

MORTGAGOR:

Superior Bar & Grill, Inc.
4701 Highway 280 East
Birmingham, AL 35242

THIS INSTRUMENT PREPARED BY:

CLAUDE McCAIN MONCUS, ESQ.
Corley, Moncus & Ward, P.C.
2100 SouthBridge Parkway
Suite 650
Birmingham, AL 35209

**STATE OF ALABAMA:
SHELBY COUNTY:**

Inst # 1996-05742

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That

W I T N E S S E T H:

WHEREAS, the Mortgagor is the Sub-Lessee pursuant to that certain Sub-Lease No. 2 dated January 31, 1995, between Perry E. Cox, Jr., as Sub-Lessor, and Mortgagor, as Sub-Lessee (hereinafter referred to as "Sub-Lease"); and

WHEREAS, the Mortgagor is the Lessee pursuant to that certain Lease Agreement dated August 17, 1995, between Mildred V. Green, as Lessor, and Mortgagor, as Lessee (hereinafter referred to as "Ground Lease"); and

WHEREAS, pursuant to the terms of the Sub-Lease and the Ground Lease, Mortgagor is the owner of the leasehold interest in those certain parcels of real property (Sub-Lease on Parcel No. One and Ground Lease on Parcel No. Two) and the buildings and improvements constructed thereon located in Shelby County, State of Alabama, as more fully described on **Exhibit "A"** attached hereto (hereinafter collectively referred to as the "Premises"); and

WHEREAS, **Superior Bar & Grill, Inc.**, (the "Parent Corporation"), a Louisiana corporation has executed that certain promissory note (the "Note") dated February 13, 1996, made payable to **Hibernia National Bank**, with offices in Shreveport, Louisiana (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of **ONE MILLION TWO HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$1,232,000.00)** together with interest thereon; AND

WHEREAS, **Superior Bar & Grill, Inc.** (the "Mortgagor"), an Alabama corporation, is the wholly owned subsidiary of the Parent Corporation; and

WHEREAS, Mortgagor has executed that certain Commercial Guaranty (the "Guaranty") of even date herewith in favor of Mortgagee under the terms of which

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Mortgagor guaranteed the repayment of a portion of the Note up to the maximum principal amount of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00); and

WHEREAS, Mortgagor wishes to grant this Leasehold Mortgage and Security Agreement to secure all sums, liabilities and obligations which may become due under the Guaranty.

NOW, THEREFORE, the Mortgagor, in consideration of the Premises and in order to secure its obligations under the Guaranty and any other sums payable thereon, and/or under this Mortgage and the performance and observance of all the provisions hereof and of the Guaranty including the payment of any sums advanced by the Mortgagee pursuant to this Mortgage (all of such obligations are hereinafter collectively referred to as the "Indebtedness"), hereby gives, grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over, and confirms unto the Mortgagee all its estate, right, title, and interest in, to, and under any and all of the following described property (the "Mortgaged Property"), whether now owned or held or hereafter acquired:

(a) the leasehold interests in the premises described in **Exhibit "A"** hereto, created by the Sub-Lease and the Ground Lease, including all of the air space, easements, rights, privileges, royalties, and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title interest, claim, or demand whatsoever of the Mortgagor therein and in the streets, alleys, and ways adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired (hereinafter referred to as the "Premises");

(b) all structures and buildings, and replacements thereof, now or hereafter constructed upon the Premises by the Mortgagor, including all plant equipment, apparatus, machinery, and fixtures of every kind and nature whatsoever forming part of said structures and/or buildings (hereinafter referred to as the "Improvements");

(c) all fixtures, fittings, appliances, apparatus, equipment, machinery, and articles of personal property, and replacements thereof, other than those owned by the Sub-Lessors pursuant to the Sub-Lease or the Lessor pursuant to the Ground Lease, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements on the Premises (hereinafter referred to as the "Chattels");

