

1. Return copy or recorded original to:

Randall H. Morrow
Maynard, Cooper, Frierson & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2602

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Daniel Oak Mountain Limited Partnership
1200 Corporate Drive
Birmingham, Alabama 35242-2940

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

AmSouth Bank N.A.
P. O. Box 11007
Birmingham, Alabama 35288
Attention: Commercial Real Estate Loan Dept.

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All types (or items) of property described in Schedule I attached hereto and made a part hereof.

Some of said property is now, or may in the future become affixed to the Land described in Exhibit A to said Schedule I. The Debtor is a record owner of the Land. This financing statement is filed as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases between the Debtor and the Secured Party recorded concurrently herewith, in Mortgage Book 398, at Page 964. This financing statement is to be cross-indexed in the Real Estate Mortgage Records.

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

Daniel Oak Mountain Limited Partnership
By Daniel Realty Investment Corporation-
Oak Mountain, Its General Partner

By: [Signature]

Signature(s) of Debtor(s)

Its: President

Type Name of Individual or Business

3 OFFICE

4 PHABETICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

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

92 MAR 31 AM 5:14

4. ASSIGNEE OF SECURED PARTY (IF ANY)

(Last Name First if a Person)

JUDGE OF PROBATE

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

0	0	0	8	0	0
1	0	0			
2	0	0			
3	0	0			
5	0	0			
6	0	0			
7	0	0			

13.00 + 13.00 = 26.00

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ N/AMortgage tax due (15¢ per \$100.00 or fraction thereof) \$ * (see block 5)8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

AmSouth Bank N.A.

Signature(s) of Secured Party(ies) or Assignee

By: Mary B Voorhees

Signature(s) of Secured Party(ies) or Assignee

Vice President

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

030883

EXHIBIT A

Description of the Land

Parcel I - Access Road Property:

A parcel of land situated in the North 1/2 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and lying between LOTS 1 & 2, GREYSTONE - 2ND SECTOR AND LOTS 1 & 2, GREYSTONE - 3RD SECTOR being more particularly described as follows:

Commence at the Southeast corner of the N.W.1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run N89°11'44"W along the South line of said 1/4 section a distance of 1396.91 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119; thence N24°52'40"E along said right-of-way line a distance of 858.01 feet to the P.C. (point of curve) of a curve to the right; thence N26°19'52"E along the chord of said curve a distance of 300.73 feet to a point on the southeasterly right-of-way line of Alabama Highway No. 119 and the P.C.C. (point of compound curve) of a curve to the right, said point also being the point of beginning; thence N74°09'13"E along the chord of said curve a distance of 37.03 feet to the P.T. (point of tangent) of said curve; thence S59°41'25"E a distance of 267.79 feet to a point; thence S63°19'19"E a distance of 157.86 feet to a point; thence S59°41'25"E a distance of 457.46 feet to the P.C. (point of curve) of a curve to the left having a radius of 490.00 feet and a central angle of 84°21'05"; thence N78°08'02"E along the chord of said curve a distance of 657.98 feet to the P.T. (point of tangent) of said curve; thence N35°37'29"E along the tangent of said curve a distance of 11.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 760.00 feet and a central angle of 14°32'51"; thence N43°13'54"E along the chord of said curve a distance of 192.45 feet to the P.T. (point of tangent) of said curve; thence N50°30'20"E tangent to said curve a distance of 83.29 feet to a point; thence N26°40'48"E a distance of 24.75 feet to a point; thence N50°30'20"E a distance of 647.10 feet to the P.C. (point of curve) of a curve to the right having a radius of 966.30 feet and a central angle of 17°30'; thence N59°15'20"E along the chord of said curve a distance of 293.99 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 721.69 feet and a central angle of 25°00'; thence N55°30'20"E along the chord of said curve a distance of 312.40 feet to the P.T. (point of tangent) of said curve; thence N43°00'20"E tangent to said curve a distance of 70.71 feet to a point; thence N46°59'20"W a distance of 60.00 feet to a point; thence S43°00'20"W a distance of 70.71 feet to the P.C. (point of curve) of a curve to the right having a radius of 661.69 feet and a central angle of 25°00'; thence S55°30'20"W along the chord of said curve a distance of 286.43 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 1026.30 feet and a central angle of 17°30'; thence S59°15'20"W along the chord of said curve a distance of 312.25 feet to the P.T. (point of tangent) of said curve; thence S50°30'20"W tangent to said curve a distance of 511.40 feet to a point; thence N26°40'48"E a distance of 24.75 feet to a point; thence

linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) Tenant Leases and Rents. (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which the Debtor is the lessor, licensor or sublessor, including any of the same now in existence, and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges payable to the Debtor, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or Personal Property, together with any and all rights and claims of any kind that the Debtor may have against any Tenant; and (iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any governmental authority and any and all payments made by Tenants in lieu of rent.

