


THIS INSTRUMENT PREPARED BY:

Central State Bank
11025 Highway 25
Calera, AL 35040-0000

AFTER RECORDING RETURN TO:

Central State Bank
PO Box 180
Calera, AL 35040-0000


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COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on December 28, 2018 between the mortgagor(s) WILLIAM L MARTIN and ELIZABETH EDWARDS MARTIN aka GRACIE ELIZABETH MARTIN, husband and wife, whose address is 444 REDWOOD DR, MONTEVALLO, Alabama 35115 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor owes Lender the principal sum of Forty Thousand Six Hundred Twenty-two and 74/100 Dollars (U.S. \$40,622.74), which is evidenced by the promissory note dated December 28, 2018. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Forty Thousand Six Hundred Twenty-two and 74/100 Dollars (U.S. \$40,622.74) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 444 Redwood Drive, Montevallo, Alabama 35115

Legal Description: See Legal Description - HOMESTEAD

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from WILLIAM L MARTIN and ELIZABETH EDWARDS MARTIN to Central State Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the



schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums

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and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.


REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any


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time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.


ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

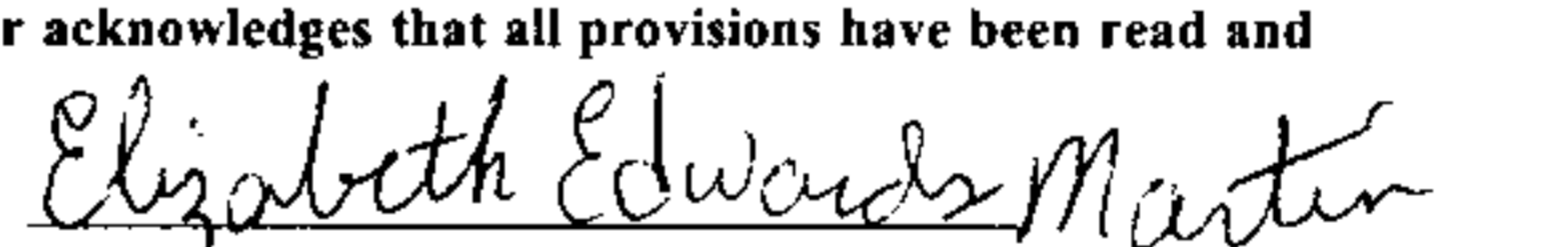
GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Alabama including all proceedings arising from this Security Instrument.


SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.


WILLIAM L MARTIN
Individually
Date 12-28-18


ELIZABETH EDWARDS
MARTIN, AKA GRACIE
ELIZABETH MARTIN
Date 12-28-18


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INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, do hereby certify that WILLIAM L MARTIN and ELIZABETH EDWARDS MARTIN aka GRACIE ELIZABETH MARTIN, husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 28th day of December, 2018.

My commission expires:

My Commission Expires August 18, 2021


the undersigned authority
Notary Public
Identification Number

(Official Seal)





