

# ALTA Commitment for Title Insurance

## VX739189



Issued By Old Republic National Title Insurance 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 EXTRACTIONAL 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, Old Republic National Title Insurance Company, a Florida 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.

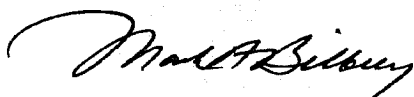
If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

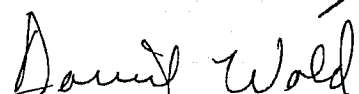
*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
**HYDE & HYDE LLC**

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

## 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.

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**Old Republic National Title Insurance Company**  
**124 One Madison Plaza, Suite 2100**  
**Madison, MS 39110**

VX739189

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**Item 9.** Proper satisfaction, cancellation or release of the Land from Assignment of Rents Leases executed by The Edwin McIntyre Co., Inc. to Aliant Bank, recorded in Mortgage Book 2013, Page 1878, in the Office of the Judge of Probate of Conecuh County, Alabama.

**Item 10.** Proper satisfaction, cancellation or release of the Land from UCC Financing Statement from The Edwin McIntyre Co., Inc. to Aliant Bank, recorded in Mortgage Book 2013, Page 43, in the Office of the Judge of Probate of Conecuh County, Alabama.

## SCHEDULE B - SECTION 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 Owner's Policy (06-17-06) 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:

**Item 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.

**Item 2.** Those taxes and special assessments that become due or payable subsequent to Date of Policy.

**Item 3.** Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under the Land.

**Item 4.** Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**Item 5.** Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

**Item 6.** Easements or other uses of the Land not visible from the surface, or easements or claims of easements, not shown by the public records.

**Item 7.** Rights or claims of parties in possession not shown by the public records.

**Item 8.** Existing dirt drive across the Northern portion of the Land, as shown on the survey of Jon J. Bush PLS, dated August 10, 2017.

**Item 9.** Encroachment of a paved parking area on the East side of the Land on to the adjoining parcel, as shown on the survey of Jon J. Bush PLS, dated August 10, 2017.

**Item 10.** Water and utility lines easement to the City of Evergreen, as recorded in Deed Book 2002, Page 941, in the Office of the Judge of Probate of Conecuh County, Alabama. A copy of said instrument is attached hereto.

**Item 11.** Any rights outstanding under lease dated July 14, 2000, between Edwin M. McIntyre and Company, Inc., and Fred's Stores of Tennessee, Inc., recorded in Deed Book 2003, Page 2002, in the Office of the Judge of Probate of Conecuh County, Alabama.

**Item 12.** No coverage is afforded hereunder as to the specific amount of acreage referred to in the legal description under Schedule A.

**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>.

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**Old Republic National Title Insurance Company**  
**124 One Madison Plaza, Suite 2100**  
**Madison, MS 39110**

VX739189

Issued by: **Hyde & Hyde, LLC**, Agent #: **M01114**

Address: 123 Court Street, Evergreen, AL 36401-0605

File Number: **Parcel 1**

Commitment No: **VX739189**

**SCHEDULE A**

1. Effective Date: **9/27/2017 at 8:00 AM**

2. Policy or Policies to be issued:

a. Loan Policy: **N/A** Amount: **N/A**

Proposed Insured: **N/A**

b. Owner's Policy: **Owner's Policy (06-17-06)** Amount: **TBD**

Proposed Insured: **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 Effective Date vested in:

**The Edwin McIntyre Co., Inc.**

5. Purchaser: **TBD**

6. The Land referred to in this Commitment is situated in Conecuh County, State of AL and is described as follows:

**See Exhibit "A" attached hereto and made a part hereof.**

**SCHEDULE B - SECTION I**

**Requirements**

All of the following Requirements must be met:

**Item 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.

**Item 2.** Pay the agreed amount for the estate or interest to be insured.

**Item 3.** Pay the premiums, fees, and charges for the Policy to the Company.

**Item 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.

Execution and recordation without intervening rights of a Warranty Deed by the present owner (and spouse, when required by law) conveying the Land to the purchaser.

