

THIS MORTGAGE IS RECORDED SIMULTANEOUSLY WITH A SECOND MORTGAGE AND SECURITY AGREEMENT FROM DANIEL U.S. PROPERTIES LIMITED PARTNERSHIP II, AN ALABAMA LIMITED PARTNERSHIP, TO COUSINS, INC., AN ALABAMA CORPORATION. BOTH MORTGAGES SECURE A SINGLE INDEBTEDNESS OF DANIEL REALTY COMPANY IN THE PRINCIPAL SUM OF \$9,500,000.00. MORTGAGE TAX UPON THE ENTIRE INDEBTEDNESS WILL BE PAID UPON THE RECORDING OF THIS MORTGAGE. NO ADDITIONAL RECORDING TAX WILL BE PAYABLE UPON THE RECORDING OF THE OTHER MORTGAGE, WHICH IS GIVEN AS ADDITIONAL COLLATERAL.

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)
SHELBY COUNTY)

**SECOND MORTGAGE
AND SECURITY AGREEMENT**

THIS SECOND MORTGAGE AND SECURITY AGREEMENT, made as of the 27th day of December, 1996, is by and among DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership (hereinafter called "Daniel Oak Mountain"), DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership (hereinafter called "Links"), and GREYSTONE GOLF CLUB, INC., an Alabama nonprofit corporation (hereinafter called the "Club"), as mortgagor whose address is c/o Daniel Realty Corporation, 1200 Corporate Drive, Suite 400, Birmingham, Alabama, 35242, Attention: T. Charles Tickle (Daniel Oak Mountain, Links and the Club are hereinafter collectively called "Mortgagor"), and COUSINS, INC., an Alabama corporation, as mortgagee and secured party, whose address is 2500 Windy Ridge Parkway, Suite 1600, Atlanta, Georgia 30339, Attention: Corporate Secretary (hereinafter called "Lender").

W I T N E S S E T H:

WHEREAS, Daniel Realty Company, an Alabama general partnership ("Borrower") is justly indebted to Lender for borrowed money in the principal sum of Nine Million Five Hundred Thousand Dollars (\$9,500,000) (the "Loan"), as evidenced by that certain Secured Promissory Note of even date herewith from Borrower, payable to Lender in installments with interest thereon (said Promissory Note, as the same may hereafter be renewed, extended or modified, being herein collectively called the "Note"), and that certain Omnibus Agreement of even date herewith between and among Borrower, Daniel Oak Mountain, certain affiliates and related entities of Borrower and Lender (as the same may hereafter be modified, the "Omnibus Agreement"; capitalized terms not otherwise defined herein will have the meanings assigned in the Omnibus Agreement); and

WHEREAS, Borrower, Daniel Oak Mountain and other affiliates of Borrower are collectively engaged in a common enterprise for the development, leasing and management of real estate projects and for the rendering

Inst # 1996-42692
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of services in connection with such activities, so that Daniel Oak Mountain will benefit from the making of the Loan; and

WHEREAS, as a condition precedent to making the Loan, the Lender has required that the Mortgagor execute this Mortgage as security for the Loan.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the sum of Ten Dollars, and other valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower under the Note, this Mortgage and all other Loan Documents (all of such indebtedness and obligations secured hereby being referred to herein as the "Secured Indebtedness"), Mortgagor has bargained and sold and does hereby grant, bargain, sell, alien, and convey unto the Lender, its successors and assigns, all of their respective interests in the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in *Exhibit A* attached hereto and by this reference made a part hereof (the "Land"); and

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage, including, without limitation, those items of collateral which are more particularly described on *Exhibit B* hereto; provided, however, that with respect to any items of equipment and personal property which are leased and not owned, the Mortgaged Property shall include the Mortgagor's leasehold interest only, together with any option to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired; and

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Mortgaged Property from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, security deposits and escrow funds, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same, reserving only the right to Mortgagor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by this Mortgage; and

(e) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by the Mortgagor relating to the use and operation of the Mortgaged Property; and

(f) All rights, powers, and reservations as the "Developer" under (i) the Greystone Residential Declaration of Covenants, Conditions and Restrictions as recorded in the Probate Office of Shelby County, Alabama in Real 317, Page 260 et seq., as amended from time to time, and (ii) the Greystone Office Park Declaration of Covenants, Conditions and Restrictions dated as of September 18, 1992, as recorded as Instrument No. 1992-22117 in said Probate Office, as amended, and (iii) the Greystone Commercial Declaration of Covenants, Conditions, and Restrictions dated as of October 16, 1990, as recorded in Book 314, Page 506 in said Probate Office, as amended, as such rights, powers, and reservations shall apply to the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject however to the terms and conditions herein set forth.

PROVIDED, HOWEVER, that, if the Borrower shall pay to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein, and if the Borrower and the Mortgagor shall keep, perform, and observe all and singular the covenants and promises in each of the Loan Documents expressed to be kept, performed, and observed by and on their part, all without any deduction or credit for taxes or other similar charges paid by the Borrower or the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest, and rights hereby granted, bargained, and sold shall cease, determine, and be void, but shall otherwise remain in full force and effect.

AND the Mortgagor, subject to the provisions of Section 3.11 below, covenants and agrees with the Lender as follows:

ARTICLE I

1.1 Warranty of Title. Daniel Oak Mountain is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that, except as otherwise set forth in Schedule B-Section 2 of the title insurance policy delivered to the Lender in connection with this Mortgage (a "Permitted Encumbrance"), the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.2 Monthly Tax Deposits. If required by the Lender, Daniel Oak Mountain will pay to the Lender, monthly throughout the term of the Note, an amount equal to one-twelfth (1/12th) of the yearly taxes and assessments as estimated by the Lender to be sufficient to enable the Lender to pay, at least thirty (30) days before they become due, all taxes, assessments, and other similar charges against the Mortgaged Property or any part thereof. Such payments shall be held in trust by Lender but no interest shall be payable in respect thereof. Upon demand of the Lender, Daniel Oak Mountain agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, assessments and similar charges. Upon the occurrence of an Event of Default, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section 1.2 remaining to Daniel Oak Mountain's credit. Notwithstanding anything provided in this Section 1.2 to the contrary, the rights of Lender under this Section 1.2 may not be exercised by Lender if the holder of the First Mortgage (as hereinafter defined) has elected to receive or escrow funds for such taxes.

1.3 Other Taxes, Utilities and Liens.

(a) The Mortgagor will pay promptly, when and as due, and will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Section 1.2 hereof), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Mortgagor or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Mortgagor will pay promptly all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities.

(c) The Mortgagor shall pay promptly and will not suffer any mechanic's, laborer's, statutory, or other lien which might or could be prior to or equal to the lien of this Mortgage to remain outstanding upon any of the Mortgaged Property, unless arrangements satisfactory to Lender are made with respect thereto, provided, however, that if the holder of the First Mortgage has approved such arrangements, then the same shall be deemed approved by Lender.

1.4 Insurance. The Mortgagor will procure for, deliver to, and maintain for the benefit of the Lender during the life of this Mortgage, insurance policies as required by the Omnibus Agreement. The form of such policies and the companies issuing them shall be, subject to the terms of the Omnibus Agreement, acceptable to the Lender. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall, subject to the rights and interest of the holder of the First Mortgage, pass to the purchaser or grantee.

Proceeds of insurance shall be payable, and shall be applied, as provided in the Omnibus Agreement.

If required by the Lender, Daniel Oak Mountain will pay to the Lender, monthly throughout the term of the Note, an amount equal to one-twelfth (1/12th) of the yearly premiums for insurance. Such amount shall be used by Lender to pay such insurance premiums when due. Such payments shall be held in trust but no interest shall be payable in respect thereof. Upon demand of the Lender, Daniel Oak Mountain agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such insurance premiums. Upon the occurrence of an Event of Default the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount paid in accordance herewith remaining to Daniel Oak Mountain's credit. Notwithstanding anything provided in this Section 1.4 to the contrary, the rights of Lender under this Section 1.4 may not be exercised by Lender if the holder of the First Mortgage has elected to receive or escrow funds for such insurance.

1.5 Condemnation. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Property, or any portion thereof (a "Proceeding"), will notify the Lender immediately of the pendency of such Proceeding. The Lender shall, subject to the terms of the Club SNDA and the Links SNDA (both as hereinafter defined) and subject to the terms and conditions of the First Mortgage, be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any Proceeding and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, and the Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. The Lender, after deducting therefrom all its reasonable expenses, including attorney's

fees, may release any moneys so received by it from a Proceeding without affecting the lien of this Mortgage or may, subject to the terms of the Club SNDA and the Links SNDA, apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. Notwithstanding anything provided in this Section 1.5 to the contrary, all rights and interests of Lender created or granted pursuant to this Section 1.5 are subject to the terms and provisions of Section 3.10 below. For purposes hereof, (i) the "Club SNDA" shall mean that certain Subordination, Nondisturbance and Attornment Agreement of even date herewith among Links, Club and Lender and (ii) the "Link SNDA" shall mean that certain Subordination, Nondisturbance and Attornment Agreement of even date herewith among Daniel Oak Mountain, Links and Lender.

1.6 Care of the Property.

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to the Mortgagor and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice of the same to the Lender.

(d) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(e) The Mortgagor will comply promptly with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) Subject to the provisions of Section 3.10 below, if all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will restore promptly the Mortgaged Property to substantially the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor. Subject to the provisions of Section 3.10 below, if a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor will restore promptly, repair or alter the remaining property in a manner reasonably satisfactory to the Lender.

1.7 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Lender, the Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, perfect, or to continue and preserve the obligation of the Mortgagor under this Mortgage, and the lien of this Mortgage as a second priority lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Mortgagor so to do. The lien hereof

will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.8 Leases Affecting Mortgaged Property. The Mortgagor will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Subject to the provisions of Section 3.10 below, if requested by Lender, Mortgagor will furnish Lender with executed copies of all leases now or hereafter created on said premises and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Except for rent as may be held as a security deposit or as otherwise provided in the Links Lease or the Club Sublease (as such terms are defined in the Assignment of Rents and Leases dated of even date herewith executed by Daniel Oak Mountain and Links in favor of Lender to be recorded contemporaneously herewith), Mortgagor will not accept payment of rents in advance for periods in excess of thirty (30) days.

1.9 Expenses. The Mortgagor will pay or reimburse the Lender for all reasonable attorney's fees, costs, and expenses incurred by the Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding, or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting any of the Loan Documents, Mortgagor, or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender in connection with a default or Event of Default hereunder shall bear interest at the Default Rate, shall be payable upon demand, and shall be secured by the lien of this Mortgage.

1.10 Performance by Lender of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment, or charge levied or assessed against the Mortgaged Property (unless the same is being contested in good faith by Mortgagor in accordance with the provisions of the First Mortgage), in the payment of any utility charge, whether public or private, in the payment of insurance premium, in the procurement of insurance coverage and the delivery of the insurance policies required hereunder, or in the performance or observance of any covenant, condition, or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made for costs or incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Lender with interest thereon at the Default Rate. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium and of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor.

1.11 Books and Records. The Mortgagor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property and will furnish to Lender the financial and operating statements required under Section 10.5 of the Omnibus Agreement.

1.12 Documents Accurate. All documents furnished to Lender by or on behalf of Mortgagor as part of or in support of the Loan are, in all material respects, true, correct, complete and accurately represent the matters to which they pertain.

1.13 Security Agreement. With respect to the apparatus, fittings, fixtures and articles of personal property referred to or described in this Mortgage, or in any way connected with the use and enjoyment of the Mortgaged Property, this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as a part of the Mortgaged Property, in compliance with the provisions of the Uniform Commercial Code as enacted in the state wherein the Land is situated, and Mortgagor hereby grants to Lender a security interest in said personal property, subject and subordinate to the rights of SouthTrust under the SouthTrust Loan Documents (both as hereinafter defined). A financing statement or statements

reciting this Mortgage to be a second priority security agreement affecting all of said personal property aforementioned shall be executed by Mortgagor and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default hereunder, shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Lender's sole election. Mortgagor and Lender agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Lender that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for taking or for loss of value, or (iii) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Lender as determined by this instrument or affect the priority of Lender's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Lender in the event any court shall at any time hold, with respect to the foregoing items (i), (ii), or (iii), that notice of Lender's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. This Mortgage may be filed as a financing statement in any office where Lender deems such filing necessary or desirable, and Mortgagor will promptly upon demand reimburse Lender for the costs therefor.

ARTICLE II

2.1 Events of Default. The terms "Event of Default" or "Events of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

(a) The occurrence of any Event of Default (as therein defined) under the Omnibus Agreement, any other Loan Document or the First Mortgage; or

(b) The sale, transfer, lease (other than leases in the ordinary course of business), assignment, or other disposition, voluntarily or involuntarily, of the Mortgaged Property, or, except as otherwise permitted in Section 10.39 and Section 28 of the Omnibus Agreement, any part thereof or any interest therein, or, except for Permitted Encumbrances, any further encumbrance of the Mortgaged Property, unless the prior written consent of Lender is obtained (which consent may be granted or refused in Lender's sole discretion).

2.2 Acceleration of Maturity. If an Event of Default shall occur, Lender shall have the rights and remedies provided in the Omnibus Agreement, including, without limitation, the right to declare the entire Secured Indebtedness immediately due and payable. No omission on the part of Lender to exercise any option when entitled to do so shall be construed as a waiver of such right.

2.3 Right to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Mortgagor, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Mortgaged Property without the appointment of a receiver or an application

therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Lender. Mortgagor will pay to Lender, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Lender, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Secured Indebtedness and shall be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personally and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise act with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender from time to time may determine to be in its best interest. Lender may collect and receive all the rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as Lender may at its option pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender, Lender shall apply the remainder of the monies and proceeds so received by Lender, first, to the payment of accrued interest; second, to the payment of deposits required in Section 1.4 and to other sums required to be paid hereunder; and third, to the payment of overdue installments of principal. Anything in this Section 2.3 to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Lender of its rights under this Mortgage, and Lender shall be liable to account only for the rents, incomes, issues and profits actually received by Lender.

(d) Whenever all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall have been paid and all Events of Default shall have been cured, Lender shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.4 Performance by Lender. Upon the occurrence of an Event of Default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Lender may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Lender in connection therewith, with interest thereon at the Default Rate, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Lender. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor. Notwithstanding anything to the contrary herein, Lender shall have no obligation, explicit or implied, to pay, perform, or observe any term, covenant, or condition.

2.5 Receiver. If any Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Secured Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect

and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Land is situated. Mortgagor will pay unto Lender upon demand all expenses, including receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.5, and upon any Mortgagor's failure to pay the same, any such amounts shall be added to the Secured Indebtedness and shall be secured by this Mortgage.

2.6 Lender's Power of Enforcement and Power of Sale.

(a) If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce performance of this Mortgage or any right, power or remedy hereunder, (ii) to foreclose this Mortgage and to sell the Mortgaged Property, as an entirety or in separate lots or parcels, as provided by applicable law, and (iii) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Lender may determine.

(b) If an Event of Default shall have occurred and be continuing, Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Court House door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

2.7 Purchase by Lender. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Lender may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.8 Application of Proceeds of Sale. In the event of a foreclosure or other sale of all or any portion of the Mortgaged Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including reasonable attorneys' fees (attorneys fees and expenses shall become absolutely due and payable whenever foreclosure is commenced); then to insurance premiums, liens, assessments, taxes and charges including utility charges advanced by Lender hereunder, and interest thereon; then to payment of the Secured Indebtedness and accrued interest thereon, in such order of priority as Lender shall determine, in its sole discretion; and finally the remainder, if any, shall be paid to Mortgagor, or to the person or entity lawfully entitled thereto.

2.9 Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.10 Waiver of Appraisement, Valuation, Etc. Mortgagor agrees, to the full extent permitted by law, that in case of a default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

2.11 Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Secured Indebtedness, or any part thereof.

2.12 Discontinuance of Proceedings. In case Lender shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then in every such case, Mortgagor and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred.

2.13 Remedies Not Exclusive. Lender shall be entitled to exercise all rights and powers under this Mortgage or under any other of the Loan Documents or other agreement or under any laws now or hereafter in force, notwithstanding that some or all of the Secured Indebtedness may now or hereafter be otherwise secured, whether by mortgages, deeds of trust, deeds to secure debt, pledges, liens, assignments or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Mortgage and any other security now or hereafter held by Lender in such order and manner as they or either of them may in their absolute discretion determine. No right or remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender or to which it otherwise may be entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lender.

