

## ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

**Lender:** ServisFirst Bank  
**Lender's Notice Address:** 850 Shades Crest Parkway, Suite 200  
Birmingham, Alabama 35209  
**Mortgage:** The Mortgage and Security Agreement executed by  
Owner in favor of Lender this date to further secure  
the indebtedness stated therein.  
**Owner:** William F. Spratlin, Jenny Y. Spratlin and Rock  
Bridge Lodge, LLC, an Alabama limited liability  
company.  
**Owner's Notice Address:** 901 Hidden Ridge  
Chelsea, Alabama 35043  
**Borrower:** William F. Spratlin, Chelsea Development, L.L.C.  
and Westover Development, L.L.C.  
**Borrower's Notice Address:** 901 Hidden Ridge  
Chelsea, Alabama 35043

1. **BY THIS ASSIGNMENT**, the Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property described in Exhibit A attached hereto and incorporated herein by reference and the improvements and equipment thereon (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender Owner's right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for (i) payment of the outstanding indebtedness to Lender in connection with the Loan (as defined in the Mortgage) as evidenced by the Note (as defined in the Mortgage) and (ii) performance of Borrower's and Owner's obligations under the Mortgage, the Guaranty (as defined in the Mortgage) and other Loan Documents (as defined in the Mortgage).

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner or Borrower in performance of the terms, covenants or provisions of the Note, the Guaranty or the other Loan

Recording Fee 38.00, TOTAL 38.00

Recorded in MORT BK 415 Pg 1, 11/03/2010 11:33:19 AM  
Terry Mitchell, Probate Judge, Coosa County, Alabama



Documents. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of the Note, the Guaranty or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **OWNER WARRANTIES:**

- (a) that no default exists on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. Owner agrees that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Owner as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

8. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Lender in accordance with the terms of this Assignment.





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9. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Note or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors, and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the County in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Note to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

10. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

11. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

13. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

14. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama.

15. **WAIVER OF JURY TRIAL.** OWNER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. OWNER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF OWNER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN OWNER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

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IN WITNESS WHEREOF, this document has been executed by the undersigned under seal on this 29<sup>th</sup> day of October, 2010.

"OWNER"

\_\_\_\_\_  
William F. Spratlin

\_\_\_\_\_  
Jenny Y. Spratlin

Rock Bridge Lodge, LLC

By:   
\_\_\_\_\_  
Name: William F. Spratlin  
Title: Member

By:   
\_\_\_\_\_  
Name: Jenny Y. Spratlin  
Title: Member

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **William F. Spratlin**, 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 the instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 29<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 2, 2012

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Jenny Y. Spratlin**, 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 the instrument, she voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 29<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 2, 2012



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STATE OF ALABAMA       )  
 JEFFERSON COUNTY       )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **William F. Spratlin** whose name as a member of **Rock Bridge Lodge, LLC**, 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, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 29<sup>th</sup> day of October, 2010.

Jennifer L. Luma  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES OCTOBER 2, 2012

STATE OF ALABAMA       )  
 JEFFERSON COUNTY       )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jenny Y. Spratlin** whose name as a member of **Rock Bridge Lodge, LLC**, 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, she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 29<sup>th</sup> day of October, 2010.

Jennifer L. Luma  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES OCTOBER 2, 2012

