


This instrument prepared by:
Marcus L. Hunt
Duell | Hunt, LLC
2803 Greystone Commercial Blvd. #12
Birmingham, AL 35242


20131002001072520 1/18
Bk: LR201318 Pg:16852
Jefferson County, Alabama
I certify this instrument filed on:
10/02/2013 11:37:41 AM XFRL
Judge of Probate- Alan L. King

STATE OF ALABAMA)
COUNTY OF JEFFERSON)
COUNTY OF SHELBY)

ASSIGNMENT OF RENTS AND LEASES

19 THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") made as of the day of September, 2013, by **PEAK, INC.**, an Alabama corporation (the "Borrower"), to **COMPASS BANK**, an Alabama banking corporation (the "Lender").


RECITALS:

This Assignment is made as additional security for the payment of indebtedness due or to become due from time to time by the Borrower, to Lender in the principal amount of up to of **Two Million Nine Hundred Thirty-five Thousand and No/100 Dollars (\$2,935,000.00)** (the "Loan"), with interest thereon as evidenced by those certain Promissory Note of even date herewith in said amount (as amended, modified, or restated the "Note") executed and delivered by Borrower to Lender, and as additional security for the full and faithful performance by Borrower of all the terms and conditions of the Note, all obligations pursuant to the Loan Documents, as defined in the Note and a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") executed and delivered by Borrower or for the benefit of Lender with respect to the property described in Exhibits A, B, C, D E, F, G & H in order to secure the payment of the Note, and all other obligations pursuant to documents now or hereafter executed by Borrower in connection with the Loan. The Borrower will benefit from the Loan. The Borrower has executed this Assignment to secure the Loan and Note.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and as an inducement to the Lender to make the Loan to Borrower does hereby sell, assign, transfer and set over unto Lender, its successors and assigns, all of Borrower's interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the property described in Exhibits A, B, C, D & E attached hereto, and the improvements now or hereafter located thereon, including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of said leases and agreements.

Borrower agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of, any part of said property.


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Borrower further agrees that it will not assign the rent or any part of the rent of said property, nor collect rents under any leases or other agreements relating to use of any part of the property, for a period further in advance than one (1) month without the written consent of the Lender, nor do any other act whereby the lien of the Mortgage or this Assignment may, in the reasonable opinion of the Lender, be impaired in value or quality.

Borrower agrees that it has not and will not enter into any lease except as expressly permitted by the Construction Loan Agreement.


Borrower further agrees that this Assignment is to remain in full force and effect until such time as the Note and all other obligations secured hereby are paid in full.

Although it is the intention of the parties that this instrument be a present assignment, it is expressly understood and agreed by Borrower and Lender that said Borrower reserves, and is entitled to collect, said rents, income and profits upon, but not more than one (1) month in advance of, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until the occurrence of an Event of Default pursuant to (and as defined in) the Note or the Mortgage, or until the violation of any term, condition or agreement of this Assignment which is not cured within thirty (30) days of written notice of such violation from Lender to Borrower which shall be given and deemed received when sent in the manner set forth in the Mortgage, each of which shall constitute an "Event of Default" hereunder. Upon an Event of Default, Borrower's privilege to collect the rents shall automatically terminate.

Borrower does hereby authorize and empower Lender to collect directly from the lessees, upon demand, after any Event of Default hereunder, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of said property, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Borrower hereby authorizes and directs the lessees under leases to pay to Lender all rents and other sums as the same become due, upon notice from Lender that an Event of Default has occurred hereunder. Any lessee making such payment to Lender shall be under no obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

Any amount received or collected by Lender by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Lender:

1. to the payment of all necessary expenses for the operation, protection and preservation of the property, including the usual and customary fees for management services;
2. to the payment of taxes and assessments levied and assessed against the property as said taxes and assessments become due and payable;
3. to the payment of premiums due and payable on any insurance policy related to the property;


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4. to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of the Note whether by acceleration or otherwise;