**Item 5.** Furnish satisfactory evidence that there are no outstanding mechanics' or materialmen's liens against the property. Examine parties carefully, and attach owners' and contractors' affidavits where there has been construction during the statutory period for liens.

**Item 6.** Payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable.

**Item 7.** Secure and return executed Notice of Availability of Owner's Insurance.

**Item 8.** Proper satisfaction, cancellation or release of the Land from security instrument executed by The Edwin McIntyre Co., Inc. to Aliant Bank, recorded in Mortgage Book 2013, Page 1850, in the Office of the Judge of Probate of Conecuh County, Alabama.

## EXHIBIT "A"

### Parcel 1

Beginning at the intersection of the East right of way of Mimosa Street and the North right of way of U.S. Highway #84, said point being a 1/2" rebar with cap (BLS-CA673LS), and run thence North 64 degrees 04 minutes 34 seconds East along said North right of way for a distance of 19.87 feet to a point; thence run along said North right of way with a curve turning to the right (A=192.49', R=1127.34') a chord bearing of North 68 degrees 58 minutes 03 seconds East for a chord distance of 192.25 feet to a 1/2" rebar with cap (BLS-CA673LS); thence leaving said North right of way run North 13 degrees 59 minutes 57 seconds West for a distance of 384.36 feet to a 1/2" rebar with cap (BLS-CA673LS); thence run South 79 degrees 00 minutes 44 seconds West for a distance of 182.40 feet to a 1/2" rebar with cap (BLS-CA673LS) set on the East right of way of Mimosa Street; thence run South 10 degrees 11 minutes 07 seconds East along said East right of way for a distance of 422.52 feet to the point of beginning. Said parcel lying in and being part of the East Half of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama and containing 1.80 acres more or less.

STATE OF ALABAMA )  
COUNTY OF CONECHUH )

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration paid to **Edwin McIntyre Co., Inc.**, a/k/a Edwin M. McIntyre Co., Inc., an Alabama Corporation, hereinafter referred to as Grantor, by the City of Evergreen, a municipal corporation in the State of Alabama, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell transfer, and convey unto the Grantee, its successors, and assigns, a perpetual easement over and across the property hereinafter specifically described with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, water lines, and other utility lines over, across, and through the land of the Grantor situated in Conecuh County, State of Alabama, said easement being described as follows:

A parcel ten feet in width lying contiguous with the northwest right-of-way of U.S. Highways 31 and 84, and being a portion of all of the following parcels of land:

See Exhibit "A" attached hereto and incorporated by reference as if fully set forth in this instrument.

The purpose of this instrument is to convey a ten foot easement for the purpose described herein to the Grantee on all of Grantor's property located and touching the public road known as highway #31, highway #84, West Front Street, and Belleville Street, regardless of whether said parcels are correctly described herein or not.

The City of Evergreen promises to repair any damaged surfaces, signs or other structures caused by the City of Evergreen's construction or maintenance of any water lines, water pipes, and other utility lines that passes under or through the Grantor's property described herein.

The City of Evergreen covenants as part of the agreement herein that the City of Evergreen will not build any structures on the easement described herein except for fire hydrants and other small fixtures to facilitate the utility line or water line placed in the easement area.

TO HAVE AND TO HOLD said easement unto the Grantee, its successors, and assigns, together with the right of ingress and egress over the adjacent lands of the Grantor, its heirs, successors and assigns, for the purpose of this easement.

In Witness Whereof **Edwin McIntyre Co., Inc.** has caused this instrument to be executed on this 26<sup>th</sup> day of April, 2002.

2002 941  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM  
Rosene Booker, Probate Judge  
Conecuh County, Alabama

Edwin McIntyre Co., Inc.

By: [Signature] (Seal)  
Its: President

STATE OF ALABAMA }  
COUNTY OF CONECUH }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Marc McIntyre whose name as President of the **Edwin McIntyre Co., Inc.**, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26<sup>th</sup> day of April, 2002.

