

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT
("Mortgage")

This document is also a financing statement filed as a fixture filing pursuant to Ala. Code § 7-9-402(6) (1975), and should be indexed in the index of financing statements under the names of Mortgagor, as debtor, and Mortgagee, as secured party.

☐ (Check box if applicable) This Mortgage is a "construction mortgage" within the meaning of such term in Ala. Code § 7-9-313(1)(c) (1975) and Ala. Code § 7-9-313(6) (1975).

KNOW ALL MEN BY THESE PRESENTS: That whereas

Susan P. Wilder, a single woman

has become justly indebted to **FIRST ALABAMA BANK**, an Alabama banking corporation, whose address is 417 North 20th Street, Birmingham, Alabama 35203 (the "Mortgagee"), in the principal sum of One Hundred Sixty-Five Thousand Six Hundred Fifty-Four and No/100 (\$ 165,654.00) Dollars, together with interest thereon, as evidenced by one or more promissory notes, guaranties or other documents delivered to, or letters of credit issued by, Mortgagee;

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions thereof and any other indebtedness now or hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, or otherwise secured or not (except a principal dwelling shall not secure any such other indebtedness incurred for personal, family, or household purposes unless a right of rescission has been given or the transaction is otherwise exempt from federal regulations applicable to consumer credit), and to secure compliance with all of the covenants and stipulations hereinafter contained,

Susan P. Wilder, a single woman

(whether one or more, the "Mortgagor") does hereby grant, bargain, sell and convey unto Mortgagee the real property situated in Shelby County, State of Alabama, that is described below or in an attachment or exhibit hereto:

FOR LEGAL DESCRIPTION: See Attached Exhibit "A"

This mortgage is subordinate to the following:

Mortgage from Geoffrey M. Wilder and Susan P. Wilder to William B. Surface and June C. Surface, filed for record December 30, 1986, recorded in Volume 107, page 134, in the Probate Office of Shelby County, Alabama. (as to Parcel IV only)

Accommodation Mortgage from Geoffrey M. Wilder and Susan P. Wilder to First Alabama Bank, filed for record March 12, 1990, recorded in Real 281, page 898, subordination of accommodation mortgage filed for record April 22, 1991 in Real 339, page 446, in the Probate Office of Shelby County, Alabama. (All parcels)

Mortgage from Geoffrey M. Wilder and Susan P. Wilder to First Alabama Bank, filed for record April 22, 1991, recorded in Real 339, page 425, in the Probate Office of Shelby County, Alabama.

Inst # 1995-15477
06/14/1995-15477
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCB 272.05

Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements (collectively, the "Property"), also together with all rights, title and interests now or hereafter owned by Mortgagor in and to all buildings and improvements, mobile homes and other prefabricated structures, windows, doors, heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling systems, detection devices and other equipment and fixtures now or hereafter attached or appertaining to the Property (collectively, the "Improvements").

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including any future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, equipment, fixtures and fittings of every kind or character that improve or are intended to improve the Property, including, without limitation, all lumber, bricks, building blocks, sand, cement, roofing materials, paint, doors, windows, nails, wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment, electrical and gas equipment, piping, decorative fixtures, and in general all building materials, equipment and appliances of every kind and character, wherever located or stored, and whether now owned or hereafter acquired by Mortgagor (collectively, the "Personal Property"); provided, however, that for any consumer credit obligation secured hereby, Mortgagee waives any non-purchase money security interest in "household goods" as defined in federal regulations applicable to unfair or deceptive credit contract provisions and further waives any security interest in "consumer goods" purchased more than twenty (20) days after Mortgagee gives value. The Property, the Improvements and the Personal Property are hereinafter collectively called the "Mortgaged Property."

And for the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns as follows:

1. Mortgagor is lawfully seized in fee simple and possessed of the Mortgaged Property and has a good right to convey the same as aforesaid. The Mortgaged Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned. Mortgagor will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever.

2. Mortgagor shall pay all taxes and assessments upon the Mortgaged Property, as well as all other liens or mortgages taking priority over this Mortgage. If the Mortgaged Property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and any related documents.

P. O. Box 10247

Inst # 1995-15477

3. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts, in such manner, and with such companies as may be satisfactory to Mortgagee against loss by fire and wind (including so-called extended coverage), and other exposed hazards, including such hazards as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and shall deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and shall pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property from any cause whatsoever. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee, in its sole discretion, may insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagee. The proceeds of any such insurance shall be paid by the insurer to Mortgagee, and Mortgagee is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Any such insurance proceeds, if collected, may either be credited on the indebtedness secured by this Mortgage, less cost of collection, or used in repairing or reconstructing any portion of the Mortgaged Property, as Mortgagee may elect. No application of insurance proceeds received by Mortgagee shall extend or postpone the due date of any installment payments due from Mortgagor or reduce the amount of any such installment payments.

