

**The Racquet Club Condominium Easement  
and Common Area Usage Agreement**

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This Easement and Common Area Usage Agreement ("*Agreement*") is made and entered into by and among **The Racquet Club Condominium Owner's Association, Inc.**, **The Peninsula Master Association, Inc.**, and **H/M Partners, L.L.C.**, as of this the 2 day of December, 1997.

R E C I T A L S:

1. **The Racquet Club Condominium Owner's Association, Inc.** ("*Condominium Association*"), is an Alabama non-profit Corporation with a mailing address at Post Office Box 395, Gulf Shores, Alabama 36547-0395.
2. **The Peninsula Master Association, Inc.** ("*Master Association*"), is an Alabama non-profit Corporation with a mailing address at Post Office Box 395, Gulf Shores, Alabama 36547-0395.
3. **H/M Partners, L.L.C.**, is an Alabama Limited Liability Company with a mailing address at Post Office Box 769, Point Clear, Alabama 36564-0769.
4. **AmSouth Bank**, mortgagee, joins in this Agreement solely to show its consent to the execution and delivery of this Agreement by H/M Partners, L.L.C.
5. The Racquet Club, a Condominium, was created in accordance with the provisions of the Alabama Uniform Condominium Act of 1991 by Declaration of Condominium of The Racquet Club, a Condominium ("*Declaration*"), dated as of the 2 day of December, 1997 and recorded December 19, 1997 in Miscellaneous Book 0096, Pages 1229 through 1332, and consists of the following described tract of land ("*Condominium Property*") situated in Baldwin County, Alabama, more particularly described as, to-wit:

Commence at the Southeast corner of Section 5, Township 9 South, Range 3 East, Baldwin County, Alabama; run thence North 90 degrees, 00 minutes, 00 seconds West for 1340.79 feet; run thence North 00 degrees, 00 minutes, 00 seconds West for 295.37 feet; run thence North 42 degrees, 52 minutes, 31 seconds West for 86.87 feet to the POINT OF BEGINNING; run thence North 42 degrees, 52 minutes, 31 seconds West for 351.27 feet; run thence in a Northeasterly direction along a curve to the right having a radius of 770.0 feet for an arc distance of 255.49 feet, a chord of North 66 degrees, 21 minutes, 07" seconds East

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for 254.32 feet; run thence South 27 degrees, 50 minutes, 39 seconds East for 209.61 feet; run thence South 43 degrees, 09 minutes, 04 seconds East for 47.81 feet; run thence South 46 degrees, 50 minutes, 03 seconds West for 78.66 feet; run thence South 43 degrees, 09 minutes, 57 seconds East for 103.74 feet; run thence South 47 degrees, 07 minutes, 29 seconds West for 18.69 feet; run thence North 68 degrees, 57 minutes, 57 seconds West for 77.10 feet; run thence South 64 degrees, 48 minutes, 53 seconds West for 58.02 feet to the POINT OF BEGINNING.

6. The terms used herein shall have the same meaning as those contained in the Declaration, unless the context otherwise requires.
7. The Condominium Association is the association for The Racquet Club, a Condominium, as provided in Section 35-8A-301 of the *Code of Alabama* (Rep. 1991).
8. The Condominium Property is landlocked with no means of access to or from any public road.
9. H/M Partners, L.L.C. owns that certain tract of land ("*Access Land*") situated in Baldwin County, Alabama, that adjoins the Condominium Property and that is more particularly described as follows, to-wit:

Commence at the Northwest corner of Section 21, Township 9 South, Range 3 East, Baldwin County, Alabama; run thence South 90 degrees 00 minutes 00 seconds East for 309.98 feet; run thence North 00 degrees 00 minutes 00 seconds East for 66.02 feet; run thence North 00 degrees 21 minutes 30 seconds West for 206.49 feet; run thence North 89 degrees 38 minutes-59 seconds East for 2.86 feet; run thence in a Southeasterly direction along a curve to the right having a radius of 75.0 feet for an arc distance of 69.00 feet, a chord of South 63 degrees 59 minutes 42 seconds East for 66.59 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 62.0 feet for an arc distance of 47.42 feet, a chord of North 15 degrees 43 minutes 36 seconds West for 46.28 feet; run thence North 06 degrees 11 minutes 10 seconds East for 37.83 feet; run thence in a Northeasterly direction along a curve to the right having a radius of 40.0 feet for an arc distance of 14.37 feet, a chord of North 16 degrees 28 minutes 36 seconds

