THE HART FIRM, LLC

ATTORNEYS AND COUNSELORS AT LAW

MICHAEL A. HART *
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* ADMITTED IN ALABAMA & ARKANSAS

P.O. BOX 1402
DAPHNE, ALABAMA 36526

Alabama: (251) 279-0833
Arkansas: (501) 291-3005
www.thehartfirm.com

December 15, 2011

Jeff Rouzie
City of Foley
P.O. Box 1750
Foley, Alabama 36536

RE: Foley Bakery Building

Dear Mr. Rouzie:

I represent Sharon Howe, the personal representative of the Estate of Ottie Sutton. It is my understanding that the City has been attempting to contact the individual heirs regarding the Foley Bakery Building. Please be advised that the estate is still the owner of the Foley Bakery Building and any business relating to the building will need to be conducted with the personal representative and not the individual heirs. Until a distribution is made, the personal representative of the estate has the same power that the absolute owner would have.

As a represented party, future communications regarding this matter shall be sent directly to my office. Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

MICHAEL A. HART

Michael Hart
P.O. Box 1402
Daphne ,Alabama 36526

RE: Foley Bakery Building

Dear Michael:

After two years and a lot of time spent on the Foley Bakery Building it is our opinion that it is going to be financially unfeasible for a private entity to rehab the building back to the new code standards while creating a positive cash flow from the building. Because the building is in the downtown area and is one of our Historical Buildings, staff would like to propose buying the building from the Estate for the appraised value of $165,000 thousand dollars. Before we bring this proposal to the Council and the Mayor for consideration and approval we are seeking the Estates input and assurance that the owners of the building would be agreeable to this proposal.

Please understand the decision to buy the building will be (CONTIGENT ON COUNCIL AND MAYORS APPROVAL.) Attached you will find a Pro forma for the estimated cost to rehab the building that was done this past fall as well as a copy of the recent appraisal. It is our hope that the City, over time, and with the help of federal historical grants available for historic buildings owned by local governments will be able to rehabilitate this building and make it a positive influence for the City and other businesses that are located in or wish to locate in downtown Foley.

Michael, we are asking that the Estate and Owners give us an answer no later than Friday January 27th 2012 so that staff can move forward with its proposal to Council. Water is infiltrating this building with each rain and with the historical nature of the structure, time is of the essence. If the owners are not willing to sell, then we are seeking a plan for improvements from the Estate regarding this building along with a timeline for that plan by the above date. There are nuisances associated with this building that we are aware of and that other property owners have complained to the City about that need to be addressed in a timely fashion. A few examples include the above mentioned roof damage that an adjacent property owner claims is damaging his building, fire hazards associated with rotten wood and chemicals within the building, rodent infestation and mold growth, loose and dangling overhead signs, and a myriad of other related issues.

This building is important to the City as it is the second oldest building in our downtown area and carries with it a lot of history of Foley and many memories from our citizens. We have been trying to faithfully work through the Estate for two years to affect change and have been unsuccessful, however the City has certain responsibilities of its own regarding ensuring citizen safety and nuisance abatement. We are glad that we now have you as a contact and trust your involvement will help to address this issue in a amicable fashion. Our only goal is to ensure that this building is protected and preserved by whatever means acceptable to all interested parties. If you wish to meet to discuss any of the above we would be glad to do so.

Respectfully,

Jeff Rouzie
Economic Development Director
City of Foley

Gulf Shores Title Co., Inc.

P. O. BOX 895
GULF SHORES, AL 36547
(251)968-6185

Invoice

Remit Payment To: GULF SHORES TITLE CO., INC. P. O. BOX 895 GULF SHORES, AL 36547

Billed To:	
CITY OF FOLEY P. O. BOX 1750 FOLEY, ALABAMA 36536	Invoice Date: March 9, 2011 Please Pay Before: March 19, 2011 Our File Number: 57131 Your Reference Number:

Brief Legal: LOTS 9-12 BLK 10, FOLEY IN THE CITY OF FOLEY

Property Address:
118 LAUREL AVENUE
FOLEY, AL 36535
BALDWIN County

DESCRIPTION	AMOUNT
FEE FOR SEARCH	$ 150.00
Invoice Total Amount Due	$ 150.00

REPORT / SANDRA

(57131.PFD/57131/3)

Gulf Shores Title Co., Inc.