**EXHIBIT A****Legal Description of Property****Property located in Shelby County, Alabama:**

A parcel of land situated in the West half of Section 30, Township 20 South, Range 1 West, and the Southeast Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 30; thence run South 89 degrees 38 minutes 54 seconds East along the North line of said quarter-quarter section and also along the North line of the Southeast quarter of the Northwest quarter of said Section 30 for a distance of 1523.85 feet to an iron pin found, said iron pin being 1248.57 feet West of an iron pin locally accepted to be the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 30; thence run South 01 degrees 10 minutes 33 seconds East for a distance of 409.42 feet to a point; thence run South 52 degrees 39 minutes 23 seconds East for a distance of 684.36 feet to a point; thence run South 56 degrees 28 minutes 27 seconds East for a distance of 567.19 feet to a point; thence run South 00 degrees 58 minutes 59 seconds West for a distance of 808.31 feet to a point; thence run South 01 degrees 53 minutes 36 seconds East for a distance of 702.43 feet to an iron pin found, said iron pin being 210.49 feet west of an iron pin found locally accepted to be the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 30; thence run South 89 degrees 21 minutes 51 seconds West along the South line of said quarter-quarter section and also along the South line of the Northwest quarter of the Southwest quarter of said Section 30 for a distance of 1781.98 feet to an iron pin found; thence turn an angle to the right of 90 degrees 12 minutes 11 seconds and run North 00 degrees 25 minutes 58 seconds West for a distance of 1,449.35 feet to a point on a curve to the right, having a central angle of 27 degrees 53 minutes 47 seconds and a radius of 175.00 feet; thence turn an angle to the right to the radius of said curve of 15 degrees 54 minutes 51 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 85.20 feet to a point; thence run tangent to last stated curve, North 46 degrees 37 minutes 20 seconds West for a distance of 208.26 feet to a point on a curve to the left, having a central angle of 43 degrees 48 minutes 38 seconds and a radius of 350.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 267.62 feet to a point; thence run tangent to last stated curve, South 89 degrees 34 minutes 02 seconds West for a distance of 599.97 feet to the centerline of Hidden Ridge Estates 1st Sector as recorded in Map Book 33, on Page 65 in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to a point on the South line of Lot 10, in said Hidden Ridge Estates; thence run North 89 degrees 34 minutes 02 seconds East for a distance of 201.29 feet to Southeast corner of said Lot 10; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 925.02 feet to the Northeast corner of said Lot 10, also being on the North line of the Southeast quarter of the Northeast quarter of said Section 25; thence run South 87 degrees 44 minutes 12 seconds East along the North line of said quarter-quarter section for a distance of 108.18 feet to the point of beginning.

ALSO:

A 60 foot easement for ingress and egress and utilities situated in the Northeast quarter of Section 25, Township 20 South, Range 2 West, also the Northwest quarter of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows:





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Commence at the Northwest corner of Lot 11, Hidden Ridge Estates, 1st Sector, as recorded in Map Book 33, Page 65, in the Office of the Judge of Probate, Shelby County, Alabama; said point also being on the South right of way line of Hidden Ridge in said Hidden Ridge Estates 1st Sector; thence run an assumed bearing North 89 degrees 34 minutes 02 seconds East along the North line of said Lot 11 and also along the South line of said Hidden Ridge for a distance of 206.77 feet to a point at the Northeast corner of said Lot 11; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to the point of beginning; thence run 89 degrees 34 minutes 02 seconds East for a distance of 599.97 feet to a point on a curve to the right, having a central angle of 18 degrees 49 minutes 40 seconds, a radius of 350.00 feet, and a chord bearing of South 81 degrees 01 minutes 08 seconds East; thence run along the arc of said curve for a distance of 115.01 feet to a point; thence run North 18 degrees 23 minutes 42 seconds East for a distance of 51.25 feet to a point on a curve to the left, having a central angle of 21 degrees 41 minutes 10 seconds, a radius of 550.82 feet, and a chord bearing of North 07 degrees 33 minutes 07 seconds East; thence run along the arc of said curve for a distance of 208.48 feet to a point; thence run North 03 degrees 17 minutes 28 seconds West for a distance of 158.91 feet to a point on a curve to the right, having a central angle of 61 degrees 26 minutes 38 seconds, a radius of 275.00 feet, and a chord bearing of North 27 degrees 25 minutes 51 seconds East; thence run along the arc of said curve for a distance of 294.91 feet to a point; thence run North 58 degrees 09 minutes 10 seconds East for a distance of 250.84 feet to a point on a curve to the right, having a central angle of 52 degrees 16 minutes 31 seconds, a radius of 275.00 feet and a chord bearing of North 84 degrees 17 minutes 25 seconds East; thence run along the arc of said curve for a distance of 250.90 feet to a point; thence run South 69 degrees 34 minutes 19 seconds East for a distance of 53.20 feet to a point on a curve to the right, having a central angle of 55 degrees 33 minutes 19 seconds, a radius of 275.00 feet and a chord bearing of South 41 degrees 44 minutes 40 seconds East; thence run along the arc of said curve for a distance of 267.13 feet to a point; thence run North 65 degrees 08 minutes 37 seconds East for a distance of 307.19 feet to the end of said easement.

