

1881

### ASSIGNMENT OF RENTS AND LEASES

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

- a. "Owner" shall collectively refer to DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, and DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership.
- b. "Lender" shall refer to AMSOUTH BANK N.A.
- c. "Loan Amount" shall refer to \$7,000,000.
- d. "Owner's Notice Address" shall refer to 1200 Corporate Drive, Birmingham, Alabama 35242, Attention: Stephen R. Monk.
- e. "Lender's Notice Address" shall refer to 500 AmSouth-Sonat Tower, Birmingham, Alabama 35203, Attention: Commercial Real Estate Loan Department.
- f. "State" shall refer to the State of Alabama.

1. BY THIS ASSIGNMENT, the Owner, for value received, hereby assigns to Lender, all of Owner's right, title, privileges and interest which Owner has and may have in the leases (except for that certain Ground Lease (the "Primary Lease") dated as of January 1, 1990 between Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership), operating agreements, management agreements, concession agreements, licenses, and all similar agreements, now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibits A-1 and A-2 attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. OWNER'S PURPOSE in making this assignment is to relinquish to Lender its right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness (the "Loan") to Lender as evidenced by the note in favor of Lender (hereinafter called the "Obligation") dated this same date, in the aggregate original principal sum equal to the Loan Amount, executed by Owner, and as additional security for the Owner's obligations under the Mortgage and Security Agreement executed by Owner in favor of Lender ("Mortgage") executed concurrently with this Assignment to better secure the Obligation; and to furnish security for the performance of Owner's obligations contained herein, in the Obligation, in the Construction Loan Agreement executed by Borrower in favor of Lender, and in the Mortgage. The Obligation and other said loan documents, and all other documents executed in connection with the Loan are referred to as the "Loan Documents".

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3. THE PARTIES INTEND that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the rents and profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the rents and profits as they respectively become due and to enforce the Lease, so long as there is no uncured default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of rents and profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

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

5. OWNER WARRANTS:

- (a) that no default exists or will exist on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease for more than one (1) month in advance of the due date;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged except with respect to the Permitted Encumbrances (as described in the Mortgage);
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

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

6. OWNER AGREES:

- (a) if the Lease provides for a security deposit paid by Lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit

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unless and until Lender comes into actual possession and control of, said deposit;

(b) that the Lease shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Lease, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Lease without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Lease, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;

(c) Owner shall not terminate the Lease or, except as provided in Section 2 of the Primary Lease, modify or amend the Lease or any of the terms thereof, or grant any concessions (except as provided in any existing Lease) in connection therewith or accept a surrender thereof, without the prior written consent of Lender which consent shall not be unreasonably withheld; provided, however, if the tenant under the Lease is in default of its obligations thereunder, Owner may exercise such remedies and rights as Owner may have under such Lease, or under law, including terminating the Lease.

(d) Except as otherwise provided in the Primary Lease, Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of the Lease;

(e) Owner shall not discount any future accruing Rents and Profits;

(f) Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender, except as permitted in the Construction Loan Agreement of even date herewith executed by Owner and Lender;

(g) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law, except for the Permitted Encumbrances (as defined in the Mortgage) and except as permitted in the Construction Loan Agreement of even date herewith executed by Owner and Lender;

(h) Owner shall not request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease, except for the Permitted Encumbrances (as defined in the Mortgage) and except as permitted in the Construction Loan Agreement of even date herewith executed by Owner and Lender;

(i) Owner shall faithfully perform and discharge its obligations under the Lease, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Lease or any other person and furnish Lender with a complete copy of said notice, Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease; and if requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against any obligor under the Lease in the case of default under the Lease by any Obligor under the Lease;

(j) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Lease" as used herein shall include such lease or agreement;

(k) Owner shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from any obligor under the Lease as required by Lender attesting that the Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease; and

(l) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

(m) Notwithstanding anything to the contrary provided in this Agreement or in any of the other Loan Documents, Lender's rights and remedies upon the occurrence of any Event of Default hereunder (or the occurrence any default under any of the other Loan Documents) are subject to the terms and provisions of Article III, Paragraph 3.4 of the Term Loan Agreement.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Lease in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

(b) Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein provided to Lender;

(c) upon default by Owner under any Lease, and following ten (10) days written notice to Borrower, or such lesser time as may be required to avoid an impairment of Lender's rights or secured interest on the Mortgage Property, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including reasonable attorney's fees, to the Note.

(d) upon any default by Owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner (except such notice and cure rights as are provided in the Loan Documents) Lender shall have the following rights (none of which shall be construed to be obligations of the Lender):

(i) Lender shall have the right under this Agreement to use and possess, without rental or charge, the furniture, appliances and all other personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease;

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender pursuant to Paragraphs 4 and/or 7(a) hereof to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;

(iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;

(iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Mortgage;

(v) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

7. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan



Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

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

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

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

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

12. All notices given hereunder shall be in writing and shall be personally served on the party to whom addressed or be sent by first-class or certified U.S. mail, postage prepaid, addressed to the Owner at the Owner's Notice Address, or to the Lender at the Lender's Notice Address, or at such other address as either party may hereafter notify the other in writing as aforesaid.