2.14 No Waiver.

(a) No delay or omission by Lender or by any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this Mortgage to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver expressed or implied by Lender to or of any breach or default by Mortgagor in the performance of the obligations of Mortgagor hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Lender to complain of any act or failure to act or failure to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder or impair any rights, powers or remedies of Lender hereunder.

(b) No act or omission by Lender shall release, discharge, modify, change or otherwise affect the original liability under or this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, cosigner, endorser, surety or guarantor, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any default then existing or of any subsequent default, nor alter the lien of this Mortgage, except as expressly provided in an instrument or instruments executed by Lender. Without limiting the generality of the foregoing, Lender may (i) grant forbearance or an extension of time for the payment of all or any portion of the Secured Indebtedness; (ii) take other or additional security for the payment of any of the Secured Indebtedness; (iii) waive or fail to exercise any right granted herein or in the Note; (iv) release any part of the Mortgaged Property from the security interest or lien of this Mortgage or otherwise change any of the terms, covenants, conditions or agreements of the Note or this Mortgage; (v) release any other collateral securing the Secured Indebtedness; (vi) consent to the filing of any map, plat or replat affecting the Mortgaged Property; (vii) consent to the granting of any easement or other right affecting the Mortgaged Property; (viii) make or consent to any agreement subordinating the security title or lien hereof, or (ix) take or omit to take any action whatsoever with respect to the Note, this Mortgage, the Mortgaged Property or any document or instrument evidencing, securing or in any way related to the Secured Indebtedness,

all without releasing, discharging, modifying, changing or affecting any such liability, or precluding Lender from exercising any such right, power or privilege or affecting the lien of this Mortgage. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the Secured Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.15 Suits to Protect the Mortgaged Property. Lender shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or constitute a default under this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the rents, issues, profits and revenues arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be prejudicial to the interest of Lender.

2.16 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

2.17 Tradenames, etc. During the exercise of any right in the Mortgaged Property pursuant to this Article II, Lender shall not be liable to Mortgagor for any inadvertent violation or infringement upon any tradename, trademark, service mark, or logo relating to the Mortgaged Property, and Mortgagor waives any claim for any such violation or infringement that occurs prior to notice of such infringement by Mortgagor to Lender.

ARTICLE III

3.1 Successors and Assigns. This Mortgage shall inure to the benefit of and be binding upon Mortgagor and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Mortgage to "Mortgagor" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Mortgagor or Lender, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

3.2 Terminology. All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to Articles, Sections or subparagraphs shall refer to the corresponding Articles, Sections or subparagraphs of this Mortgage unless specific reference is made to Articles, Sections or subparagraphs of another document or instrument.

3.3 Severability; Complete Agreement. If any provisions of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Mortgage constitutes the full and complete agreement of the parties and supersedes all prior negotiations, correspondence, and memoranda relating to the subject matter hereof, and this Mortgage may not be amended except by a writing signed by the parties hereto.

3.4 Applicable Law. The laws of the State of Alabama shall govern the validity, interpretation, construction, enforcement and performance of this Mortgage. If, for any reason or to any extent any word, term, provision, or clause of this Mortgage, or its application to any person or situation, shall be found by a court or other adjudicating authority to be invalid or unenforceable, the remaining words, terms, provisions or clauses shall be enforced, and the affected word, term, clause or provision shall be applied, to the fullest extent permitted by law.

3.5 Notices. All notices and other communications provided for hereunder shall be in writing and be given in accordance with the applicable provisions of the Omnibus Agreement.

3.6 Assignment. This Mortgage is assignable by Lender only in accordance with the terms and conditions of the Omnibus Agreement and any such assignment hereof by Lender shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Lender.

3.7 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Secured Indebtedness.

3.8 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

3.9 Release of Mortgaged Property. Reference is hereby made to Section 10.39 and Section 28 of the Omnibus Agreement, pursuant to which Lender has agreed to release portions of the Mortgaged Property, upon compliance with the provisions set forth therein.

3.10 Prior Mortgage. (a) This Mortgage is subsequent, subject and subordinate to that certain Mortgage and Security Agreement (the "First Mortgage") dated January 17, 1996 by and between Mortgagor and SouthTrust Bank of Alabama, National Association ("SouthTrust") and recorded as Instrument No. 1996-01842 in the Office of the Judge of Probate of Shelby County, Alabama. The First Mortgage secures a note (the "First Note") in the original principal amount of \$17,600,000.00; the unpaid principal balance of the First Note as of the day hereof is approximately \$13,945,336 and the First Note currently is held by SouthTrust. Borrower hereby agrees to pay, in accordance with its terms, the First Note and hereby agrees to comply with all of the covenants, terms and obligations of the First Mortgage, the First Note and all related loan documents (collectively, the "SouthTrust Documents").

(b) Subject to the rights of the holder of the First Mortgage under that certain Intercreditor Agreement dated December 27, 1996 by and between SouthTrust and Lender, upon the occurrence of an "Event of Default" (as defined in the SouthTrust Documents) by Borrower under any of the SouthTrust Documents, such shall constitute a default hereunder and under the Note and, in any such event, Lender, at Lender's sole option, may do any one or more of the following: (a) declare immediately due and payable the Note secured hereby and proceed to exercise any and all remedies available to Lender hereunder and under the Note, at law or in equity; (b) cure each and every such default by any means including, without limitation, by the payment of monies necessary or desirable to cure such default; and (c) purchase or obtain an assignment of the SouthTrust Documents. Lender shall have the aforesaid rights either to cure such defaults or to purchase or obtain such assignment without further confirmation or authorization therefor, and, upon the occurrence of any such "Event of Default" (as defined in the SouthTrust Documents) under the SouthTrust Documents, Borrower hereby appoints and constitutes Lender as Borrower's duly authorized attorney in fact to make advances under this Mortgage for any purpose described in this paragraph, and such power is coupled with an interest and is irrevocable by death or otherwise. In the event Lender so cures any such default by such payment of monies as hereinabove provided, Borrower hereby agrees that such monies, together with interest thereon at a rate one percent (1.0%) per annum higher than the rate then being charged under the Note, shall be immediately due and payable by Borrower to Lender and shall be secured by this Mortgage.

(c) Borrower hereby further covenants and agrees with Lender that Borrower will not alter, modify or in any way amend any of the SouthTrust Documents by increasing the indebtedness thereunder, or otherwise, without the prior written consent of Lender, which consent shall not be unreasonably withheld by Lender, and any such alteration, modification or amendment attempted to be made without such prior written consent of Lender shall be null and void.

(d) Borrower hereby assigns to Lender all surplus funds (not exceeding the amount of the Secured Indebtedness) which may, upon foreclosure, come into the hands of the holder of the indebtedness secured by the First Mortgage, and Borrower hereby directs that said surplus funds be paid over to Lender or Lender's assigns, and not to Borrower, to the full extent required to satisfy the Secured Indebtedness, and Borrower hereby releases and relinquishes any and all rights, title, interest and claims in and to such proceeds to that extent. The term "foreclosure" as used in this paragraph shall mean and include, without limitation, foreclosure of all or any part of the Property encumbered hereby or by exercise of the power of sale contained in the Mortgage or any prior security deed, judicial foreclosure, conveyance in lieu of foreclosure, or other means.

(e) Borrower shall deliver to Lender a copy of any written notice of default delivered to Borrower by the holder(s) of the First Mortgage, or any successors thereof, which copy shall be hand delivered or mailed, postage prepaid, registered mail, return receipt requested, property addressed to Lender within five (5) days after receipt thereof.

(f) Notwithstanding anything provided in this Mortgage to the contrary, if pursuant to any term or provision in this Mortgage or any of the Loan Documents, Lender is authorized to take action or approve the taking of any action by Borrower or is entitled to any proceeds which would constitute any portion of the Mortgaged Property and SouthTrust has a similar right under any of the SouthTrust Documents, then all rights of SouthTrust under the SouthTrust Documents shall be superior to those of Lender hereunder.

3.11 Liability of Links and Club. Links and the Club have joined in the execution of this Mortgage solely for the purpose of conveying their respective leasehold interests in that portion of the Mortgaged Property which is described in *Exhibit C* hereto (the "Golf Club Property") to Lender as additional security for the performance by Borrower of its obligations under the Note and the other Loan Documents. Notwithstanding anything provided herein to the contrary, (a) all representations, warranties, covenants and conveyances made by Links and the Club with respect to the Mortgaged Property are limited to the Golf Club Property and those Improvements thereto, (b) neither Links nor the Club shall have any personal liability of any nature with respect to any of the covenants, conditions, terms and provisions set forth herein or in any of the other Loan Documents and (c) neither Links, the Club nor any of their respective partners (general or limited), officers, directors or members shall be personally liable for the payment of any sum or the performance of any obligations set forth herein or in any of the Loan Documents and Lender acknowledges and agrees that its sole remedy against either Links or the Club upon the occurrence of any Event of Default hereunder or under any of the Loan Documents shall be to foreclose this Mortgage and any of the security interests or other collateral described herein, it being the intent of the parties that no deficiency judgment shall be sought or taken against Links, the Club, or any of their respective partners (either general or limited), officers, directors, or members. Lender acknowledges and agrees that neither Links, the Club nor any of their respective partners (general or limited), officers, directors or members shall be liable for any deficiency or other personal money judgment upon the occurrence of any Event of Default hereunder or under any of the other Loan Documents. Furthermore, Lender has contemporaneously herewith entered into the Club SNDA and the Links SNDA which shall supersede anything provided herein to the contrary and, in the event of any conflict or ambiguity between the terms and provisions of the Club SNDA and the Links SNDA and this Mortgage, the terms of the Club SNDA and the Links SNDA shall at all times control.

3.12 Waiver of Jury Trial. MORTGAGOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATING TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT

TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, OR IN CONNECTION WITH ANY TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGOR AND LENDER AGREE THAT LENDER MAY FILE A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF MORTGAGOR IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MORTGAGOR AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY. MORTGAGOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, INCLUDING LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH DISPUTE OR CONTROVERSY, SEEK TO ENFORCE THE PROVISIONS OF THIS SECTION, AND MORTGAGOR ACKNOWLEDGES THAT LENDER HAS, IN PART, BEEN INDUCED TO MAKE THE EXTENSION OF CREDIT EVIDENCED BY THE NOTE IN RELIANCE ON THE PROVISIONS OF THIS SECTION.

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

DANIEL OAK MOUNTAIN LIMITED PARTNERSHIP, an Alabama limited partnership

BY: **DANIEL REALTY INVESTMENT CORPORATION--OAK MOUNTAIN**, an Alabama corporation
Its General Partner

BY: 

Donald K. Lloyd
Its Senior Vice President

DANIEL LINKS LIMITED PARTNERSHIP, an Alabama limited partnership

BY: **DANIEL REALTY INVESTMENT CORPORATION--OAK MOUNTAIN**, an Alabama corporation
Its General Partner

BY: 

Donald K. Lloyd
Its Senior Vice President

GREYSTONE GOLF CLUB, INC.,
an Alabama nonprofit corporation

BY: 

Donald K. Lloyd
Its Vice President

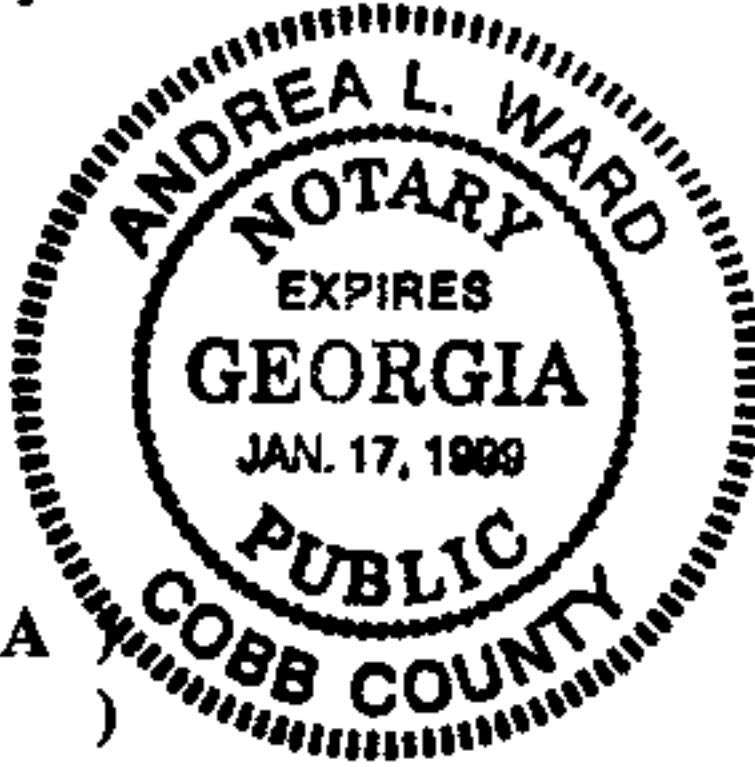
STATE OF GEORGIA)
FULTON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald K. Lloyd, whose name as Senior Vice President of Daniel Realty Investment Corporation--Oak Mountain, an Alabama corporation, as general partner of Daniel Oak Mountain Limited Partnership, an Alabama limited partnership, 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 said conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner, as aforesaid.

Given under my hand and seal of office this 27th day of December, 1996

[NOTARIAL SEAL]

STATE OF GEORGIA)
FULTON COUNTY)



Andrea L. Ward
Notary Public

My commission expires: 1-17-99

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald K. Lloyd, whose name as Senior Vice President of Daniel Realty Investment Corporation--Oak Mountain, an Alabama corporation, as general partner of Daniel Links Limited Partnership, an Alabama limited partnership, 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 said conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner, as aforesaid.

Given under my hand and seal of office this 27th day of December, 1996.

[NOTARIAL SEAL]

STATE OF GEORGIA)
FULTON COUNTY)



Andrea L. Ward
Notary Public

My commission expires: 1-17-99

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Donald K. Lloyd, whose name as Vice President of Greystone Golf Club, Inc., an Alabama nonprofit 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 said conveyance, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as general partner, as aforesaid.

Given under my hand and seal of office this 27th day of December, 1996

[NOTARIAL SEAL]

ATL-213603.6
(Greystone)



Andrea L. Ward
Notary Public

My commission expires: 1-17-99

EXHIBIT A

GREYSTONE PARCEL #1

1. Lots 5 and 17, according to the Amended Map of Greystone, First Sector, Phase VII as recorded in Map Book 17, Page 53 in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office").
2. Lots 9B, according to a Resurvey of Lots 9A and 12A of a Resurvey of Lots 9, 10, 12 and 13, Greystone, 1st Sector, Phase VII as recorded in Map Book 20, Page 14 in said Probate Office.
3. Lot 10A, according to a Resurvey of Lots 9, 10, 12 and 13, Greystone, First Sector, Phase VII as recorded in Map Book 19, Page 131 in said Probate Office.
4. Lot 24A, according to a Resurvey of Lots 20, 22, 23 and 24, of the Amended Map of Greystone, First Sector, Phase VII as recorded in Map Book 19, Page 55 in said Probate Office.
5. Lots 25A, 26A and 27A, according to a Resurvey of Lots 25, 26, 27 and 28, Greystone, First Sector, Phase VII as recorded in Map Book 20, Page 54 in said Probate Office.
6. Lots 7 and 14, according to the Survey of Greystone, 4th Sector as recorded in Map Book 16, Pages 89 A, B and C in said Probate Office.
7. Lot 6A, according to the Resurvey of Lots 5 and 6, Greystone, 4th Sector as recorded in Map Book 17, Page 97 in said Probate Office.
8. Lots 40, 51, 59, 62, 66, 77 and 90, according to the Survey of Greystone, 5th Sector, Phase I as recorded in Map Book 17, Pages 72 A, B and C in said Probate Office.
9. Lot 23, according to the Survey of Greystone, 5th Sector, Phase II as recorded in Map Book 17, Page 118 in said Probate Office.
10. Lot 11-B, according to a Resurvey of Lot 11A, Greystone, 5th Sector, Phase II as recorded in Map Book 21, Page 152 in said Probate Office.
11. Lots 1, 9, 29, 30, 31, 37, 43, 55, 56 and 57, according to a Survey of Greystone, 6th Sector as recorded in Map Book 17, Pages 54 A, B and C in said Probate Office.
12. Lots 12A and 13A, according to a Resurvey of Lots 9, 11 12 and 13 Greystone, 7th Sector as recorded in Map Book 21, Page 35 in said Probate Office.
13. Lots 14, 15, 38 and 54, according to a Survey of Greystone, 7th Sector, Phase I, as recorded in Map Book 18, Pages 120 A, B and C in said Probate Office.