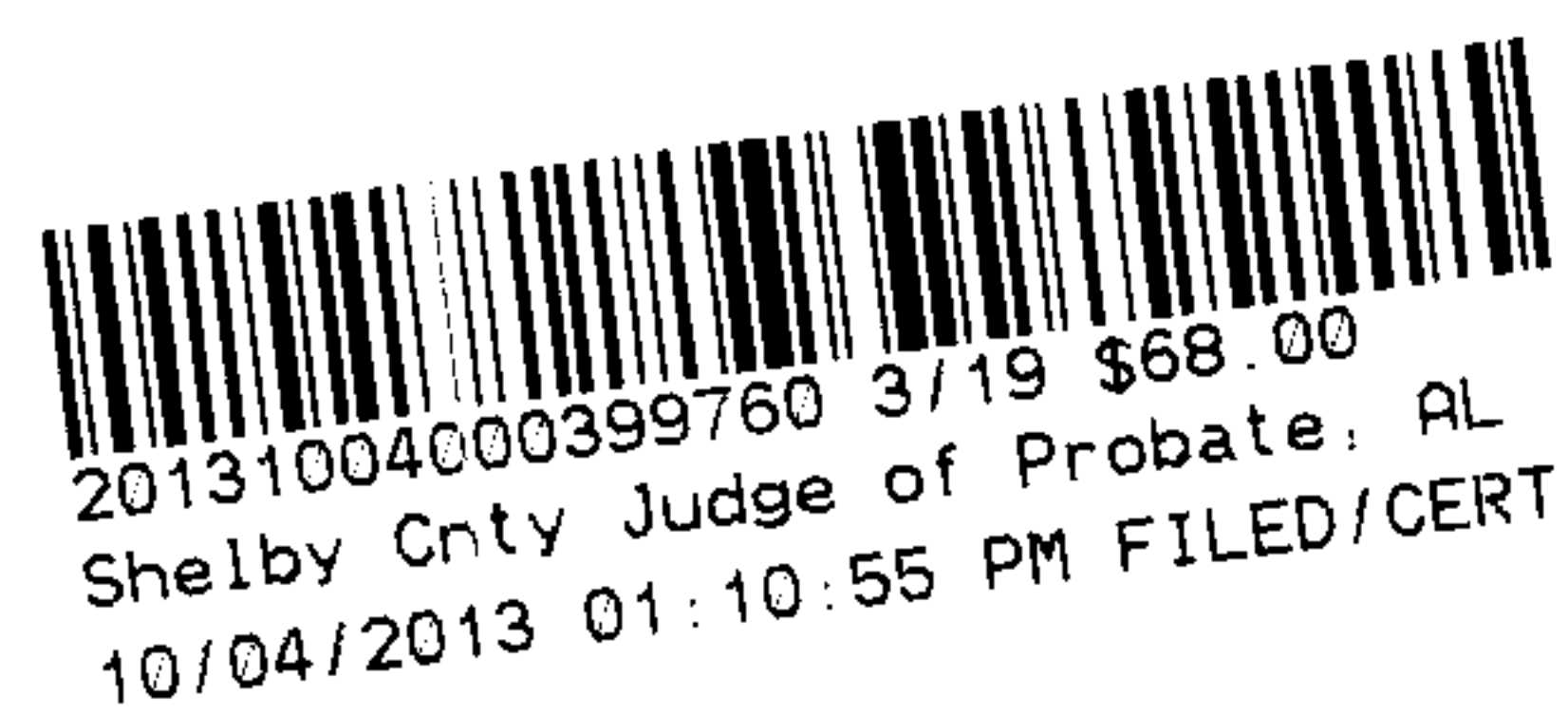
5. to the payment of any other sums secured hereby, including amounts due under the Mortgage and Loan Agreement, and

6. the balance remaining after payment of the above shall be paid to the then owner of record of said property.

Borrower hereby agrees to indemnify Lender for, and to save it harmless from, any and all liability, loss or damage which Lender might incur under said leases or by virtue of this Assignment, as a result of any act, or failure to act, prior to Lender becoming a mortgagee in possession and prior to foreclosure, and from any and all claims and demands whatsoever which may be asserted against Lender thereunder or hereunder, and, without limiting the generality of the foregoing, covenants that this Assignment shall not operate (prior to Lender becoming a mortgagee in possession and prior to foreclosure) to place responsibility for the control, care, management or repair of said property upon Lender, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate (prior to Lender becoming a mortgagee in possession and prior to foreclosure) to make Lender responsible or liable for any waste committed on the property by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

The terms "Note" and "Mortgage" shall refer to such instruments as they may hereafter be amended by Borrower and Lender. This Assignment shall be binding upon the Borrower, its successors and assigns and subsequent owners of the property, or any part thereof, and shall inure to the benefit of Lender, its successors and assigns and any holder of the Note.

BORROWER WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THIS ASSIGNMENT AND ANY OTHER LOAN DOCUMENTS. BORROWER CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER OR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF THE JURY TRIAL PROVISION. BORROWER ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO MAKE THE LOAN SECURED HEREBY IN PART BY THE PROVISIONS OF THIS WAIVER.



IN WITNESS WHEREOF, the Borrower has caused this Assignment to be executed effective as of the day and year first above written.

BORROWER:

PEAK, INC.