(e) Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of the Debtor in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

(f) Condemnation Awards. Any and all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made to the Debtor or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights described herein, as a result of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or decrease in value of the Real Property or the Personal Property.

(g) General Intangibles and Agreements. (i) Subject to the prior rights, if any, of other persons, all general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights described herein, or the management and operation of any business of the Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets, including the nonexclusive right to use the name "Greystone" and any logo, copyright or trademark associated therewith in the naming of or advertising for the Project and the Real Property, and the sale of Lots and other Parcels therein; (ii) subject to the prior rights, if any, of other persons, the good will of any business conducted or operated on the Real Property, all governmental permits relating to the construction, renovation or operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property described herein, or used or useful in connection therewith, whether now or hereafter entered into.

(h) Construction Documents. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) Sale Contracts. (i) All Sale Contracts, (ii) all guarantees of payment or performance of any of the obligations of the Purchasers under the Sale Contracts, (iii) all Gross Sales Proceeds and other sums payable under the Sale Contracts, including all earnest money and other deposits paid or to be paid thereunder, and (iv) all awards, dividends and other payments heretofore or hereafter made to the Debtor in any court proceedings involving any of the Purchasers under the Sale Contracts in any bankruptcy, insolvency or reorganization proceedings in any state or federal court (the Debtor having appointed the Secured Party as the Debtor's irrevocable attorney in fact to appear in any such proceeding and to collect any such award, dividend or other payment).

(j) Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(k) Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(l) Other Property. Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

As used in this financing statement, the following terms shall have the following meanings:

Access Road shall mean the proposed access road from Alabama Highway 119 to the Development on the property described as Parcel I in Exhibit A hereto.

Access Road Subproject shall mean the Subproject consisting of the installation of the Access Road (as defined in the Construction Loan Agreement), as shown on the drawing attached as Exhibit I to the Construction Loan Agreement.

Architect Contracts shall mean the contracts between the Architects and the Debtor providing for the design of the Project, or any Subproject, the preparation of the Plans, the supervision of construction of the Project, or any Subproject, and any other architectural, engineering and similar services with respect to the Project, or any Subproject.

Architects shall mean the architects, engineers and consultants and other persons responsible for the design of the Project, or any Subproject, the preparation of the Plans, the supervision of construction of the Project, or any Subproject, or any other architectural, engineering or similar services with respect to the Project, or any Subproject.

Construction Contracts shall mean the contracts between the Contractors and the Debtor providing for the construction of the Project, or any Subproject.

Construction Documents shall mean (i) all plans and specifications for any of the Project (including the Plans); (ii) all contracts (including the Architect Contracts) with Architects or other persons responsible for the preparation or evaluation of any of such plans and specifications; (iii) all construction contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or material in connection therewith; (iv) all contracts with managers and consultants relating to the design, construction and development of any of the Project; (v) all rights of the Debtor as a third party beneficiary under all contracts pertaining to the design, construction and development of any of the Project as to which the Debtor is not a signatory party; and (vi) all other contracts and agreements related to the design, construction and development of any of the Project, including the Project Budget, Construction Schedule, Sources and Uses of Funds Statement and other documents described in Section 4.05 of the Construction Loan Agreement.

Construction Loan Agreement shall mean the Construction Loan Agreement dated March 27, 1992 between the Debtor and the Secured Party relating to the financing of construction of the Project.

Contractors shall mean the contractors for the Project, or any Subproject.

Development shall mean Greystone, a residential subdivision proposed to consist of improved, single-family Lots, together with the Golf Course, Golf Course Improvements and other existing and planned Improvements and amenities, situated on the Land, the Golf Course Property and certain other real estate located in Shelby County, Alabama generally described in the Zoning Plan.

Estate Lots Account shall mean the account established by the Debtor with the Secured Party pursuant to Section 2.02 of the Construction Loan Agreement.