14. Lot 50A, according to a Resurvey of Lot 50, Greystone, 7th Sector, Phase I as recorded in Map Book 19, Page 162 in said Probate Office.

15. Lots 2, 3, 13, 15 and 27, according to a Survey of Greystone, 7th Sector, Phase II as recorded in Map Book 19, Page 121 in said Probate Office.

16. Lot 1, Lots 4 through 10, Lot 15, Lots 19 through 34, Lots 36 through 40 according to a Survey of Greystone, 7th Sector, Phase IV as recorded in Map Book 21, Pages 38 A and B in said Probate Office.

17. Lots 2, 6, 46, 56 and 57, according to a Survey of Greystone, 8th Sector as recorded in Map Book 20, Pages 93 A and B in said Probate Office.

18. Lots 1 through 9, Lots 11 through 13, Lots 22 and 28, Lots 33 through 36 and Lots 40 and 41, according to the Amended Map of The Crest at Greystone as recorded in Map Book 18, Page 17 A, B, C and D in said Probate Office.

19. Lots 1 through 3 and Lots 5 through 21, according to a Survey of Greystone, 8th Sector, Phase I as recorded in Map Book 21, Page 151 in said Probate Office.

20. Lots 1 through 11, according to a Survey of Greystone, 9th Sector as recorded in Map Book 21, Page 143 in said Probate Office.

21. Lot 1, according to the Survey of Greystone, 4th Sector, 1st Addition as recorded in Map Book 21, Page 153 in said Probate Office.

22. A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 27, Township 18 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of said Section 27, thence run in an easterly direction along the North line of said Section 27 for a distance of 390.00 feet to the Northernmost corner of Lot 18 in Greystone 7th Sector, Phase II as recorded in Map Book 19, on Page 121, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 96 degrees, 28 minutes, 52 seconds and run in a southwesterly direction along the Northwest line of said Lot 18 for a distance of 165.00 feet to the Northeast corner of Lot 12 in said Greystone 7th Sector, Phase II; thence turn an angle to the right of 70 degrees, 37 minutes, 37 seconds and run in a southwesterly direction along the Northwest line of said Lot 12 for a distance of 147.49 feet to the Northwest corner of said Lot 12, said corner being on the Northern right-of-way of Rosemont Road as recorded in said Greystone 7th Sector, Phase II, said corner also being on a curve to the left having a central angle of 205 degrees, 47 minutes, 04 seconds and a radius of 50 feet; thence turn an angle to the right of 0 degrees, 00 minutes, 00 seconds to the radius of said curve and run in a

northwesterly to southwesterly direction along the arc of said curve for a distance of 179.57 feet to the Northeast corner of Lot 8 in said Greystone 7th Sector, Phase II; thence run in a westerly direction along the North line of said Lot 8 for a distance of 141.14 feet to the Northwest corner of said Lot 8, said corner being on the West line of said Section 27; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a northerly direction along the West line of said Section 27 for a distance of 238.49 feet to the point of beginning.

GREYSTONE PARCEL #2

Lot 5A, according to a Resurvey of Lots 3, 4 and 5, Greystone Commercial, 2nd Phase and a part of Lot 1, Greystone Commercial as recorded in Map Book 20, Page 139 in said Probate Office.

GREYSTONE PARCEL #3

A parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a 3" capped iron locally accepted to be the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 28, thence run South 89 degrees 14 minutes 53 seconds East along the North line of said 1/4-1/4 section for a distance of 1001.15 feet to an iron pin found at the Northeast corner of Lot 2 in Greystone 8th Sector as recorded in Map Book 20, on Page 93 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 111 degrees 38 minutes 34 seconds and run South 22 degrees 23 minutes 42 seconds West along the Northwest side of Lots 2 and 3 in said Greystone 8th Sector for a distance of 272.33 feet to an iron pin found at the Northeast corner of Lot 4 in said Greystone 8th Sector; thence turn an angle to the right of 36 degrees 08 minutes 48 seconds and run South 58 degrees 32 minutes 30 seconds West along the Northwest side of Lots 4, 5 and 6 in said Greystone 8th Sector for a distance of 397.38 feet to an iron pin found; thence turn an angle to the left of 16 degrees 15 minutes 33 seconds and run South 42 degrees 16 minutes 56 seconds West along the Northwest side of Lots 6, 7 and 8 in said Greystone 8th Sector for a distance of 345.35 feet to an iron pin set at the Northwest corner of said Lot 8; thence turn an angle to the left of 21 degrees 30 minutes 30 seconds and run South 20 degrees 46 minutes 26 seconds West for a distance of 58.16 feet to an iron pin set at the Northeast corner of Lot 38 in said Greystone 8th Sector; thence turn an angle to the right of 27 degrees 47 minutes 07 seconds and run South 48 degrees 33 minutes 33 seconds West along the Northwest side of Lots 38, 39 and 40 in said Greystone 8th Sector for a distance of 458.93 feet to an iron pin found at the Northeast corner of Lot 41 in said Greystone 8th Sector; thence turn an angle to the right of 5 degrees 50 minutes 57 seconds and run South 54 degrees 24 minutes 30 seconds West along the Northwest side of said Lot 41 for a distance of 111.79 feet to an iron pin found at the Northeast corner of Lot 42 in said Greystone 8th Sector; thence turn an angle to the right of 9 degrees 01 minutes 56 seconds and run South 63 degrees 26 minutes 26 seconds West along the Northwest side of said Lot 42 for a distance of 111.33 feet to an iron pin found at the Northeast corner of Lot 43 in said Greystone 8th Sector; thence turn an angle to the right of 10 degrees 58 minutes 11 seconds and run South 74 degrees 24 minutes 38 seconds West along the Northwest side of said Lot 43 for a distance of 111.31 feet to an iron pin found at the Northeast corner of Lot 44 in said Greystone 8th Sector; thence turn an angle to the right of 10 degrees 57 minutes 48 seconds and run South 85 degrees 22 minutes 26 seconds West along the Northwest side of said Lot 44 for a distance of 111.38 feet to an iron pin found at the Northeast corner of Lot 45 in said Greystone 8th Sector; thence turn an angle to the right of 4 degrees 58 minutes 21 seconds and run North 89 degrees 39 minutes 13 seconds West along the North side of said Lot 45 for a distance of 158.19 feet to an iron pin found at the Northwest corner of said Lot 45; thence turn an angle to the left of 95 degrees 27 minutes 26 seconds and run South 5 degrees 06 minutes 40 seconds East along the Southwest side of said Lot 45 for a distance of 235.19 feet to an iron pin set on a curve to the left having a central angle of 8 degrees 22 minutes 47 seconds and a radius of 504.23 feet; thence turn an angle to the left of 0 degrees 01 minutes 30 seconds to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 73.75 feet to an iron pin set; thence run South 76 degrees 29 minutes 04 seconds West for a distance of 269.39 feet to an iron pin set; thence turn an angle to the left of 96 degrees 18 minutes 10 seconds and run South 19 degrees 49 minutes 06 seconds East for a distance of 62.68 feet to an iron pin set; thence turn an angle to the left 15 degrees 52 minutes 20 seconds and run South 35 degrees 41 minutes 26 seconds East for a distance of 107.14 feet to an iron pin set; thence turn an angle to the right of 26 degrees 28 minutes 24 seconds and run South 9 degrees 13 minutes 02 seconds East for a distance of 35.27 feet to an iron pin set; thence turn an angle to the right of 55 degrees 59 minutes 34 seconds and run South 46 degrees 46 minutes 32 seconds West for a distance of 28.14 feet to an iron pin set; thence turn an angle to the left of 114 degrees 54 minutes 18 seconds and run South 68 degrees 07 minutes 46 seconds East for a distance of 32.06 feet to an iron pin set; thence turn an angle to the right of 40 degrees 33 minutes 55 seconds and run South 27 degrees 33 minutes 51 seconds East for a distance of 106.72 feet to an iron pin set; thence turn an angle to the right of 19 degrees 49 minutes 52 seconds and run South 7 degrees 43 minutes 58 seconds East for a distance of 42.83 feet to an iron pin set; thence turn an angle to the right of 17 degrees 34 minutes 22 seconds and run South 9 degrees 50 minutes 24 seconds West for a distance of 97.42 feet to an iron pin set; thence turn an angle to the right of 19 degrees 35 minutes 13 seconds and run South 29 degrees 25 minutes 37 seconds West for a distance of 38.69 feet to an iron pin set; thence turn an angle to the left of 29 degrees 43 minutes 53 seconds and run South 0 degrees 18 minutes 16 seconds East for a distance of 50.39 feet to an iron pin set; thence turn an angle to the left of 12 degrees 50 minutes 20 seconds and run South 13 degrees 08 minutes 36 seconds East for a distance of 58.98 feet to an iron pin set on the Northwest side of the Greystone Golf Course; thence turn

an angle to the right of 58 degrees 10 minutes 18 seconds and run South 45 degrees 01 minutes 42 seconds West along the Northwest side of said Greystone Golf Course for a distance of 271.36 feet to an iron pin found; thence turn an angle to the right of 41 degrees 02 minutes 02 seconds and run South 86 degrees 03 minutes 44 seconds West along the North side of said Greystone Golf Course for a distance of 548.64 feet to an iron pin found; thence turn an angle to the left of 28 degrees 35 minutes 37 seconds and run South 57 degrees 28 minutes 07 seconds West along the Northwest side of said Greystone Golf Course for a distance of 55.80 feet to an iron pin found; thence turn an angle to the right of 41 degrees 11 minutes 13 seconds and run North 81 degrees 20 minutes 41 seconds West along the Northeast side of said Greystone Golf Course for a distance of 452.84 feet to an iron pin found; thence turn an angle to the right of 0 degrees 57 minutes 35 seconds and run North 80 degrees 23 minutes 06 seconds West along the Northeast side of said Greystone Golf Course for a distance of 207.28 feet to an iron pin found; thence turn an angle to the left of 21 degrees 26 minutes 02 seconds and run South 78 degrees 10 minutes 52 seconds West along the Northwest side of said Greystone Golf Course for a distance of 58.94 feet to an iron pin found; thence turn an angle to the left of 7 degrees 15 minutes 00 seconds and run South 70 degrees 55 minutes 52 seconds West along the Northwest side of said Greystone Golf Course for a distance of 49.43 feet to an iron pin set; thence turn an angle to the right of 101 degrees 44 minutes 33 seconds and run North 7 degrees 19 minutes 35 seconds West along the Northeast side of said Greystone Golf Course for a distance of 214.24 feet to an iron pin set on a curve to the left having a central angle of 16 degrees 13 minutes 10 seconds and a radius of 450.49 feet; thence turn an angle to the right of 173 degrees 08 minutes 46 seconds to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 127.53 feet to an iron pin set; thence turn an angle from the chord of last stated curve to the right of 109 degrees 55 minutes 22 seconds and run North 2 degrees 22 minutes 02 seconds West along the Northeast side of said Greystone Golf Course for a distance of 66.87 feet to an iron pin set; thence turn an angle to the right of 48 degrees 07 minutes 30 seconds and run North 45 degrees 45 minutes 27 seconds East along the Southeast side of said Greystone Golf course for a distance of 40.51 feet to an iron pin set; thence turn an angle to the left of 22 degrees 28 minutes 30 seconds and run North 23 degrees 16 minutes 58 seconds East along the Southeast side of said Greystone Golf Course for a distance of 47.39 feet to an iron pin set; thence turn an angle to the right of 51 degrees 59 minutes 06 seconds and run North 75 degrees 16 minutes 04 seconds East and run along the Southeast side of said Greystone Golf Course for a distance of 68.94 feet to an iron pin set; thence turn an angle to the left of 31 degrees 45 minutes 15 seconds and run North 43 degrees 30 minutes 39 seconds East along the Southeast side of said Greystone Golf Course for a distance of 29.65 feet to an iron pin set; thence turn an angle to the right of 39 degrees 20 minutes 52 seconds and run North 82 degrees 51 minutes 41 seconds East along the Southeast side of said Greystone Golf Course for a distance of 87.77 feet to an iron pin set; thence turn an angle to the left of 36 degrees 12 minutes 53 seconds and run North 46 degrees 38 minutes 48 seconds East along the Southeast side of said Greystone Golf Course for a distance of 385.36 feet to an iron pin set; thence turn an angle to the left of 6 degrees 40 minutes 17 seconds and run North 39 degrees 58 minutes 31 seconds East along the Southeast side of said Greystone Golf Course for a distance of 86.05 feet to an iron pin set; thence turn an angle to the left of 13 degrees 26 minutes 12 seconds and run North 26 degrees 32 minutes 19 seconds East and run along the Southeast side of said Greystone Golf Course for a distance of 58.48 feet to an iron pin set; thence turn an angle to the left of 31 degrees 30 minutes 12 seconds and run North 4 degrees 57 minutes 52 seconds West along the Northeast side of said Greystone Golf Course for a distance of 39.43 feet to an iron pin set; thence turn an angle to the right of 141 degrees 19 minutes 15 seconds and run South 43 degrees 38 minutes 37 seconds East for a distance of 85.62 feet to an iron pin found; thence turn an angle to the right of 79 degrees 40 minutes 09 seconds and run South 36 degrees 01 minutes 32 seconds West for a distance of 247.72 feet to an iron pin set; thence continue South 36 degrees 01 minutes 32 seconds West for a distance of 290.30 feet to an iron pin set on a curve to the right having a central angle of 2 degrees 20 minutes 09 seconds and a radius of 510.49 feet; thence turn an angle to the left of 25 degrees 41 minutes 40 seconds to the radius of said curve and run in a Southeasterly direction along the arc of said curve for a distance of 20.81 feet to an iron pin set; thence run South 77 degrees 19 minutes 59 seconds East for a distance of 109.34 feet to an iron pin set on a curve to the left having a central angle of 46 degrees 35 minutes 10 seconds and a radius of 759.74 feet; thence run in a Southeasterly to Northeasterly direction along the arc of said curve for a distance of 617.73 feet to an iron pin set; thence run North 56 degrees 04 minutes 51 seconds East for a distance of 80.45 feet to an iron pin set; thence turn an angle to the left of 54 degrees 51 minutes 09 seconds and run North 1 degree 13 minutes 42 seconds East for a distance of 175.81 feet to an iron pin set; thence turn an angle to the right of 12 degrees 49 minutes 45 seconds and run North 14 degrees 03 minutes 27 seconds East for a distance of 91.52 feet to an iron pin set; thence turn an angle to the left of 9 degrees 03 minutes 28 seconds and run North 4 degrees 59 minutes 59 seconds East for a distance of 82.62 feet to an iron pin set; thence turn an angle to the left of 3 degrees 41 minutes 17 seconds

and run North 1 degree 18 minutes 42 seconds East for a distance of 58.35 feet to an iron pin set; thence turn an angle to the left of 1 degree 55 minutes 09 seconds and run North 0 degrees 36 minutes 27 seconds West for a distance of 53.11 feet to an iron pin set; thence turn an angle to the right of 11 degrees 53 minutes 10 seconds and run North 11 degrees 16 minutes 43 seconds East for a distance of 80.76 feet to an iron pin set; thence turn an angle to the right of 16 degrees 50 minutes 38 seconds and run North 28 degrees 07 minutes 21 seconds East for a distance of 44.71 feet to an iron pin set; thence turn an angle to the right of 11 degrees 52 minutes 57 seconds and run North 40 degrees 00 minutes 18 seconds East for a distance of 37.26 feet to an iron pin set; thence turn an angle to the right of 51 degrees 00 minutes 33 seconds and run South 88 degrees 59 minutes 09 seconds East for a distance of 116.39 feet to an iron pin found; thence turn an angle to the left of 0 degrees 03 minutes 34 seconds and run South 89 degrees 02 minutes 44 seconds East for a distance of 397.82 feet to an iron pin set; thence turn an angle to the left of 130 degrees 38 minutes 38 seconds and run North 39 degrees 41 minutes 21 seconds West for a distance of 221.01 feet to an iron pin found; thence turn an angle to the right of 39 degrees 41 minutes 21 seconds and run North 00 degrees 00 minutes 00 seconds West for a distance of 100.02 feet to an iron pin found; thence turn an angle to the right of 17 degrees 50 minutes 13 seconds and run North 17 degrees 50 minutes 13 seconds East for a distance of 162.84 feet to an iron pin found; thence turn an angle to the right of 64 degrees 40 minutes 30 seconds and run North 82 degrees 30 minutes 42 seconds East for a distance of 283.20 feet to an iron pin found; thence turn an angle to the left of 8 degrees 32 minutes 25 seconds and run North 73 degrees 58 minutes 17 seconds East for a distance of 215.93 feet to an iron pin found; thence turn an angle to the left of 25 degrees 04 minutes 33 seconds and run North 48 degrees 53 minutes 44 seconds East for a distance of 468.59 feet to an iron pin found; thence turn an angle to the left of 47 degrees 31 minutes 23 seconds and run North 01 degree 22 minutes 22 seconds East for a distance of 487.62 feet to the point of beginning. Said parcel containing 43.88 acres more or less.

