to a prospective **Purchaser** conveying the Land described in Schedule A in fee simple, free and unencumbered.

5. A final title rundown from the Effective Date hereof to the date and time of recording the Deed and/or Mortgage referred to above.
6. Satisfactory evidence shall be produced that all improvements, repairs and/or alterations have been completed and that all contractor, subcontractor, labor and materialmen's liens have been paid in full. To satisfy this requirement, the Company is to be provided the Company's Owner/Seller Affidavit, in form satisfactory to the Company, completed and executed by the record owner(s) of the Land. The final policy will be subject to any matters shown on said affidavit unless removed to the satisfaction of the Company.
8. We require satisfactory proof that the prospective **Purchaser**, if a legal entity, has been properly created. The Company must be provided a copy of organizational documents including but not limited to the articles or certificate of organization and the operating agreement or by-laws, as applicable, all amendments thereto, and an affidavit stating that there have been no amendments thereto except those presently filed for record or provided to the company. Documents are to be executed by all members or shareholders, as applicable, unless said by-laws or operating agreement, as applicable (and/or a company resolution that is satisfactory to the Company), provides authorization that an officer or authorized representative may act on behalf of the company to execute conveyances (including security instruments, if a loan policy is requested), without limitations. Company must also be provided with evidence of good standing from the applicable state of organization.

9. We require satisfactory proof that **Academy Real Estate, LLC**, an Alabama limited liability company, has been properly created. The Company must be provided a copy of organizational documents including but not limited to the articles or certificate of formation and the operating agreement, all amendments thereto, and an affidavit stating that there have been no amendments thereto except those presently filed for record or provided to the company. Documents are to be executed by all members unless said operating agreement (and/or a company resolution that is satisfactory to the Company), provides authorization that an officer or authorized representative may act on behalf of the company to execute conveyances, without limitations. Company must also be provided with certificates of existence and compliance from the Secretary of State of Alabama and the Alabama Department of Revenue, respectively.

10. Proper execution of a "Gap" indemnity agreement in a form acceptable to the Company.

11. The Company is to be provided a list of requested endorsements. The Company reserves the right to make additional requirements in connection with said requested endorsements.

12. We must be furnished a current survey prepared by a registered land surveyor and certified to the proposed insured, Stewart Title Guaranty Company, and all other parties in interest, meeting the minimum technical standards for ALTA/NSPS surveys. After receipt and review of the survey, the Company reserves the right to make such additional requirements and/or exceptions as it may deem necessary.

13. The Company should be furnished with a sworn statement from both the Seller and Purchaser that there is no unpaid or disputed real estate commission, all compensation due or to become due under any listing, agency, or other brokerage agreement has been paid or has been waived in writing by the potential lien claimant, and that there has been no written notice received concerning any unpaid real estate commission which could give rise to a Broker's Lien under Ala. Code § 35-11-450 (1975), et seq.

14. We require that the Notice of Availability of Closing Protection be properly executed by each party to the transaction (Seller, Purchaser, and Lender, where applicable).

NOTE: Charges in connection with the issuance of said protection will be added to the existing invoice. Please make sure we are notified of the request of the closing protection prior to the completion of the settlement statement.

15. Delivery of the Company's Privacy Notice provided herewith.

16. All deeds are to be filed for record in the Office of the Judge of Probate of Jefferson County, Alabama in either the Birmingham or Bessemer Divisions. With respect to any other documents, such as any plats that may be recorded, please contact the Company to verify the appropriate recording division.

17. Ad valorem tax for the year 2017 are shown as PAID for Tax Parcel No. 38-00-19-3-000-010.000.

The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to any changes or future adjustments that may be made by the Tax Assessor or by the County's Board of Equalization. No liability is

assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.

18. The Company reserves the right to raise any such additional exceptions and/or requirements as it deems necessary upon receipt of the details of the transaction and its review of the closing documents

19. Satisfaction of that certain Mortgage given by Academy Real Estate, LLC to Servisfirst Bank, dated July 30, 2007 and recorded on August 3, 2007 in Book LR200763, Page 24469, and in the original principal sum of [REDACTED].

20. Termination of that certain UCC Financing Statement recorded on August 3, 2007 in Book LR200763, Page 24501. *Note: This Fixture Filing is expired, and this requirement is retained on the Commitment for informational purposes only since Item 19 above requires a recorded release of the associated mortgage. The Company will delete this requirement when Item 19 above is satisfied.*

21. Release of that certain Absolute Assignment of Lessor's Interest in Leases and Rents given by Academy to Real Estate, LLC to Servisfirst Bank, an Alabama banking corporation, dated July 30, 2007, and recorded on August 3, 2007 in Bk: LR200763, Pg: 24489.

[end of Schedule B, Part I; Schedule , Part II on next page]

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met. ***This exception will be deleted upon receipt of an acceptable indemnity agreement in favor of the Company.***
2. All taxes for the year 2018 and subsequent years, not yet due and payable. *Please note that if any prospective closing takes place on or after October 1, 2018 (when 2018 taxes become due and payable), any outstanding 2018 taxes will be shown as an exception on any final policy unless evidence of payment is provided to the Company.*
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in

Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

10. The following matters associated with that certain Special Warranty Deed from USX Corporation, a Delaware corporation, to Sher-Wil, Inc., dated June 17, 1999 and recorded in Book 9962, Page 2760.
 - a. Reservation of mineral rights by the grantor.
 - b. Terms, Covenants, and Conditions in said Special Warranty Deed, including without limitation any waiver of rights, assumptions or disclaimers of liability related to mining and oil and gas production, prohibitions on causes of action, acceptance conditions related to the physical state of the land describe therein, releases of liability, or obligations regarding environmental remediation.
 - c. Those six restrictive covenants listed in the Special Warranty Deed that purport to run with the land for a set term of years, as modified by that certain Modification of Restrictive Covenants recorded in Book 200361, Page 6452.
11. Subject to all matters, including setback lines, as set forth as shown on plats recorded in the Bessemer Division of the Office of the Judge of Probate of Jefferson, County, Alabama, including without limitation the following plats:
 - a. Plat Book 43, Page 37
 - b. Plat Book 40, Page 48
 - c. Plat Book 33, page 13
12. Easement over the Land for the purpose of mineral and mining rights recorded in Official Records Book 214, Page 340, of the Probate Records of Jefferson County, Alabama. *The Company has ordered an imaged copy of this document and reserves the right to revise this exception upon the receipt of same.*
13. Easement from Tennessee Coal, Iron and Railroad Company granted to Southern Natural Gas Corporation by instrument dated February 24, 1931 and recorded in Official Records Book 2368, Page 179, of the Probate Records of Jefferson County, Alabama.
14. Easement granted to Jefferson County by instrument recorded in Official Records Book 748, Page 177, of the Probate Records of Jefferson County, Alabama. *The Company has ordered an imaged copy of this document and reserves the right to revise this exception upon the receipt of same.*
15. Sanitary Sewer Easement from USX Corporation, a Delaware corporation, to Jefferson County, Alabama, a political subdivision of the state of Alabama by instrument recorded in Official Records Instrument 9863/0920, of the Probate Records of Jefferson County, Alabama.

File Number: 11588-1

16. Covenants, Conditions and Restrictions as set forth in instruments recorded in Instrument 200361/6452, Instrument 9962/2760, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

[end of Schedule B, Part II]



JEFFERSON COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME PROPERTY TAX PERSONAL PROPERTY REDEMPTION

- Search
- Pay Tax
- Assessment
- Forms

PARCEL #: 38 00 19 3 000 010.000	[580-B0]	Baths: 1.0	H/C Sqt: 4,860
OWNER: ACADEMY REAL ESTATE LLC	50-040.0	Bed Rooms: 0	Land Sch: \$141
ADDRESS: 228 HILLMOOR LANE HOMEWOOD AL 35209	Land: 407,700	Imp: 476,900	Total: 884,600
LOCATION: 5060 ACADEMY LN AL 35022	Acres: 0.000	Sales Info: 07/01/2007	\$1,895,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2018

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

- QUICK LINKS**
- BOE
 - Property Tax
 - Assessment
 - Collection
 - Millage Rate
 - Contact Us
 - County Site
 - ** News **

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The Information and data may be subject to errors and omissions.

SUMMARY			
ASSESSMENT			
PROPERTY CLASS: 2	OVER 65 CODE:		
EXEMPT CODE:	DISABILITY CODE:		
MUN CODE: 52 BESSEMER	HS YEAR: 0		
SCHOOL DIST:	EXM OVERRIDE AMT: \$0.00		
OVN ASD VALUE: \$0.00	TOTAL MILLAGE: 68.7		
CLASS USE:			
FOREST ACRES: 0	TAX SALE:		
PREV YEAR VALUE: \$884,600.00	BOE VALUE: 0		
VALUE			
LAND VALUE 10%			\$0
LAND VALUE 20%			\$407,720
CURRENT USE VALUE	[DEACTIVATED]		\$0
CLASS 2			
PAVING CONCRETE	34PCR04		\$900
PAVING ASPHALT	34PASP2		\$28,900
PAVEMENT CURBIN	34CLNGR		\$15,400
BLDG 001	580		\$431,700
CLASS 3			
TOTAL MARKET VALUE [APPR. VALUE: \$884,600]:			\$884,620
Assesment Override:			
MARKET VALUE:			
CU VALUE:			
PENALTY:			
ASSESSED VALUE:			

Jefferson County
716 Richard Arrington Jr
Blvd N
Birmingham, AL 35203
(205) 325-5500

TAX INFO							
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	52	\$176,920	\$1,149.98	\$0	\$0.00	\$1,149.98
COUNTY	2	52	\$176,920	\$2,388.42	\$0	\$0.00	\$2,388.42
SCHOOL	2	52	\$176,920	\$1,450.74	\$0	\$0.00	\$1,450.74
DIST SCHOOL	2	52	\$176,920	\$0.00	\$0	\$0.00	\$0.00
CITY	2	52	\$176,920	\$6,209.89	\$0	\$0.00	\$6,209.89
FOREST	2	52	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	52	\$176,920	\$955.37	\$0	\$0.00	\$955.37
SPC SCHOOL2	2	52	\$176,920	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$176,920.00			\$12,154.40	TOTAL FEE & INTEREST: (Detail)			\$15.00
						GRAND TOTAL: \$12,169.40	Payoff Quote

DEEDS		PAYMENT INFO			
INSTRUMENT NUMBER	DATE	PAY DATE	TAX YEAR	PAID BY	AMOUNT
9962-2760	1/1/1900		2018		\$0.00
200763-24463	1/1/1900	3/16/2018	2017	ACADEMY REAL ESTATE	\$12,479.68
		4/25/2017	2016	ACADEMY REAL ESTATE LLC	\$12,677.24
		5/13/2016	2015	ACADEMY REAL ESTATE LLC	\$13,910.95
		5/18/2015	2014	EZELLS	\$13,784.85
		12/30/2013	2013	GREYMORR	\$13,140.82
		5/22/2013	2012	GREYMORR LLC	\$163,797.82
		20120521	2011	***	\$13,957.82
		20110523	2010	***	\$13,964.20
		20091231	2009	***	\$13,282.34
		20081231	2008	***	\$13,803.09
		20071231	2007	***	\$14,917.40
		20061231	2006	***	\$14,679.70
		20060324	2005	***	\$14,841.16
		20050414	2004	***	\$14,696.92
		20040409	2003	***	\$6,914.07
		20030410	2002	***	\$5,191.63
		20020315	2001	***	\$5,140.12
		20010326	2000	***	\$3,471.42
		19991231	1999	***	\$3,630.52

20070803001216090 1/6
Bk: LR200763 Pg:24463
Jefferson County, Alabama
I certify this instrument filed on
08/03/2007 08:03:37 AM D
Judge of Probate- Alan L. King

This instrument prepared by and,
upon recording, return to:

Gwen L. Windle, Esq.
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North
Suite 1400
Birmingham, Alabama 35203

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

STATUTORY WARRANTY DEED

18.00

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of One Million Eight Hundred Ninety-Five Thousand and NO/100 DOLLARS (\$1,895,000.00) and other good and valuable consideration, paid in hand to **McKOWN INVESTMENTS, LLC**, a California limited liability company (herein called the "Grantor"), by **ACADEMY REAL ESTATE, LLC**, an Alabama limited liability company (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, the following described real property, together with all improvements thereon, situated in Jefferson County, Alabama, to-wit:

See attached Exhibit A for legal description of property

This conveyance is subject to the matters set forth in Exhibit B.

All of the purchase price recited above was paid from the proceeds of a mortgage loan recorded simultaneously herewith.

The Grantor does for itself and for its successors and assigns, covenant with the Grantee and Grantee's successors and assigns, (i) that the above-described real property is free and clear from all encumbrances whatsoever created by, from, through or under the Grantor, and (ii) that the Grantor will forever warrant and defend the same, with the appurtenances thereunto belonging, unto the Grantee, his heirs and assigns, against all lawful claims of all persons claiming by, through or under the Grantor, except as hereinabove stated.

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

McKOWN INVESTMENTS, LLC

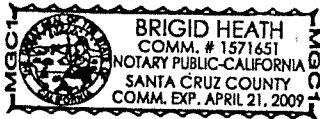
By: William E. McKown
William E. McKown
One of Its Members and Managers

STATE OF CALIFORNIA)
 :
Santa Cruz COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, **William E. McKown**, whose name as one of the members and managers of McKown Investments, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he as such member and manager and with full authority, executed the same voluntarily for as and as the act of said company.

Given under my hand this 27th day of July, 2007.

[NOTARIAL SEAL]



Brigid Heath
Notary Public
Print Name: Brigid Heath
My Commission Expires: April 21, 2009

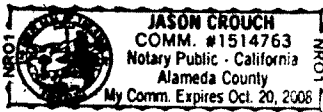
By: Michael McKown
Michael McKown
One of Its Members and Managers

STATE OF CALIFORNIA)
ALAMEDA COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, **Michael McKown**, whose name as one of the members and managers of McKown Investments, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he as such member and manager and with full authority, executed the same voluntarily for as and as the act of said company.

Given under my hand this 27th day of July, 2007.

[NOTARIAL SEAL]



Jason Crouch
Notary Public
Print Name: JASON CROUCH
My Commission Expires: 10/20/2008

By: Jean McKown Gassaway
Jean McKown Gassaway
One of Its Members and Managers

STATE OF CALIFORNIA)
)
Santa Cruz COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, **Jean McKown Gassaway**, whose name as one of the members and managers of McKown Investments, LLC, a limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he as such member and manager and with full authority, executed the same voluntarily for as and as the act of said company.

Given under my hand this 26th day of July, 2007.

[NOTARIAL SEAL]



Brigid Heath
Notary Public
Print Name: Brigid Heath
My Commission Expires: April 21, 2009

497392.1

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EXHIBIT A

Lot 13A of Academy Business Park, 3rd Revision as recorded in Map Book 43, page 37 in the records of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

EXHIBIT B

Taxes for 2007 and subsequent years not yet due and payable.

Easements and building line as shown on recorded map.

Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages as recorded in Volume 214, page 340 as modified in Instrument No. 200361/6452.

Easement for sanitary sewer as recorded under Instrument No. 9863/0920 as modified in Instrument No. 200361/6452.

Terms, Conditions, Restrictive Covenants and release of damages contained in deed recorded in Instrument No. 9962/2760 as modified in 200361/6452.

The inclusion of exceptions above is not intended to reimpose same.

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

Alan J. King Judge of Probate

"NO TAX COLLECTED"

20070803001216090 6/6
Bk: LR200763 Pg: 24463
Jefferson County, Alabama
08/03/2007 08:03:37 AM D
Fee - \$18.00

Total of Fees and Taxes-\$18.00
DGBES6

20

THIS INSTRUMENT PREPARED BY:

Gwen L. Windle, Esq.
Haskell Slaughter Young & Rediker, LLC
1400 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203



20070803001216100 1/28
Bk: LR200763 Pg: 24469
Jefferson County, Alabama
I certify this instrument filed on
08/03/2007 08:03:38 AM MTG
Judge of Probate- Alan L. King

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

Mortgagor:

Academy Real Estate, LLC

Mortgagee:

ServisFirst Bank

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

52.00
2850.00

2902.00

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (herein called the "Mortgage") made as of this 30th day of July, 2007, by **ACADEMY REAL ESTATE, LLC**, an Alabama limited liability company, as Mortgagor (herein called the "Mortgagor") to **SERVISFIRST BANK**, an Alabama banking corporation (herein, together with its successors and assigns, called the "Lender").

Simultaneously with the execution hereof, the Lender is making the Loans to the Mortgagor and [REDACTED] together with the Mortgagor, the "Borrowers") pursuant to a Loan Agreement between Borrowers and Lender of even date herewith (the "Loan Agreement"; all capitalized terms not otherwise defined herein shall have the meaning attributed to such terms in the Loan Agreement) in the aggregate principal amount of [REDACTED] as evidenced by the Notes. In consideration of the Loans and as security therefor, the Mortgagor has agreed to execute this Mortgage as security for the Obligations.

NOW, THEREFORE, in consideration of the Loans and the promises and covenants contained herein and in the Loan Agreement, and in order to secure the payment of the Obligations with the interest thereon, and any extensions or renewals thereof and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower hereby does irrevocably grant, bargain, sell, convey, assign, alien, remise, release and confirm to the Lender,

and to its successors and assigns, in fee simple, with right of entry and possession as provided below, and grants to the Lender a security interest in, the following (herein together called the "Mortgaged Property"):

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of the Borrower in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Borrower under all present and future leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by the Borrower for the purpose of being used for or in connection with the Improvements, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances.

(G) All furniture, machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired by the Borrower located on or used in connection with the Land and the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all furniture (including desks, tables, chairs, sofas, shelves, lockers and cabinets), office furnishings, appointments and supplies, office machines, equipment, appliances and apparatus, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking, washing and cleaning equipment and appliances, floor and window coverings and treatments (including rugs, carpets, draperies, shades, curtains and awnings), building maintenance equipment, appliances and apparatus, tools, implements and instruments, and machinery, equipment and apparatus used or useful in the manufacture, fabrication, production, processing, assembly, handling, conversion, treatment, storage and distribution of goods, raw materials, products, merchandise, articles, stock, wares and commodities.

(H) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land; and

(I) All shares of stock or other evidence of ownership of any part of the Land that is owned by the Borrower in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land.

This instrument secures the Obligations. As used herein, "Obligations" shall mean: (1) the payment of all amounts now or hereafter becoming due and payable under the Notes or other Loan Documents, including the principal amount of the Loans, all interest (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other reasonable fees, charges and costs (including reasonable attorneys' fees and disbursements) payable in connection therewith; (2) the observance and performance by the Borrowers of all of the provisions of the Loan Documents; (3) the payment of all sums advanced or paid by the Lender in exercising any of its rights, powers or remedies under the Loan Documents, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; (4) the payment and performance of all other indebtedness, obligations and liabilities of the Borrowers to the Lender (including obligations of performance) in connection with the Loans of every kind whatsoever, arising directly between the Borrowers and the Lender or acquired outright, as a participation or as collateral security from another person by the Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, general partner, drawer, tortfeasor, account party with respect to a letter of credit, indemnitor or otherwise; and (5) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender and to its successors and assigns forever, subject however to the terms and conditions contained herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Obligations shall be paid, at the times and in the manner stipulated in the Notes and other Loan Documents and the Borrowers shall perform and observe or cause to be performed and observed all the covenants and promises contained in the Notes, this Mortgage and all the other Loan Documents, and any extension, renewal, substitution, modification or replacement thereof, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, terminate and be void, but shall otherwise remain in full force and effect.

ARTICLE I

COVENANTS OF THE MORTGAGOR

In addition to covenants contained elsewhere herein, the Mortgagor covenants and agrees with the Lender as follows:

1.1 Performance of Loan Documents. The Mortgagor covenants and agrees to pay, perform and observe all covenants, terms, conditions and obligations contained herein and in the other Loan Documents in accordance with their respective terms and to duly and punctually pay the principal and interest due under the Notes and all other Obligations secured hereby.

1.2 Warranty of Title. The Mortgagor covenants that it is lawfully seized of an indefeasible estate in fee simple in the Land and other real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges and encumbrances whatsoever except for the Permitted Encumbrances as set forth in the Loan Agreement and that the Mortgagor will warrant and forever defend the title thereto unto the Lender and its successors and assigns against the claims of all persons whomsoever.

1.3 Further Assurances; After Acquired Property. The Mortgagor covenants and represents that all the Loan Documents executed by the Mortgagor have been duly executed and delivered and are valid and enforceable obligations of the Mortgagor in accordance with the terms thereof. The Mortgagor agrees to execute and deliver to the Lender on demand and at the Mortgagor's expense any documents, additional mortgages and instruments of further assurance required or desired by the Lender to effectuate, complete, enlarge, perfect, continue and preserve (a) the Obligations and (b) the lien of this Mortgage as a first lien upon all the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure of the Mortgagor to execute and deliver any such instruments, the Lender may execute and record any such instruments for and in the name of the Mortgagor, and the Mortgagor irrevocably appoints the Lender the agent and the attorney-in-fact of the Mortgagor for such purpose. The lien hereof will automatically attach,

without further act, to all after-acquired property attached to, made a part of or substituted for any of the Mortgaged Property.

1.4 Assignment of Leases and Rents.

(a) All the existing and future rents, revenues, royalties, issues, income and profits of the Mortgaged Property that arise from its use or occupancy, including, without limitation, security deposits and advance rentals (herein together called the "Rents") and all leases, subleases or management, leasing or occupancy agreements pertaining to the Land or the Improvements (herein together called the "Leases") are hereby absolutely and presently assigned to the Lender.

(b) The Mortgagor will not execute any Leases without first having received the prior written approval from the Lender of the form and content of the same. Without limiting the foregoing, any managing, leasing or similar fee shall be subordinated to the lien of this Mortgage.

(c) Without the prior written consent of the Lender, the Mortgagor will not accept prepayments of rent exceeding one month under any of the Leases, nor modify or amend any of the Leases, nor in any manner impair the Mortgagor's interest in the Rents. The Mortgagor will perform all covenants of the lessor under the Leases. Simultaneously with the execution hereof, the Mortgagor will execute and deliver to the Lender for recordation an assignment of leases in form acceptable to the Lender.

(d) If required by the Lender, the Leases must provide, in a manner approved by the Lender, that the Leases are junior and subordinate to the lien of this Mortgage, and that the tenant will recognize as its lessor any person succeeding to the interest of the Mortgagor upon any foreclosure of this Mortgage.

(e) Nothing herein shall render the Lender liable under any existing or future Leases, regardless of the collection of rents thereunder, for any of the covenants or agreements of the Mortgagor under such Leases.

1.5 Transfer Prohibited. If the Mortgaged Property, or any part thereof, is sold, transferred, conveyed or encumbered in any manner, voluntarily or involuntarily without the Lender's prior written consent, then such sale, transfer, conveyance, or encumbrance shall constitute a default under this Mortgage and the Lender, at its option, may declare the entire principal indebtedness plus accrued interest due and payable. If any of the stock or membership interest of Mortgagor shall be sold, conveyed, transferred, assigned or exchanged after the execution and delivery of this Mortgage without the Lender's prior written consent, such transfer shall constitute a transfer or conveyance of the Property which is hereby prohibited.

1.6 [intentionally omitted]

1.7 Compliance with Laws. The Mortgagor will promptly comply with all present and future laws, ordinances, rules, regulations and requirements of all governmental authorities having jurisdiction over the Mortgaged Property or any part thereof including, without limitation, all zoning

regulations and building codes. Without the prior written consent of the Lender, the Mortgagor will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. The Mortgagor will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property.

1.8 Books and Records; Financial Statements; Property Income and Expense Statement.

The Mortgagor will keep true and correct financial books and records in which it will make full and correct entries of all its business activities and financial affairs and the operation of the Mortgaged Property sufficient to reflect correctly the results of all operations, leasing and other income-producing activities by the Mortgagor on the Mortgaged Property, and to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. The Lender will have the right to examine, copy and audit the Mortgagor's records and books of account at all reasonable times. The Mortgagor will deliver to the Lender at such times and in such form and containing such information as shall be required by the Lender, financial statements, including, without limitation, balance sheets, profit-and-loss statements, income and expense statements and all schedules and exhibits thereto as are customarily required by sound accounting practice. Such statements and information shall be prepared in accordance with generally accepted accounting principles by the Mortgagor or, at the Lender's option, by an independent certified public accountant approved by the Lender in advance of delivery of such statements and information.

1.9 Performance by the Lender. The Mortgagor will, at its own expense, appear in and defend any action or proceeding that might affect the Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Mortgagor fails to perform any covenant, condition, term or agreement contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, take any actions and disburse any sums as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of the Mortgagor to perform its covenants (without, however, waiving any default of the Mortgagor). The Mortgagor agrees to pay all reasonable expenses of the Lender thus incurred (including, without limitation, fees and disbursements of counsel). Any such expenses incurred by the Lender will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest as specified in the Notes and will be payable by the Mortgagor upon demand. The Lender shall be the sole judge of the necessity for any such actions and of the amount to be paid or expended in connection therewith. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any defaulted covenant, condition, term or agreement hereof, without thereby becoming liable to the Mortgagor or any party in possession holding under the Mortgage. This paragraph will not be construed to require the Lender to incur any expenses or take any actions.

Fixture Filing

1.10 Personal Property.

(a) This Mortgage constitutes a SECURITY AGREEMENT AND FIXTURE FILING with respect to all personal property in which the Lender is granted a security interest hereunder and constitutes a lien on such property, and the Lender shall have all the rights and remedies of a secured party under the Alabama Uniform Commercial Code as well as all other rights and remedies available at law or in equity. The Mortgagor hereby agrees to execute and deliver on demand and to file with the appropriate filing officer or office such security agreements, financing statements, continuation statements or other instruments as the Lender may require in order to impose or perfect, or continue the perfection of, the lien or security interest created hereby. Notwithstanding the foregoing, the Lender may execute and record any such instruments, and the Mortgagor irrevocably appoints the Lender the agent and the attorney-in-fact of the Mortgagor and authorizes the Lender to make filings for such purpose. Upon the occurrence of an Event of Default hereunder, the Lender shall have the right to cause any of the Mortgaged Property which is personal property and subject to the security interest of the Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law, and the Lender shall further have all other rights and remedies, whether at law, in equity or by statute, as are available to secured creditors under applicable law. At Lender's option, Lender may proceed as to both the personal property and the real property conveyed hereby or any Security Documents in accordance with the rights and requirements with respect to the real property. Any such disposition may be conducted by an employee or agent of the Lender. Any person, including both the Mortgagor and the Lender, shall be eligible to purchase any part or all of such property at such disposition.

(b) The expenses of retaking, holding, preparing for sale, selling or the like shall be borne by the Mortgagor and shall include the Lender's attorneys' fees and legal expenses. Upon demand of the Lender the Mortgagor shall assemble such personal property and make it available to the Lender at the Land, a place which is hereby deemed to be reasonably convenient to the Lender and the Mortgagor. The Lender shall give the Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to the Mortgagor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to the Mortgagor.

1.11 Expenses. The Mortgagor will pay or reimburse the Lender for all costs and expenses (including, without limitation, attorneys' fees) incurred by the Lender in connection with the closing of the Loans (whether or not collected at closing and including, without limitation, all title, recording, survey, and legal fees and expenses), in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is involved or is made a party, or appears as party plaintiff or defendant, affecting the Notes, Mortgage, the other Loan Documents, the Mortgagor or the Mortgaged Property, including, without limitation, the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property or any action to protect the security hereof or to enforce any provision hereof and in any situation where the Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal

proceedings are commenced or involved. Any such expenses incurred by the Lender will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest at the rate specified in the Notes and will be payable by the Mortgagor upon demand.

1.12 [intentionally omitted]

1.13 Monthly Insurance Premium and Tax Deposits. At any time upon the demand by Lender, the Mortgagor will pay to the Lender on the first day of each month, together with and in addition to the regular installment of principal and interest on the Notes, an amount equal to one-twelfth (1/12) of the yearly taxes, assessments and hazard insurance premiums as estimated by the Lender to be sufficient to enable the Lender to pay, at least thirty (30) days before they become due, all taxes, assessments, casualty insurance premiums and other similar charges against the Mortgaged Property or any part thereof. Such added payments shall not be deemed to be trust funds but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Such amounts shall be used by the Lender to pay ad valorem taxes, assessments and casualty insurance premiums when due. Upon demand of the Lender, the Mortgagor agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, assessments, insurance premiums and similar charges. In the event of an occurrence of an Event of Default under any of the Loan Documents as herein or therein defined, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any such amount remaining to the Mortgagor's credit.

1.14 Other Taxes, Utilities and Liens.

(a) The Mortgagor will pay promptly when and as due, and will promptly deliver to the Lender receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever levied, assessed or imposed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, district or other taxing authority upon the Mortgagor or in respect of the Mortgaged Property or any part thereof, or any lien or charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority over or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Mortgagor will promptly pay all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Mortgagor will promptly pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(d) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or

modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender with respect to the Loan, the entire balance of the principal sum secured by the Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.15 Insurance.

(a) Mortgagor shall keep the Improvements insured, and shall maintain during the entire term of this Mortgage, comprehensive general liability coverage and such other coverages requested by Lender, by carrier(s), in amounts and in form at all times satisfactory to Lender, which carrier(s), amounts and form shall not be changed without the prior written consent of Lender. All such policies of insurance shall be issued by insurers qualified under the laws of the state in which the Land is located, duly authorized and licensed to transact business in such state and reflecting a rating of AA or better. Mortgagor shall maintain all coverages on the Property as are required by Lender at the closing of the Loan, and all other coverages as may be deemed necessary by Lender from time to time during the term of the Loan. Any failure by Lender to insist on full compliance with all of the above insurance requirements at closing does not constitute a waiver of Lender's right to subsequently require full compliance with these requirements. All policies required hereunder shall be indicated by evidence of insurance on the Accord 28 form of certificate (as such form may be updated and renamed from time to time), naming Lender as loss payee and as additional insured. Unless Mortgagor provides Lender with evidence of the insurance coverage required by this Mortgage, Lender may purchase insurance at Mortgagor's expense to protect Lender's interests in the Property and to maintain the insurance required by this Mortgage. This insurance may, but need not, protect Mortgagor's interests. The coverage purchased by Lender may not pay any claim made by Mortgagor or any claim that is made against Mortgagor in connection with the Property or any required insurance policy. Mortgagor may later request to cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Lender purchases insurance for the Property or insurance otherwise required by this Mortgage, Mortgagor will be responsible for the costs of that insurance, including interest and other charges imposed by Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The costs of the insurance may be more than the cost of insurance Mortgagor is able to obtain on its own. If the Land is located in a flood hazard area or if required pursuant to §102 of the Flood Disaster Protection Act of 1973, flood insurance in an amount acceptable to the Lender shall also be provided by the Mortgagor. The Mortgagor shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the Obligations secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender is hereby authorized and empowered to adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Mortgagor and the Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or

handling of such proceeds, the Lender may apply the net proceeds, in its sole discretion, either toward restoring the Improvements or as a credit on any portion of the Obligations secured hereby whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Mortgagor to be used to repair the Improvements or to construct new improvements in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. The Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.16 Condemnation. If all or any part of the Land or the Improvements shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the Obligations secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Mortgagor's name any action or proceeding relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, which, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the payment of the Obligations secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

1.17 Care of the Property; Inspection.

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or which might invalidate any insurance carried on the Mortgaged Property.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances which are subject to the lien hereof and which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Ten Thousand Dollars (\$10,000.00) for any single transaction, or a total of Twenty-Five Thousand Dollars (\$25,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, appliances, machinery, fixtures or appurtenances not necessarily of the same character but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, and such replacement or substitute property shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Lender.

(d) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether insurance proceeds exist, are made available or are sufficient. If any part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender.

1.18 Estoppel Affidavits. Within ten (10) days after written request from the Lender, the Mortgagor shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Notes and stating whether or not any offsets or defenses exist against such principal and interest, specifying the nature of the same.

1.19 Environmental Matters.

(a) The Mortgagor represents and warrants that the Mortgagor and the tenants of the Mortgaged Property will fully comply with all applicable federal, state or local laws, ordinances and regulations governing or pertaining to the use, generation, manufacture, release, storage or disposal of hazardous, toxic or dangerous waste, substances or materials (herein collectively called "Hazardous Substances") defined as such in or for purposes of CERCLA and all other applicable federal, state or local laws, ordinances and regulations. The Mortgagor will adequately secure, protect and supervise the Mortgaged Property to prevent unregulated, unpermitted or illegal generation, manufacture, release, storage or disposal of any Hazardous Substance.

(b) The Mortgagor further agrees to indemnify the Lender from loss (including, without limitation, attorneys' fees) arising directly or indirectly by reason of the violation, whether past, present or future, of the foregoing warranties, representations and agreements or arising from the use, generation, manufacture, release, storage or disposal of any Hazardous Substance on the Mortgaged Property.