**Property located in Coosa County, Alabama:**

The South half of the Northeast fourth, Section 34, Township 22 North, Range 19 East, Coosa County, Alabama. Less and except therefrom five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of SW 1/4 of NE 1/4 of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning.


Also:

South one-half of Southeast fourth and Northeast fourth of Southeast fourth Section 34 and Southwest fourth of Southwest fourth and 15 acres on West side of Southeast fourth of Southwest fourth Section 35; all in Township 22 North, Range 19 East, Coosa County, Alabama.

Also:

Five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of SW 1/4 of NE 1/4 of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning. Situated in Coosa County, Alabama.





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Also:

Parcel A:

Parcel I: Northeast fourth of Northwest fourth Section 15, Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel II: Southwest fourth Section 10, Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel III: Northwest fourth of Southeast fourth and Southwest fourth of Southeast fourth except 30 acres on South side thereof, Section 10 and all that part of East half of Southeast fourth Section 10 and of West half of Southwest fourth Section 11, except 98 2/3 acres in Southeast corner particularly described in deed by R. T. Willingham et als to Celia Harris and husband, John M. Harris dated August 23, 1956. Also less and except 1 acre for graveyard. All in Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel IV: Northwest fourth of Northeast fourth and six acres, more or less, in the Northwest corner of Northeast fourth of Northeast fourth described as follows: Beginning at the section line running East and West where the Crawford Mill Road crosses said section line; thence running South along said road 8 chains and 36 links; thence East 6 chains to a certain ditch; thence along said ditch in a Northeasterly direction to the aforesaid section line; thence West 9 chains and 40 links to beginning point. All above in Section 15, Township 22 North, Range 19 East, Coosa County, Alabama. 34 acres more or less in Southwest fourth of Southeast fourth Section 10, Township 22 North, Range 19 East, lying South of the road running from Crawford's Mill Road to Mrs. Elizabeth Manning's dwelling house, and West of the Crawford Mill Road. Less and except Begin at Triangulation Station, Hissop, Alabama, located in the Church yard of Hissop Methodist Church; thence N 20 deg. 27 min. W 215.75 feet to a point; thence N 6 deg. 16 min. W 358 feet to a fence corner on East right of way of paved county road for point of beginning of parcel conveyed; thence in a Northerly direction along East right of way of said county road a distance of 1055 feet to an iron pin; thence S 1 deg. 26 min. E 255.25 feet to a point; thence S 26 deg. 21 min. E 222.17 feet to an iron pin; thence N 80 deg. 39 min. E 354.33 feet to a fence corner; thence S 8 deg. 45 min. W 578.75 feet to a fence corner; thence S 79 deg. 40 min. W 363 feet to point of beginning. Said property being located in Southeast fourth of Southeast fourth Section 10 and in Northeast fourth of Northeast fourth Section 15, Township 22 North, Range 19 East.

Parcel V: Southeast fourth of Northwest fourth Section 15, Township 22 North, Range 19 East, Coosa County, Alabama. Less and except therefrom the following: The point of beginning being the SW corner of the SE 1/4 of NW 1/4, Section 15, Township 22 North, Range 19 East, Coosa County, Alabama; thence run S 88° 50' 40" E along the half section line, 148.11 feet to an iron pin; thence run N 57° 31' 30" E, 71.17 feet and along the centerline of a spring to an iron pin; thence run along the centerline of spring branch as follows: N 10° 25' 00" E, 114.32 feet, N 48° 50' 15" E, 134.27 feet; N 24° 33' 15" E, 47.0 feet to an iron pin set on the South right of way line of Alabama Highway No. 22; thence run Northwesterly along said right of way, 348 feet, more or less, to an iron pin set on the West boundary of the SE 1/4 of NW 1/4; thence run S 2° 29' 30" W along said boundary 373.83 feet to the point of beginning. The above described is located in the SE 1/4 of NW 1/4, Section 15, Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel B:

Parcel I: A parcel of land lying in the W 1/2 of SW 1/4 of Section 11 and in E 1/2 of SE 1/4 of Section 10, Township 22 North, Range 19 East, particularly described as follows: Said parcel is bounded on the South by the South boundaries of said Section 10 and 11, on the East by the East boundary of W 1/2 of



SW 1/4 of Section 11, on the West by the paved Hissop-Goodwater Road, and on the North by a straight east and west line running from the East boundary of W 1/2 of SW 1/4 of Section 11, to said paved road and being located at such point as to include within these boundaries.

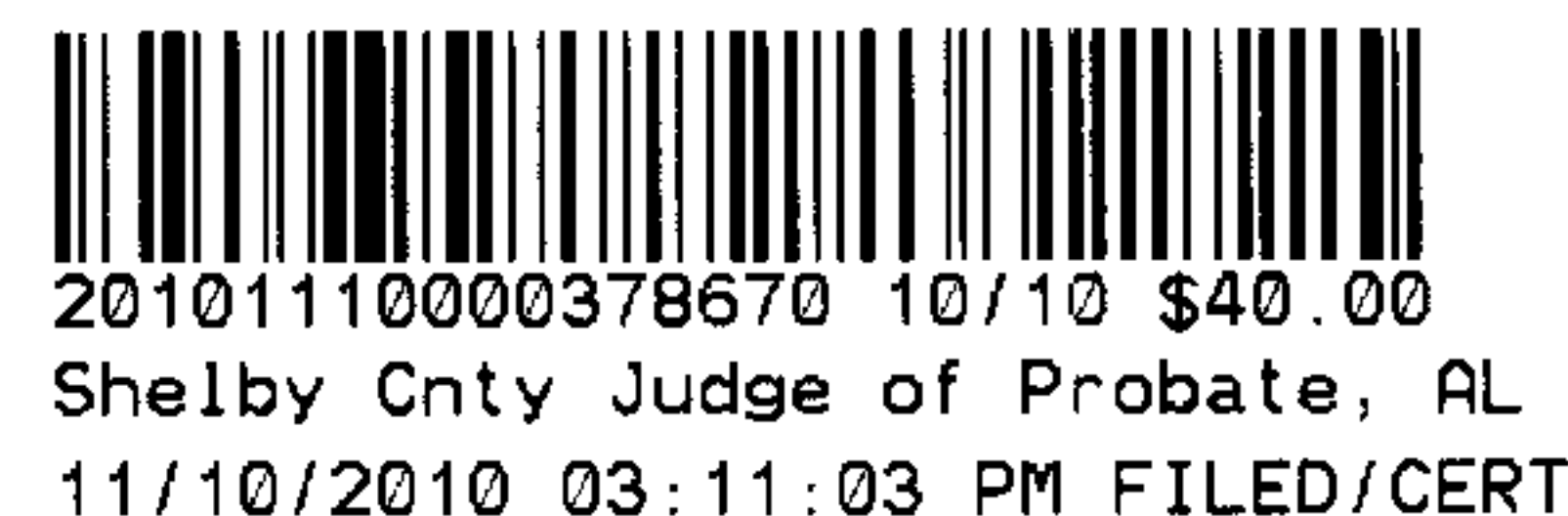
Parcel II: Begin at Triangulation Station, Hissop, Alabama, located in the Church yard of Hissop Methodist Church; thence N 20 deg. 27' W, 215.75 feet to a point; thence N 6 deg. 16' W 358 feet to a fence corner on east right of way of paved county road for the point of beginning of parcel here described; thence in a Northerly direction along East right of way of said county paved road 1055 feet to an iron pin; thence S 1 deg. 26' E 266.25 feet to a point; thence S 26 deg. 21' E, 222.17 feet to an iron pin; thence N 80 deg. 39' E, 354.33 feet to a fence corner; thence S 8 deg. 45' W, 578.75 feet to a fence corner; thence S 79 deg. 40' W 363 feet to the point of beginning. Said property being located in SE 1/4 of SE 1/4 of Section 10 and in NE 1/4 of NE 1/4 of Section 15, Township 22 North, Range 19 East.