Estate Lots Subproject shall mean the Subproject consisting of the Improvements to the Estate Lots (as defined in the Construction Loan Agreement), as shown on the drawing attached as Exhibit I to the Construction Loan Agreement.

Golf Course shall mean the 18-hole golf course within the Development, as shown on the Zoning Plan; provided, however, that the Golf Course, the Golf Course Improvements and the Golf Course Property are not encumbered by the Mortgage securing the New DOM Loan.

Golf Course Improvements shall mean the following Improvements related to the Golf Course: interim clubhouse utilizing modular buildings to house a pro shop, small grille area, administrative offices and limited locker room facilities, grading and site preparation work for the permanent clubhouse buildings, parking facilities and other improvements related to the Golf Course; provided, however, that the Golf Course, the Golf Course Improvements and the Golf Course Property are not encumbered by the Mortgage securing the New DOM Loan.

Golf Course Property shall mean the real property situated in Shelby County, Alabama, described in Exhibit A-1 to the Mortgage and Security Agreement dated September 28, 1990, executed by Daniel Oak Mountain and Daniel Links in favor of the Secured Party and recorded in the Probate Office of Shelby County, Alabama, in Book 312, page 331, as amended; provided, however, that the Golf Course, the Golf Course Improvements and the Golf Course Property are not encumbered by the Mortgage securing the New DOM Loan.

Gross Sales Proceeds shall mean the gross sale proceeds of any Lot, Parcel or other part of the Real Property.

Lot shall mean a lot in the Real Property as platted and subdivided on the Subdivision Plats for the Real Property from time to time.

New DOM Loan shall mean the loan not to exceed \$3,570,000 in principal amount to be made by the Secured Party to the Debtor under the terms of the Construction Loan Agreement.

Parcel shall mean any parcel of land (other than a Lot within a recorded Subdivision Plat) that is included in the Real Property and that is proposed to be sold by the Debtor.

Plans shall mean the complete and final working plans and specifications prepared by the Architects for constructing and developing the Project (or each Subproject), and all amendments and modifications thereto.

Project shall mean a certain project consisting of Improvements the construction of which is to be financed with the proceeds of the Advances and advances from the Estate Lots Account and completed in accordance with the Plans on the Land, together with related utilities, roads and other off-site Improvements, if any, described in the Plans, said project being generally described as the completion of the improvement (including clearing and grubbing, rough grading, water and sewer (sanitary and storm) lines, drainage, streets paving, curbs and gutters) of the Lots (and adjoining streets) and completion of the Access Road.

Purchasers shall mean the parties other than the Debtor named in the Sale Contracts as the purchaser(s) therein, and their respective heirs, successors and assigns.

Regular Lots Subproject shall mean the Subproject consisting of the Improvements to the Regular Lots (as defined in the Construction Loan Agreement), as shown on the drawing attached as Exhibit I to the Construction Loan Agreement.

Sale Contract shall mean any sale contract heretofore or hereafter entered into by the Debtor with any person for the sale of any Lot or Parcel in the Real Property (or the grant of any option to purchase, right of first refusal, right to select the Lot or Parcel in the Real Property, or any other right or interest whatsoever with respect to any Lot or Parcel in the Real Property).

Subdivision Plats shall mean the subdivision plat for each Subproject and any other phase, sector or other portion of the Real Property, and any amendments, supplements, revisions and other changes thereto.

Subproject shall mean a separate portion of the Project approved by the Secured Party for treatment as a separate subproject under the Construction Loan Agreement, such as the Access Road Subproject, the Estate Lots Subproject and the Regular Lots Subproject.

Zoning Plan shall mean the zoning plan for the Development dated January 18, 1991, a copy of which has been furnished to and approved by the Secured Party, as amended from time to time with the prior written approval of the Secured Party.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Debtor is the record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) Land. All those certain lot(s), piece(s) or parcel(s) of land located in Shelby County, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, together with all other property, rights and interests described in said Exhibit A (all of the foregoing hereinafter collectively called the "Land").