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EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama; thence run North 88 degrees 28 minutes 41 seconds West along the North line of said Section 10, a distance of 299.42 feet to the point of beginning; thence continue on the last described course a distance of 498.79 feet to the Northwest corner of said Section 10; thence run South 0 degrees 04 minutes 08 seconds West along the West line of said Section 10, a distance of 984.02 feet; thence run South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a point on the West bank of Shoal Creek; thence run South 87 degrees 37 minutes 37 seconds East a distance of 72.19 feet to a point 17 feet Easterly of the East bank of said Shoal Creek, and the following courses are 17 feet East of the Easterly bank of said Shoal Creek; thence run South 16 degrees 29 minutes 52 seconds East a distance of 182.96 feet; thence run South 17 degrees 43 minutes 07 seconds West a distance of 137.91 feet; thence run South 5 degrees 09 minutes 38 seconds West a distance of 62.88 feet; thence run South 7 degrees 40 minutes 34 seconds East a distance of 81.73 feet; thence run South 4 degrees 40 minutes 46 seconds West a distance of 241.32 feet; thence run South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet; thence run South 7 degrees 57 minutes 15 seconds East a distance of 90.91 feet; thence run South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet; thence run South 39 degrees 38 minutes 54 seconds East a distance of 64.85 feet; thence run South 54 degrees 47 minutes 55 seconds East a distance of 107.96 feet; thence run South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet; thence run South 28 degrees 09 minutes 24 seconds East a distance of 44.39 feet; thence run South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet; thence run South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to its intersection with the centerline of Mill Road, and the following courses are the centerline of said Mill Road; thence run North 50 degrees 59 minutes 27 seconds East a distance of 41.85 feet; thence North 55 degrees 25 minutes 50 seconds East a distance of 101.64 feet; thence run North 58 degrees 50 minutes 59 seconds East a distance of 177.35 feet; thence run North 53 degrees 28 minutes 02 seconds East a distance of 78.88 feet; thence run North 76 degrees 28 minutes 47 seconds East a distance of 246.76 feet; thence run South 86 degrees 15 minutes 21 seconds East a distance of 83.99 feet; thence run South 79 degrees 33 minutes 16 seconds East a distance of 217.35 feet; thence run South 77 degrees 35 minutes 37 seconds East a distance of 77.66 feet; thence run North 88 degrees 19 minutes 27 seconds East a distance of 46.06 feet; thence run North 71 degrees 42 minutes 54 seconds East a distance of 42.52 feet; thence run South 82 degrees 36 minutes 06 seconds East a distance of 127.03 feet; thence run South 76 degrees 33 minutes 57 seconds East a distance of 314.66 feet; thence run South 76 degrees 22 minutes 46 seconds East a distance of 222.22 feet; thence run South 75 degrees 21 minutes 46 seconds East a distance of 199.60 feet; thence run South 71 degrees 09 minutes 32 seconds East a distance of 68.55 feet; thence run South 66 degrees 52 minutes 11 seconds East a distance of 51.73 feet, said point being the last course in the centerline of said Mill Road; thence departing said Mill Road run North 14 degrees 33 minutes 12 seconds East a distance of 2716.53 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:

PARCEL 1:

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West; thence run North 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to the point of beginning; thence run North 88 degrees 28 minutes 41 seconds West a distance of 1500.76 feet; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet; thence run South 6 degrees 33 minutes 53 seconds West a distance of 561.43 feet to a point in the centerline of the Old Mill Road; thence run South 76 degrees 33 minutes 57 seconds East, along said centerline, a distance of 284.79 feet; thence run South 76 degrees 22 minutes 46 seconds East along said centerline, a distance of 199.60 feet; thence run South 71 degrees 09 minutes 32 seconds East, along said centerline, a distance of 68.55 feet; thence run South 66 degrees 52 minutes 11 seconds East, along said centerline, a distance of 51.73 feet; thence run North 14 degrees 33 minutes 12 seconds East, a distance of 2716.53 feet to the point of beginning.

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West; thence run 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to a point; thence continue along same course 1500.76 feet to the point of beginning of the property herein described; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet to a point; thence run Northwesterly 2,000.00 feet, more or less, to a point on the North line of Section 10, Township 22 South, Range 3 West 206.00 feet West of the point of beginning of the property herein described; thence run



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East along the North line of Section 10, Township 22 South, Range 3 West, a distance of 412.00 feet to the point of beginning.

PARCEL 2:

A parcel of land lying in the Northwest Quarter of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 10, Township 22 South, Range 3 West, and run South 88 degrees 44 minutes 44 seconds East along the North line of said Section 10 for a distance of 1629.36 feet to the West bank of Mill Creek; thence run South 38 degrees 03 minutes 13 seconds East along said creek for a distance of 180.87 feet; thence run South 24 degrees 08 minutes 31 seconds East along said creek for a distance of 139.87 feet; thence run South 05 degrees 07 minutes 06 seconds East along said creek for a distance of 76.31 feet; thence run South 15 degrees 20 minutes 41 seconds West along said creek for a distance of 182.94 feet; thence run South 07 degrees 16 minutes 16 seconds West along said creek for a distance of 103.65 feet; thence run South 4 degrees 07 minutes 33 seconds East along said creek for a distance of 138.05 feet; thence run South 12 degrees 46 minutes 22 seconds East along said creek for a distance of 267.20 feet; thence run North 87 degrees 37 minutes 37 seconds West for a distance of 1814.69 feet to the West line of Section 10; thence run North 00 degrees 04 minutes 08 seconds East for a distance of 984.13 feet to the point of beginning.