(c) Subject to Section 3.2 of the Environmental and Hazardous Substance Indemnity Agreement, the Lender shall have the right, without prior notice, to conduct an inspection of the Mortgaged Property for Hazardous Substances, including, without limitation, asbestos, at any time during the term of the Loan and in sufficient detail to permit the Lender to determine whether Hazardous Substances are present, in use or have been disposed of on the Mortgaged Property. The Mortgagor will pay or reimburse the Lender for all reasonable expenses incurred in connection with any environmental inspection of the Mortgaged Property and any such expenses will be additional Obligations of the Mortgagor to the Lender secured by this Mortgage, will bear interest as specified in the Notes and will be payable on demand. The Lender is hereby empowered to enter and to authorize others to enter upon the Land or Improvements for the purpose of performing an environmental inspection, without thereby becoming liable to the Mortgagor or any party in possession holding under the Mortgage.

ARTICLE II

EVENTS OF DEFAULT AND REMEDIES

2.1 Events of Default. The following shall be "Events of Default" hereunder, and the term "Event of Default" as used herein shall mean any one or more of the following events:

- (a) The failure by the Mortgagor to perform any other covenant, condition or agreement contained in this Mortgage and the continuation of such failure for a period of fifteen (15) days after receipt of notice of such default;
- (b) The occurrence of any other event which under the Loan Agreement constitutes an "Event of Default" thereunder.

2.2 Remedies. Upon the occurrence of an Event of Default, the Lender may, at its continuing option, and without notice to or demand upon the Borrowers

- (a) Declare all or any part of the Obligations secured by this Mortgage and the interest accrued thereon to be due and payable immediately;
- (b) Enter onto and take possession of the Mortgaged Property and manage and operate the same, all as more particularly provided hereafter;
- (c) Collect the Rents as more particularly provided hereinafter;
- (d) Cause all or any part of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law as more particularly provided hereinafter; or
- (e) Exercise any other right or remedy granted hereunder or under any of the other Loan Documents or available at law or in equity.

2.3 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred, upon demand of the Lender the Mortgagor shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender may enter and take possession of all or any part of the Mortgaged Property and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire

additional fixtures, personalty and other property, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in its name or otherwise with respect to the same and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage, and the Lender may collect and receive all the Rents of such Mortgaged Property including those past due as well as those accruing thereafter.

(c) The Lender may deduct from such Rents (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of such insurance, (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay, (v) other proper charges upon the Mortgaged Property or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender. The Lender shall apply the remainder of the moneys so received to the payment of Obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

(d) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

2.4 Collection of Rents. If an Event of Default shall have occurred, the Lender may collect the Rents itself or by an agent or receiver. No action taken by the Lender to collect any Rents will make the Lender a "mortgagee-in-possession" of the Mortgaged Property, and possession by a court-appointed receiver will not be considered possession by the Lender. All Rents collected by the Lender or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Mortgaged Property, and then to the payment of Obligations secured by this Mortgage in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

2.5 Power of Sale. If an Event of Default shall have occurred, the Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Land is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county. Upon payment of the purchase money, the Lender or any person conducting the sale for the Lender is authorized to execute to the purchaser at said sale a deed to the property so purchased. The Lender may bid at said sale and purchase said property or any part thereof if the highest bidder therefor. At any foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Lender may elect in its sole discretion.

2.6 Application of Sale Proceeds. The proceeds of any sale under this Mortgage will be applied in the following manner:

First, to the payment of the costs and expenses of the sale, including but not limited to the Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Notes on all advances made by the Lender.

Second, to the payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided herein.

Third, to the payment of the Obligations secured by this Mortgage, whether due or to become due, in whatever order and proportions the Lender elects in its absolute discretion and without regard to the adequacy of its security.

Fourth, to the remainder, if any, to the person or persons appearing of record to be the owner of the property sold.

2.7 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in either event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. The Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and in the event the Lender exercises its option to foreclose the Mortgage in equity, the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrowers, a defense to any proceedings instituted by the Lender to collect the sums secured hereby.

2.8 Receiver.

(a) If an Event of Default shall have occurred, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the Obligations or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the Rents.

(b) The Mortgagor will pay to the Lender upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph. All such expenses will be additional Obligations secured by this Mortgage, will bear interest as specified in the Notes and will be payable upon demand.

2.9 Waiver of Manner of Sale. The Mortgagor waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this

Mortgage, and also any right to have any of the Mortgaged Property marshaled upon any sale. The Lender may in its discretion sell any real and personal property together or in parts, in one or more sales, and in any sequence the Lender selects.

2.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

ARTICLE III

GENERAL PROVISIONS

3.1 Waiver of Exemption. The Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and the Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the Obligations secured hereby.

3.2 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Notes to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

3.3 No Waiver of One Default to Affect Another.

(a) No waiver of any Event of Default hereunder shall extend to or shall affect any subsequent or any other Event of Default or shall impair any rights, powers or remedies consequent thereto.

(b) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment thereof, (iii) waives or does not exercise any right granted herein or in the other Loan Documents, (iv) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Notes or this Mortgage, (v) consents to the filing of any map, plat or replat of the Land, (vi) consents to the granting of any easement on the Land, (vii) makes or consents to any agreement subordinating the lien hereof, or (viii) enters into any agreement with the Borrowers or any partner or stockholder of the Mortgagor or any one or more of them changing any term of the Loan Documents or releasing any partner or stockholder of the Mortgagor or any security or respecting any matter

whatsoever, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Notes, this Mortgage or otherwise of the Borrowers or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted upon an Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any party is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Obligations secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.4 Discontinuance of Proceedings; Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

3.5 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.6 Notices. All notices given under this Mortgage must be in writing and must be served as provided for in the Loan Agreement.

3.7 Inspection.

(a) The Lender and its respective agents and representatives will have the right at any reasonable time to enter the Property and inspect all parts thereof. The Lender will also have the right to examine, copy and audit the books, records, accounting data and other documents of the Mortgagor relating to the Mortgaged Property.

(b) The Lender is under no duty to supervise or inspect the Mortgaged Property or the operation of the Mortgaged Property or to examine any books and records. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Mortgage. No default of the Mortgagor will be waived by any inspection by the Lender.

3.8 Status and Authority. If the Mortgagor is a corporation or partnership:

(a) The Mortgagor warrants that (i) it is duly organized and validly existing, in good standing under the laws of the State of Alabama, (ii) it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents and (iii) the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary action.

(b) The Mortgagor agrees that so long as any of its obligations hereunder or under the Loan Documents remain unsatisfied, it will not dissolve or liquidate (in whole or in part) its existence and that it will maintain its existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or partnership without the prior written consent of the Lender.

3.9 Joint and Several Liability. If the Mortgagor consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of the Mortgagor.

3.10 Successors. The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Mortgagor and the Lender.

3.11 Amendments. This Mortgage may not be modified or amended except by a written agreement signed by the parties. Mortgagor agrees that any modification entered into by the parties, including, without limitation, any changes in the interest rate, payment schedule, maturity date or increases in the amount outstanding, shall not affect or impair the priority of the lien of this Mortgage.

3.12 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.13 Counterparts. This Mortgage may be executed in counterparts, but all counterparts shall constitute but one and the same document.

3.14 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties and supersede all prior agreements and understandings including, without limitation, any loan commitment letter from the Lender to the Borrowers

3.15 Severability. The provisions of this Mortgage are severable, and the invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

3.16 Interpretation. The term "Mortgagor" includes both the original Mortgagor and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Notes or any interest therein. Whenever the context requires, all words used in the singular

will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Mortgage are for convenience only and do not define or limit any terms or provisions.

Signature Page to Follow

IN WITNESS WHEREOF, the Borrower has caused this Mortgage, Assignment of Rents, Security Agreement and Fixture Filing to be executed by its duly authorized manager on the day and year first above written.

ACADEMY REAL ESTATE, LLC

By: T. Craig Williams
T. Craig Williams
Its President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that T. Craig Williams, whose name as President of ACADEMY REAL ESTATE, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 30th day of July, 2007.

[NOTARIAL SEAL]

Jamie Marie Childs
Notary Public

Print Name: Jamie Marie Childs

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

(Legal Description of Land)

Lot 13-A, Academy Business Park, 3rd Revision, as recorded in Map Book 43, Page 37 in the Probate Office of Jefferson County, Alabama.

20070803001216100 20/20
Bk: LR200763 Pg:24469
Jefferson County, Alabama
08/03/2007 08:03:38 AM MTG
Fee - \$52.00
Mortgage Tax -\$2850.00
Total of Fees and Taxes-\$2902.00
DOBESS

497626.3

4



20070803001216130 1/4
Bk: LR200763 Pg: 24501
Jefferson County, Alabama
I certify this instrument filed on
08/03/2007 08:03:41 AM UCC 7
Judge of Probate- Alan L. King

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Jana Capello Longton 205-254-1475

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Haskell Slaughter Young & Rediker, LLC
2001 Park Place North, Suite 1400
Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

26.00

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
ACADEMY REAL ESTATE, LLC

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
[Redacted] (Attn: Craig Williams)

CITY: Birmingham
STATE: AL POSTAL CODE: 35203 COUNTRY: USA

ADD'L INFO RE ORGANIZATION DEBTOR: []
1e. TYPE OF ORGANIZATION: LLC
1f. JURISDICTION OF ORGANIZATION: AL
1g. ORGANIZATIONAL ID #, if any: [] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY: [] STATE: [] POSTAL CODE: [] COUNTRY: []

ADD'L INFO RE ORGANIZATION DEBTOR: []
2e. TYPE OF ORGANIZATION: []
2f. JURISDICTION OF ORGANIZATION: []
2g. ORGANIZATIONAL ID #, if any: [] NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
ServisFirst Bank, an Alabama banking corporation

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
Post Office Box 1508

CITY: Birmingham
STATE: AL POSTAL CODE: 35201-1508 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All property listed in Exhibit A, attached hereto, located on and used in connection with the real property described on Exhibit B, attached hereto. Debtor is the owner if the real estate described on Exhibit B.

Add'l security for mtg. filed 200763 / 24469

5. ALTERNATIVE DESIGNATION (if applicable): [] LESSEE/LESSOR [] CONSIGNEE/CONSIGNOR [] BAILEE/BAILOR [] SELLER/BUYER [] AG. LIEN [] NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum []

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE) [] All Debtors [] Debtor 1 [] Debtor 2

8. OPTIONAL FILER REFERENCE DATA
69923-009 Academy Real Estate File with JOP

EXHIBIT "A"
TO UCC-1 FINANCING STATEMENT

Collateral Description

The Property covered by this financing statement includes all of Academy Real Estate, LLC's (the "Debtor") right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into

1. The land described in Exhibit B attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of the Debtor of, in and to the same, including but not limited to the other rights herein enumerated.
2. All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this financing statement, whether or not attached or affixed to the Land.
3. All appurtenances to the Land and all rights of the Debtor in and to any streets, roads, public places, easements or rights of way relating to the Land.
4. All the rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of the Debtor under all present and future leases and subleases affecting the Land and the Improvements.
5. All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.
6. All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by the Debtor for the purpose of being used for or in connection with the Improvements, whether such building materials, equipment,

fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances.

7. All furniture, machinery, equipment, appliances and other personal property of every kind and character now owned or hereafter acquired by the Debtor located on or used in connection with the Land and the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all furniture (including desks, tables, chairs, sofas, shelves, lockers and cabinets), office furnishings, appointments and supplies, office machines, equipment, appliances and apparatus, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking, washing and cleaning equipment and appliances, floor and window coverings and treatments (including rugs, carpets, draperies, shades, curtains and awnings), building maintenance equipment, appliances and apparatus, tools, implements and instruments, and machinery, equipment and apparatus used or useful in the manufacture, fabrication, production, processing, assembly, handling, conversion, treatment, storage and distribution of goods, raw materials, products, merchandise, articles, stock, wares and commodities.
8. All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land; and
9. All shares of stock or other evidence of ownership of any part of the Land that is owned by the Debtor in common with others and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Land.

EXHIBIT "B"
TO UCC-1 FINANCING STATEMENT

Legal Description of Real Property


Lot 13A of Academy Business Park, 3rd Revision as recorded in Map Book 43, page 37 in the records of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

20070803001216130 4/4
Bk: LR200763 Pg:24501
Jefferson County, Alabama
08/03/2007 08:03:41 AM UCC 7
Fee - \$26.00

Total of Fees and Taxes-\$26.00
DGBESS

Recording requested by, and after recording, please return original to:

Gwen L. Windle, Esq.
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North
1400 Park Place Tower
Birmingham, Alabama 35203


20070803801216110 1/7
Bk: LR200763 Pg: 24489
Jefferson County, Alabama
I certify this instrument filed on
09/03/2007 08:03:39 AM XINT
Judge of Probate- Alan L. King

1950

ABSOLUTE ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS ("**Assignment**") is made as of the 30th day of July, 2007, by ACADEMY REAL ESTATE, LLC ("**Assignor**"), as assignor, to SERVISFIRST BANK, an Alabama banking corporation (together with its successors and assigns, "**Lender**"), as assignee.

BACKGROUND

Assignor and [REDACTED] (collectively, "**Borrowers**") and Lender are entering into a certain Loan Agreement of even date herewith ("**Loan Agreement**") pursuant to which Lender will make the Loans to Borrowers in the aggregate maximum principal amount of [REDACTED]. The Loans will be evidenced by Borrowers' promissory notes to Lender of even date herewith ("**Notes**") and will be secured by, among other things, a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing made by Assignor to Lender also of even date herewith ("**Security Instrument**") which encumbers the property described on Exhibit A hereto ("**Property**"). As a condition to making the Loans, Lender requires that Borrowers assign to Lender all rents, leases and other profits arising out of the Property.

NOW, THEREFORE, in consideration of the Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borrowers agree as follows:

ARTICLE 1
ASSIGNMENT

1.01 Defined Terms. Capitalized terms used in this Assignment and not specifically defined in this Assignment have the meaning provided in the Loan Agreement.

1.02 Assignment; Property Assigned. Assignor hereby irrevocably, absolutely and unconditionally assigns, sets over and transfers to Lender all of Assignor's right, title and interest in and to (but none of Assignor's obligations under) (collectively, the "**Assigned Property**") (1) all present and future leases, subleases, licenses, or occupancy agreements of all or any portion of the Property, together with any renewals, modifications or replacements thereof, and any

This Assignment is recorded as additional security for a mortgage recorded simultaneously herewith upon which a mortgage recording tax has been paid.

options, rights of first refusal or guarantees of any lease now or hereafter in effect (collectively, the "Leases"); (2) all rents, income, receipts, revenues, reserves, issues and profits arising under any Lease (together with the items described in 3, 4 and 5, below, the "Rents"); (3) all security deposits and escrow accounts made by any tenant or subtenant under any Lease; (4) all awards and payments of any kind derived from or relating to any Lease including, without limitation, claims for the recovery of damages to the Property by proceeds of any insurance policy or otherwise, claims for damages resulting from acts of insolvency or bankruptcy, lump sum payments for the cancellation or termination of any Lease, awards payable by reason of condemnation action or the exercise of any right of first refusal or option to purchase, and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded; and (5) the proceeds of any rental insurance carried by Assignor on the Property.)

1.03 Termination of Assignment. Upon payment in full of the Obligations and release or discharge of the Security Instrument of record, this Assignment, and all of Lender's right, title and interest in the Assigned Property, shall automatically terminate.

1.04 Present Assignment; License to Collect. Assignor intends this Assignment to be a present, unconditional, absolute and executed assignment of the Assigned Property and not an assignment for security only. Nevertheless, subject to the terms of this Assignment, Lender hereby grants to Assignor a revocable license to collect Rents and all other payments required under the Leases. Lender's right to revoke the license granted to Assignor is in addition to all other rights and remedies available to Lender following an Event of Default.

(a) From and after the occurrence of an Event of Default, however, and without the necessity of notice or prior demand or Lender's entering upon and taking and maintaining control of the Property (whether directly or through a receiver), the license granted to Assignor by this Section 1.04 shall terminate automatically, and Lender shall be entitled to exercise all of Assignor's rights or the rights of lessor under the Leases and with respect to the Rents and Lender shall have no obligation to remit any Rents to Assignor hereunder but shall be entitled in its sole discretion to withdraw and apply funds constituting the Rents to payment of any and all debts, liabilities and obligations of Assignor to Lender pursuant to, or in connection with, the Loan, the Loan Documents and this Agreement, in such order, proportion and priority as Lender may determine in its sole discretion.

1.05 Notice to Tenants.

(a) Assignor designates Lender to receive, and shall authorize and direct each present and future tenant of the Property to pay over to Lender all Rents at Lender's address set forth in the Loan Agreement or as otherwise directed by Lender and to continue to do so until otherwise notified by Lender; (b) no payment by any tenant shall be of any force or effect unless made to Lender, as provided herein; (c) Assignor represents and warrants that it has notified each present tenant of the Property and shall continue to notify and direct each new tenant in writing, and in a manner and form satisfactory to Lender, of the foregoing; and (d) Assignor shall forward to Lender any and all sums received by Assignor in connection with the operation of the Property at Lender's address set forth in the Loan Agreement or as otherwise directed by Lender, within five (5) days of receipt of such sums by Assignor.

(b) Assignor agrees that this Assignment and said designation and directions to each tenant herein set forth are irrevocable and Assignor shall not, while this Assignment is in effect or thereafter until each tenant has received from Lender notice of the termination hereof, take any action as landlord under the Leases or otherwise which is inconsistent with this Assignment or make any other assignment, designation or direction inconsistent herewith and that any assignment, designation or direction inconsistent herewith shall be void.

1.06 Assignor Bankruptcy. If a petition under the Bankruptcy Code is filed by or against Assignor, and Assignor determines to exercise its rights under the Bankruptcy Code to reject any Lease, Assignor shall give Lender written notice not less than ten (10) days prior to the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender has the right to serve Assignor within such ten-day period a notice stating (a) that Lender demands that Assignor assume the Lease and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (b) that Lender agrees to cure Assignor's default under the Lease or provide adequate assurance of future performance under the Lease. If Lender so notifies Assignor, Assignor shall not seek to reject the Lease and shall assume and assign such Lease to Lender within thirty (30) days after Lender's notice is given.

1.07 Security Deposits. Assignor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to Lender. Upon demand by Lender, Assignor shall deliver the security deposits to Lender or Lender's designee. Upon delivery of the security deposits to Lender, the Lender will hold the security deposits pursuant to the terms of the Leases in respect of which such security deposits were obtained by Assignor. Provided, however, in no event shall Lender be liable under any Lease of any part of the Property for the return of any security deposit in any amount in excess of the amount delivered to Lender by Assignor

ARTICLE 2

DEFAULT AND REMEDIES

2.01 Events of Default. The failure of Assignor to perform its obligation under this Assignment or the occurrence of an "Event of Default" as that term is defined under the Loan Agreement shall constitute an "**Event of Default**" under this Assignment.

2.02 Remedies. Following an Event of Default (which has not been waived in writing by Lender), Lender, without notice or consent from Assignor, shall be entitled to exercise all rights and remedies as have been provided to Lender hereunder, under the other Loan Documents, by law or in equity. Such rights and remedies are cumulative and may be exercised independently, concurrently or successively in Lender's sole discretion and as often as occasion therefor shall arise. Lender's delay or failure to accelerate the Loan or exercise any other remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right as remedy. No partial exercise by Lender of any right or remedy will preclude further exercise thereof. Notice or demand given to Assignor in any instance will not entitle Assignor to notice or demand in similar or other circumstances nor constitute Lender's waiver of its right to take any future action in any circumstance without notice or demand (except where expressly required by this Assignment to be given). Lender may release other security for the Loan, may release any party liable for the Loan, may grant extensions, renewals or forbearances with respect thereto, may accept a partial or past due payment or grant other indulgences, or may

apply any other security held by it to payment of the Loan, in each case without prejudice to its rights under this Assignment and without such action being deemed an accord and satisfaction or a reinstatement of the Loan. Lender will not be deemed as a consequence of its delay or failure to act, or any forbearances granted, to have waived or be estopped from exercising any of its rights or remedies.

ARTICLE 3
LIMITATIONS ON LENDER LIABILITY

3.01 No Mortgagee in Possession. Neither the granting of this Assignment to Lender, nor Lender's exercise of any rights or remedies under this Assignment, shall be construed to make Lender a "mortgagee in possession" of the Property in the absence of Lender itself taking actual possession of the Property.

3.02 No Obligation for Lease Performance or Property Condition. Lender's acceptance of this Assignment shall not at any time obligate Lender to take any action with respect to the Leases, including, without limitation, the performance of any obligation to be performed on the part of Assignor under any of the Leases, which shall remain exclusively with Assignor. Without limiting the foregoing, this Assignment shall not operate to place on Lender any obligation or liability for: (a) the control, care, management or repair of the Property; (b) for carrying out any of the terms and conditions of the Leases; (c) any waste committed on the Property by tenants or any other parties; (c) any dangerous or defective condition of the Property (including, without limitation, the presence of any Hazardous Materials as defined in the Hazardous Substances and Environmental Indemnity Agreement); or (d) any negligence of Assignor or Assignor's agents in the management, upkeep, repair or control of the Property resulting in injury or death to any tenant or any other party or any loss of personal property. Assignor, for itself and any party claiming under or through Assignor, hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

3.03 Accountability for Rents Received. Lender shall be obligated to account only for Rents actually collected or received by Lender, and Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to lease the Property after an Event of Default.

ARTICLE 4
MISCELLANEOUS PROVISIONS

4.01 Choice of Law. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF SUCH STATE.

4.02 Further Assurances. Assignor, at Assignor's expense, agrees to take such further actions and execute such further documents as Lender reasonably may request to carry out the intent of this Assignment or to establish and protect the rights and remedies created or intended to be created in favor of Lender hereunder. Assignor agrees to pay all filing, registration or

recording fees or taxes, and all expenses incident to the preparation, execution, acknowledgment or filing/recording of this Assignment or any such instrument of further assurance, except where prohibited by law so to do.

4.03 No Third Party Beneficiary. Notwithstanding any provision of this Assignment to the contrary, this Assignment is not intended by the parties to create, and shall not create, benefits on behalf of any tenant or other occupant of the Property or anyone claiming rights through any tenant or other occupant of the Property.

4.04 No Agency or Partnership. Nothing contained in this Assignment shall constitute Lender as a joint venturer, partner or agent of Assignor, or render Lender liable for any debts, obligations, acts, omissions, representations, or contracts of Assignor.

[Remainder of page is blank; signatures appear on next page.]

IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Assignment.

ASSIGNOR:

ACADEMY REAL ESTATE, LLC

By: T. Craig Williams
T. Craig Williams
Its President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that T. Craig Williams, whose name as President of ACADEMY REAL ESTATE, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal of office, this 30th day of July, 2007.

[NOTARIAL SEAL]

Jamie Marie Childs
Notary Public

My Commission Expires: _____

497912.2

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 15, 2009
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS**

Exhibit A
Legal Description of the Property

Lot 13-A, Academy Business Park, 3rd Revision, as recorded in Map Book 43, Page 37 in the Probate Office of Jefferson County, Alabama.

20070803001216110 7/7
Bk: LR200763 Pg: 24489
Jefferson County, Alabama
08/03/2007 08:03:39 AM XINT
Fee - \$19.50
Total of Fees and Taxes-\$19.50
DGBESS

2 Mil Morgan



20060728000936730 1/2
Bk: LR200664 Pg:6209
Jefferson County, Alabama
I certify this instrument filed on:
07/28/2006 08:16 AM D
Judge of Probate- Mark Gaines

This instrument was prepared by:
W. Cameron Parsons
WIGGINS, JONES, PARSONS & FISHER, P.C.
2625 Eighth Street (35401)
Post Office Box 1939
Tuscaloosa, Alabama 35403-1939
(205) 759-5771

Purchase Price:
1,840,000

7.00
860.00
867.00

STATE OF ALABAMA
JEFFERSON COUNTY

§
§
§

STATUTORY WARRANTY DEED

860,000 + mtg.

This is a STATUTORY WARRANTY DEED executed and delivered by **Sher-Wil, Inc.**, an **Alabama Corporation** (hereinafter referred to as the "Grantor"), to **McKown Investments, LLC**, a **California Limited Liability Company** (hereinafter referred to as the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by the Grantee to Grantor, the Grantor do by these presents grant, bargain, sell and convey unto the Grantee, the following described real estate situated in Jefferson County, Bessemer Division, Alabama, to-wit:

See Exhibit "A" attached hereto the same being incorporated herein as if set out fully.

TO HAVE AND TO HOLD, to the said Grantee, their heirs and successors forever. The Grantor hereby covenants and agrees with Grantee, their heirs and successors, that the Grantor, their heirs and successors, will warrant and defend the above described real estate against the lawful claims (unless otherwise noted above) of all persons claiming, by, through, or under the Grantor, but not further or otherwise. This property conveyed is conveyed As-Is, Where-Is, and by acceptance and the recordation of this Deed the Grantee accepts the property and all improvements located therein in its present condition with all faults.

IN WITNESS WHEREOF, the Grantor has caused this Statutory Warranty Deed to be executed on this the 14th day of July, 2006.

SHER-WIL, INC.

By: Luther S. Pate, IV
Its: President

STATE OF ALABAMA §
COUNTY OF TUSCALOOSA §

I, the undersigned, a Notary Public, in and for said county and state, hereby certify that **Luther S. Pate, IV**, whose name as President of **Sher-Wil, Inc.**, an Alabama Corporation, has signed the foregoing Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Warranty Deed, he executed the same voluntarily, and as an act of said corporation.

Given under my hand and official seal, this the 14th day of July, 2006.

Notary Public
My Commission Expires: 7-21-07

Send Tax Notices:
McKown Investments, LLC
23920 Summit Road
Los Gatos, CA 95033

EXHIBIT "A"

Legal Description

Lot 13 Academy Business Park – 2nd Revision, a map or plat of which is recorded in Plat Book 40/48 in Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

LESS AND EXCEPT:

A parcel of land located in the southwest quarter of the southwest quarter of Section 19, Township 19 South, Range 4 West and being a portion of Lot 13, Academy Business Park – 2nd Revision as recorded in the Probate Office of Jefferson County, Alabama (Bessemer Division) in Map Book 40 at Page 48, said parcel being more particularly described as follows:

COMMENCE at the southwest corner of said Section 19; thence run South 88 degrees, 42 minutes, 33 seconds East and along the south boundary of said Section 331.77 feet; thence run North 01 degrees, 17 minutes, 27 seconds East 204.10 feet to a 1/2" capped rebar set at the southwest corner of said Lot 13 and the POINT OF BEGINNING; thence run North 16 degrees, 11 minutes, 01 seconds East and along the west boundary of said Lot 12.11 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 57.87 feet to a 1/2" capped rebar set; thence run South 16 degrees, 33 minutes, 35 seconds West 4.39 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 3.00 feet to a 1/2" capped rebar set; thence run North 16 degrees, 33 minutes, 35 seconds East 4.39 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 78.80 feet to a 1/2" capped rebar set; thence run South 16 degrees, 33 minutes, 35 seconds West 3.31 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 3.00 feet; thence run North 16 degrees, 33 minutes, 35 seconds East 3.31 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 9.64 feet to a 1/2" capped rebar set; thence run South 16 degrees, 33 minutes, 35 seconds West 5.56 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 20.00 feet to a 1/2" capped rebar set; thence run North 16 degrees, 33 minutes, 35 seconds East 5.56 feet to a 1/2" capped rebar set; thence run South 73 degrees, 26 minutes, 25 seconds East 37.75 feet to a 1/2" capped rebar set on the east boundary of said Lot 13; thence run South 29 degrees, 58 minutes, 00 seconds West along said east boundary 11.05 feet to a 1/2" capped rebar set at the southeast corner of said Lot 13; thence run North 73 degrees, 48 minutes, 59 seconds West along the south boundary of said Lot 207.42 feet to the POINT OF BEGINNING.

Said parcel containing 22516 square feet, or 0.052 acres.

20060728000936730 2/2
Bk: LR200664 Pg:6209
Jefferson County, Alabama
07/28/2006 08:16:16 AM D
Fee - \$7.00
Deed Tax - \$860.00
Total of Fees and Taxes - \$867.00
CIBESS

2

\$500.00

This Instrument Prepared by:

Claude McCain Moncus
400 Shades Creek Parkway
Suite 100
Birmingham, AL 35209

Send Tax Notice to:

Sher-Wil, Inc.
819 Mimosa Park Road
Tuscaloosa, AL 35405

9.50
.50

10.00

STATE OF ALABAMA

2 0 0 5 6 2 / 2 5 5 0

COUNTY OF JEFFERSON

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN nd No/100 Dollars (\$10.00), and other good and valuable considerations to Academy Real Estate, LLC, an Alabama limited liability company (hereinafter referred to as the "Grantor"), in hand paid by Sher-Wil, Inc., an Alabama corporation, (hereinafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents hereby remise, release and quitclaim to Grantee all of his right, title, interest and claim in or to the building and other improvements constructed on the following described real estate situated in Jefferson County, Alabama, to-wit:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD to the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed on this the 15th day of July, 2005.

Academy Real Estate, LLC, an Alabama liability

By: Charles J. Allison

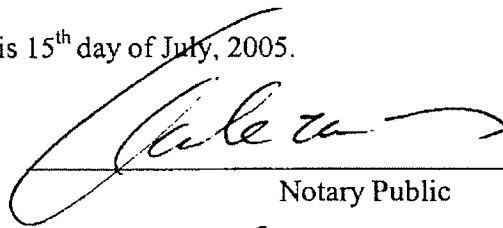
Charles J. Allison
Its: President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles J. Allison, whose name as President of Academy Real Estate, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and seal, this 15th day of July, 2005.

[NOTARIAL SEAL]



Notary Public

Print Name: Claude M. Monney

My Commission Expires: 12/28/2007

4
(1)
\$ 500⁰⁰/₁₀₀
12.00
50
12.50

This Instrument Prepared by:

Kimberly L. Hager, Esq.
Haskell Slaughter Young & Rediker, LLC
1400 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203

Send Tax Notice to:

Charles J. Allison
2506 Crestwood Blvd.
Ironton, Alabama 35210

2 0 0 5 6 2 / 2 5 4 8

STATE OF ALABAMA

COUNTY OF JEFFERSON

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN and No/100 Dollars (\$10.00), and other good and valuable considerations to Z-28, Inc., an Alabama corporation (hereinafter referred to as the "Grantor"), in hand paid by Academy Real Estate, LLC, an Alabama limited liability company, (hereinafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, the said Grantor does by these presents hereby remise, release and quitclaim to Grantee all of his right, title, interest and claim in or to the building and other improvements constructed on the following described real estate situated in Jefferson County, Alabama, to-wit:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD to the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has caused this deed to be executed on this the 15th day of July, 2005.

Z-28, INC.

By: 

J. Philip Bartlett

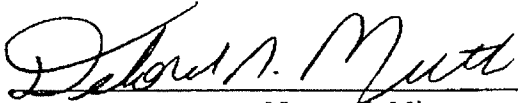
Its: President and Sole Shareholder

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Philip Bartlett, whose name as President and Sole Shareholder of Z-28, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 15th day of July, 2005.

[NOTARIAL SEAL]



Notary Public

Print Name: Deborah N. Muth

My Commission Expires ~~My Commission Expires 05/10/08~~

EXHIBIT A
Legal Description

ALL IMPROVEMENTS ON LOT 13, ACCORDING TO THE SURVEY OF ACADEMY BUSINESS PARK 2nd REVISION, AS RECORDED IN MAP BOOK 40, PAGE 48, IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA , BESSEMER DIVISION, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING FIXTURES:

ANY AND ALL WALK-IN COOLERS, BUILT-IN COOLERS, EXHAUST VENTS/FANS, ALL HVAC SYSTEMS AND EQUIPMENT, ALL PLUMBING SYSTEMS AND PLUMBING FIXTURES INCLUDING BUT NOT LIMITED TO KITCHEN PLUMBING FIXTURES, ALL BOOTHS, THE BAR (COUNTER) AND BAR RELATED FIXTURES (I.E., ANY ATTACHED SEATS FOR THE BAR), ALL ELECTRICAL EQUIPMENT AND FIXTURES, AND ALL SIGNAGE (EXCEPT THAT WHICH IS LICENSED BY GOLDEN RULE), THE DUMPSTER ENCLOSURE, AND ANY ATTACHMENTS TO THE LAND AND BUILDING OUTSIDE THE PREMISES, I.E., EXTERIOR LIGHTING, LANDSCAPING, ETC., AND ANY AND ALL REPLACEMENTS OR SUBSTITUTIONS OF ANY OF THE ABOVE-NAMED FURNITURE, FIXTURES AND/OR EQUIPMENT, ALL BEING LOCATED AT 5060 ACADEMY LANE, BESSEMER, ALABAMA 35022.

MAIL TAX NOTICE TO:

This Instrument was prepared by

Sher-Wil, Inc.
P.O. Box 468
Northport, AL 35457

Michael M. Partain, General Attorney
U. S. Steel Group Law Department
Fairfield Office
P. O. Box 599
Fairfield, Alabama 35064

STATE OF ALABAMA)

SPECIAL WARRANTY DEED

COUNTY OF JEFFERSON)

13⁰⁰

Day called on my file @ Sim.