East for 14.29 feet; run thence in a Southwesterly direction along a curve to the right having a radius of 30.0 feet for an arc distance of 32.93 feet, a chord of South 58 degrees 12 minutes 30 seconds West for 31.30 feet; run thence South 89 degrees 38 minutes 59 seconds West for 32.01 feet; run thence North 00 degrees 21 minutes 30 seconds West for 188.76 feet; run thence North 88 degrees 48 minutes 51 seconds East for 400.0 feet; run thence South 56 degrees 21 minutes 20 seconds East for 31.34 feet; run thence South 87 degrees 15 minutes 34 seconds East for 137.17 feet; run thence North 50 degrees 58 minutes 58 seconds East for 47.38 feet; run thence North 89 degrees 34 minutes 34 seconds East for 133.13 feet; run thence South 71 degrees 13 minutes 40 seconds East for 906.43 feet; run thence South 13 degrees 30 minutes 31 seconds West for 566.21 feet; run thence South 20 degrees 46 minutes 47 seconds East for 104.58 feet; run thence North 72 degrees 26 minutes 35 seconds East for 844.73 feet; run thence South 89 degrees 53 minutes 27 seconds East for 551.48 feet to the Northeast corner of Lot B1 of Phase One of The Peninsula as recorded on Slide 1562-A to 1564-A, Probate Records, Baldwin County, Alabama; run thence South 07 degrees 47 minutes 43 seconds East for 161.73 feet to the Southeast corner of said Lot B1; run thence in a Northeasterly direction along a curve to the left having a radius of 1013.0 feet for an arc distance of 21.74 feet, a chord of North 89 degrees 20 minutes 34 seconds East for 21.74 feet; run thence in a Northeasterly direction along a curve to the left having a radius of 30.0 feet for an arc distance of 46.58 feet, a chord of North 45 degrees 28 minutes 45 seconds East for 42.04 feet to the POINT OF BEGINNING; run thence North 01 degrees 00 minutes 02 seconds East for 278.03 feet; run thence in a Northeasterly direction along a curve to the right having a radius of 830.0 feet for an arc distance of 1317.49 feet, a chord of North 46 degrees 28 minutes 28 seconds East for 1183.46 feet; run thence South 88 degrees 03 minutes 06 seconds East for 784.71 feet; run thence in a Southeasterly direction along a curve to the right having a radius of 1030.0 feet for an arc distance of 113.94 feet, a chord of South 84 degrees 52 minutes 57 seconds East for 113.89 feet; run thence South 08 degrees 17 minutes 12 second S' West for 60.0 feet; run thence in a Northwesterly direction along a curve to the .left