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

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

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 28<sup>th</sup> day of September, 1990.


**"OWNER:"**

- (1) DANIEL OAK MOUNTAIN LIMITED  
PARTNERSHIP, an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION -  
OAK MOUNTAIN, an Alabama corporation,  
its sole General Partner

ATTEST:

By:   
Name: Stephen R. Monk  
Its: Secretary


By:  [SEAL]  
Name: T. Charles Tickle  
Its: President


Address: 1200 Meadow Brook Corporate Park  
Birmingham, Alabama 35243

- (2) DANIEL LINKS LIMITED PARTNERSHIP,  
an Alabama limited partnership

By: DANIEL REALTY INVESTMENT CORPORATION -  
OAK MOUNTAIN, an Alabama corporation,  
its sole General Partner

ATTEST:

By:   
Name: Stephen R. Monk  
Its: Secretary

By:  [SEAL]  
Name: T. Charles Tickle  
Its: President

Address: 1200 Meadow Brook Corporate Park  
Birmingham, Alabama 35243

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STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in said County in said State, hereby certify that T. Charles Tickle, whose name as President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, General Partner of DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership, 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 officer, and with full authority, executed the same voluntarily for and as the act of said corporation, as General Partner of said limited partnership.

GIVEN under my hand and official seal of office, this 20th day of September 1990.

[NOTARIAL SEAL]

Shirley S. Ellis  
Notary Public

My Commission expires: 2/26/94

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STATE OF ALABAMA )  
COUNTY OF )

I, the undersigned, a Notary Public in said County in said State, hereby certify that T. Charles Tickle, whose name as President of DANIEL REALTY INVESTMENT CORPORATION - OAK MOUNTAIN, an Alabama corporation, General Partner of DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership, 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 officer, and with full authority, executed the same voluntarily for and as the act of said corporation, as General Partner of said limited partnership.

GIVEN under my hand and official seal of office, this 28th day of September 1990.

[NOTARIAL SEAL]

Shirley S. Ellis  
Notary Public

My Commission expires: 2/26/94



EXHIBIT A-1

To locate the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$ , Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°03'46"E on the north boundary of said SE $\frac{1}{4}$  a distance of 939.50 feet to the point of beginning; thence S28°59'21"W a distance of 245.60 feet to a point; thence S17°08'49"W a distance of 672.36 feet to a point; thence S24°21'57"E a distance of 1178.53 feet to a point; thence S2°56'35"W a distance of 122.83 feet to the north right-of-way of Hugh Daniel Drive; thence along a curve to the right; said curve having a central angle of 33°47'17" and a radius of 315.00 feet; thence N80°08'57"E a chord distance of 183.08 feet to a point; thence S83°03'04"E a distance of 371.97 feet to a curve to the left; said curve having a central angle of 30°27'31" and a radius of 310.00 feet; thence N81°38'51"E a chord distance of 162.86 feet to a point; thence N2°44'50"E a distance of 89.85 feet to a point; thence N44°52'05"E a distance of 771.27 feet to a point; thence N39°09'23"E a distance of 776.22 feet to a point; thence N23°20'29"W a distance of 134.87 feet to a point; thence N45°37'56"E a distance of 875.50 feet to a point; thence N23°24'50"E a distance of 796.94 feet to a point; thence N75°23'29"E a distance of 274.34 feet to a point; thence N58°44'12"E a distance of 116.03 feet to a point; thence N16°25'04"E a distance of 600.79 feet to a point; thence N19°31'00"E a distance of 607.98 feet to a point; thence N78°14'14"E a distance of 80.61 feet to a point; thence S28°03'36"E a distance of 590.50 feet to a point; thence S82°06'11"E a distance of 263.75 feet to a point; thence N6°10'10"E a distance of 663.01 feet to a point; thence N57°37'17"E a distance of 57.73 feet to a point; thence S60°29'20"E a distance of 195.90 feet to a point; thence N43°09'59"E a distance of 986.59 feet to a point; thence N13°25'13"E a distance of 535.48 feet to a point; thence S89°20'55"E a distance of 54.14 feet to a point; thence N71°56'31"E a distance of 813.12 feet to a point; thence N33°32'01"E a distance of 765.45 feet to a point; thence S78°34'17"E a distance of 95.89 feet to a point; thence N68°30'00"E a distance of 879.72 feet to a point; thence N37°26'56"E a distance of 709.00 feet to a point; thence N25°06'23"E a distance of 388.89 feet to a point; thence N33°21'25"W a distance of 301.39 feet to a point; thence N59°36'50"W a distance of 75.76 feet to a point; thence N30°56'40"W a distance of 373.17 feet to a point; thence N41°47'29"W a distance of 229.64 feet to a point; thence S88°18'48"W a distance of 136.14 feet to a point; thence S71°48'30"W a distance of 107.78 feet to a point; thence S48°41'24"W a distance of 1089.74 feet to a point; thence S54°19'47"W a distance of 503.85 feet to a point; thence S78°58'27"W a distance of 305.22 feet to a point; thence S64°00'22"W a distance of 184.98 feet to a point; thence S16°32'23"W a distance of 191.13 feet to a point; thence S51°37'00"W a distance of 207.10 feet to a point; thence S44°34'39"W a distance of 604.19 feet to a point; thence S86°02'34"W a distance of 548.65 feet to a point; thence S35°49'34"W a distance of 90.03 feet to a point; thence N77°19'58"W a distance of 662.68 feet to a point; thence N12°40'02"E a distance of 197.24 feet to the proposed right-of-way of a public or private road; thence continue N12°40'02"E a distance of 60.17 feet to the proposed right-of-way of a public or private road; thence along a curve to the right having a centerline delta of 108°46'03" and a centerline radius of 480.49 feet; S79°22'08"E a chord distance of 36.27 feet to a point; thence S77°19'59"E a distance of 109.34 feet to a curve to the left, said curve having a centerline central angle of 46°35'10" and a centerline radius of 789.74 feet; N87°57'17"E a chord distance of 385.89 feet to a point; thence N54°00'07"W a distance of 424.00 feet to a point; thence S45°58'01"W a distance of 326.95 feet to the proposed right-of-way of a public or private road; thence S12°40'02"W a distance of 61.00 feet to the proposed right-of-way of a public or private road; thence continue S12°40'02"W a distance of 215.84 feet to a point; thence S61°53'54"W a distance of 181.52 feet to a point; thence S42°46'53"W a distance of 62.03 feet to a point; thence S10°39'40"W a distance of 90.90 feet to a point; thence S5°00'54"E a distance of 739.12 feet to a point; thence S14°33'17"E a distance of 461.91 feet to a point; thence S45°05'15"W a distance of 94.49 feet to a point; thence N53°39'36"W a distance of 419.74 feet to a point; thence N62°34'32"W a distance of 135.72 feet to a point; thence N78°18'32"W a distance of 711.51 feet to a point; thence S81°38'33"W a distance of 31.22 feet to a point; thence S50°29"W a distance of 74.49 feet to a point;

