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☐ (Check box if applicable) That this mortgage is a construction mortgage which secures an obligation incurred for the acquisition costs of the mortgaged property and/or the construction of an improvement on such property. Mortgagors will comply with the terms of any construction loan agreement made with Mortgagee with regard to such improvements.

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

STC24922-7/00

Mortgagors (last name first):

Bissell Realty, IncorporatedP.O. Box 380157

Mortgagee:

Ms. Jean S. BissellP.O. Box 771

Birmingham, AL 35238-0157
City State Zip

Tesuque, NM 87574-0771
City State Zip

This instrument was prepared by:

Warren C. Matthews3000 SouthTrust Tower420 North 20th StreetBirmingham, AL 35203

THE STATE OF ALABAMA

JEFFERSON AND SHELBY COUNTIES

KNOW ALL MEN BY THESE PRESENTS: That whereas

BISSELL REALTY, INCORPORATED

has become justly indebted to Ms. Jean S. Bissell
 with offices in N/A, Alabama, (together with its successors and assigns,
 hereinafter called "Mortgagee") in the sum of Six Hundred and Thirty-Five Thousand Dollars
Dollars (\$ 635,000.00)
 together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

Indebtedness as used herein includes all obligations of Mortgagor
 under the Note and that certain Assignment and Memorandum of Sale of
 even date herewith entered into among and between Mortgagor, Mortgagee,
 and Harold E. Bissell.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and
 any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or
 hereafter owed by any of the above-named to Mortgagee, whether such indebtedness is primary or secondary, direct or
 indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure
 compliance with all the covenants and stipulations hereinafter contained, the undersigned

BISSELL REALTY, INCORPORATED

(whether one or more, hereinafter called
 "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property
 situated in Jefferson and Shelby Counties, State of Alabama, viz:
 Counties,

SEE ATTACHED SCHEDULE "A"

THIS MORTGAGE IS SECOND AND INFERIOR TO THAT CERTAIN MORTGAGE
 DATED October 29, 1991, AND RECORDED IN 4133
pg 923 (THE "FIRST MORTGAGE").

ALL PROVISIONS SET FORTH HEREIN REGARDING THE RIGHTS OF THE
 LENDER TO RECEIVE INSURANCE AND CONDEMNATION PROCEEDS ARE
 SUBJECT TO THE PROVISIONS OF THE FIRST MORTGAGE.

TE OF ALA. JEFFERSON CO.
 RTIFY THIS INSTRUMENT
 FILED ON

11:30 PM 2:12

IT HAS BEEN PL. ON THIS INSTRUMENT
 J. S. Bissell
 ATTORNEY OF RECORD

Mile N

BOOK 371 PAGE 106

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, or should Mortgagors default in the performance of any covenant under this mortgage (whether or not Mortgagors have defaulted in the payment of such taxes, assessments, liens, or mortgages), Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings and other improvements, on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a standard mortgagee's clause providing at least 10 days notice to Mortgagee of cancellation of such insurance, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the improvements on the mortgaged property, at Mortgagee's election. No crediting of insurance proceeds to the secured indebtedness and no application of the insurance proceeds to repairing or reconstructing improvements on the mortgaged property shall, extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens or mortgages, on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by writing signed by Mortgagee.

8. That those Mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable in full.

thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum of the indebtedness hereby secured.

10. That (a) if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagee for a period of one year or more, or (b) if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagee, or any of them, without Mortgagee's prior written consent, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of one year or less (including all mandatory or optional rental periods) not containing an option to purchase (c) if any Mortgagee is a corporation, and any owner of 5% or more of the voting stock of such corporation sells or otherwise transfers 5% or more of the voting stock of such corporation to any other person or entity, (d) if any Mortgagee is a general partnership, and any partner thereof dies or withdraws from the partnership, or the partnership is dissolved, or (e) if any Mortgagee is a limited partnership, and any general partner thereof dies, withdraws, or is replaced by the limited partner, then in any such event Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagee. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagee, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

10. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee. The provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. Time is of the essence with respect to every covenant contained in this mortgage. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including extensions and renewals of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. And upon the occurrence of any such event, Mortgagee shall have the rights and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at one or more public or private sales, at the election of Mortgagee. At Mortgagee's request, Mortgagors agree to assemble such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagors agree that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagors or mailed to Mortgagors at the address set forth above or such other address as Mortgagors shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee (including attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage or otherwise challenging the right of Mortgagee to foreclose this mortgage); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other liens and mortgages, and in making repairs, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, each of the undersigned

has hereunto set his or her signature and seal or has caused this instrument to be executed by its officer(s) thereunto duly authorized, this

29th day of October, 1991.