[Signature]

Notary Public  
My Commission Expires:  
12/21/03

Address of Grantors:  
**Edwin McIntyre Co., Inc.**  
P.O. Box 686  
Evergreen, Alabama 36401

Address of Grantee:  
City of Evergreen  
P.O. Box 229  
Evergreen, Alabama 36401

**This instrument prepared by:**  
**Todd B. Watson,**  
**Attorney at Law**  
**P.O. Box 310**  
**Evergreen, Alabama 36401**

2002 942  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM  
Book/Pg: 2002/941  
Term/Cashier: RECORD2 / JMH  
Tran: 325.3457.4267  
Recorded: 05-14-2002 10:56:58  
INF Indexing Fee (Computer Fnd) 5.00  
REC Recording Fee 24.00  
ADI Additional Indexing Fee 40.00  
Total Fees: \$ 69.00



**EXHIBIT "A"**

**Parcel One:**

A parcel of land in the City of Evergreen, Alabama, more particularly described as follows, to-wit: Begin at the intersection of the centerline of McGehee Street and the centerline of West Front Street, and run thence in a Northwesterly direction along the centerline of McGehee Street 250 feet to a point, thence run in a Southwesterly direction parallel with West Front Street 250 feet to a point, thence run in a Southeasterly direction parallel with McGehee Street 250 feet, more or less, to the centerline of West Front Street, thence run 250 feet along the centerline of West Front Street 250 feet to the point of beginning.

Source of Title: Deed Book A-109, Page 639 [Lot #5]

**Parcel Two:**

Commencing at the Southwest corner of the lot of Mr. R. B. Lee and running East One hundred and Thirty one feet (131 feet), thence in a Southerly direction at right angles with the above line twenty nine (29) feet, thence in a Northerly direction parallel with the first described line one hundred thirty one (131) feet, thence in a Northerly direction twenty nine feet to the point of beginning

Said lot of land being that certain lot or parcel of land heretofore conveyed by Walter T. Wild to Charlie Evans on July 18, 1938, which said deed was lost or destroyed and never recorded and was replaced by deed dated February 1, 1957, and recorded in Deed Book A-57 at page 299 in the office of the Judge of Probate of Conecuh County, Alabama.

Source of Title: A-113, page 295 [Part of parcel #7]

**Parcel Three:**

Commence at an iron pin found in place at the Southwest corner of the Wilson

Lot as it appears in the Office of the Judge of Probate of Conecuh County, Alabama, in Deed Book A-1 at Page 5, thence N39°30'E 100.25 feet to an iron pin found in place on the West margin of Front Street, said iron pin being the point of beginning of the herein described real property, thence N29°14'37"E along said West margin 100.0 feet to an iron pin set, thence N63°39'45"W 350.73 feet to an iron pin set, thence S29°14'37"W 136.62 feet to a cross tie fence corner, thence S82°45'31"E along an old fence 111.8 feet to a cross tie fence corner, thence S63°39'45"E 246.93 feet to the point of beginning, situated, lying and being in the SE¼ of NE¼ of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama.

**ALSO**, commence at an iron pin found in place at the Southwest corner of the Wilson Lot as it appears in the Office of the Judge of Probate of Conecuh County, Alabama, in Deed Book A-1 at Page 5, thence N39°30'E along the North margin of Front Street 100.25 feet to an iron pin found in place, thence N63°39'45"W 246.93 feet to a cross tie fence corner found in place, said corner being the point of beginning of the herein described real property, thence N82°45'31"W along an old wire fence 111.80 feet to a cross tie fence corner found in place, thence N62°33'31"W along an old wire fence 125.05 feet to a fence corner found in place, thence S24°55'W along an old

wire fence 55.86 feet to a fence corner found in place, thence S06°27'41"W along an old wire fence 16.85 feet to a cross tie fence corner found in place, thence S63°13'39"E along an old wire fence 225.95 feet to an iron pin set, thence N25°04'28"E along an old wire fence 107.60 feet to the point of beginning, situated, lying and being in the SE¼ of NE¼ of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama.