thence S6°38'21"E a distance of 172.85 feet to a point; thence S9°46'25"W a distance of 494.45 feet to a point; thence S15°12'06"W a distance of 594.65 feet to a point; thence S84°54'50"W a distance of 833.61 feet to a point; thence S48°26'10"W a distance of 102.51 feet to a point; thence N71°17'31"W a distance of 152.47 feet to a point; thence S53°39'14"W a distance of 200.14 feet to a point; thence S22°53'32"W a distance of 680.74 feet to a point; thence S27°16'39"W a distance of 772.61 feet to a point; thence S30°36'17"E a distance of 55.00 feet to a point; thence S28°59'21"W a distance of 351.25 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND:

Parcel 1:

To locate the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$ , Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°03'46"E on the north boundary of said SE $\frac{1}{4}$  a distance of 1273.27 feet to the point of beginning; thence S29°26'28"W a distance of 342.82 feet to a point; thence S16°32'55"W a distance of 558.77 feet to a point; thence S12°57'57"E a distance of 719.26 feet to a point; thence S61°52'52"E a distance of 91.62 feet to a point; thence N81°17'12"E a distance of 705.59 feet to a point; thence N42°39'47"E a distance of 402.61 feet to a point; thence N50°24'57"E a distance of 581.79 feet to a point; thence N29°44'23"E a distance of 173.84 feet to a point; thence N36°08'56"W a distance of 80.00 feet to a point; thence N5°20'09"E a distance of 190.33 feet to a point; thence N44°54'15"E a distance of 775.23 feet to a point; thence N33°04'46"E a distance of 821.93 feet to a point; thence N83°09'04"E a distance of 127.76 feet to the west right-of-way of a public road; thence continue N83°09'04"E a distance of 60.00 feet to the east right-of-way of said road; thence along a curve to the right having a central angle of 23°21'31" and a radius of 408.54 feet; thence N4°47'18"E a chord distance of 165.81 feet to a point; thence N16°29'47"E a distance of 255.00 feet to a curve to the left; said curve having a central angle of 29°00'00" and a radius of 380.68 feet; thence N1°59'47"E a chord distance of 441.01 feet to a point; thence N12°30'13"W a distance of 155.00 feet to a curve to the right; said curve having a central angle of 22°44'24" and a radius of 378.39 feet; thence N1°08'19"W a chord distance of 149.19 feet to a point; thence N84°59'26"W a distance of 157.37 feet to a point; thence N12°59'36"W a distance of 95.00 feet to a point; thence N52°59'40"W a distance of 65.00 feet to a point; thence N37°00'08"E a distance of 90.00 feet to a point; thence N56°46'02"W a distance of 134.14 feet to a point; thence N1°34'03"W a distance of 570.00 feet to a point; thence N67°34'10"W a distance of 168.00 feet to a point; thence S9°15'28"W a distance of 568.01 feet to a point; thence S26°12'43"W a distance of 825.09 feet to a point; thence S74°40'23"W a distance of 286.20 feet to a point; thence N80°51'39"W a distance of 647.21 feet to a point; thence S66°36'40"W a distance of 63.51 feet to a point; thence S23°37'27"W a distance of 755.29 feet to a point; thence S40°01'52"W a distance of 776.32 feet to a point; thence S45°15'02"E a distance of 158.01 feet to a point; thence S4°42'50"E a distance of 114.78 feet to a point; thence S29°26'28"W a distance of 142.36 feet to the point of beginning; containing 139.498 acres, more or less.