an Alabama corporation

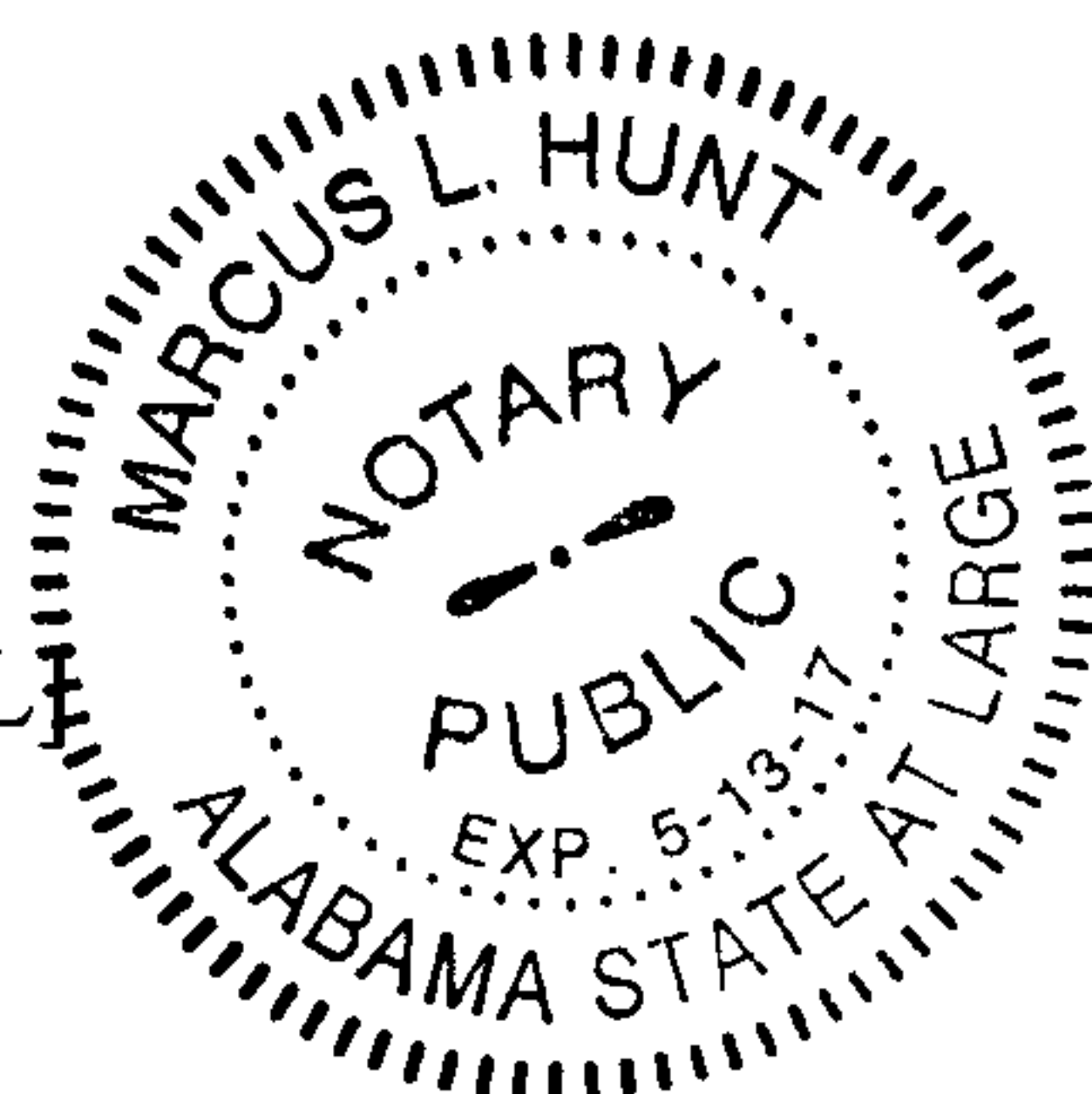
By: [Signature]
Print Name: Mark W. Bond
Its: President

STATE OF ALABAMA)
)
Shelby COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that mark Bond, as president of Peak, Inc., an Alabama corporation, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19th day of September, 2013.

[NOTARIAL SEAL]



[Signature]
Notary Public

My commission expires: 5/13/17

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EXHIBIT "A"

Lot 3, according to the Trussville Marketplace Survey, as recorded in Map Book 187, Page 67, in the Probate Office of Jefferson County, Alabama.

Subject to:

- i) taxes for the year 2013 a lien but not yet payable'
- ii) restrictions created under that certain Lease Agreement with Harco, Inc recorded in Instrument No 9709/6921;
- iii) declaration of easement as recorded in Instrument 9706/5569;
- iv) Easement as reserved in deed recorded in Instrument 9706/5571;
- v) Right of way granted to Alabama Power Company as set out in instrument recorded in Volume 1852, page 9, Instrument 9712/3394, and Instrument 9802/2049;
- vi) Restrictions appearing of record in Instrument 9613/5592, amended in Instrument 9812/2380, 9613/5593, and map book 187, page 67; and
- vii) Proposed easement for ingress and egress as shown on Map Book 187, page 67.



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EXHIBIT "B"

A parcel of land located in the NW ¼ of the SE ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SW ¼ of Section 31, Township 19 South, Range 2 West; thence run in a Westerly direction along the Northern line of said ¼ section for a distance of 301.28 feet; thence turn an angle to the left of 51° 49' 38" and run in a Southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15° 42' 53" and run in a Southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102° 10' 58" and run in a Southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13° 53' 06" and run in a Southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 03° 06' 00" and run in a Southeasterly direction for a distance of 201.40 feet; thence run an angle to the right of 03° 14' 59" and run in a Southeasterly direction for a distance of 584.70 feet to the point of beginning; from the point of beginning thus obtained, thence continue same Southeasterly direction for a distance of 309.49 feet to the Northwestern right of way line of Alabama Highway No. 119; thence turn an angle to the left of 93° 41' 50" and run in a Northeasterly direction along said right of way for a distance of 175.96 feet; thence turn an angle to the left of 87° 58' 14" and run in a Northwesterly direction for a distance of 308.60 feet; thence turn an angle to the left of 91° 53' 48" and run in a Southwesterly direction for a distance of 166.94 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING PROPERTY:

A part of the SW ¼ of the SE ¼, Section 31, Township 19 South, Range 2 West, identified as Tract No. 9 on Project No. STPAA-7136(1) in Shelby County, Alabama, and being more fully described as follows:

Commencing at the Southwest corner of said SW ¼ of the SE ¼; thence North along the West line of said SW ¼ of the SE ¼ a distance of 923 feet, more or less, to the present North right of way line of Alabama Highway 119; thence Northeasterly along said right of way line a distance of 96 feet, more or less, to the Northeast property line and the point of beginning of the property herein to be conveyed; thence Northeasterly a distance of 175 feet, more or less, to the East property line; thence Northwesterly along said east line a distance of 30 feet, more or less, to a point that is 70 feet Northwesterly of and at right angles to the centerline of said project; thence Southwesterly a distance of 175 feet, more or less, to the West property line; thence Southeasterly a distance of 30 feet, more or less, to the point of beginning.