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having a radius of 970.0 feet for an arc distance of 107.31 feet, a chord of North ~84 degrees 52 minutes 57 seconds West for 107.25 feet; run thence North 88 degrees 03 minutes 06 seconds West for 744.71 feet; run thence in a Southwesterly direction along a curve to the left having a radius of 770.0 feet for an arc distance of 1222.25 feet, a chord of South 46 degrees 28 minutes 28 seconds West for 1097.91 feet; run thence South 01 degrees 00 minutes 02 seconds West for 623.83 feet; run thence in a Southeasterly direction along a curve to the left having a radius of 450.0 feet for an arc distance of 89.61 feet, a chord of South 04 degrees 42 minutes 14 seconds East for 89.46 feet; run thence in a Southeasterly direction along a curve to the right having a radius of 580.0 feet for an arc distance of 115.50 feet, a chord of South 04 degrees 42 minutes 14 seconds East for 115.30 feet; run thence South 01 degrees 00 minutes 02 seconds West for 622.04 feet; run thence in a Southeasterly direction along a curve to the left having a radius of 270.0 feet for an arc distance of 53.35 feet, a chord of South 04 degrees 39 minutes 37 seconds East for 53.27 feet; run thence South 13 degrees 18 minutes 49 seconds East for 191.57 feet; run thence in a Southeasterly direction along a curve to the right having a radius of 340.0 feet for an arc distance of 66.44 feet, a chord of South 04 degrees 43 minutes 25 seconds East for 66.33 feet; run thence South 00 degrees 52 minutes 28 seconds West for 143.29 feet; run thence in a Southeasterly direction along a curve to the left having a radius of 460.0 feet for an arc distance of 47.25 feet, a chord of South 02 degrees 04 minutes 06 seconds East for 47.23 feet; run thence in a Southwesterly direction along a curve to the left having a radius of 5987.95 feet for an arc distance of 81.48 feet, a chord of South 73 degrees 08 minutes 51 seconds West for 81.48 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 540.0 feet for an arc distance of 72.19 feet, a chord of North 02 degrees 57 minutes 19 seconds West for 72.14 feet; run thence North 00 degrees 52 minutes 28 seconds East for 143.29 feet; run thence in a Northwesterly direction along a curve to the left having a radius of 260.0 feet for an arc distance of 50.81 feet, a chord of North 04 degrees 43 minutes 25 seconds West for 50.72 feet; run thence North 07 degrees 19 minutes 45 seconds West for 191.57 feet; run thence in a

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Northwesterly direction along a curve to the right having a radius of 330.0 feet for an arc distance of 65.21 feet, a chord of North 04 degrees 39 minutes 37 seconds West for 65.10 feet; run thence North 01 degrees 00 minutes 02 seconds East for 488.98 feet; run thence in a Northwesterly direction along a curve to the left having a radius of 420.0 feet for an arc distance of 148.94 feet, a chord of North 09 degrees 09 minutes 30 seconds West for 148.16 feet; run thence in a Northwesterly direction along a curve to the right having a radius of 550.0 feet for an arc distance of 195.04 feet, a chord of North 09 degrees 09 minutes 30 seconds West for 194.02 feet; run thence North 01 degrees 00 minutes 02 seconds East for 346.47 feet to the POINT OF BEGINNING.

10. The Access Land lies within the boundaries of that certain non-exclusive private easement ("*Non-Exclusive Private Easement*") granted by H/M Partners, L.L.C., to the Master Association.
11. The Master Association is obligated to maintain the Non-Exclusive Private Easement under the terms of the Master Declaration of Covenants and Restrictions for the Peninsula, a Residential Planned Community ("*Master Declaration*") dated April 25, 1995, and recorded in Miscellaneous Book 83, page 9. The Master Association applies funds from the Base Assessments and Special Assessments provided in the Master Declaration to maintain the Non-Exclusive Private Easement.
12. Subject to the provisions hereinafter contained, the Access Land would provide access to the Condominium Property for the purposes of ingress and egress.
13. The Condominium Association desires to obtain access to the Condominium Property over and across the Access Land and to obtain usage of all Common Areas described in the Master Declaration, whether now owned or hereafter acquired by the Master Association. The Condominium Association desires to pay the Master Association the Base Assessments and Special Assessments for the owners of the units in the Racquet Club Condominium in order to obtain the rights to use such Common Areas for the Condominium Association, its members, their guests, and their invitees.
14. H/M Partners, L.L.C., the Condominium Association, and the Master Association enter this Agreement in order to accomplish the desires mentioned above.