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to **USX CORPORATION**, a Delaware corporation, hereinafter referred to as "Grantor", by **SHER-WIL, INC.**, an Alabama corporation, hereinafter referred to as "Grantee", the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee certain land, **MINERALS AND MINING RIGHTS OWNED BY GRANTOR EXCEPTED**, situated in the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 19 South, Range 4 West of the Huntsville Principal Meridian, Jefferson County, Alabama, being more particularly described as follows, to wit:

Lots 9 and 12, according to the Survey of Academy Business Park, as recorded in Map Book 32, page 59, in the Probate Office of Jefferson County, Alabama (Bessemer Division); and

Lots 2-A, 3-A, 6-A, 6-B, and 7-A, according to the Survey of Academy Business Park - 1st Revision, as recorded in Map Book 33, page 13, in the Probate Office of Jefferson County, Alabama (Bessemer Division).

RESERVING AND EXCEPTING to the extent of Grantor's ownership, however, from this conveyance all of the coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, together with the right to explore for, to drill for, to mine, to produce and to remove said coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances in and under said land, including water associated with the production of coalbed methane gas, without using the surface of said land and also the right to transport through said land coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone, and all other minerals and non-mineral substances from adjoining or other land without using the surface of the land hereby conveyed.

This conveyance is made upon the covenant and condition that no right of action for damages on account of injuries to the land herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon said land, or to any owners or occupants or other persons in or upon said land, resulting from past mining and/or gas or oil producing operations of Grantor, or its assigns, licensees, lessees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coalbed methane gas, gob gas, limestone and all other minerals and non-mineral substances, including water associated with the production of coalbed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, or contractors, whether said past mining and/or gas or oil producing operations be in said lands or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

As a condition of the conveyance hereunder, Grantee acknowledges that the physical condition of said land conveyed hereunder has been inspected by Grantee or its duly authorized agent and that said land is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Grantee accepts the physical condition of said land "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Grantor from any liability of any nature arising from or in connection with the physical condition of said land, including without limitation any condition of an environmental nature or any condition caused by sinkholes, underground aquifers, mines, tunnels, pipelines, transmission lines, or railroads. This condition shall constitute a covenant running with the land as against Grantee and all successors in title.

No private right of action shall accrue with respect to the physical condition of said land to any subsequent purchaser of said land, whether by foreclosure or otherwise, due solely to the taking of title to said land and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs, loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical condition of said land or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous materials or waste pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Resources Conservation and Recovery Act, as amended, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

TO HAVE AND TO HOLD unto Grantee and to Grantee's successors and assigns forever, **SUBJECT**, however, to the following: (a) any existing leases, licenses, agreements, restrictions, easements, rights-of-way, or encroachments; (b) any applicable zoning ordinances and subdivision regulations or other ordinances, laws, and regulations affecting said land; (c) real estate ad valorem taxes due and payable for the current tax year, and any other taxes, charges, or assessments of the levying jurisdictions; (d) all matters of public record affecting said land; (e) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of said land; and (f) easements, set back lines, and other matters shown in Map Book 32, page 59, and Map Book 33, page 13, in said Probate Office.

Said land is subject to the following restrictive covenants which shall run with the land as against Grantee and all successors in title for a period of twenty (20) years:

(1) Grantee covenants and agrees not to construct or install any access roads or utilities of any kind to serve any lands adjoining said land and covenants and agrees not to construct or install any access roads or utilities of any kind on said land to serve any lands not owned by Grantor adjoining said land.

(2) Grantee covenants and agrees that said land shall not have direct access from Academy Drive as shown on EXHIBIT A.

(3) Grantee covenants and agrees that only signs that identify the facilities located on said land shall be permitted on said land and that no other "billboard" signs or similar signs used for advertising purposes shall be permitted on said land.

(4) Grantee covenants and agrees that the overall height of any pylon sign located on said land shall be limited to eighty (80) feet and the sign area shall be limited to three hundred (300) square feet.

(5) Grantee covenants and agrees that the use of said land is restricted to restaurants, hotels, motels, offices, convenience stores and retail gasoline/diesel fuel sales facilities, new car dealerships, and movie theaters.

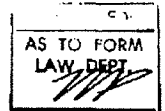
(6) Grantee covenants and agrees that Grantor shall have the right to approve in writing all criteria plans or site drawings, including landscaping plans and building signs, for the first buildings constructed on Lot 12 of said land.

Grantor covenants that it is lawfully seized and possessed of said land and has the right to convey it, and it warrants the title against all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 17th day of June, 19 99.

ATTEST:

USX CORPORATION



By: Craig D. Myall
Assistant Secretary

By: Pete Moller

Title: Peter Moller, President

State of Alabama - Jefferson County
I certify this instrument filed on:
1999 AUG 03 A.M. 08:28
Recorded and \$ Mtg. Tax
and \$ 13.00 Deed Tax and Fee Amt.
\$ 13.00 Total \$

USX Realty Development,
a division of U. S. Steel Group,
USX Corporation

GEORGE R. REYNOLDS, Judge of Probate



9962/2760 BESS

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

George R. Reynolds

Judge of Probate

"NO TAX COLLECTED"

STATE OF Pennsylvania)
COUNTY OF Allegheny)

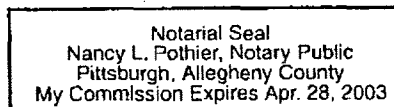
I, Nancy L. Pothier, a Notary Public in and for said County, in said State, hereby certify that Pete Moller whose name as President of USX Realty Development, a Division of U. S. Steel Group, USX Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 17th day of June, 19 99.

Nancy L. Pothier
Notary Public

[SEAL]

My Commission Expires: April 28, 2003





Property Report

Friday, August 31, 2018

5060 Academy Ln, Bessemer, AL 35022-5249
Jefferson County, AL parcel# 38 00 19 3 000 010.000

Property Report

Location

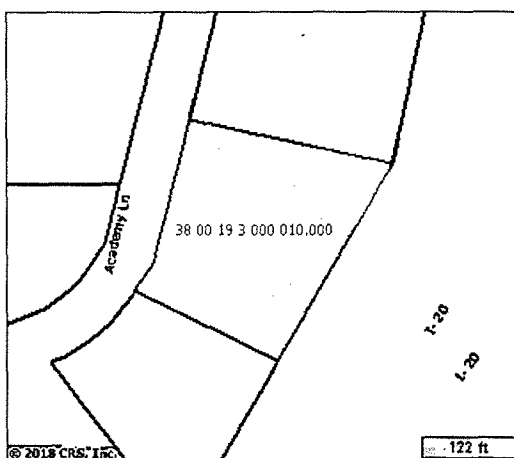
Property Address 5060 Academy Ln
Bessemer, AL 35022-5249
Subdivision Academy Business Park 3Rd
County Jefferson County, AL

Current Owner

Name Academy Real Estate Llc C/O T Craig Williams Balch & Bi

Mailing Address

[REDACTED]



Property Summary

Property Type Commercial
Land Use Eating Places
Improvement Type Restaurant
Square Feet 4860 sf

General Parcel Information

Parcel/Tax ID 38 00 19 3 000 010.000
Alternate Parcel ID
Account Number 52699
District/Ward Bessemer
2010 Census Trct/Blk 141.04/2
Assessor Roll Year 2017

Sales History through 08/10/2018

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
07/01/2007	\$1,895,000					
07/01/2006	\$1,840,000					

Tax Assessment

Appraisals	Amount	Taxes	Amount
Assessment Year	2017	Tax Year	2017
Appraised Land	\$407,700	City Taxes	\$0
Appraised Improvements	\$476,900	County Taxes	\$0
Total Tax Appraisal	\$884,600	Total Taxes	\$12,154.40
Total Assessment	\$176,920	Exempt Amount	
		Exempt Reason	

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#	Assignments/Releases
7/30/2007	\$1,900,000	Academy Real Estate Llc	Servisfirst Bank	200763/24469	

Property Characteristics: Building

Building #	Type	Condition	Sq Feet	Year Built	Effective Year	BRs	Baths	Rooms	Stories	Units
1	Restaurant		4860	2003	2002	1			1	
Building Square Feet (Living Space)					Building Square Feet (Other)					
Base Area			4860	Open Porches		40				
				Open Porches		492				
				Utility		104				

Construction

Quality		Roof Framing	Bar Joist & Rigid Insulation
Shape		Roof Cover Deck	Asphalt Shingles Heavy
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	Concrete Raised
Foundation	Slab	Interior Finish	Wood Panels
Floor System		Air Conditioning	
Exterior Wall	Hardboard-Lap	Heat Type	Heat/Ac Fha/Ac
Structural Framing		Bathroom Tile	

Fireplace	Plumbing Fixtures
Other	
Occupancy	Building Data Source

Property Characteristics: Extra Features

Feature	Size or Description	Year Built	Condition
Sprinkler Fire Protection Wet			
Pavement Curbing Long-Run	1300		

Property Characteristics: Lot

Land Use	Eating Places	Lot Dimensions	199.9 X 266.4 IRR
Block/Lot	/13A	Lot Square Feet	50,965
Latitude/Longitude	33.363946°/-87.003948°	Acreage	1.17

Property Characteristics: Utilities/Area

Gas Source	Natural	Road Type	Paved Curb And Gutter
Electric Source		Topography	Rolling
Water Source	Public	District Trend	
Sewer Source	Public	Special School District 1	074
Zoning Code	I3	Special School District 2	
Owner Type			

Legal Description

Subdivision	Academy Business Park 3Rd	Plat Book/Page	1043/37
Block/Lot	/13A	Description	Lot 13A Academy Business Park 3Rd
District/Ward	Bessemer		Revision Mb 43 Pg 37

Flood Zone Information

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	Firm Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	01073C0657G	09/29/2006

Zone Source: FEMA DFIRM Data

Friday, August 31, 2018

5060 Academy Ln, Bessemer, AL 35022-5249
 Jefferson County, AL parcel# 38 00 19 3 000 010.000

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 Information Deemed Reliable But Not Guaranteed.
 Contact Us at (800) 374-7488 ext 3 for Help.

STATE OF ALABAMA
 JEFFERSON COUNTY
 The undersigned Luther S. Pate, N. Manager Exit 108, LLC, Manager and Sole Member Chalkville, LLC, and President Sher-Wil, Inc., John Micks, Vice President First Commercial Bank, Thomas Howard, General Manager Southeast USX Real Estate, a Division of United States Steel Corporation, and Jeff Williams, Vice President First Financial Bank, do hereby certify that we are the only entities having any right, title or interest in the land shown on the plat of Academy Business Park - 2nd Revision, and that the Plat represents a correct survey of the above-described property made with our consent and that we hereby dedicate to the public use all the streets or shown on said plat. The easements as shown on the plat are created for the installation and maintenance of public utilities. The undersigned hereby guarantees a clear title to all lands so dedicated from itself and its assigns forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the contractor's certificate.

Witness my hand this 9th day of February, 2005.

Luther S. Pate
 Luther S. Pate, N. Manager Exit 108, LLC

John Micks
 John Micks, Vice President First Commercial Bank

Thomas Howard
 Thomas Howard, General Manager - Southeast USX Real Estate, a Division of United States Steel Corporation

Jeff Williams
 Jeff Williams, Vice President First Financial Bank

Janet M. Hibler, Notary
 MY COMMISSION EXPIRES 3/14/05

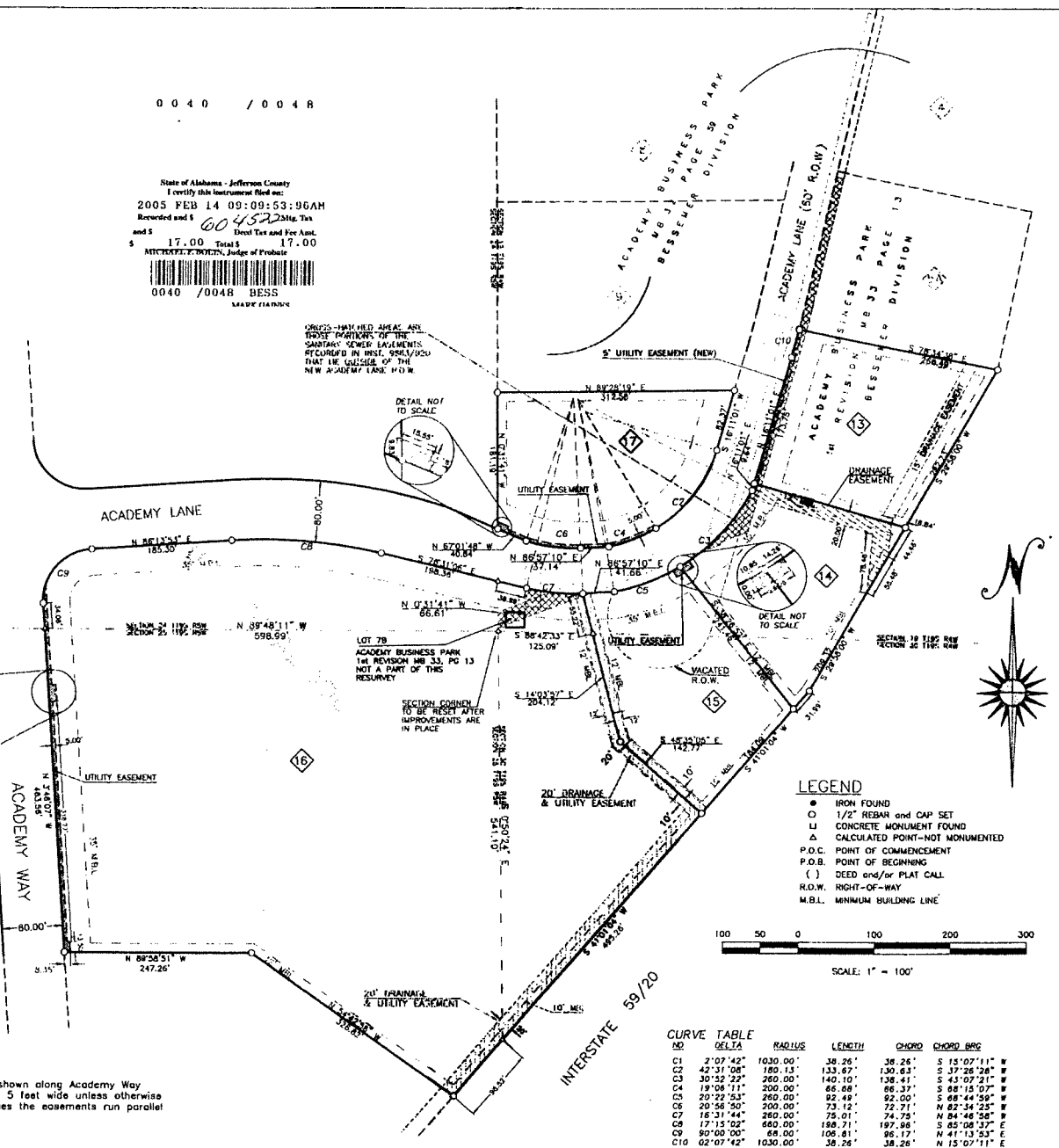
A PORTION OF ACADEMY LANE WAS VACATED BY BESSEMER CITY COUNCIL RESOLUTION NO. _____ DATED: _____

Mary Ann H. McCraw
 MARY ANN H. MCCRAW
 Notary Public
 STATE OF ALABAMA
 MY COMMISSION EXPIRES: March 14, 2005

0040 / 0048

State of Alabama - Jefferson County
 I certify this instrument filed on:
 2005 FEB 14 09:09:53:96AM
 Recorded and \$ 604522 Mfg. Tax
 and \$ _____ Deed Tax and Fee Amt.
 Total \$ 17.00
 ATTORNEY'S FEE: _____ Judge of Probate
 0040 / 0048 BESS
 MADE IN ALABAMA

GROUPS-MARKED AREAS ARE THOSE PORTIONS OF THE SANITARY SEWER EASEMENTS RECORDED IN INSTR. 9584/020 THAT THE SUCCESSION OF THE NEW ACADEMY LANE P.O.W.



- LEGEND**
- IRON FOUND
 - 1/2" REBAR AND CAP SET
 - △ CONCRETE MONUMENT FOUND
 - △ CALCULATED POINT-NOT MONUMENTED
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - () DEED and/or PLAT CALL
 - R.O.W. RIGHT-OF-WAY
 - M.B.L. MINIMUM BUILDING LINE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEG.
C1	2°07'42"	1030.00'	38.26'	38.26'	S 15°07'11" W
C2	42°31'08"	180.13'	133.87'	130.63'	S 37°26'28" W
C3	30°52'22"	260.00'	140.10'	136.41'	S 43°07'21" W
C4	19°06'11"	200.00'	66.68'	66.37'	S 88°15'07" W
C5	20°22'53"	260.00'	92.49'	92.00'	S 68°44'56" W
C6	20°58'50"	200.00'	73.12'	72.71'	N 82°34'25" W
C7	18°31'44"	260.00'	75.01'	74.75'	N 84°46'58" W
C8	17°15'02"	660.00'	168.71'	167.98'	S 85°08'37" E
C9	90°00'00"	69.00'	106.61'	96.17'	N 41°13'53" E
C10	02°07'42"	1030.00'	38.26'	38.26'	N 15°07'11" E

I hereby certify that the subdivision plat of Academy Business Park - 2nd Revision has been found to comply with the Subdivision Regulations for Bessemer, Alabama with the exception of such variances, if any, as are noted in the minutes of the Planning and Zoning Commission, and that it has been approved for recording in the Office of the Probate Judge of Jefferson County.

Laura L. Ableson
 Laura L. Ableson
 Chairman, Planning and Zoning Commission

Ronald H. Dittus
 Ronald H. Dittus
 City Engineer, City of Bessemer

Abby Stiles
 Abby Stiles
 Building Inspector, City of Bessemer

John Micks
 John Micks
 City Clerk, City of Bessemer

SURVEYOR'S CERTIFICATE: I, John Michael Hicks, the undersigned, do hereby certify that I am a professional land surveyor and that the enclosed map of Academy Business Park - 2nd Revision, consisting of Section 24, 11th RSW and Section 25, 11th RSW, is a true and correct survey made under my supervision on the 8th day of February, 2005; and that all the monuments shown hereon actually exist and their positions are correctly shown; and that this survey has been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

John Michael Hicks
 John Michael Hicks, P.L.S.
 AL License No. 15714



Witness: _____

Environmental Services Department approval indicates that easements have been dedicated for future Jefferson County sanitary sewers. This does not mean sanitary sewers have been built, or will be built in the future. Any change in the right-of-way or easement boundaries after this date may void this approval.

Approved by: *[Signature]* Date: 2/11/05
 As: Acting Director
 Jefferson County Environmental Services

NOTE: The utility easements shown along Academy Way and Academy Lane are 5 feet wide unless otherwise dimensioned. In all cases the easements run parallel to the right-of-way.



HERNDON, HICKS & ASSOCIATES, INC.
 2728 Luellen Wallace Blvd
 P.O. Box 306
 Northport, AL 35476
 Phone (205) 333-0063 - Fax (205) 333-0178
 mhicks@herndonhicks.com

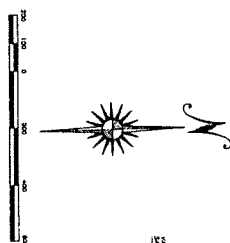
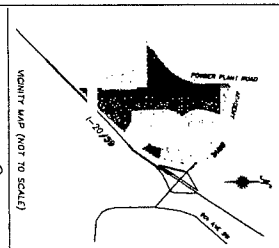
205 East Washington St
 P.O. Box 447
 Demopolis, AL 36732
 Phone (334) 299-3020 - Fax (334) 280-3335

Academy Business Park - 2nd Revision
 being a Resurvey of Lots 6A, 6B & 7 of Academy Business Park - 1st Revision (MB 33, PG 13) & Lot 8, Academy Business Park (MB 32, PG 13)
 in the SW1/4-SW1/4 Section 19 & NW1/4-NW1/4 Section 30, T19S, R4W
 & the SE1/4-SE1/4 Section 24 & NE1/4-NE1/4 Section 25, T19S, R5W
 Jefferson County, Alabama

Source: Plat
 Field Work: 10-04
 Survey Type: Boundary
 Field Book: 66
 ACAD File: 500528-24-19-30-13
 COGO File: 0210-054-02

Job No.: 0210-054
 Date: 02-09-05
 Scale: 1"=100'
 Drawn by: JMH
 Approved by: JMH
 Surveyed by: wjn

Drawing name: C:\DRAWINGS\3101\ACAD\0210-054_2nd Revision_FSD_1-27-05.dwg Plotted on: Feb 04, 2005 10:13am

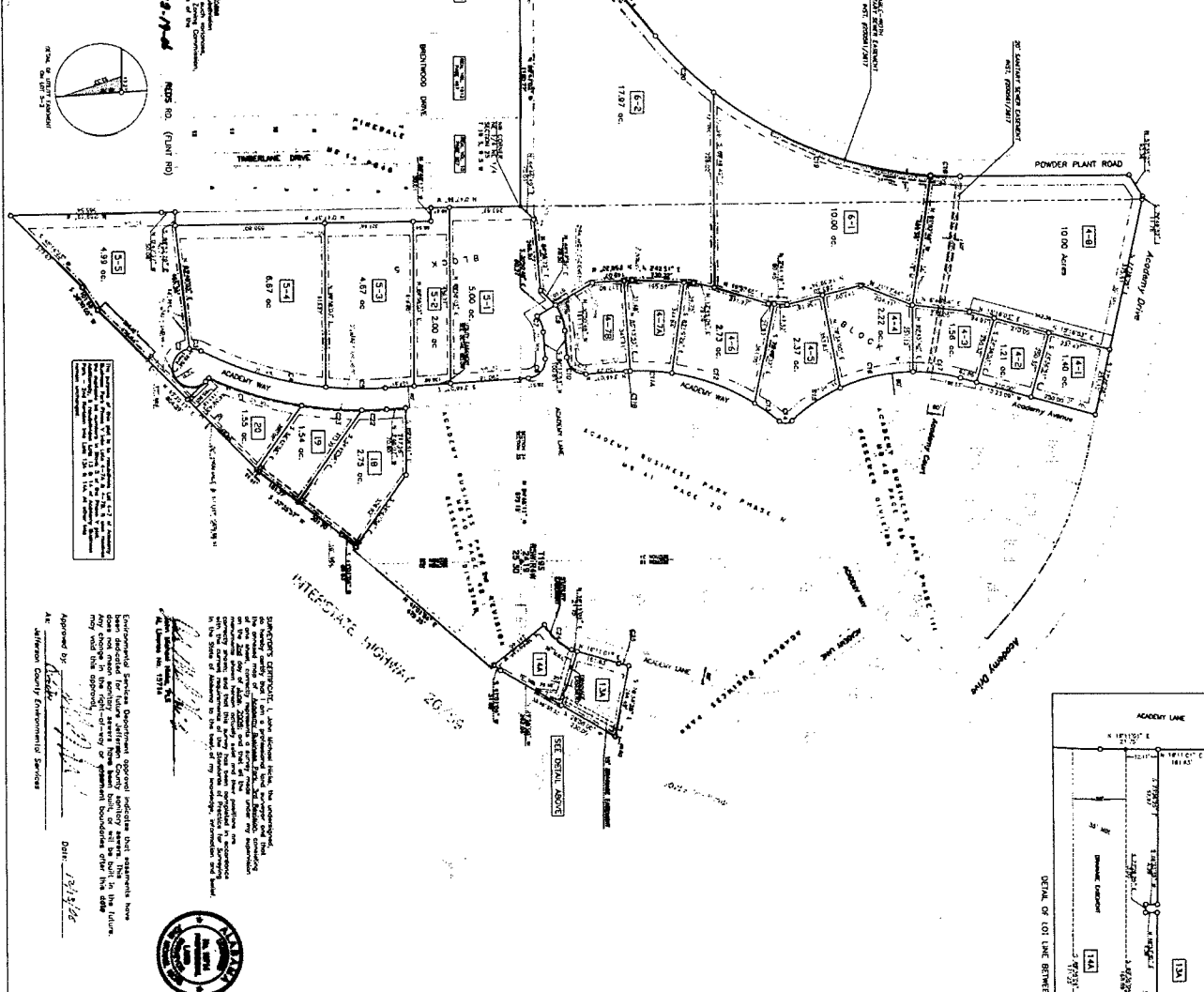


LEGEND
1. PROPERTY LINE
2. EXISTING ROADWAY
3. EXISTING UTILITY
4. EXISTING BUILDING
5. EXISTING LOT
6. EXISTING EASEMENT
7. EXISTING RIGHT-OF-WAY
8. EXISTING CURB
9. EXISTING DRIVEWAY
10. EXISTING SIDEWALK
11. EXISTING FENCE
12. EXISTING SIGN
13. EXISTING LIGHT
14. EXISTING TREE
15. EXISTING LANDSCAPE
16. EXISTING WATERWAY
17. EXISTING DRAINAGE
18. EXISTING FLOODPLAIN
19. EXISTING ZONING
20. EXISTING DISTRICT

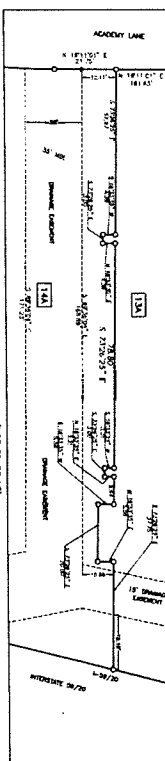
OWNER TABLE

LOT NO.	OWNER NAME	ADDRESS	PHONE
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

APPROVED BY: [Signature]
DATE: 10-17-04
PROJECT NO. (PLAN NO): [Number]

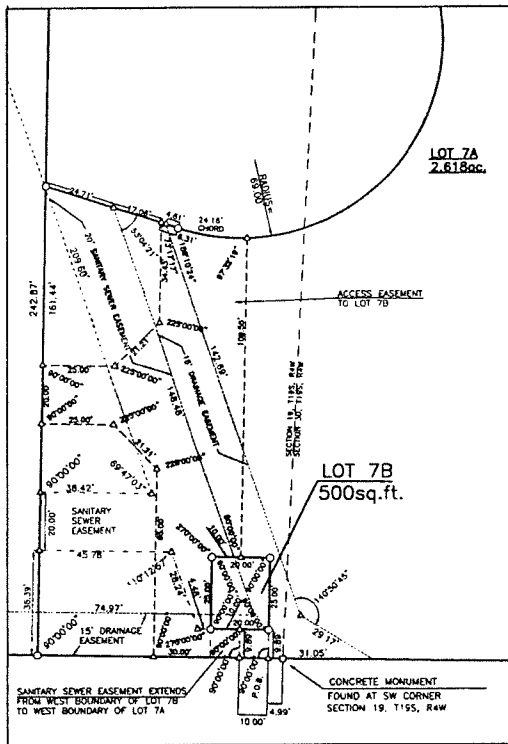


STANDARD CONDITIONS...
APPROVED BY: [Signature]
DATE: 10/17/04

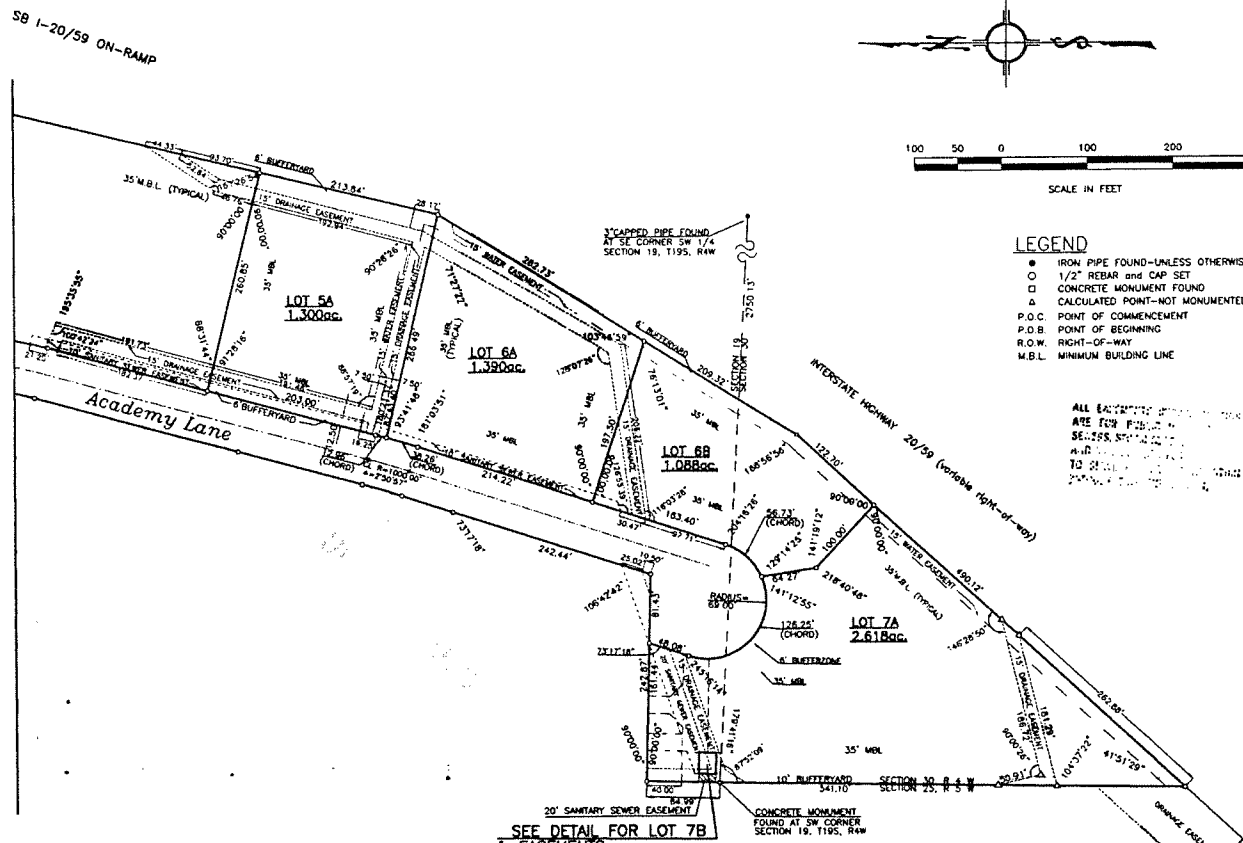


The utility sewer easement running along Academy Lane (not to scale) was shown on other plans and located by Duff Dohm, Inc. (Date: 10/20/04/1/25/04 & 10/20/05/1/18)

STATE OF ALABAMA
COUNTY OF JEFFERSON
I, [Name], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office on this [Date] day of [Month], 2005.



DETAIL OF LOT 7B & EASEMENTS
(NOT TO SCALE)



LEGEND

- IRON PIPE FOUND—UNLESS OTHERWISE NOTED
- 1/2" REBAR and CAP SET
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT—NOT MONUMENTED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- M.B.L. MINIMUM BUILDING LINE

ALL EASEMENTS SHOWN ON THIS MAP ARE FOR PUBLIC USE. SEWER, DRAINAGE, AND WATER EASEMENTS ARE TO BE SHOWN AS SHOWN ON THIS MAP.

SEE DETAIL FOR LOT 7B & EASEMENTS

STATE OF ALABAMA
JEFFERSON COUNTY

The undersigned Thomas G. Howard, General Manager—Southeast, USX Corporation, does hereby certify that USX Corporation is the owner of and the only entity having any right, title, or interest in the land shown on the Plat of Academy Business Park—1st Revision, and that the Plat represents a correct survey of the above described property made with USX Corporation's consent, and that USX Corporation hereby dedicates to the public use all the streets as shown on said plat. The easements as shown on the plat are created for the installation and maintenance of public utilities. USX Corporation hereby guarantees a clear title to all lands so dedicated from itself and its assigns forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

SURVEYOR'S CERTIFICATE: I, John Michael Hicks, the undersigned, do hereby certify that I am a professional land surveyor and that the annexed map of Academy Business Park—1st Revision, consisting of one sheet, correctly represents a survey made under my supervision on the 14th day of July, 1998; and that all the monuments shown hereon actually exist and their positions are correctly shown; and that this survey has been completed in accordance with the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

Signature: *John Michael Hicks*
Witness: *[Signature]*

I hereby certify that the water supply and sewage disposal systems installed or proposed for installation in the subdivision plat entitled Academy Business Park—1st Revision, fully meet the requirements of the Alabama State Health Department, and are approved as shown.

Jefferson County Department of Health

I hereby certify that the subdivision plat of Academy Business Park—1st Revision has been found to comply with the Subdivision Regulations for Bessemer, Alabama with the exception of such variances, if any, as are noted in the minutes of the Planning and Zoning Commission, and that it has been approved for recording in the office of the Probate Judge of Jefferson County.