**LESS AND EXCEPT** the following parcel of land: Begin at an iron pin found in place at the Southwest corner of the Wilson Lot as it appears in the Office of the Judge of Probate of Conecuh County, Alabama, in Deed Book A-1 at page 5, run thence N39°30'E 100.25 feet to an iron pin on the West margin of Front Street, thence N29°14'37"E along said West margin 99.69 feet to an iron pin, thence N63°39'45"W 157.26 feet to an iron pin, thence S24°59'26"W 202.83 feet to an iron pin, thence S66°14'02"E 124.74 feet to the point of beginning, situated, lying and being in the SE¼ of NE¼ of Section 4, Township 5 North, Range 11 East, Conecuh County, Alabama.

Source of Title: A-229, page 252. [7A and other]

**Parcel Four:**

Beginning at a point in the North margin of Belleville Street Fifteen (15) feet from the Street paving curb line, which point of beginning is the Southeast corner of the lot of T.J. Mills and the Southwest corner of a lot heretofore sold to Henry J. Kinzer, from which thence East along the North margin of Belleville Street Two Hundred (200) feet to the Southeast corner of Henry J. Kinzer's for a point of beginning; thence North along the East line of Henry J. Kinzer's lot One Hundred, Fifty (150) feet; thence East and parallel with Belleville Street Forty (40) feet; thence South and parallel with the first described line One Hundred, Fifty (150) feet to the North margin of Belleville Street; thence West along the North margin of Belleville Street Forty (40) feet to the point of beginning.

Source of Title: A-134, page 700. [#9]

2002 944  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM

**Parcel Five:**

ALSO The following described lot or parcel of land, being a portion of Lot No. 2 of Block Ten (10) according to the survey of the Town of Evergreen, Alabama by C.P. Rogers, Civil Engineer, as shown by Map or Plat of said Survey recorded in the Office of the Judge of Probate of Conecuh County, Alabama, and more particularly described, as follows, to-wit: Beginning at a point in the North margin of Belleville Street which is Fifteen (15) feet from the Street paving curb line at the Southeast corner of the T.J. Mills Lot and the Southwest corner of the H.J. Kinzer Lot, from which thence run along the North Margin of Belleville Street Two Hundred, Forty (240) feet for a point of beginning, which point of beginning is the Southeast corner of the J.E. Howington Lot, thence North along the East line of the J.E. Howington Lot One Hundred, Fifty (150) feet to the Northeast corner of said J.E. Howington Lot; thence West along the North line of the J.E. Howington Lot Forty (40) feet to the East line of the H.J. Kinzer Lot; thence North along the East line of the H.J. Kinzer lot Fifty (50) feet to the Northeast corner of the H.J. Kinzer Lot, thence West along the North line of the H.J. Kinzer lot Two Hundred (200) feet to the East line of the T.J. Mills Lot, thence North along the East line of said T.J. Mills Lot One Hundred,

Ten (110) feet more or less to the South line of the Lot owned by T.J. Mills that lies immediately North of the lot or parcel of land being herein conveyed, thence East along the South line of said T.J. Mills lands One hundred, Thirty (130) feet, thence in a Southeasterly direction Four Hundred, Sixty (460) feet more or less to a point in the North margin of Belleville Street; thence West along the North margin of Belleville Street One Hundred, thirty-six (136) feet to point of beginning, situated, lying and being in the City of Evergreen, Conecuh County, Alabama.

This is meant to describe all those lands owned by J.E. Howington and filed with the Office of the Judge of Probate of Conecuh County, Alabama, in Deed Book A 33 page 577 and Deed Book A 61 page 395.

[#8]