BISSSEL REALTY, INCORPORATED (SEAL)

B. J. B. B. (SEAL)

~~09: Vertical CS Map removed~~

_____ (SEAL)

ATTEST:

Ita

(Corporate Seal)

By

Its

I hereby certify that the amount of indebtedness presently incurred is \$

Authorized Signer for Mortgagee

11. Each and every provision of this Real Estate Mortgage and Security Agreement shall be subject to the Addendum attached hereto and to any Addendum being entitled to take effect as printed.

THE STATE OF ALABAMA.

INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19____

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA.

INDIVIDUAL ACKNOWLEDGMENT

_____ COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

whose name _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this _____ day of _____, 19____

(Notarial Seal)

Notary Public

THE STATE OF ALABAMA.

CORPORATE ACKNOWLEDGMENT

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Harold E. Bissell

whose name as _____ President

of the Bissell Realty, Incorporated, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ he; as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 29th day of October, 1991

(Notarial Seal)

[Signature]
My commission expires _____
11-13-94
Notary Public

PLEASE RETURN
TO

REAL ESTATE
MORTGAGE
AND SECURITY
AGREEMENT

THE STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

hereby certify that the within mortgage was

_____d in this office for record on the _____

_____ of _____, 19____

_____ o'clock _____ M., and duly record in

_____ volume _____ of Mortgages, at page

_____ and examined.

Judge of Probate.

**ADDENDUM TO REAL ESTATE MORTGAGE
AND SECURITY AGREEMENT**

1. In the event the Mortgagor sells one or more parcels of the real estate more particularly described in Schedule "A" (the "Real Estate"), and subject to the provisions of that certain Subordination Agreement executed of even date herewith, entered into by and among First Commercial Bank, Jean S. Bissell and Bissell Realty, Incorporated, the Mortgagee consents to release such Real Estate and in consideration for such release, the Mortgagor shall use the proceeds of such sale or sales to prepay the principal of the Note entered into of even date herewith, the amount of such payments being calculated as thirty percent (30%) of the amount of the sale proceeds remaining after taking into account the following:

(i) Expenses related to the sale of the parcel(s) of the Real Estate, including without limitation, the payment of reasonable brokerage commissions, attorneys' fees, taxes, prorations, and costs and expenses of such sale;

(ii) State and federal income taxes payable by the Mortgagor or its stockholders attributable to gain recognized on such sale(s); and

(iii) An amount not to exceed \$25,000.00 to be retained by the Corporation for the establishment or maintenance of a working capital reserve, such amount being equal to the sum required to bring the working capital cash reserve held by the Corporation to \$25,000.00.

2. Mortgagor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in enforcing her rights in the Mortgage.

3. To secure the payment of the indebtedness as defined herein, any other indebtedness of the Mortgagor to the Mortgagee, presently existing or arising hereafter, and to secure compliance with all covenants and stipulations herein contained, the Mortgagor grants to the Mortgagee a security interest in all of Mortgagor's personal property and fixtures, including without limitation all goods (including without limitation equipment and inventory), accounts, chattel paper, documents, instruments and general intangibles, all as defined in the Uniform Commercial Code, wherever situated and whether not owned by Mortgagor or acquired hereafter, together with all repair parts, replacements, substitutions, accessions, additions, attachments and improvements on or related to said property, and all proceeds thereof, with all of the rights of a secured party under the laws of the State of Alabama. The Mortgagor agrees to sign and deliver such additional instruments as may be necessary to perfect Mortgagee's security interest hereunder.

4. An Event of Default under the Note and Guaranty of Payment as executed of even date herewith will constitute an Event of Default under this Mortgage and Security Agreement.

BOOK 371 PAGE 111

EXHIBIT A

(Page 1 of 5 Pages)

PARCEL 1:

A parcel of land situated in Briarwood, A Commercial Subdivision, as recorded in Map Book 157, Pages 5 A, B, & C, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 4 Township 19 South, Range 2 West, Jefferson County, Alabama; thence run East along the South line of said quarter-quarter section for a distance of 640.95 feet to an iron pin found at the point of beginning, said point being on the Northwest right of way of Interstate 459; thence turn an angle to the right of $131^{\circ} 06' 40''$ and run in a Southwesterly direction along the Northwest right of way of said Interstate 459 for a distance of 540.56 feet to an iron pin; thence turn an angle to the right of $31^{\circ} 17' 52''$ and run in a Southwesterly direction for a distance of 285.27 feet to a point; thence turn an angle to the left of $22^{\circ} 19' 13''$ and run in a Southwesterly direction for a distance of 218.31 feet to an iron pin; thence turn an angle to the left of $15^{\circ} 57' 43''$ and run in a Southwesterly direction for a distance of 186.22 feet to an iron pin; thence turn an angle to the right of $11^{\circ} 37' 40''$ and run in a Southwesterly direction for a distance of 70.64 feet to an iron pin, said iron being on a curve to the right, having a central angle of $111^{\circ} 25' 09''$ and a radius of 50.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 97.23 feet to an iron pin, said iron being on a compound curve to the right, having a central angle of $25^{\circ} 01' 07''$ and a radius of 150.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 65.50 feet to an iron pin, said iron being on a compound curve to the right, having a central angle of $41^{\circ} 44' 24''$ and a radius of 370.31 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve for a distance of 269.77 feet to an iron pin; thence run radial to last stated curve in a Northwesterly direction for a distance of 10.00 feet to an iron pin; thence turn an angle to the right of $90^{\circ} 00' 00''$ and run in a Northeasterly direction for a distance of 697.74 feet to an iron pin, said iron being on a curve to the right, having a central angle of $36^{\circ} 20' 08''$ and a radius of 260.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 164.89 feet to an iron pin; thence run tangent to last stated curve in a Northeasterly direction for a distance of 308.01 feet to an iron pin, said iron pin being on a curve to the left, having a central angle of $30^{\circ} 04' 46''$ and a radius of 340.00 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 178.50 feet to an iron pin; thence turn an angle to the right of $151^{\circ} 02' 28''$ from the chord of last stated curve and run in a Southwesterly direction for a distance of 244.84 feet to the point of beginning.

EXHIBIT A

(Page 2 of 5 Pages)

PARCEL 11:

A parcel of land situated in Briarwood, A Commercial Subdivision, as recorded in Map Book 157, Pages 5 A, B, & C, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 5, Township 19 South, Range 2 West; thence run North $88^{\circ} 44' 31''$ West along the North line of said quarter-quarter section for a distance of 665.29 feet to a point; thence run South $00^{\circ} 16' 30''$ East for a distance of 526.32 feet to the point of beginning; thence continue along last stated course for a distance of 557.17 feet to a point; thence run North $62^{\circ} 45' 10''$ East for a distance of 49.73 feet to a point on a curve to the left having a central angle of $10^{\circ} 19' 30''$ and a radius of 768.18 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 138.43 feet to a point on a compound curve to the left having a central angle of $87^{\circ} 34' 46''$ and a radius of 50.00 feet; thence run in a Northeasterly to Northwesterly direction along the arc of said curve for a distance of 76.43 feet to a point on a reverse curve to the right having a central angle of $39^{\circ} 11' 10''$ and a radius of 260.00 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve for a distance of 177.82 feet to a point; thence run South $85^{\circ} 57' 55''$ East for a distance of 10.00 feet to a point on a curve to the right having a central angle of $18^{\circ} 59' 27''$ and a radius of 470.31 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 155.89 feet to a point; thence run North $66^{\circ} 58' 29''$ West for a distance of 188.51 feet to the point of beginning.

EXHIBIT A

(Page 3 of 5 Pages)

PARCEL III:

Two parcels of land situated in D. N. Lee Estates as recorded in Map Book 3, Page 115, in the Office of the Judge of Probate, Shelby County, Alabama, also being in the South Half of the South Half of Section 29, and the North Half of the North Half of Section 32, Township 18 South, Range 1 West, being more particularly described as follows:

PARCEL A:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 18 South, Range 1 West; thence run North along the West line of said quarter-quarter section for a distance of 309.85 feet to an iron pin set at the point of beginning, said point being on the Northwest right of way of Alabama Highway No. 119 known as Cabaha Valley Drive; thence continue along last stated course for a distance of 145.43 feet to an iron pin found; thence turn an angle to the right of $121^{\circ} 15' 15''$ and run in a Southeasterly direction for a distance of 68.20 feet to an iron pin found on the Northwest right of way of said Alabama Highway No. 119; thence turn an interior clockwise angle to the right of $84^{\circ} 21' 06''$ and run in a Northeasterly direction along said Northwest right of way for a distance of 6.88 feet to an iron pin set on a curve to the left having a central angle of $3^{\circ} 36' 08''$ and a radius of 5,530.14 feet; thence turn an interior clockwise angle to the right of $180^{\circ} 33' 45''$ to the chord of said curve and run in a Northwesterly direction along the arc of said curve and also along said Northwest right of way for a distance of 347.69 feet to a concrete monument found; thence turn an interior clockwise angle to the right of $178^{\circ} 12' 00''$ from the chord of last stated curve and run in a Northeasterly direction along said Northwest right of way for a distance of 93.82 feet to an iron pin set; thence turn an interior clockwise angle to the right of $101^{\circ} 23' 58''$ and run in a Northwesterly direction for a distance of 314.01 feet to an iron pin set on the West line of said quarter-quarter section; thence turn an interior clockwise angle to the right of $234^{\circ} 06' 35''$ and run in a Northerly direction along the West line of said quarter-quarter section for a distance of 320.53 feet to an iron pin set at the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 29; thence turn an interior clockwise angle to the right of $89^{\circ} 22' 09''$ and run in a Westerly direction along the North line of said quarter-quarter section for a distance of 1,328.95 feet to an iron pin set at the Northwest corner of said quarter-quarter section; thence turn an interior clockwise angle to the right of $90^{\circ} 37' 24''$ and run in a Southerly direction along the West line of said quarter-quarter section for a distance of 1,077.56 feet to an iron pin found; thence turn an interior clockwise angle to the right of $89^{\circ} 23' 23''$ and run in an Easterly direction for a distance of 1,296.79 feet to an iron pin found on the Northwest right of way of said Alabama Highway No. 119; thence turn an interior clockwise angle to the right of $118^{\circ} 32' 03''$ and run in a Northeasterly direction along said Northwest right of way for a distance of 68.38 feet to the point of beginning.

EXHIBIT A

(Page 4 of 5 Pages)

PARCEL III (continued):

PARCEL B:

Commence at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 18 South, Range 1 West; thence run North along the West line of said quarter-quarter section for a distance of 108.22 feet to an iron pin found, said point being the point of beginning; thence turn an interior clockwise angle to the right of $121^{\circ} 07' 13''$ and run in a Northwesterly direction for a distance of 15.05 feet to an iron pin set on the Southeast right of way of Alabama Highway No. 119 known as Cahaba Valley Road; thence turn an interior counterclockwise angle to the left of $93^{\circ} 04' 44''$ and run in a Northeasterly direction along said Southeast right of way for a distance of 308.49 feet to a concrete monument found, said monument being on a curve to the left having a central angle of $3^{\circ} 36' 04''$ and a radius of 5,610.27 feet; thence turn an interior counterclockwise angle to the left of $181^{\circ} 46' 01''$ to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along said Southeast right of way for a distance of 352.61 feet to an iron pin set; thence run tangent to last stated curve in a Northeasterly direction along said Southeast right of way for a distance of 481.96 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of $81^{\circ} 30' 00''$ and run in a Southeasterly direction for a distance of 1,545.00 feet to an iron pin set in the centerline of Wyatt Spring Branch; thence turn an interior counterclockwise angle to the left of $99^{\circ} 16' 51''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 113.93 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of $128^{\circ} 23' 39''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 116.75 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of $230^{\circ} 22' 52''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 165.49 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $191^{\circ} 04' 46''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 67.26 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $209^{\circ} 16' 16''$ and run in a Southeasterly direction along the centerline of said Branch for a distance of 88.62 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $142^{\circ} 45' 01''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 211.09 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $151^{\circ} 31' 10''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 196.93 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $190^{\circ} 00' 32''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 117.86 feet to an iron pin found; thence turn an interior counterclockwise angle to the left of $187^{\circ} 36' 54''$ and run in a Southwesterly direction along the centerline of said Branch for a distance of 90.64 feet to an iron pin set; thence turn an interior counterclockwise angle to the left of $91^{\circ} 34' 12''$ and run in a Northwesterly direction for a distance of 1,410.77 feet to the point of beginning.

EXHIBIT A

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PARCEL IV:

The following described parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said Southwest Quarter of Southeast Quarter run thence in a Northerly direction along the West line of said quarter-quarter section for a distance of 310.48 feet to the point of beginning of the parcel herein described; thence continue Northward along the same course as before for a distance of 144.91 feet; thence turn an angle to the right of 121 degrees 22 minutes 51 seconds and run Southeasterly 68.20 feet to the Northwest right-of-way line of Alabama Highway 119; thence turn an angle to the right of 86 degrees 38 minutes 31 seconds and run in a Southwesterly direction along said right-of-way line for a distance of 123.91 feet to the point of beginning.

1. Deed Tax	\$	
2. Mtg. Tax	\$	27.50
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Tax Fee	\$	1.00
6. Certified Fee	\$	
Total	\$	32.50

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

91 OCT 31 PM 4:26

JUDGE OF PROBATE