Nov. 2, 1998

[Signature]
Chairman, Planning and Zoning Commission

[Signature]
City Engineer, City of Bessemer

[Signature]
City Clerk, City of Bessemer

629887
003360013
map BOOK & PAGE
Page 1 of 2



NOTES

1. ALL LOT LINES ABUTTING PUBLIC ROADS ARE SUBJECT TO A 6 FOOT BUFFERYARD.
2. ALL LOT LINES ABUTTING THE WEST PROPERTY LINE ARE SUBJECT TO A 10 FOOT BUFFERYARD.
3. FRONT, BACK AND SIDEYARD SETBACKS ARE 35 FEET
4. DISTANCES SHOWN ALONG CURVES ARE CHORD DISTANCES

Witness my hand *[Signature]*
Thomas G. Howard, General Manager—Southeast
USX Corporation
This the 2nd day of November, 1998.
Witness *[Signature]*

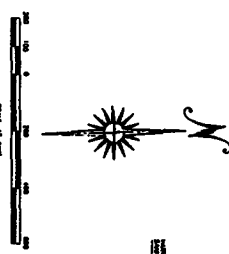
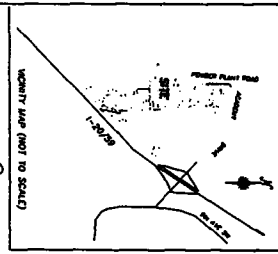
REVISED 10/30/98
REVISED 9/1/98

Herndon, Hicks & Associates, Inc.
272B Lurleen Wallace Boulevard
P.O. Box 508
Northport, Alabama 35478 - (205)333-0003

205 East Washington Street
P.O. Box 447
Demopolis, Alabama 36732 - (334)289-3020

Academy Business Park - 1st Revision
Located in the SW 1/4, SW 1/4, Section 19 & NW 1/4, NW 1/4, Section 30
Township 19 South, Range 4 West
Jefferson County, Alabama

Source	NB 32 PG 58	Job No.	9807-019
Field Work	7/98	Date	8/18/98
Survey Type	BOUNDARY	Scale	1" = 100'
Field Book	DC	Drawn By	JMH
ACAD File	9807-019.dwg	Approved By	JMH
COGO File	9711-042.crd	Page	1 of 2



- LEGEND**
- 1. 1/2" = 1' SCALE
 - 2. 1/4" = 1' SCALE
 - 3. 1/8" = 1' SCALE
 - 4. 1/16" = 1' SCALE
 - 5. 1/32" = 1' SCALE
 - 6. 1/64" = 1' SCALE
 - 7. 1/128" = 1' SCALE
 - 8. 1/256" = 1' SCALE
 - 9. 1/512" = 1' SCALE
 - 10. 1/1024" = 1' SCALE
 - 11. 1/2048" = 1' SCALE
 - 12. 1/4096" = 1' SCALE
 - 13. 1/8192" = 1' SCALE
 - 14. 1/16384" = 1' SCALE
 - 15. 1/32768" = 1' SCALE
 - 16. 1/65536" = 1' SCALE
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 - 19. 1/524288" = 1' SCALE
 - 20. 1/1048576" = 1' SCALE
 - 21. 1/2097152" = 1' SCALE
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 - 240. 1/176684706476

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

Sher-Wil, Inc.
819 Mimosa Park Road
P. O. Box 468
Northport, Alabama 35476
Attention: Luther S. Pate, IV

9.50

MODIFICATION OF RESTRICTIVE COVENANTS

This instrument is made and effective this 20th day of March, 2003, by **SHER-WIL, INC.** an Alabama corporation ("Declarant") intending to bind itself, its successors and assigns, forever, as follows:

WHEREAS, Declarant is the Grantee of that certain Special Warranty Deed recorded August 3, 1999, at Real Volume 9962, page 2760, in the Office of the Judge of Probate of Jefferson County, Alabama (Bessemer Division); and

WHEREAS, there are six specifically created and enumerated restrictive covenants set forth in said Special Warranty Deed which were created by USX Corporation, a Delaware corporation (the "Grantor") which are to run with the land as against Declarant and all successors in title for a period of twenty (20) years (the "Restrictive Covenants"); and

WHEREAS, United States Steel Corporation, a Delaware corporation, is the successor (by conversion) to United States Steel LLC and remote successor to USX Corporation; and

WHEREAS, the Restrictive Covenants burden the premises to which the Restrictive Covenants currently apply; and

WHEREAS, Declarant desires to have such Restrictive Covenants terminated, and made of no further force and effect, and to have the premises to which the Restrictive Covenants currently apply become free and clear of such Restrictive Covenants; and

WHEREAS, Grantor is willing to consent to the termination of the Restrictive Covenants, but without making any representation or warranty as to the effect of its consent to such termination on the rights, remedies and protections that may be available to other real property owners whose title devolves from Declarant or directly from Grantor, and without recourse by any party to Grantor for its consent to such termination.

NOW, THEREFORE, in consideration of the foregoing, the Declarant hereby declares and represents that the Restrictive Covenants numbered (1) and (2) only are hereby terminated and declared to be null, void and of no further force and effect. Without limiting the generality of the foregoing, the Restrictive Covenants are hereby terminated as though the twenty (20) year period in which such Restrictive Covenants were to have remained effective, had tolled. This instrument shall be binding upon the Declarant, its successors and assigns forever, and shall run with the land.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal by and through its duly authorized agent on the day and year first above written.

SHER-WIL, INC.

By: [Signature]
Its: Sole Member and Manager (President)

STATE OF Alabama)
COUNTY OF Juscaloosa)

I, Melissa D. Harvey (Barkeley), a Notary Public in and for said County, in said State, hereby certify that Ludree S. Pate, IV, whose name as Sole Member and Manager (President) Sher-Will, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 20th day of March, 20 03.

[Signature]
Notary Public
My Commission Expires: 4/14/03

[SEAL]

State of Alabama - Jefferson County
I certify this instrument filed on:

2003 MAY 07 P.M. 12:17
Recorded and \$ Mtg. Tax

and \$ Deed Tax and Fee Amt.
\$ 9.50 Total \$ 9.50
MICHAEL F. BOLIN, Judge of Probate

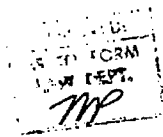


Consent of United States Steel Corporation, a Delaware corporation:

The undersigned, by and through its duly authorized officer or representative, does hereby consent to the termination of the Restrictive Covenants pursuant to the terms of the foregoing instrument. Such consent is made and given without representation or warranty of any kind as to the effect of the undersigned's consent hereto or to the effect of the foregoing termination, and without recourse by any party as to the undersigned's execution hereof.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed by its duly authorized officer or representative, on this 2nd day of April, 2003.

UNITED STATES STEEL CORPORATION



By: [Signature]
Title: TREASURER
USS Real Estate,
a division of United States Steel Corporation

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

I, MARY D. SCHWARMAN, a Notary Public in and for said County, in said State, hereby certify that GREGG P. SCHMIST, whose name as TREASURER of USS Real Estate, a division of United States Steel Corporation, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 2 day of APRIL, 2003.

[Signature]
Notary Public

[SEAL]

My Commission Expires: 03-21-05

Notarial Seal
Mary D. Schwarman, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 21, 2005
Member, Pennsylvania Association of Notaries

9 8 6 3 / 0 9 2 0

This instrument was prepared by
Michael M. Partain, Attorney
USX Corporation
P. O. Box 599
Fairfield, Alabama 35064

2300

STATE OF ALABAMA
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid to **USX CORPORATION**, a Delaware corporation, hereinafter referred to as "Grantor", by **JEFFERSON COUNTY, ALABAMA**, a political subdivision of the State of Alabama, hereinafter called "Grantee", receipt of which is acknowledged, the Grantor does hereby grant and convey upon the terms, conditions, and limitations hereinafter set forth unto the said Grantee, three (3) easements for an underground **sanitary sewer pipeline** to be located on three (3) parcels of land situated in the Southwest quarter of the South-West quarter of Section 19, Township 19 South, Range 4 West of the Huntsville Principal Meridian, Jefferson County, Alabama, said easements being shown on **EXHIBIT A** (Parcel 1), **EXHIBIT B** (Parcel 2), and **EXHIBIT C** (Parcel 3), said Parcel 1, Parcel 2, and Parcel 3 being more particularly described on **EXHIBIT D**, all attached hereto and made a part hereof.

TO HAVE AND TO HOLD UNTO the said Grantee, its successors and assigns, forever; SUBJECT, however, to the following reservations, exceptions, conditions, and restrictions: (1) In the event of the abandonment of said easements or any part thereof for sanitary sewer pipeline purposes for a continuous period of twelve (12) months, title to said easement or any part thereof so abandoned shall revert automatically to Grantor, its successors and assigns; (2) This instrument conveys only an easement for the purposes herein stated and conveys no other rights or title in said land, the minerals and mining rights and all other rights and interests in said land being reserved by the Grantor to the extent of its ownership; (3) The conveyance is subject to all existing electric power transmission lines and other utility lines of any description of Grantor or others on said land and is subject to all existing easements, rights-of-way, burdens, and encroachments of any and all kinds, whether or not of record, affecting any part of said right-of-way; (4) The Grantor, its successors and assigns, shall have the right, at any time, to make connections into said sanitary sewer pipeline, subject to Grantee's rules and regulations and applicable restrictions, but before doing so shall submit plans and specifications in writing to Grantee for Grantee's approval, which approval will not be unreasonably withheld, and all connections shall be made subject to the rules and regulations of the Engineering Department of Jefferson County, Alabama, and subject further to any and all charges, assessments, or levies that are now or might hereafter be made as sanitary sewer service charges or otherwise, for the use of the sanitary sewer facilities of Jefferson County, Alabama; (5) The Grantor, its

successors and/or assigns, shall have the right to cross, either at grade, above grade or below grade, the easements herein granted with electric power transmission lines, telephone lines, telegraph lines, pipelines, railroad tracks, and roads or other ways of any description, and the right to use said land for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of said land for the purposes herein stated; (6) Said sanitary sewer pipeline shall be constructed, maintained, operated, and used in accordance with the Jefferson County Health Department's Sanitary Sewer Specifications, and shall be constructed, maintained, operated, and used at a minimum depth of two (2) feet underground, and in the construction, maintenance, operation, and use thereof, the Grantee shall at all times comply with all applicable statutes, ordinances, laws, rules and regulations of governmental authorities; and said sanitary sewer pipeline shall not be constructed, maintained, operated, or used in such a way as to constitute or create a public or private nuisance or to be in violation of any statute, ordinance, law, rule, or regulation of any governmental authority.

The conveyance of the said easements is made upon the covenant and condition that no right of action on account of damage to said sanitary sewer pipeline and facilities therefor, or to any structures or facilities constructed on said right-of-way for sanitary sewer pipeline resulting from past underground mining and/or gas or oil producing operations of Grantor, or its successors, assigns, licensees, lessees, or contractors, shall ever accrue to or be asserted by the Grantee, its successors or assigns, this conveyance being made expressly subject to all such damage either past or future; and this condition shall constitute a covenant running with said land.

As a condition and covenant of the easements granted herein, Grantee covenants and agrees that, to the extent allowed by law, neither Grantor nor any of its affiliated companies shall in any way be liable for any injury or damage whatsoever to persons or property which may result from Grantee's use of the easements conveyed hereunder and/or the lack of safety, latent or patent, of the land upon which said easement herein is granted, and Grantee, to the extent allowed by law, assumes all risks of personal injury and death of Grantee's employees and/or property damage of the Grantee and its employees from Grantee's use of said easements.

The Grantee shall, at its expense, upon completion of construction of said sanitary sewer pipeline and thereafter in its maintenance, operation, and use cause the destruction or removal from land of Grantor of all debris resulting from such maintenance, operation, and use and shall cause the surface of said land to be restored to and maintained in a condition satisfactory to Grantor.

This agreement shall inure to and be binding upon the respective successors and assigns of the parties hereto, as well as the parties themselves, and Grantor, as used herein, shall apply to and include its subsidiary and associate companies.

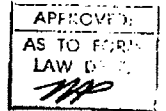
IN WITNESS WHEREOF, each of the parties hereto have caused these presents to be executed in duplicate in its name and behalf and its corporate seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized on this the 28th day of October, 1998.

ATTEST:

USX CORPORATION

Michael M. Panta
Assistant Secretary

By: Peter Moller
Title: Peter Moller, President
USX Realty Development, a
Division of U. S. Steel Group,
USX Corporation



ATTEST:

JEFFERSON COUNTY, ALABAMA

Virginia Smith
Clerk, County Commission

By: Henry M. Buckelaw
Title: President

Pennsylvania

STATE OF _____
COUNTY OF Allegheny

I, Lillian B Grindle, a Notary Public in and for said County in said State, hereby certify that Peter Moller, President, whose name as _____, USX Realty Development, a Division of U. S. Steel Group, USX Corporation, a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 30th day of September, 1998.

Lillian B Grindle
Notary Public

[SEAL]

My Commission Expires _____
Notarial Seal
Lillian B. Grindle, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 1, 2001
Not. Pennsylvania Association of Notaries

STATE OF ALABAMA
COUNTY OF JEFFERSON

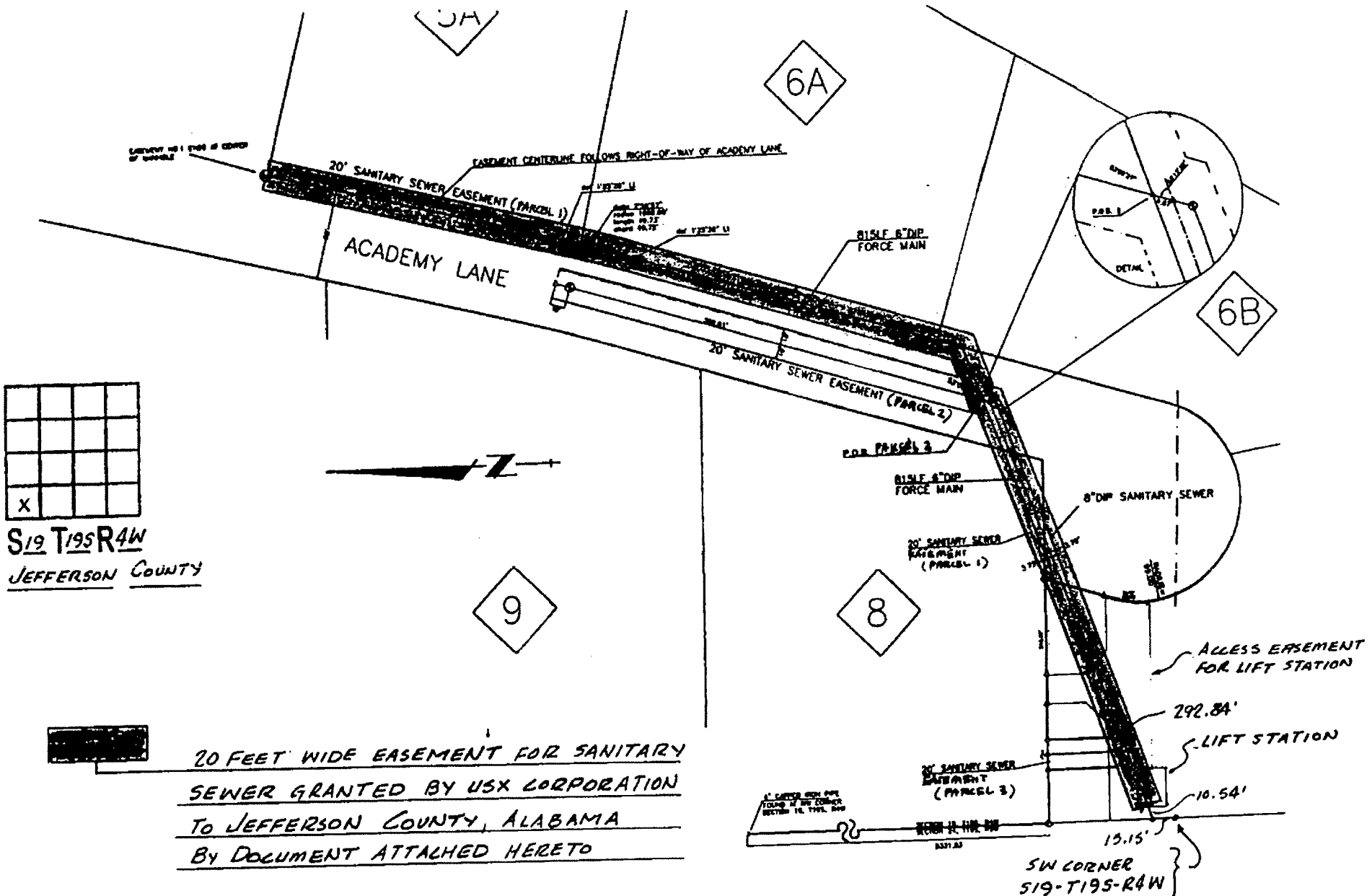
I, Virginia V Nail, a Notary Public in and for said County in said State hereby certify that Mary M. Ambrose whose name as the President of Jefferson County, Alabama, a political subdivision of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said county.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 28 day of Oct, 1998.

Virginia V Nail
Notary Public

[SEAL]

My Commission Expires 7-15-2000



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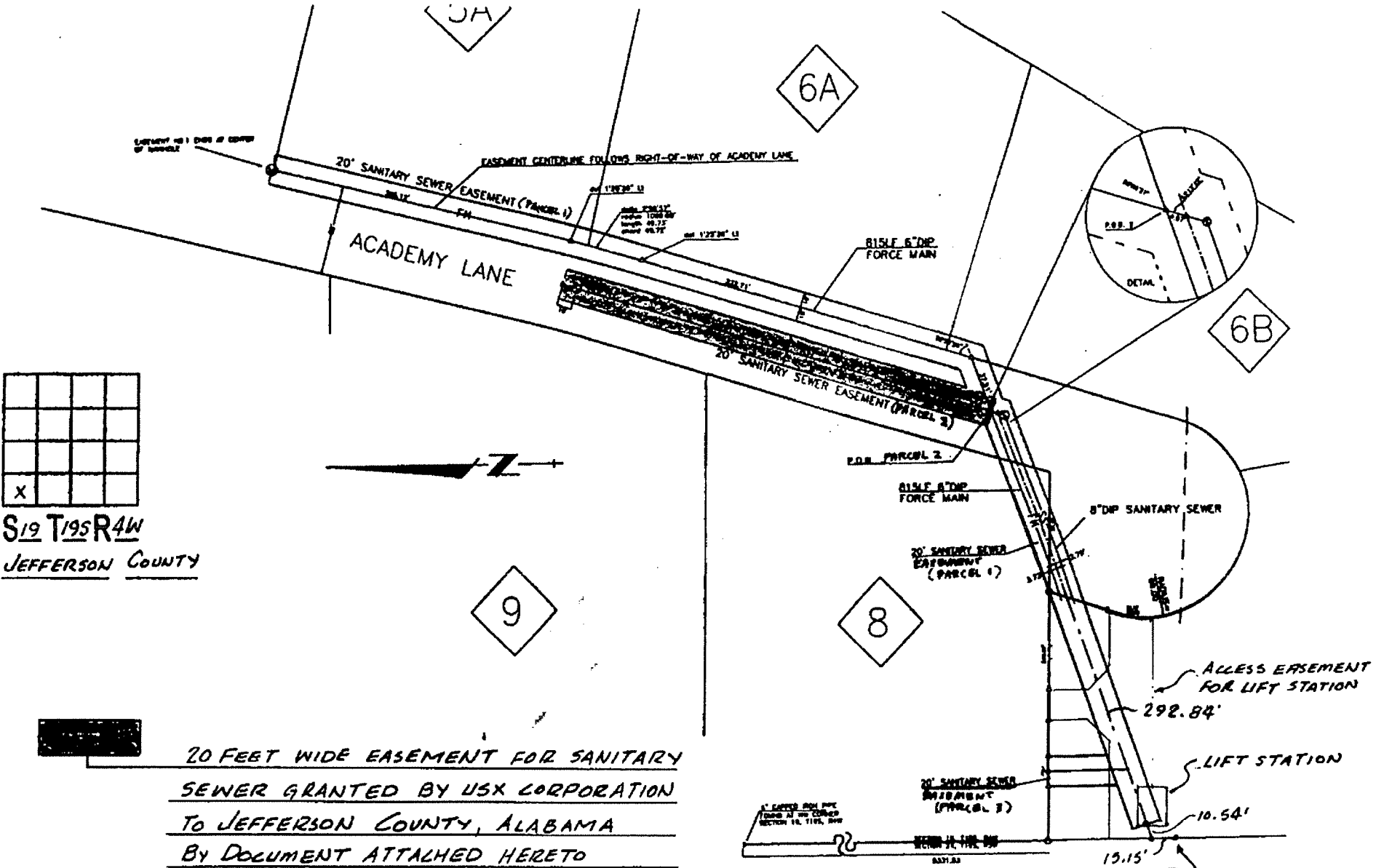
S19 T195 R4W
JEFFERSON COUNTY

20 FEET WIDE EASEMENT FOR SANITARY SEWER GRANTED BY USX CORPORATION TO JEFFERSON COUNTY, ALABAMA BY DOCUMENT ATTACHED HERETO

SANITARY SEWER EASEMENT PARCEL 1

EXHIBIT "A"

092398 USXRD



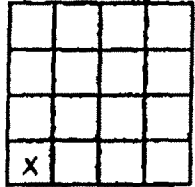
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JEFFERSON COUNTY

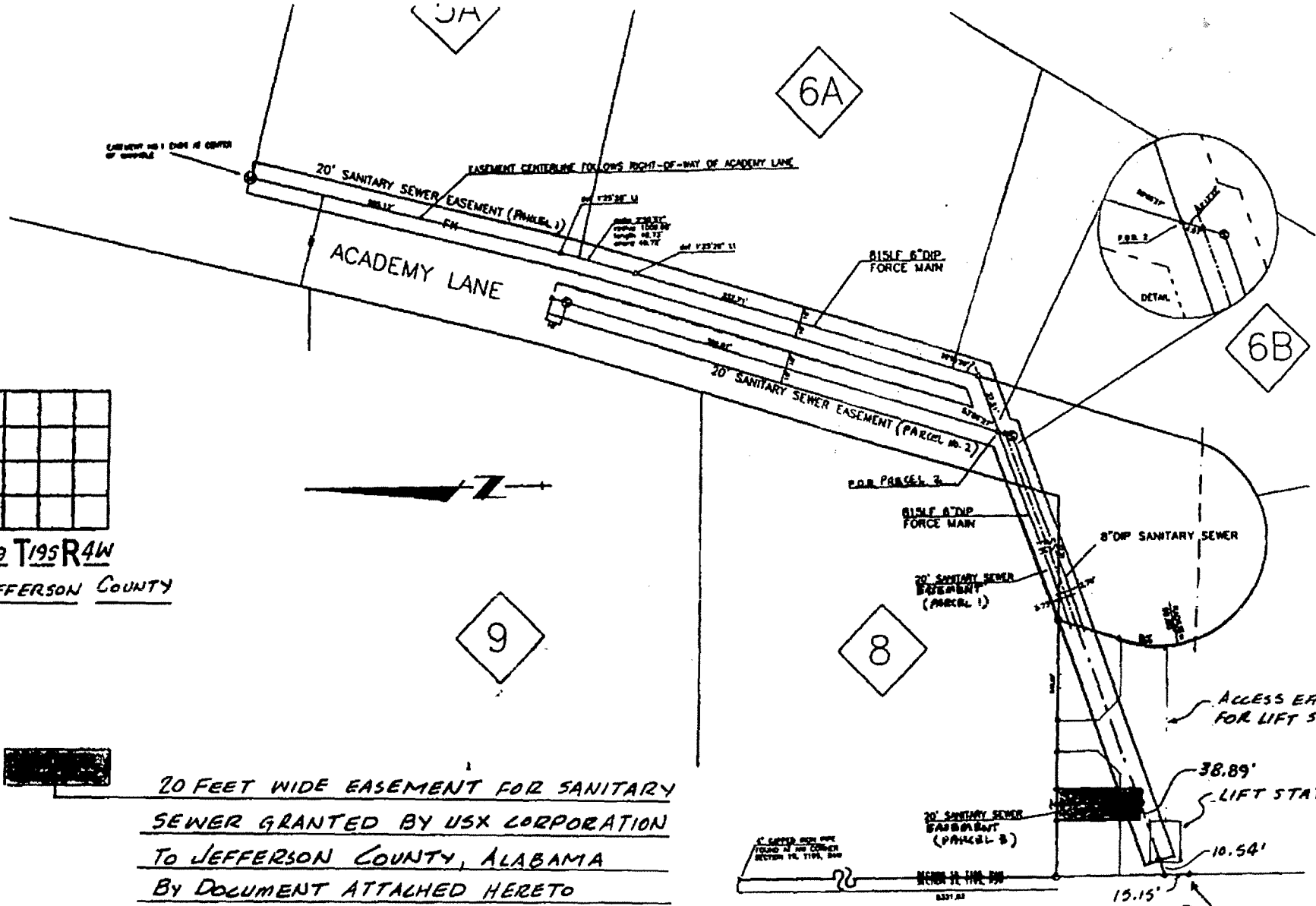
20 FEET WIDE EASEMENT FOR SANITARY SEWER GRANTED BY USX CORPORATION TO JEFFERSON COUNTY, ALABAMA BY DOCUMENT ATTACHED HERETO

SANITARY SEWER EASEMENT PARCEL 2

EXHIBIT "B"



S19 T19S R4W
JEFFERSON COUNTY



20 FEET WIDE EASEMENT FOR SANITARY
SEWER GRANTED BY USX CORPORATION
TO JEFFERSON COUNTY, ALABAMA
BY DOCUMENT ATTACHED HERETO

SANITARY SEWER EASEMENT PARCEL 3

EXHIBIT "C"

092398USXR0

SANITARY SEWER EASEMENT

(PARCEL 1)

A 20 foot wide easement lying in and running across a part of the southwest quarter of the southwest quarter of Section 19, Township 19 South, Range 4 West, said easement being 10 feet each side of the following described centerline:

Commence at the southwest corner of said Section 19; thence run northwardly and along the section line 15.15 feet; thence, with a deflection angle right of 69 degrees, 47 minutes, 03 seconds, run northeastwardly 10.54 feet to the POINT OF BEGINNING of said centerline; thence continue northeastwardly along said course 292.84 feet; thence, with a deflection angle left of 53 degrees, 12 minutes, 22 seconds, run northeastwardly 4.87 feet; thence, with a deflection angle right of 53 degrees, 06 minutes, 27 seconds, run northeastwardly 37.51 feet to a point on the east right-of-way of Academy Lane, said right-of-way being measured 30 feet from centerline; thence, with a deflection angle left of 52 degrees, 58 minutes, 26 seconds, run northeastwardly and along said east right-of-way 232.71 feet; thence, with a deflection angle left of 1 degree, 25 minutes, 28 seconds, continue northeastwardly along said east right-of-way, said right-of-way curving to the left and having a delta angle of 2 degrees, 50 minutes, 57 seconds, a radius of 1000.00 feet, an arc length of 49.73 feet and a chord length of 49.72 feet; thence, with a deflection angle of 1 degree, 25 minutes, 28 seconds, continue northeastwardly along said east right-of-way 205.12 feet to the center of an existing manhole and the end of said easement centerline.

SANITARY SEWER EASEMENT

(PARCEL 2)

A 20 foot wide easement lying in and running across a part of the southwest quarter of the southwest quarter of Section 19, Township 19 South, Range 4 West, said easement being 10 feet each side of the following described centerline:

Commence at the southwest corner of said Section 19; thence run northwardly and along the section line 15.15 feet; thence, with a deflection angle right of 69 degrees, 47 minutes, 03 seconds, run northeastwardly 303.38 feet; thence, with a deflection angle left of 53 degrees, 12 minutes, 22 seconds, run northeastwardly 4.87 feet to the POINT OF BEGINNING; thence continue northeastwardly along said course 302.01 feet to the end of said easement centerline.

SANITARY SEWER EASEMENT

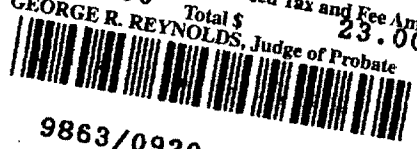
(PARCEL 3)

A 20 foot wide easement lying in and running across a part of the southwest quarter of the southwest quarter of Section 19, Township 19 South, Range 4 West, said easement being 10 feet each side of the following described centerline:

Commence at the southwest corner of said Section 19; thence run northwardly and along the section line 15.15 feet; thence, with a deflection angle right of 69 degrees, 47 minutes, 03 seconds, run northeastwardly 49.43 feet to the POINT OF BEGINNING of said centerline; thence, with a deflection angle left of 69 degrees, 47 minutes, 03 seconds, run northwardly 52.75 feet to a point on the south boundary of Lot 8, Academy Business Park as recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division, in Plat Book 32, Page 59, said point being the end of said easement centerline.

EXHIBIT D

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 NOV 13 A.M. 11:13
Recorded and \$
and \$ 23.00 Mtg. Tax
Total \$ 23.00 Deed Tax and Fee Amt.
GEORGE R. REYNOLDS, Judge of Probate
9863/0920 BESS



STATE OF ALABAMA, JEFFERSON COUNTY
I hereby certify that no mortgage tax or deed
tax has been collected on this instrument.
Michael F. Bolin
Judge of Probate
"NO TAX COLLECTED"

The De Bardeleben Coal and Iron Co.

To the Shareholders

State of Alabama

The De Bardeleben Coal and Iron Co. This Indenture was made and entered into the first day of June, in the year of our Lord one thousand eight hundred and ninety-two, by and between the Consolidated Corporation or General Company, known as the De Bardeleben Coal and Iron Company, the same being a corporation organized and existing under the laws of the said State of Alabama, party of the first part, hereinafter for brevity styled the De Bardeleben Company, and the Tennessee Coal, Iron and Railroad Company, a corporation organized and existing under the laws of the State of Tennessee, party of the second part, hereinafter for brevity styled the Tennessee Company. Whereas the De Bardeleben Company being possessed of full power and authority under its charter under the laws of the said State of Alabama to invest its funds or property, in the acquisition of any stock to be owned as stockholders in any other corporation or to be formed, or in the bonds of such corporation and to retain or dispose of said stock, in whole or in part, at pleasure, a meeting of the stockholders of said De Bardeleben Company, was duly held at its office in the City of Bessemer in the Eleventh day of May, in the year of our Lord one thousand eight hundred and ninety-two, of the time, place and purpose of which meeting and especially of the purpose of them and there considering the subscription by the said De Bardeleben Company to the capital stock of the said Tennessee Company to the amount of eight Million Dollars, and of its paying for the same by a mortgage of certain of the property of the said De Bardeleben Company, hereinafter described, to the said Tennessee Company, due and legal notice was regularly given to every stockholder of the said De Bardeleben Company, personally, and by proper advertisement, as required by the By-Laws of this Company, and by the laws of the said State of Alabama. And Whereas, at such meeting of stockholders, the holders of the larger part in value of the capital stock of the said De Bardeleben Company, were duly represented in person or by lawful proxy, and the following resolutions were, after full and due dis-

and the same hereby authorized and empowered
the same on behalf of the DeBardeleben
Company, to subscribe for eight Million
dollars of the capital stock of the Tennessee Coal, Iron and
Railroad Company, such subscription to be payable
and to be fully liquidated and discharged by the
property now owned by the said DeBardeleben
Company, and the same, more fully described
in the schedule hereto annexed, upon the con-
dition, however, that the said Tennessee Coal Iron
and Railroad Company shall assume and become liable
for the payment of the consideration for such subscription
the full payment and discharge of any and all
debts, liabilities and engagements to now due or
owed by the DeBardeleben Coal and Iron Company,
or for which it is in any way liable, or may be
held liable, and to limit whatever and especially of
its first mortgage bonds, to the amount of Three
Million Dollars, secured in part by mortgages of
the property hereinafter described, dated respec-
tively the first day of February, A.D. 1890 and the eighth
day of October, A.D. 1890. Said stock to be
issued to the said DeBardeleben Coal and Iron
Company as fully paid up stock, upon receipt of
the consideration so herein authorized. Resolved
further, That the Board of Directors be and they are
hereby authorized and empowered, to have such
consequences prepared and executed, as in and
about the premises, to be made by this Company to the
stock of the said Tennessee Coal, Iron and Railroad
Company, and consequences, when prepared, to be executed
and the same done on behalf of this Company, by the
President or Vice-President of the Company, the cer-
tificates to be thereto attached, and the same at-
tested by the signature of Secretary and Treasurer
of this Company. And Whereas, in pursuance
of the action of the stockholders of the said DeBarde-
leben Company, so had, the Board of Direc-
tors of the said Company, have duly subscribed
to the capital stock of the said Tennessee Com-
pany, to the amount of Eight Million Dollars upon
the terms and to be paid and discharged, in the
manner provided for in the said resolutions,
And Whereas, the said Tennessee Company, being
possessed of full power and authority, under the

of the said personal estate, it may be
deemed if the stockholders of the said Tennessee Com-
pany was duly held at its office in Tracy City in
the County of Grundy, State of Tennessee on the
24th day of May in the year of our Lord A. D.
1892, of the kind, place and purpose of which is
meeting and especially of the purpose of the same
therein, under the agreement by the said Ten-
nessee Company of the property, real, personal and
mixed, of the said DeBardeleben Company, as
provided in the subscription to be made by the said
DeBardeleben Company, to the capital stock of the
said Tennessee Company, to the amount of Eight Mil-
lion Dollars, due and legal notice was regularly
given to every stockholder personally and by paper
certificates, as required by the laws of the said
State of Tennessee, and by the By-Laws of the said
Tennessee Company. And whereas, at a
meeting of stockholders, the holders of the larger part
in value of the capital stock of the said Tennessee Com-
pany were duly represented in person, or by lawful
proxy, and the following resolutions were after full
and deliberate consideration, unanimously
adopted, Resolved, That the Directors of this Company
be and they are hereby authorized and directed to
take all such steps as may be necessary to increase
the capital stock of this Company, so that
the authorized capital stock of the Company shall
be fixed and shall be \$18,000,000 (18,000,000) pre-
ferred stock and \$17,000,000 (17,000,000) common
stock, divided into shares of \$100 each. Resolved, That the Directors
of this Company be and they are hereby authorized and
directed to permit the DeBardeleben Coal and Iron
Company to subscribe for \$8,000,000 of the common stock
of this Company, and they are hereby authorized and
directed to receive in full payment and satisfaction
of said subscription an assignment to this Company
of all the properties of the DeBardeleben Coal and
Iron Company, enumerated in the annexed schedule.
The conditions of said agreement dated March 21st
1892, are hereby amended to be in all other respects
fully complied with. Resolved, That this Company, as
part of the consideration for the transfer and assignment
referred to in the last resolution hereby makes itself
liable for, and assumes the payment of all the debts,
liabilities and obligations of any and every sort of the
DeBardeleben Coal and Iron Company, and so for every

and all the same things, dated respectively February 1st and
April 15th 1890. It is hereby certified that the officers of the said
company have to their credit and to the credit of the stock
holders of said bonds of the DeBardeleben Coal and
Iron Company, and duly execute under the corporate
seal of the said Company, this following acknowledgment:
As part of the consideration given for the conveyance
to the said certain property made this day by the DeBarde-
leben Coal and Iron Company, the Tennessee Coal
and Iron Railroad Company has become liable for and
assumes the payment of all the debts and obligations
of the said DeBardeleben Coal and Iron Company, including
the within bond and the interest accruing thereon
and due on the same thereof. In Witness Whereof:
The Tennessee Coal and Iron Railroad Company has caused
this acknowledgment to be executed in its name
and behalf by its President, and its corporate seal
to be hereunto affixed and the same attested by
the signature of its Secretary and Treasurer, this
12th day of April 1892. (And Whereas: The
capital stock of the said Tennessee Company, having
been lawfully, and in accordance with the
provisions of law, of the State of Tennessee pro-
vided, duly increased to and fixed at the amount
of Eight Million Dollars, the subscription has been
made by the said DeBardeleben Company to
said stock to the amount of Eight Million Dollars,
payable by this conveyance, in the manner provided
in the resolution aforesaid: Now This Indenture
Witnesseth That, for and in consideration of the
premises and in order to fully carry into effect the
agreement and subscription so made and accepted,
as herebefore recited, and in consideration of the
sum of Eight Million Dollars of the fully paid
up capital stock of the said Tennessee Company, duly
and lawfully issued by it to the DeBardeleben Com-
pany, the receipt of which is hereby acknowledged,
to be held by the said DeBardeleben Company
for the purposes set out in the resolution aforesaid,
and in reference thereto, at the meeting of the stock
holders of the said Company, above mentioned,
and in further consideration of the covenants
and agreements on the part of the Tennessee
Company, hereinafter contained, The said DeBarde-
leben Coal and Iron Company hath granted, bargained,
sold, conveyed, assigned, released, and

will be assigned, released, transferred and set over,
unto the said Tennessee Coal, Iron & Railroad Company,
and to its successors and assigns forever, all lands
situate in the real estate hereinafter mentioned and
described, such real estate being located primarily,
if not wholly, in the counties of Jefferson, Bibb, St.
Helens, Tuscaloosa, Shelby, and Blount in the State
of Alabama and in the County of Carter in the
State of Tennessee, in which the said DeBarclay
Company owns either the fee simple, mineral or
surface contained in the following list or Schedules

Schedules

of lands hereby and hereinafter
intended to be conveyed,
Fee Simple

in the County of Jefferson, Alabama.