2002 945  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM

**Parcel Six:**

The following lot or parcel of land, being a portion of Lot Number Two of Block Number Ten, according to the survey of C.P. Rogers, Civil Engineer, of the Town of Evergreen, and more particularly described as follows: Beginning at a point in the North margin of Belleville Street 15 feet from the Street paving Curb line, and the Southeast corner of the lot of T.J. Mills and the Southwest corner of the Gantt lot from which thence North along the East line of the said T.J. Mills Lot a distance of 200 feet; thence at right angles to this line of the T. J. Mills Lot, and East a distance of 200 feet; thence in a Southeasterly direction, and parallel to the T.J. Mills Eastern boundary line mentioned above, a distance of 200 feet to a point in the North margin of Belleville Street and 15 feet North of the street paving curb line; thence in a Southwesterly direction along the North margin of Belleville Street 200 feet to the point of beginning. And being a portion of the Gantt Lot lying on the North side of Belleville Street and West of the L & N Railroad, and a portion of Lot Number 2 of Block Number 10 of C.P. Roger's survey of the Town of Evergreen, Alabama, and being the same lot of land conveyed by Eliza J. Gantt, et al., to Henry J. Kinzer by conveyance dated the sixth day of July, 1945, and recorded in the Office of the Judge of Probate of Conecuh County, Alabama, in Deed Record A-33 at page 187. And also being the same real estate conveyed to E.B. Stowers by Henry Jones Kinzer and wife, Jessie A. Kinzer, as shown by conveyance dated the 13<sup>th</sup> day of January, 1959, and filed for record in the office of the Judge of Probate of Conecuh County, Alabama in Deed Record A-64 at Page 135.

Source of Title: A-142, page165. [#10].

**Parcel Seven:**

Commence at the Center of the East Half of Section 4, Township 5 North, Range 11 East, run thence South along the West line of the Northeast Quarter of the Southeast Quarter for 152.8 feet to a point on the apparent North right of way line of Belleville Street (U.S. Highway #31) approximately 15.0 feet from the back of the curb line of said street, run thence along said right of way line Northeasterly for 187.6 feet to an iron in place at the Southwest corner of the former Warren Ford Motor Company lot; said iron being the point of beginning of the property herein described; run thence N 14° 58' W for 199.8 feet to an iron in place, run thence N 16° 55' W for 109.9 feet to an iron on place, run thence N 41° 59' E for 130.0 feet to an iron, run thence N 44° 43' E for 120.4 feet to an iron, run thence N 46° 21' W for 112.8 feet to an iron, run thence S 46° 52' W for 200.1 feet to an iron in place, run thence N 43° 08' W for 19.6 feet to an iron in place, run thence S 47° 11' W for 75.0 feet to an iron in place, run thence S 42° 49'E for 68.3 feet to an

iron in place, run thence S 04° 51' W for 211.9 feet to an iron, run thence N 19° 03' W for 44.8 feet to an iron in place, run thence S 69° 14' W generally along a fence for 106.3 feet to an iron in place, run thence along a fence and a projection thereof S 19° 38' E for 197.2 feet to an iron on the North right of way line of Belleville Street (U.S. Highway #31), run thence along said North right of way line of said Street for the following bearings and distances: N 72° 59' E for 94.1 feet, thence N 77° 15' E for 97.9 feet, thence N 78° 40' E for 42.6 feet to the point of beginning, said parcel lying in the East half of Section 4, Township 5 North, Range 11 East, City of Evergreen, Conecuh County, Alabama.

2002 946  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM

Source of Title: A-136, page 600. [#11]

**Parcel Eight:**

One Lot on the North side of Belleville Street in the City of Evergreen, Alabama, described as follows, viz: Commencing at the Southwest corner of the T. J. Mills Lot and at an iron stake set on the back side of the concrete sidewalk on the North margin of Belleville Street, from which thence in a Southwesterly direction along this North margin of Belleville Street, and the back line of the said concrete sidewalk a distance of 72 feet to an iron pin set in the line of the said walk, thence in a Northwesterly direction and parallel to the West boundary of the T. J. Mills lot a distance of 131 feet, thence South 60 degrees West a distance of 15 feet to a point in the West line of the C. D. Price lot, marked by an iron pin set at the base of a tree in the corner of an old fence line, thence in a Northwesterly direction along the line between the said C. D. Price lot and the property of Ceylone P. Strong a distance of 78 feet to an iron pin in the corner of an old fence line, thence in a Northeasterly direction and along an old fence line a distance of 72 feet to the Northwest corner of the above-mentioned T. J. Mills lot, thence in a Southeasterly direction and along the Western boundary of the said T. J. Mills lot a distance of 209 feet to the point of beginning, and being the same property heretofore conveyed to Robert Quarles by Elvy M. Stamps and George C. Stamps by conveyance recorded on May 15, 1953, in Deed Book A-46, page 507, in the Office of the Judge of Probate of Conecuh County, Alabama, together with that certain easement conveyed to Robert Quarles by Elvy M. Stamps and George C. Stamps in the conveyance referred to hereinabove.