(b) Improvements. All buildings, structures, facilities, roads, lakes and other improvements (including the Project) now or hereafter located on the Land, and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Debtor or in which the Debtor has or shall acquire an interest, including any recreational facilities now or hereafter located on the Land, such as tennis courts or swimming pools, and (subject to the prior rights, if any, of other persons) any pumping stations, lines and other equipment now or hereafter used in connection with the sewage system on the Land (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) Personal Property. All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Debtor and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Debtor thereon) though not attached to the Real Property; or for which the proceeds of the New DOM Loan or advances from the Estate Lots Account have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, motor vehicles, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows,

a central angle of 17°-30'-00" and a radius of 966.30 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 295.14 feet to a point on a reverse curve to the left having a central angle of 25°-00'-00" and a radius of 721.69 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 314.90 feet to a point; thence run tangent to last stated curve in a Northeasterly direction for a distance of 70.71 feet to a point on a curve to the right having a central angle of 90°-06'-53" and a radius of 25.00 feet; thence run in a Northeasterly to Southeasterly direction along the arc of said curve for a distance of 39.32 feet to a point on a compound curve to the right having a central angle of 4°-32'-50" and a radius of 2,424.18 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 192.39 feet to a point; thence run tangent to last stated curve in a Southeasterly direction for a distance of 93.79 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a Northeasterly direction for a distance of 60.00 feet to the point of beginning.

Parcel II - Estate Lots Property:

Part of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Section 33 and thence run North along the West line of said Section 33 for 1,330.19 feet to a point on the Southwest line of Lot 1, Greystone First Sector, Phase I, as recorded in Map Book 14, Page 91, in the Office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the right of 128°-06'-40" and run in a Southeasterly direction along the Southwest line of said Lot 1 for 130.85 feet to the point of beginning; thence turn an angle to the left of 84°-59'-36" and run in a Northeasterly direction along the Southeast line of Lots 1, 2, and 3 in said Greystone First Sector, Phase I, for 454.48 feet to a point; thence turn an angle to the right of 08°-40'-37" and run in a Northeasterly direction along the Southeast line of Lots 4, 5, & 6 in said Greystone First Sector, Phase I, for 431.76 feet to a point; thence turn an angle to the right of 30°-30'-25" and run in a Northeasterly direction for 60.00 feet to the Southeast corner of Lot 7 in said Greystone First Sector, Phase I; thence turn an angle to the left of 37°-45'-47" and run in a Northeasterly direction along the Southeast line of Lots 7, 8 & 9 in said Greystone First Sector, Phase I, for 569.16 feet to a point; thence turn an angle to the left of 23°-16'-58" and run in a Northeasterly direction along the Southeast line of Lots 10, 11 & 12 of said Greystone First Sector, Phase I, for 515.40 feet to a point; thence turn an angle to the right of 37°-46'-39" and run in a Northeasterly direction for 359.70 feet to a point; thence turn an angle to the right of 81°-55'-50" and run in a Southwesterly direction for 415.28 feet to a point; thence turn an angle to the left of 23°-37'-14" and run in a Southeasterly direction for 151.28 feet to a point; thence turn an angle to the left of 69°-48'-35" and run in a Northeasterly direction for 177.12 feet to a point on the 810 Contour; thence turn an angle to the right of 52°-27'-51" and run in a Southeasterly direction along the 810 Contour for 132.83 feet to a point; thence turn an angle to the left of 40°-09'-36" and run in a Northeasterly direction along the 810 Contour for 37.65 feet to a point; thence turn an angle to the left of 25°-38'-46" and run in a Northeasterly direction along the 810 Contour for 87.79 feet to a point; thence turn an angle to the right of 01°-38'-16" and run in