4. Mortgagee, in its sole discretion, may require Mortgagor to establish an escrow account for the payment of yearly taxes, assessments, and other similar charges against the Mortgaged Property or any part thereof, as well as premiums of insurance, all as estimated by Mortgagee to be sufficient to pay the same when due and otherwise in accordance with any applicable statutes or regulations. Such deposits shall not be considered trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereto. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are required to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments, insurance, and similar charges.

5. Mortgagor shall take good care of the Mortgaged Property and shall not commit or permit any waste thereon or thereof, and shall keep the same repaired and at all times shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the Mortgaged Property, Mortgagee, in its sole discretion, may make such repairs at Mortgagor's expense. Mortgagee, its agents and employees, may enter the Mortgaged Property at any reasonable time for the purpose of inspecting or repairing any portion of the Mortgaged Property. Any such inspection or repair shall be for the Mortgagee's benefit only. Mortgagor hereby assigns and grants to Mortgagee a lien upon any and all proceeds received by Mortgagor as a result of defects, structural or otherwise, in the Improvements.

6. All amounts expended by Mortgagee for insurance, or for the payment of taxes or assessments, or to discharge liens or mortgages on the Mortgaged Property or other obligations of Mortgagor, or to make repairs to any portion of the Mortgaged Property (i) shall be payable at once without demand upon or notice to any person, (ii) shall bear interest at the highest rate of interest payable on the principal sum of any document evidencing the indebtedness secured hereby, or if no such rate of interest is specified or if the rate specified therein would be unlawful, at the highest rate per annum permitted by law from the date of payment by Mortgagee, (iii) shall become a debt due Mortgagee additional to the indebtedness herein described, and (iv) shall be secured by this Mortgage.

7. No delay or failure of Mortgagee to exercise any option to declare the maturity of any indebtedness secured by this Mortgage shall be a waiver of the right to exercise such option, either as to past or present defaults on the part of Mortgagor, and the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagee and Mortgagor.

8. All indebtedness hereby secured shall be paid and discharged as it shall become due and payable, whether now existing or hereafter incurred.

9. If default shall be made in the payment of any of the indebtedness secured by this Mortgage, or in the performance of any of the terms or conditions hereof, Mortgagee, without notice to Mortgagor, may proceed to collect the rent, income and profits from the Mortgaged Property, either with or without the appointment of a receiver (to which appointment Mortgagor hereby consents), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this Mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees and expenses incurred, may be applied to the reduction of the indebtedness secured by this Mortgage in such order and manner as Mortgagee may elect.

10. If all or any part of the Mortgaged Property or any interest therein is sold, assigned, transferred or conveyed by Mortgagor without Mortgagee's prior written consent, then in any such event Mortgagee, in its sole discretion, may declare all indebtedness secured hereby to be immediately due and payable without notice to Mortgagor. Mortgagee may withhold consent in its sole discretion, or condition its consent to any transfer of possession of, or an interest in, the Mortgaged Property upon (i) the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured hereby or to adjust the payment schedule of all or any part of the indebtedness secured hereby, (ii) Mortgagee's approval of the creditworthiness of the transferee, and (iii) the transferee's payment to Mortgagee of a reasonable transfer or assumption fee, and payment of all recording fees and mortgage taxes.

11. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (including any damage or taking by any governmental authority or any other authority authorized by the laws of Alabama or the United States of America, or any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, in Mortgagee's sole discretion, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds, and any other payments or reliefs, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including, without limitation, attorney's fees and expenses, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such order and manner as Mortgagee shall elect, to the reduction of the indebtedness secured by this Mortgage. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any condemnation compensation, awards, damages, rights of action and proceeds as Mortgagee may require.