Parcel 2:

To locate the point of beginning commence at the southeast corner of the NE $\frac{1}{4}$ , Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence NO $^{\circ}$ 51'29"E on the east boundary of said section a distance of 2647.21 feet to the northeast corner of said Section 32; thence N84 $^{\circ}$ 30'59"E a distance of 2097.99 feet to the point of beginning; thence S38 $^{\circ}$ 40'41"E a distance of 211.89 feet to a point; thence N79 $^{\circ}$ 25'02"E a distance of 35.34 feet to a point; thence S55 $^{\circ}$ 19'29"E a distance of 464.33 feet to a point; thence N84 $^{\circ}$ 40'14"E a distance of 124.18 feet to a point; thence N33 $^{\circ}$ 59'07"E a distance of 525.72 feet to a point; thence N16 $^{\circ}$ 08'20"E a distance of 632.34 feet to a point; thence S77 $^{\circ}$ 23'19"E a distance of 241.05 feet to a point; thence N62 $^{\circ}$ 00'33"E a distance of 735.80 feet to a point; thence N31 $^{\circ}$ 59'42"E a distance of 667.68 feet to a point; thence S72 $^{\circ}$ 29'31"E a distance of 286.69 feet to a point; thence N56 $^{\circ}$ 12'19"E a distance of 846.05 feet to a point; thence N38 $^{\circ}$ 44'35"E a distance of 568.13 feet to a point; thence N31 $^{\circ}$ 47'33"E a distance of 331.78 feet to a point; thence N9 $^{\circ}$ 43'53"W a distance of 100.05 feet to a point; thence N51 $^{\circ}$ 38'52"W a distance of 642.69 feet to a point; thence S59 $^{\circ}$ 13'28"W a distance of 96.22 feet to a point; thence S36 $^{\circ}$ 58'43"W a distance of 797.85 feet to a point; thence S54 $^{\circ}$ 02'38"W a distance of 462.42 feet to a point; thence S58 $^{\circ}$ 19'40"W a distance of 241.25 feet to a point; thence S76 $^{\circ}$ 17'40"W a distance of 309.11 feet to a point; thence S83 $^{\circ}$ 28'04"W a distance of 193.83 feet to a point; thence S60 $^{\circ}$ 34'05"W a distance of 97.51 feet to a point; thence S33 $^{\circ}$ 11'13"W a distance of 897.78 feet to a point; thence S84 $^{\circ}$ 40'48"W a distance of 503.46 feet to a point; thence S45 $^{\circ}$ 07'07"W a distance of 93.80 feet to a point; thence N52 $^{\circ}$ 13'10"W a distance of 249.05 feet to a point; thence S85 $^{\circ}$ 12'26"W a distance of 712.71 feet to a point; thence S16 $^{\circ}$ 12'30"E a distance of 1143.88 feet to the point of beginning; containing 93.214 acres, more or less.

All lying and being in the E $\frac{1}{4}$  of Section 32, the W $\frac{1}{4}$  of Section 33, the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 33, the S $\frac{1}{4}$  of Section 28, the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 28, the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 27 and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama, total Golf Course property containing 180.921 acres.

According to the legal description and survey of Charley Foster & Associates, Inc. entitled "Boundary Survey of Greystone Golf Course for Daniel Oak Mountain Limited Partnership" dated February 2, 1990.

TOGETHER WITH all of Borrower's interest in and to the easements, restrictions and covenants created under that certain Reciprocal Easement Agreement executed by Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership, recorded in Real \_\_\_\_\_, Page \_\_\_\_\_, in the Probate Office of Shelby County, Alabama.

EXHIBIT A-2

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Tract II

Commence at the southeast corner of the NW $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence N1°24'12"E on the east boundary of said NW $\frac{1}{4}$  a distance of 2226.61 feet to a point; thence N57°51'43"W a distance of 249.53 feet to a point on the southeast right-of-way of State Highway No. 119; thence S30°18'35"W on the southeast right-of-way of said Highway No. 119 a distance of 1243.80 feet to the point of curve; thence southwesterly along a curve to the left said curve having a central angle of 5°32'00" and a centerline radius of 5729.57 feet, a chord distance of 549.28 feet to the point of tangent; thence S24°52'40"W on the southeast right-of-way of said State Highway No. 119 a distance of 858.01 feet to a point on the south boundary of the NW $\frac{1}{4}$  of said Section 32; thence S89°11'44"E on the south boundary of said NW $\frac{1}{4}$  a distance of 1399.90 feet to the point of beginning.