a Northeasterly direction along the 810 Contour for 111.20 feet to a point; thence turn an angle to the right of $131^{\circ}-05'-18''$ and run in a Southeasterly direction along the 810 Contour for 107.63 feet to a point; thence turn an angle to the left of $27^{\circ}-54'-00''$ and run in a Southeasterly direction along the 810 Contour for 58.43 feet to a point; thence turn an angle to the left of $09^{\circ}-47'-22''$ and run in a Southeasterly direction along the 810 Contour for 81.49 feet to a point; thence turn an angle to the right of $119^{\circ}-59'-17''$ and run in a Southwesterly direction along the 810 Contour for 37.39 feet to a point; thence turn an angle to the left of $07^{\circ}-42'-58''$ and run in a Southwesterly direction along the 810 Contour for 77.35 feet to a point; thence turn an angle to the left of $47^{\circ}-44'-30''$ and run in a Southwesterly direction along the 810 Contour for 62.22 feet to a point; thence turn an angle to the right of $41^{\circ}-22'-20''$ and run in a Southwesterly direction along the 810 Contour for 39.44 feet to a point; thence turn an angle to the left of $31^{\circ}-58'-01''$ and run in a Southwesterly direction along the 810 Contour for 57.68 feet to a point; thence turn an angle to the left of $56^{\circ}-13'-06''$ and run in a Southeasterly direction along the 810 Contour for 38.37 feet to a point; thence turn an angle to the left of $24^{\circ}-57'-18''$ and run in a Southeasterly direction along the 810 Contour for 35.37 feet to a point; thence turn an angle to the left of $22^{\circ}-49'-41''$ and run in a Southeasterly direction along the 810 Contour for 39.58 feet to a point; thence turn an angle to the right of $91^{\circ}-39'-43''$ and run in a Southwesterly direction along the 810 Contour for 24.04 feet to a point; thence turn an angle to the left of $49^{\circ}-44'-04''$ and run in a Southeasterly direction along the 810 Contour for 66.40 feet to a point; thence turn an angle to the left of $39^{\circ}-53'-07''$ and run in a Southeasterly direction along the 810 Contour for 57.75 feet to a point; thence turn an angle to the left of $28^{\circ}-30'-13''$ and run in a Northeasterly direction along the 810 Contour for 44.51 feet to a point; thence turn an angle to the right of $121^{\circ}-52'-51''$ and run in a Southwesterly direction along the 810 Contour for 70.26 feet to a point; thence turn an angle to the left of $24^{\circ}-02'-19''$ and run in a Southeasterly direction along the 810 Contour for 55.89 feet to a point; thence turn an angle to the left of $34^{\circ}-26'-55''$ and run in a Southeasterly direction along the 810 Contour for 57.56 feet to a point; thence turn an angle to the left of $24^{\circ}-46'-36''$ and run in a Southeasterly direction along the 810 Contour for 98.49 feet to a point; thence turn an angle to the right of $60^{\circ}-37'-34''$ and run in a Southeasterly direction along the 810 Contour for 68.85 feet to a point; thence turn an angle to the right of $58^{\circ}-59'-02''$ and run in a Southwesterly direction along the 810 Contour for 100.12 feet to a point; thence turn an angle to the left of $47^{\circ}-40'-52''$ leaving said 810 Contour and run in a Southwesterly direction for 32.32 feet to a point on the Northerly right of way line of Hugh Daniel Drive; thence $58^{\circ}-37'-57''$ right to become tangent to a curve to the left, said curve having a radius of 4,540.00 feet and subtending a central angle of $05^{\circ}-46'-48''$; thence run Southwesterly along said right of way line and along the arc of said curve for 457.99 feet to the end of said curve; thence at tangent to said curve continue Southwesterly along said right of way line for 90.62 feet to the beginning of a curve to the right, said curve having a radius of 443.89 feet and subtending a central angle of $22^{\circ}-12'-53''$; thence run Southwesterly along said right of way line and along the arc of said curve for 172.10 feet to the end of said curve, said point also being the beginning of a curve to the left, said curve having a radius of 331.62 feet and subtending a central angle of $29^{\circ}-51'-15''$; thence run Southwesterly along said right of way line and along the arc of said curve for 172.79 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 138.92 feet to the beginning of a curve to the right, said curve having a radius of 1,560.00 feet and subtending a central angle of $07^{\circ}-$

45'-25"; thence run Southwesterly along said right of way line and along the arc of said curve for 211.20 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 192.38 feet to the beginning of a curve to the left, said curve having a radius of 540.00 feet and subtending a central angle of 08°-25'-01"; thence run Southwesterly along said right of way line and along the arc of said curve for 79.33 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 49.12 feet to the beginning of a curve to the right, said curve having a radius of 920.00 feet and subtending a central angle of 33°-24'-16"; thence run Southwesterly along said right of way line and along the arc of said curve for 536.37 feet to the end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 169.47 feet to the beginning of a curve to the right, said curve having a radius of 1,610.00 feet and subtending a central angle of 20°-00'-20"; thence run Westerly along said right of way line and along the arc of said curve for 562.14 feet to the end of said curve; thence at tangent to said curve run Northwesterly along said right of way line for 131.60 feet; thence 78°-47'-24" right and run north and parallel with the west line of said Section 33 for 372.19 feet to the point of beginning. Said parcel contains 64.438 acres.