Source of Title: A-136, page 608 [#12]

**Parcel Nine:**

One lot or parcel of land in the City of Evergreen, Alabama, particularly described as follows: Commencing on the North margin of Belleville Street at the Southeast corner of a street conveyed by C.P. Strong to the City of Evergreen, which said point is marked by an iron stob set in the ground at a point 12" East of the fire plug; thence running N12° W 139.5 feet along the East margin of said street conveyed by C.P. Strong to the City of Evergreen to an iron stob set in the ground on the East margin of said street; thence running N70° E 35 feet 6 inches to an iron stob; thence running N17 degrees W 77 feet 6 inches to an iron stob; thence running N65° E 71 feet 10 inches to lands of Thomas Mills; thence running S24° E 215 feet to the North margin of Belleville street; thence running S65°W along the North margin of Belleville Street; 144 feet, more or less, to the point of beginning, and being the same property conveyed to Claudis E. Bolton by warranty deed recorded in Deed Book A-31, page 314;

SAVE AND EXCEPT that certain lot of land conveyed by Claudis E. Bolton and wife, to E.B. Stowers by conveyance dated October 2, 1946, and recorded in Deed Book A-36, page 582, and subject to an agreement for an easement or private right of way, as set out on agreement between Claudis E. Bolton and wife, and E.B. Stowers and wife, dated October 11, 1946,

recorded in Deed Book A-38, page 70, all recordation herein noted being in the Office of the Judge of Probate, Conecuh County, Alabama.

Source of Title: A-142, page 157 [#13]

2002 947  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM

Joinder of Mortgagee in Granting Easement

By its execution hereof, the undersigned, as Mortgagee of that certain mortgage dated April 26, 2001, and recorded at Mortgage Record 525 at Page 146 in the Office of the Judge of Probate of Conecuh County, Alabama, hereby consents and joins in the granting of the foregoing described easement and hereby subordinates the interests and lien created by said mortgage to the easement granted herein.

In Witness Whereof **South Alabama Bank** has caused this instrument to be executed on this 6<sup>th</sup> day of May, 2002.

**South Alabama Bank**

By: P.C. Fountain, Jr. (Seal)

Its: EXEC. V-PRES.

STATE OF ALABAMA )  
COUNTY OF ~~CONECUH~~ )  
Mobile

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that P.C. Fountain, Jr. whose name as Executive V-Pres (office) of the **South Alabama Bank**, an Alabama banking corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6 day of May, 2002.

Rebecca S. Mills  
Notary Public  
My Commission Expires:  
8 / 6 / 2003

Address of Mortgagee:  
South Alabama Bank  
100 St. Joseph Street  
P.O. Box 3067  
Mobile, Alabama 36652

2002 948  
Recorded in the Above  
Deed Book & Page  
05-14-2002 10:56:33 AM  
Rosena Booker, Probate Judge  
Conecuh County, Alabama

1 STATE OF \_\_\_\_\_  
2  
3 COUNTY OF \_\_\_\_\_

2003 202  
Recorded in the Above  
Deed Book & Page  
02-07-2003 08:40:20 AM  
Roseme Booker, Probate Judge  
Conecuh County, Alabama

4 **SHORT FORM LEASE**

5  
6 THIS INDENTURE OF LEASE made this 14<sup>th</sup> day of July, 2000  
7 between EDWIN M. McINTYRE AND COMPANY, INC. whose address is P.O. Box 686,  
8 Evergreen, Alabama 36401, hereinafter referred to as Lessor, and FRED'S STORES OF  
9 TENNESSEE, INC., whose address is 4300 New Getwell Road, Memphis, Tennessee 38118,  
10 hereinafter referred to as Lessee.