LESS AND EXCEPT a parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Northwest Quarter of The Southeast Quarter of said Section 28; thence run South 89 degrees 01 minutes 47 seconds East along the North line of said Quarter-Quarter for a distance of 81.79 feet to the point of beginning; thence continue along last stated course for a distance of 116.39 feet to an iron pin found; thence run South 89 degrees 06 minutes 26 seconds East for a distance of 171.58 feet to the centerline of a creek; thence run South 33 degrees 54 minutes 07 seconds East for a distance of 196.68 feet to a point; thence run South 76 degrees 26 minutes 26 seconds West for a distance of 56.22 feet to a point on a curve to the left having a central angle of 49 degrees 30 minutes 31 seconds and a radius of 355.31 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 307.02 feet to a point; thence run South 26 degrees 55 minutes 55 seconds West for a distance of 33.16 feet to a point on a curve to the right having a central angle of 29 degrees 08 minutes 57 seconds and a radius of 546.91 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 278.24 feet to a point; thence run South 56 degrees 04 minutes 51 seconds West for a distance of 7.72 feet to a point on the West line of said Quarter-Quarter Section; thence run North 1 degree 11 minutes 04 seconds East along the West line of said Quarter-Quarter Section for a distance of 175.81 feet to a point; thence run North 14 degrees 00 minutes 49 seconds East for a distance of 91.52 feet to a point; thence run North 4 degrees 57 minutes 21 seconds East for a distance of 82.62 feet to a point; thence run North 1 degree 16 minutes 04 seconds East for a distance of 58.35 feet to a point; thence run North 0 degrees 39 minutes 05 seconds West for a distance of 53.11 feet to a point; thence run North 11 degrees 14 minutes 05 seconds East for a distance of 80.76 feet to a point; thence run North 28 degrees 04 minutes 43 seconds East for a distance of 44.71 feet to a point; thence run North 39 degrees 57 minutes 40 seconds East for a distance of 37.26 feet to the point of beginning. Said parcel containing 3.318 acres, more or less.

LESS AND EXCEPT any portion of subject property that sits within Greystone 9th Sector, as recorded in Map Book 21, Page 143 in the Probate Office of Shelby County, Alabama, Greystone 8th Sector, as recorded in Map Book 20, Page 93 A & B in said Probate Office and Greystone 8th Sector, Phase I as recorded in Map Book 21, Page 151 in said Probate Office.

GREYSTONE PARCEL #4

A parcel of land situated in Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found at the Southeast corner of Lot 30 in Greystone 6th Sector as recorded in Map Book 17, on Page 54 A, B, C & D, in the Office of the Judge of Probate, Shelby County, Alabama, thence run North 40 degrees 03 minutes 17 seconds West along the Northeast side of said Lot 30 for a distance of 189.99 feet to an iron pin found; thence turn an angle to the right of 41 degrees 22 minutes 28 seconds and run North 1 degree 19 minutes 11 seconds East for a distance of 1379.13 feet to an iron pin found; thence turn an angle to the right of 121 degrees 25 minutes 56 seconds and run South 57 degrees 14 minutes 53 seconds East for a distance of 829.05 feet to an iron pin found; thence turn an angle to the right of 89 degrees 58 minutes 50 seconds and run South 32 degrees 43 minutes 57 seconds West for a distance of 278.88 feet to an iron pin found; thence turn an angle to the left of 76 degrees 22 minutes 34 seconds and run South 43 degrees 38 minutes 37 seconds East for a distance of 53.97 feet to an iron pin set on the Northeast corner of a lake that is part of Greystone Golf Course; thence turn an angle to the right of 94 degrees 36 minutes 11 seconds and run South 50 degrees 57 minutes 34 seconds West along the Northwest side of said Greystone Golf Course for a distance of 89.57 feet to an iron pin set; thence turn an angle to the left of 19 degrees 58 minutes 12 seconds and run South 30 degrees 59 minutes 22 seconds West along the Northwest side of said Greystone Golf Course for a distance of 205.17 feet to an iron pin set; thence turn an angle to the left of 2 degrees 45 minutes 09 seconds and run South 28 degrees 14 minutes 13 seconds West along the Northwest side of said Greystone Golf Course for a distance of 141.68 feet to an iron pin set; thence turn an angle to the left of 14 degrees 53 minutes 53 seconds and run South 13 degrees 20 minutes 20 seconds West along the Northwest side of said Greystone Golf Course for a distance of 170.88 feet to an iron pin set; thence turn an angle to the left of 11 degrees 05 minutes 53 seconds and run South 2 degrees 14 minutes 28 seconds West along the Northwest side of said Greystone Golf Course for a distance of 102.93 feet to an iron pin set; thence turn an angle to the right of 75 degrees 16 minutes 09 seconds and run South 77 degrees 30 minutes 37 seconds West along the Northwest side of said Greystone Golf Course for a distance of 67.33 feet to an iron pin set; thence turn an angle to the left of 44 degrees 45 minutes 54 seconds and run South 32 degrees 44 minutes 43 seconds West along the Northwest side of said Greystone Golf Course for a distance of 89.61 feet to an iron pin set; thence turn an angle to the right of 10 degrees 46 minutes 14 seconds and run South 43 degrees 30 minutes 56 seconds West along the Northwest side of said Greystone Golf Course for a distance of 36.85 feet to an iron pin set; thence turn an angle to the left of 62 degrees 03 minutes 39 seconds and run South 18 degrees 32 minutes 43 seconds East along the Southwest side of said Greystone Golf Course for a distance of 71.06 feet to an iron pin set on a curve to the left having a central angle of 4 degrees 21 minutes 11 seconds and a radius of 450.49 feet; thence turn an angle to the left of 13 degrees 19 minutes 54 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve for a distance of 34.23 feet to an iron pin set at the Northeast corner of Lot 31 in Greystone 6th Sector as recorded in Map Book 17, on Page 54 A, B, C & D, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 57 degrees 50 minutes 10 seconds and run North 66 degrees 13 minutes 02 seconds West for a distance of 67.96 feet to an iron pin found at the point of beginning. Said parcel containing 14.24 acres more or less.

Greystone Parcel #5

A parcel of land situated in the S 1/2 of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at an iron pin found at the Southwest corner of Lot 37 of Greystone 6th Sector as recorded in Map Book 17, on Page 54 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 77 degrees 18 minutes 51 seconds East along the South line of said Lot 37 for a distance of 278.76 feet to an iron pin found at the Southeast corner of said Lot 37, said iron pin found being on the boundary of Greystone Golf Course; thence turn an angle to the right of 60 degrees 29 minutes 06 seconds and run South 16 degrees 49 minutes 45 seconds East along said Greystone Golf Course for a distance of 425.86 feet to an iron pin found; thence turn an angle to the left of 9 degrees 26 minutes 54 seconds and run South 44 degrees 56 minutes 56 seconds West along said Greystone Golf Course for a distance of 123.57 feet to an iron pin found; thence turn an angle to the right of 73 degrees 50 minutes 02 seconds and run North 61 degrees 13 minutes 02 seconds West along said Greystone Golf Course for a distance of 363.01 feet to an iron pin found; thence turn an angle to the left of 23 degrees 46 minutes 40 seconds and run North 84 degrees 59 minutes 02 seconds West along said Greystone Golf Course for a distance of 143.48 feet to an iron pin found; thence turn an angle to the right of 4 degrees 43 minutes 05 seconds and run North 80 degrees 16 minutes 37 seconds West along said Greystone Golf Course for a distance of 50.18 feet to an iron pin found at the Southeast corner of Lot 38 in said Greystone 6th Sector; thence turn an angle to the right of 83 degrees 10 minutes 45 seconds and a radius of 265.33 feet; thence turn an angle to the right of 27 degrees 53 minutes 43 seconds to the radius of said curve and run in a northwesterly direction along the arc of said curve and also along the Northeast line of said Lot 38 for a distance of 15.00 feet to an iron pin found, said iron pin found being on a reverse curve to the left having a central angle of 73 degrees 06 minutes 48 seconds and a radius of 25.00 feet; thence run in a southwesterly direction along the North line of said Lot 38 and also along the arc of last stated curve for a distance of 31.90 feet to an iron pin found on the Southeast right-of-way of Greystone Way as recorded in said Greystone 6th Sector, also being on a curve to the left having a central angle of 38 degrees 14 minutes 10 seconds and a radius of 375.69 feet; thence run in a northeasterly direction along the Southeast line of said Greystone Way and also along the arc of last stated curve for a distance of 250.72 feet to the point of beginning. Said parcel containing 5.24 acres more or less.

Greystone Parcel #6

A parcel of land situated in Sections 32 and 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at an iron pin found at the Southwest corner of Lot 57 in Greystone 6th Sector as recorded in Map Book 17, on Page 54, in the Office of the Judge of Probate, Shelby County, Alabama; thence run north 31 degrees 11 minutes 29 seconds west along the Southwest line of said Lot 57 for a distance of 214.92 feet to an iron pin set on the Southerly right-of-way line of Greystone Way as recorded in said Greystone 6th Sector, said iron pin being on a curve to the right having a central angle of 30 degrees 24 minutes 40 seconds and a radius of 280.00 feet and a chord bearing of south 74 degrees 00 minutes 51 seconds west; thence run in a southwesterly direction along the arc of said curve and also along said southerly right-of-way line for a distance of 148.62 feet to an iron pin set; thence run south 89 degrees 13 minutes 11 seconds west along said Southerly right-of-way line for a distance of 394.56 feet to an iron pin set on a curve to the left having a central angle of 40 degrees 52 minutes 36 seconds, a radius of 471.60 feet and a chord bearing of south 68 degrees 46 minutes 53 seconds west; thence run in a southwesterly direction along the arc of said curve and also along said Southerly right-of-way line for a distance of 336.45 feet to an iron pin set; thence run south 66 degrees 43 minutes 00 seconds east for a distance of 219.54 feet to an iron pin set; thence run north 78 degrees 46 minutes 58 seconds east for a distance of 548.28 feet to an iron pin found; thence run south 79 degrees 46 minutes 39 seconds east for a distance of 218.06 feet to the point of beginning. Said parcel containing 2.92 acres more or less.

Greystone Parcel #7

To locate the point of beginning commence at the Southwest corner of the Northeast Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary line of said Northeast Quarter a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary line of Lot 2A of The Resurvey of Lot 2, Greystone Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, and the north right-of-way of a private road known as Greystone Way; thence South 50 degrees 29 minutes 50 seconds West on the North right-of-way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 56 minutes 59 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary line of Lot 1, Greystone Third

Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 09 minutes 47 seconds East on the East boundary line of said Lot 1 a distance of 569.30 feet to a point; thence North 16 degrees 15 minutes 22 seconds East on the East boundary line of said Lot 1 a distance of 384.30 feet to a point; thence South 73 degrees 44 minutes 39 seconds East on the East boundary line of said Lot 1 a distance of 150.02 feet to a point; thence North 16 degrees 15 minutes 33 seconds East on the East boundary line of said Lot 1 a distance of 285.20 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 348.34 feet to a point on the West boundary line of Lot 2A of the resurvey of Lot 2, Greystone Second Sector; thence South 26 degrees 40 minutes 17 seconds West on the West boundary line of said Lot 2A a distance of 521.17 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, and containing 7.92 acres, more or less. Being the same property shown on the boundary survey dated May 31, 1993, prepared by Charley Foster & Associates, Inc. and described as follows:

To locate the point of beginning commence at the SW corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence S 88 degrees 43 minutes 44 seconds E on the south boundary of said NE 1/4 a distance of 250.00 feet to a point; thence N 26 degrees 40 minutes 48 seconds E a distance of 1300.16 feet to the point of beginning, said point of beginning being on the west boundary of Lot 2A of the resurvey of Lot 2, Greystone Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate, Shelby County, Alabama, and the north right-of-way of a public road; thence S 55 degrees 30 minutes 21 seconds W on the north right-of-way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve S 35 degrees 57 minutes 29 seconds W a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the east boundary of Lot 1, Greystone Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence N 20 degrees 10 minutes 42 seconds East on the east boundary of said Lot 1 a distance of 569.13 feet to a point; thence N 16 degrees 17 minutes 42 seconds E on the east boundary of said Lot 1 a distance of 384.29 feet to a point; thence S 73 degrees 42 minutes 18 seconds E on the east boundary of said Lot 1 a distance of 150.00 feet to a point; thence N 16 degrees 17 minutes 42 seconds E on the east boundary of said Lot 1 a distance of 285.30 feet to a point; thence S 59 degrees 11 minutes 45 seconds E a distance of 347.93 feet to a point on the west boundary of Lot 2A of the resurvey of Lot 2, Greystone Second Sector; thence S 26 degrees 40 minutes 48 seconds W on the west boundary of said Lot 2A a distance of 521.17 feet to the point of beginning.

Greystone Parcel #8

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 Southwest corner of Lot 13 of Greystone 1st Sector Phase I as recorded in Map Book 14, on Page 91, in the Office of the Judge of Probate, Shelby County, Alabama, said Southwest corner being on the Northwest right-of-way of Greystone Drive as recorded in said Greystone 1st Sector and also being on a curve to the left having a central angle of 12 degrees 33 minutes 20 seconds and a radius of 1,678.31 feet; thence run in a southwesterly direction along the arc of said curve and also along said Northwest right-of-way for a distance of 367.78 feet to a point; thence turn an angle from the chord of last stated curve to the left of 3 degrees 13 minutes 26 seconds and run south 40 degrees 24 minutes 50 seconds West along said Northwest right-of-way for a distance of 375.41 feet to an iron pin set at the point of beginning; thence leaving said Northwest right-of-way run south 42 degrees 52 minutes 52 seconds West along the Southeast line of Greystone Golf Course for a distance of 553.80 feet to an iron pin found; thence turn an angle to the right of 28 degrees 40 minutes 08 seconds and run South 71 degrees 33 minutes 00 seconds West along the Southeast line of Greystone Golf Course for a distance of 161.43 feet to an iron pin found; thence turn an angle to the right of 34 degrees 35 minutes 47 seconds and run south 73 degrees 51 minutes 13 seconds West along the Southeast line of Greystone Golf Course for a distance of 168.12 feet to an iron pin found, said iron pin being on the bank of a lake; thence turn an angle to the left 33 degrees 08 minutes 30 seconds and run South 73 degrees 00 minutes 17 seconds West for a distance of 27.44 feet to an iron pin set; thence turn an angle to the left of 36 degrees 31 minutes 46 seconds and run South 36 degrees 28 minutes 31 West for a distance of 14.29 feet to an iron pin set; thence turn an angle to the left of 24 degrees 46 minutes 23 seconds and run South 11 degrees 42 minutes 08 seconds West for a distance of 55.77 feet to an iron pin set; thence turn an angle to the right of 33 degrees 24 minutes 37 seconds and run South 45 degrees 06 minutes 45 seconds West for a distance of 40.17 feet to an iron pin set; thence turn an angle to the right of 10 degrees 35 minutes 28 seconds and run South 55 degrees 42 minutes 13 seconds West for a distance of 52.06 feet to an iron pin set; thence turn an angle to the left of 18 degrees 10 minutes 41 seconds and run South 37 degrees 31 minutes 32 seconds West for a distance of 70.57 feet to an iron pin set; thence turn an angle to the left of 32 degrees 32 minutes 40 seconds and run South 4 degrees 58 minutes 52 seconds West for a distance of 85.50 feet to an iron pin set on the Northwest right-of-way of Hugh Daniel Drive; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run South 85 degrees 01 minutes 08 seconds East for a distance of 161.67 feet to an iron pin set on a curve to the left having a central angle of 46 degrees 51 minutes 49 seconds and a radius of 310.00 feet; thence run in a northeasterly direction

along the arc of said curve and also along said Hugh Daniel Drive for a distance of 253.56 feet to an iron pin set; thence run North 48 degrees 07 minutes 02 seconds East along said Hugh Daniel Drive for a distance of 229.62 feet to an iron pin set on a curve to the right having a central angle of 18 degrees 56 minutes 11 seconds and a radius of 650.00 feet; thence run in a northeasterly direction along the arc of said curve and also along said Hugh Daniel Drive for a distance of 214.83 feet to a point on a reverse curve to the left having a central angle of 36 degrees 58 minutes 29 seconds and a radius of 75.00 feet and also a radial bearing in of North 54 degrees 28 minutes 58 seconds West; thence run in a northeasterly direction along the arc of said curve and also along the Northwest right-of-way of Greystone Drive as recorded in said Greystone 1st Sector for a distance of 48.40 feet to an iron pin set on a reverse curve to the right having a central angle of 38 degrees 49 minutes 00 seconds and a radius of 483.48 feet; thence run in a northeasterly direction along the arc of said curve and also along said Greystone Drive for a distance of 327.55 feet to the point of beginning. Said parcel containing 3.447 acres more or less.