Gulf Shores, AL • (251) 968-6185 / (251) 968-4004 Fax
100 Cove Avenue (36542) • P.O. Box 896 (36547)

Foley, AL • (251) 943-9973 / (251) 943-8219 Fax
305 North Cedar Street 36535

Bay Minette, AL • (251) 968-6185 / (251) 937-6064 Fax
410 Courthouse Square 36507

Lillian, AL • (251) 962-7777 / (251) 962-7778 Fax
12831 6th Street • P.O. Box 446 36549

www.gulfshorestitle.com

March 9, 2011

Ms. Jessica Nelson
City of Foley
P. O. Box 1750
Foley, Alabama 36536

Re: GS 57131
West 50 feet of Lots 9, 10, 11 and 12, Block 10, City of Foley Report

Dear Ms. Nelson:

Pursuant to your request, we have completed a limited examination of the property described as follows:

> The West 50 feet of Lots 9, 10, 11 and 12 in Block 10 in the City of Foley, according to the plat thereof of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 25.

Our examination of the Baldwin County Probate records since November 4, 1983 through March 2, 2011 reveals the following documents of record:

1. Warranty Deed With Right of Survivorship executed by Foley Bakery Properties, Inc. to Clement F. Sutton and Ottie L. Sutton, dated November 4, 1983 and filed for record April 20, 2000 in Instrument Number 542045.

   Note: Clement Francis Sutton died June 7, 1992, Last Will and Testament probated in Escambia County, Florida.

2. Mortgage executed by Ottie L. Sutton to Regions Bank, dated March 29, 2000 and filed for record April 20, 2000 in Instrument Number 542046. (Cancelled of record in Instrument Number 894519)

   Note: Ottie L. Sutton died March 14, 2008, Estate 25978, probated in Baldwin County, Alabama. Heirs at the time of her death were Kimberly Sutton Kimbro, daughter, George Bennett Sutton, son, and Sharon D. Howe, daughter, as set out in the Petition to Probate Will.

   Kimberly Sutton Kimbro
   600 Wedgewood Drive
   Gulf Shores, Alabama 36542

   George Bennett Sutton
   304 Sunrise Drive
   Gulf Shores, Alabama 36542

   Sharon D. Howe
   1606 Hawks Road
   San Antonio, TX 78248

The examination of the Revenue Commissioner's records show the 2010 taxes were assessed to Clement F. Sutton and Ottie L. Sutton, PPIN 12742, in the amount of $639.54, paid January 6, 2011, tax map #05-54-09-29-1-101-014.000.

This a partial report of matters of record relating to the captioned property for a limited period of time. It is in no sense to be taken as a Certificate of Guaranty of title, and the sole responsibility assumed by this company in its preparation is ordinary care in reporting what the public records of Baldwin County, Alabama reflect for such limited period. PLEASE NOTE: In the event we are asked to issue a title policy for the above described property, additional title work must be performed and additional charges will apply.

If I can assist you further in this matter, please do not hesitate to call me at (251) 752-4787.

Sincerely,

Sandra P. Wessler

Sandra P. Wessler
Title Researcher

Mortgage Recorded Simultaneously

Mortgage Recorded Simultaneously

542045

STATE OF ALABAMA

BALDWIN COUNTY

WARRANTY DEED

THIS INDENTURE, made and entered into by and between FOLEY BAKERY PROPERTIES, INC., an Alabama corporation, whose address is 120 West Laurel Avenue, Foley, Alabama 36535, hereinafter referred to as party of the first part, and CLEMENT F. SUTTON and OTTIE L. SUTTON, husband and wife, whose address is Post Office Box 268, Lillian, Alabama 36549, and MARGARET V. LEE, whose address is 254 Roper Street, Mobile, Alabama 36601, hereinafter referred to as parties of the second part, WITNESSETH:

That for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration this day cash in hand paid to party of the first part by parties of the second part, receipt whereof is hereby acknowledged, party of the first part, has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto the parties of the second part, as joint tenants with right of survivorship, together with every contingent remainder and right of reversion, the following described real estate in Baldwin County, Alabama, to-wit:

The West 50 feet of Lots 9, 10, 11 and 12 in Block 10 in the City of Foley, according to the plat thereof of record in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 25.

SUBJECT TO an outstandinf first mortgage to Baldwin County Savings and Loan Association, dated February 17, 1977, and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 605, pages 198-199. By acceptance and recordation of this conveyance, the parties of the second part acknowledge full disclosure and notification concerning the existence of the mortgage, the amount remaining due thereon and all terms and conditions thereof, and assume all future payments and compliance with the provisions of said mortgage and note secured thereby.

SUBJECT ALSO TO an outstanding lease to Delores Campbell and Mildred Johnson.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said CLEMENT F. SUTTON, OTTIE L. SUTTON, and MARGARET V. LEE, as joint tenants with right of survivorship, together with every contingent remainder and right of reversion, and upon the death of any one or more of them, then to the survivor of survivors of them, in fee simple, and to the last survivor, his or her heirs and assigns, FOREVER.