SUBJECT TO:

- i) taxes for the year 2013, a lien but not yet due or payable;
- ii) easement to City of Pelham as recorded in Real 143, page 341; and
- iii) Declaration of easements, Covenants, and Restrictions appearing of record in Instrument 1994-8120 and refiled as Instrument 1994-10053



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EXHIBIT "C"

Lot 1, according to the Survey of Express Oil Survey, as recorded in Map Book 180, Page 32, in the Probate Office of Jefferson County, Alabama.

LESS AND EXCEPT that part conveyed to the State of Alabama by deed recorded in Instrument 200462/6303, being more particularly described as follows:

A part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 19 South, Range 3 West, Jefferson County, Alabama, identified as Tract No. 16, Project No. ST-659(16), more particularly described as follows: A part of Lot No. 4, according to the Survey of A.P.E.C. Addition to Lake Crest, as recorded in Map Book 32, Page 46, in the Probate Office of Jefferson County, Alabama, Bessemer Division, described as: Commencing at the NE corner of said Lot No. 4; thence Southeasterly along the Northeast boundary of said Lot No. 4 a distance of 88.603 meters to a point on the required right of way line that is offset 15.0 meters and perpendicular to the Project centerline, the point of beginning; thence continue Southeasterly along the Northeast boundary of said Lot No. 4 (the Northeast property line) a distance of 2.837 meters to the present Northwest right of way line of Alabama Hwy 150; thence Southwesterly along said present Northwest right of way line a distance of 36.460 meters to the Southwest boundary of said Lot No. 4 (the Southwest property line); thence Northwesterly along said Southwest boundary line a distance of 2.837 meters to a point on the required right of way line (said point offset 15.0 meters and perpendicular to said Project centerline); thence Northeasterly along said required right of way line, parallel with said Project centerline, a distance of 36.460 meters to the point of beginning.

SUBJECT TO:

- i) taxes for the year 2013 a lien but not yet payable;
- ii) right of way granted to Jefferson County, Alabama for sanitary sewer service as recorded as Instrument 200360/5759;
- iii) common driveway agreement as recorded in Instrument No 9501/1693; and
- iv) Right of way as set out in Volume 245, page 513 and Volume 333, page 14.