Said tract shall include thirty (30) foot wide easement for ingress and egress along the Westernmost boundary of said property that runs along Shoal Creek as retained by Estelle Martin and approximately described as follows:

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama; thence run North 88 degrees 28 minutes 41 seconds West along the North line of said Section 10, a distance of 299.42 feet to a point; thence continue on the last described course a distance of 4981.79 feet to the Northwest corner of said Section 10; thence run South 0 degrees 04 minutes 08 seconds West, along the West line of said Section 10, a distance of 984.02 feet; thence run South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a point on the West bank of Shoal Creek; thence run South 87 degrees 37 minutes 37 seconds East a distance of 72.19 feet to a point 17 feet Easterly of the East bank of said Shoal Creek (hereinafter referred to as point L-1) and the following courses are 17 feet East of the Easterly bank of said Shoal Creek; thence run South 16 degrees 29 minutes 52 seconds East a distance of 112.40 feet; thence run South 31 degrees 14 minutes 16 seconds East a distance of 117.64 feet; thence run South 21 degrees 27 minutes 17 seconds West a distance of 182.96 feet; thence run South 17 degrees 43 minutes 07 seconds West a distance of 137.91 feet; thence run South 5 degrees 09 minutes 38 seconds West a distance of 62.88 feet; thence run South 7 degrees 40 minutes 34 seconds East a distance of 81.73 feet; thence run South 4 degrees 49 minutes 46 seconds West a distance of 241.32 feet; thence run South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet; thence run South 7 degrees 57 minutes 15 seconds East a distance of 90.91 feet; thence run South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet; thence run South 39 degrees 38 minutes 54 seconds East a distance of 64.85 feet; thence run South 54 degrees 47 minutes 55 seconds East a distance of 107.96 feet; thence run South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet; thence run South 28 degrees 09 minutes 24 seconds East a distance of 44.39 feet; thence run South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet; thence run South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to its intersection with the centerline of Mill Road; thence East along the centerline of said Mill Road an approximate distance of thirty (30) feet; thence follow Northerly a course parallel with the West boundary of said property as hereto described to a point approximately thirty (30) feet East of the point of beginning hereinabove referred to as point L-1; thence continue along the same course a distance of approximately thirty (30) feet to a point; thence run Westerly to a point where said line crosses the center of Shoal Creek and the property line described above.

PARCEL 3:

A parcel of land situated in Section 10, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 10 being a 2" pipe found; thence South 00 degrees 04 minutes 08 seconds West along the West line of Section 10 a distance of 984.02 feet to a ¾" crimped pipe found; thence South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a 5/8" capped rebar found; thence continue last course a distance of 72.19 feet to a ¾" rebar found and the point of beginning of herein described parcel; thence South 16 degrees 29 minutes 52 seconds East a distance of 112.40 feet to a iron pin set (1/2" rebar w/PHH 25295 ID cap typical); thence South 31 degrees 14 minutes 16 seconds East a distance of 117.64 feet to a iron pin set; thence South 21 degrees 27 minutes 17 seconds West a distance of 182.96 feet to a iron pin set; thence South 17 degrees 43 minutes 07 seconds West a distance of 137.91 feet; thence South 05 degrees 09 minutes 38 seconds West a distance of 62.88 feet to a iron pin set;



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thence South 07 degrees 40 minutes 34 seconds East a distance of 81.73 feet to a iron pin set; thence South 04 degrees 49 minutes 46 seconds West a distance of 241.32 feet to a iron pin set; thence South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet to a iron pin set; thence South 07 degrees 57 minutes 15 seconds East a distance of 90.91 feet to a iron pin set; thence South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet to a iron pin set; thence South 39 degrees 38 minutes 54 seconds East a distance of 64.85 feet to a iron pin set; thence South 54 degrees 47 minutes 55 seconds East a distance of 107.96 feet to a iron pin set; thence South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet to a iron pin set; thence South 28 degrees 09 minutes 24 seconds East a distance of 44.39 feet to a iron pin set; thence South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet to a iron pin set; thence South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to a iron pin set; thence South 12 degrees 03 minutes 55 seconds East a distance of 69.18 feet to a 1/2" rebar found; thence North 57 degrees 26 minutes 05 seconds East a distance of 504.14 feet to a iron pin set at the point of curvature of a curve to the right having a radius of 250.00, a central angle of 09 degrees 54 minutes 34 seconds a chord of 43.19 feet, a chord bearing of North 62 degrees 23 minutes 32 seconds East; thence run along the arc of said curve a distance of 43.24 feet to a iron pin set; thence North 02 degrees 48 minutes 03 seconds West a distance of 145.21 feet to a iron pin set; thence North 07 degrees 40 minutes 01 seconds East a distance of 169.88 feet to a iron pin set; thence North 06 degrees 52 minutes 19 seconds East a distance of 101.69 feet to a iron pin set; thence North 89 degrees 08 minutes 51 seconds West a distance of 514.36 feet to a iron pin set; thence North 34 degrees 49 minutes 29 seconds East a distance of 499.28 feet to a iron pin set; thence North 04 degrees 55 minutes 00 seconds East a distance of 230.67 feet to a iron pin set; thence North 27 degrees 59 minutes 07 seconds West a distance of 38.17 feet to a iron pin set; thence North 50 degrees 51 minutes 02 seconds West a distance of 316.09 feet to a iron pin set; thence North 63 degrees 57 minutes 53 seconds West a distance of 215.16 feet to a iron pin set; thence South 89 degrees 02 minutes 42 seconds West a distance of 183.74 feet back to the point of beginning.