And the said party of the first part, for itself and its successors and assigns, hereby covenants and warrants with and unto the said parties of the second part, their heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that it has a good right to sell and convey

C & U

the same as herein conveyed; that it will guarantee the peaceable possession thereof; and that it will and its successors and assigns shall forever warrant and defend the same unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part hereunto sets its hand and seal on this the 4th day of November, 1983, acting by and through its officers who are thereunto duly authorized.

(Affix Corporate Seal)

ATTEST:

Secretary

FOLEY BAKERY PROPERTIES, INC.
An Alabama corporation

By
President

STATE OF ALABAMA

BALDWIN COUNTY

I, Thomas W. Underwood, Jr., a Notary Public in and for said County in said State, hereby certify that CLEMENT F. SUTTON and OITTIE L. SUTTON, whose names as President and Secretary, respectively, of FOLEY BAKERY PROPERTIES, INC., an Alabama corporation, 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 the said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this 4th day of November, 1983.

Notary Public, Baldwin County
State of Alabama

(Affix Seal)

This instrument prepared by .
C. G. Chason
Chason & Underwood
Attorneys at Law
Post Office Drawer 458
Foley, Alabama 36536

State of Alabama, Baldwin County
I certify this instrument was filed and taxes collected on:
2000 April -20 8:45AM
Instrument Number 542045 Pages 2
Recording 5.00 Mortgage
Deed 50.00 Min Tax
Index 1.00 DP 1.00
Archive
Adrian T. Johns, Judge of Probate

C & U

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 7/29/2008 2:23 PM
TOTAL $ 13.00
1 Pages

1129340

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY

CERTIFICATE OF DEATH
FLORIDA

LOCAL FILE NO. 1222

DECEDENT'S NAME: Clement Francis Sutton
SEX: Male
DATE OF DEATH: June 7, 1992
SOCIAL SECURITY NUMBER: [redacted]
AGE-Last Birthday (Years): 70
DATE OF BIRTH: Apr. 12, 1922
BIRTHPLACE: Hosinton, Alabama
WAS DECEDENT EVER IN U.S. ARMED FORCES? Yes
PLACE OF DEATH: HOSPITAL: ER/Outpatient
INSIDE CITY LIMITS? Yes
FACILITY NAME: Baptist Hospital
CITY, TOWN, OR LOCATION OF DEATH: Pensacola
COUNTY OF DEATH: Escambia
DECEDENT'S USUAL OCCUPATION: Building Inspector
KIND OF BUSINESS/INDUSTRY: Federal Government
MARITAL STATUS: Married
SURVIVING SPOUSE: Ottie Mae Lee
RESIDENCE - STATE: Alabama
COUNTY: Baldwin
CITY, TOWN, OR LOCATION: Lillian
STREET AND NUMBER: 13678 Moonlight Drive
INSIDE CITY LIMITS? No
ZIP CODE: 36549
WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? No
RACE: White
DECEDENT'S EDUCATION: 12

FATHER'S NAME: Bennett C. Sutton
MOTHER'S NAME: Adeline Yeager

INFORMANT'S NAME: Ottie Sutton
MAILING ADDRESS: P.O. Box 268 Lillian, Alabama 36549

METHOD OF DISPOSITION: Burial
PLACE OF DISPOSITION: Pine Rest Cemetery
LOCATION: Foley, Alabama

SIGNATURE OF FUNERAL SERVICE LICENSEE: [signature]
LICENSE NUMBER: FD 2532
NAME AND ADDRESS OF FACILITY: McNeil Keyes Funeral Home, 1380 North Palafox Street, Pensacola, Florida 32501

CERTIFIER: To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) as stated.
Signature and Title: [signature]
DATE SIGNED: 6/11/92
HOUR OF DEATH: 8:30 A
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER: [signature]

NAME AND ADDRESS OF CERTIFIER: Charles Neal, MD 1000 West Moreno Street, Pensacola, Florida 32503

LOCAL REGISTRAR - SIGNATURE: Faye Sturdivant, Chief Dept.
DATE REGISTERED: JUN 16 1992

CAUSE OF DEATH
IMMEDIATE CAUSE: Cardiopulmonary Arrest — minutes
DUE TO (OR AS A CONSEQUENCE OF): underlying Arteriosclerotic Heart Disease

WAS AN AUTOPSY PERFORMED? No

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

BY Faye Sturdivant
CHIEF DEPUTY REGISTRAR JUN 25 1992

OLIVER H. BOORDE
State Registrar

GREAT SEAL OF THE STATE OF FLORIDA — IN GOD WE TRUST

WARNING: ANY REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW. DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH COLORED BACKGROUND AND GOLD EMBOSSED GREAT SEAL OF THE STATE OF FLORIDA. ALTERATION OR ERASURE VOIDS THIS CERTIFICATION