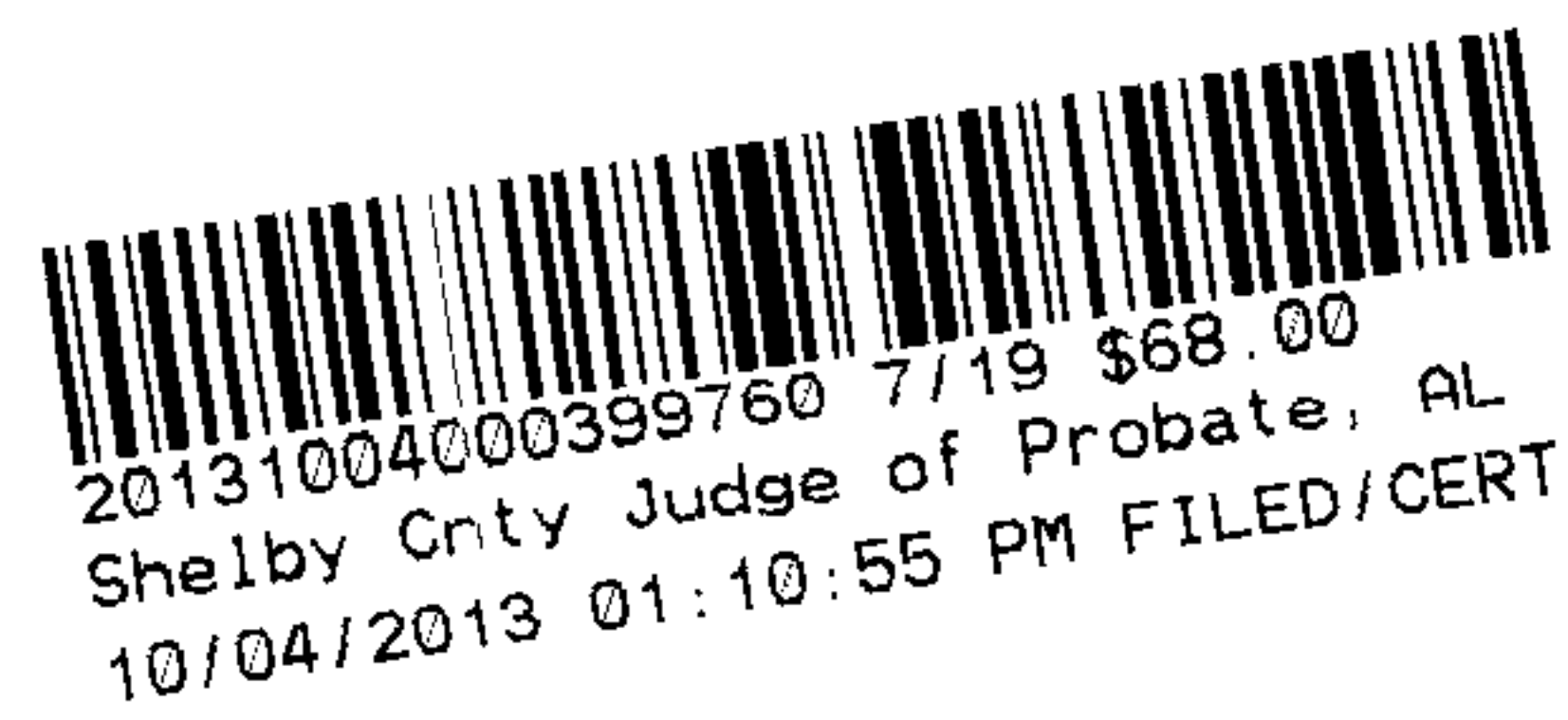


EXHIBIT "D"

Parcel II:

Lots 7 and 8, Block 1, Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the Probate Office of Jefferson County, Alabama, less and except the following described real property: that portion of Lot 7, Block 1, Glass's Second Addition to New Merkle, beginning at the Southeast corner of Lot 7, Block 1, Glass's Second Addition to New Merkle, thence West 140.3 feet to the Southwest corner of said Lot 7; thence North along the West line of said Lot 7 twenty-four (24) feet; thence East to the East line of said Lot 7, at a point two (2) feet North of the Southeast corner of said Lot 7; thence South along the East line of said Lot 7, two (2) feet to the point of beginning.

Subject to:

- i) Taxes and assessments for the year 2013, a lien, but not yet payable;
- ii) Right of Way to Alabama Power Company recorded in Volume 5890, at Page 578;
- iii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Volume 4444, Page 124; and
- iv) Easements and building lines as shown on recorded map.

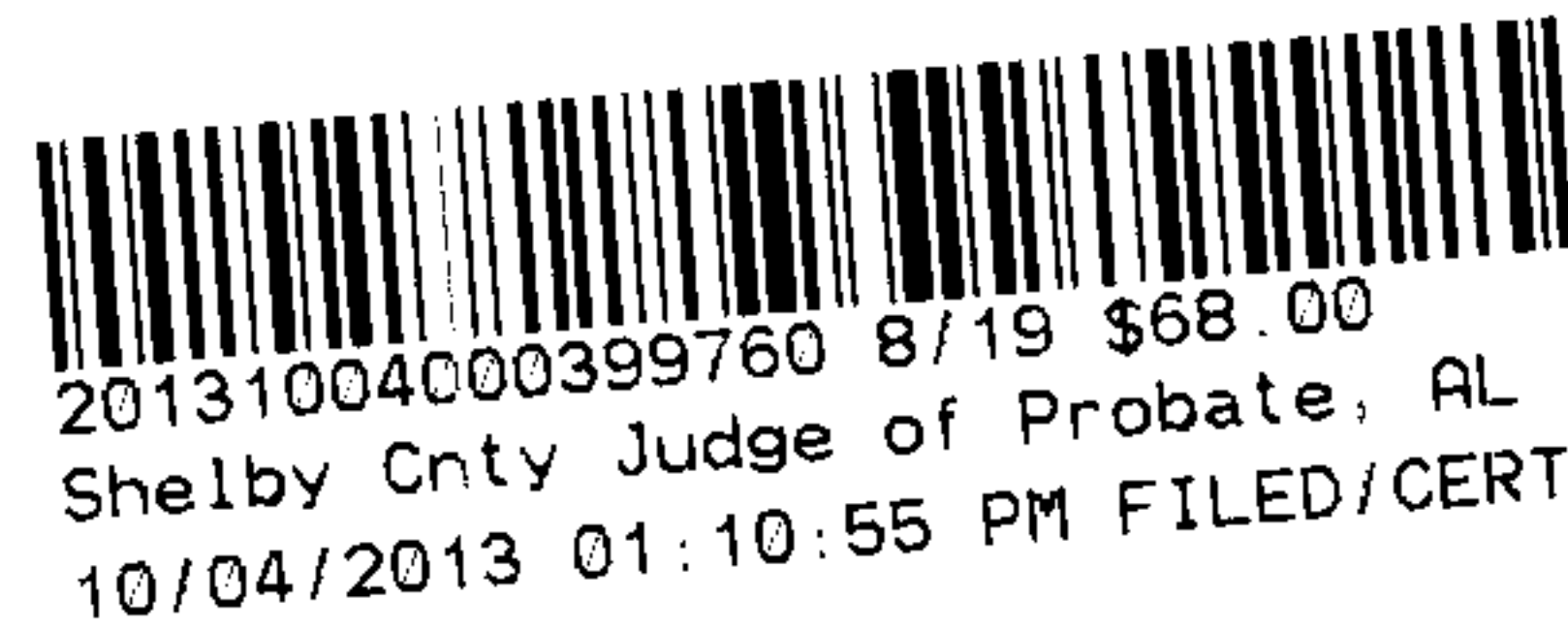


EXHIBIT "E"