Greystone Parcel #9

To locate the point of beginning, commence at the southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 48 minutes 29 seconds East on the south boundary of said Section 33 a distance of 745.00 feet to the point of beginning; thence North 21 degrees 40 minutes 24 seconds East a distance of 619.35 feet to a point; thence South 82 degrees 36 minutes 49 seconds West a distance of 126.88 feet to a curve to the right having a central angle of 20 degrees 00 minutes 32 seconds and a radius of 1890.00 feet; thence run along said curve a distance of 660.02 feet; thence tangent to said curve North 77 degrees 20 minutes 17 seconds West a distance of 250.27 feet to a curve to the left having a central angle of 3 degrees 49 minutes 59 seconds and a radius of 369.83 feet; thence run along said curve a distance of 24.74 feet; thence North 2 degrees 01 minutes 22 seconds East a distance of 60.13 feet; thence North 88 degrees 50 minutes 56 seconds West a distance of 166.57 feet; thence South 4 degrees 52 minutes 01 seconds East a distance of 73.87 feet to a point on a curve to the left having a central angle of 9 degrees 44 minutes 39 seconds and a radius of 369.83 feet; thence run along said curve a distance of 154.82 feet to a point; thence North 88 degrees 58 minutes 04 seconds West a distance of 75.05 feet to a point; thence North 18 degrees 27 minutes 45 seconds West a distance of 75.05 feet to a point; thence North 39 degrees 43 minutes 07 seconds West a distance of 38.96 feet to a point on a south right-of-way of Hugh Daniel Drive, said point being on a curve to the right having a central angle of 52 degrees 12 minutes 19 seconds and a radius of 570.00 feet; thence run along said curve a distance of 519.36 feet; thence tangent to said curve South 77 degrees 30 minutes 48 seconds East a distance of 251.65 feet to a curve to the left having a central angle of 20 degrees 00 minutes 20 seconds and a radius of 1690.00 feet; thence run along said curve a distance of 590.09 feet; thence tangent to said curve North 82 degrees 28 minutes 52 seconds East a distance of 169.49 feet to a curve to the left having a central angle of 33 degrees 22 minutes 56 seconds and a radius of 1000.40 feet; thence run along said curve a distance of 582.86 feet to a point; thence tangent to said curve North 49 degrees 05 minutes 56 seconds East a distance of 49.58 feet to a curve to the right having a central angle of 8 degrees 28 minutes 00 seconds and a radius of 460.00 feet; thence run along said curve a distance of 67.97 feet; thence tangent to said curve North 57 degrees 33 minutes 56 seconds East a distance of 190.65 feet to a curve to the left having a central angle of 7 degrees 47 minutes 45 seconds and a radius of 1632.50 feet; thence run along said curve a distance of 222.12 feet to a point; thence tangent to said curve North 49 degrees 52 minutes 02 seconds East a distance of 138.87 feet to a curve to the right having a central angle of 29 degrees 57 minutes 09 seconds and a radius of 250.49 feet; thence run along said curve a distance of 130.95 feet to a curve to the left having a central angle of 22 degrees 21 minutes 34 seconds and a radius of 520.91 feet; thence run along said curve a distance of 203.28 feet to a point; thence South 31 degrees 37 minutes 12 seconds West and leaving said Hugh Daniel Drive a distance of 1825.76 feet to a point on the south boundary of said Section 33; thence North 88 degrees 48 minutes 29 seconds West a distance of 655.96 feet to the point of beginning.

All lying and being the SW1/4 of Section 33 and the SE1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 27.19 acres.

Being the same property shown on the boundary survey dated June 8, 1994, prepared by Charley Foster & Associates, Inc. and described as follows:

To locate the point of beginning, commence at the southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 48 minutes 29 seconds East on the south boundary of said Section 33 a distance of 745.00 feet to the point of beginning; thence North 21 degrees 39 minutes 44 seconds East a distance of 619.23 feet to a point; thence South 82 degrees 35 minutes 44 seconds West a distance of 126.84 feet to a curve to the right having a central angle of 20 degrees 00 minutes 20 seconds and a radius of 1890.00 feet; thence run along said curve a distance of 659.92 feet; thence tangent to said curve North 77 degrees 23 minutes 57 seconds West a distance of 250.36 feet to a curve to the left having a central angle of 3 degrees 49 minutes 33 seconds and a radius of 370.00 feet; thence run along said curve a distance of 24.71 feet; thence North 1 degrees 11 minutes 29 seconds East a distance of 60.00 feet; thence North 88 degrees 48 minutes 31 seconds West a distance of 166.64 feet; thence South 4 degrees 52 minutes 01 seconds East a distance of 73.91 feet to a point on a curve to the left having a central angle of 9 degrees 44 minutes 39 seconds and a radius of 370.00 feet; thence run along said curve a distance of 62.93 feet to a point; thence North 88 degrees 48 minutes 29 seconds West a distance of 154.69 feet to a point; thence North 17 degrees 45 minutes 42

degrees 48 minutes 29 seconds West a distance of 154.69 feet to a point; thence North 17 degrees 45 minutes 4 seconds West a distance of 74.92 feet to a point; thence North 39 degrees 44 minutes 09 seconds West a distance of 40.00 feet to a point on a south right-of-way of Hugh Daniel Drive, said point being on a curve to the right having a central angle of 52 degrees 20 minutes 28 seconds and a radius of 570.00 feet; thence run along said curve a distance of 520.71 feet; thence tangent to said curve South 77 degrees 23 minutes 57 seconds East a distance of 250.36 feet to a curve to the left having a central angle of 20 degrees 00 minutes 20 seconds and a radius of 1690.00 feet; thence run along said curve a distance of 590.09 feet; thence tangent to said curve North 82 degrees 35 minutes 43 seconds East a distance of 169.47 feet to a curve to the left having a central angle of 33 degrees 24 minutes 16 seconds and a radius of 1000.00 feet; thence run along said curve a distance of 583.02 feet to a point; thence tangent to said curve North 49 degrees 11 minutes 26 seconds East a distance of 49.12 feet to a curve to the right having a central angle of 8 degrees 25 minutes 01 seconds and a radius of 460.00 feet; thence run along said curve a distance of 67.58 feet; thence tangent to said curve North 5 degrees 36 minutes 27 seconds East a distance of 192.38 feet to a curve to the left having a central angle of 7 degrees 45 minutes 24 seconds and a radius of 1640.00 feet; thence run along said curve a distance of 222.0 feet to a point; thence tangent to said curve North 49 degrees 51 minutes 03 seconds East a distance of 138.9 feet to a curve to the right having a central angle of 29 degrees 51 minutes 15 seconds and a radius of 251.6 feet; thence run along said curve a distance of 131.10 feet to a curve to the left having a central angle of 22 degrees 12 minutes 53 seconds and a radius of 523.89 feet; thence run along said curve a distance of 203.1 feet to a point; thence South 31 degrees 40 minutes 13 seconds West and leaving said Hugh Daniel Drive a distance of 1824.61 feet to a point on the south boundary of said Section 33; thence North 88 degrees 48 minutes 29 seconds West a distance of 656.00 feet to the point of beginning.

All lying and being the SW1/4 of Section 33 and the SE1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and containing 27.19 acres.

GREYSTONE PARCEL #10

A parcel of land situated in Sections 27, 28, 33 and 34, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the Northwest corner of said Section 27, thence run North 90 degrees 00 minutes 00 seconds East along the North line of said Section 27 and also along the North line of Greystone 7th Sector Phase II as recorded in Map Book 19, on Page 121 in the Office of the Judge of Probate, Shelby County, Alabama, and also along the North line of Greystone 7th Sector Phase III as recorded in Map Book 20, on Page 50, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 1700.00 feet to an iron pin found at the Northeast corner of Lot 5 in said Greystone 7th Sector Phase III, said iron pin found being the point of beginning of the parcel herein described; thence continue North 90 degrees 00 minutes 00 seconds East along the North line of said Section 27 for a distance of 3069.75 feet to a point on the Northwest side of Lot 12 in The Crest at Greystone 1st Addition as recorded in Map Book 19, on Page 52, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 128 degrees 28 minutes 33 seconds and run South 38 degrees 28 minutes 33 seconds West along the Northwest side of Lots 12 through 1 in said The Crest at Greystone 1st Addition for a distance of 3057.42 feet to an iron pin found at the Northeast corner of Lot 18 in the Amended Map of The Crest at Greystone as record in Map Book 18, on Page 17 A, B, C & D in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 10 degrees 54 minutes 30 seconds and run South 49 degrees 23 minutes 03 seconds West along the Northwest side of Lots 18 and 17 in said The Crest at Greystone for a distance of 514.23 feet to an iron pin found; thence turn an angle to the left of 11 degrees 21 minutes 01 seconds and run South 38 degrees 02 minutes 02 seconds West along the Northwest side of Lots 17, 16, 15 and 14 in said The Crest at Greystone for a distance of 900.03 feet to an iron pin found at the Northeast corner of Lot 13 in said The Crest at Greystone; thence turn an angle to the right of 6 degrees 11 minutes 31 seconds and run South 44 degrees 13 minutes 33 seconds West along the Northwest side of Lots 13, 12, 11 and 10 in said The Crest at Greystone for a distance of 965.84 feet to an iron pin found at the Northwest corner of Lot 10 in said The Crest at Greystone; thence turn an angle to the left of 94 degrees 44 minutes 43 seconds and run South 50 degrees 31 minutes 10 seconds East along the Southeast side of said Lot 10 for a distance of 135.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run South 39 degrees 28 minutes 50 seconds West for a distance of 150.00 feet to an iron pin set; thence turn an angle to the left 90 degrees 00 minutes 00 seconds and run South 50 degrees 31 minutes 10 seconds East for a distance of 164.07 feet to an iron pin set on the Northwest right-of-way of Greystone Crest, a private road, said iron pin set being on a curve to the left having a central angle of 2 degrees 38 minutes 12 seconds and a radius of 825.89 feet; thence turn an angle to the left of 4 degrees 30 minutes 20 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 38.01 feet to an iron pin set; thence run South 32 degrees 20 minutes 18 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 108.63 feet to an iron pin set on a curve to the left having a central angle of 6 degrees 59 minutes 51 seconds and a radius of 862.43 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 105.33 feet to an iron pin set on a reverse curve to the right having a central angle of 3 degrees 47 minutes 51 seconds and a radius of 1661.46 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 110.12 feet to an iron pin set; thence run South 29 degrees 08 minutes 18 seconds West and run along the Northwest right-of-way of said Greystone Crest for a distance of 332.83 feet to an iron pin set on a curve to the left having a central angle of 4 degrees 07 minutes 52 seconds and a radius of 1411.33 feet; thence turn in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 101.76 feet to an iron pin set; thence run South 25 degrees 00 minutes 26 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 68.43 feet to an iron pin found at the Southeast corner of Lot 9 in said The Crest at Greystone; thence turn an angle to the right of 100 degrees 08 minutes 26 seconds and run North 54 degrees 51 minutes 08 seconds West along the Northeast side of said Lot 9 for a distance of 299.63 feet to a cross found at the Northeast corner of said Lot 9; thence turn an angle to the left of 95 degrees 21 minutes 57 seconds and run South 29 degrees 46 minutes 55 seconds West along the Northwest side of Lots 9, 8, 7 and 6 in said The Crest at Greystone for a distance of 979.28 feet to an iron pin found at the Northeast corner of Lot 5 in said The Crest at Greystone; thence turn an angle to the right of 5 degrees 22 minutes 11 seconds and run South 35 degrees 09 minutes 06 seconds West along the Northwest side of Lots 5, 4, 3, 2 and 1 in said The Crest at Greystone for a distance

of 1125.24 feet to an iron pin found at the Northwest corner of said Lot 1; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run South 54 degrees 50 minutes 54 seconds East for a distance of 125.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run South 35 degrees 09 minutes 06 seconds West for a distance of 150.00 feet to an iron pin set; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run South 54 degrees 50 minutes 54 seconds East for a distance of 152.15 feet to an iron pin set on the Northwest right-of-way of said Greystone Crest, said iron pin set being on a curve to the left having a central angle of 2 degrees 10 minutes 01 seconds and a radius of 1506.70 feet; thence turn an angle to the right of 12 degrees 18 minutes 38 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 56.98 feet to an iron pin set on a compound curve to the left having a central angle of 20 degrees 59 minutes 32 seconds and a radius of 321.87 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 117.93 feet to an iron pin set; thence run South 24 degrees 18 minutes 11 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 65.28 feet to an iron pin set on a curve to the right having a central angle of 10 degrees 08 minutes 53 seconds and a radius of 538.12 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 95.31 feet to an iron pin set; thence run South 34 degrees 27 minutes 04 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 38.54 feet to an iron pin set on a curve to the left having a central angle of 28 degrees 09 minutes 22 seconds and a radius of 284.20 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 139.66 feet to an iron pin set; thence run South 6 degrees 17 minutes 42 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 36.32 feet to an iron pin set on a curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 254.90 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 133.47 feet to an iron pin set; thence run South 36 degrees 17 minutes 42 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 30.00 feet to an iron pin set on a curve to the left having a central angle of 6 degrees 00 minutes 00 seconds and a radius of 1456.09 feet; thence run in a southwesterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Crest for a distance of 152.48 feet to an iron pin set; thence run South 30 degrees 17 minutes 42 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 159.70 feet to an iron pin set; thence run South 65 degrees 08 minutes 51 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 35.00 feet to an iron pin set; thence run South 4 degrees 33 minutes 27 seconds East along the Northwest right-of-way of said Greystone Crest for a distance of 35.00 feet to an iron pin set; thence run South 30 degrees 17 minutes 42 seconds West along the Northwest right-of-way of said Greystone Crest for a distance of 39.80 feet to an iron pin set on a curve to the right having a central angle of 166 degrees 22 minutes 28 seconds and a radius of 5.00 feet; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 14.52 feet to an iron pin on the right-of-way of Hugh Daniel Drive; thence run North 16 degrees 40 minutes 10 seconds East along the right-of-way of said Hugh Daniel Drive for a distance of 75.89 feet to an iron pin set on a curve to the right having a central angle of 10 degrees 20 minutes 33 seconds and a radius of 950.00 feet; thence run in a northeasterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 171.49 feet to an iron pin set; thence run North 27 degrees 00 minutes 43 seconds East along the right-of-way of said Hugh Daniel Drive for a distance of 193.23 feet to an iron pin set on a curve to the left having a central angle of 160 degrees 19 minutes 19 seconds and a radius of 156.66 feet; thence run in a northeasterly to northwesterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 438.36 feet to an iron pin set; thence run South 46 degrees 41 minutes 24 seconds West along the right-of-way of said Hugh Daniel Drive for a distance of 208.93 feet to an iron pin set; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run South 43 degrees 18 minutes 36 seconds East along the right-of-way of said Hugh Daniel Drive for a distance of 10.00 feet to an iron pin set on a curve to the right having a central angle of 3 degrees 20 minutes 48 seconds and a radius of 2013.94 feet; thence turn an angle to the right of 180 degrees 00 minutes 00 seconds to the radius of said curve and run in a southwesterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 117.63 feet to an iron pin set; thence run South 50 degrees 02 minutes 12 seconds West along the right-of-way of said Hugh Daniel Drive for a distance of 122.76 feet to an iron pin set on a curve to the right having a central angle of 13 degrees 58 minutes 11 seconds and a radius of 939.47 feet; thence run in a southwesterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 229.06 feet to an iron pin set; thence run South