(d) all "general intangibles" (as such quoted term is defined in the Uniform Commercial Code of the state wherein the Premises are located) in any way relating to the Premises and/or the Improvements and in which the Mortgagor has any interest, all licenses, trade name, good will, and books and records relating to the business operated or to be operated on the Premises or any part thereof, and all unearned premiums, accrued, accruing, or to accrue under all insurance policies now

or hereafter obtained by the Mortgagor insuring the Mortgaged Property, as hereinafter defined, and all rights and interest of Mortgagor thereunder (hereinafter referred to as the "Intangibles");

(e) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and condemnation awards; and

(f) all subleases and lettings of the Premises now or hereafter entered into and all right, title, and interest of the Mortgagor thereunder, and under the Sub-Lease or the Ground Lease and any cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right, upon the happening of an Event of Default, to receive and collect the rents thereunder; and,

(g) all sums held by or under the control of the lessor of the Sub-Lease or the Ground Lease that were or are deposited on account of Mortgagor's obligations thereunder.

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

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. The Mortgagor represents and warrants that it is the owner of a valid and subsisting interest as Lessee under the Sub-Lease and the Ground Lease; that the Sub-Lease and the Ground Lease are in full force and effect and have not been assigned, modified, amended, supplemented, or extended in any way; that the Sub-Lease and the Ground Lease represent the entire agreement between the parties as to the leasing described therein; that there are no defaults which have occurred and are continuing under the Sub-Lease and the Ground Lease nor has any event occurred which with notice, the passage of time, or both would constitute a default under the Sub-Lease and the Ground Lease by either the lessor or lessee thereunder; that all rental payments and other charges under the Sub-Lease and the Ground Lease which are due and owing as of the date of this Mortgage have been paid in full; that the Sub-Lease and the Ground Lease are subject to no liens and encumbrances whatsoever on the interest of the lessor thereunder except such as are listed as exceptions to the title in the title policy insuring the lien of this Mortgage; that it will own the Chattels free and clear of all liens and claims; that this Mortgage is and will remain a valid and enforceable lien on the Mortgaged Property subject only to the exceptions referred to above; and that the Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done.

The Mortgagor will preserve the leasehold estate created in it by the Sub-Lease and the Ground Lease, and will forever warrant and defend the same to the Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

The Mortgagor will perform or cause to be performed all of the covenants and conditions required to be performed by it under the Sub-Lease and the Ground Lease, will do all things necessary to preserve unimpaired its rights thereunder, and will not enter into any agreement modifying or amending the Sub-Lease and the Ground Lease or releasing the respective lessor thereunder from any obligations imposed upon it thereby. If the Mortgagor receives a notice of default under the Sub-Lease and/or the Ground Lease, it shall immediately cause a copy of such notice to be sent by registered United States mail to the Mortgagee.

2. That it will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the Mortgaged Property, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so).

3. That it will keep the buildings on 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 (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will 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 whatever. If Mortgagor fails to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which 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. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the Mortgaged Property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the Mortgaged Property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such

installments.

4. (a) The Mortgagor, from time to time when the same shall become due and payable, will pay and discharge or cause the Sub-Lessor under the Sub-Lease or the Lessor under the Ground Lease to pay and discharge, pursuant to the Sub-Lease and the Ground Lease, all taxes of every kind and nature, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against the Mortgaged Property, or any part thereof, or upon the revenues, rents, issues, income, and profits of the Mortgaged Property, or any part thereof, or arising in respect of the occupancy, use, or possession thereof. The Mortgagor will, upon the request of the Mortgagee, deliver or cause to be delivered to the Mortgagee receipts evidencing the payment of all such taxes, assessments, levies, fees, rents, and other public charges imposed upon or assessed against the Mortgaged Property, or any part thereof, or the revenues, rents, issues, income, or profits thereof.