The Fee Simple Interest In and to all that
certain tract or parcel of land, containing Fifty (50) acs,
be the same more or less, and constituting a part
of the South half of the Northwest quarter, part of
the North half of Southwest quarter and part of the
half of Southeast quarter, Section 4, Township 17,
Range 4 West, situate in the County of Jefferson,
and the State aforesaid, which tract commences at a point
on the center line of 23rd Street, and the West line of 10th
Avenue, in the town of Bessemer, as located on a plat of
the same, bearing date the 11th day of April A. D. 1887, re-
corded in the office of the Judge of Probate, for the County
aforesaid, in Volume of Land Maps p. 76 and 77, thence
along the west line of 10th Avenue, South 30° West for
420 feet to the North line of 21st Street, thence along
said line of 21st Street, North 60° West 2180 5-10 feet
to a point on the North line of the railroad room in
the second town of Bessemer, thence along said line
200 5-10 feet to a point on the West line of 15th
Avenue, thence along said West line of 15th Avenue,
extended north 30° East 754 5-10 feet, thence on the
60° East 1400 feet along the center line of 23rd
Street and 23rd Street extended to the point of beginning.

(Also)

All that tract or parcel of land, situated between the
present Northwest boundary line of the property lately
belonging to the Bessemer Iron and Steel Company, but
now belonging to the party of the first part, and
the north line of Section 4, Township 19 South, Range
4 West, and more particularly described as follows:

150 feet to the east of 25th Street, and running thence north 30° east along a middle line of 16th Avenue, about 60 feet to the intersection with the north line of Section 4, thence along said Section line about 820 feet to the intersection of said line and the center of the alley between 11th and 12th Avenues, thence south 30° west, with the center line of said alley about 570 feet; thence north 60° west 650 feet to point of beginning, and containing about 3 acres 60 1/2 poles, more or less, situated within a certain tract of land, to-wit: restive and range, and being the land donated to the Bessemer Iron and Steel Company by a certain corporation and Improvement Company, December 14th 1887.

Also

That tract or parcel of land containing 100 acres, more or less, more or less, and constituting part of the Northwest quarter, part of the West half of Northeast quarter and part of Northwest quarter of Southeast quarter, Section 14, Township 19, Range 48 West, situated in the County of Jefferson, in the State of Alabama, which said tract commences in the center of 23rd Street and the west line of 12th Avenue, in the town of Bessemer, as located in the plat of the same bearing date 11th April, 1887, recorded in the office of the Judge of Probate of the County aforesaid (see Volume 2, Land Maps, pages 56 and 57) thence with said center line of 23rd Street north 60° West 1140 feet, thence South 30° West 1400 feet to the east line of the railroad, resurveyed in the said town of Bessemer, thence, with the line of said railroad resurveyed North 12° 24' West 2522.5 feet, thence South 60° East 746.5 feet, thence North 20° East 480 feet, thence South 60° East 480 feet, thence North 30° East 578 feet, thence South 60° East 618 feet, thence South 60° 1160 feet, to the West line of 12th Avenue, thence with said Avenue line South 30° West 1400 feet to the point of beginning, saying and excepting therefrom a tract of about one and a half acres, to-wit: the property of one Letsam, located on the Pensacola road within the boundaries of a certain tract its crossing with the railroad resurveyed.

Also

That tract or parcel of land beginning at a stake on the south edge of the Huntsville and Pensacola dirt road, and forty-seven feet from the center of the

511.1. The line South 40° 52' East. 200.7 feet to a
 rock, thence South 149° 8' West. 369.57 feet to a 2' by
 147 feet pole in the center of the track of the main rail-
 road on the North East side. thence parallel to said
 railroad in a northerly direction 237.75 feet to
 beginning of creek containing 1.49 acres, all in the
 town of Benson and in the Northwest quarter of
 Northwest quarter section 4, range 4 west, township
 19. being the land that was conveyed to J. J. Johnson
 by Andrew J. Johnson and wife, Martha J. Johnson by
 deed dated July 13th 1858.

Also

	Section	Range	Acres
Northwest quarter of Southwest quarter	9	15	1 E.
South half of Southeast quarter	17	15	1 E.
West half of Southwest quarter	31	15	1 E.
South half of Northwest quarter	31	15	1 E.
North half of Northwest quarter	31	15	1 E.
North half of Northwest quarter	33	15	1 E.
Northwest quarter of Southwest quarter	5	16	1 E.
Northwest quarter of Southeast quarter	9	16	1 E.
South half of Southeast quarter	9	16	1 E.
West half	31	16	1 E.
Whole section (about 160) in <u>St. Clair Co.</u>	5	17	1 E.
Southwest quarter of Northwest quarter	6	17	1 E.
Northwest quarter of Southwest quarter	6	17	1 E.
Whole section except Northwest quarter	7	17	1 E.
Whole section except Southeast quarter of Southeast quarter	8	17	1 E.
North half of Northwest quarter	17	17	1 E.
Southwest quarter of Northwest quarter	17	17	1 E.
Northwest quarter of Southwest quarter	17	17	1 E.
Whole section except Southeast quarter of Southeast quarter	18	17	1 E.
15 acres in Northwest corner of Northwest quarter of Northwest quarter	19	17	1 E.
Southwest quarter of Southeast quarter (about 7 acres in <u>Blount Co.</u>)	27	14	1 N.
East half of Southwest quarter (about 17 acres in <u>Blount Co.</u>)	27	14	1 N.
South half of Southwest quarter	31	14	1 N.
West half of Northwest quarter	31	14	1 N.
Northwest quarter	1	15	1 N.
North half of Southeast quarter	1	15	1 N.
Southwest quarter of Southeast quarter	1	15	1 N.
East half of West half	1	15	1 N.
Northwest quarter of Northwest quarter	1	15	1 N.
West half of Northwest quarter	5	15	1 N.
Southwest quarter of Southwest quarter	5	15	1 N.
West half	5	15	1 N.

	Section	Length	Area
Northwest quarter	11	15	17.
Northwest quarter of Northwest quarter	13	15	17.
Southwest quarter of Northeast quarter	13	15	17.
Northwest quarter of Southwest quarter	13	15	17.
South half of Southwest quarter	13	15	17.
East half of Northwest quarter	13	15	17.
Northwest quarter	15	15	17.
Northwest quarter of Southeast quarter	15	15	17.
West half of Southwest quarter	15	15	17.
Southwest quarter of Northwest quarter	15	15	17.
Southwest quarter of Southeast quarter	17	15	17.
South half of Southwest quarter	14	15	17.
Southwest quarter of Northwest quarter	14	15	17.
Southwest quarter of Northeast quarter	33	15	17.
South half of Southwest quarter	33	15	17.
West half of Northeast quarter	1	16	17.
Southwest quarter of Northeast quarter	1	16	17.
South half of Northwest quarter	1	16	17.
Southwest quarter of Southeast quarter	5	16	17.
South half of Northeast quarter	7	16	17.
Southwest quarter	7	16	17.
South half of Southwest quarter	7	16	17.
Southwest quarter of Southwest quarter	7	16	17.
West half of Northwest quarter	7	16	17.
Part of West half of Southeast quarter beginning 80 chains north of the Southeast corner of West half of Southeast quarter, thence north 34 chains and 14 links, thence south 50° west without variation 3 chains, thence south 15° west without variation, 18 chains, thence south 18 chains and 30 links, thence east 8 chains and 70 links to point of beginning - 6,057 acres	10	16	17.
East half Northwest quarter	11	16	17.
Southwest quarter of Northwest quarter	11	16	17.
Southwest quarter	11	16	17.
Northwest quarter of Southeast quarter	15	16	17.
Southwest quarter of Southeast quarter	15	16	17.
Northwest quarter of Northwest quarter	18	14	17.
Northwest quarter of Northwest quarter	18	14	17.
Southwest quarter of Northwest quarter	18	14	17.
Part of the east half of the Northeast quarter, lying east of the following line beginning 15 chains west of the Northeast corner and running to the West line of said land 25 chains south of the Northwest corner			

	Sec.	Town	R.
East half of North half of Northeast quarter eighty acres	32	16	17
East half of Northwest quarter of Northwest quarter	33	16	17
North half of Southeast of a road running in a North-South line from Hugh Morrison's res- idence across Red Mountain.			
East half	35	16	17
Southwest quarter	35	16	17
Southwest quarter of Northeast quarter	35	16	17
Southwest quarter of Northwest quarter	1	17	17
Northwest quarter of Southeast quarter	1	17	17
Part of West half of Southeast quarter 60 acres	11	17	17
East half of Northeast quarter	12	17	17
East half of Southwest quarter	12	17	17
Southwest quarter	12	17	17
Southwest quarter of Southwest quarter	12	17	17
Whole Section	13	17	17
Southwest quarter of Northeast quarter	14	17	17
East half of Southeast quarter	14	17	17
Southwest quarter of Southeast quarter	14	17	17
South half of Northeast quarter	15	17	17
West half of Southeast quarter	15	17	17
Southwest quarter of Southwest quarter	15	17	17
Southwest quarter of Northwest quarter	15	17	17
South half of Southeast quarter	21	17	17
Northwest quarter of Southeast quarter	21	17	17
Whole section except Northwest quarter	23	17	17
Whole Section	24	17	17
Northwest quarter of Northeast quarter	25	17	17
North West quarter	25	17	17
Whole Section	26	17	17
Whole section except Northwest quarter	27	17	17
West half of Southeast quarter	28	17	17
East half	33	17	17
South half of Northwest quarter	33	17	17
Southwest quarter of Northwest quarter	33	17	17
West half of Northwest quarter	33	17	17
Southwest quarter of Southwest quarter	33	17	17
Northwest quarter	34	17	17
North half of Northwest quarter	34	17	17
Southwest quarter	34	17	17
North half of Southeast quarter	34	17	17
Southwest quarter of Southeast quarter	34	17	17
Southwest quarter of Northeast quarter	35	17	17
North half of Northwest quarter	35	17	17
Southwest quarter of Northwest quarter	35	17	17
Whole Section	4	18	17
North half	x	18	17

	5	2
Southeast quarter of Northwest quarter	5	18 117
Southwest quarter of Southeast quarter	5	18 117
Northwest quarter of Northeast quarter	9	18 117
North half of Northwest quarter	9	18 117
Southeast quarter of Northwest quarter	9	18 117
Northwest quarter of Southwest quarter	9	18 117
West half of Northwest quarter	17	18 117
Northwest quarter	17	18 117
East half of Northeast quarter	18	18 117
Northwest quarter	18	18 117
North half of Southwest quarter	18	18 117
North half of Southeast quarter	18	18 117
Southeast quarter of Northwest quarter	33	14 217
Southeast quarter of Southeast quarter	33	14 217
Northwest quarter of Southwest quarter	33	14 217
North half of Southwest quarter	33	14 217
Southeast quarter of Northwest quarter	33	14 217 ✓
North half of Northwest quarter	33	14 217
North half of Northeast quarter	35	14 217
Southeast quarter of Northeast quarter	35	14 217
North half of Southeast quarter	35	14 217
Southeast quarter of Southeast quarter	35	14 217
Southeast quarter	35	14 217
Northwest quarter of Northwest quarter	35	14 217
Northwest quarter of Northeast quarter	1	15 217
South half of Northeast quarter	1	15 217
East half of Southwest quarter	1	15 217
Northwest quarter of Northeast quarter	3	15 217
West half of Northwest quarter	3	15 217
Southeast quarter	3	15 217
Southeast quarter of Southeast quarter	3	15 217
West half of Northwest quarter	3	15 217
Splice Section	5	15 217
Southeast quarter of Southeast quarter	7	15 217
Southeast quarter of Southwest quarter	7	15 217
Northwest quarter of Northwest quarter	7	15 217
Northwest quarter of Northeast quarter	9	15 217
West half of Northwest quarter	9	15 217
East half of Southeast quarter	9	15 217
Northwest quarter of Southeast quarter	9	15 217
Northwest quarter of Southwest quarter	9	15 217
East half of Northwest quarter	9	15 217
Southeast quarter	11	15 217
South half of Southwest quarter	11	15 217
Northwest quarter of Southwest quarter	11	15 217
Northwest quarter of Northeast quarter	15	15 217
Northwest quarter of Southeast quarter	15	15 217

	Sec	Town	R
Southwest quarter of Northwest quarter	23	15	27
North half of Southwest quarter. Southwest quarter of Northwest quarter	23	15	27
Southwest quarter of Northwest quarter	24	15	27
West half of Southwest quarter	25	15	27
Southwest quarter	26	15	27
North half of Northwest quarter	27	15	27
Southwest quarter of Southwest quarter	27	15	27
Northwest quarter of Southwest quarter	27	15	27
Southwest quarter of Northwest quarter	27	15	27
Northwest quarter of Northwest quarter	27	15	27
West half except Southwest quarter of Southwest quarter	3	16	27
Southwest quarter of Northwest quarter	10	16	27
Northwest quarter of Southwest quarter	10	16	27
West half of West half of Southwest quarter of Northwest quarter	10	16	27
West half of West half of Northwest quarter of Northwest quarter	13	16	27
Northwest quarter of Northwest quarter	21	16	27
Northwest quarter of Southwest quarter	21	16	27
Northwest quarter of Northwest quarter	21	16	27
East half of Northwest quarter	21	16	27
South half of Northwest quarter	23	16	27
West section except West half of Northwest quarter	13	18	27
West half of Northwest quarter	14	18	27
North half of Northwest quarter	23	18	27
Southwest quarter of Northwest quarter	23	18	27
East half of Southwest quarter	23	18	27
West half	23	18	27
North half	24	18	27
Northwest quarter of Southwest quarter	24	18	27
North half of Southwest quarter	25	18	27
North half	27	18	27
North half of Southwest quarter	27	18	27
North half of Southwest quarter	27	18	27
East half of Northwest quarter	28	18	27
Southwest quarter of Southwest quarter	32	17	27
Northwest quarter of Southwest quarter	6	18	27
Southwest quarter of Northwest quarter	6	18	27
West half of Northwest quarter	7	18	27
Northwest quarter of Southwest quarter	7	18	27
Original Northwest half of Southwest quarter of Northwest quarter	18	18	27
Northwest quarter	22	18	27
17 acres in Southwest quarter of Southwest quarter	25	18	27
East half of Southwest quarter of Southwest quarter	27	18	27
Northwest quarter of Southwest quarter	27	18	27
Southwest quarter of Northwest quarter	27	18	27
East half of Northwest quarter of Northwest quarter	32	18	27
Southwest quarter of Northwest quarter	33	18	27

	Sec	Range	T.
Northwest quarter	5	17	27
West half of Northeast quarter	5	17	27
North half of Southwest quarter	5	17	27
East half of Northwest quarter	7	17	27
Northeast quarter of Southwest quarter	7	17	27
Southeast quarter of Southwest quarter	12	18	27
Southwest quarter of Northeast quarter	12	18	27
North half of Southeast quarter	12	18	27
West half of Southwest quarter of Southeast quarter	12	18	27
1/4 acre in Northeast quarter of Northeast quarter	12	18	27
Northwest quarter of Northwest quarter	13	18	27
South half of Northwest quarter	13	18	27
Southwest quarter of Northwest quarter	13	18	27
West half of Southwest quarter	13	18	27
South half of Northwest quarter	14	18	27
Southeast quarter	14	18	27
East half of Southwest quarter	14	18	27
Southwest quarter of Southwest quarter	14	18	27
Northeast quarter of Northeast quarter	22	18	27
East half of Southeast quarter	22	18	27
East half of Southwest quarter of Northeast quarter	23	18	27
North half of Northeast quarter	23	18	27
North half of Northwest quarter	23	18	27
1/2 acres off the north end of the Southeast quarter of ^{in NW} Northwest quarter	23	18	27
Southwest quarter of Northwest quarter	23	18	27
Northwest quarter of Southwest quarter	23	18	27
3/4 acre in the south end of the Northeast quarter of Southwest quarter, said 3/4 acre being bounded on the north by land of J. B. Currier	23	18	27
West half of Southwest quarter of Southwest quarter	23	18	27
North half of Southwest quarter of Southwest quarter	23	18	27
West half	24	18	27
Small strip of land lying along the northern bank of Valley Creek being part of the property purchased from Daniel Smith in Southwest quarter	26	18	27
North half of Southwest quarter of Northeast quarter	27	18	27
Northwest quarter of Northwest quarter	27	18	27
South half	7	17	27
East half of Northwest quarter	13	19	27
Southeast quarter of Northwest quarter	13	19	27
Southwest quarter	13	19	27
North half of Southeast quarter	13	19	27
Southeast quarter of Southeast quarter	13	19	27
Southwest quarter of Northwest quarter	17	19	27
Southwest quarter of Northeast quarter	18	19	27
Northeast quarter of Northeast quarter	18	19	27
Southeast quarter of Northeast quarter & Northwest			

	Sec	Town	R
West half	18	19	410
Southwest quarter of Southeast quarter	18	19	410
East half of Southeast quarter	18	19	410
West half	19	19	410
Southeast quarter	19	19	410
West half of Northeast quarter	19	19	410
Northeast quarter of Southwest quarter	20	19	410
Southeast quarter of Southwest quarter	28	19	410
Southwest quarter of Southeast quarter	28	19	410
East half of Southwest quarter	32	19	410
West half of Southeast quarter	32	19	410
Southwest quarter of Southwest quarter	32	19	410
East half of Northeast quarter	32	19	410
Southwest quarter of Northeast quarter	33	19	410
Northeast quarter of Southwest quarter	33	19	410
South half of Southwest quarter	33	19	410
Southeast quarter of Southeast quarter	33	19	410
Southwest quarter of Southwest quarter	34	19	410
7 acres in Southwest quarter of Northeast quarter	35	19	410
North half of Southeast quarter	35	19	410
Southeast quarter of Northeast quarter	23	18	510
North half of Southeast quarter	2	19	510
East half of Northeast quarter	8	19	510
North half of Southeast quarter	8	19	510
North half of Northwest quarter	9	19	510
Southwest quarter of Northwest quarter	9	19	510
Northeast quarter of Northwest quarter	10	19	510
Southwest quarter	10	19	510
East half of Northeast quarter	12	19	510
Southeast quarter	12	19	510
Whisper section	13	19	510
South half of Northwest quarter	14	19	510
West half of Southwest quarter	14	19	510
Northeast quarter	14	19	510
East half of Southeast quarter	14	19	510
Southwest quarter of Southwest quarter	15	19	510
Southeast quarter of Southeast quarter	15	19	510
Northeast quarter of Northwest quarter	17	19	510
Southeast quarter of Southeast quarter	17	19	510
Southeast quarter of Northwest quarter	19	19	510
Northeast quarter of Southwest quarter	19	19	510
Southwest quarter of Southwest quarter	19	19	510
Northeast quarter of Northwest quarter	20	19	510
South half of Northwest quarter	20	19	510
Southwest quarter	20	19	510
West half of east half	20	19	510

	Sec	T	R.
Northwest quarter of Northwest quarter	21	19	5-10.
South half of Northwest quarter	21	19	5-10.
Southwest quarter	21	19	5-10.
Northwest quarter of Northeast quarter	21	19	5-10.
Southwest quarter of Northeast quarter	21	19	5-10.
Southwest quarter	21	19	5-10.
Southwest quarter of Northwest quarter	22	19	5-10.
North half of Southeast quarter	22	19	5-10.
Whole section except Southeast quarter of Southwest quarter	23	19	5-10.
Whole section	24	19	5-10.
Northwest quarter of Southwest quarter	30	19	5-10.
Southwest quarter of Southwest quarter	30	19	5-10.
Southwest quarter of Southwest quarter	30	19	5-10.
Southwest quarter of Southwest quarter	30	19	5-10.
7 or 8 acres of the Northwest quarter of Northwest quarter, the same being on west side of Jones mile creek	25	19	5-10.
East half of Southwest quarter	25	19	5-10.
Northwest quarter of Northeast quarter	25	19	5-10.
South half of Northwest quarter	26	19	5-10.
Southwest quarter	26	19	5-10.
North half of Northeast quarter	26	19	5-10.
Southwest quarter of Northeast quarter	26	19	5-10.
East half of Northwest quarter	27	19	5-10.
Southwest quarter	27	19	5-10.
East half	27	19	5-10.
North half of Northwest quarter	28	19	5-10.
North half	29	19	5-10.
South half of Southwest quarter	29	19	5-10.
Northwest quarter of Southwest quarter	29	19	5-10.
Northwest quarter of Southwest quarter	30	19	5-10.
North half	30	19	5-10.
North half of Southeast quarter	30	19	5-10.
Southwest quarter of Southeast quarter	30	19	5-10.
Whole section except Southwest quarter of Southwest quarter	31	19	5-10.
West half	32	19	5-10.
South half of Southeast quarter	32	19	5-10.
Northwest quarter of Southeast quarter	32	19	5-10.
Southwest quarter of Southwest quarter	33	19	5-10.
East half of West half	33	19	5-10.
Northeast quarter	33	19	5-10.
South half of Southeast quarter	33	19	5-10.
Northwest quarter of Southeast quarter	33	19	5-10.
East half	34	19	5-10.

	Sec.	T.	R.
Northwest quarter	35	19	6 00
South half of Northwest quarter of Southeast quarter	35	19	6 00
West half of Southeast quarter of Southeast quarter	35	19	6 00
West half of Southeast quarter	35	19	6 00
Whole section except Northwest quarter of Northwest quarter and Southeast quarter of Northeast quarter	1	19	6 00
West half	11	19	6 00
Northwest quarter of Northwest quarter	15	19	6 00
North half of Southwest quarter	15	19	6 00
Southwest quarter of Southwest quarter	15	19	6 00
North half of Northeast quarter	15	19	6 00
Southwest quarter of Northeast quarter	15	19	6 00
Southeast quarter of Southeast quarter	15	19	6 00
Whole section except Northwest quarter of Northwest quarter and West half of West half	21	19	6 00
Northwest quarter of Northwest quarter	23	19	6 00
Southeast quarter of Northwest quarter	23	19	6 00
North half of Southeast quarter	23	19	6 00
Southwest quarter of Southeast quarter	23	19	6 00
Northwest quarter of Northeast quarter	25	19	6 00
South half of Northeast quarter	25	11	6 00
Southwest quarter	25	19	6 00
East half of Southwest quarter	25	19	6 00
Southwest quarter of Southwest quarter	25	19	6 00
Southwest quarter of Northeast quarter	26	19	6 00
West half of Northwest quarter	27	19	6 00
Southeast quarter of Northwest quarter	27	19	6 00
Northwest quarter	27	19	6 00
North half of South half	27	19	6 00
Southwest quarter of Southwest quarter	27	19	6 00
Southwest quarter of Southeast quarter	27	19	6 00
Northwest quarter of Northwest quarter	28	19	6 00
South half of Northwest quarter	28	19	6 00
East half of Southwest quarter	28	19	6 00
East half	28	19	6 00
North half of North half	29	19	6 00
Southwest quarter of Northwest quarter	29	19	6 00
Southeast quarter of Northeast quarter	29	19	6 00
Northwest quarter of Southwest quarter	29	19	6 00
North half of South half	29	11	6 00
North half of Southwest quarter	29	19	6 00
Northeast quarter of Southwest quarter	32	19	6 00
(10 acres in Escalerosa County)			
North half	32	19	6 00
Southeast quarter	32	19	6 00
Whole section except Southeast quarter of Southeast quarter	33	19	6 00

	Acres	Days	Cost
Southeast quarter	34	17	6.00
West half of Northwest quarter	35	17	6.00
West half of Northwest quarter and Northwest quarter of Southeast quarter	36	17	6.00
Northwest quarter	1	20	6.00
Northwest quarter	2	20	6.00
North half of Northwest quarter	2	20	6.00
Northwest quarter of Southeast quarter	2	20	6.00
Southwest quarter of Southwest quarter	2	20	6.00
West half of Northwest quarter	2	20	6.00
Southwest quarter of Northwest quarter	3	20	6.00
Southeast quarter	3	20	6.00
East half	3	20	6.00
North half of Southeast quarter (15 acres in Tuscaloosa County)	4	20	6.00
West half of Northwest quarter	4	20	6.00
Northeast quarter of Southeast quarter	4	20	6.00
Northwest quarter of Northwest quarter (15 acres in Tuscaloosa County)	10	20	6.00
Northwest quarter of Northeast quarter	10	20	6.00
North half of Section (15 acres in Tuscaloosa County)	11	20	6.00
West half of Northwest quarter	12	20	6.00
North half of Northwest quarter	2	20	5.00
Southwest quarter of Northwest quarter	2	20	5.00
Northwest quarter of Southwest quarter	2	20	5.00
Northwest quarter of Northeast quarter	2	20	5.00
West half of Section	3	20	5.00
South half of Southeast quarter	4	20	5.00
West half of Northwest quarter	5	20	5.00
Northwest quarter of Southwest quarter	5	20	5.00
Northwest quarter of Northwest quarter	6	20	5.00
South half of Northwest quarter	6	20	5.00
Northwest quarter of Southwest quarter	6	20	5.00
Northwest quarter of Southeast quarter	6	20	5.00
North half of Southwest quarter	7	20	5.00
Northwest quarter of Northeast quarter	7	20	5.00
Northwest quarter	7	20	5.00
North half of Northwest quarter	9	20	5.00
East half	9	20	5.00
Northwest quarter of Northeast quarter	10	20	5.00
West half of Southwest quarter	10	20	5.00
Northwest quarter	10	20	5.00
Northwest quarter of Northwest quarter	13	20	5.00
Southwest quarter of Northwest quarter	13	20	5.00
South half of Southeast quarter	14	20	5.00
Southwest quarter of Northwest quarter	17	20	5.00
Southwest quarter of Southwest quarter	17	20	5.00

	Sec.	T.	R.
West half of Southeast quarter	15	16	10
East half of Southwest quarter (or more see Jefferson County)	15	16	10
Southwest quarter of Southeast quarter	9.3	15	10
Northwest quarter of Northwest quarter	1	16	10
Southwest quarter of Southwest quarter	1	16	10
South half of Northwest quarter	2	16	10
Southwest quarter	3	16	10
Southwest quarter of Northeast quarter	11	16	10
East half of Southeast quarter	11	16	10
West half of West half	11	16	10
South half of Northeast quarter	22	16	10
Southwest quarter of Northwest quarter	22	16	10
Southwest quarter of Southeast quarter	9.2	16	10
Whole Section	23	16	10
Whole Section	24	16	10
Northwest quarter of Northwest quarter	25	16	10
Whole Section	26	16	10
South half of Northeast quarter	28	16	10
North half of Southwest quarter	28	16	10
East half of Northeast quarter except half containing minerals	34	16	10
West half of Northwest quarter	34	16	10
Northwest quarter of Southeast quarter	34	16	10
Northwest quarter of Southwest quarter	34	16	10
Northwest quarter of Northwest quarter	3	17	10
Northwest quarter	4	17	10
South half of Northwest quarter	4	17	10
Southwest quarter	4	17	10
South half of Southeast quarter	4	17	10
Southwest quarter of Southeast quarter	7	16	20
North half of Northeast quarter	18	16	20
East half of Northwest quarter	18	16	20

Also

Land in Alabama
 The following interest in and to the following
 mineral lands situated in Tuscaloosa
 County, Alabama, to wit:

Southwest quarter of Southwest quarter (18 acres in Jefferson County)	7	20	5-40
Part of Southeast quarter of Southeast quarter as well as more fully appear by reference to deed from Charles H. Schaeffer to Henry F. C. B. Schaeffer, dated 6th June, 1882. re- corded in Jefferson County, in Vol. 51 page 173	17	20	5-40

	Acres	sq	ft
quarter of northeast quarter as will be more fully appear by reference to an deed from H. S. Bluff to A. C. DeBardet made in Jefferson county, 1882. Recorded in Jefferson County, Vol. 51, pages 173.	29	20	600
East half of Northwest quarter	31	20	600
Southwest quarter	31	20	600
Northwest quarter	6	21	600
South half	31	19	600
South half of Northwest quarter	31	19	600
Northwest quarter of Northwest quarter	31	19	600
East half of Northwest quarter (20 acres in Jefferson County)	31	19	600
Southwest quarter of Southwest quarter	4	20	600
West half of Southwest quarter (15 acres in Jefferson County)	4	20	600
East half of Southwest quarter	5	20	600
West half of Southwest quarter	5	20	600
Southwest quarter of Southwest quarter	5	20	600
West side of Spring Branch in North west quarter of Southwest quarter	5	20	600
North half of Northeast quarter	6	20	600
Southwest quarter of Northeast quarter	6	20	600
Southwest quarter of Northwest quarter	7	20	600
Southwest quarter	7	20	600
West section	8	20	600
Northwest quarter of Northwest quarter	9	20	600
Southwest quarter of Northwest quarter	9	20	600
North half of Northeast quarter	9	20	600
Southwest quarter	9	20	600
West half of Southwest quarter	9	20	600
Southwest quarter of Southwest quarter	9	20	600
Southwest quarter of Northwest quarter	10	20	600
Southwest quarter of Northeast quarter	10	20	600
Northwest quarter of Southwest quarter	10	20	600
Northwest quarter of Northwest quarter (15 acres in Jefferson County)	10	20	600
Northwest quarter of Southwest quarter (15 acres in Jefferson County)	11	20	600
North half of Southwest quarter (20 acres in Jefferson County)	11	20	600
Northwest quarter	16	20	600
East half of Northwest quarter	16	20	600
East half of Southwest quarter	16	20	600
North half	17	20	600
North half of Northeast quarter	18	20	600