64 degrees 00 minutes 23 seconds West for a distance of 74.87 feet to an iron pin set on a curve to the left having a central angle of 16 degrees 25 minutes 05 seconds and a radius of 440.00 feet; thence run in a southwesterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 126.08 feet to an iron pin set; thence run South 47 degrees 35 minutes 18 seconds West for a distance of 103.68 feet to an iron pin set on a curve to the right having a central angle of 18 degrees 28 minutes 14 seconds and a radius of 880.00 feet; thence run in a southwesterly direction along the arc of said curve and also along the right-of-way of said Hugh Daniel Drive for a distance of 283.69 feet to an iron pin set; thence run South 66 degrees 03 minutes 32 seconds West along the right-of-way of said Hugh Daniel Drive for a distance of 275.08 feet to an iron pin set on a curve to the left having a central angle of 1 degree 34 minutes 56 seconds and a radius of 2619.92 feet; thence run in a southwesterly direction along the right-of-way of said Hugh Daniel Drive for a distance of 72.34 feet to an iron pin found at the Southeast corner of Lot 4 in St. Charles at Greystone Phase II as recorded in Map Book 16, on Page 22, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 62 degrees 14 minutes 25 seconds from the chord of last stated curve and run North 52 degrees 29 minutes 31 seconds West along the Northeast side of said Lot 4 for a distance of 338.37 feet to an iron pin found; thence turn an angle to the right of 65 degrees 00 minutes 00 seconds and run North 12 degrees 30 minutes 29 seconds East along the Southeast side of said Lot 4 for a distance of 219.80 feet to an iron pin found on a curve to the left having a central angle of 34 degrees 44 minutes 25 seconds and a radius of 430.00 feet, said iron pin found being on the South right-of-way of St. Charles Drive as recorded in said St. Charles at Greystone Phase II; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds to the radius of said curve and run in a southeasterly to northeasterly direction along the arc of said curve and also along the right-of-way of said St. Charles Drive for a distance of 260.72 feet to an iron pin set; thence run North 67 degrees 46 minutes 05 seconds East and along the right-of-way of said St. Charles Drive for a distance of 48.33 feet to an iron pin set; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run North 22 degrees 13 minutes 55 seconds West along the right of way of said St. Charles Drive for a distance of 60.00 feet to an iron pin set, said iron pin set being on the South side of Lot 5 in said St. Charles at Greystone Phase II; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run North 67 degrees 46 minutes 05 seconds East along the South side of said Lot 5 for a distance of 198.92 feet to an iron pin set on a curve to the left having a central angle of 48 degrees 49 minutes 21 seconds and a radius of 220.00 feet; thence run in a northeasterly direction along the arc of said curve and also along the South side of said Lot 5 for a distance of 187.46 feet to a iron pin set; thence turn an angle to the left of 114 degrees 24 minutes 41 seconds from the chord of last stated curve and run North 71 degrees 03 minutes 16 seconds West along the Northeast side of said Lot 5 for a distance of 33.12 feet to an iron pin set; thence turn an angle to the right of 00 degrees 12 minutes 33 seconds and run North 70 degrees 50 minutes 44 seconds West along the Northeast side of said Lot 5 for a distance of 73.98 feet to an iron pin set; thence turn an angle to the left of 67 degrees 16 minutes 29 seconds and run South 41 degrees 52 minutes 47 seconds West along the Northeast side of said Lot 5 for a distance of 63.29 feet to an iron pin found; thence turn an angle to the right of 132 degrees 32 minutes 40 seconds and run North 5 degrees 34 minutes 33 seconds West along the Northeast side of said Lot 5 for a distance of 53.16 feet to an iron pin found; thence turn an angle to the left of 20 degrees 57 minutes 47 seconds and run North 26 degrees 32 minutes 20 seconds West along the Northeast side of said Lot 5 for a distance of 96.14 feet to an iron pin found; thence turn an angle to the left of 32 degrees 49 minutes 54 seconds and run North 59 degrees 22 minutes 14 seconds West along the Northeast side of said Lot 5 for a distance of 114.38 feet to an iron pin found; thence turn an angle to the left of 25 degrees 40 minutes 39 seconds and run North 85 degrees 02 minutes 53 seconds West along the Northeast side of said Lot 5 for a distance of 90.98 feet to an iron pin found at the Southeast corner of Lot 6 in said St. Charles at Greystone Phase II; thence turn an angle to the right of 50 degrees 40 minutes 35 seconds and run North 34 degrees 22 minutes 18 seconds West along the Northeast side of said Lot 6 for a distance of 68.83 feet to an iron pin found; thence turn an angle to the left of 26 degrees 19 minutes 41 seconds and run North 60 degrees 41 minutes 59 seconds West along the Northeast side of said Lot 6 for a distance of 94.25 feet to an iron pin found; thence turn an angle to the right of 10 degrees 48 minutes 59 seconds and run North 49 degrees 53 minutes 00 seconds West along the Northeast side of said Lot 6 for a distance of 126.55 feet to an iron pin found; thence turn an angle to the left of 31 degrees 15 minutes 12 seconds and run North 81 degrees 08 minutes 12 seconds West along the North side of said Lot 6 for a distance of 113.11 feet to an iron pin found; thence turn an angle to the left of 57 degrees 25 minutes 10 seconds and run South 41 degrees 26 minutes 39 seconds West along the Southwest side of said Lot 6 for a distance of 48.90 feet to an iron pin found; thence turn an angle to the left of 28 degrees 42 minutes 19 seconds and run South 12 degrees 44 minutes 20 seconds West along the Southwest side of said Lot 6 for a distance of 74.05 feet to an iron pin found; thence turn an angle to the left of 28 degrees 54 minutes 37 seconds and run South 16

degrees 10 minutes 17 seconds East along the Southwest side of said Lot 6 for a distance of 103.13 feet to an iron pin found; thence turn an angle to the left of 24 degrees 33 minutes 03 seconds and run South 40 degrees 43 minutes 20 seconds East along the Southeast side of said Lot 6 for a distance of 60.36 feet to an iron pin found; thence turn an angle to the right of 45 degrees 32 minutes 50 seconds and run South 4 degrees 49 minutes 29 seconds West along the Southwest side of said Lot 6 for a distance of 43.17 feet to an iron pin found; thence turn an angle to the left of 12 degrees 50 minutes 50 seconds and run South 8 degrees 01 minutes 21 seconds East along the Southwest side of said Lot 6 for a distance of 68.79 feet to an iron pin found; thence turn an angle to the left of 9 degrees 19 minutes 54 seconds and run South 17 degrees 21 minutes 15 seconds East along the Southwest side of said Lot 6 for a distance of 92.93 feet to an iron pin found; thence turn an angle to the left of 15 degrees 34 minutes 25 seconds and run South 32 degrees 55 minutes 40 seconds East along the Southwest side of said Lot 6 for a distance of 83.76 feet to an iron pin set; thence turn an angle to the right of 149 degrees 39 minutes 26 seconds and run North 63 degrees 16 minutes 14 seconds West along the North side of said Lot 6 for a distance of 82.05 feet to an iron pin set; thence turn an angle to the right of 13 degrees 45 minutes 48 seconds and run North 49 degrees 30 minutes 26 seconds West along the North side of said Lot 6 for a distance of 87.51 feet to an iron pin set; thence turn an angle to the right of 45 degrees 29 minutes 23 seconds and run North 4 degrees 01 minutes 03 seconds West along the North line of said Lot 6 for a distance of 37.25 feet to an iron pin set; thence turn an angle to the left of 8 degrees 17 minutes 28 seconds and run North 12 degrees 18 minutes 31 seconds West along the North side of said Lot 6 for a distance of 65.06 feet to an iron pin found at the Southwest corner of Lot 7 in said St. Charles at Greystone Phase II; thence turn an angle to the left of 13 degrees 05 minutes 56 seconds and run North 25 degrees 24 minutes 27 seconds West along the Northeast side of said Lot 7 for a distance of 78.18 feet to an iron pin found; thence turn an angle to the right of 0 degrees 42 minutes 33 seconds and run North 24 degrees 41 minutes 54 seconds West along the Northeast side of said Lot 7 for a distance of 99.78 feet to an iron pin found; thence turn an angle to the right of 6 degrees 55 minutes 57 seconds and run North 17 degrees 45 minutes 57 seconds West along the Northeast side of said Lot 7 for a distance of 93.94 feet to an iron pin found; thence turn an angle to the right of 23 degrees 33 minutes 40 seconds and run North 5 degrees 47 minutes 43 seconds East along the Northeast side of said Lot 7 for a distance of 47.34 feet to an iron pin found at the Southwest corner of Lot 8 in said St. Charles at Greystone Phase II; thence continue North 5 degrees 47 minutes 43 seconds East along the Northeast side of said Lot 8 for a distance of 43.74 feet to an iron pin found; thence turn an angle to the left of 1 degrees 34 minutes 18 seconds and run North 4 degrees 13 minutes 25 seconds East along the Northeast side of said Lot 8 for a distance of 72.55 feet to an iron pin found; thence turn an angle to the left of 34 degrees 54 minutes 18 seconds and run North 30 degrees 40 minutes 53 seconds West along the Northeast side of said Lot 8 for a distance of 114.47 feet to an iron pin found; thence turn an angle to the right of 21 degrees 42 minutes 58 seconds and run North 8 degrees 57 minutes 55 seconds West along the Northeast side of said Lot 8 for a distance of 94.21 feet to an iron pin found; thence turn an angle to the left of 6 degrees 20 minutes 32 seconds and run North 15 degrees 18 minutes 27 seconds West along the Northeast side of said Lot 8 for a distance of 120.78 feet to an iron pin found; thence turn an angle to the right of 109 degrees 31 minutes 33 seconds and run South 85 degrees 46 minutes 54 seconds East for a distance of 279.64 feet to an iron pin found at the Southwest corner of Lot 51 in Greystone 4th Sector as recorded in Map Book 18, on Page 89 A, B, C & D, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 73 degrees 33 minutes 32 seconds and run North 20 degrees 39 minutes 34 seconds East along the Southeast side of Lots 51, 50 and 49 in said Greystone 4th Sector for a distance of 690.14 feet to an iron pin found; thence turn an angle to the right of 3 degrees 26 minutes 40 seconds and run North 24 degrees 06 minutes 14 seconds East for a distance of 60.00 feet to an iron pin found at the Southwest corner of Lot 48 in said Greystone 4th Sector; thence turn an angle to the right of 13 degrees 43 minutes 24 seconds and run North 37 degrees 49 minutes 38 seconds East along the Southeast side of said Lot 48 for a distance of 130.14 feet to an iron pin found; thence turn an angle to the right of 4 degrees 50 minutes 40 seconds and run North 42 degrees 40 minutes 18 seconds East along the Southeast side of Lots 47, 46, 45 and 44 in said Greystone 4th Sector for a distance of 575.50 feet to an iron pin found at the Southwest corner of Lot 43 in said Greystone 4th Sector; thence turn an angle to the right of 5 degrees 24 minutes 18 seconds and run North 48 degrees 04 minutes 36 seconds East along the Southeast side of said Lot 43 for a distance of 269.91 feet to an iron pin found at the Southwest corner of Lot 42 in said Greystone 4th Sector; thence turn an angle to the left of 21 degrees 35 minutes 50 seconds and run North 26 degrees 28 minutes 45 seconds East along the Southeast side of said Lot 42 for a distance of 212.92 feet to an iron pin found at the southeast corner of Lot 41 in said Greystone 4th Sector; thence turn an angle to the left of 41 degrees 08 minutes 04 seconds and run North 14 degrees 39 minutes 19 seconds West along the Northeast side of said Lot 41 for a distance of 77.50 feet to an iron pin found at the Southwest corner of Lot 40 in said Greystone 4th Sector; thence turn an angle to the

right of 89 degrees 03 minutes 04 seconds and run North 74 degrees 23 minutes 45 seconds East along the Southeast side of Lots 40, 39, 38 and 37 in said Greystone 4th Sector for a distance of 619.78 feet to an iron pin found at the Southwest corner of Lot 36 in said Greystone 4th Sector; thence turn an angle to the left of 31 degrees 35 minutes 16 seconds and run North 42 degrees 48 minutes 29 seconds East along the Southeast side of Lots 36, 35, 34 and 33 in said Greystone 4th Sector for a distance of 884.61 feet to an iron pin found at the Southwest corner of Lot 32 in said Greystone 4th Sector; thence turn an angle to the left of 5 degrees 09 minutes 48 seconds and run North 37 degrees 38 minutes 42 seconds East along the Southeast side of said Lot 32 for a distance of 135.20 feet to an iron pin found at the Southeast corner of Lot 31 in said Greystone 4th Sector; thence turn an angle to the left of 31 degrees 03 minutes 46 seconds and run North 6 degrees 34 minutes 56 seconds East along the East side of said Lot 31 for a distance of 153.81 feet to an iron pin found at the Southwest corner of Lot 19 A in A Resurvey of Lot 19 of Greystone 7th Sector as recorded in Map Book 19, on Page 77, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 113 degrees 45 minutes 48 seconds and run South 59 degrees 39 minutes 16 seconds East along the Southwest side of said Lot 19 A for a distance of 359.97 feet to an iron pin found at the Southwest corner of Lot 18 A in A Resurvey of Lots 17 and 18 of Greystone 7th Sector as recorded in Map Book 20, on Page 34, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 62 degrees 41 minutes 58 seconds and run North 57 degrees 38 minutes 46 seconds East along the Southeast side of said Lot 18 A for a distance of 278.22 feet to an iron pin found at the Southwest corner of Lot 17 A in said A Resurvey of Lots 17 and 18; thence turn an angle to the right of 21 degrees 42 minutes 21 seconds and run North 79 degrees 21 minutes 07 seconds East along the Southeast side of said Lot 17 A for a distance of 239.91 feet to an iron pin found; thence turn an angle to the left of 67 degrees 36 minutes 22 seconds and run North 11 degrees 44 minutes 45 seconds East along the Southeast side of said Lot 17 A for a distance of 123.58 feet to an iron pin found; thence turn an angle to the left of 17 degrees 27 minutes 29 seconds and run North 5 degrees 41 minutes 44 seconds West along the Northeast side of said Lot 17 A for a distance of 150.94 feet to a PK set; thence turn an angle to the left of 55 degrees 14 minutes 08 seconds and run North 60 degrees 56 minutes 52 seconds West along the Northeast side of said Lot 17 A for a distance of 317.25 feet to an iron pin found on the South right-of-way of Castle Hill Road as recorded in Greystone 7th Sector in Map Book 18, on Page 119, in the Office of the Judge of Probate, Shelby County, Alabama, said point being on a curve to the left having a central angle of 19 degrees 08 minutes 29 seconds and a radius of 430.00 feet; thence turn an angle to the right of 66 degrees 49 minutes 14 seconds to the radius of said curve and run in a easterly to northeasterly direction along the arc of said curve and also along the South right-of-way of said Castle Hill Road for a distance of 143.65 feet to a cross found at the Northwest corner of Lot 16 in said Greystone 7th Sector; thence turn an angle to the right of 80 degrees 25 minutes 46 seconds and run South 13 degrees 16 minutes 06 seconds East along the Southwest side of said Lot 16 for a distance of 86.64 feet to an iron pin set; thence turn an angle to the left of 47 degrees 31 minutes 17 seconds and run South 60 degrees 47 minutes 23 seconds East along the Southwest side of said Lot 16 for a distance of 299.09 feet to an iron pin found; thence turn an angle to the left 61 degrees 33 minutes 23 seconds and run North 57 degrees 39 minutes 14 seconds East along the Southeast side of said Lot 16 for a distance of 318.60 feet to an iron pin found; thence turn an angle to the left of 23 degrees 35 minutes 53 seconds and run North 34 degrees 03 minutes 21 seconds East along the Southeast side of Lots 16, 15, 14, 13 and 12 in said Greystone 7th Sector for a distance of 1060.01 feet to an iron pin found at the Southeast corner of said Lot 12; thence turn an angle to the left of 62 degrees 54 minutes 20 seconds and run North 28 degrees 51 minutes 00 seconds West along the Northeast side of Lots 12 and 11 in said Greystone 7th Sector for a distance of 499.96 feet to an iron pin found at the Southwest corner of Lot 56 in Greystone 7th Sector Phase I as recorded in Map Book 18, on Page 120 A, B & C, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 61 degrees 40 minutes 00 seconds and run North 32 degrees 49 minutes 00 seconds East along the Southeast side of Lots 56, 55 and 54 in said Greystone 7th Sector Phase I for a distance of 636.04 feet to an iron pin found; thence turn an angle to the left of 26 degrees 07 minutes 18 seconds and run North 6 degrees 41 minutes 42 seconds East along the Southeast side of Lots 54, 53 and 52 in said Greystone 7th Phase I for a distance of 299.95 feet to an iron pin found; thence turn an angle to the left of 58 degrees 57 minutes 54 seconds and run North 52 degrees 16 minutes 12 seconds West along the Northeast side of said Lot 52 for a distance of 159.72 feet to an iron pin found; thence turn an angle to the right of 22 degrees 48 minutes 28 seconds and run North 29 degrees 27 minutes 44 seconds West for a distance of 50.02 feet to an iron pin found at the Southeast corner of Lot 51 in said Greystone 7th Sector Phase I; thence turn an angle to the right of 1 degree 56 minutes 54 seconds and run North 27 degrees 30 minutes 49 seconds West along the Northeast side of said Lot 51 for a distance of 150.48 feet to an iron pin found at the Southeast corner of Lot 50 in said Greystone 7th Sector Phase I; thence turn an angle to the left of 6 degrees 02 minutes 14 seconds and run North 33 degrees 33 minutes 03 seconds West along the Northeast side