12. The Mortgaged Property is in compliance, and Mortgagor shall in the future comply and cause the Mortgaged Property to comply, with all applicable federal, state and local environmental laws, ordinances, and regulations (collectively, the "Environmental Laws"). There are no pending claims or threats of pending claims against Mortgagor or the Mortgaged Property by private, governmental or administrative authorities relating to environmental impairment or Environmental Laws. Mortgagor shall not use the Mortgaged Property in a manner which will result in any non-complying disposal or release of any solid waste, hazardous waste, hazardous substance, or other containment (all as defined in the Environmental Laws) (collectively, "Hazardous Materials") in, on or under the Mortgaged Property, and covenants and agrees to keep, or cause the Mortgaged Property to be kept, free of any non-complying Hazardous Materials. The Mortgagee from time to time may inspect, test and sample the Mortgaged Property for compliance with Environmental Laws and may add the cost of same to the principal balance of the indebtedness secured hereby. Mortgagor agrees that Mortgagee, in its sole discretion, may submit a copy of any environmental report or test results to federal and state environmental agencies, or any other governmental agency having regulatory control over the Mortgaged Property. In response to the presence of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property at any time, Mortgagor shall immediately take, at Mortgagor's sole expense, all remedial action required by the Environmental Laws or any judgment, consent decree, settlement or compromise with respect to any claims in connection therewith. If Mortgagor fails to take such remedial action, Mortgagee, in its sole discretion, may take such remedial action and add any and all costs in connection therewith to the principal balance of the indebtedness secured hereby. Mortgagor shall immediately notify Mortgagee in writing of: (i) the discovery of any such non-complying Hazardous Materials in, on, or under the Mortgaged Property; (ii) any knowledge by Mortgagor that the Mortgaged Property does not comply with any Environmental Laws; (iii) any Hazardous Materials claims or conditions; and (iv) the discovery by Mortgagor of any occurrence or condition on any real property adjoining the Mortgaged Property that is likely to cause the breach of the Environmental Laws as to the Mortgaged Property or any part thereof. Mortgagor shall defend, indemnify and hold Mortgagee and its directors, officers, agents and employees harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including, without limitation, costs of suit, reasonable attorney's fees, fees of expert witnesses, engineering fees, and costs of any environmental inspections, inquiries, audits, evaluations, assessments or other expenses) arising from or in connection with (i) the presence in, on or under the Mortgaged Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials in, on, under or from the Mortgaged Property; (ii) any activity carried on or undertaken on or off the Mortgaged Property, whether prior to, during, or after the term hereof, and whether by Mortgagor or any predecessor in title or any officers, employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Mortgaged Property, in connection with the generation, manufacture, handling, use, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials at any time in, on or under the Mortgaged Property, or (iii) any breach of any representation, warranty or covenant under the terms of this Mortgage. The foregoing indemnity extends to the

Its _____

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE	
BOOK	PAGE

CERTIFICATE

State of Alabama)
County)

In compliance with Ala. Code § 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of indebtedness presently incurred is _____ upon which the mortgage tax is paid herewith, and owner agrees that no additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid into the appropriate Judge of Probate office no later than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: _____
Date, Time and Volume and
Page of recording as shown hereon.

Mortgagee: First Alabama Bank

By _____
Title _____

STATE OF ALABAMA)
COUNTY OF Jefferson)

INDIVIDUAL ACKNOWLEDGEMENT

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

Given under my hand and official seal, this 8th day of June, 19 95.

Cassie Brooke Chappell
Notary Public
My commission expires: 7/8/96

STATE OF ALABAMA)
COUNTY OF _____)

INDIVIDUAL ACKNOWLEDGEMENT

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

Given under my hand and official seal, this _____ day of _____, 19 _____.

Notary Public
My commission expires: _____

STATE OF ALABAMA)
COUNTY OF _____)

CORPORATE ACKNOWLEDGEMENT

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, _____ as such officer 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 official seal, this _____ day of _____, 19 _____.

Notary Public
My commission expires: _____

PLEASE RETURN TO:
First Alabama Bank
P O Box 10247
Birmingham, AL 35202

**MORTGAGE
AND
SECURITY AGREEMENT**

THE STATE OF ALABAMA,
SHELBY COUNTY

Office of the Judge of Probate

I hereby certify that the within Mortgage was filed in this office for record on this _____ day of _____, 19 _____ at _____ o'clock _____ M., and duly recorded in Volume _____ of Mortgages, at page _____.

Judge of Probate

First Alabama.
A Regions BANK

Real Estate Department
417 North 20th Street
Birmingham, AL 35203

EXHIBIT "A"

PARCEL I:

A parcel of land in the East half of the NE 1/4 of Section 22, and in the NW 1/4 of the NW 1/4 of Section 23, Township 22 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said Section 22; thence run South 38° 02' East a distance of 663.36 feet to a point on the Northwestern right of way of Shelby County Highway #12, and the point of beginning; thence run South 40° 31' West along said right of way a distance of 606.10 feet; thence run South 40° 22' West along said right of way a distance of 647.88 feet; thence run North 59° 47' West a distance of 89.80 feet; thence run North 15° 09' West a distance of 258.44 feet; thence run North 48° 51 1/2' West, a distance of 127.58 feet; thence run North 49° 45' East a distance of 517.03 feet; thence run North 13° 45 1/2' West a distance of 154.41 feet to a point on the Southerly side of an unpaved road; thence run North 38° 09' East along said road a distance of 270.64 feet; thence run North 50° 42 1/2' East along said road a distance of 233.67 feet to the P.C. of a curve to the right having a central angle of 83° 25' 44" and a radius of 82.18 feet; thence run along the arc of said curve a distance of 119.37 feet to the P.T. of said curve; thence run South 45° 51' 22" East along said road a distance of 500.91 feet to a point on the Northwestern right of way of said Shelby County Highway #12; thence run South 40° 31' West along said right of way a distance of 8.00 feet to the point of beginning.

PARCEL II:

A part of which is situated in the NE 1/4 of Section 22, Township 22 South, Range 3 West and the remainder in the NW 1/4 of SE 1/4 of said Section 22, and more particularly described as follows:

Begin at the NE corner of the SE 1/4 of NE 1/4 of Section 22 and go Westward along the North line of said 1/4 - 1/4 Section 528.22 feet to the point of beginning; thence at an azimuth of 344° 09' a distance of 16.08 feet; thence at an azimuth of 302° 00' a distance of 192.20 feet; thence at an azimuth of 259° 37' a distance of 378.00 feet; thence at an azimuth of 333° 41' a distance of 113.80 feet; thence at an azimuth of 255° 26' a distance of 124.15 feet; thence at an azimuth of 298° 50' a distance of 249.25 feet; thence continue in the same straight line 30 feet, more or less, to the center line of Spring Creek; thence continue in a Southwesterly direction along the center line of Spring Creek about 549.00 feet to the junction of Spring and Dry Creek; thence in a Southwesterly and then in a Southeasterly direction along Dry Creek about 2237.00 feet to intersection with Northwest border of paved County Highway; thence in a Northeasterly direction along this highway border 2143.25 feet; thence at an azimuth of 299° 30' a distance of 89.8 feet; thence at an azimuth of 344° 09' a distance of 146.32 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL III:

Begin at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 15, Township 22 South, Range 3 West, and go North 89° 50' West along the North boundary of the Southeast 1/4 of said Section for 2541.27 feet to the centerline of Shoal Creek; thence down centerline of Shoal Creek as follows:

Continued. . .

Go South 25° 28' 193.08 feet; thence South 36° 43' East for 185.74 feet; thence South 54° 19' East for 130.04 feet; thence South 60° 57' East for 115.83 feet; thence South 09° 41' East for 96.02 feet; thence South 26° 29' West for 150.38 feet; thence South 66° 51' West for 186.98 feet; thence South 64° 58' West for 230.57 feet; thence South 51° 11' West for 173.40 feet; thence South 09° 40' West for 128.15 feet; thence South 34° 05' West for 140.41 feet; thence North 75° 18' West for 215.69 feet; thence North 81° 48' West for 244.76 feet; thence South 70° 27' West for 222.41 feet; thence South 51° 58' West for 136.89 feet; thence South 48° 34' West for 188.97 feet; thence South 18° 40' West for 124.12 feet; thence South 06° 55' East for 83.51 feet; thence South 70° 16' East for 120.54 feet; thence South 44° 28' East for 137.44 feet; thence South 34° 23' East for 195.16 feet; thence South 52° 37' East for 69.45 feet; thence South 22° 18.5' East for 222.79 feet; thence South 01° 32.5' West for 212.20 feet; thence South 02° 58' East for 269.10 feet; thence South 04° 56' East for 187.44 feet; thence South 04° 06' West for 333.57 feet; thence South 18° 01' West for 279.76 feet; thence South 60° 16' West for 174.81 feet; thence South 40° 32' West for 105.31 feet; thence South 34° 28' West for 51.97 feet to a point where the centerline of Shoal Creek intersects the centerline of Spring Creek; thence up the centerline of Spring Creek as follows:

Go South 89° 02' East for 116.63 feet; thence South 46° 55' East, for 188.92 feet; thence South 77° 07' East for 313.84 feet; thence South 86° 42' East for 374.01 feet; thence North 75° 27' East for 192.62 feet; thence North 66° 14' East for 139.57 feet; thence North 89° 56' East for 121.59 feet; thence South 60° 02' East for 183.36 feet; thence South 85° 08' East for 145.87 feet; thence South 57° 31' East for 243.81 feet to a point where the centerline of Spring Creek intersects the centerline of Dry Creek; thence continue up the CL of Spring Creek as follows:

Go North 56° 31' East for 185.45 feet; thence North 57° 52' East for 232.22 feet; thence North 25° 45' East for 130.80 feet; thence North 03° 16' West for 84.43 feet; thence North 28° 01' East for 171.10 feet; thence North 14° 27' East for 101.80 feet; thence North 42° 15' East for 116.99 feet; thence departing from the centerline of Spring Creek go South 51° 33' East for 643.83 feet; thence South 48° 51.5' East for 42.34 feet; thence North 49° 54' East for 248.00 feet; thence North 33° 53' West for 100.82 feet; thence North 71° 02' West for 138.69 feet; thence North 03° 58' West for 90.75 feet; thence North 25° 04' West for 30.00 feet to the centerline of an existing chert road thence along said centerline as follows:

Go North 64° 56' East for 79.91 feet; thence North 74° 6.5' for 135.53 feet; thence North 75° 07' East for 117.89 feet; thence North 83° 53' East for 42.82 feet; thence North 38° 09' East for 261.30 feet; thence North 50° 42.5' East for 3.30 feet; thence North 39° 18' West for 30.00 feet to a point on the North boundary of said road; thence North 39° 18' West for 550.50 feet to the centerline of said Spring Creek; thence up the centerline of Spring Creek as follows:

Go North 28° 10' East for 126.68 feet; thence North 40° 12.5' East for 391.61 feet; thence South 59° 48.5' East for 289.0 feet; thence North 41° 45.5' East for 50.45 feet to the East boundary of Section No. 15; thence North 03° 17' West along said East boundary of 628.00 feet to an existing iron pin; thence North 02° 51' West along said East boundary 1539.35 feet to the point of beginning.

PARCEL IV:

A portion of the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 22, Township 22 South, Range 3 West, described as follows:

Commence at the NE corner of the SE 1/4 of the NW 1/4 of Section 22 and go 50° 55' East along the East boundary of said Quarter - Quarter Section for 367 feet to the point of beginning; thence South 84° 15½' East for 653.77 feet to the center line of Dry Creek; thence up the center of Dry Creek as follows:

Continued. . .

Go South 35° 20' West for 237.90 feet; thence South 29° 13' West for 205 feet; thence South 48° 36' West for 231.67 feet; thence South 44° 10' West for 297 feet; thence South 1° 08' East for 141.51 feet; thence South 37° 56' East for 137.23 feet; thence South 74° 07' E for 134.20 feet; thence South 51° 32' East for 191.17 feet; thence South 77° 48' East for 255.59 feet to the Northwesternly boundary of Spring Creek Road; thence South 52° 56½' West along said boundary 614.14 feet; thence South 52° 59' West along said boundary 326.73 feet to the intersection of the Northwesternly boundary of Spring Creek Road and the Northeastly boundary of Overland Road; thence along the Northeastly boundary of Overland Road as follows:

Go North 39° 32 1/2' West for 503.98 feet; thence North 80° 56' West for 295.15 feet; thence South 57° 40 1/2' West for 122.56 feet; thence North 79° 29 1/2' West for 221.88 feet; thence North 36° 39 1/2' West for 234.70 feet; thence North 34° 54' West for 86.63 feet to the Southeastly boundary of Jones Property; thence North 46° 12' East along said Southeastly boundary for 1693.40 feet to the point of beginning. All being situated in Shelby County, Alabama.

Less and except that part conveyed to Montevallo Water and Sewer Board by deed recorded in Instrument 1992-26605 more particularly described as follows:

A parcel of land located in the SW 1/4 of Section 22, Township 22 South, Range 3 West, more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NW 1/4 of Section 22; thence S 33° 27' E, 366.95 feet to a found iron pin; thence S 46° 34' 10" W, 1693.87 feet to a found iron pin; thence S 34° 54' E 86.63 feet along the easterly ROW of Overland Road; thence S 36° 39' 30" E, 236.8 feet to a set iron pin at the point of beginning, also being the PC of a curve to the left with a chord bearing of S 79° 17' 35" E, a chord length of 218.2 feet and a radius of 161.08 feet; thence along the arc 239.72 feet to a found iron pin; thence continue tangent from the PT of said curve N 58° 04' 15" East, 99.74 feet to a set iron pin; thence leaving the easterly ROW of Overland Road N 31° 51' 14" W, 121.84 feet to a set iron pin; thence S 63° 45' 49" W, 261.72 feet to the point of beginning.

Inst # 1995-15477

06/14/1995-15477
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 272.05

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