	Ac	sq	ft
Southwest quarter of Northwest quarter	20	20	600
Northwest quarter of Southeast quarter	20	20	600
West half of South half	20	20	600
East half of Southwest quarter	21	20	600
East half of Northwest quarter	25	20	600
Southwest quarter	27	20	600
Northwest quarter of Southwest quarter	27	20	600
Southwest quarter of Southwest quarter	27	20	600
East half of Northwest quarter	27	20	600
Northwest quarter of Northwest quarter	27	20	600
Southwest quarter of Southwest quarter	28	20	600
Northwest quarter of Southwest quarter	28	20	600
Northwest quarter	29	20	600
Southwest quarter	29	20	600
East half of Southwest quarter	29	20	600
West half of Northwest quarter	31	20	600
Southwest quarter of Southwest quarter	31	20	600
East half of Southeast quarter	31	20	600
Northwest quarter	33	20	600
Northwest quarter of Southwest quarter	33	20	600
Northwest quarter of Southwest quarter	33	20	600
East half of Northwest quarter	34	20	600
Southwest quarter of Northwest quarter	34	20	600
Northwest quarter	35	20	600
Southwest quarter of Northwest quarter	35	20	600
Southwest quarter of Southwest quarter	35	20	600
East half of Northwest quarter	36	20	600
South half of Northwest quarter	36	20	600
East half of Southeast quarter	36	20	600
Northwest quarter	1	21	600
Northwest quarter of Northwest quarter	1	21	600
West half of Northwest quarter	1	21	600
Northwest quarter	2	21	600
Northwest quarter of Northwest quarter	3	21	600
West half of Northwest quarter	4	21	600
West half of Northwest quarter of Northwest quarter	4	21	600
Northwest quarter of Northwest quarter one acre in Bible (County)	10	21	600
Southwest quarter except 10 acres in Southwest corner	33	21	600
Southwest quarter of Northwest quarter	33	21	600
Southwest quarter of Northwest quarter	34	21	600
West half of Southwest quarter	34	21	600
Southwest quarter	3	22	600

	Ac.	sq.	sq.
Southwest quarter of Northeast quarter	4	12	100
West half of Southeast quarter of Northwest quarter	32	11	800
20 acres in west half of Southwest quarter	32	11	800

Circle

	Ac.	sq.	sq.
Circle			
Section 35, T. 1 S., R. 1 E., Okla. Terr.			
This is a 160 acre tract in accordance to the following described 160 acre situated in Blount Co., Okla. Terr. to wit:			
East half of Northeast quarter	18	12	100
Southwest quarter of Northeast quarter	18	12	100
Northwest quarter of Southeast quarter	18	12	100
South half of Southeast quarter	32	12	200
South half of Southwest quarter	14	12	100
South half of Southeast quarter	22	12	200
North half of Northeast quarter	23	12	200
Southeast quarter of Northeast quarter except two acres in Southeast corner	23	12	100
South half of Southwest quarter	23	12	100
Northwest quarter of Southwest quarter	23	12	100
Northwest quarter of Northwest quarter	24	12	100
(except about 8 acres)			
Northwest quarter of Northwest quarter	14	12	100
Northwest quarter of Northeast quarter	24	12	100
North half of Northwest quarter	20	12	100
Southeast quarter of Northwest quarter	16	12	100
East half of Northeast quarter			
West half of Southwest quarter of Southwest quarter	19	12	100
Circle in Southwest half of West half of Northwest quarter of Southwest quarter			
Northwest quarter of Southwest quarter	27	12	100
West half of Northwest quarter	34	12	100
Northwest quarter of Northwest quarter	34	12	100
Northwest quarter of Southwest quarter	34	12	100
North half of North half	3	13	100
Northwest quarter	5	13	100
South half	5	13	100
South half of Northwest quarter	5	13	100
Northwest quarter of Northeast quarter	9	13	100
Southeast quarter of Southeast quarter	9	13	100
West half of Southwest quarter	7	13	100
Northwest quarter	7	13	100
Northwest quarter of Northeast quarter	14	13	100
East half of Northwest quarter	14	13	100
Northwest quarter of Southwest quarter	24	13	100
Northwest quarter	27	13	100

	Acres	7.	8.
Northwest quarter of Northeast quarter	31	13	100
Southwest quarter	33	13	100
East half of Southwest quarter	33	13	100
West half of Northwest quarter	9	14	100
West half of Southwest quarter	9	14	100
West 1/2 section	16	14	100
West 1/2 section	17	14	100
East half of Northeast quarter	20	14	100
West half of Northwest quarter	11	14	100
West half	31	14	100
Southwest quarter of Southwest quarter	32	19	100
South half of Southeast quarter	32	17	100
East of the North half of Southeast quarter lying South of Warrior River	32	12	100
West half of Northwest quarter	1	13	100
South half of Southwest quarter	2	13	100
East 1/2 except 10 acres in the Northwest corner of Northeast quarter of Southwest quarter on West side of Little Warrior River	2	13	100
West half of Southeast quarter	4	13	100
Southwest quarter of Southwest quarter	4	13	100
Northwest quarter	5	13	100
West half of Southeast quarter	5	13	100
East half of Southwest quarter	5	13	100
Northwest quarter of Northwest quarter	5	13	100
East half of Northeast quarter	10	13	100
Northwest quarter	11	13	100
West half of Southwest quarter	11	13	100
Northwest quarter	13	13	100
North half of Southeast quarter	13	13	100
Northwest quarter of Southeast quarter	14	13	100
Southwest quarter of Northeast quarter	14	13	100
25 acres of west side of Southeast quarter of Northeast quarter	14	13	100
Northwest quarter of Northeast quarter	15	13	100
East half of Northwest quarter	15	13	100
Northwest quarter of Northwest quarter	15	13	100
West half	21	13	100
South half of Northeast quarter	23	13	100
Southeast quarter	23	13	100
Northwest quarter of Southwest quarter	23	13	100
Southwest quarter of Northwest quarter	23	13	100
Southwest quarter of Northeast quarter	27	13	100
Southwest quarter of Southeast quarter	27	13	100
Northwest quarter	27	13	100

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	Sec	P	R.
South half of South half	31	11	20
Northeast quarter of Southwest quarter	31	11	20
Southwest quarter	33	12	20
West half of Southeast quarter	33	12	20
Southwest quarter of Northwest quarter			
cont 10 acres in Northeast corner	33	12	20
East half of Northeast quarter Southwest quarter of Northeast quarter	5	13	20
East half of Northwest quarter	5	13	20
Northeast quarter of Southeast quarter	5	13	20
North half of Southwest quarter	5	13	20
Southwest quarter of Southwest quarter	5	13	20
Southeast quarter of Southeast quarter	6	13	20
cont that part of the Northeast quarter of Southwest quarter South of the Ridge			
beginning at Northwest corner of West half of Southwest quarter of Sec 5 thence South with road to top of Ridge thence with Ridge to the North West corner of said Southeast quarter of Southwest quarter (about 21 acres)	6	13	20
Southwest quarter of Northwest quarter	8	13	20

Also

Mineral Rights

in Jefferson County Alabama, All the coal and all other minerals in and under and upon the land hereinafter described land situated in Jefferson County Alabama, to-wit:

Southeast quarter of Southwest quarter	1	14	10
Southeast quarter of Northeast quarter	29	16	10
Northwest quarter of Southeast quarter	29	16	10
Southeast quarter of Southeast quarter	5	15	10
Northeast quarter of Northwest quarter	8	15	10
Northwest quarter of Northeast quarter	8	15	10
Original Northwest half of Northeast quarter of Northeast quarter	8	15	10
Southeast quarter of Northwest quarter	7	15	10
Southeast quarter of Southwest quarter	11	15	10
Northwest quarter of Northwest quarter	13	15	10
Northeast quarter of Northwest quarter	15	15	10
East half of Northeast quarter	17	15	10
South half of Southeast quarter	17	15	10
North half of Northeast quarter	19	15	10
Northwest quarter of Northeast quarter	20	15	10
Northwest quarter of Southwest quarter	20	15	10

Also 20 acres in Southwest quarter of South-
west quarter

Sec. 3. E.
20 15 100.

And also the west half of Northeast
quarter of Northwest quarter

29 15 100

Said east owned lands to be selected and
described as follows. The line or line
beginning at the north east mentioned sixty
steps & extends to the center line, thence
a right angle distance at right angles on
both sides of said center line and running
a small distance on both sides of said line
through said tract, to cover and embrace as
all the now are contained in the same,
and enough to embrace the sixty acres
in the last named tract, being 160 acres
more or less except one half acre, where the
mill race stands, sold to P. J. Blackburn.
Northeast quarter of Southeast quarter lying
south of Turkey Creek, being 35 acres more or less
So much of the Northwest quarter of South-
west quarter as lies south of Turkey creek,
and also that part of the Northwest quarter
of Southwest quarter as lies east of Harris-
son's Turkey Creek, containing 40 acres more
or less.

30 15 100.
30 15 100.

All that tract of land contained in the fol-
lowing section, being parts of the West half of
the Southwest quarter

30 15 100.

And Northeast quarter of Southeast quarter
And North half of Northeast quarter

25 15 200
31 15 200

Described as follows. Commencing at the ford
of Turkey Creek, near Frost's Mill race, thence
up said creek to the mouth of Beaver Branch,
thence for 100 paces to a fork in
young white oak on bank of said branch,
thence being in the Northwest quarter
of Southwest quarter

30 15 100

Thence a little south of west 200 steps to a
pile of rock at the Northwest corner of a corn
field, thence Southwardly along the fence of
said field 50 steps to a gully crossing said
fence, thence westwardly 100 steps to a sweet
gum stump on west side of the Jasper
road, thence a little south of west 163 steps
to a double chestnut standing some 200 feet
west of well at dwelling house, thence

The south to the Northwest corner, thence east to the Northeast corner of same tract, thence north to the Northwest corner of Southwest quarter of Southwest quarter

25 15 210

Thence to the Northwest corner of same tract, thence in a direct line to said foreland place of beginning, containing 80 acres more or less North half of Northeast quarter

25 15 210
33 15 110

North half of Southwest quarter

33 15 110

Northwest quarter of Northwest quarter

33 15 110

Northwest quarter of Northeast quarter

35 15 110

Northeast quarter of Northwest quarter

35 15 110

West quarter of Southwest quarter

5 16 110

Northwest quarter of Southwest quarter

5 16 110

Northwest quarter of Northwest quarter

5 16 110

Southwest quarter of Southwest quarter

7 16 110

Southwest quarter of Northwest quarter

7 16 110

South half of Northeast quarter

11 16 110

Northwest quarter of Northwest quarter

11 16 110

Part of the Northeast quarter of Northeast quarter and Southeast quarter of Northwest quarter

14 16 110

30 chains to the Southwest corner of Northeast quarter of Northeast quarter and running North 30° 30' West 65 chains, thence North 60° East 3.55 chains, thence North 47° East 3.56 chains, thence South 75° East 5.35 chains, thence South 58° 30' East 3.37 chains, thence South 55° 30' East 6.78 chains, thence South 30° 30' East 2.14 chains, thence South 87° 30' West 20 chains, thence North 30° 30' West 7.50 chains, to point of beginning, containing 117 2/3 acres

14 16 110

East half of Southwest quarter

14 16 110

Northwest quarter of Southwest quarter

14 16 110

South half of Northwest quarter

14 16 110

West half of Northwest quarter of Southwest quarter

14 16 110

West half of Southwest quarter of Northeast quarter

14 16 110

Southwest quarter of Southwest quarter

15 16 110

Northwest quarter of Southwest quarter

15 16 110

East half of Southwest quarter

15 16 110

Northwest quarter of Northeast quarter except 4 acres

22 16 110

South half of Southwest quarter of Southwest quarter which lies on Northwest side

29 16 110

	Sec.	R.	
Northwest corner of Southeast quarter	14	15	100
East half of Northwest quarter	14	17	100
Southwest corner of Northwest quarter	14	17	100
Southwest quarter	14	17	100
Northwest quarter	17	17	100
Southwest corner of Northwest quarter	17	17	100
North half of Southwest quarter	17	17	100
Southwest corner of Southwest quarter	17	17	100
Northwest quarter of Southwest quarter	25	17	100
Southwest corner of Southeast quarter	27	17	100
East half of Northwest quarter	32	17	100
Northwest quarter of Northwest quarter	32	17	100
Northwest quarter of Southeast quarter	32	17	100
Southwest corner of Northwest quarter	33	17	100
Northwest corner of Southwest quarter	33	17	100
South half of Northwest quarter	34	17	100
Southwest corner of Southeast quarter	34	17	100
Northwest corner of Northwest quarter	6	18	100
North half of Southwest quarter	6	18	100
Southwest corner of Southwest quarter	6	18	100
Southwest corner of Northwest quarter	7	18	100
Southwest quarter	13	14	100
Northwest quarter of Southeast quarter (see also in Blount County)	14	14	100
Northwest corner of Northeast quarter	20	14	100
Northwest quarter of Northeast quarter	22	14	100
Northwest quarter of Northwest quarter	22	14	100
Southwest quarter	23	14	100
South half of Northwest quarter 30 acres in Blount County	24	14	100
Northwest quarter of Southeast quarter	24	14	100
Northwest quarter of Northwest quarter except in case M.C. Clinch South)	25	14	100
East half of Northwest quarter	26	14	100
North half of Southwest quarter	32	14	100
North half of Southeast quarter	33	14	100
Southwest corner of Southeast quarter	33	14	100
Southwest quarter of Southwest quarter	33	14	100
Southwest corner of Northwest quarter	33	14	100
North half of Northwest quarter	34	14	100
North half of Northeast quarter	34	14	100
East half of Southwest quarter	34	14	100
Diagonal Southeast half of Northwest quarter of Southwest quarter	34	14	100
South half of Northwest quarter	35	14	100
Southwest corner of Northeast quarter	35	14	100
Southwest quarter of Southeast quarter	35	14	100

	Sec.	R.	R.
Northwest quarter of Northeast quarter	1	14	2.11.
Southeast quarter	1	15	2.10.
Northwest quarter of Northwest quarter	1	14	2.10.
East half of Northwest quarter	1	15	2.10.
North half of Northeast quarter	2	14	2.10.
Southeast quarter of Northeast quarter	2	15	2.10.
East half of Northwest quarter	2	15	2.10.
Northwest quarter of Northwest quarter	2	14	2.10.
Northwest quarter of Southwest quarter	2	14	2.10.
East half of Southeast quarter	3	14	2.10.
East half of Northwest quarter	3	15	2.10.
Southeast quarter of Northeast quarter	3	15	2.10.
Northwest quarter of Southeast quarter, except two acres near mill on Sec 7 creek	3	14	2.10.
North half of Northwest quarter	4	14	2.11.
West half of Northeast quarter	4	15	2.10.
South half of Northwest quarter	4	15	2.10.
Southeast quarter, except one acre being added to grave yard, it lying near the northwest corner of the Southeast quarter making W. C. Moore's grave the center, and 4 acres making J. N. Creels well the center on the Northwest quarter of Southeast quarter. Also, 5 acres of Southwest quarter of Northwest quarter making Mrs. Guthrie's well the center, the same being an oblong square in the section above stated	4	15	2.10.
Southeast quarter	4	14	2.10.
East half	6	14	2.10.
South half of Southwest quarter	6	15	2.10.
North half of Northeast quarter	7	14	2.10.
Southeast quarter of Northeast quarter	7	15	2.10.
West half of Northwest quarter	7	14	2.10.
Southeast quarter of Southeast quarter	7	15	2.10.
Southeast quarter of Northeast quarter	7	14	2.10.
Southeast quarter of Southeast quarter	7	15	2.10.
Southeast quarter of Southwest quarter	7	14	2.10.
Northwest quarter of Northwest quarter	7	15	2.10.
Whole section	10	14	2.10.
Northwest quarter of Southwest quarter	11	14	2.10.
West half of Southwest quarter	12	15	2.10.
Southeast quarter of Southwest quarter	13	14	2.10.
North half	14	15	2.10.
Northeast quarter of Southwest quarter	14	15	2.10.
Southeast quarter, except 20 acres off			

	Sec.	T.	R.
Southwest corner of Northeast quarter	15	15	210
North half of Southwest quarter	15	15	210
Southwest quarter of Southeast quarter	15	15	210
Northeast quarter of Southwest quarter	17	15	210
Northeast quarter	18	15	210
East half	22	15	210
Southwest quarter of Southwest quarter	23	15	210
Northeast quarter	23	15	210
West half of Southeast quarter	23	15	210
North half of Northwest quarter	23	15	210
Northwest quarter of Northwest quarter except 16 acres in Southeast corner	24	15	210
Southwest quarter of Northwest quarter	24	15	210
Northwest quarter	24	15	210
Southwest quarter of Southwest quarter	26	15	210
East half of West half of Southwest quarter	26	15	210
Southwest quarter of Northwest quarter	26	15	210
Southwest quarter of Northeast quarter	26	15	210
North half of Southeast quarter	26	15	210
West half of Southwest quarter	26	15	210
East half of Northeast quarter	26	15	210
Southwest quarter of Northeast quarter	27	15	210
Southwest quarter of Southeast quarter	27	15	210
West half of Southeast quarter	27	15	210
Northeast quarter of Southwest quarter	27	15	210
Southwest quarter of Southwest quarter	27	15	210
Southwest quarter of Northwest quarter	27	15	210
West half of Southwest quarter	36	15	210
Northeast quarter of Southwest quarter	36	15	210
Southeast quarter of Northwest quarter	36	15	210
West half of Northwest quarter	2	16	210
Northeast quarter of Northwest quarter	2	16	210
Diagonal Northwest half of Southeast quarter of Northwest quarter	0	16	210
Diagonal Northwest half of Northwest quarter of Southwest quarter	2	16	210
Southwest quarter of Southwest quarter	21	16	210
South half of Southeast quarter, Southeast quarter of Southwest quarter less 16 acres	1	18	210
Southeast quarter	11	18	210
Part of Northwest quarter of Northeast quarter less 16 acres	12	18	210
Southwest quarter of Northeast quarter	12	18	210
Northwest quarter of Southeast quarter	12	18	210
West half of Southwest quarter	12	18	210
West half of Northwest quarter	13	18	210
Northwest quarter of Northeast quarter	14	18	210

	Sec.	T.	R.
Southeast quarter of Northwest quarter	23	18	210
West half of Southwest quarter	25	18	210
Southeast quarter of Northwest quarter	25	18	210
Southeast quarter of Northwest quarter	26	18	210
South half of Southwest quarter	27	18	210
West half of Southwest quarter	27	18	210
That part of west half of Southwest quarter lying north of the Meridian Road	5	18	300
West half of Southwest quarter	7	18	300
2 acres in the Northwest corner of the Southeast quarter of Southwest quarter, said acres to be more particularly described as follows: Begin at a point on the western boundary line of Southeast quarter of Southwest quarter, 200 feet north of Southwest corner thence north along said boundary line to the Northwest corner of these 200 feet thence east along northern boundary line 200 feet to a point, thence a straight line over Southwest quarter to the point of beginning	7	18	300
North half of Northwest quarter	33	18	300
Southwest quarter of Northwest quarter	33	18	300
South half of Southwest quarter	7	19	300
That part of South half of Southeast quarter that lies South and east of the public road known as the Back Inoculosa Road	11	18	400
South half of Southeast quarter of Southwest quarter	12	18	400
South half of Southwest quarter	12	18	400
North half of Northwest quarter	13	18	400
Southeast quarter of Northwest quarter	13	18	400
Northwest quarter of Northwest quarter	13	18	400
Northwest quarter of Southwest quarter	13	18	400
North half of Northwest quarter except 10 acres in west side	14	18	400
South half of Southeast quarter of Northwest quarter	14	18	400
Northwest quarter of Southwest quarter	14	18	400
Northwest quarter of Northwest quarter except 2 acres in Northwest corner	22	18	400
North half of Northwest quarter	22	18	400
Northwest quarter of Southeast quarter	22	18	400
Southeast quarter of Northwest quarter except 2 acres in north end	23	18	400

	Acres	sq	ft
Southwest quarter of Northwest quarter	25	17	400
Northwest quarter of Northwest quarter	27	18	400
Northwest quarter of Northeast quarter	27	18	400
Southwest quarter of Southeast quarter except about 20 acres off of the southern end, as is shown by a plat returned to a surveyor from Charles Smith to A. F. DeBardeleben dated 26 th Apr. 1884, recorded in Vol. 59 pages 197. Jefferson County	27	18	400
Northwest quarter of Northwest quarter	13	17	400
Northwest quarter	13	17	400
Northwest quarter of Southwest quarter	33	17	400
Northwest quarter	33	17	400
North half of Southeast quarter	33	17	400
South half of Northwest quarter	5	20	400
Northwest quarter of Northwest quarter	5	20	400
South half of Northwest quarter	7	20	400
Northwest quarter of Northwest quarter	7	20	400
Northwest quarter of Southwest quarter	7	20	400
Northwest quarter of Northeast quarter	7	20	400
South half of Southeast quarter	9	17	500
Southwest quarter of Northwest quarter	9	17	500
South half of Southeast quarter except 5 acres in Northwest corner	10	17	500
Northwest quarter of Northwest quarter	14	17	500
Northwest of Southwest quarter	14	17	500
North half of Northeast quarter	15	17	500
Southeast quarter of Northeast quarter	15	17	500
Northwest quarter of Southeast quarter	15	17	500
Southeast quarter of Southwest quarter	19	19	500
Northwest quarter of Northeast quarter	19	19	500
Southeast quarter	19	19	500
Southeast quarter of Northeast quarter	20	19	500
Northwest quarter of Southeast quarter	20	19	500
Northwest quarter of Northwest quarter	21	19	500
Southwest quarter of Northeast quarter	21	19	500
Southeast quarter of Southeast quarter	31	19	500
West half of Northwest quarter	33	19	500
Northwest quarter of Southwest quarter	33	19	500
Northwest quarter of Southeast quarter	33	19	500
Northwest quarter of Southwest quarter	35	19	500
Southeast quarter of Northeast quarter	35	19	500
North half of Northeast quarter of Southeast quarter	35	19	500
East half of Southeast quarter of Southeast quarter	35	19	500
	0	20	500

	Sec	D	R
Northwest quarter of Southeast quarter	7	20	6 1/2
Southwest quarter of Northwest quarter	10	20	6 1/2
North half of Southwest quarter	10	20	6 1/2
Southwest quarter of Southwest quarter	10	21	6 1/2
17 acres in Southeast quarter of Southeast quarter	15	20	6 1/2
Northwest quarter of Southwest quarter	16	20	6 1/2
South half	17	20	6 1/2
Northeast quarter of Northeast quarter	19	20	6 1/2
North half of North half	20	20	6 1/2
Northwest quarter of Southwest quarter	35	20	6 1/2
North half of Northwest quarter	4	21	8 1/2
West half of Northwest quarter of Northwest quarter	14	21	8 1/2

Also

Owner in divided half interest in and to all the coal and other minerals in, under and upon the following described lands situated in Escalosa County, Alabama to wit:

North half of Northwest quarter	36	20	6 1/2
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Also

Owner in County, Alabama, all the coal and other minerals in, under and upon the following described lands situated in Shelby County, Alabama, to wit:

Southwest quarter of Northeast quarter	25	15	2 1/2
Northwest quarter of Southeast quarter	25	15	2 1/2
East half of Southwest quarter	25	15	2 1/2
South half of Southeast quarter	26	15	2 1/2

Also

Owner in County, Alabama, all the coal and other minerals in, under and upon the following described lands situated in Blount County, Alabama, to wit:

West half of Southwest quarter	30	12	3 1/2
South half of Southeast quarter	30	12	3 1/2
Northwest quarter of Southeast quarter	30	12	3 1/2
Southwest quarter of Southwest quarter	30	12	3 1/2
West half of Southeast quarter	31	12	3 1/2

East of the East half of Southwest quarter bounded as follows beginning at one half mile corner on South boundary thence north 120 rods, thence west 80 rods thence south with public road to fork of branch thence up said branch to the township line thence east to the beginning containing 45

acres more or less in	31	12	3 1/2
Northwest quarter	6	13	2 1/2
	1	13	2 1/2

	Acres	sq	R.
West half of Northwest quarter	7	12	20
Northwest quarter of Southwest quarter	22	12	20
Southeast quarter of Southwest quarter	22	12	20
Northwest quarter of Southwest quarter	22	12	20
Southwest quarter of Northwest quarter	25	12	20
Northwest quarter of Southwest quarter	25	12	20
Southwest quarter of Southwest quarter	25	12	20
Southwest quarter of Southwest quarter	26	12	20
West half and half acres on South side of Spring Branch			
Northwest quarter of Southeast quarter	26	12	20
Northwest quarter of Southwest quarter	26	12	20
Southwest half of West half of Northwest quarter of Southwest quarter	27	12	20
East half of West half of Southwest quarter	27	12	20
East half of Southwest quarter	27	12	20
West half of Southeast quarter	27	12	20
Northwest quarter of Northwest quarter	27	12	20
East half of Southeast quarter	28	12	20
Southwest quarter of Southwest quarter	28	12	20
Southwest quarter of Southeast quarter	28	12	20
West half of Northeast quarter	33	12	20
Southwest quarter of Northwest quarter	33	12	20
Northwest quarter of Northwest quarter	33	12	20
Northwest quarter	34	12	20
East half of Southeast quarter	34	12	20
Northwest quarter of Southeast quarter	34	12	20
Northwest quarter of Southwest quarter	34	12	20
Southwest quarter of Northwest quarter	34	12	20
South half of Northwest quarter	35	12	20
East half of Northwest quarter	35	12	20
Northwest quarter of Southeast quarter	36	12	20
East half of East half of Northeast quarter described as follows: Commencing at Northeast corner of land section (36) thence a little west of South to a 6-1/2 inch chestnut sapling, thence South to the top of the hill at the public road, thence Southwest with hill to the old road, thence down said road to the old pond of the branch to the South boundary line of said eighty acre lot, thence west to the quarter corner, thence half mile to section line, thence east to beginning, containing small about sixty acres more or less	36	12	20
Northwest quarter of Northwest quarter	1	13	20
Southwest quarter of Southwest quarter	1	13	20
Northwest quarter of Northwest quarter	1	13	20

Southwest corner of Northeast quarter of Section 14	14	13	100
Southwest corner of Southeast quarter of Southwest quarter	4	13	100
Southwest corner of Southwest quarter of Southeast quarter	6	13	100
Northwest quarter except 20 acres in Southwest corner of Southwest quarter of Northeast quarter	7	13	100
Northwest quarter of Northwest quarter of Southeast quarter	8	13	100
Southwest quarter of Northwest quarter	8	13	200
East half of Southwest quarter	5	13	200
Southwest quarter of Northwest quarter	7	13	100
Southeast quarter of Southeast quarter	9	13	100
North half of North half of Southeast quarter	10	13	100
East half of Southwest quarter	10	13	100
Southwest quarter of Southeast quarter	10	13	100
South half of Southwest quarter	11	13	100
North half of Southeast quarter	12	13	100
South half of Southwest quarter	12	13	100
North half of North half of Southeast quarter	14	13	100
Northwest quarter of Southwest quarter, except 15 acres west side of Jordan Creek or Branch	11	13	100
Northwest quarter of Northwest quarter	15	13	100
Northwest quarter	15	13	100
North half of Northwest quarter	17	13	100
Southeast quarter of Northwest quarter	17	13	100
North half of Southeast quarter	18	13	100
Southeast quarter of Southeast quarter	18	13	200
Southeast quarter of Southwest quarter	18	13	100
Northwest quarter of Southwest quarter	2	13	100
Southeast quarter of Northwest quarter	1	13	100
Also all that part of the Northwest quarter of Southeast quarter lying Northwest of the ledge of limestone rock running through said fifty-acre tract containing 25 acres	1	13	100
Also all that part of the Southwest quarter of Southeast quarter lying Northwest of the ledge of limestone rock running through said fifty-acre tract containing 3 acres	2	13	100
Also all that part of the Southeast quarter of Southwest quarter lying Northwest of the top of the mountain containing 10 acres	2	13	100
Also 19 acres in the Southeast corner of the Southeast quarter of Northwest quarter, commencing at the Southwest corner of said fifty-acre tract, running in a northeasterly direction, through said fifty-acre tract along an established line to the east boundary line of said fifty-acre tract.	2	13	100
Also 15 acres in the Southeast corner of the north-			

of acre for the area tract and running in a southwesterly direction to the South boundary line of said 16-acre tract to include 15 acres	2	13	10
West half of Southeast quarter	9	13	10
East half of Southeast quarter	11	13	10
West half of Southeast quarter	13	13	10
East half of Southeast quarter of Southeast quarter 15 acres	14	13	10
South half of Northwest quarter	20	13	10
West half of Southeast quarter	20	13	10
South half of Southeast quarter	22	13	10
Northwest quarter of Southeast quarter	31	13	10
Southwest quarter of Southeast quarter	31	13	10
West half of Northwest quarter	8	14	10
Northwest quarter of Southwest quarter	8	14	10
Southwest quarter of Northwest quarter	20	14	10
Southwest quarter of Northwest quarter	20	14	10
East half of Southwest quarter	30	14	10
North half of Northwest quarter	30	14	10
Southwest quarter of Northwest quarter	30	14	10
Northwest quarter of Northwest quarter	30	14	10
Southwest quarter Southwest quarter of Southeast quarter	33	12	10
Southwest quarter of Northwest quarter	3	13	10
Southwest quarter of Southwest quarter	4	13	10
East half of Southwest quarter	5	13	10
Southwest quarter of Northwest quarter	5	13	10
West half of Southwest quarter	5	13	10
South half of Northwest quarter	8	13	10
Northwest quarter of Southwest quarter	8	13	10
Southwest quarter of Northwest quarter	8	13	10
North half of Northwest quarter	7	13	10
East half of Northwest quarter	7	13	10
Southwest quarter of Northwest quarter	9	13	10
Southwest quarter of Northwest quarter	15	13	10
South half of East half of Northwest quarter	16	13	10
Northwest quarter	16	13	10
Northwest quarter of Southwest quarter	17	13	10
Parts of the following quarters, lying east of the Kearney River, E & Southwest quarter of Northwest quarter	18	13	10
Southwest quarter of Northwest quarter; North- west quarter of Southwest quarter	18	13	10
Under the Northwest quarter of Southeast quarter 120 acres	18	13	10
South half of Southwest quarter	18	13	10
Southwest quarter	19	13	10
West half of Northwest quarter	20	13	10
+	20	13	10

	J.C.	D.	
Southwest quarter	21	12	100
South half of Northeast quarter	21	12	100
Southwest quarter of Northwest quarter	22	12	100
Northwest corner of Southwest quarter	22	12	100
Southwest corner of Northwest quarter	23	1	100
Northwest quarter of Northeast quarter	24	12	100
Southwest quarter of Northeast quarter	25	12	100
Part of Section 28, described as follows:			
Beginning at the half-mile stake on the east and west line bounding said section on the north, thence west one fourth of a mile or thereabouts, to a rock set up on or near the survey line, thence from said rock in a southeasterly direction, or nearly so, to a rock set up near the County road, running through said land, thence in a straight line to another rock set up near the east and west line bounding the west half of Northeast quarter of said section on the South, thence east across said half quarter section, thence north to the corner of said half quarter, and thence west to beginning so as to include the part of Northwest quarter, and also the part of said half quarter section lying north of said line running Southeast or nearly so with said set up rock and supposed to contain 120 acres more or less.			
Southwest quarter of Northeast quarter	28	12	100
West half of Southeast quarter	29	12	100
Southwest quarter	29	12	100
West half of Northeast quarter	30	12	100
East half of Southeast quarter	30	12	100
Northwest quarter of Southeast quarter	30	12	100
Northwest quarter	30	12	100
Northwest quarter of Northeast quarter	31	12	100
North half of North half	32	12	100
Southwest quarter of Northwest quarter	32	12	100
East half of Southeast quarter	32	1	100
West half of Southeast quarter	32	12	100
East half of Southwest quarter	32	12	100
Southwest quarter of Northwest quarter	6	11	100
Northwest quarter of Southwest quarter	6	11	100
Southwest quarter of Northwest quarter	7	11	100
Northwest quarter of Southwest quarter	7	11	100
East half of Southwest quarter	7	11	100

Southwest quarter of Northwest quarter	18	14	1.00
Northwest quarter of Southwest quarter, Northeast quarter	18	14	1.00
East half of Northwest quarter	22	14	1.00
Tract is land lying west of a line commencing at the Southeast corner of the Northwest quarter of Southeast quarter, Sec. 4, T. 15. R. 1 W. or at the base of the center ground ridge running through the same thence following the base of said ridge northwesterly through said section 4			
thence in same direction through	4	14	1.00
sections thirty four and twenty seven	34	14	1.00
to the middle of section twenty-two	27	14	1.00
and bounded on the west as follows: beginning at the Southwest corner of the Northwest quarter of Southwest quarter, Sec. 4, T. 15. R. 1 W. and running one half mile north, thence east one quarter mile, north one mile, thence east one quarter thence north one and one half miles, thence east one quarter thence north one quarter, thence east to the outcrop of the rock about 436 acres in Jefferson County	28	14	2.00
Southwest quarter	36	14	1.00
Southwest quarter of Southeast quarter	24	13	2.00
Southwest quarter of Northeast quarter	25	13	2.00
Southwest quarter of Southwest quarter	25	13	2.00
Southwest quarter of Southeast quarter	26	13	1.00
Part of the following lands, lying on the Southwest side of Weber River To wit: Northwest quarter of Northwest quarter,			
Southwest quarter of Northwest quarter,			
Northwest quarter of Northeast quarter except 15 acres in the Northeast corner of Northwest quarter of Northeast quarter,			
containing eight (80) acres more or less	35	13	1.00
Northeast quarter of Northeast quarter	36	13	1.00
Northwest quarter of Northwest quarter	2	14	2.00
Southwest quarter of Northeast quarter	2	14	1.00
East half of Northwest quarter	3	14	2.00
Northeast quarter of Southwest quarter	3	14	2.00
Southeast quarter of Northwest quarter	10	14	1.00
West half of Southeast quarter	12	14	1.00
Northeast quarter of Southeast quarter	12	14	1.00
South half of Southwest quarter	12	14	2.00
Northeast quarter of Southeast quarter	13	14	2.00
North half of Northeast quarter	14	14	2.00

And also

Southwest quarter of Northwest quarter	18	14	100
Northwest quarter of Southwest quarter, Northeast quarter	18	14	100
East half of Northwest quarter	22	14	100
Tract of land lying west of a line commencing at the Southeast corner of the Northwest quarter of Southeast quarter Sect 4, T. 15. R. 1 W. or at the base of the short or ground ridge running through the same, thence following the base of said ridge northwesterly through said section 14			
thence in same direction through	14	14	100
section thirty-four and twenty-seven	34	14	100
to the middle of section twenty-two	27	11	100
and bounded on the west as follows, commencing at the Southwest corner of the Northeast quarter of Southwest quarter, Sec. 4, T. 15. R. 1 W. and running one half mile north, thence east one quarter mile, north one mile, thence east one quarter, thence north one and one half miles, thence east one quarter, thence north one quarter, thence east to the base of the ore, (about 438 acres in Jefferson County)	22	14	100
Southwest quarter	28	14	2
Southwest quarter of Southeast quarter	36	14	1
Southwest quarter of Northwest quarter	24	13	2
Southwest quarter of Northeast quarter	25	13	2
Southwest quarter of Southwest quarter	25	13	2
Southeast quarter of Southeast quarter	26	13	2
Part of the following lands, lying on the Southeast side of Warrior River to wit: Northwest quarter of Northwest quarter			
Southwest quarter of Northwest quarter			
Northwest quarter of Northeast quarter except 15 acres in the Northwest corner of Northwest quarter of Northeast quarter containing eighty (80) acres more or less	35	13	1
Northeast quarter of Northeast quarter	36	13	2
Northwest quarter of Northwest quarter	2	14	2
Southeast quarter of Northwest quarter	2	14	2
East half of Northwest quarter	3	14	2
Northeast quarter of Southwest quarter	3	14	2
Southeast quarter of Northwest quarter	10	14	2
West half of Southeast quarter	12	14	2
Northeast quarter of Southeast quarter	17	14	2
South half of Southwest quarter	12	14	2
Northwest quarter of Southwest quarter	12	14	2
North half of Northwest quarter	14	14	2
And also			
Cave and all rights pertaining to the same			

or for the right of way, or for the building of house or
 or for any other purpose or easement, which the party
 of the first part may have or be entitled to in con-
 nection with the mineral rights so owned by the said party
 of the first part, and hereinbefore described, or any or either
 of them.