of Lots 50, 49 and 48 in said Greystone 7th Sector Phase I for a distance of 296.63 feet to an iron pin found at the Southwest corner of Lot 18 in Greystone 7th Sector Phase III as recorded in Map Book 20, on Page 50, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 70 degrees 13 minutes 18 seconds and run North 36 degrees 40 minutes 15 seconds East along the Southeast side of Lots 18, 17 and 16 in said Greystone 7th Sector Phase III for a distance of 319.66 feet to an iron pin found; thence turn an angle to the left of 0 degrees 18 minutes 28 seconds and run North 36 degrees 21 minutes 46 seconds East along the Southeast side of Lots 15, 14 and 13 in said Greystone 7th Sector Phase III for a distance of 281.98 feet to an iron pin found; thence turn an angle to the left of 36 degrees 08 minutes 58 seconds and run North 0 degrees 12 minutes 49 seconds East along the East side of Lots 12, 11, 10 and 9 in said Greystone 7th Sector Phase III for a distance of 574.39 feet to the point of beginning. Said parcel containing 330.46 acres more or less.

LESS AND EXCEPT any portion of subject property that sits within Greystone 7th Sector, Phase IV are recorded in Map Book 21 , Page 38 A & B in the Probate Office of Shelby County, Alabama.

Greystone Parcel #11

DESCRIPTION: Greystone Golf Course

The Greystone Golf Course Property consists of the following described real property less and except Exception Parcel 1 and Exception Parcel 2 as described below:

To locate the point of beginning commence at the northwest corner of Section 33, Township 13 South, Range 1 West, Shelby County, Alabama; thence run south along west boundary of said section 33 a distance of 712.37 feet to the point of beginning; thence with a deflection angle of $100^{\circ}51'11''$ to the right run in a westerly direction a distance of 75.1 feet to a point; thence with an interior angle of $153^{\circ}32'19''$ to the right run in a westerly direction a distance of 543.23 feet to a point; thence with an interior angle of $214^{\circ}22'39''$ to the right run in a northwesterly direction a distance of 219.54 feet to a point, said point being on a curve to the left having a central angle of $96^{\circ}52'52''$ and a radius of 25.00 feet; thence run along said curve a distance of 42.27 feet to a curve to the right having a central angle of $3^{\circ}57'12''$ and a radius of 2434.13 feet; thence run along said curve a distance of 171.40 feet to a point; thence run in a westerly direction a distance of 133.3 feet to a point on a curve to the left said curve having a central angle of $1^{\circ}15'19''$ and a radius of 2424.13 feet; thence run along curve a distance of 53.11 feet to a curve to the left having a central angle of $90^{\circ}06'21''$ and a radius of 25.00 feet; thence run along curve a distance of 39.32 feet to a curve to the right having a central angle of $25^{\circ}00'00''$ and a radius of 721.69 feet; thence run along curve a distance of 314.90 feet to a curve to the left having a central angle of $1^{\circ}11'09''$ and a radius of 966.30 feet; thence run along curve a distance of 20.00 feet to the east boundary of Lot 1A of the Resurvey of Lot 1 Greystone 2nd Sector; thence run on the east boundary of said Lot 1A a distance of 164.39 feet to a point; thence run along east boundary of said Lot 1A a distance of 100.00 feet to a point; thence run along east boundary of said Lot 1A a distance of 343.09 feet to a point; thence run along east boundary of said Lot 1A a distance of 770.70 feet to a point; thence run along east boundary of said Lot 1A a distance of 433.71 feet to a point; thence run along east boundary of said Lot 1A a distance of 207.41 feet to a point; thence run along east boundary of said Lot 1A a distance of 739.16 feet to a point; thence run along east boundary of said Lot 1A a distance of 200.00 feet to the east boundary of Lot 1E of said Resurvey of Lot 1 Greystone 2nd Sector; thence run along the east boundary of said Lot 1E a distance of 712.42 feet to a point; thence run along east boundary of said Lot 1E a distance of 200.99 feet to a point; thence with an interior angle of $60^{\circ}08'52''$ to the right run in a northeasterly direction a distance of 153.32 feet to a point; thence with an interior angle of $266^{\circ}27'23''$ to the right run in a southeasterly direction a distance of 7.25 feet to a point; thence with an interior angle of $85^{\circ}53'41''$ to the right run in a easterly direction a distance of 21.56 feet to a point; thence with an interior angle of $272^{\circ}39'27''$ to the right run in a southeasterly direction a distance of 215.68 feet to a point; thence with an interior angle of $99^{\circ}27'24''$ to the right run in a northeasterly direction a distance of 584.17 feet to a point; thence with an interior angle of $213^{\circ}08'22''$ to the right run in a southeasterly direction a distance of 163.10 feet to a point; thence with an interior angle of $145^{\circ}24'29''$ to the right run in a northeasterly direction a distance of 161.40 feet to a point; thence with an interior angle of $151^{\circ}20'43''$ to the right run in a northeasterly direction a distance of 553.60 feet to a point on the northwest right-of-way of Greystone Drive (a private roadway); thence with an interior angle of $177^{\circ}31'24''$ to the right run in a northeasterly direction on the northwest right-of-way of said Greystone Drive (a private roadway) a distance of 375.41 feet to a

point said point being on a curve to the right having a central angle of
 12°33'24" and a radius of 1678.31 feet; thence curve 133°13'25" to the
 right and run in a northeasterly direction a chord distance of 367.04
 feet to the southwest corner of Lot 13 of Greystone 1st Sector, Phase 1,
 a subdivision which is recorded in Map Book 14 at page 91 in the office
 of the Judge of Probate of Shelby County, Alabama; thence run in
 a northeasterly direction on the west boundary of said Lot 13 a
 distance of 61.61 feet to a point; thence run in a northwesterly
 direction on the west boundary of said Lot 13 a distance of 134.89 feet
 to a point; thence run in a northeasterly direction along the boundary
 of Lots 13, 14, 15, 16, 17, 18 & 19 a distance of 875.47 feet to a
 point; thence run in a northeasterly direction along the boundary of
 Lots 19, 20, 21, 22, 23 & 24 a distance of 796.98 feet to a point;
 thence run in a northeasterly direction along the north boundary of Lots
 24 & 25 a distance of 274.42 feet to a point, said point being the
 NW corner of Lot 16 of St. Charles at Greystone a subdivision which is
 recorded in Map Book 16 at Page 5 in the Office of the Judge of Probate
 of Shelby County, Alabama; thence run northeasterly along the boundary
 line of Lots 16, 15, 14 & 13 of said St. Charles at Greystone to a
 point, said point being the NW corner of Lot 1 of Greystone 4th Sector a
 subdivision which is recorded in Map Book 16 at Page 89 in said Office
 of the Judge of Probate; thence run northeasterly along the boundary
 line of Lots 1 & 2 to a point; thence run easterly along the north
 boundary line of said Lot 2 to a point; thence run southeasterly on the
 boundary line of Lots 2, 3 & 4 to a point; thence run easterly to a
 point on Lot 5; thence run northeasterly along the back boundary line of
 Lots 5-29; thence run easterly to the NW corner of Lot 30 of said St.
 Charles at Greystone; thence run easterly along the north boundary of
 said Lot 30 a distance of 132.82 feet to a point; thence run
 northeasterly and along the north boundary of said Lot 30 a distance of
 89.48 feet to the northeast corner of said Lot 30; thence continue last
 direction a distance of 382.57 feet to a point; thence with an interior
 angle of 183°36'46" to the right run in a northeasterly direction a
 distance of 279.81 feet to a point; thence with an interior angle of
 149°59'56" to the right run in a northeasterly direction a distance of
 619.97 feet to a point; thence with an interior angle of 176°40'44" to
 the right run in a northeasterly direction a distance of 261.21 feet to
 a point; thence with an interior angle of 172°58'36" to the right run in
 a northeasterly direction a distance of 174.33 feet to a point; thence
 with an interior angle of 96°00'23" to the right run in a northwesterly
 direction a distance of 178.87 feet to a point; thence with an interior
 angle of 215°56'01" to the right run in a northwesterly direction a
 distance of 342.45 feet to a point; thence with an interior angle of
 166°31'54" to the right run in a northwesterly direction a distance of
 308.45 feet to a point; thence with an interior angle of 171°59'15" to
 the right run in a northwesterly direction a distance of 218.99 feet to
 a point; thence with an interior angle of 133°54'53" to the right run in
 a westerly direction a distance of 168.19 feet to a point; thence with
 an interior angle of 150°32'20" to the right run in a southwesterly
 direction a distance of 99.42 feet to a point; thence with an interior
 angle of 165°41'11" to the right run in a southwesterly direction a
 distance of 1090.35 feet to a point; thence with an interior angle of
 135°39'05" to the right run in a southwesterly direction a distance of
 503.75 feet to a point; thence with an interior angle of 204°47'14" to
 the right run in a southwesterly direction a distance of 305.13 feet to
 a point; thence with an interior angle of 161°02'37" to the right run in
 a southwesterly direction a distance of 198.26 feet to a point; thence with
 an interior angle of 136°05'49" to the right run in a southwesterly
 direction a distance of 173.15 feet to a point; thence with an interior
 angle of 215°13'22" to the right run in a southwesterly direction a

distance of 169.98 feet to a point; thence with an interior angle of
 $173^{\circ}30'45''$ to the right run in a southwesterly direction a distance of
641.02 feet to a point; thence with an interior angle of $221^{\circ}02'02''$ to
the right run in a westerly direction a distance of 548.59 feet to a
point; thence with an interior angle of $151^{\circ}23'14''$ to the right run in a
southwesterly direction a distance of 53.83 feet to a point; thence with an interior
angle of $221^{\circ}11'14''$ to the right run in a northwesterly direction a
distance of 452.84 feet to a point; thence with an interior
angle of $180^{\circ}56'49''$ to the right run in a northwesterly direction a
distance of 207.30 feet to a point; thence with an interior angle of
 $159^{\circ}19'19''$ to the right run in a southwesterly direction a distance of
55.95 feet to a point; thence with an interior angle of $175^{\circ}06'04''$ to
the right run a southwesterly direction a distance of 215.06 feet to a
point; thence with an interior angle of $129^{\circ}57'00''$ to the right run in a
southwesterly direction a distance of 63.85 feet to a point; thence with an
interior angle of $154^{\circ}05'02''$ to the right run in a southerly direction a
distance of 89.15 feet to a point; thence with an interior angle of
 $179^{\circ}58'30''$ to the right run in a southeasterly direction a distance of
739.24 feet to a point; thence with an interior angle of $170^{\circ}29'22''$ to
the right run in a southeasterly direction a distance of 425.53 feet to
a point; thence with an interior angle of $251^{\circ}07'20''$ to the right run in
a southwesterly direction a distance of 123.59 feet to a point; thence
with an interior angle of $253^{\circ}57'03''$ to the right run in a northwesterly
direction a distance of 363.10 feet to a point; thence with an interior
angle of $156^{\circ}12'51''$ to the right run in a northwesterly direction a
distance of 143.28 feet to a point; thence with an interior angle of
 $184^{\circ}37'42''$ to the right run in a northwesterly direction a distance of
216.41 feet to a point; thence with an interior angle of $128^{\circ}36'14''$ to
the right run in a southwesterly direction a distance of 54.27 feet to a
point; thence with an interior angle of $221^{\circ}37'17''$ to the right run in a
northwesterly direction a distance of 457.6 feet to a point; thence with
an interior angle of $160^{\circ}00'46''$ to the right run in a westerly direction
a distance of 81.19 feet to a point; thence with an interior angle of
 $114^{\circ}12'19''$ to the right run in a southwesterly direction a distance of
74.43 feet to a point; thence with an interior angle of $157^{\circ}29'59''$ to
the right run in a southerly direction a distance of 172.8 feet to a
point; thence with an interior angle of $196^{\circ}24'45''$ to the right run in a
southwesterly direction a distance of 494.37 feet to a point; thence
with an interior angle of $185^{\circ}26'45''$ to the right run in a southwesterly
direction a distance of 634.87 feet to a point; thence with an interior
angle of $266^{\circ}29'15''$ to the right run in a northwesterly direction a
distance of 210.02 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:
EXCEPTION PARCEL 1

For the point of beginning commence at the eastern most corner of Loc 27 of Graystone 1st Sector Phase 1 a subdivision which is recorded in Map Book 14 at Page 91 in the Office of the Judge of Probate of Shelby County, Alabama; thence run southwest along the back boundary line of Locs 27-48 of said Graystone 1st Sector Phase 1 to the SE corner of Loc 49 of Graystone 1st Sector Phase 2 as recorded in Map Book 15 at Page 58; thence run westerly along the back boundary line of Locs 49-51 to a point; thence run northerly along the back boundary line of Locs 51-62 to the SW corner of Loc 74 of said Graystone 1st Sector Phase 2; thence run northerly along the back boundary line of said Loc 82 a distance of 223.55 feet to a point on the west right-of-way of Shandwick Place; thence run northeasterly on the right-of-way of Shandwick Place a distance of 267.58 feet to a curve to the left having a central angle of $86^{\circ}03'19''$ and a radius of 25.00 feet; thence along said curve a distance of 37.55 feet to a point on the south right-of-way of King Stables Drive; thence along a curve to the right having a central angle of $12^{\circ}44'45''$ and a radius of 774.50 feet a distance of 172.30 feet to a point; thence along south right-of-way of said King Stables Drive a distance of 72.14 feet to a point; thence with an interior angle of $100^{\circ}05'37''$ to the left run in a northeasterly direction a distance of 42.02 feet to a point; thence with an interior angle of $118^{\circ}10'39''$ to the left run in a easterly direction a distance of 30.09 feet to the NW corner of Loc 135 of said Graystone 1st Sector Phase 2; thence run along the back boundary line of Locs 135-140 to the SW corner of Loc 17 of St. Ives at Graystone a subdivision which is recorded in Map Book 15 at Page 70; thence northeasterly along the back boundary line of Loc 17, 16, 15, 14, 13, 12, 11, 10, 9, 8 & 7 to a point; thence run southerly along the back boundary line of Loc 7, 6 & 5 to the NW corner of Loc 1 of said St. Ives at Graystone; thence run southeasterly along the north boundary of said Loc 1 a distance of 163.17 feet to a point, said point being on the west right-of-way of Graystone Drive a (private roadway); thence with an interior angle of $207^{\circ}07'54''$ to the left run in a easterly direction a distance of 60.00 feet to the east right-of-way of said Graystone Drive a (public roadway); thence along a curve to the right having a central angle of $11^{\circ}34'54''$ and a radius of 378.39 feet a distance of 75.98 feet to a point; thence tangent to curve a distance of 155.00 feet to a curve to the right having a central angle of $29^{\circ}00'00''$ and a radius of 880.68 feet a distance of 445.75 feet to a point; thence tangent to said curve a distance of 255.00 feet to a curve to the right having a central angle of $23^{\circ}23'19''$ and a radius of 408.54 feet a distance of 166.77 feet to a point; thence westerly and radial to said curve a distance of 60.00 feet to a point; thence northerly along a curve to the right having a central angle of $16^{\circ}57'55''$ and a radius of 468.54 feet a distance of 138.74 feet to a curve to the left having a central angle of $83^{\circ}36'06''$ and a radius of 25.00 feet a distance of 36.48 feet to a point on the south right-of-way of King Stables Drive; thence northwesterly along the south right-of-way of said King Stables Drive a distance of 36.39 feet to the NE corner of Loc 26A of the resurvey of Loc 26 of Graystone 1st Sector Phase 1; thence southwest along the east boundary of said Loc 26A a distance of 207.51 feet to the point of beginning (said Exception Parcel 1 containing 135.514 Acres).