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## AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which H/M Partners, L.L.C., the Condominium Association, and the Master Association each hereby acknowledge, H/M Partners, L.L.C., the Condominium Association, and the Master Association each intending to be bound by the terms hereof, do hereby adopt and incorporate the recitals set forth above and further agree as follows:

1. **Grant of Access Easement.** Subject to all exceptions, reservations, and restrictions set forth herein, H/M Partners, L.L.C., does hereby grant, bargain, sell and convey unto the Condominium Association, as an easement appurtenant to the Condominium Property, a private, non-exclusive easement ("*Access Easement*") on, over, and across the Access Land for the purpose of private ingress and egress for the Owners of Condominium Units in The Racquet Club, a Condominium, their guests and invitees, and agents, employees, contractors and guests of the Condominium Association. The Access Easement is a non-exclusive private ingress and egress easement and is not donated, dedicated nor granted to the public.

2. **Matters Affecting Title, Use, and Implied Warranties.** The interest granted to the Condominium Association, the right of the Condominium Association to use the interest granted, and any warranties of H/M Partners, L.L.C. implied by law are subject to:

a. The terms, conditions and provisions of the roadway easement agreement by and between State of Alabama Department of Conservation and Natural Resources, State Parks Division and H/M Partners, L.L.C. dated April 6, 1995.

b. The terms, conditions and provisions of any instruments or documents affecting the title to the "Access Land" which are filed for record in the Office of the Judge of Probate, Baldwin County, Alabama including, but not limited. to, the mortgage to AmSouth Bank of Alabama, dated October 1, 1995 and recorded in Real Property Book 654, Pages 21 through 63.

c. The right to use the Access Easement is subject to the terms and conditions of this Agreement, the Declaration, and the Master Declaration of Covenants, Conditions and Restrictions for the Peninsula, A Residential Planned Community, dated April 25, 1995 and recorded in Miscellaneous Book 83, Pages 9 through 48 ("*Master Declaration*"). The terms, provisions and conditions of the Master Declaration are incorporated herein as if fully set out.

3. **Rights Reserved By H/M Partners, L.L.C.** H/M Partners, L.L.C., specifically reserves unto itself the following rights, which it may exercise, but shall not be obligated to exercise, at any time and from time to time, in and to the Access Land and the Access Easement:

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a. The right to grant, subject to this Agreement, to any other persons or entities that own, reside, or occupy land that can be accessed over, across, and through the Access Easement the right for themselves, their guests, and invitees to use the Access Easement for ingress to and egress from land upon such terms and conditions and for such duration as H/M Partners, L.L.C. in its sole discretion may deem appropriate.

b. The right to grant to any utility company or other entity providing electric power, gas, water, sewer, telephone, television cable or other utility services to any property, the right to place any lines, pipes or other necessary equipment on, over, across or under the Access Land, so long as such utility does not prevent access to The Racquet Club, a Condominium, except as to temporary, reasonable obstructions during construction, repair, maintenance and replacement operations.

c. The right to place a gate, fence, guardhouse or any other security device (collectively, "Security Gate") across the Access Easement. H/M Partners, L.L.C. agrees to provide all Unit Owners of the units in The Racquet Club, a Condominium, the Condominium Association, their guests and invitees, with a means of gaining entrance through such a Security Gate.

d. The right to exclude access to any person from entering the Access Easement except as provided for in Paragraph 3.(c) of this Agreement, above.

e. The right to dedicate all or any part of the Access Easement to public use.

f. The right without prior notice to the Condominium Association, to move or relocate the Access Easement from the Access Land to another location. H/M Partners, L.L.C. shall bear the expenses of relocating the Access Easement. Once the land for the relocated Access Easement has been relocated, the Condominium Association shall continue to pay the maintenance expenses specified in Paragraph 4.(c) of this Agreement.

g. All rights, easements and privileges granted to, or reserved to, H/M Partners, L.L.C. in the Declaration and the Master Declaration.

h. The right to assign any of the rights, obligations or liabilities in this Agreement. Upon the assignment of the rights, obligations or liabilities by H/M Partners, L.L.C. in this Agreement, then, in that event, H/M Partners, L.L.C. shall be released and discharged of all accrued and future obligations or liabilities hereunder.