All lying and being in the NW $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 43.187 acres.

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Tract V

To locate the point of beginning commence at the southwest corner of the NE $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE $\frac{1}{4}$  of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnavant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnavant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to the point of beginning; thence continue northeasterly along a curve to the right, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet, a chord distance of 1640.86 feet to the point of tangent of said curve; thence N36°48'15"E on the northwest right-of-way of said Dunnavant Valley Road a distance of 723.77 feet to a point; thence N53°09'22"W a distance of 422.46 feet to a point; thence S36°49'59"W a distance of 738.54 feet to a point; thence S30°07'13"W a distance of 1320.29 feet to a point; thence S10°31'03"W a distance of 428.55 feet to a point on the north right-of-way of Hugh Daniel Drive; thence S68°34'25"E on the north right-of-way of said Hugh Daniel Drive; a distance of 323.09 feet to the point of beginning.

Less and except the following:

To locate the point of beginning commence at the southeast corner of Section 27, Township 18 South, Range 1 West, Shelby County, Alabama; thence run N1°37'07"E on the east boundary of said Section 27 a distance of 1293.84 feet to the northeast corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 27; thence S82°32'10"W a distance of 121.36 feet to a concrete monument found; thence S36°51'29"W a distance of 238.67 feet to a concrete monument found; thence S36°49'59"W a distance of 562.54 feet to the point of beginning; thence with a deflection angle of 47°01'33" to the left run in a southerly direction a distance of 231.75 feet to a point; thence with an interior angle of 227°04'49" to the left run in a southeasterly direction a distance of 253.90 feet to the northwest right-of-way of Shelby County Road No. 41; thence with an interior angle of 85°55'21" to the left run in a southwesterly direction and on the northwest right-of-way of said Shelby County Road No. 41 a distance of 41.51 feet to the beginning of a curve, said curve having a central angle of 19°50'13" and a centerline radius of 5729.57 feet; thence with an interior angle of 180°29'44" to the left run in a southwesterly direction along the northwest right-of-way of said Shelby County Road No. 41 a chord distance of 108.12 feet to a point; thence with an interior angle of 100°40'02" to the left run in a northwesterly direction a distance of 241.24 feet to a point; thence with an interior angle of 230°39'52" to the left run in a southwesterly direction a distance of 296.55 feet to a point; thence with an interior angle of 34°31'23" to the left run in a northeasterly direction a distance of 404.50 feet to a concrete monument found; thence with an interior angle of 173°17'14" to the left run in a northeasterly direction a distance of 196.00 feet to the point of beginning, containing 2.45 acres.

All lying and being in the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of Section 34 and in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 27 and in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 26, Township 18 South, Range 1 West, Shelby County, Alabama and containing 19.672 acres.

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Tract VI

To locate the point of beginning commence at the southwest corner of the NE1 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S89°36'14"E on the south boundary of the NE1 of Section 34 a distance of 1124.27 feet to a point on the northwest right-of-way of Dunnivant Valley Road, County Road No. 41; thence N17°04'05"E on the northwest right-of-way of said Dunnivant Valley Road a distance of 1189.04 feet to the point of curve; thence northeasterly along a curve to the right, said curve having a central angle of 19°30'13" and a centerline radius of 5729.57 feet, a chord distance of 351.06 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence N68°34'25"W on the northerly right-of-way of Hugh Daniel Drive a distance of 323.09 feet to a point; thence N74°30'20"W on the northerly right-of-way of Hugh Daniel Drive a distance of 100.37 feet to the point of beginning; thence N10°30'53"E a distance of 378.49 feet to a point; thence S77°43'44"W a distance of 1727.79 feet to a point; thence N55°44'00"W a distance of 407.82 feet to a point; thence S23°39'03"W a distance of 618.94 feet to a point on the northerly right-of-way of Hugh Daniel Drive; thence S68°29'40"E on the northerly right-of-way of Hugh Daniel Drive a distance of 409.95 feet to the point of curve; thence S61°08'39"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 388.34 feet along a curve to the right having a central angle of 14°42'00" and a radius of 1517.79 feet to the point of reverse curve; thence N79°12'23"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 212.10 feet along a curve to the left having a central angle of 94°00'00" and a radius of 145.00 feet to the point of tangent; thence N32°12'21"E on the northerly right-of-way of Hugh Daniel Drive a distance of 164.89 feet to the point of curve; thence N53°50'56"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 398.11 feet along a curve to the right having a central angle of 43°17'11" and a radius of 540.00 feet to the point of tangent; thence N75°29'32"E on the northerly right-of-way of Hugh Daniel Drive a distance of 455.56 feet to the point of curve; thence N69°22'45"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 61.26 feet along a curve to the left having a central angle of 11°59'33" and a radius of 293.21 feet to the point of tangent; thence N63°29'59"E on the northerly right-of-way of Hugh Daniel Drive a distance of 195.02 feet to the point of curve; thence N80°10'17"E on the northerly right-of-way of Hugh Daniel Drive a chord distance of 195.08 feet along a curve to the right having a central angle of 33°20'37" and a radius of 340.00 feet to the point of beginning.