PARCEL I:

Lot 2-A, according to the Map of Taco Bell's Restaurant No.2, as recorded in Map Book 27, Page 70, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

PARCEL II:

A private, permanent, non-exclusive easement for vehicular and pedestrian access, egress and ingress for the benefit of Lot 2-A as created by that certain deed with grant of easements and reservations of easements and covenants as recorded in Bessemer Real Volume 970, Page 420, over, under and across the following described property:

Commence at the Westernmost lot corner of Lot 2 of the Plat, said point also being on the Northeasterly right of way line of Aaron Aronov Drive (Jefferson County Road 65; right of way width; 100 feet); thence run Northeasterly along the common lot line of said Lot 2 and Lot 2A of the Plat for a distance of 161.06 feet to the point of beginning; thence continue Northeasterly along said common lot line for a distance of 28.94 feet to the Easternmost corner of Lot 2A of the Plat; thence leaving said common lot line, deflect 79° 13' 11" to the right and run Southeasterly for a distance of 91.24 feet to a point on the Eastern lot line of said Lot 2 and on the Westerly right of way line of Vinesville Road (right of way width; 100 feet), said point being on a nontangent curve to the left having a central angle of 2° 22' 30" and a radius of 1,005.37 feet and a chord of 41.67 feet which deflects 55° 28' 15" to the right from the previous course; thence run Southerly along said lot line and along said curve for an arc distance of 41.67 feet; thence leaving said right of way line, deflect 88° 48' 41" to the right, from chord, and run Westerly through the interior of said Lot 2 for a distance of 11.62 feet; thence deflect 42° 14' 42" to the right and run Northwesterly through the interior of said Lot 2 for a distance of 111.65 feet to the point of beginning.

SUBJECT TO:

- i) taxes for 2013, a lien but not yet payable;
- ii) title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Bessemer Volume 326, page 562 and Bessemer Real Volume 576, page 391;
- iii) easement/right of way granted to Alabama Power Company recorded in Bessemer Real Volume 188, page 638 and 647 and Bessemer Real Volume 189, page 559;
- iv) easement as recorded in Bessemer Real Volume 836, page 479;
- v) restrictions appearing of record in Bessemer Real Volume 970, page 413;
- vi) easements, terms and conditions, covenants and restrictions as set out in Deed recorded in Bessemer Real Volume 970, page 420;
- vii) easements as shown on record maps;
- viii) Exxon Access Agreement recorded in real Volume 1080, page 483 (Parcel II);
- ix) Restrictions, conditions and release of damages as described in deed between TBLD Corporation and Peak, Inc as recoded in Instrument 200361/9385; and
- x) Grant of limited purpose easement as recorded in Instrument 200361/9389.

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EXHIBIT "F"

5315 Highway 280, Birmingham, Alabama 35243



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EXHIBIT "G"

1790 Ashville Road, Leeds, Alabama 35094

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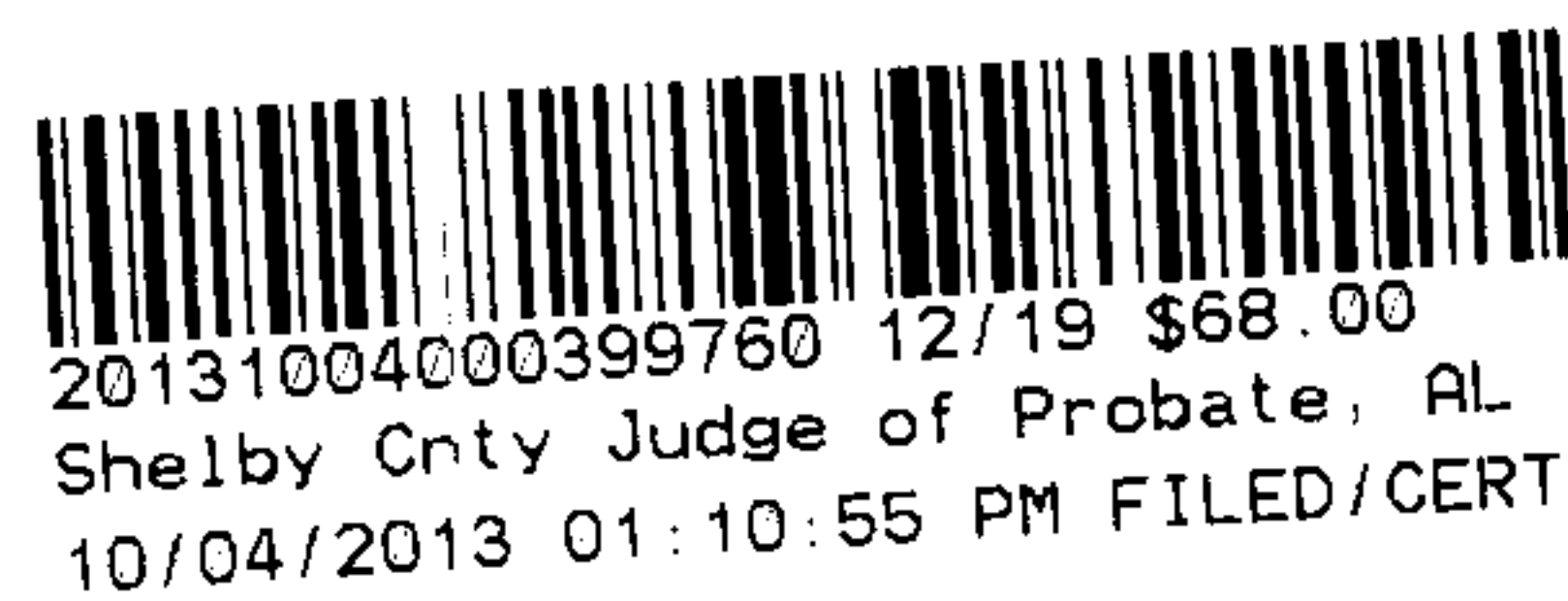
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EXHIBIT "H"