4. **Obligations of the Master Association.** The Master Association shall be obligated as follows:

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a. If required by law and by the assessing practices of the applicable governmental agency, to assess the Access Land for ad valorem taxation purposes and to pay all property taxes due on the Access Land.

b. To provide, at least annually, a statement of expenses to the Condominium Association setting forth the costs incurred by the Master Association for taxes, improvements and maintenance to the Access Easement.

c. To perform its maintenance obligations as set forth in the Master Declaration.

**5. Rights and Obligations of the Condominium Association.**

a. The Condominium Association shall have the non-exclusive right to use the Access Easement and all other Common Areas for the purposes stated in this Agreement.

b. The Condominium Association, shall not have any interest in the fee simple title in and to the Access Land and shall have no right to grant any interest, including easements of any type, therein to anyone.

c. The Condominium Association may not assign its interest in the Access Easement unless specifically approved in writing by H/M Partners, L.L.C., and any attempted assignment of the interest of the Condominium Association in the Access Easement without such written consent shall be null, void, and without effect. H/M Partners, L.L.C. may require any proposed assignee of the interest of the Condominium Association in the Access Easement to execute an agreement with H/M Partners, L.L.C. by which the proposed assignee agrees to be bound by the terms and conditions of this Agreement.

d. The Condominium Association shall pay all Base Assessments and Special Assessments of the Master Association within thirty days of receipt of the Master Association's statement for those assessments.

e. In addition, each Purchaser of a Condominium Unit shall be obligated to pay, at closing, to the Association a one-time Non-Refundable Working Capital Contribution of Four Hundred Dollars (\$400.00) which shall be paid by the Association to the Master Association for the purpose of maintaining, repairing, operating, replacing, landscaping and providing security for the Access Easement.

f. The Condominium Association agrees to provide to the Master Association, at least semi-annually, a list of all owners and residents of Condominium Units in The Racquet Club, a Condominium, who will require admission to the Access Easement. The Condominium Association shall notify the Master Association within twenty (20) days of

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the completion of any transfer of ownership of such Units. Such notice shall specify the name of the new owner or resident, the name of the prior Owner or resident, if applicable, and the Unit number being transferred.

g. The Condominium Association and the Unit Owners shall comply with all of the terms, conditions and obligations of this Agreement.

6. **Duration.** This Agreement shall continue until The Racquet Club, a Condominium terminates, or until the Condominium Association, the Master Association, and the owner of fee simple title to the Access Land execute and record in the Office of the Judge of Probate of Baldwin County, Alabama a written agreement terminating this Agreement, whichever shall first occur.

7. **Notice.** Any notice required to be given hereunder shall be in writing and shall be (i) delivered in person, or (ii) mailed, postage prepaid, by registered or certified mail, or (iii) delivered by overnight commercial courier, or (iv) transmitted by facsimile communication at the addresses set forth below, or to such other address as such person may designate to the other persons named below by notice given in accordance with this section:

H/M Partners, L.L.C.:

H/M Partners, L.L.C., an  
Alabama Limited Liability Company  
Post Office Box 769  
Point Clear, Alabama 36564-0769

Condominium Association:

The Racquet Club Condominium Owners  
Association, Inc.  
Post Office Box 395  
Gulf Shores, Alabama 36547-0395

Master Association:

The Peninsula Master Association, Inc.  
Post Office Box 395  
Gulf Shores, Alabama 36547-0395


8. **Parking and Other Access.** H/M Partners, L.L.C. may grant to others the right to travel and park upon the Access Easement and such other persons may enjoy the rights granted them. Without limiting the generality of the foregoing, owners of any other property described on the Peninsula Conceptual Master Plan and their members, guests, shall have the right to park their vehicles on the roadways located within the property described in the Agreement at reasonable times before, during and after golf tournaments and other approved functions held by/at the Golf Club or Beach Area or any other property described on the Conceptual Master Plan owned by H/M Partners, L.L.C., its successors and assigns.