All lying in the NE1 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 25.100 acres.



## Tract VII

For the point of beginning commence at the northwest corner of the SE $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S1°25'11"W on the west boundary of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  a distance of 1308.92 feet to the southeast corner of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence N89°20'05"W on the north boundary of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 32 a distance of 403.00 feet to a point; thence S38°25'11"W a distance of 310.00 feet to a point; thence S51°04'36"E a distance of 176.49 feet to a point; thence S16°44'33"E a distance of 285.61 feet to a point; thence S66°14'56"E a distance of 231.08 feet to a point; thence N65°18'23"E a distance of 283.49 feet to a point; thence S60°31'47"E a distance of 264.51 feet to a point; thence S31°04'37"W a distance of 86.24 feet to a point on the north right-of-way of Hugh Daniel Drive; thence S63°29'47"E along a curve to the right and on the north right-of-way of said Hugh Daniel Drive a distance of 60.19 feet to a point; thence N31°04'37"E a distance of 230.87 feet to a point; thence N78°21'39"E a distance of 270.12 feet to a point; thence N30°48'18"E a distance of 202.75 feet to a point; thence N18°10'07"W a distance of 878.58 feet to a point; thence N16°43'47"E a distance of 707.00 feet to a point; thence N29°42'07"E a distance of 207.41 feet to a point on the north boundary of said SE $\frac{1}{4}$  of Section 32; thence N88°43'44"W on the north boundary of said SE $\frac{1}{4}$  of Section 32 a distance of 820.34 feet to the point of beginning.

All lying and being in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  and in the SE $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 37.644 acres.

LESS AND EXCEPT TRACT VII-A DESCRIBED BELOW:

## Tract VII-A

For the point of beginning, commence at the Northwest corner of the SE  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 1 deg. 25 min. 11 sec. West on the west boundary of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , a distance of 1308.92 feet to the Southeast corner of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence North 89 deg. 20 min. 05 sec. west on the north boundary of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 32 a distance of 403.00 feet to a point; thence South 38 deg. 25 min. 11 sec. West a distance of 310.00 feet to a point; thence South 51 deg. 04 min. 36 sec. East a distance of 176.49 feet to a point; thence South 16 deg. 44 min. 33 sec. East a distance of 285.61 feet to a point; thence South 66 deg. 14 min. 56 sec. East a distance of 231.08 feet to a point; thence North 65 deg. 18 min. 23 sec. East a distance of 283.49 feet to a point; thence South 60 deg. 31 min. 47 sec. East a distance of 264.51 feet to a point; thence South 31 deg. 04 min. 37 sec. West a distance of 86.24 feet to a point on the North right of way of Hugh Daniel Drive; thence South 63 deg. 29 min. 47 sec. East along a curve to the right and on the North right of way of said Hugh Daniel Drive a chord distance of 60.19 feet to a point; thence North 31 deg. 04 min. 37 sec. East a distance of 230.87 feet to a point; thence North 4 deg. 57 min. 28 sec. West a distance of 1071.58 feet to a point; thence South 88 deg. 43 min. 44 sec. East a distance of 187.10 feet to a point; thence North 16 deg. 43 min. 47 sec. East a distance of 707.00 feet to a point; thence North 29 deg. 42 min. 07 sec. East a distance of 207.41 feet to a point on the North boundary of said SE  $\frac{1}{4}$  of Section 32; thence North 88 deg. 43 min. 44 sec. West on the north boundary of said SE  $\frac{1}{4}$  of Section 32, a distance of 820.34 feet to the point of beginning.

All lying and being in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and in the SE  $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

Tract VIII

To locate the point of beginning commence at the northeast corner of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence S1°33'28"W on the east boundary of said Section 5 a distance of 622.13 feet to a point; thence N89°25'47"W a distance of 1336.19 feet to a point; thence N1°31'43"E a distance of 298.63 feet to a point; thence N88°35'02"W a distance of 30.00 feet to the point of beginning; said point of beginning being the centerline of a 60 foot wide right-of-way easement, said right-of-way being 30 foot either side of said centerline; thence N1°31'43"E on the said centerline a distance of 225.02 feet to a curve to the left; said curve having a central angle of 61°33'55" and a radius of 200.00 feet; thence N29°15'15"W a chord distance of 204.71 feet to the point of tangent; thence N60°02'12"W a distance of 189.02 feet to a curve to the right; said curve being a central angle of 15°08'26" and a radius of 759.06 feet; thence N52°27'59"W a chord distance of 200.00 feet to the point of tangent; thence N44°53'46"W a distance of 83.35 feet to a point on the south right-of-way of Hugh Daniel Drive; thence on a curve to the right having a central angle of 60°55'59" and a centerline radius of 582.42 feet; thence N78°51'52"W a chord distance of 490.97 feet to a curve to the left; said curve having a central angle of 43°18'50" and a centerline radius of 337.47 feet; thence N77°17'04"W a chord distance of 219.56 feet to the point of tangent; thence S81°03'02"W on the south right-of-way of said Hugh Daniel Drive a distance of 205.60 feet to a point; thence S11°06'03"W a distance of 236.48 feet to a point; thence S40°33'24"W a distance of 102.25 feet to a point on the northeast right-of-way of U.S. Highway No. 280; thence along a curve to the right; said curve having a central angle of 89°57'30" and a centerline radius of 2864.79 feet; thence S30°15'57"E a chord distance of 124.78 feet to a point; said point being on the south boundary of Section 32, Township 18 South, Range 1 West; thence S89°27'17"E on the south boundary of said Section 32 a distance of 128.28 feet to the northwest corner of the NE¼ of Section 5, Township 19 South, Range 1 West; thence S1°29'58"W on the west boundary of said NE¼ of Section 5 a distance of 52.66 feet to a point; thence S58°49'40"E a distance of 75.03 feet to a point; thence S66°45'53"E a distance of 74.00 feet to a point; thence S40°16'46"E a distance of 105.94 feet to a point; thence S34°22'18"E a distance of 239.66 feet to a point; thence S67°16'44"E a distance of 623.72 feet to a point; thence S28°13'35"W a distance of 121.19 feet to a point; thence S88°35'02"E a distance of 447.22 feet to the point of beginning.