Also,

Parcel I: Commence at the Southeast corner of the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed N 00 deg. 52' 10" E along the East boundary of said quarter-quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed N 81 deg. 02' 27" W, along the Southerly right of way of said road 964.69 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 128 at Page 113, said point being the point of beginning. From this beginning point proceed S 00 deg. 34' 37" E, along the West boundary of said referenced property 204.56 feet; thence proceed S 19 deg. 27' 55" W, along the West boundary of said referenced property 173.82 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed N 69 deg. 23' 26" W, along the right of way of said highway 334.29 feet, more or less, to a point on the West boundary of the SE 1/4 of NW 1/4 of said section; thence proceed N 00 deg. 52' 10" E, along the West boundary of said quarter-quarter section 305.81 feet to a point on the Southerly right of way of County Road No. 50; thence proceed S 81 deg. 24' 29" E, along the Southerly right of way of said road 368.25 feet to the point of beginning. The above described land is located in the NE 1/4 of SW 1/4 and the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

Parcel II: Commence at the Southeast corner of the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed N 00 deg. 52' 10" E, along the East boundary of said quarter-quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed N 81 deg. 02' 27" W, along the Southerly right of way of said road 588.64 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama in Deed Book 144 at Page 98; thence proceed S 00 deg. 32' 25" E along the West boundary of said referenced property 205.40 feet to the Northeast corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 104 at Page 195, said point being the point of beginning. From this beginning point proceed S 18 deg. 18' 31" W along the East boundary of said referenced property 249.09 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed S 69 deg. 23' 26" E, along the right of way of said highway 391.91 feet, more or less; to a point that is 283.5 feet perpendicular to the East boundary of the NE 1/4 of SW 1/4 of said section; thence proceed N 00 deg. 52' 10" E parallel to the East boundary of said NE 1/4 of SW 1/4 and the East boundary of the SE 1/4 of NW 1/4 328.10 feet; thence proceed N 81 deg. 02' 27" W, along the Southerly boundary of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 144 at Page 98 for a distance of 300.0 feet to the point of beginning. The above described land is located in the NE 1/4 of SW 1/4 and the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.





## Parcel C:

Southwest fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East; Southeast fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East. Less and except therefrom the following two parcels: (1) One acre, more or less, conveyed by J.A. Smith, III, a widower, to Gloria Higgins by deed dated 11/6/1990, recorded in Deed Book 92, at Page 235 in the Probate Office of Coosa County, Alabama; (2) Four acres, more or less, conveyed by J.A. Smith, III, a widower, to Mary Jones by deed dated 4/4/1995, recorded in Deed Book Book 199, at Page 19 in the Probate Office of Coosa County, Alabama. All that part of North half of Southwest fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, lying East of County Road, Less and Except therefrom the following parcel: One acre, more or less, conveyed by J. A. Smith, III and wife Winifred M. Smith to Henry Mitchell, Jr. by deed dated 6/22/1973 recorded in Deed Book 62, at Page 286 in the Probate Office of Coosa County, Alabama. Southeast fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, Coosa County, Alabama. All of the above lands being located in Coosa County, Alabama.

## Parcel D:

One hundred (100) acres on East side of West half Section 35, Township 22, Range 19 and also, an easement for ingress and egress to a parcel of land containing 100 acres on East side of West half of Section 35, Township 22, Range 19, particularly described as follows: Said easement to be 30 feet in width, and to lie South and East of the following described line: Begin at the point where the South right of way of paved County Road intersects the North boundary line of Northwest fourth of Northeast fourth Section 35, Township 22, Range 19; thence West along North boundary of said Northwest fourth of Northeast fourth to a point 135.8 feet of Northwest corner of said forty; thence S 10 deg. W, 310 feet; thence West 71.3 feet to West boundary of said Northwest fourth of Northeast fourth of said section.

## Parcel E:

Northwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19. Less and except that portion thereof as set forth as the "Less and Except" portion on Exhibit "B" (Parcel 1) as referred to in Deed Book 104, Page 242.

Also,

Southwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19.