20111128000357970 1/6 $122.40
Shelby Cnty Judge of Probate, AL
11/28/2011 02:11:19 PM FILED/CERT

Return to:

BB&T

This Instrument Prepared By
~~And Should Be Returned To~~:]
Angela C Jennings] BB&T
9140537729 09001] PO Box 1290
STATE OF ALABAMA Whiteville, NC 28472
COUNTY OF SHELBY

658036

MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA.

THIS MORTGAGE, made this 8th day of November, 2011, by SAMMY JOE ROBINSON, A married Individual and SANDRA JEAN ROBINSON, A married Individual,

whose address is 2701 COUNTY ROAD 57, VINCENT, AL 35178-0000
(hereinafter referred to as "Mortgagor"), is granted and conveyed to BRANCH BANKING AND TRUST COMPANY (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of North Carolina, whose address is P.O. Box 1290, Whiteville, North Carolina 28472-1290.

☐ THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS PROVIDED IN SECTION 7-9A-334(h) OF THE CODE OF ALABAMA AND SECURES, AMONG OTHER OBLIGATIONS, AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND.

Whereas, SAMMY JOE ROBINSON and SANDRA JEAN ROBINSON (the Borrower if not the Mortgagor) is indebted to Mortgagee, as evidenced by a certain promissory note dated the 8th day of November, 2011 executed in favor of Mortgagee in the principal sum of: SIXTY-THREE THOUSAND SIX HUNDRED DOLLARS & 00/100 Dollars ($ 63,600.00), and any renewals, extensions or modifications thereto, the terms of which are incorporated herein by reference. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes, additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor or Borrower and payable to Mortgagee. All indebtedness secured by this Mortgage shall be due and payable in full as follows: (check if applicable)

☐ On ______________________, 20___. If the box is not checked, then on demand or as otherwise provided in the Note.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof, and

1. All future advances and readvances that may subsequently be made to the Mortgagor or Borrower evidenced by the Note(s) and by all renewals and extensions thereof; and

2. All other indebtedness of Mortgagor or Borrower to Mortgagee, now or hereafter existing, whether direct or indirect, absolute or contingent, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise of all plus interest thereon, all charges and expenses of collection incurred by Mortgagee including Court costs and reasonable attorneys' fees, has granted, bargained, sold, assigned, conveyed and does by these presents grant, bargain, sell, assign and convey unto the Mortgagee, its successors and assigns the following described property:

SEE EXHIBIT A

Mortgagor(s) certify to Mortgagee that the Property ☒ is ☐ is not homestead property of the Mortgagor(s).
Any Mortgagor who has not also executed the Note is executing this Mortgage solely for the purpose of waiving his/her homestead rights, and also acknowledges receipt of good consideration for this waiver.

Together with all and singular improvements thereon and the rights, members, hereditaments and appurtenances to the same belonging or in any way appertaining; all the rents, issues, and profits thereof (provided, however that, unless otherwise agreed, the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described (herein collectively the "Property").

Mortgagor does hereby grant to Mortgagee title to and a security interest in such portions of the Property the security interest in and disposition of which is governed by the Alabama Uniform Commercial Code (the "**Collateral**").

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

PROVIDED, HOWEVER, that these presents are upon the condition that if (i) the Mortgagor shall fully pay or cause to be fully paid to the Mortgagee the principal and interest payable with respect of the indebtedness and the Note, and any extensions, renewals, modifications, substitutions or refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall pay all charges incurred herein by Mortgagee on account of Mortgagor, including, but not limited to, attorneys' fees, and shall pay any and all other indebtedness, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay, and (ii) the Mortgagee shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Note, any other document (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate; if any, as is stated hereinbefore), that he has good, right, and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage. The Mortgagor further covenants to warrant and forever defend title to the premises as herein conveyed unto the Mortgagee, from and against all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor (and where more than one, each jointly and severally) covenants and agrees as follows:

1. That if he is a maker or obligor on the Note(s), he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided. Mortgagor shall timely pay and perform any obligation, covenant or warranty contained not only in this mortgage but also any other mortgage, or writing which gives rise to, or which may constitute a lien upon any of the Property. Upon request of Mortgagee, Mortgagor promptly shall furnish satisfactory evidence of such payment or performance. Mortgagor shall not enter into, terminate, cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee.