LEASE AGREEMENTS

The following lease agreements are a part of the Assignment of Rents & Leases:

- H1.** Trussville Location – Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H2.** Oak Mountain Location – Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H3.** Highway 150 Location - Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H4.** Cahaba Heights Location - Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H5.** Fairfield Location - Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H6.** Brook Highland Location - Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.
- H7.** Leeds Location - Lease dated May 31, 2005 between Peak, Inc. and Express Oil Change, L.L.C.



H1

Trussville #2 (Main Street)

Leased from Peak, Inc.

Lot 3, according to the Survey of Trussville Marketplace, as recorded in Map Book 187, Page 67, in the Probate Office of Jefferson County, Alabama.



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Cahaba Valley Road/Hwy 119 (Oak Mtn)**Lease from Peak, Inc.**

A parcel of land located in the NW ¼ of the SE ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SW ¼ of Section 31, Township 19 South, Range 2 West; thence run in a Westerly direction along the Northern line of said ¼ Section for a distance of 301.28 feet; thence turn an angle to the left of 51° 49' 38" and run in a Southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15° 42' 53" and run in a Southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102° 10' 58" and run in a Southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13° 53' 06" and run in a Southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 03° 06' 00" and run in a Southeasterly direction for a distance of 201.40 feet; thence run an angle to the right of 03° 14' 59" and run in a Southeasterly direction for a distance of 584.70 feet to the point of beginning; from the point of beginning thus obtained, thence continue same Southeasterly direction for a distance of 309.49 feet to the Northwestern right of way line of Alabama Highway No. 119; thence turn an angle to the left of 93° 41' 50" and run in a Northeasterly direction along said right of way for a distance of 175.96 feet; thence turn an angle to the left of 87° 58' 14" and run in a Northwesternly direction for a distance of 308.60 feet; thence turn an angle to the left of 91° 53' 48" and run in a Southwesterly direction for a distance of 166.94 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except the following property: A part of the SW ¼ of the SE ¼ Section 31, Township 19 South, Range 2 West, identified as Tract No. 9 on Project No. STPAA-7136(1) in Shelby County, Alabama, and being more fully described as follows: Commencing at the Southwest corner of said SW ¼ of the SE ¼; thence north along the West line of said SW ¼ of the SE ¼ a distance of 923 feet, more or less, to the present north right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 96 feet, more or less, to the northeast property line and the point of beginning of the property herein to be conveyed; thence northeasterly a distance of 175 feet, more or less, to the east property line; thence northwesterly along said east line a distance of 30 feet, more or less, to a point that is 70 feet northwesterly of and at right angles to the centerline of said project; thence southwesterly a distance of 175 feet, more or less, to the west property line; thence southeasterly a distance of 30 feet, more or less, to the point of beginning.

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Highway 150 Bessemer Division**Leased from Peak, Inc.**

Lot 1, according to the Survey of Express Oil Survey, as recorded in Map Book 180, Page 32, in the Probate Office of Jefferson County, Alabama.

LESS AND EXCEPT that part conveyed to the State of Alabama by deed recorded in Instrument 200462/6303, being more particularly described as follows:

A part of the NW ¼ of the SW ¼ of Section 28, Township 19 South, Range 3 West, Jefferson County, Alabama, identified as Tract No. 16, Project No. ST-659(16), more particularly described as follows: A part of Lot No. 4, according to the Survey of A.P.E.C. Addition to Lake Crest, as recorded in Map Book 32, Page 46, in the Probate Office of Jefferson County, Alabama, Bessemer Division, described as: Commencing at the NE corner of said Lot No. 4; thence southeasterly along the northeast boundary of said Lot No. 4 a distance of 88.603 meters to a point on the required right of way line that is offset 15.0 meters and perpendicular to the Project centerline, the point of beginning; thence continue southeasterly along the northeast boundary of said Lot No. 4 (the northeast property line) a distance of 2.837 meters to the present northwest right of way line of Alabama Hwy 150; thence southwesterly along said present northwest right of way line a distance of 36.460 meters to the southwest boundary of said Lot No. 4 (the southwest property line); thence northwesterly along said southwest boundary line a distance of 2.837 meters to a point on the required right of way line (said point offset 15.0 meters and perpendicular to said Project centerline); thence northeasterly along said required right of way line, parallel with said Project centerline, a distance of 36.460 meters to the point of beginning.



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Cahaba Heights (#1)

Fee leased from Kenneth S. Jones and Barbara W. Jones by and Assignment an Assumption Agreement from Peak, Inc. The leasehold improvements located on this property was leased from Peak, Inc. to Express Oil Change, L.L.C. by a Lease Agreement dated May 31, 2005.