HRS
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

HRS Form 1604 (6/88)

CERTIFICATION OF VITAL RECORD

3915-D

Last Will and Testament

of

CLEMENT F. SUTTON

STATE OF ALABAMA

BALDWIN COUNTY

IN THE NAME OF GOD, AMEN: I, CLEMENT F. SUTTON, a resident of Baldwin County, Alabama, being over the age of twenty-one years and of sound mind and disposing memory, realizing the uncertainty of life and the certainty of death, do hereby make, publish and declare this my Last Will and Testament in manner and form following:

95 FEB 13 P 4:09

CIRCUIT CO...

FIRST

I hereby revoke any and all Wills and Codicils thereto heretofore made by me.

SECOND

I direct that as soon after my death as can conveniently be done that all my just debts, funeral expenses and the costs of administration of my estate be paid.

THIRD

I give, devise and bequeath all property owned by me or in which I have an interest, whether real, personal or mixed and wherever situated to my wife, OTTIE L. SUTTON, in the event she survives me.

FOURTH

In the event my said wife should predecease me or that we

[illegible signature] [illegible signature]

[illegible signature]

[illegible signature]

4

LAST WILL AND TESTAMENT OF
CLEMENT F. SUTTON

should die simultaneously as in a common accident or disaster, I hereby give and bequeath the sum of Five Thousand Dollars ($5,000.00) each to MARY ISABEL SUTTON and CLEMENT RONALD SUTTON. In the event either of these beneficiaries should predecease me, this gift shall revert to and become the property of the lineal descendants of such predeceased beneficiary, per stirpes.

FIFTH

In the event my said wife should predecease me or should we die simultaneously as in a common accident or disaster, I give, devise and bequeath the rest, remainder and residue of all property owned by me or in which I have an interest, whether real, personal or mixed, and wherever situated, to my children, SHARON DOLORES SUTTON, GEORGE BENNETT SUTTON and KIMBERLY ANN SUTTON, in equal shares, share and share alike, or to their lineal descendants them surviving, per stirpes.

SIXTH

I hereby nominate, constitute and appoint my wife, OTTIE L. SUTTON, as and for Executrix of this my Last Will and Testament, hereby charging her with the complete management thereof; on her failure, inability or refusal to act, I nominate, constitute and appoint SHARON DOLORES SUTTON as successor Executrix of my said estate. I hereby relieve my Executrix and successor, of the necessity of giving bond and from making inventory or accounting to any person or court for the administration of my estate.

IN WITNESS WHEREOF, I do hereunto set my hand and affix my seal and make, publish and declare this as and for my Last Will and Testament, on this the 31st day of January, in the

(Second Page)

year of our Lord, Nineteen Hundred Eighty-four in the presence of three subscribing witnesses. This Will consists of three pages, each page being identified by my signature and the signatures of the three subscribing witnesses.

[signature] (SEAL)
CLEMENT F. SUTTON

The foregoing instrument was subscribed, signed, sealed, published and declared by the said Clement F. Sutton as and for his Last Will and Testament, in our presence and in the presence of each of us, and we, at the same time did at his request and in his presence and in the presence of each other, hereunto subscribe our names and addresses as attesting witnesses on this the 31st day of January, 1984.

[signature]
ADDRESS: [signature]

[signature]
ADDRESS: [signature]

[signature]
ADDRESS: Gulf Breeze, Alabama

Deposit Will No. 3895-D
The foregoing instrument is a full, true and correct copy of the original which is deposited in this office, which has not, to date, been presented for probate.
Dated this 5th day of February, 2009
ERNIE LEE MAGAHA, Clerk of the Circuit Court
Escambia County, Florida
By: [signature] Deputy Clerk

CERTIFICATE OF AUTHENTICITY
THIS IS TO CERTIFY THAT THE MICROPHOTOGRAPHS APPEARING ON THIS FILM ARE TRUE AND ACCURATE REPRODUCTIONS OF THE ORIGINAL RECORDS THAT WERE MADE IN THE CUSTODY OF THE CLERK OF THE CIRCUIT COURT AND COUNTY COURT ON THE DATE OR DURING THE PERIOD INDICATED AND THAT THESE IMAGES WERE MADE IN THE NORMAL COURSE OF BUSINESS WITH A REGULARLY SCHEDULED MICROFILMING PROGRAM.
WITNESS MY HAND AND OFFICIAL SEAL.
DATE: April 2008
ERNIE LEE MAGAHA CLERK OF COURT
BY: [signature]

WHEN RECORDED MAIL TO:

Regions Bank
100 West Roosevelt Avenue
P.O. Box 1387
Foley, AL 36535

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2000 April -20 8:45AM

Instrument Number 542046 Pages 5
Recording 12.50 Mortgage 90.00
Deed Min Tax
Index DP 1.00
Archive
Adrian T. Johns, Judge of Probate

542046

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Regions Bank

B-13,566

MORTGAGE

THIS IS A FUTURE ADVANCE MORTGAGE

THIS MORTGAGE IS DATED MARCH 29, 2000, between OTTIE L SUTTON, A single woman, whose address is PO BOX 268, LILLIAN, AL 36549-0268 (referred to below as "Grantor"); and Regions Bank, whose address is 100 West Roosevelt Avenue, P.O. Box 1387, Foley, AL 36535 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **located in Baldwin County, State of Alabama (the "Real Property"):**

The West 50 feet of Lots 9, 10, 11 and 12 in Block 10 in the City of Foley, according to a map thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book 1, page 25

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

The Real Property or its address is commonly known as 118 W LAUREL AVENUE, FOLEY, AL 36535.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means OTTIE L SUTTON. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated March 29, 2000, **in the original principal amount of $60,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L.

No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alabama law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied

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to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all advances secured by this Mortgage, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Note or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender shall be authorized to take possession of the Property and, with or without taking such possession, after giving 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 in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the courthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when

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actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Alabama. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

Arbitration. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X Ottie L. Sutton (SEAL)
OTTIE L SUTTON

This Mortgage prepared by:

Name: Carla Givens
Address: 100 W Roosevelt St
City, State, ZIP: Foley, Al 36535

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama)
) ss
COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that OTTIE L SUTTON, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of March, 20 00.

Carla Givens
Notary Public

My commission expires ______________________

Recording Requested by:
Regions Bank

When recorded Return to:
Julie Coburn
Regions Bank
Loan Servicing
P. O. Box 2527
Mobile, Ala. 36622

DISCHARGE OF MORTGAGE

STATE OF ALABAMA
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that REGIONS BANK, hereinafter referred to as the Mortgagee, DOES HEREBY CERTIFY, that a certain Mortgage, whose parties, dates and recording information are below, is now Paid and Satisfied, and is therefore discharged.

Borrower:	Ottie L. Sutton
Original Mortgagee:	Regions Bank
Mortgage Date:	March 29, 2000
Date Recorded:	April 20, 2000
Instrument #542046	Pages: 5

In all references in this instrument to any party, the use of a particular gender or number is intended to include the appropriate gender or number as the case may be.

In Witness Whereof, Regions Bank, set her hand and has caused these presents to be signed by its duly authorized officer(s) on January 18, 2005.

By: ____________________
Darlene M. Gibson
Vice President

894519

STATE OF ALABAMA
COUNTY OF MOBILE

I, Julia T. Coburn, a Notary Public, in and for said County and State, do hereby certify that Darlene M. Gibson, who is signed to the foregoing document and who is known to me, sworn to (or affirmed) and subscribed before me on this day, that being informed of the contents of said instrument, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and official seal on January 18, 2005.

(NOTARY) NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 20, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Document Prepared By:
Julia Coburn
Regions Bank
P. O. Box 2527
Mobile, Ala. 36622

NOTARY PUBLIC STATE AT LARGE

State of Alabama, Baldwin County
I certify this instrument was filed and taxes collected on:

2005 May -26 -1:32PM

Instrument Number 894519 Pages 1
Recording 3.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

Est # 25978

Last Will and Testament

OF

OTTIE L. SUTTON

I, **OTTIE L. SUTTON**, a resident of the State of Alabama, Baldwin County, being of sound mind and disposing memory, do hereby make, publish and declare this instrument as and for my Last Will and Testament and hereby expressly revoke any and all Wills, Codicils and other testamentary dispositions heretofore made by me.

ONE

I direct that all my debts and funeral expenses be paid as soon after my death as may be practicable. In the event there is any indebtedness owing by me, whether secured or unsecured, which has not matured at the time of my death, I authorize my Executor to pay such indebtedness either in full or according to the terms and tenor of any instrument evidencing such indebtedness as my Executor may deem best advisable under the then existing circumstances. I further direct that all estate and inheritance taxes which may be asserted or levied with respect to my estate, or any part thereof, whether or not passing under my Will, shall be paid out of my residuary estate as an expense of administration and without apportionment.