All lying and being in the SW¼ of the SE¼ and the SE¼ of the SW¼ of Section 32, Township 18 South, Range 1 West and the NW¼ of the NE¼ of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, and containing 15.337 acres.

Tract IX

To locate the point of beginning commence at the northeast corner of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence  $S1^{\circ}33'28''W$  on the east boundary of said Section 5 a distance of 180.34 feet to the point of beginning; thence  $N69^{\circ}34'34''W$  a distance of 528.29 feet to a point; thence  $N45^{\circ}44'54''W$  a distance of 665.17 feet to a point on the south right-of-way of Hugh Daniel Drive; thence  $N82^{\circ}46'51''W$  on the south right-of-way of said Hugh Daniel Drive a distance of 372.00 feet to a curve to the left; said curve having a central angle of  $33^{\circ}47'17''$  and a centerline radius of 275.00 feet; thence  $S80^{\circ}19'31''W$  a chord distance of 136.58 feet to the point of tangent; thence  $S63^{\circ}25'53''W$  on the south right-of-way of said Hugh Daniel Drive a distance of 247.39 feet to a curve to the right; said curve having a central angle of  $60^{\circ}55'59''$  and a centerline radius of 582.42 feet; thence  $S70^{\circ}40'09''W$  a chord distance of 156.83 feet to a point; said point being the centerline of a 60 foot wide right-of-way easement; said right-of-way being 30 feet either side of centerline; thence  $S44^{\circ}53'46''E$  on said centerline a distance of 83.35 feet to a curve to the left; said curve having a central angle of  $15^{\circ}08'26''$  and a radius of 759.06 feet; thence  $S52^{\circ}27'59''E$  a chord distance of 200.00 feet to the point of tangent; thence  $S60^{\circ}02'12''E$  a distance of 189.02 feet to a curve to the right; said curve having a central angle of  $61^{\circ}33'55''$  and a centerline radius of 200.00 feet; thence  $S29^{\circ}15'15''E$  a chord distance of 204.71 feet to the point of tangent; thence  $S1^{\circ}31'43''W$  a distance of 225.02 feet to the point of ending of said 60 foot wide right-of-way easement; thence  $S88^{\circ}35'02''E$  a distance of 30.00 feet to a point on the west boundary of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 5; thence  $S1^{\circ}31'43''W$  on the west boundary of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  a distance of 298.63 feet to the southwest corner of the NE $\frac{1}{4}$  of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; thence  $S89^{\circ}25'47''E$  on the south boundary of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  a distance of 1334.19 feet to a point on the east boundary of said Section 5; thence  $N1^{\circ}33'28''E$  on the east boundary of said Section 5 a distance of 481.81 feet to the point of beginning.

All lying and being in the SE $\frac{1}{4}$  of Section 32, Township 18 South, Range 1 West and in the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and containing 29.513 acres.