Lot 6, Block 1, according to the Survey of Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the Probate Office of Jefferson County, Alabama.

ALSO, part of Lot 7, Block 1, according to the Survey of Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the Probate Office of Jefferson County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of Lot 7, in Block 1; thence run West for a distance of 140.3 feet to the Southwest corner of Lot 7; thence run North along West line of Lot 7 for a distance of 24 feet; thence East to the East line of Lot 7 to a point 2 feet North of the Southeast corner of Lot 7; thence South along the East lot line of Lot 7 for a distance of 2 feet to the point of beginning.

Cahaba Heights (#2)

Fee and all improvements located on this property leased from Peak, Inc. to Express Oil Change, L.L.C. by a Lease Agreement dated May 31, 2005.

Lots 7 and 8, Block 1, according to the Survey of Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the Probate Office of Jefferson County, Alabama, less and except the following described real property: that portion of Lot 7, Block 1, Glass's Second Addition to New Merkle, beginning at the Southeast corner of Lot 7, Block 1, Glass's Second Addition to New Merkle, thence West 140.3 feet to the Southwest corner of said Lot 7; thence North along the West line of said Lot 7 twenty-four (24) feet; thence East to the East line of said Lot 7, at a point two (2) feet North of the Southeast corner of said Lot 7; thence South along the East line of said Lot 7, two (2) feet to the point of beginning.

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Fairfield BESSEMER DIVISION**Leased from Peak, Inc.****PARCEL I:**

Lot 2-A, according to the Map of Taco Bell's Restaurant No. 2, as recorded in Map Book 27, Page 70, in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.

PARCEL II:

A private, permanent, non-exclusive easement for vehicular and pedestrian access, egress and ingress for the benefit of Lot 2-A as created by that certain deed with grant of easements and reservations of easements and covenants as recorded in Bessemer Real Volume 970, Page 420, over, under and across the following described property:

Commence at the Westernmost lot corner of Lot 2 of the Plat, said point also being on the Northeasterly right of way line of Aaron Aronov Drive (Jefferson County Road 65; right of way width; 100 feet); thence run Northeasterly along the common lot line of said Lot 2 and Lot 2A of the Plat for a distance of 161.06 feet to the point of beginning; thence continue Northeasterly along said common lot line for a distance of 28.94 feet to the Easternmost corner of Lot 2A of the Plat; thence leaving said common lot line, deflect 79° 13' 11" to the right and run Southeasterly for a distance of 91.24 feet to a point on the Eastern lot line of said Lot 2 and on the Westerly right of way line of Vinsville Road (right of way width; 100 feet), said point being on a nontangent curve to the left having a central angle of 2° 22' 30" and a radius of 1,005.37 feet and a chord of 41.67 feet which deflects 55° 28' 15" to the right from the previous course; thence run Southerly along said lot line and along said curve for an arc distance of 41.67 feet; thence leaving said right of way line, deflect 88° 48' 41" to the right, from chord and run Westerly through the interior of said Lot 2 for a distance of 11.62 feet; thence deflect 42° 14' 42" to the right and run Northwesterly through the interior of said Lot 2 for a distance of 111.65 feet to the point of beginning.

B LR 672889 v1
1036663-000023 05/31/05

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H6

Commence at the Southeast corner of Section 31, Township 18 South, Range 1 West; thence run North along the East line of said Section a distance of 1663.70 feet; thence turn left $90^{\circ} 18' 08''$ and run West 533.53 feet; thence turn left $90^{\circ} 00' 00''$ and run South 239.54 feet; thence turn $83^{\circ} 08' 00''$ right and run Westerly along the North right of way line of U.S. Highway 280 24.75 feet to the point of beginning; thence continue Westerly 120.00 feet; thence turn $96^{\circ} 52' 00''$ right and run North 256.70 feet; thence turn $90^{\circ} 00' 00''$ right and run Easterly 119.14 feet; thence turn $90^{\circ} 00' 00''$ right and run South 242.35 feet to the point of beginning. Being situated in Shelby County, Alabama.

Buildings & improvements only. W



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BLR 671317 v1
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H7

Leeds

Leased from Layne J. Lee and Freda J. Lee by and Assignment and Assumption Agreement from Peak, Inc.

Commence at the NE corner of the NW ¼ of the NE ¼ of Section 15, Township 17 South, Range 1 East; thence West along the north line of said ¼ ¼ section 520.75 feet to the Northwestern right of way of Highway #411 and the point of beginning of the tract herein described; thence continue west along said ¼ ¼ line 150.00 feet to a point; thence 72° 46' 07" to the left a southwesterly direction 150.00 feet to a point; thence 107° 13' 53" to the left and parallel with the north line of said ¼ ¼ section 150.00 feet to the northwesterly right of way of Highway 411; thence in a Northerly direction along said right of way 150.00 feet to the point of beginning. Being in a part of the NW ¼ of the NE ¼ of Section 15, Township 17 South, Range 1 East, in the Probate Office of St. Clair County, Alabama.

Building & improvements only. ~~the~~

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Jefferson County, Alabama
10/02/2013 11:37:41 AM XFRL
Fee - \$67.00

Total of Fees and Taxes-\$67 00
LYNN