Ohio

Surface Rights.

of the State of Ohio.

All the Surface Rights, as to and upon the following de-
 scribed land situated in Jefferson County, Ohio:

	Sec.	T.	R.
North west quarter	18	14	100
East half of Southwest quarter	18	14	100
West half of Southwest quarter	18	14	100
24 1/2 acres in Southwest quarter of			
Northwest quarter	33	17	100
2 1/2 acres in Northwest quarter	4	13	100
Southeast quarter of Northwest quarter	17	17	100
Northeast quarter of Southwest quarter	17	17	100
Southwest quarter of Southwest quarter	17	17	100
West half of Northwest quarter, except 15 acres	19	17	100
Southeast quarter of Southwest quarter	7	18	100
Northeast quarter of Northeast quarter	17	18	100
South half of Northwest quarter	11	15	100
Northeast quarter of Northwest quarter	11	15	200
Southeast quarter of Southwest quarter	17	19	100
(About 20 acres in the Southwest quarter of the Southeast quarter, and the Southeast quarter of Southwest quarter, more fully de- scribed hereunder from James H. Parsons and heirs to the De Radeleben Coal and Iron Co. dated 6th January, 1890	19	19	500
Northeast quarter of Northwest quarter	20	19	100
Southeast quarter of Northwest quarter	22	19	100
North half of Southwest quarter	22	19	100
West half of Northwest quarter	27	19	100
Southeast quarter of Northwest quarter	28	19	100
Northeast quarter of Southwest quarter	28	19	100
North half of Northwest quarter	28	19	100
Southeast quarter of Northwest quarter	28	19	100
Northeast quarter of Southeast quarter	28	19	100
Southeast quarter of Northwest quarter	6	20	100

Ohio

of the State of Ohio, all the Sur-
face Rights, as to and upon the following de-
scribed land situated in Jefferson County, Ohio:

In the ... Northwest quarter ... 20 ...

(Also

Blount Co. to Alabama all Surface rights in to ...

Southwest corner of East half of	Sec	T	R
Southwest corner of Southwest quarter	27	12	20
Southwest corner of Southwest quarter	27	13	100

(Also

Right of way in Blount County Alabama

... through the following ...

Southwest corner of Southwest quarter	5	14	100
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(Also the ... lands formerly owned ...

... State of Tennessee, and near the present ...

... of land purchased of C. W. Wilson ...

... at a rock-planted corner ...
 ... corner South 31° west (circumfer 119) poles ...
 ... corner to same, thence with same ...
 South 17° west (circumfer 120) poles to a ...
 ... South 54° west (circumfer 61) poles ...
 ... Dogwood pointer, thence with same ...
 South 20° west (circumfer 50) poles to a stake and pointer ...
 ... Ridge, thence South with top of Ridge ...
 ... Stake and pointer on top of ...
 ... South 20° east with Cass and Shells ...
 ... hundred & twenty-four (124) poles to a ...
 ... Shells line, thence with his line ...
 ... thirty-two (32) poles to a Chestnut and ...
 ... Richardson, thence South ...
 ... east (circumfer 178) poles to a ...
 ... to a stake, thence north with ...
 ... hundred and twenty-two (122) poles ...
 ... to a stake, thence west with same fifty (50) poles ...
 ... to a Buckeye, thence north with same thirty ...
 ... six (36) poles to a Ironwood, thence South ...
 ... east, twenty-six (26) poles to a Buckeye, thence ...
 North 42° east thirty-two (32) poles with the

... of the ... as popular. ... the
... to a stake in ... west
... north 71° east fifteen (15) poles to a stake
... South 40° east fifteen (15) poles to a stake
... a poplar tree marked. Thence
... third (33-1-3) poles to a
... South 82° west
... stake one-half (1/2) pole east
... north 37° west four (4) poles
... north 63° west six (6) poles to a stake
... one-third (1/3) poles to a
... one-half (1/2) rod east of
... north 79° east four (4) poles
... the road, thence from stake in the road
... north 17° east thirty (30) poles
... north 20° east
... least point
... Wilson's garden, thence
... eight (8) poles to a
... thence with the same north
... poles to a stake in the middle
... west twenty-two and one-half
... to contain in all
... acres more or less,
... the above the piece of land
... "Wilson's Garden" beginning at Columbia
... north 8° east four
... poles to a stake on west side
... one-half (1/2) rod from branch,
... north 37° west four (4) poles to a stake, thence
... north 63° west six (6) poles to a stake thence north
... one-third (1/3) poles to a stake on
... one-half (1/2) rod west of branch, thence
... poles to a stake, thence South
... to Columbia Poplar point of beginning.
... being comprised of several
... follows: The Wilson's
... Nov. 4th, 1880, recorded in
... page 320 The Mc-
... Nov 15th, 1886,
... page 146 and Eliza McKersy, January 9th 1882,
... page 51 The Morgan tract, Nov. 21st 1882,
... page 319 and George
... 17th 1883. Book N, page 431.
... however, subject to a certain

part of road through a part of the said tract granted
to the W. M. C. O. to the East Tennessee and Western
North Carolina Railroad Company, dated 20th October
and registered in the R. M. C. O. for Carter County
to be in force from 1822

Also

(120) that all a piece or parcel of lands situated
in the county of Lincoln District (2) Carter County,
State of Tennessee, described as follows. Beginning at
a chestnut tree and point, corner to Shell, thence
south with his line sixty (60) poles, thence east
sixty (60) poles to a sugar tree on Bradley's line, thence
east one hundred (100) poles to a chestnut oak and chestnut
oak point, thence east one hundred and twenty six
(126) poles to a Spanish oak, thence north with the
top of Red Ridge one hundred and sixty (160) poles to a
stake, thence east sixty-three (63) poles to the point
of beginning. Containing one hundred (100) acres more
or less. The above tracts of land being delineated
in a plat by Mercury Surveys, Agent to the
R. M. C. O. for Carter County.

All that tract of land purchased of John K. Smith
and his wife, situated in the Second
Civil District of Carter County, Tennessee, and described
as follows. Beginning at Wilcox corner on top
of Red Rock, Parish's Southwest corner, north
with top of ridge forty (40) poles to a stake and
point on top of Red Rock corner to Wilcox,
thence north with top of ridge sixty (60) poles
to a Spanish oak on top of Rock Cliff, Buck's
corner, thence north 400 feet creek hundred
and ten (110) poles to a dogwood corner to
Buck's and J. G. Calks, thence with Calks line
north 540 feet seventy (70) poles to a rock corner
planted where two lines corner formerly stands
thence with same south twenty eight (28) poles
to three Limes, thence with same south 450 feet
thirty-seven (37) poles to a spruce pine on the west
side of Perry's Creek, thence with same west
one hundred and twenty poles to a stake and dogwood
point, thence with same south fifty (50) poles
to a stake on Calks line, corner to Perry, thence
with Perry's line east one hundred and twenty
(120) poles to a birch on west branch of creek, cor-
ner to Perry, thence with the meanderings of
this creek on the west side of Perry's line general
bearing South 39° west forty-one (41) poles to a stake

... corner to Perry, Thomas
with ... conditional corner to Perry and Smith
81° east 100 poles to a stake, now rock planted
... conditional corner to Perry and Smith
Thence South 16° east eighty poles to the beginning containing
one hundred and thirty (130) acres more or less.

Also

All that tract of land purchased of John K. Smith
and Elizabeth Smith, his wife, situated in the Second
Civil District of the County of ... States of Tennessee
on the waters of ... Creek (and described as
follows) Beginning at a rock planted near a
buckeye, conditional corner to Perry and Smith
thence South 20° east two hundred and forty-five
(245) poles to a stake on Cato's original line, thence
North with Cato's original line two hundred and
five (205) poles to the Perry's now Wilson corner,
thence with 66° west eighty poles to the beginning, con-
taining ... acres or less.

Also

All that tract of land purchased of Charles P. Patton
and Nettie Patton, his wife, situated in District No.
Two (2) of the County of ... States of Tennessee, and
described as follows: Beginning at a stake with
deposits for the corner of C. W. Wilson's land, thence
west with C. W. Wilson's line fifty (50) poles to a
corner, thence north with same thirty-six
(36) poles to a cross-roads, thence South 75° East
twenty-one (21) poles to a buckeye, thence north 14°
east thirty-two (32) poles with the meanders of the bank
to a poplar, thence with 30° east (14) poles to a
stake, from the stake west of the orchard thence South
20° west fifty (50) poles to the point of beginning.

Also

All that tract of land purchased of W. R. Perkins and
F. Perkins, his wife, Sarah Caraway and Ellen Caraway
his wife, situated in the Second (2nd) civil district
of ... County, State of Tennessee, on the waters of Shell
or ... Creek adjoining the lands of Perry, Perkins
and the land of the ... Coal and Iron Company,
bought of C. W. Wilson and J. K. Smith, and described
as follows: Beginning near a large spruce pine (now down)
near Cato's line, thence west eight (8) poles to a stake
on road line, thence South 20° East twenty (20) poles to
a bush and point, thence South 20° East fifty-one
(51) poles to a planted rock near a bush in the field,
conditional corner to Perkins and Caraway. Or said

line with 70 east one hundred and ninety-four poles true
stake and point on the ridge on the DeBardole, Cent
and from Company line, thence north or west thirty
eight (38) poles with their line to a stake, thence west
thirty-one (31) poles to the beginning, containing thirty-one (31)
acres more or less.

Five Tracts
Jefferson County, Alabama.

The five tracts interest in and to the following described
lands situated in Jefferson County, Alabama.

South part of Southeast Northwest of Southeast; Northeast of Southwest, containing 120 acres.	2	168	1 00
West half of Southwest, except seven acres in Southwest corner bounded as follows: beginning within South of Northwest corner of Southeast of Southwest, thence east 2 chains, thence South west to section line 6; thence west from section corner, containing 73 acres.	4	168	1 00
Northwest of Northwest; Southeast of Northwest; North half of Northwest of Southwest; Southeast of Southwest, containing 140 acres.	7	168	1 00
Northwest of Southwest; Southeast of Southwest; containing 80 acres.	28	168	1 00
West half of Southwest; and Southwest of North west, containing 120 acres.	19	180	2 00
That part of Southwest quarter of Section described as follows: Beginning at center of track of S. N. (W. R. R.) at a point where the roadbed cuts the iron ore of Red Mountain, thence nearly west to a certain White Oak tree at west base of Red Mountain, thence due west to section line between 15 and 16, thence South east and section line to Southeast corner of section 14, thence east on section line 30 chains 27 links to corner on line between P. & N. Company and E. & W. Company lands, thence due north to point of beginning containing 65 acres more or less.	14	168	3 00
Southwest of Southeast; Southeast of Southwest; west half part of North half of Southwest which is included in line due west from point 21 chains 25 links north of Southeast corner of Section, containing 86 acres more or less	16	180	3 00
All of Section, containing 640 acres	21	188	3 00
West half of Northwest of Northwest; Northwest of Northwest; South half of Northwest; west half			

30	of Southeast, and the Southwest quarter of Section 22, containing 380 acres	2-2	188	3 1/2
	North east of Southwest: Southeast of Southwest: Southwest of Southeast: containing 120 acres.	2-4	188	3 1/2
	Southeast of Northeast: containing 40 acres	2-5	188	3 1/2
	10 acres in Southeast of Southwest divided into lots of 20 acres each (10 acres) Southwest of Southwest: North half of Southwest: west half of Northeast and Northwest quarter of section containing 220 acres	2-7	188	3 1/2
	West section except South half of Southwest of Southwest and the NW 1/4 620 acres	2-8	188	3 1/2
	Northwest of Northeast: west half of Northeast, east half of Southwest, Southwest of Southwest, and half interest undivided in west half of Southeast, and half interest undivided in east half of Southwest, containing 220 acres	2-9	188	3 1/2
	Southeast of Southeast and Southeast of Southwest: containing 80 acres	3-1	188	3 1/2
	Half interest undivided in west half of Northeast half interest undivided in east half of Northeast: containing 80 acres	3-2	188	3 1/2
	Northwest of Northeast: Northwest of Northeast, Southeast of Northeast Southwest of Northeast, Northwest of Southeast, Northwest of Southwest: Southwest of Southwest: containing 360 acres	3-3	188	3 1/2
	Northwest quarter of Section, containing 160 acres	3-4	188	3 1/2
	North east of Northeast: Northwest of Northeast containing 80 acres	3-5	188	3 1/2
	North half of Northwest, Southeast of Northwest, Southwest of Northeast: Northwest of Southeast: North east of Southwest & west half of Southwest: containing 320 acres	3-7	188	3 1/2
	10 acres in Southwest corner of Southwest of Northeast: Northwest of Southwest, except 10 acres in Northeast corner. Northwest of Southwest: Northwest of Southwest: containing 120 acres	3-8	188	3 1/2
	North half of Northeast: North half of Northwest: Southwest of Northwest and Northwest of Southwest: containing 240 acres	3-9	188	3 1/2
	East half of Northeast: North half of Southeast: containing 460 acres	3-10	188	3 1/2
	Northwest of Northwest: Northwest of Southeast: containing 80 acres	3-11	188	3 1/2
	East half of section Southwest of Northwest: and Northwest of Southwest, containing 400 acres	3-12	188	3 1/2

South-east, center of section, containing 160 acres	8	178	2
West half of Southwest, containing 80 acres	9	178	3
Southwest of Southwest, containing 40 acres	10	178	3
Northwest corner of section, containing 160 acres	16	178	3
Northwest corner of section, containing 160 acres	17	178	3
Southwest of Northwest, containing 40 acres	20	178	3
Southwest of Northwest, Northeast of Southwest, and Southwest corner of section, containing 240 acres	31	178	3
Southwest of Southwest, containing 40 acres	32	178	3
That part of Northwest quarter lying west of Cahaba River, containing 50 acres	35	178	3
Northwest of Southeast, containing 40 acres	17	178	4
Southwest of Southwest, Southeast of Southwest, containing 80 acres	25	178	3
Southwest corner of section, containing 160 acres	27	178	3
Southwest corner of Northwest, North half of Northeast, except 3 acres in Southwest corner, containing 80 acres	32	178	5
Southwest of Northwest, containing 40 acres	6	208	3
Northwest of Northwest, Southwest of Northeast, containing 40 acres	7	208	3
Northwest of Northwest, containing 40 acres	10	208	6
That part of Southeast of Southwest, lying west of Cahaba River, containing 15 acres	17	178	2
A certain large tract, without a change for railroad, now under the Oregon road, is granted over the following sections in this County: east half of Northwest of Southeast, South half of Southeast, Northeast of Northwest, Northwest of Northeast, Southeast of Southwest, Southwest of Southwest, Northwest of Northwest, North west of Southwest, Southwest of Northwest, Southwest of Northwest			
The total number of acres in fee simple in Jefferson County, is 6759.			

The State of Alabama
 Jefferson County, Alabama
 The undersigned, Clerk of the Court, do hereby certify to the following described lands situated in Shelby County, Alabama, to wit:

Northwest corner of section, North half of Southwest, Southwest of Southeast, containing 250 acres	35	178	2
East half of Northeast, containing 80 acres	36	178	2
East half of Northwest, Southwest of Northwest, containing 120 acres	4	178	2
Northwest of Northwest, Southwest of Northeast,			

East half of Southeast, Southwest of Southeast, and Southwest quarter of Section, containing 360 acres	3	198	200
North half of Northeast, South half of Northeast, West half of Northeast, North half of Southeast, Southwest of Southeast, and Southwest quarter of Section, containing 520 acres	8	17	200
South half of Northeast, Northwest of Southeast, containing 120 acres	10	198	200
Southeast of Northeast, Southwest of Northeast and all that part of Southeast of Southwest which lies east and south of Cahaba River. (250 acres more or less) containing 105 acres	17	198	200
Northwest of Northeast, Northeast of Southeast, Northwest of Southeast, Southwest of Southeast, Northwest of Southwest, Northwest of Southwest, Southeast of Southwest, Southwest of Southwest, (and all that part of Northwest quarter which lies east and south of Cahaba River. (110 acres, more or less) containing 430 acres	35	198	300
Northeast quarter of Section; half interest in Northeast of Northwest, Northwest of Northwest, Southeast of Northwest, South half of Southwest, and Southeast quarter of Section, containing 500 acres	3	08	300
Northwest of Northwest, containing 40 acres	14	08	300
West half of Northeast, Northwest of Southeast, containing 120 acres	5	208	300
Southeast of Southeast, containing 40 acres	9	208	300
All that part lying west of top of Conyns ridge of Northeast of Southwest; also that part west of same ridge of Southeast of Southwest (140 acres, more or less)	10	208	300
All of section containing 640 acres	16	08	200
Half interest in Northwest of Southwest, containing 20 acres	17	108	300
East half of Northwest, Southwest of Northeast, Northwest of Southwest, Northwest of Southwest, West half of Southwest containing 280 acres.	19	208	300
Half interest in Southwest of Northeast, half interest in Northwest of Southwest, Northeast of Southwest, South half of Southeast, and Northwest of Southwest, containing 200 acres	20	208	300
North half of Northeast, West half of Southeast of Northwest, Southwest of Northwest, and Northwest of Southwest, South half of Southwest, containing 260 acres.	21	08	300
North half of Northwest, Southwest of Northwest, containing 120 acres.	28	20	30

North half of Northwest, containing 640 acres	27	205	4
South half of Northwest, containing 40 acres	30	205	3
All of section except Northwest of Northwest, containing 600 acres	1	205	3
North half of Northwest; Southeast of Northwest; Northwest of Southwest; North half of Southeast; and Southwest of Southeast, containing 280 acres	31	205	3
West half of Northwest of Northwest; Northwest of Northwest, containing 100 acres	1	210	3
All of section, containing 640 acres	1	210	4
East half of section, containing 640 acres	11	210	4
East half of Northwest; Southwest quarter of section, Northwest of Southeast, containing 280 acres.	12	210	4
Lot No. 14 in Block 1, all in town of Lot No 1 in Block 14, Alabama.			
Lot No. in Block 14, Alabama	15	208	3
Southeast of Southeast, Southwest of Southeast, containing 80 acres.	24	205	2
Northwest of Northwest, Southwest of Northwest, Northeast of Northwest, Southeast of Northwest, Southwest of Northwest, containing 200 acres	25	205	4

The total number of acres in fee simple in Shelby County is 7775.

Also

Fee Simple In St. Clair County Alabama.

The fee simple interest in and to the following described lands situate in St. Clair County, Alabama, to wit:

Southwest half of Southeast of Northwest; Northwest of Southeast; containing 60 acres	11	130	
Northwest of Southeast; and 148 acres, more or less on north side of Southwest of Southeast, and Southeast of Southwest; containing 88 acres	32	138	
Northwest of Northwest; South half of Northwest of Northwest; Southwest of Northwest; and that part of Southwest of Northwest; and Northwest of Southeast; and the Southwest quarter of section which lies north of Georgia Road (184 acres, more or less; containing 254 acres	33	130	
Southwest of Northwest; Southeast half of Southwest of Northwest; Northwest of Southeast; Northwest of Southwest; Northwest of Southwest; South half of Southeast of Southwest; and Southwest of Northwest; containing 280 acres	6	140	

Southwest of Northwest; and Northwest quarter of section, containing 200 acres,	7	145	80
Southwest of Southwest, containing 40 acres	12	145	20
(All that part of section which lies north of Public Road from Springville to Ashville, via Goodwin's Mill (22 acres, more or less)	27	145	10
South half of Northwest; and all that part of North half of Southwest quarter lying north of Public Road from Springville to Ashville, via Goodwin's Mill (140 acres, more or less)	28	145	20
The total number of acres in fee simple in St. Clair County is 1,312.			

Fee Simple in Tuscaloosa County, Alabama.

The fee simple interest in and to the following described lands, situate in Tuscaloosa County, to wit:

Southwest of Southwest, containing 40 acres	7	208	500
Northwest of Northwest, containing 40 acres	18	208	500
West half of Southwest, containing 80 acres	19	208	500
Northwest of Northwest; Southeast of Northwest; Southwest of Northwest and west half of section, containing 1440 acres.	30	208	500
Northwest of Northwest; Northeast quarter of section, containing 200 acres.	31	208	500
Southeast quarter of section, except 10 acres in Northwest corner of Southwest of Southwest, containing 190 acres.	25	208	600
West half of Southwest, containing 80 acres	36	208	600
Southeast of Southwest, containing 40 acres	3	210	600
The total number of acres in Fee Simple in Tuscaloosa County is 1,070.			

Also Fee Simple in Blount County, Alabama.

The Fee Simple interest in and to the following described lands, situate in Blount County, Alabama, to wit:

Northwest quarter of Section. Northwest quarter of section Southwest quarter of section, containing 480 acres.	9	128	20
(All of section containing 640 acres	3	128	20
Northwest of Northwest; west half of Northwest; and east half of Northwest, containing 200 acres.	10	128	20
Southwest of Southwest, containing 40 acres	29	128	20
Part of Northwest of S. and N. Ala. R. R. of Southeast of Southwest, containing 20 acres	31	128	20

The total number of acres in fee simple in Blount County is 1380

(Also

Mineral Rights in Jefferson County, Alabama, other than Coal and other Minerals, in underwoods upon the following described lands, situate in Jefferson County, (Alabama, to wit: Part of west half of Northwest quarter of section (30 acres), part of Northeast of Southwest, in Southwest corner (8 acres), Southwest of Southwest, part of Southeast of Southeast, (120 acres); Southwest of Southwest, Northeast of Southwest, Southeast of Southwest, containing 215 acres

16 155 1

6 acres more or less in east half of northeast adjoining line between 16 and 17, containing 6 acres Part of Northwest quarter of section, in Northwest corner containing 80 acres

11 155 1

21 155 1

Southeast of Southwest; and Southwest of Southwest, containing 80 acres

2 165 1

South half of Northeast of Southwest, and west half of Southwest, containing 100 acres

9 165 1

East half of Northeast, and east half of Southwest, containing 160 acres

10 165 1

East half of Southwest of Northeast or west half of west half of Northwest, containing 100 acres

11 165 1

Northwest quarter of section, containing 160 acres.

15 165 1

West half of Northwest, containing 80 acres

22 165 1

West half of Southeast, containing 80 acres

31 165 1

33 155 1

Northwest of Northeast; West half of Northeast; west half of Northwest; Southwest of Northwest; North half of Southwest; Southeast of Southwest, containing 360 acres.

34 155 1

Part of West side of Northwest quarter of section lying west of Cahaba River (140 acres more or less); part of North side of north half of Southwest quarter of section, lying north of Cahaba River (20 acres more or less), containing 160 acres.

35 155 1

Part of Northeast of Northeast, lying north of Cahaba River (30 acres); Northwest of Northeast; part of west half of Southeast quarter of section (40 acres); Northeast of Southwest; Northwest of Southwest; Southeast of Southwest; and Southwest of Southwest; containing 240 acres.

4 178 1

South half of section, containing 320 acres

5 178 1

Northwest of Northwest; Southeast of Northeast; East half of Southeast; Southwest of Southeast; Southeast of Southwest; Southwest of Northwest; containing 230 acres	1	198	200
All that part of Northeast quarter which lies north of Cahaba River (140 acres); west half of Northwest, and Northwest of Southwest, containing 260 acres	5	198	200
Northwest of Northwest containing 40 acres	7	198	200
Southwest of Southwest containing 40 acres	17	198	200
North half of Northeast; North half of Northwest; Southwest of Northeast (except 10 acres in fee); 10 acres in Northwest corner of Northwest of Southeast; South half of Southeast; and Southeast of Southwest, containing 320 acres.	18	198	200
Part of Northwest half of Northeast quarter lying north of Cahaba River and part of Northwest quarter of section lying north of River; containing 129 acres	19	198	200
Part of North half of Northwest quarter, lying west of Cahaba River and part of Southwest of Northwest, lying north of River, containing 35 acres	20	198	200
Northeast of Southwest; Northwest of Southwest; containing 80 acres	15	190	200
Southeast of Southwest; Southwest of Southwest, containing 80 acres	21	198	200
Southeast of Northeast; Southeast of Northwest; Northwest of Southwest; containing 120 acres.	23	198	200
Northeast of Northeast; Southeast of Northeast; Northwest of Northwest, containing 160 acres	21	198	200
Southeast of Northwest; Southwest quarter of section; containing 200 acres	9	198	200
Northwest of Northwest; Southwest of Northwest; containing 80 acres	27	198	200
Northeast of Northeast; West half of Northeast; Northwest of Southeast; Southeast of Northwest; Northeast of Southwest; West half of Southwest; containing 320 acres	25	198	200
Southeast of Northeast; Southwest of Northeast; Northwest of Southeast; containing 120 acres	32	198	200

Total number of acres in mineral rights in Jefferson County is 4,498

Also

Mineral Rights in Shelby County, Alabama.

(All the Coal and other minerals in, under and upon the following described lands, situate in Shelby County, Alabama to wit:

(C) That part of Northwest quarter which lies east of Cahaba River (20 acres); Southeast of Southeast; Southeast of Southwest; Northwest of Southwest, and all that part of North half of Southwest, which lies South and east of Cahaba River (60 acres); containing 200 acres.

36 185

(D) Northwest of Northeast; Southeast of Northwest; Northeast of Southwest; Southeast of Southwest; containing 160 acres.

36 185

Northwest of Northwest; Northwest of Northwest; containing 80 acres.

9 195

Northwest of Northwest; Southwest of Northwest; Northeast of Northwest; Northwest of Northwest; Southeast of Northwest; Southwest of Northwest; containing 240 acres.

3 195

That part of Northeast of Northeast, which lies South of Cahaba (10 acres); Southeast of Northwest; that part of Southwest of Northeast, which lies South of Cahaba River (30 acres); that part of West half of Southeast, which lies South and east of Cahaba River (70 acres); containing 150 acres.

4 198 2

Southwest of Northwest, containing 40 acres.

9 198 2

East half of Southeast; Southwest of Southeast; West Southwest quarter of section, containing 240 acres.

10 198 2

Northwest of Southwest; Northwest of Southwest; Southwest of Southwest; containing 120 acres.

11 198 2

Northwest of Northeast; Northwest of Northeast; Northwest of Northwest; Northwest of Northwest; Southwest of Northwest; Northwest of Southwest; containing 280 acres.

15 198 2

(All of section containing 640 acres)

16 198 2

Northwest of Northeast; Northwest of Northeast; Southwest of Northwest; Southwest of Northwest; Northeast of Southwest; Southwest of Southwest; containing 320 acres.

17 198 2

(18) That part of Southeast of Northeast which lies South of Cahaba River (35 acres)

19 198 2

Northwest of Northeast, that part east of River of North half of Northwest; Southeast of Northwest; that part South and east of River Southwest of Northwest (35 acres); Northeast of Southwest; Northwest of Southwest; Southwest of Southwest; Northwest of Southwest; Northwest of Southwest; Southwest of Southwest; containing 280 acres.

Northwest of Northwest: Northwest of Southwest, containing 200 acres.	20	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	21	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	22	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	23	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	24	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	25	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	26	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	27	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	28	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	29	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	30	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	31	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	32	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	33	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	34	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	35	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	36	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	37	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	38	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	39	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	40	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	41	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	42	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	43	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	44	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	45	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	46	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	47	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	48	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	49	195	11
Northwest of Northwest: Southwest of Northwest, containing 30 acres.	50	195	11

The total number of acres in Mineral Rights in Shelby County is 4380.

(Also)

Mineral Rights In
St. Clair County Alabama.

(Also the Coal and other Minerals in under and upon the following described lands, situate in St. Clair County, Alabama to wit;

North half of Southeast of Southeast: Southwest of Southeast: Southeast of Southwest: Southeast part of Southwest of Southwest, South of line beginning at Southwest corner and running Northeast with Public Road 200 yards, thence due east to the line, containing 110 acres.	14	138	40
Southwest half of Northeast of Northwest: Southeast of Northwest: Southeast half of Southwest of Northwest: Southeast of Southwest except 5 acres in Northwest corner. And 5 acres in Southeast corner of Northwest of Southwest: containing 120 acres.	8	138	40
Northeast of Northwest: Northeast half of Southwest of Northwest: containing 60 acres.	9	138	40

Northwest part of Northeast of Northwest
 containing 600 acres 19 133 4 e.
 Southeast part of Northeast quarter of Section
 Eighteen at the center of said Section Eighteen
 and to the east to the half mile stake
 on the Section line between sections seven
 and eight. Thence north along said
 Section line to the point of the ridge as or
 near said Creek. Said point supposed to
 be about two hundred yards South of the
 Northwest corner of said Section Eighteen.
 Thence in Western direction along the
 top of the Ridge with the line of James
 E. Hall to an old Oak tree.
 thence South 38° west four chains and
 eight links to a large poplar tree
 at the point of the ridge. Thence across
 the Ridge along the top of said ridge
 Southwest to the center of said Section
 Eighteen, the beginning point, except about
 three or four rods near the center of
 said Section heretofore sold off by
 J. S. Taylor to one Fletcher Thompson,
 containing seventy acres more or less;
 North half of Northwest of Southwest;
 Northwest of Southwest except 10 acres in
 Northwest corner; Southwest of Southwest;
 Southwest half of Northeast of Southwest;
 containing 130 acres 18 133 4 e.
 North half of Northwest quarter; South
 west of Northwest; (and acres more or
 less in Northwest of Southwest north of line
 running from Northwest corner of Northwest
 of Southwest in a Southwest direction to
 Section line, containing 130 acres 17 133 4 e.
 East half of Northeast quarter; and that
 part of Northeast of Southwest which
 lies north of Georgia Road; Northwest of
 Southwest; and that part of Southwest
 of Southwest which lies north of Georgia
 Road (10 acres more or less); Southwest
 of Southwest; containing 205 acres 24 133 2 e.
 North half of East half of Northeast of
 Northwest; containing 40 acres 26 133 3 e.
 Southwest of Southwest; containing 40 acres 27 133 3 e.