TWO

(a) I hereby give, bequeath and devise unto my children, **KIMBERLY SUTTON KIMBRO, GEORGE BENNETT "BUBBA" SUTTON**, and **SHARON D. HOWE** all the rest, residue and remainder of my estate in equal shares, however, if any of my said children shall not be living at the time of my death, then the deceased child's share I hereby give, bequeath and devise to his or her descendants, if any, who shall take by representation. If there are no descendants of the deceased child, then that share shall become a part of my residuary estate to be divided equally among my children then living and children deceased with birth-descendants surviving who shall take by representation.

OLS

(a) I hereby nominate and appoint **SHARON D. HOWE**, to serve as Executor under this my Last Will and Testament. In the event that **SHARON D. HOWE**, shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor, or should we die simultaneously, then I appoint **KIMBERLY SUTTON KIMBRO** as Alternate Executor hereunder. In the event that **KIMBERLY SUTTON KIMBRO**, shall fail to qualify, die, resign, become incompetent, or otherwise fail or cease to serve as Executor, or should we die simultaneously, then I appoint **GEORGE BENNETT "BUBBA" SUTTON** as Alternate Executor hereunder.

(b) No Executor named herein shall be required to give bond or to file an inventory or accounting in any court, or render any report in court upon final settlement of her/his acts as Executor, though she/he shall make out and keep an inventory and maintain records of all transactions relating hereto and shall exhibit the same to any party in interest at any reasonable time.

(c) I direct that my Executor shall serve without compensation, except that she/he shall be entitled to reasonable compensation for extraordinary services.

FOUR

Any Executor named herein is hereby given full power and authority without the order of or permission from any Court: To sell or exchange real or personal property, publicly or privately, for cash or on time and upon such terms or personal conditions as are deemed for the best interest of the estate; to compromise, arbitrate, abandon or otherwise adjust claims in favor of or against the estate; to lease real or personal property for terms within or beyond the duration of the estate; including the granting of oil, gas and mineral leases; to repair, renovate or rebuild any buildings owned by the estate; to renew existing obligations as maker or endorser; to borrow money for the benefit of the estate and if required to do so to secure the same by collateral or mortgage or deed of trust, but this power shall be used only with the greatest caution; to make any distribution or division distribution so made shall be final, conclusive and binding upon all parties interested therein; and to execute and deliver any instrument in writing required or desirable for the administration of the estate, including, but not by way of limitation, deeds, assignments, powers of attorney, contracts, bills of sale, receipts and notes; to continue indefinitely any business in which I may be engaged at the time of my death and to employ agents to operate any such business and my Executor is hereby exonerated from any loss which may result thereby.

FIVE

If any legatee or devisee under this Will and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, I direct that such devisee or legatee shall be deemed to have predeceased me for the purpose of this Will, and I direct further that the provisions of this Will shall be construed upon that assumption.

SIX

The following provisions shall govern for all purposes of this Will, wherever they may be applicable:

(a) If any beneficiary of my estate shall be a minor, or under any legal disability, or in the sole judgment of the Executor, shall otherwise be unable to apply the proceeds of his or her share of my estate to his or her own best interest and advantage, the Executor may, in his or her sole discretion, pay or apply income or principal which the Executor is authorized or directed to pay to or for the benefit of such beneficiary in any one or more of the following ways:

1. directly to such beneficiary;
2. to the legal guardian, conservator, or custodian of such beneficiary for the use and benefit of such beneficiary;
3. to a relative of such beneficiary to be expended by such relative for the benefit of such beneficiary; or
4. by the Executor expending any such income or principal for the benefit of such beneficiary.

(b) Upon making any payment or transfer hereunder, the Executor shall be discharged as to such payment or transfer without liability for the subsequent application thereof.

(c) Throughout this Will, the masculine gender shall be deemed to include the feminine and the singular the plural, and vice-versa, whenever the context admits such construction.

(d) In this Will, references to "child" or "children" mean lawful blood descendants or adopted in the first degree of the parent designated, and references to "issue" or "descendants" mean lawful blood descendants or adopted in the first, second or any other degree of the ancestor designated, provided always, however, that an adopted child, whether of myself, my issue or any other person, shall, for all purposes under this Will, whether for the determination of relationships or otherwise, be considered to have and shall be given exactly the same status as natural born children.

I, **OTTIE L. SUTTON**, the testator, sign my name to this instrument this ____ day of ____, 2006, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will, containing in all ~~five (5)~~ four (4) pages, including the attestation clause, and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen years of age or older, of sound mind, and under no constraint or undue influence.

OTTIE L. SUTTON

We, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this Will as witnesses to the testator's signing, and that to the best of our knowledge, the testator is nineteen years of age or older, of sound mind, and under no constraint or undue influence.

WITNESS

WITNESS

STATE OF ALABAMA
COUNTY OF BALDWIN

Subscribed, sworn to and acknowledged before me by **OTTIE L. SUTTON**, the testator and subscribed and sworn to before me by Mary ____ and ____, the witnesses, on this the ____ day of July, 2006.