2. That this instrument shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebtedness or any part thereof secured hereby.

3. That he will pay as they become due all mortgage loan insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the property hereby mortgaged. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage.

4. That he will keep the Property in as good order and condition as it is now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

5. That he will continuously maintain fire, flood and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property, now or hereafter constructed on the Property, and will pay promptly when due any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, the Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under applicable law. If the Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set forth in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate written notice to Mortgagee, who may make proof of loss if such is not made promptly by the Mortgagor. Each insurer is hereby authorized and directed to make payment for such loss directly and solely to the Mortgagee, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the Property damaged, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

6. That he hereby assigns all the rents, issues, and profits of the Property from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire.

7. That he will pay as they become due the principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien, or security interest having priority over this mortgage as to the Property described herein. If the Mortgagor fails to make any of the payments as provided in this section, Mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage.

8. Mortgagor for itself, its successors, and assigns represents, warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property is presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Mortgagor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (e) Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property; (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Mortgagor shall immediately give the Mortgagee oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws.

The Mortgagor hereby agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, inquiries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of (a) the presence, on, or under, or the escape, spillage, emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Mortgagor, (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect. For purposes of this Mortgage, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Environmental Laws. For the purpose of this Mortgage, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation, or decree regulating, relating to, or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Mortgage or the payment and cancellation of the Note; or if otherwise expressly permitted in writing by the Mortgagee, the sale or alienation of any part of the Property.

9. Mortgagor shall be in default under this Mortgage upon the occurrence of any of the following.

(a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this mortgage, in the Note(s) or other document executed in connection herewith, or in any other note of Mortgagor or Borrower to Mortgagee or any contract between Mortgagor and Borrower and Mortgagee; or in any contract between any third party and Mortgagee made for the benefit of Mortgagor; or

(b) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor or Borrower in connection with this transaction proving to have been false in any material respect when made or furnished; or

(c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, filing of a bankruptcy petition by or against, or the inability to pay debts in the ordinary course of business of the Mortgagor or Borrower or any co-maker, endorser, guarantor or surety for Mortgagor; or

(e) Failure of a corporate Mortgagor or co-maker, endorser, guarantor or surety for Mortgagor to maintain its corporate existence in good standing; or

(f) Upon the entry of any monetary judgement of the assessment or filing of any tax lien against Mortgagor; or upon the issuance of any writ of garnishment or attachment against any property, debts due or rights of Mortgagor; or

(g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Mortgagor, without Mortgagee's prior written consent; or

(h) If Mortgagee should otherwise deem itself, its security interest, the Property or the indebtedness evidenced by the Note(s) unsafe or insecure; or should Mortgagee otherwise believe that the prospect of payment or other performance is impaired.

10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note(s) secured hereby. If there is a default in any of the terms, conditions or covenants of this mortgage or of any of the Note(s) secured hereby, then at the option of the Mortgagee, and without prior notice to the Mortgagor, all sums then owing by the Mortgagor or any other obligor on the Note(s) to the Mortgagee shall become immediately due and payable, the Mortgagee may in addition pursue all other rights and remedies available against any Mortgagor or any borrower or other obligor under the Note(s) under applicable provisions of Alabama Law and of any other law governing the Note(s). This Mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation evidenced by the Note(s) or any document executed in connection therewith, notwithstanding the sale or release of any or all of the Property, the assumption by another party of Mortgagor's obligations under the Note(s) or this mortgage, the forbearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s) and secured by this mortgage. None of the foregoing shall in any way affect the full force and effect of this Mortgage or impair the Mortgagee's right to any other remedies against the Mortgagor or any other obligors under the Note(s). Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate maturity of the indebtedness evidenced by the Note(s) secured hereby. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this mortgage, or in any of the Note(s) or any other document related thereto.

11. Power of Sale. If an event of default shall have occurred, Mortgagee may sell the Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Property so purchased. Mortgagee may bid at said sale and purchase the Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The provisions of this paragraph shall apply with respect to Mortgagee's enforcement of rights or interests in personal property which constitutes Property hereunder.

12. Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant this paragraph, or any sale pursuant to the Rights of a Secured Party Paragraph, shall be applied as follows: (a) First, to the costs and expenses of advertising, selling and conveying the Collateral or the Property (as the case may be) including a reasonable attorneys' fee for such service as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage; (b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, as applicable, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note, such repayment to be applied in the manner determined by Mortgagee; (c) Third, to the payment of the indebtedness secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Document, as applicable, whether or not all of such indebtedness is then due; (d) Fourth, the balance, if any, shall be paid as provided by law.

13. Rights of a Secured Party. Upon the occurrence of an event of default, the Mortgagee, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, the other Document, or under applicable law, may immediately and without demand exercise any and all of the rights of a secured party upon default under the Alabama Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation:

(a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Mortgagor and without any liability for rent, storage, utilities or other sums;

(b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give to Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Mortgagor agrees shall be reasonable notice of any sale or disposition of the Collateral; and

(c) The right to require Mortgagor, upon request of Mortgagee, to assemble and make the Collateral available to Mortgagee at a place reasonably convenient to Mortgagor and Mortgagee; and

To effectuate the rights and remedies of the Mortgagee upon default, Mortgagor does hereby irrevocably appoint Mortgagee attorney-in-fact for Mortgagor, with full power of substitution to sign, execute and deliver any and all instruments and documents and do all acts and things to the same extent as Mortgagor could do, and to sell, assign, and transfer the Collateral to Mortgagee or any other party. Such appointment shall constitute a power coupled with an interest and shall remain effective as long as any indebtedness or obligation secured by this Mortgage remains outstanding, and shall survive the Mortgagors' disability.

14. WAIVER OF EXEMPTION. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Property be set off against any part of the indebtedness secured hereby. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.

15. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The liability of the Mortgagor hereunder shall, if more than one, be joint and several. The designations "corporate", "corporation", and "partnership" include limited liability companies and limited liability partnerships.

This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

If Mortgagor is an Individual:

SAMMY JOE ROBINSON

[signature] (SEAL)

SANDRA JEAN ROBINSON

[signature] (SEAL)

2

_______________ (SEAL)

For Individual:

STATE OF ALABAMA

COUNTY OF ST CLAIR

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that SAMMY & SANDRA ROBINSON, 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand this 8th day of NOVEMBER 11

[NOTARIAL SEAL]

AMANDA HANKS NOTARY PUBLIC ALABAMA STATE AT LARGE

[signature]
Notary Public

My Commission Expires 4-30-2013

My commission expires: _______________

1463AL (1003)

20111128000357970 5/6 $122.40
Shelby Cnty Judge of Probate, AL
11/28/2011 02:11:19 PM FILED/CERT

EXHIBIT A

The following described real estate, situated in Shelby County, Alabama, to-wit:

PARCEL TWO:

A parcel of land located in the South Half of the Northwest Quarter of Section 23, and in the Southeast quarter of the Northeast quarter of Section 22, all in Township 18 South, Range 2 East, Shelby County, Alabama, and being more particularly as follows:

Commencing at a 1-1/2 in. iron bar representing the Southwest corner of said Section 23; thence run northerly along the monumented West line of said Section 23 for 2,699.26 feet to the point of beginning of the parcel herein described; thence run easterly, forming a right deflection angle of 94 degrees 06 minutes 40 seconds for 621.65 feet to a 1-1/2 in. iron on the top of a ridge known as Hog Mountain; thence run northeasterly, forming an interior angle of 118 degrees 00 minutes 39 seconds along said ridge top for 198.67 feet to a 1/2 in. rebar; thence run northeasterly, forming a right deflection angle of 12 degrees 56 minutes 22 seconds along said ridge top for 221.55 feet to a 1/2 in. rebar; thence run northerly, forming an interior angle of 179 degrees 55 minutes 08 seconds for 178.30 feet to a 1/2 in. rebar; thence run northerly, forming a left deflection angle of 41 degrees 07 minutes 50 seconds for 428.89 feet; thence run northeasterly forming a right deflection angle of 49 degrees 51 minutes 33 seconds for 466.00 feet to the point of intersection with the West right of way of Shelby County Road No. 57 (a.k.a. Simmons Mill Road); thence run northwesterly, forming an interior angle of 78 degrees 54 minutes 01 seconds along said right of way for 86.62 feet to the beginning of a curve to the right with a radius of 507.79 feet and a central angle of 12 degrees 28 minutes 44 seconds; thence run northwesterly along the West right of way in the described curve, forming a right deflection angle of 07 degrees 07 minutes 35 seconds to the chord for a chord distance of 110.44 feet; thence run westerly forming an interior angle of 120 degrees 04 minutes 24 seconds for 250.00 feet; thence run southwesterly, forming a left deflection angle of 34 degrees 12 minutes 30 seconds for 280.30 feet; thence run westerly, forming a right deflection angle of 35 degrees 58 minutes 06 seconds for 299.93 feet; thence run northwesterly, forming a right deflection angle of 14 degrees 15 minutes 39 seconds for 537.61 feet; thence run northerly, forming a right deflection angle of 84 degrees 10 minutes 12 seconds for 210.55 feet to a 1/2 in. rebar in a rock pile representing the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 23; thence run southwesterly along the monumented Northwest line of the Southeast diagonal half of the Southeast Quarter of the Northeast Quarter, forming an interior angle of 46 degrees 15 minutes 46 seconds for 1,659.97 feet to an iron in a rock pile representing the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 22; thence run easterly forming an interior angle of 47 degrees 50 minutes 54 seconds for 1,202.45 feet to the point of beginning, forming an interior closure angle of 180 degrees 00 minutes 00 seconds.

PARCEL THREE:

A parcel of land located in the South half of the Northwest Quarter of Section 23, Township 18 South, Range 2 East, Shelby County, Alabama, and being more particularly described as follows:

Commencing at a 1-1/2 in. iron bar representing the Southwest corner of said Section 23; thence run northerly along the monumented West line of said Section 23 for 2,699.26 feet; thence run easterly, forming a right deflection angle of 94 degrees 06 minutes 40 seconds for 621.65 feet to a 1-1/2 in .iron on the top of a ridge known as Hog Mountain; thence run northeasterly, forming a left deflection angle of 61 degrees 59 minutes 21 seconds, along said ridge top for 198.67 feet; thence run northeasterly forming a right deflection angle of 12 degrees 56 minutes 22 seconds along said ridge top for 221.55 feet; thence run northeasterly, forming a left deflection of 00 degrees 04 minutes 52 seconds for 178.30 feet to the point of beginning of the parcel herein described; thence run northeasterly, forming a right deflection angle of 17 degrees 48 minutes 44 seconds for 118.59 feet; thence run northeasterly forming a right deflection angle of 09 degrees 30 minutes 29 seconds for 101.56 feet; thence run northeasterly, forming a right deflection angle of 04 degrees 49 minutes 55 seconds for 101.31 feet; thence run northeasterly, forming a left deflection angle of 05 degrees 34 minutes 00 seconds for 390.31 feet; thence run northeasterly, forming a left deflection angle of 19 degrees 08 minutes 09 seconds for 137.00 feet to the point of intersection with the curving West right of way of Shelby County Road No. 57 (a.k.a. Simmons Mill Road); thence run northwesterly, forming a left deflection angle of 91 degrees 15 minutes 49 seconds, along said curving right of way through a curve having a radius of 726.79 feet and a central angle of 17 degrees 06 minutes 46 seconds for a chord distance of 216.27 feet; thence run northwesterly, forming an interior angle of 171 degrees 26 minutes 37 seconds for 325.92 feet; thence run southwesterly, forming an interior angle of 101 degrees 05 minutes 59 seconds for 466.00 feet; thence run southerly forming an interior angle of 130 degrees 08 minutes 27 seconds for 428.89 feet to the point of beginning, forming an interior closure angle of 58 degrees 56 minutes 31 seconds.

This being the same property conveyed to SAMMY JOE ROBINSON AND SANDRA JEAN ROBINSON, dated 12/16/2005 and recorded in Instrument No. 20061011000503350, in the Shelby County Recorders Office.

Parcel Numbers: 05-5-22-0-000-002-001 and 05-6-23-0-000-004.002