(b) The Mortgagor will pay, or cause the Lessor under the Sub-Lease and the Ground Lease to pay, pursuant to the Sub-Lease and the Ground Lease from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others, which claims and demands, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income, and profits arising therefrom and in general will do or cause to be done everything necessary so that the lien shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

(c) Nothing in this Section 4 shall require the payment or discharge of any obligation imposed upon the Mortgagor by this Section so long as the Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Premises or any part thereof to satisfy the same; provided that during such contest the Mortgagor shall, at the option of the Mortgagee, provide security satisfactory to the Mortgagee, assuring the discharge of the Mortgagor's obligation hereunder and of any additional charge, penalty, or expense arising from or incurred as a result of such contest; and provided further that if, at any time, payment of any obligation imposed upon the Mortgagor by subsection (a) of this Section shall become necessary to prevent the delivery of a tax deed, or its equivalent, conveying the Mortgaged Property, or any part thereof, because of nonpayment, then the Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed or its equivalent.

5. That it will take good care of the Mortgaged Property and the personal property described above and will not commit or permit any waste thereon or thereof, and that it will keep the same repaired and at all times will 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 may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the Mortgaged Property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the Mortgaged Property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the Note described above, or if no such rate of interest is specified in the Note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire Indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as 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 by a writing signed by Mortgagee.

8. That the Mortgagor who is obligated to pay the Indebtedness hereby secured will well and truly pay and discharge such Indebtedness as it shall become due and payable, including the Note described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

9. That if default shall be made in the payment of any of the Indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee 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 incurred, shall be credited first to advances made by Mortgagee and the interest thereon,

then to interest due on the Indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That if possession of the Mortgaged Property is allowed to remain in any other person or entity to the exclusion of Mortgagor for a period of one year or more, or if all or any part of the Mortgaged Property or any interest therein is sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, Mortgagee may, at Mortgagee's option declare all Indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagor. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the Mortgaged Property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the Indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the Indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagor, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclosure this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

12. That the provisions of this Mortgage and Guaranty secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of such Guaranty shall not affect the validity and enforceability of the other provisions of this mortgage or of such Guaranty. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently and consecutively. A carbon copy or photostat copy of this Mortgage may be filed as a financing statement in any public office.


UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the Indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but should default be made in the payment of any

Indebtedness hereby secured or any renewals or extensions thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the Mortgaged Property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should Mortgagor default under any of its obligations with respect to the Sub-Lease or the Ground Lease, or should a petition to condemn any part of the Mortgaged Property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the Indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of Indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the Indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the Mortgaged Property and after or without taking such possession to sell the same before the Court house door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagor agrees to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagor agrees that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagor or mailed to Mortgagor at the address set forth above, or such other address as Mortgagor shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expense of advertising, selling and conveying, including a reasonable attorneys' fee not exceeding 15% of the unpaid debt

after default if the original amount financed exceeded \$300.; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; Third, to the payment of the Indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of sale; and Fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the Mortgaged Property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its officer(s) thereunto duly authorized, this 12th day of February, 1996.

SUPERIOR BAR & GRILL, INC.,
an Alabama Corporation

BY:  (SEAL)
Philip R. Barbaree
Its President

State of Alabama
County of Jefferson

I, the undersigned, a notary public in and for said County and State, hereby certify that **Philip R. Barbaree**, whose name as President of Superior Bar & Grill, Inc., an Alabama Corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12th day of February, 1996.

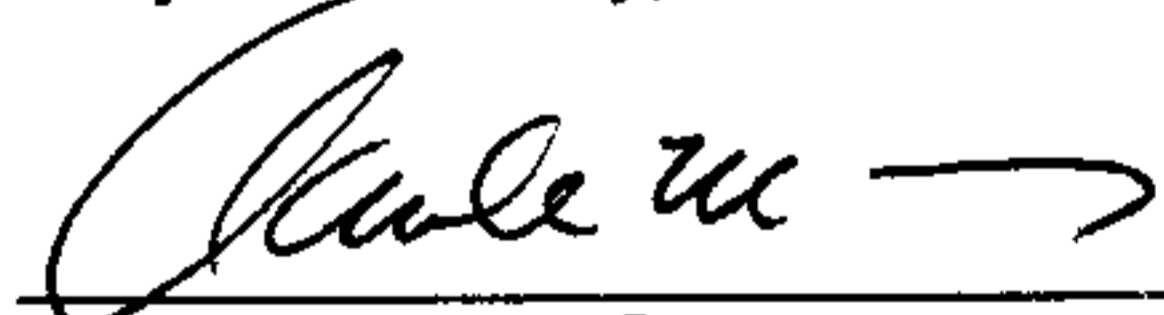

NOTARY PUBLIC
My Commission Expires: 12/24/99

EXHIBIT "A"