NOTARY PUBLIC
My Commission expires: ____

(SEAL)

Prepared by:
Mary E. Murchison
MURCHISON & HOWARD, L.L.C.
110 W Section Ave.
Foley, Alabama 36535

2008 AUG 28 P 12:27

IN THE PROBATE COURT FOR BALDWIN COUNTY, ALABAMA

IN RE: The estate of
OTTIE L. SUTTON
Deceased

Case No. 25978

PETITION FOR PROBATE OF WILL

To the Honorable Adrian T. Johns, Judge of Probate:

1. Your Petitioner, SHARON D. HOWE, respectfully represents unto Your Honor that OTTIE L. SUTTON, was at the time of her death an inhabitant of this County, departed this life on or about the 14th day of March, 2008, being a resident of and leaving assets in the State and a Last Will and Testament duly signed and published by her and attested by the following witnesses: Mary E. Murchison and Yvonne Vail and being duly notarized by Gay B. Elliott. Said Will is self-proving in that it is attested and notarized in substantially the form provided by the Code of Alabama (1975), §43-8-132 and §43-8-133.

2. Your Petitioner herewith files and propounds said Will in which she verily believes that she is named as the Executor.

3. Your Petitioner further represents that the heirs and next of kin of the decedent, all being over the age of nineteen (19) years and their respective addresses are as follows:

Kimberly Sutton Kimbro, Daughter
600 Wedgewood Drive
Gulf Shores, AL 36542

George Bennett Sutton, Son
304 Sunrise Drive
Gulf Shores, AL 36542

Sharon D. Howe, Petitioner/Daughter
1606 Hawks Road
San Antonio, TX 78248

4. Waivers on the probate of said Will for each of the persons listed in paragraph 3 above are filed herewith.

WHEREFORE, the Petitioner prays that said self-proving Will be forthwith admitted to probate and recorded pursuant to the waivers filed herewith; and that Letters Testamentary issue to the Petitioner without bond, as provided by said Will and law; and that such other, further or different orders and decrees as may be proper be issued.

Sharon D. Howe
SHARON D. HOWE
Petitioner
1606 Hawks Road
San Antonio, TX 78248

IN THE PROBATE COURT FOR BALDWIN COUNTY, ALABAMA

IN RE: The Estate of
OTTIE L. SUTTON,
Deceased

Case No. 25978

WAIVER OF PROBATE OF WILL

I, KIMBERLY SUTTON KIMBRO, of the City of Gulf Shores, State of Alabama, do hereby state the following:

1. I am over nineteen (19) years of age.

2. I am the Daughter of the Deceased.

3. I hereby accept service and waiver notice of the Petition of SHARON D. HOWE to probate the Will of the Deceased, which will is dated July 14, 2006, and is attested to by Mary E. Murchison and Yvonne Vail and duly notarized by Gay B. Elliott.

4. I hereby waive notice either by personal service or by publication, and do hereby consent and request that said Will be immediately admitted to probate without further notice to me, and that SHARON D. HOWE be appointed Executor as provided by said will.

DATED this 29th day of July, 2008.

Kimberly Sutton Kimbro
KIMBERLY SUTTON KIMBRO
600 Wedgewood Rive
Gulf Shores, AL 36542

STATE OF Alabama

COUNTY OF Baldwin

I, a Notary public for the State at Large, hereby certify that KIMBERLY SUTTON KIMBRO, whose name is signed to the foregoing waiver and consent, and who is known to me, acknowledged before me on this day that being informed of, and understanding, the contents of same, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 29th day of July, 2008.

NOTARY PUBLIC
State at Large

My Commission Expires
HEATHER H. WOODARD
MY COMMISSION EXPIRES 06-18-2011
ALABAMA STATE AT LARGE

PREPARED BY:

G. DAVID CHAPMAN, III, P. C.
Post Office Box 1508
Gulf Shores, Alabama 36547
File:08.6929

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IN RE: The Estate of
OTTIE L. SUTTON,
Deceased

Case No. 25978

WAIVER OF PROBATE OF WILL

I, GEORGE BENNETT SUTTON, of the City of Gulf Shores, State of Alabama, do hereby state the following:

1. I am over nineteen (19) years of age.

2. I am the Son of the Deceased.

3. I hereby accept service and waiver notice of the Petition of SHARON D. HOWE to probate the Will of the Deceased, which will is dated July 14, 2006, and is attested to by Mary E. Murchison and Yvonne Vail and duly notarized by Gay B. Elliott.