11 **WITNESSETH**

12 For and in consideration of One Dollar (\$1.00) and other good and valuable  
13 considerations paid and to be paid by Lessee to the Lessor, the Lessor does demise and Lease  
14 unto the Lessee and the Lessee does lease and take from the Lessor the property as described in  
15 "Exhibit A" hereto attached, upon the terms and conditions more particularly set forth in a  
16 certain LEASE AGREEMENT dated July 14, 2000.

17 TO HAVE AND TO HOLD the above described premises unto the Lessee for a  
18 term of Seven (7) years commencing on the 1<sup>st</sup> day of February, 2001, and ending on the  
19 31<sup>st</sup> day of January, 2008 with three (3) additional options of five (5) years each.

20 IN TESTIMONY WHEREOF, the above named Lessor and the above named  
21 Lessee have caused this instrument to be executed in duplicate on the day and year set forth  
22 above.

23 LESSOR: EDWIN M. McINTYRE AND COMPANY, INC.

24 By: Edwin M. McIntyre  
25 Its: [Signature]

26 Attest:  
27 Margaret K. Jeter

28 LESSEE: FRED'S STORES OF TENNESSEE, INC.

29 By: [Signature]  
30 Its: COO

31 Attest:  
32 Chae S. Cal  
33 Secretary

34  
35

1  
2 STATE OF Alabama  
3  
4 COUNTY OF Conecuh  
5

6 Personally appeared before me, the undersigned authority, in and for said State and  
7 County, the within named Edwin M. McIntyre and Company, Inc., a corporation, who, acting for  
8 and on behalf of said corporation and being thereunto duly and lawfully authorized so to do,  
9 acknowledged that they signed, sealed and delivered the foregoing instrument on the day and  
10 year and for the purposes therein mentioned as said corporation's own voluntary act and deed.

11  
12 Witness my hand and official seal this the 14<sup>th</sup> day of July, 2000.

13  
14 Bernice A. Lowmy  
15 NOTARY PUBLIC  
16

17 My commission expires:  
18 My Commission Expires Oct. 8, 2003  
19  
20  
21  
22  
23

24 STATE OF TENNESSEE  
25  
26 COUNTY OF SHELBY  
27

28 Personally appeared before me, the undersigned authority, in and for said State and  
29 County, the within named Edwin C. Boothe and Charles S. Vail, Vice-President and Secretary,  
30 respectively, of FRED'S STORES OF TENNESSEE, INC., a corporation, who, acting for and on  
31 behalf of said corporation and being thereunto duly and lawfully authorized so to do,  
32 acknowledged that they signed, sealed and delivered the foregoing instrument on the day and  
33 year and for the purposes therein mentioned as said corporation's own voluntary act and deed.

34  
35 Witness my hand and official seal this the 21<sup>st</sup> day of July, 2000.

36  
37 Heidi Ann Long  
38 NOTARY PUBLIC  
39

40 My commission expires:  
41 My Commission Expires Jan. 20, 2004  
42  
43  
44  
45  
46  
47  
48

49 This document prepared by:  
50  
51 Fred's, Inc.  
52 4300 New Getwell Road  
53 Memphis, Tennessee 38118  
54



# EXHIBIT "A"

## EVERGREEN LOCATION

Beginning on the corner of Belleville and Mimosa, the starting point, know as the Southwest corner of said lot then running 160' due East to a point, thence North 275' to a point, thence East 160ft to a point, thence South 275' to the point of beginning, in Conecuh County, Al. This is an out parcel in the Edwin M. McIntyre and Co., Inc. said shopping center lands.

2003 204  
Recorded in the Above  
Deed Book & Page  
02-07-2003 08:40:20 AM  
Rosene Booker, Probate Judge  
Conecuh County, Alabama

Book/Pg: 2003/202  
Term/Cashier: RECORD1 / (nc)  
Tran: 619.6059.7425  
Recorded: 02-07-2003 09:41:13  
DPE Deed Tax 383.00  
IWF Indexing Fee (Computer Fnd) 5.00  
REC Recording Fee 9.00  
Total Fees: \$ 397.00