PARCEL ONE:

A part of the Southwest 1/4 of the Northeast 1/4; Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more

particularly described as follows: From the Southeast corner of said Southwest 1/4 of the Northeast 1/4; thence West along the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4 959.23 feet, to point of beginning; thence right 90° northerly 95.0 feet; thence left 45° northwesterly 127.0 feet; thence right 43°30' northerly 75.00' to the Southeast right of way of a proposed road; thence left 126°38'19" along said right of way southwesterly 130.32', to point of a curve; thence continue along curve of said right of way having a curve radius of 377.81 feet an arc length 150.36 feet, a delta angle of 22°48'11" a tangent of 76.19 feet, to the Northeast right of way of U.S. Highway No. 280; thence left 90° to tangent of said curve southeasterly along a chord of the Northeast right of way of said U.S. Highway 280, 235.0 feet; thence left 91°54'15" from said chord northeasterly 54.50 feet to the South Quarter Section line of said Southwest 1/4 of the Northeast 1/4; thence right 62°50'45" easterly 60.90 feet along said Quarter Section to point of beginning.

Also known as Lot 1 according to the unrecorded map of Greenhill By The Lake as shown on the Shelby County Tax Assessor's Records.

PARCEL TWO:

Being a part of the Southwest 1/4 of the Northeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run West along the South line of said Quarter-Quarter Section a distance of 1,020.17 feet; thence turn an angle to the left of 62°50'45" and run southwesterly for 54.50 feet to a point on the northeasterly right of way line of U.S. Highway 280. Said point being on a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 03°18'10"; thence turn an angle to the right of 91°16'35" to become tangent with said curve; thence run northwesterly along the arc of said curve and said northeasterly right of way line of U.S. Highway 280 for 325.08 feet to the point of beginning. Said point also being the intersection of the northeasterly right of way line of U.S. Highway 280 and the northerly right of way line of Greenhill Parkway, as recorded in Real Book 066, Page 146, Shelby County, Alabama; said point is also the beginning of a curve to the right, said curve having a radius of 5,639.58 feet and subtending a central angle of 00°45'06"; thence run along the arc of said curve and along the northeasterly right of way line of U.S. Highway 280 for 73.99 feet to a point, said point being the Southeast corner of property recorded in Real Book 051, Page 40, Shelby County, Alabama; thence turn an angle to the right of 106°02'17" from the tangent of said curve and run northeasterly for 456.71 feet to a point, said point being the southeasterly corner of Lot 3, Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 90°08'24" and run southeasterly for 104.88 feet to a point on the North right of way line of said Greenhill Parkway, said point being on a curve to the left, said curve having a radius of 670.14 feet and subtending a central angle of 11°13'50"; thence turn an angle to the right of 104°25'36" to become tangent to said curve; thence run along the arc of said curve and along said Greenhill Parkway right of way for 131.36 feet to the end of said curve; thence turn an angle to the right of 90°00'00" from tangent of said curve and run northwesterly for 15.00 along said Greenhill Parkway right of way to a point; thence turn an angle to the left of 90°00'00" and run southwesterly along the northerly right of way line of said Greenhill Parkway for 179.92 feet to the beginning of a curve to the left, said curve having a radius of 422.37 feet and subtending a central angle of 17°23'48"; thence run along the arc of said curve and the northerly right of way line of said Greenhill Parkway for 128.30 feet to the point of beginning.

Also known as Part of Lot 3, according to the unrecorded map of Greenhill By The Lake as shown on the Shelby County Tax Assessor's Records.

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