4. I hereby waive notice either by personal service or by publication, and do hereby consent and request that said Will be immediately admitted to probate without further notice to me, and that SHARON D. HOWE be appointed Executor as provided by said will.

DATED this 11 day of August, 2008.

George Bennett Sutton
GEORGE BENNETT SUTTON
304 Sunrise Drive
Gulf Shores, AL 36542

STATE OF Alabama
COUNTY OF Baldwin

I, a Notary public for the State at Large, hereby certify that GEORGE BENNETT SUTTON, whose name is signed to the foregoing waiver and consent, and who is known to me, acknowledged before me on this day that being informed of, and understanding, the contents of same, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 11 day of August, 2008.

Tracy L. Rice
NOTARY PUBLIC
State at Large

My Commission Expires

TRACY L. RICE
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
April 21, 2012

PREPARED BY:

G. DAVID CHAPMAN, III, P. C.
Post Office Box 1508
Gulf Shores, Alabama 36547
File:08.6929

P:\Files 08\6929\Waiver.Open.George.doc

Baldwin County
Revenue Commissioner

Property Link

BALDWIN COUNTY, AL

Tax Year 2010

Current Date 3/ 9/2011

Valuation Date October 1, 2009
Records Last Updated 3/ 8/2011

PROPERTY DETAIL

OWNER SUTTON, CLEMENT F ETUX OTTIE L
1606 HAWKS RDG

SAN ANTONIO, TX 78248

ACRES : **NA**

APPRAISED VALUE: 193800
ASSESSED : 19380

PARCEL 54-09-29-1-101-014.000
ADDRESS 118 LAUREL AVE W

TAX INFORMATION

YEAR 2010	TAX DUE	PAID	BALANCE
	639.54	639.54	0.00

LAST PAYMENT DATE 1 / 6 / 2011

MISCELLANEOUS INFORMATION

EXEMPT CODES

DESCRIPTION 50' X 100' THE W 50' OF LOTS 9 -12 BLK 10 FOLEY IN THE CITY O F FOLEY SEC 29-T7S-R4E (WD)

TAX DISTRICT 07
PPIN 012742
Entry 00
ESCAPE YEAR
ACCOUNT NUMBER022917

TAX HISTORY

Year	Owner	Total Tax	Paid(Y/N)
2009	SUTTON, CLEMENT F ETUX OTTIE L E	978.12	Y
2008	SUTTON, CLEMENT F ETUX OTTIE L E	1956.24	Y
2007	SUTTON, CLEMENT F ETUX OTTIE L E	1961.52	Y
2006	SUTTON, CLEMENT F ETUX OTTIE L E	1930.50	Y
2005	SUTTON, CLEMENT F ETUX OTTIE L E	1731.18	Y

TAX SALES

Year	Sold To	Redeemed By
	NO TAX SALES FOUND	

View Appraisal Record

Back

Property Appraisal Link

BALDWIN COUNTY, AL

Current Date 3/ 9/2011

Tax Year 2010
Valuation Date October 1, 2009

OWNER INFORMATION

PARCEL 54-09-29-1-101-014.000 **PPIN** 012742 **TAX DIST** 07
NAME SUTTON, CLEMENT F ETUX OTTIE L
ADDRESS 1606 HAWKS RDG
SAN ANTONIO , TX 78248
DEED TYPE IN **BOOK** 0000 **PAGE** 0542045
PREVIOUS OWNER FOLEY BAKERY PROPERTIES, INC
LAST DEED DATE 11/ 4/1983

DESCRIPTION

50' X 100' THE W 50' OF LOTS 9-12 BLK 10 FOLEY IN THE CITY O
F FOLEY SEC 29-T7S-R4E (WD)

PROPERTY INFORMATION

PROPERTY ADDRESS 118 LAUREL AVE W
NEIGHBORHOOD 54/59NC
PROPERTY CLASS CO **SUB CLASS** NON
SUBDIVISION 03FC **SUB DESC** FOLEY (CITY OF)
LOT **BLOCK** 10
SECTION/TOWNSHIP/RANGE 00-00 -00
LOT DIMENSION **ZONING** B-1
COMMENTS FIESTA PANCHO'S CAFE

PROPERTY VALUES

LAND:	40000	**CLASS 1:**		**TOTAL ACRES:**
BUILDING:	153800	**CLASS 2:**		**TIMBER ACRES:**
		CLASS 3:	193800	
TOTAL PARCEL VALUE:	193800			

DETAIL INFORMATION

TYPE	REF	METHOD		DESCRIPTION	LAND USE	TC	HsPn		VALUE
LAND	1	SF	SF-8.00	50 X 100	5810	3	N	N	40000
BLDG	1	C	530	RETAIL STORE		3	N	N	153800

View Tax Record

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