9. **General Provisions.** All attachments referenced herein are attached hereto and shall be considered a part of this Agreement and are incorporated into this Agreement by reference. No failure by either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing and executed by all parties hereto. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, heirs, successors and assigns. This Agreement may be executed in multiple originals and/or several counterparts, each of which shall constitute an executed original hereof. The titles inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Any reference in this Agreement to the singular includes the plural and vice versa. This Agreement shall be interpreted pursuant to Alabama Law.

IN WITNESS WHEREOF, the parties have caused their names to be executed hereto by their duly authorized representatives on this 2 day of December, 1997.


H/M PARTNERS, L. L. C., an  
Alabama Limited Liability Company

BY: MAGNOLIA TRACE, INC.,  
an Alabama Corporation  
As Its: Member

BY:   
J. M. PHILLIPS  
As Its: Vice President of Finance

BY: ABC ENTERPRISES, LTD., an  
Alabama Limited Partnership  
As Its: Member

BY: ABC HOLDINGS, L. L. C., an Alabama  
Limited Liability Company  
As Its: General Partner

BY:   
J.M. PHILLIPS  
As Its: Authorized Agent

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THE RACQUET CLUB CONDOMINIUM OWNER'S ASSOCIATION, INC., an Alabama Corporation

BY: Albert Corde III  
ALBERT CORTE, III  
As Its: President

ATTEST

BY: Dilana G. Norman  
DILANA G. NORMAN  
As Its: Secretary

THE PENINSULA MASTER ASSOCIATION, INC., an Alabama Corporation

BY: Albert Corde III  
ALBERT CORTE, III  
As Its: President

ATTEST

BY: Dilana G. Norman  
DILANA G. NORMAN  
Its: Secretary

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STATE OF ALABAMA :  
COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public..in and for said State and County, hereby certify that J.M. Phillips, whose name as Vice President of Finance of Magnolia Trace, Inc., an Alabama Corporation, acting in its capacity as a Member of H/M Partners, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, J.M. Phillips, as Vice President of Finance of Magnolia Trace, Inc., an Alabama Corporation, and with full authority, executed the same voluntarily for and as the act of Magnolia Trace, Inc., an Alabama Corporation, acting in its capacity as Member of H/M Partners, L.L.C., an Alabama Limited Liability Company.

Given under my hand and seal this 2<sup>nd</sup> day of December, 1997.

Cindy A. Ward  
NOTARY PUBLIC  
My Commission Expires Dec. 17, 2000  
NOTARY PUBLIC  
NOTARY FOR THE STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES Dec. 17, 2000.  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA:  
COUNTY OF BALDWIN:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Albert Corte, III**, and **Dilana G. Norman**, whose names as President and Secretary of **The Peninsula Master Association, Inc.**, a 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 instrument, that they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 2<sup>nd</sup> day of December, 1997.

Cindy A. Wood  
NOTARY PUBLIC  
My Commission Expires:



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec. 17, 2000.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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Mortgagee's Consent

AmSouth Bank, mortgagee, joins in this Agreement solely to show its consent to the execution and delivery of this Agreement by H/M Partners, Inc.

IN WITNESS WHEREOF, AmSouth Bank, mortgagee, has caused its name to be executed hereto for such limited purposes by its duly authorized representative on this the 3<sup>rd</sup> day of December, 1997.

AMSOUTH BANK  
BY: [Signature]  
AS ITS: Senior Vice President

STATE OF ALABAMA:  
COUNTY OF BALDWIN: Jefferson

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that John S. Meriwether, Jr., whose name as Senior Vice President of AmSouth Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Mortgagee.

Given under my hand and seal this 3<sup>rd</sup> day of December, 1997.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



This Instrument Prepared By:  
ARMBRECHT, JACKSON, DALMOUY,  
CROWL, HOLMES & REEVES, L.L.C.  
E.G. Hawkins  
1300 AmSouth Center  
Post Office Box 260  
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(205) 432-8751  
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FILED AND INDEXED COLLECTED ON  
STATE OF ALABAMA  
BALDWIN COUNTY  
JUDGE OF PRESENTE  
DEC 19 1997  
RECORDED IN 35-83

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