Parcel III - Regular Lots Property:

Commence at a 3" capped iron locally accepted to be the southwest corner of the northwest quarter of said Section 33, thence run north along the west line of said quarter Section for a distance of 2,646.97 feet to an iron locally accepted to be the northwest corner of said Section 33; thence turn an angle to the right of 131° 18' 38" and run in a southeasterly direction for a distance of 2,054.10 feet to an iron pin found at the point of beginning, said point being the northwest corner of Lot 13, St. Charles at Greystone as recorded in Map Book 16, Page 5 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 25° 40' 35" and run in a southeasterly direction along the northeast line of said Lot 13 and Lot 12 in said St. Charles at Greystone for a distance of 439.96 feet to an iron set; thence turn an angle to the left of 8° 14' 24" and run in a southeasterly direction for a distance of 597.07 feet to an iron pin set; thence turn an angle to the left of 3° 32' 28" and run in a southeasterly direction for a distance of 279.58 feet to an iron pin set; thence turn an angle to the left of 73° 33' 17" and run in a northeasterly direction for a distance of 690.21 feet to an iron pin set; thence turn an angle to the right of 3° 26' 40" and run in a northeasterly direction for a distance of 60.00 feet to an iron pin set; thence turn an angle to the right of 13° 47' 09" and run in a northeasterly direction for a distance of 130.06 feet to an iron pin set; thence turn an angle to the right of 4° 48' 17" and run in a northeasterly direction for a distance of 575.59 feet to an iron pin set; thence turn an angle to the right of 5° 23' 33" and run in a northeasterly direction for a distance of 269.71 feet to an iron pin set; thence turn an angle to the left of 21° 34' 30" and run in a northeasterly direction for a distance of 212.94 feet to an iron pin set; thence turn an angle to the left of 41° 08' 59" and run in a northwesterly direction for a distance of 77.51 feet to an iron pin set; thence turn an angle to the right of 89° 02' 58" and run in a northeasterly direction for a distance of 619.62 feet to an iron pin set; thence turn an angle to the left of 31° 34' 58" and run in a northeasterly direction for a distance of 884.66 feet to an iron pin set; thence turn an angle to the left of 5° 08' 54" and run in a northeasterly direction for a distance

S50°30'20"W a distance of 264.64 feet to the P.C. (point of curve) of a curve to the left having a radius of 840.00 feet and a central angle of 14°32'51"; thence S43°13'54"W along the chord of said curve a distance of 212.70 feet to the P.T. (point of tangent) of said curve; thence S35°57'29"W tangent to said curve a distance of 11.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 410.00 feet and a central angle of 84°21'05"; thence S78°08'02"W along the chord of said curve a distance of 550.55 feet to the P.T. (point of tangent) of said curve; thence N59°41'25"W tangent to said curve a distance of 457.46 feet to a point; thence N56°03'30"W a distance of 157.86 feet to a point; thence N59°41'25"W a distance of 272.73 feet to the P.C. (point of curve) of a curve to the right; thence N15°13'20"W along the chord of said curve a distance of 35.33 feet to a point on the Southeasterly right-of-way line of Alabama Highway No. 119, said point being on a curve; thence in a Southwesterly direction along the Southeasterly right-of-way line of Alabama Highway No. 119 to the point of beginning.

AND

A parcel of land situated in Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of said Section 32, thence run South along the East line of said Section 32 for a distance of 1,039.75 feet to a point on the North line of Lot 138, Greystone 1st Sector Phase II as recorded in Map Book 15, Page 61, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 98°-12'-21" and run in a Northwesterly direction along the North line of Lots 138, 137, 136, and 135 in said Greystone 1st Sector Phase II for a distance of 616.75 feet to the point of beginning, said point being the Northwest corner of said Lot 135; thence turn an angle to the right of 38°-16'-15" and run in a Northwesterly direction for a distance of 93.78 feet to a point on a curve to the left having a central angle of 4°-28'-30" and radius of 2,484.18 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 194.02 feet to a point on a reverse curve to the right having a central angle of 96°-52'-52" and a radius of 25.00 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 42.27 feet to a point; thence turn an angle to the left of 90°-00'-00" from the tangent of last stated curve and run in a Northwesterly direction for a distance of 60.00 feet to a point on a curve to the left having a central angle of 7°-04'-22" and a radius of 531.60 feet; thence turn an angle to the left of 93°-32'-11" to the chord of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 65.62 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 125.72 feet to a point on a curve to the right having a central angle of 25°-00'-00" and a radius of 661.69 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 288.72 feet to a point on a reverse curve to the left having a central angle of 17°-30'-00" and a radius of 1,026.30 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 313.46 feet to a point; thence run tangent to last stated curve in a Southwesterly direction for a distance of 99.82 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a Southeasterly direction for a distance of 60.00 feet to a point; thence turn an angle to the left of 90°-00'-00" and run in a Northeasterly direction for a distance of 99.82 feet to a point on a curve to the right having