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Tract XI

For the point of beginning commence at the northeast corner of the SW $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama; thence S1 $^{\circ}$ 12'39"W on the east boundary of said SW $\frac{1}{4}$  a distance of 1372.77 feet to a point; thence N44 $^{\circ}$ 52'01"W a distance of 798.93 feet to a point; thence N6 $^{\circ}$ 29'40"E a distance of 1590.53 feet to a point; thence N36 $^{\circ}$ 12'25"E a distance of 120.00 feet to a point on the south right-of-way of Hugh Daniel Drive; said point being the end of a curve to the left; said curve having a central angle of 94 $^{\circ}$ 00'04" and a radius of 225.00 feet; thence N79 $^{\circ}$ 22'23"E a chord distance of 329.11 feet to the point of tangent; thence N12 $^{\circ}$ 12'21"E on the southeast right-of-way of Hugh Daniel Drive a distance of 154.89 feet to a curve to the right; said curve having a central angle of 43 $^{\circ}$ 17'11" and a radius of 460.00 feet; thence N53 $^{\circ}$ 50'56"E a chord distance of 339.32 feet to the point of tangent; thence N75 $^{\circ}$ 29'32"E on the southeast right-of-way of said Hugh Daniel Drive a distance of 455.56 feet to a curve to the left; said curve having a central angle of 11 $^{\circ}$ 59'33" and a radius of 373.21 feet; thence N68 $^{\circ}$ 29'45"E a chord distance of 77.97 feet to the point of tangent; thence N63 $^{\circ}$ 29'53"E on the southeast right-of-way of said Hugh Daniel Drive a distance of 195.02 feet to a curve to the right; said curve having a central angle of 47 $^{\circ}$ 55'36" and a radius of 260.00 feet; thence N87 $^{\circ}$ 27'47"E a chord distance of 211.20 feet to the point of tangent; thence S68 $^{\circ}$ 14'25"E on the south right-of-way of said Hugh Daniel Drive a distance 339.12 feet to the intersection of the south right-of-way of Hugh Daniel Drive and the northwest right-of-way of Dunnivant Valley Road; thence along a curve to the left having a central angle of 2 $^{\circ}$ 41'12" and a centerline radius of 5729.57 feet; thence S18 $^{\circ}$ 21'17"W a chord distance of 271.06 feet to the point of tangent; thence S17 $^{\circ}$ 04'05"W on the northwest right-of-way of Dunnivant Valley Road a distance of 1109.04 feet to a point on the south boundary of the NE $\frac{1}{4}$  of said Section 34; thence N89 $^{\circ}$ 36'14"W on the south boundary of said NE $\frac{1}{4}$  a distance of 1124.27 feet to the point of beginning.

All lying and being in the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  and the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NE $\frac{1}{4}$  of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and containing 64.345 acres.

TRACT XIV

For the point of beginning, commence at the Southwest corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 deg. 43 min. 44 sec. East on the south boundary of said NE 1/4 a distance of 939.50 feet to a point; thence North 29 deg. 19 min. 23 sec. East a distance of 351.26 feet to a point; thence North 30 deg. 16 min. 12 sec. West a distance of 55.00 feet to a point; thence North 27 deg. 36 min. 44 sec. East a distance of 772.61 feet to a point; thence North 23 deg. 13 min. 31 sec. East a distance of 680.74 feet to a point; thence North 53 deg. 59 min. 16 sec. East a distance of 200.14 feet to a point; thence North 10 deg. 16 min. 43 sec. East a distance of 711.55 feet to the top of a ridge; thence North 41 deg. 07 min. 32 sec. East and on the top of said ridge a distance of 155.00 feet to the north boundary of said NE 1/4; thence North 88 deg. 56 min. 57 sec. West on the north boundary of said NE 1/4 a distance of 483.06 feet to the centerline of a creek; thence South 15 deg. 31 min. 46 sec. West along centerline of said creek a distance of 67.26 feet to a point; thence South 13 deg. 44 min. 40 sec. East along centerline of said creek a distance of 88.62 feet to a point; thence South 23 deg. 30 min. 19 sec. West along centerline of said creek a distance of 211.09 feet to a point; thence South 51 deg. 59 min. 09 sec. West along centerline of said creek a distance of 196.93 feet to a point; thence South 41 deg. 58 min. 37 sec. West along the centerline of said creek a distance of 117.86 feet to a point; thence South 34 deg. 21 min. 43 sec. West along the centerline of said creek a distance of 102.79 feet to a point; thence South 8 deg. 16 min. 34 sec. West along the centerline of said creek a distance of 103.33 feet to a point; thence South 29 deg. 21 min. 58 sec. West along the centerline of said creek a distance of 108.16 feet to a point; thence South 40 deg. 02 min. 42 sec. West along the centerline of said creek a distance of 169.50 feet to a point; thence South 26 deg. 12 min. 02 sec. West a distance of 456.28 feet to a point; thence South 46 deg. 16 min. 16 sec. West a distance of 300.00 feet to a point; thence South 21 deg. 16 min. 16 sec. West a distance of 700.00 feet to a point; thence South 48 deg. 16 min. 16 sec. West a distance of 530.00 feet to the point of beginning.

All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

TRACT XV

For the point of beginning, commence at the Southwest corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence North 1 deg. 24 min. 12 sec. East on the west boundary of said NE 1/4 a distance of 2226.61 feet to a point; thence South 59 deg. 11 min. 45 sec. East a distance of 1179.62 feet to a point; thence South 26 deg. 12 min. 02 sec. West a distance of 456.28 feet to a point; thence South 46 deg. 16 min. 16 Sec. West a distance of 300.00 feet to a point; thence South 21 deg. 16 min. 16 Sec. West a distance of 700.00 feet to a point; thence South 48 deg. 16 min. 16 sec. West a distance of 530.00 feet to the point of beginning.

All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

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1	
2	50.00
3	3.00
4	
5	1.00
6	
Total	54.00

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 OCT -1 PM 2:26

*[Signature]*  
JUDGE OF PROBATE