30' Ingress and Egress Easement:

Commence at the Northwest corner of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama, being a 2" pipe found; thence South 00 degrees 04 minutes 08 seconds West along the West line of Section 10 a distance of 984.02 feet to a 3/4" crimped pipe found; thence South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a 5/8" capped rebar found; thence North 02 degrees 22 minutes 23 seconds East a distance of 15.00 feet to the point of beginning of the centerline description of a 30' ingress and egress easement, with easement lying and being 15 feet each side of said centerline; thence South 87 degrees 37 minutes 37 seconds East a distance of 82.92 feet; thence South 16 degrees 29 minutes 52 seconds East a distance of 30.47 feet; thence North 89 degrees 02 minutes 42 seconds East a distance of 160.40 feet; thence South 63 degrees 57 minutes 53 seconds East a distance of 209.84 feet; thence South 50 degrees 51 minutes 02 seconds East a distance of 313.05 feet; thence South 27 degrees 59 minutes 07 seconds East a distance of 30.71 feet; thence South 04 degrees 55 minutes 00 seconds West a distance of 222.23 feet; thence South 34 degrees 49 minutes 29 seconds West a distance of 523.47; thence South 89 degrees 08 minutes 51 seconds East a distance of 525.88 feet; thence South 06 degrees 52 minutes 19 seconds West a distance of 84.92 feet; thence South 07 degrees 40 minutes 01 seconds West a distance of 171.15 feet; thence South 02 degrees 48 minutes 03 seconds East a distance of 136.27 feet to the point of curvature of a curve to the right having a radius of 265.00 feet, a central angle of 36 degrees 35 minutes 12 seconds, a chord of 166.36 feet, a chord bearing of North 83 degrees 20 minutes 46 seconds East, thence along the arc of said curve a distance of 169.22 feet; thence South 78 degrees 21 minutes 44 seconds East a distance of 305.87 feet to the end of 30' ingress and egress easement that benefits this parcel and parcel to the Northwest and the following 20 courses are to get to a public right of way; thence South 78 degrees 21 minutes 44 seconds East a distance of 7.92 feet to the centerline of Quinn Lane/Killough Mill Road/Redwood Drive (A private Road not maintained by Shelby County 3' ROW); thence South 19 degrees 05 minutes 16 seconds East a distance of 20.87 feet; thence South 24 degrees 29 minutes 53 seconds East a distance of 20.63 feet; thence South 44 degrees 24 minutes 28 seconds East a distance of 32.11 feet; thence South 64 degrees 19 minutes 34 seconds East a distance of 39.02 feet; thence South 86 degrees 45 minutes 15 seconds East a distance of 25.83 feet; thence North 82 degrees 25 minutes 55 seconds East a distance of 28.08 feet; thence North 73 degrees 16 minutes 48 second East a distance of 25.91 feet; thence North 73 degrees 43 minutes 57 seconds East a distance of 24.53 feet; thence South 89 degrees 47 minutes 58 seconds East a distance of 25.96 feet; thence South 84 degrees 23 minutes 38 seconds East a distance of 25.21 feet; thence South 75 degrees 50 minutes 30 seconds East, a distance of 32.32 feet; thence South 74 degrees 11 minutes 49 seconds East a distance of 112.43 feet; thence 75 degrees 50 minutes 46 seconds East a distance of 322.60 feet; thence South 74 degrees 46 minutes 17 seconds East a distance of 368.97 feet; thence South 68 degrees 18 minutes 27 seconds East a distance of 37.15 feet; thence South 66 degrees 24 minutes 30 seconds East a distance of 166.86 feet; thence South 63 degrees 22 minutes 04 seconds east a distance of 164.34 feet; thence South 62 degrees 35 minutes 00

seconds East a distance of 106.25 feet; thence South 64 degrees 01 minute 10 seconds East a distance of 241.00 feet, more or less, to the right of way of Alabama Highway #119.

According to the survey of Patrick H. Haggard Alabama License Number 25295, dated December 17, 2009.



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