of 135.22 feet to an iron pin set; thence turn an angle to the left of $31^{\circ} 03' 52''$ and run in a northerly direction for a distance of 153.84 feet to an iron pin set; thence turn an angle to the left of $32^{\circ} 31' 27''$ and run in a northwesterly direction for a distance of 200.00 feet to an iron pin set; thence turn an angle to the right of $90^{\circ} 00' 00''$ and run in a northeasterly direction for a distance of 88.92 feet to an iron pin set; thence turn an angle to the left of $90^{\circ} 00' 00''$ and run in a northwesterly direction for a distance of 254.50 feet to an iron pin set; thence turn an angle to the left of $89^{\circ} 44' 52''$ and run in a southwesterly direction for a distance of 89.48 feet to an iron pin set; thence turn an angle to the right of $16^{\circ} 56' 19''$ and run in a southwesterly direction for a distance of 133.66 feet to an iron pin set on a curve to the left having a central angle of $6^{\circ} 35' 19''$ and a radius of 672.02 feet; thence turn an angle to the right of $58^{\circ} 43' 55''$ to the chord of said curve and run in a northwesterly direction along the arc of said curve for a distance of 77.28 feet to an iron pin set; thence turn an angle to the left of $93^{\circ} 17' 51''$ from the chord of last stated curve and run in a southwesterly direction for a distance of 60.00 feet to an iron pin found; thence turn an angle to the left of $15^{\circ} 50' 11''$ and run in a southwesterly direction for a distance of 436.50 feet to an iron pin found; thence turn an angle to the right of $4^{\circ} 32' 39''$ and run in a southwesterly direction for a distance of 390.85 feet to an iron pin found; thence turn an angle to the right of $35^{\circ} 25' 50''$ and run in a southwesterly direction for a distance of 539.61 feet to an iron pin found; thence turn an angle to the right of $3^{\circ} 47' 10''$ and run in a southwesterly direction for a distance of 304.60 feet to an iron pin found; thence turn an angle to the left of $61^{\circ} 40' 38''$ and run in a southwesterly direction for a distance of 483.13 feet to an iron pin found; thence turn an angle to the right of $23^{\circ} 49' 53''$ and run in a southwesterly direction for a distance of 246.54 feet to an iron pin found; thence turn an angle to the right of $6^{\circ} 08' 33''$ and run in a southwesterly direction for a distance of 488.45 feet to an iron pin set; thence turn an angle to the right of $4^{\circ} 40' 13''$ and run in a southwesterly direction for a distance of 122.96 feet to an iron pin set; thence turn an angle to the right of $29^{\circ} 40' 40''$ and run in a southwesterly direction for a distance of 280.52 feet to an iron pin set; thence turn an angle to the left of $61^{\circ} 25' 23''$ and run in a southwesterly direction for a distance of 637.16 feet to an iron pin set; thence turn an angle to the right of $81^{\circ} 33' 37''$ and run in a northwesterly direction for a distance of 198.67 feet to an iron pin found; thence turn an angle to the right of $54^{\circ} 03' 10''$ and run in a northwesterly direction for a distance of 590.52 feet to an iron pin found; thence turn an angle to the left of $73^{\circ} 57' 45''$ and run in a southwesterly direction for a distance of 80.56 feet to an iron pin found; thence turn an angle to the left of $62^{\circ} 01' 09''$ and run in a southwesterly direction for a distance of 612.54 feet to an iron pin set; thence turn an angle to the right of $14^{\circ} 56' 24''$ and run in a southwesterly direction for a distance of 155.70 feet to the point of beginning. Said parcel contains 62.55 acres, more or less.

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

92 MAR 31 AM 5:14

John H. [Signature]
JUDGE OF PROBATE