<p>Corner of them only to a point 20 rods north of Southeast corner of said 40: Southeast of Northeast: Southeast of Southeast, except 10 acres same in Southeast corner; Northwest of Southwest: Southwest of Southwest. Containing 112 acres</p>	32	135	30
<p>West half of Northwest: Southeast of Northwest; Containing 50 acres</p>	33	135	20
<p>Northeast of Northwest: South half of Northwest, and southwest quarter of Section. Containing 280 acres</p>	26	145	10
<p>Southeast of Southeast: west half of Southeast; Containing 120 acres</p>	27	145	10
<p>West half of Southeast; Containing 80 acres</p>	33	145	10
<p>Northeast of Northwest: west half of Northwest and west half of Section; Containing 440 acres</p>	34	145	10
<p>East half of Northwest quarter; Southwest of Northwest; Containing 120 acres</p>	2	158	10
<p>Southeast of Northeast; North half of Southwest; Southeast half of Northeast of Southwest; Northeast of Northwest; and that part South and West of base of mountain of Southeast of Northwest so as to include all the iron ore in said 40: (220 acres (more or less)</p>	3	158	10
<p>Northeast of Northwest: west half of Northeast; Northwest of Southeast; Southwest of Southwest; North half of Southwest, and Northwest quarter of Section, containing 440 acres</p>	10	158	10
<p>All that part of Northeast of Southeast, lying in St. Clair County, except 6 acres in Northwest corner (26 acres more or less, and 10 acres in Northeast corner of Southwest of Southeast); containing 36 acres</p>	14	158	10
<p>The total number of acres of mineral rights in St. Clair County is 2898.</p>			
<p>A right of way for a road over land not owned by the Company is granted for the purpose of facilitating the shipments.</p>			
<p>From lands of Company to Alabama Great Southern Railroad</p>	8	138	20
<p>From lands of Company to Great Southern Railroad</p>	9	138	20
<p>From lands of Company to Great Southern Railroad</p>	19	138	20
<p>From lands of Company to Alabama Great Southern Railroad</p>	13	145	20
<p>From lands of Company to Alabama Great Southern Railroad</p>	14	145	20
<p>From lands of Company to Alabama Great Southern Railroad</p>	27	145	20

Also

Any and all rights whether to timber or water, or to rights of way, or for the building of houses, or for any other privilege or easement which the said DeBardolober Coal and Iron Company may have, or be entitled to in connection with the Mineral rights herein before described and connected in to any (or either of them).

Together with all the buildings and improvements on the said property or any part or parcel thereof, together with all the Coal Iron and other minerals therein, the coal and iron ore mines now being worked therein, the running shafts, trainways, running cars, and all other mining fixtures and appliances, as the same belong to, including the coke ovens, tools, equipments, tracks, rollers, ropes, wagons, carts, and harness, used in or about the furnaces or mines located on the said property or on any part thereof, and also all locomotives, tenders, cars, and all other rolling stock and equipments, and all machinery, tools and implements, chains and spikes, and all other things on the said property, or in any way connected therewith, and also the blast furnaces thereon located, together with all the tools, attachments and appliances, belonging to or connected with the said blast furnaces (or) thereon located.

As witness to the fact, all the property aforesaid with its appurtenances and privileges therein, belonging to the said Tennessee Coal, Iron and Railroad Company, its successors and assigns, for and in consideration of the sum of Three Million Dollars, in consideration of the sum of Three Million Dollars, and as in full payment thereof, hereby covenants and agrees that it will assume and become liable for, and shall assume and be liable for all liabilities and obligations of any and every nature and kind, which the said DeBardolober Company may now owe, whether due or not, or for which it may in any way be bound or liable, and especially for the bonds of the said DeBardolober Company, to the amount of Three Million Dollars, secured by the mortgages or deeds of trust covering the property hereinbefore described, and bearing date respectively on the first day of February A. D. 1890, and the third day of October A. D. 1890, and the said Tennessee Company, for the consideration aforesaid, hereby covenants and agrees, that it will

and as witnesses, as the same may seem well to be required and found to be proper obligations of the said DeBardeleben Company.

And with witness, the said DeBardeleben Coal and Iron Company, party of the first part, has caused this indenture to be subscribed in its name, by its President, and attested by its Secretary and Treasurer, with the corporate seal of said Company to be hereunto affixed, and the said Tennessee Coal and Iron Railroad Company, party of the second part, has hereunto set its corporate seal, and caused the same to be attested by its Secretary and Treasurer, and these Presents to be signed in its name, as is acknowledged by its President, the day and year first above written.

In witness whereof, the said DeBardeleben Coal and Iron Company
D. F. DeBardeleben
J. W. H. [unclear]

The DeBardeleben Coal and Iron Co.
A. F. DeBardeleben, Pres.
Attest Andrew M. Adger, Secy. & Treas.

In witness whereof, as to the Tennessee Coal and Iron Railroad Company,
G. L. Platts
Albert B. Boardman

The Tennessee Coal and Iron Railroad Company by
G. L. Platts, Pres.
Attest
J. G. Brown
Secretary and Treasurer.

In witness whereof,
J. G. Brown Secy. & Treas. J. Cooper

Notary of Alabama, Jefferson County, J. M. G. Robinson of the State of Alabama, residing in Birmingham and being a Notary Public duly commissioned, in and for the said State, do hereby certify that A. F. DeBardeleben the President of the DeBardeleben Coal and Iron Company, and Andrew M. Adger the Secretary and Treasurer of the same Company, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date, as their act and deed, as the President and Secretary respectively of the

Andrew M. Aldger, being by me first duly sworn, has duly depone & say that he the said ~~W. G.~~ DeBardolibus was the President of the said DeBardolibus & Co. a certain Company; that he the said Andrew M. Aldger was the Secretary and Treasurer of some Company; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said Company was such a spurious seal; that it was affixed thereto by order of the Board of Directors and Stockholders of the said Company; and that they signed their names thereto by the like order as President and Secretary of the said Company respectively.

Who Witness Whereof I have hereunto set my hand and made affix at my official seal, this the thirteenth day of June in the year one thousand eight hundred and ninety two.

W. G. Robinson
Notary Public

New York
City of New York 188.

Charles E. Jeffries

Notary Public in and for the said State of New York, residing in the City of Brooklyn, Kings County, New York, duly qualified and authorized to take and receive acknowledgments of deeds within and for the City and County of New York, in and for the State do hereby certify that Thomas C. Platt, the President of the Tennessee Coal, Iron and Railroad Company of Tennessee whose name is subscribed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument the same he executed the same voluntarily on the day the same bears date as his act and deed in the said Presidency of the said Company, and as the act and deed of the said Company and the said Thomas C. Platt being by me first duly sworn and depone & say that he the said Thomas C. Platt was the President of the Tennessee Coal, Iron and Railroad Company of Tennessee; that the seal affixed to the foregoing instrument purporting to be the corporate seal of the said Company was such a spurious seal; that it was affixed thereto by order of the Board of Directors of the said Company, and that he signed his name thereto by the like order as the President of the said Company.

of ... hundred and ...
E. Jeffries
Notary Public
Kings Co.
Certificate Filed, in New York

I, J. D. Williams, Notary Public
for the City and County of New York, and also
Judge of the Supreme Court for the said City and
County, the same being a Court of Record do hereby
certify that E. Jeffries has filed in the
Clerk's Office of the County of New York a
copy of his appointment as Notary Public for
the County of Kings with his autograph signature
and with the same of taking the proof or ac-
knowledgment of the aforesaid instrument duly con-
formable to the laws of the State and further that
said Notary Public is duly believed the signature to the
said certificate of proof or acknowledgment
to be genuine.
In Testimony Whereof I have hereunto set my hand
and official seal of the said Court and County
the 4th day of Sept. 1842.
J. D. Williams
Clerk

I, Walter Keith, Notary Public in and for the State
of Tennessee, residing in the City of Nashville,
do hereby certify that James Brown, Secretary of the
Tennessee Coal Iron and Railroad Company of Tennessee, whose
name is signed to the foregoing instrument, and
who is known to me as acknowledged before me
on this day, that being informed of the contents of
said instrument, has executed the same voluntarily
on the day the same bears date as his act and
deed as the Secretary of the said Company, and the said
James Brown being by me first duly sworn to
and deposes and says that the said James Brown
was the Secretary of the Tennessee Coal Iron and
Railroad Company of Tennessee, that the said
instrument, purporting to be the act

Board of Directors of the said Company and that he grants his name thereto by his signature on the Instrument of the said Company.

In witness whereof I have hereunto set my hand and seal at all my official seals this 15th day of June 1892 at Birmingham eight hundred and ninety two.

Walter Keitt
Notary Public State of Alabama

The foregoing Affidavit was filed for record at the Probate Court September 1892 and duly recorded on Vol 176 folio pages 186 to 245 inclusive this 15th day of September 1892.

W. J. Porter
Judge of Probate

H. Harding | State of Alabama
To the County of Tuscaloosa

I, H. Harding, do hereby certify that I, H. Harding, do hereby constitute and appoint W. J. Porter my true and lawful attorney in and by my name to enter into and execute in certain mortgages recorded in the office of the Judge of Probate of Jefferson County Alabama on June 28th 1889 in Volume 114 of the Book of Deeds page 462 executed to me by Mrs. L. B. Bradford and L. T. Bradford of James 22 1889 upon the North half of lot 200 in the block four hundred & eleven according to the City of Birmingham, Ala. giving and granting to my said attorney full power and authority to do all acts necessary and proper to be done in the premises hereby ratifying and confirming the same as fully and in the same manner as if done by myself in person.

In witness whereof I have hereunto set my hand and seal this 15th day of August 1892.

H. Harding

State of Alabama | Tuscaloosa County | W. H. S. Nymon, Jr., Notary

I HEREBY CERTIFY THAT THE DEED TAX \$ ⁵⁰⁰ AND MTC

TAX \$ [✓] HAS BEEN PAID ON THIS INSTRUMENT.

Marvin Sandifer
as Clerk of the Probate Court
JUDGE OF PROBATE

OF ALABAMA,
BY OR JEFFERSON.

THIS AGREEMENT, entered into this 24th day of February 1, between TENNESSEE COAL, IRON AND RAILROAD COMPANY, a corporation organized under the laws of the State of Tennessee, hereinafter for convenience called the "Tennessee Company", party of the first part, and SOUTHERN NATURAL GAS CORPORATION, a corporation organized under the laws of the State of Delaware, hereinafter for convenience called the "Gas Corporation", party of the second part; WITNESSETH

WHEREAS, by an instrument of agreement dated the 1st of August, 1929, the Tennessee Coal, Iron and Railroad Company and Tennessee Gas Corporation granted and conveyed unto the Gas Corporation the right to construct, operate, maintain and remove a pipe line upon certain lands described in said instrument; and

WHEREAS, said agreement provided among other things that for the construction of said pipe line and the accurate location of the center line thereof had been determined by survey and maps had been prepared showing such center line said parties should execute a substitute for said agreement of August 1, 1929, containing the same provisions except that it should include an accurate description of said center line as determined by said survey and should have maps attached showing the location thereof; and

WHEREAS, said survey and maps have been completed and the parties hereto now wish to enter into the substitute for said agreement dated the 1st day of August, 1929, as provided for therein;

THEREFORE:

(1) The Tennessee Company in consideration of the covenants and of the covenants of the Gas Corporation as hereinafter expressed

to be kept and performed and in further consideration of the sum of Four Thousand Seven Hundred and Seventy Dollars (\$4,770.00) in hand paid to the Tennessee Gas Corporation, the receipt whereof is acknowledged, and to the intent of the ownership of the Tennessee Company in the hereinafter described land located in Jefferson County, Alabama, hereby grants and conveys to the Gas Corporation the right to construct, operate, maintain and remove a pipe line not to exceed twelve and three-quarter inches (12-3/4") in diameter or its equivalent in smaller contiguous lines should the condition of the terrain or other physical conditions render it more advantageous for the transmission of gas across the land of the Tennessee Company (wherever the expression "pipe line" is used in this instrument, it shall include either a single or two or more contiguous lines as provided in this Section (1)) in the North-East quarter of North-East quarter of Section 11; the North-East quarter of South-West quarter of Section 12; the North-East quarter of North-East quarter of Section 13, Township 18 South, Range 6 West; the North-half of South-West quarter of South-East quarter of Section 18; the South-West quarter of North-West quarter, North-East quarter of South-West quarter, South-West quarter of South-West quarter and South-East quarter of South-West quarter of Section 20; the North-East quarter of North-West quarter of North-West quarter of North-East quarter, South-West quarter of North-East quarter, South-East quarter of North-East quarter and North-East quarter of South-East quarter of Section 29; the North-West quarter of South-West quarter of North-East quarter of South-West quarter of Section 28; the North-West quarter of North-East quarter and North-West diagonal half of North-East quarter of North-East quarter of Section 33; the North-East quarter of South-West quarter of North-West quarter of South-East quarter of Section 34, Township 18 South, Range 5 West; the North-East quarter of North-West quarter, North-West quarter of North-East quarter, North-East quarter of North-East quarter, South-East quarter of North-East quarter and North-East quarter of South-East quarter of Section Township 19 South, Range 5 West; the North-West quarter of South-West quarter of South-West quarter of South-West quarter and South-East quarter of South-West quarter of Section 18; the North-East quarter of North-West quarter, South-West quarter of North-West quarter, South-West quarter of North-East quarter, North-West quarter of South-East quarter, North-East quarter of South-East quarter, and South-East quarter of South-East quarter of Section 11; the North-East quarter

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of South-East quarter and South-East quarter of South-East quarter of Section 29; the South-West quarter of South-West quarter of Section 28; the North-West quarter of North-West quarter, North-East quarter of North-West quarter and South-West quarter of North-West quarter of Section 33, Township 19 South, Range 4 West all of the Huntsville Principal Meridian, Jefferson County, Alabama, in the location shown in red color on four (4) maps hereto attached marked, respectively, "Exhibit A", "Exhibit B", "Exhibit C" and "Exhibit D" and made a part of this instrument; the center line of said pipe line across land of the Tennessee Company being described as follows:

(a) Begin at the northeast corner of Section 11, Township 18 South, Range 6 West; thence in a westerly direction along the northern boundary of said section 592.5 feet to point of beginning of center line herein described; thence turning an angle of 136 degrees to the left in a southeasterly direction 23.7 feet; thence turning an angle of 5 degrees and 23 minutes to the left in a southeasterly direction 738.0 feet to intersection with the eastern boundary of said Section 11, said eastern boundary forming an angle of 51 degrees and 11 minutes with said center line and said intersection being 476.5 feet south of the northeast corner of said section;

(b) Begin at the northeast corner of North-East quarter of South-West quarter of Section 12, Township 18 South, Range 6 West; thence in a westerly direction along the northern boundary of said quarter-quarter section 481.8 feet to point of beginning of center line herein described; thence turning an angle of 135 degrees and 29 minutes to the left in a southeasterly direction 40.6 feet; thence turning an angle of 1 degree and 36 minutes to the left in a southeasterly direction 620.2 feet to intersection with the eastern boundary of said quarter-quarter section, said eastern boundary forming an angle of 46 degrees and 50 minutes with said center line and said intersection being 449.0 feet south of the northeast corner of said quarter-quarter section;

(c) Begin at the northeast corner of Section 13, Township 18 South, Range 6 West; thence in a westerly direction along the northern boundary of said section, 347.1 feet to point of beginning of center line herein described; thence turning an angle of 127 degrees and 52 minutes to the left in a southeasterly direction 305.2 feet; thence turning an angle of 5 degrees and 35 minutes to the right in a southeasterly direction 301.1 feet to intersection with the eastern boundary of said Section 13, said eastern boundary forming an angle of 32 degrees and 6 minutes with said center line and said intersection being 495.6 feet south of the northeast corner of said section;

(d) Begin at the northwest corner of the North half of South-West quarter of South-East quarter of Section 18, Township 18 South, Range 5 West; thence in an easterly direction along the northern boundary of said half-quarter-quarter section 121.0 feet to point of beginning of center line herein described; thence turning an angle of 38 degrees and 8 minutes to the right in a

southeasterly direction 466.0 feet; thence turning an angle of 3 degrees and 54 minutes to the right in a southeasterly direction 166.8 feet; thence turning an angle of 6 degrees to the right in a southeasterly direction 104.5 feet; thence turning an angle of 5 degrees to the right in a southeasterly direction 238.0 feet to intersection with the southern boundary of said half-quarter-quarter section, said southern boundary forming an angle of 53 degrees with said center line and said intersection being 833.5 feet east of the southwest corner of said half-quarter-quarter section;

(e) Begin at the southwest corner of south-west quarter of North-West quarter of Section 20, Township 18 South, Range 5 West; thence in a northerly direction along the western boundary of said quarter-quarter section 447.7 feet to point of beginning of center line herein described; thence turning an angle of 147 degrees and 34 minutes to the right in a southeasterly direction 320.5 feet; thence turning an angle of 3 degrees and 11 minutes to the right in a southeasterly direction 415.0 feet; thence turning an angle of 3 degrees and 51 minutes to the right in a southeasterly direction 179.5 feet; thence turning an angle of 30 minutes to the left in a southeasterly direction 1298.7 feet; thence turning an angle of 2 degrees and 48 minutes to the left in a southeasterly direction 157.0 feet; thence turning an angle of 2 degrees and 49 minutes to the left in a southeasterly direction 854.8 feet; thence turning an angle of 3 degrees and 27 minutes to the left in a southeasterly direction 217.0 feet; thence turning an angle of 5 degrees and 25 minutes to the left in a southeasterly direction 109.2 feet to intersection with the southern boundary of said Section 20, said intersection forming an angle of 50 degrees and 21 minutes and being 3,609.0 feet west of the southeast corner of said section; thence continuing in a southeasterly direction along the projection of the last above described course 218.4 feet; thence turning an angle of 2 degrees and 9 minutes to the left in a southeasterly direction 143.4 feet; thence turning an angle of 4 degrees to the left in a southeasterly direction 190.3 feet; thence turning an angle of 3 degrees and 14 minutes to the left in a southeasterly direction 217.0 feet; thence turning an angle of 27 minutes to the left in a southeasterly direction 243.7 feet; thence turning an angle of 1 degree and 18 minutes to the left in a southeasterly direction 2,189.0 feet; thence turning an angle of 3 degrees and 54 minutes to the left in a southeasterly direction 192.5 feet; thence turning an angle of 4 degrees and 30 minutes to the left in a southeasterly direction 501.3 feet; thence turning an angle of 6 degrees and 48 minutes to the left in a southeasterly direction 625.5 feet; thence turning an angle of 20 minutes to the left in a southeasterly direction 546 feet to intersection with the eastern boundary of Section 29, Township 18 South, Range 5 West, said intersection forming an angle of 66 degrees and being 2,737.7 feet south of the northeast corner of said section; thence continuing in a southeasterly direction along the projection of the last above described course 205.1 feet; thence turning an angle of 7 minutes to the left in a southeasterly direction 984.6 feet; thence turning an angle of 4 degrees and 38 minutes to the right in a southeasterly direction 242.5 feet; thence turning an angle of 3 degrees and 42 minutes to the right in a southeasterly direction 357.2

feet; thence turning an angle of 4 degrees and 30 minutes to the right in a southeasterly direction 444.5 feet; thence turning an angle of 1 degree and 5 minutes to the left in a southeasterly direction 332.5 feet to intersection with the southern boundary of the North-East quarter of South-West quarter of Section 28, Township 18 South, Range 5 West, said southern boundary forming an angle of 35 degrees and 36 minutes with said center line and said intersection being 903.0 feet east of the southwest corner of said quarter-quarter section;

(f) Begin at the northeast corner of Section 33, Township 18 South, Range 5 West; thence in a westerly direction along the northern boundary of said section 1,585.5 feet to point of beginning of center line herein described; thence turning an angle of 134 degrees and 38 minutes to the left in a southeasterly direction 1126.5 feet to intersection with the southeast boundary of land of said Tennessee Company in the northwest diagonal half of the North-East quarter of North-East quarter of said Section 33, said intersection forming an angle of 90 degrees and 38 minutes and being 1127.0 feet distant from the northeast corner of said section as measured along said southeast boundary;

(g) Begin at the northeast corner of North-East quarter of South-West quarter of Section 34, Township 18 South, Range 5 West; thence in a westerly direction along the northern boundary of said quarter-quarter section, 369.4 feet; thence turning an angle of 94 degrees and 17 minutes to the left in a southeasterly direction 360.4 feet; thence turning an angle of 1 degree and 21 minutes to the left in a southeasterly direction 423.6 feet to point of beginning of center line herein described; thence turning an angle of 45 degrees and 34 minutes to the left in a southeasterly direction 324.8 feet; thence turning an angle of 4 degrees and 28 minutes to the right in a southeasterly direction 108.1 feet; thence turning an angle of 1 degree and 37 minutes to the right in a southeasterly direction 397.8 feet to intersection with the southern boundary of the North-West quarter of South-East quarter of said Section 34, said southern boundary forming an angle of 44 degrees and 58 minutes with said center line and said intersection being 305.6 feet East of the southwest corner of said quarter-quarter section;

(h) Begin at the northeast corner of Section 13, Township 19 South, Range 5 West; thence in a westerly direction along the northern boundary of said section, 2763.0 feet to point of beginning of center line herein described; thence turning an angle of 138 degrees and 31 minutes to the left in a southeasterly direction 2000.0 feet; thence turning an angle of 19 degrees and 47 minutes to the right in a southeasterly direction 1040.5 feet; thence turning an angle of 2 degrees and 12 minutes to the right in a southeasterly direction 139.2 feet; thence turning an angle of 11 degrees and 35 minutes to the left in a southeasterly direction 452.8 feet; thence turning an angle of 30 minutes to the right in a southeasterly direction 357.4 feet; thence turning an angle of 16 minutes to the left in a southeasterly direction 365.4 feet to intersection with the eastern boundary of said Section 13, said intersection forming an angle of 37 degrees and 31 minutes and being 2020.0 feet north of the southeast corner of said section;

thence continuing in a southeasterly direction along the projection of the last above described course, 26.6 feet; thence turning an angle of 2 degrees and 20 minutes to the right in a southeasterly direction 2463.0 feet to intersection with the southern boundary of Section 18, Township 19 South, Range 4 West; said intersection forming an angle of 54 degrees and 14 minutes and being 1436.4 feet east of the southwest corner of said section; thence continuing in a southeasterly direction along the projection of the last above described course 2755.0 feet; thence turning an angle of 2 degrees and 50 minutes to the left in a southeasterly direction 164.6 feet; thence turning an angle of 4 degrees and 34 minutes to the left in a southeasterly direction 1998.0 feet; thence turning an angle of 15 minutes to the left in a southeasterly direction 1571.7 feet; thence turning an angle of 7 minutes to the right in a southeasterly direction 1.7 feet to intersection with the eastern boundary of Section 19, Township 19 South, Range 4 West, said eastern boundary forming an angle of 42 degrees and 8 minutes with said center line and said intersection being 441.3 feet north of the southeast corner of said section;

(1) Begin at the northwest corner of North-East quarter of South-East quarter of Section 29, Township 19 South, Range 4 West; thence in a southerly direction along the western boundary of said quarter-quarter section 1232.9 feet to point of beginning of center line herein described; thence turning an angle of 37 degrees and 10 minutes to the left in a southeasterly direction 118.4 feet; thence turning an angle of 3 degrees and 47 minutes to the left in a southeasterly direction 332.0 feet; thence turning an angle of 1 degree and 39 minutes to the left in a southeasterly direction 478.5 feet; thence turning an angle of 3 degrees to the right in a southeasterly direction 170.0 feet; thence turning an angle of 38 minutes to the right in a southeasterly direction 550.0 feet; thence turning an angle of 43 degrees and 53 minutes to the left in a southeasterly direction 181.2 feet; thence turning an angle of 42 degrees and 30 minutes to the right in a southeasterly direction 143.7 feet; thence turning an angle of 9 degrees and 4 minutes to the left in a southeasterly direction 3.5 feet to intersection with the eastern boundary of said Section 29, said intersection forming an angle of 49 degrees and 32 minutes and being 32.1 feet north of the southeast corner of said section; thence continuing in a southeasterly direction along the projection of the last above described course 49.4 feet to intersection with the southern boundary of Section 28, Township 19 South, Range 4 West, said intersection forming an angle of 39 degrees and 43 minutes and being 37.6 feet east of the southwest corner of said section; thence continuing in a southeasterly direction along the projection of the last above described course 277.1 feet; thence turning an angle of 5 degrees to the left in a southeasterly direction 436.7 feet; thence turning an angle of 5 degrees and 35 minutes to the left in a southeasterly direction 513.2 feet; thence turning an angle of 33 minutes to the left in a southeasterly direction 1890.0 feet to intersection with the eastern boundary of South-East quarter of North-West quarter of Section 33, Township 19 South, Range 4 West; said eastern boundary forming an angle of 60 degrees and 51 minutes with said center line and said intersection being 1083.3 feet north of the southeast corner of said quarter-quarter section.

(2) The Tennessee Company for the aforesaid considerations and to the extent of the ownership of the Tennessee Company in said land hereby further grants and conveys to the Gas Corporation the right to construct, operate, maintain and remove an additional pipe line or lines upon said land equivalent to the capacity of the pipe lines referred to in Section (1) hereof upon condition, however, that said additional pipe line or lines shall be constructed along, adjacent to and at a distance not to exceed ten feet (10') from the center line of said pipe lines referred to in Section (1) hereof.

(3) The Tennessee Company for the aforesaid considerations and to the extent of the ownership of the Tennessee Company in said land, hereby further grants and conveys to the Gas Corporation the right to construct, operate, maintain and remove telephone and/or telegraph lines upon said land along and adjacent to said pipe lines, it being understood, however, that the distance between the center line of said telephone and/or telegraph lines and the center line of said pipe lines referred to in Section (1) hereof shall not exceed twelve (12) feet.

(4) The Tennessee Company for the aforesaid considerations hereby further grants and conveys unto the Gas Corporation such rights of ingress and egress over said land as may be necessary for the construction, operation, maintenance and removal of said pipe lines and/or telephone or telegraph lines upon said land; the Tennessee Company may at any time in the future define the routes of such ingress and egress, provided such routes shall provide reasonable access to said pipe line, telephone and/or telegraph lines.

(5) The rights herein granted shall not be construed to be superior to presently existing: (1) rights of way for railroad tracks; (2) rights of way for electric power transmission lines; (3) rights of way for telephone and telegraph lines; (4) rights of way for pipe lines; (5) rights of way for public roads; (6) private roads.

(6) The Tennessee Company shall not be held liable for any claims for damage which may accrue on account of the construction, operation or maintenance of said pipe lines and/or telephone or telegraph lines on the land of the Tennessee Company; the Tennessee Company shall not be liable on account of damage to said pipe lines and/or telephone or telegraph lines accruing from past

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or future mining or removal of coal, iron ore or other minerals contained in the aforesaid land or from failure to leave adequate support for the surface of said land, but hereafter will give reasonable notice to the Gas Corporation of any unusual operation likely to endanger its lines; and the Gas Corporation shall indemnify, protect and save harmless the Tennessee Company from all loss, damage, cost or expense which the Tennessee Company may sustain on account of the construction, operation, maintenance or removal of said pipe lines and/or telephone or telegraph lines upon said land and on account of claims for damage by others by reason of the construction, operation, maintenance or removal by the Gas Corporation of said pipe lines and/or telephone or telegraph lines upon said land.

(7) If, in the judgment of the Tennessee Company, it should ever be necessary or desirable to lower or raise said pipe lines and/or telephone or telegraph lines on account of the construction of railroad tracks, erection of structures or installation of improvements of any character whatsoever by the Tennessee Company or under its authority, the Gas Corporation shall at its expense make such changes in elevation of said pipe lines and/or telephone or telegraph lines as may be desired by the Tennessee Company within thirty (30) days after receipt by the Gas Corporation of written notice from the Tennessee Company of the desire for such changes in elevation.

(8) The Gas Corporation shall have the right to trim and/or to cut such trees as may interfere with the installation or endanger the safety or proper maintenance of said pipe, telephone or telegraph lines; the Gas Corporation shall, however, pay the Tennessee Company for the reasonable timber market value of all trees cut, injured or destroyed in the construction and maintenance of any of the lines which the Gas Corporation is given the right to construct hereunder and which are located more than fifteen feet (15') from the center line of said pipe lines referred to in Section (1) hereof.

(9) The Tennessee Company shall have the right at any and all times to use in its mining, quarrying or manufacturing operations the land over which said pipe lines and/or telephone or telegraph lines are located and the Tennessee Company shall also have the right to install, maintain and use tracks, roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines and/or telephone or telegraph lines; the Tennessee Company shall have the right to grant to others the right to install, maintain and use tracks.

roads, pipe lines, haulage systems and wires or cables of any description across said pipe lines and/or telephone or telegraph lines; upon condition, however, (1) that the exercise of any of said rights by the Tennessee Company shall cause no unreasonable interference with said pipe lines and/or telephone or telegraph lines of the Gas Corporation and the rights granted to others shall not be superior to the rights granted to the Gas Corporation and (2) that the character of installation of the above mentioned crossings shall be in accordance with the reasonable requirements of the Gas Corporation.

(10) The Gas Corporation shall at its expense upon completion of installation of its pipe lines and/or telephone or telegraph lines and thereafter in the maintenance, operation and removal thereof cause the destruction or removal from the land of the Tennessee Company of all debris, including timber refuse, resulting from such installation, operation, maintenance or removal; and the surface of the land occupied by said pipe lines shall at all times be maintained by the Gas Corporation in a condition satisfactory to the Tennessee Company, or in default thereof for a period of sixty (60) days after written notice has been served by the Tennessee Company upon the Gas Corporation so to do, the Tennessee Company may itself remove or destroy said debris and restore the surface of said land but at the expense of the Gas Corporation.

(11) Should the pipe lines and/or telephone or telegraph lines or any portion thereof constructed, operated and maintained by the Gas Corporation in the location herein described hereafter interfere with the mining, quarrying or manufacturing operations of the Tennessee Company or future subdivisions laid out by the Tennessee Company or any of its present or future subsidiary or associated companies, then upon written request by the Tennessee Company to do the Gas Corporation shall within ninety (90) days remove its pipe lines and/or telephone or telegraph lines from said location to other locations; provided (1) that the Tennessee Company shall first convey to the Gas Corporation the equivalent rights in such other locations as are conveyed to the Gas Corporation hereunder; and (2) that the Gas Corporation shall not be required to remove or relocate its said pipe lines and/or telephones or telegraph lines more than one time at its expense and when such other location or locations are furnished, the terms of such grant or grants shall not require the Gas Corporation again to remove its pipe lines and/or telephone or telegraph lines except at the expense of the

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Tennessee Company; any new location so furnished shall not be at a greater than one thousand feet (1000') from either side of the center line of said lines and/or telephone or telegraph lines as herein described and shall be as to permit the construction, operation and maintenance of said pipe lines, telephone or telegraph lines in accordance with good engineering and operating practice and in the event any portion of the new location for said pipe lines, telephone or telegraph lines is not on lands now owned by the Tennessee Company before such pipe lines and/or telephone or telegraph lines shall be moved the Company shall cause to be conveyed to the Gas Corporation substantially the rights as are conveyed hereunder for the new location of such pipe lines and telephone or telegraph lines.

(12) In the event the construction or maintenance of the lines which the Gas Corporation is given the right to construct hereunder the clearing which it may do shall cause the destruction of or injury to any growing crops, the Gas Corporation shall pay to the owner of such crops the reasonable value thereof if destroyed or the reasonable amount of damage thereto if injured.

(13) In the event the Gas Corporation violates any of the covenants herein contained and fails for sixty (60) days after notice in writing served upon it by the Tennessee Company to comply with such covenant or covenants, the Tennessee Company shall have the right to terminate this agreement giving the Gas Corporation six (6) months' notice in writing of its intention to do whereupon at the expiration of said six (6) months this agreement shall be terminated and at an end; and the Tennessee Company may thereafter remove any pipe lines and/or telephone or telegraph lines from said land should they remain on without right for exceeding ninety (90) days, but such removal shall be at the expense of the Gas Corporation.

(14) The rights herein granted shall revert to the Tennessee Company, its successors and assigns, in the event of abandonment or non-use of said pipe lines during a continuous period of twelve (12) months' time.

(15) This agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto as well as the parties themselves; and the Tennessee Company as used herein shall include its subsidiary and associated companies and the rights, privi-

11.

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and easements herein shall be subject to conveyance and/or assignment.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, the day and year first above written.

TENNESSEE COAL, IRON AND RAILROAD COMPANY,

By: *H. R. Rydinger* President.

ATTEST:
H. R. Rydinger
Secretary.

SOUTHERN NATURAL GAS CORPORATION,

By: *J. H. White* President.

ATTEST:
H. R. Rydinger
Secretary.

APPROVED:
E. B. O'Connell
Vice-President in Charge
of Raw Materials.

APPROVED:
J. H. White
Chief Engineer.

APPROVED:
[Signature]
Division Counsel.

APPROVED:
[Signature]
Manager Land Department.

STATE OF ALABAMA,
COUNTY OF JEFFERSON.

I, Bessie S. Barry, a Notary Public in and for said County in said State, hereby certify that H. C. Ryding, whose name as President of Tennessee Coal, Iron and Railroad Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of May, 1931.

Bessie S. Barry
Notary Public, Jefferson County, Alabama.

STATE OF ALABAMA,
COUNTY OF JEFFERSON.

I, J. H. Richmond, a Notary Public in and for said County in said State, hereby certify that J. H. White, whose name as President of Southern Natural Gas Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of May, 1931.

J. H. Richmond
Notary Public, Jefferson County, Alabama.



AUG 25 1931

My commission expires for record this the _____ day of _____, 19____, and is hereby recorded in Vol. 2368, Page 129.

My papers & an album
are filed at the Probate Court

My Commission Expires Mar. 13, 1933
My papers attached see map
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