ALSO LESS AND EXCEPT THE FOLLOWING:
EXCEPTION PARCEL 2

To locate the point of beginning commence at the northeast corner of the SW $\frac{1}{4}$ of Section 28, Township 18 South, Range 1 West, Shelby County, Alabama; thence run south on the east boundary of said SW $\frac{1}{4}$ a distance of 1312.01 feet to the point of beginning; thence with a deflection angle of 91°50'24" to the right run in a westerly direction a distance of 15.00 feet to a point; thence with an interior angle of 247.59°13'13" to the right run in a westerly direction a distance of 609.29 feet to a point; thence with an interior angle of 75°40'41" to the right run in a westerly direction a distance of 331.15 feet to a point; thence with an interior angle of 203°10'50" to the right run in a southerly direction a distance of 410.37 feet to a point; thence with an interior angle of 169°24'32" to the right run in a southerly direction a distance of 197.73 feet to a point; thence with an interior angle of 167°20'57" to the right run in a southeasterly direction a distance of 126.02 feet to a point; thence with an interior angle of 135°28'28" to the right run in a southeasterly direction a distance of 140.53 feet to a point; thence with an interior angle of 190°00'04" to the right run in a southeasterly direction a distance of 226.01 feet to a point; thence with an interior angle of 181°53'00" to the right run in a southeasterly direction a distance of 563.43 feet to a point; thence with an interior angle of 85°53'13" to the right run in a northeasterly direction a distance of 610.14 feet to a point; thence with an interior angle of 162°06'41" to the right run in a northeasterly direction a distance of 632.25 feet to a point; thence with an interior angle of 266°28'22" to the right run in a northeasterly direction a distance of 241.03 feet to a point; thence with an interior angle of 137°33'54" to the right run in a northeasterly direction a distance of 532.25 feet to a point; thence with an interior angle of 174°42'51" to the right run in a northeasterly direction a distance of 298.75 feet to a point; thence with an interior angle of 157°09'46" to the right run in a northeasterly direction a distance of 560.27 feet to a point; thence with an interior angle of 254°52'12" to the right run in a southeasterly direction a distance of 285.01 feet to a point; thence with an interior angle of 29°59'15" to the right run in a northwesterly direction a distance of 36.44 feet to a point; thence with an interior angle of 283°59'26" to the right run in a northwesterly direction a distance of 365.57 feet to a point; thence with an interior angle of 174°17'04" to the right run in a northeasterly direction a distance of 489.95 feet to a point; thence with an interior angle of 162°33'43" to the right run in a northeasterly direction a distance of 567.98 feet to a point; thence with an interior angle of 173°03'44" to the right run in a northeasterly direction a distance of 331.60 feet to a point; thence with an interior angle of 129°04'15" to the right run in a northwesterly direction a distance of 97.70 feet to a point; thence with an interior angle of 87°23'04" to the right run in a southwesterly direction a distance of 44.36 feet to a point; thence with an interior angle of 247°23'57" to the right run in a northwesterly direction a distance of 68.35 feet to a point; thence with an interior angle of 251°49'00" to the right run in a northeasterly direction a distance of 35.15 feet to a point; thence with an interior angle of 103°41'20" to the right run in a northwesterly direction a distance of 274.30 feet to a point; thence with an interior angle of 197°45'59" to the right run in a northwesterly direction a distance of 187.59 feet to a point; thence with an interior angle of 146°10'38" to the right run in a northwesterly direction a distance of 92.00 feet to a point; thence with an interior angle of 102°20'00" to the right run in a southwesterly direction a distance of 425.80 feet to a point; thence with an interior angle of

182°24'00" to the right run in a southwesterly direction a distance of
 514.53 feet to a point; thence with an interior angle of 188°36'00" to
 the right run in a southwesterly direction a distance of 241.64 feet to
 a point; thence with an interior angle of 191°21'31" to the right run in
 a southwesterly direction a distance of 464.23 feet to a point; thence
 with an interior angle of 202°42'13" to the right run in a westerly direction
 a distance of 172.25 feet to a point; thence with an interior angle of
 137°30'38" to the right run in a southwesterly direction a distance of
 205.06 feet to a point; thence with an interior angle of 163°27'13" to
 the right run in a southwesterly direction a distance of 657.69 feet to
 a point; thence with an interior angle of 169°23'25" to the right run in
 a southwesterly direction a distance of 155.90 feet to a point; thence
 with an interior angle of 207°41'52" to the right run in a southwesterly
 direction a distance of 438.39 feet to a point; thence with an interior
 angle of 223°29'17" to the right run in a northwesterly direction a
 distance of 225.03 feet to a point; thence with an interior angle of
 207°41'52" to the right run in a northwesterly direction a distance of
 438.39 feet to the point of beginning (said Exception Parcel 2 containing
 92.716 Acres).

All lying and being in the E½ of Section 32, the W½ of Section 33,
 the NE¼ of Section 33, the S½ of Section 28, the NE¼ of Section 28 and
 the W½ of Section 27, Township 18 South, Range 1 West, Shelby County,
 Alabama and containing 194.072 Acres.

Greystone Parcel #12

TOGETHER WITH (a) the perpetual, non-exclusive right, in common with Daniel Oak Mountain Limited Partnership and all others having any interest therein, to use Hugh Daniel Drive, the Access Easement Property and the Cross-Easement Property, as such terms are defined in the Reciprocal Easement Agreement dated as of January 1, 1990 by and between Daniel Oak Mountain Limited Partnership and Daniel Links Limited Partnership, as recorded in Deed Book 312, Page 274 in the Probate Office, as amended by First Amendment thereto dated November 6, 1990 and recorded in Deed Book 317, Page 253 in said Probate Office and as further amended by Second Amendment thereto dated as of January 27, 1993 and recorded as Instrument No. 1993-0312 in said Probate Office (the "Reciprocal Easement Agreement"); (b) all rights of Daniel Oak Mountain Limited Partnership under the Reciprocal Easement Agreement; (c) all rights of Daniel Oak Mountain Limited Partnership under that certain Utility Easement Agreement dated as of August 23, 1993 and recorded as Instrument No. 1993-25946 in said Probate Office; (d) all rights of Daniel Oak Mountain Limited Partnership under that certain Easement Agreement dated July 20, 1993 and recorded as Instrument No. 1993-22440; (e) all rights of Daniel Oak Mountain Limited Partnership under that certain Greystone Close' Development Reciprocal Easement Agreement dated June 6, 1991 and recorded in Book 346, Page 848, as amended by First Amendment thereto dated December 30, 1991 and recorded in Book 380, Page 639 in said Probate Office; (f) all rights of Daniel Oak Mountain Limited Partnership under that certain St. Charles Reciprocal Easement Agreement dated December 20, 1991 and recorded in Book 378, Page 925 in said Probate Office; and (g) all rights of Daniel Oak Mountain Limited Partnership under that certain St. Ives Reciprocal Easement Agreement dated as of August 1, 1991 and recorded in Book 356, Page 668 in said Probate Office.

P.L.
CODE DESCRIPTION UNITS BASIS SVC

11	Del Computers	2	2,628.40	94/03
10	Lateral Files	2	930.86	95/03
10	Telephone	1	364.30	95/08
11	Desk	1	1,697.00	95/01
11	Credenza	1	3,527.50	95/01
11	Leather chair	1	407.75	95/01
11	Side Chairs	2	40.00	95/01
11	Drafting Table	1	150.00	95/01
11	Folding Table	1	75.00	95/01
11	PC Table	1	25.00	95/01
15	Mobile Telephone	1	753.46	92/05
15	Sound System	1	8,925.14	93/12
15	Audio Console	1	668.52	94/02
15	Telephone Installation	7	1,578.80	94/03
15	Sony 27" TV (Ser: 7006998)	1	724.85	94/04
15	Sony VCR (Ser: S010221254-2)	1	456.71	94/04
15	Exterior Lighting		3,507.35	93/12
15	Book Case	1	50.00	95/01
15	Speakers	2	364.80	95/02
15	Receiver-19th hole	1	190.95	95/02
15	CD Player-19th hole	1	169.95	95/02
15	Lamps -19th hole	1	247.60	95/02
15	Camera & Tripod	1	379.94	95/05
15	Brass Directory Stand	1	2,350.00	95/05
15	Information Signs	2	930.75	95/06
20	Lightening Detector	1	537.00	92/05
20	Ballwasher	1	2,113.00	93/07
20	Radios (3) Golf Shop	3	1,181.39	93/07
20	Club Custom Fit Cabinet	1	750.00	95/03
40	Walkie Talkies	4	1,728.00	95/07

EXHIBIT B

P.I.

CODE	DESCRIPTION	UNITS	BASIS	SVC
30	Security System	1	1,333.40	92/02
30	Solids Separator	1	30,250.83	93/03
30	Fans (6)	6	3,113.29	93/04
30	Radlos (2) Maintenance	2	698.58	93/04
30	Fans (10)	10	5,088.02	93/07
30	Concrete Mixer (Used)	1	1,648.04	94/01
30	Plate Compactor (Used)	1	851.96	94/01
30	Fans (8)	8	4,535.26	94/03
30	PLF10CP Water Cooler	1	453.60	94/04
30	Oscillator Assembly (34)	34	7,044.16	94/05
30	Maintenance Storage Unit	1	745.10	94/05
30	TV/VCR	1	540.64	95/05
30	Safety Cabinet	1	711.66	95/06
30	520 Loader Attachment	1	4,788.41	95/03

CODE	DESCRIPTION	UNITS	BASIS	SVC	P.I.
80	Gas Grill w/Convection Hood	1	1,770.38	94/05	
80	Rectangular Rondo Chafers (6), (1) Inset	6	7,171.74	94/06	
80	C-100 Food Mixer (Used)	1	750.60	94/06	
80	Round Rondo Chafers (2)	2	2,386.26	94/06	
80	Salamander, Nat. Gas (Used)	1	1,350.00	94/12	
80	Oven	1	1,257.25	95/04	
80	Table with Shelf	1	519.80	95/05	

CODE	DESCRIPTION	UNITS	BASIS	LIFE	METHOD	SVC
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563060	60 Storage Shed	1	3,081.37	7 YR	200%DB	94/09
	60 Changing Stations	2	514.90			95/02
	60 Courtside Bench	6	870.40			95/09

Total Tennis FF&E

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4,466.67

563070	70 Pool Tables/Chairs		4,159.27	7 YR	200%DB	94/06
	70 White Chairs	8	453.20			95/04
	70 Chaise Lounges	10	1,609.36			95/04

Total Pool FF&E

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6,221.83

10/03/95

Greystone Golf Club
Superintendent: Scott Urbantke

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EQUIPMENT SUMMARY REPORT

ID Number	Make	Model	Vendor	Purchased	Price
0100	Cushman/Ryan	GA-60	Tieco	01/17/94	20,109.00
0101	Cushman/Ryan	544872	Tieco	01/17/94	7,350.00
0103	Toro	09110	Turf care	09/20/91	5,500.00
0104	Toro	09110	Turfcare Produc	09/20/91	5,500.00
0105	Toro	09800-Hydroject	Turfcare Produc	08/26/91	22,000.00
0102	Aerator	Manual push			170.00
0207	Olathe	61 3 Ft. Hitch	Turf Care Produ	11/01/90	2,902.00
0208	Olathe	67 Groundsmaster	Turf Care Produ	11/01/90	1,538.00
0211	Toro/Push	Toro 5 Hp. Blowe	Turf Care Produ	11/01/90	550.00
0212	Toro/Push	Toro 5 Hp. Blowe	Turf Care Produ	11/01/90	550.00
0200	Echo	PB-2400 Handheld	Mabe Powe Equip	03/10/94	209.00
0201	Echo	PB-2400 Handheld	Mabe Power Equi	03/10/94	209.00
0209	Toro	30941 Backpack		08/01/90	385.00
0210	Toro	30941 Backpack		08/01/90	385.00
0205	Maruyama	BL471 Backpack	Mabe Power Equi	06/02/93	350.00
0206	Maruyama	BL471 Backpack	Mabe power equi	12/01/94	385.00
0204	MARUYAMA	BL471 Backpack	Mabe power equi	12/01/94	385.00
0202	Echo	PB1000	Mabe's Power Ec	10/20/94	150.00
0203	Maruyama	BL471 Backpack	Mabe Power Equi	12/01/94	385.00
213	BC320 Trimme	BC320 Trimmer	Mabe Power Equi	03/29/95	315.00
214	BC320 Trimme	BC320 Trimmer	Mabe Power Equi	03/29/95	315.00
215	BC320 Trimme	BC320 Trimmer	Mabe Power Equi	03/29/95	315
216	BC320 Trimme	BC320 Trimmer	Mabe Power Equi	03/29/95	315.00
217	BC320 Trimme	BC320 Trimmer	Mabe Power Equi	03/29/95	315.00
0300	Vermeer	620BC	Vermeer	12/01/90	5,300.00
0400	Jacobsen	LF-100	Tieco	08/16/91	24,500.00
0401	Jacobsen	LF-100	Tieco	08/16/91	24,500.00
0533	Gravely	Pro-40	Riverchase Lawn	01/18/91	3,900.00
0536	Toro	Commercial TC500	Turf Care Produ	10/30/90	595.00
0535	Toro	Commercial TC500	Turf Care Produ	10/30/90	595.00
0514	STIHL CHAIN	34AV		11/02/90	475.00
0513	STIHL CHAIN	28AV		11/02/90	475.00
0501	MAKASA VIBRA	77	RUSH EQUIPMENT	03/01/94	750.00
0516	TURFCO TOPDR	F-15--85415	TURFCARE PRODUC	08/24/90	3,631.00
0507	MULTIQUIP GE	GA-6-GRZ-6000	RUSH RENTAL	06/01/94	1,800.00
0515	STONE CEMENT	650M	RUSH EQUIPMENT	03/01/94	1,750.00
0512	SALSCO GREEN	9010	SALECO	06/01/93	7,800.00
0504	RYAN SOD CUT	544844-9110	TIECO	05/01/91	2,679.60
0521	Grass Craft	GCMU	Humphries	03/01/94	495.00
0523	Grass Craft	GCMU	Humphries	04/01/94	495.00
0522	Grass Craft	GCMU	Humphries	04/01/94	495.00
0538	Flymo	GCT20		/ /	495.00
0520	Flymo	GCT20		/ /	495.00
0508	Maruyama/Str	BC320 Trimmer	Mabe Power Equi	04/01/94	324.00
0509	Maruyama/Str	BC320 Trimmer	Mabe Power Equi	04/01/94	324.00
0500	4 Goosen	BCG-3	Humphries Farm	11/05/94	3,276.24
0517	White	598	Mabe power equi	01/05/95	285.
0518	White	598	Mabe power equi	01/05/95	285.00
0524	Toro	22031	Mabe power equi	11/23/94	660.00
0511	RED MAX	SGC220DL	TIECO	11/23/94	530.00
0538	Grass Craft	GCMU	Humphries	03/23/95	649.00
0539	Grass Craft	GCMU	Humphries	03/23/95	649.00

10/03/95

EQUIPMENT SUMMARY REPORT

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ID Number	Make	Model	Vendor	Purchased	Price
0600	Toro	Greensmaster 100	Turf Care Produ	06/11/93	3,283.00
0601	Toro	Greensmaster 100	Turf Care Produ	05/23/91	3,253.00
0602	Toro	Greensmaster 100	Turf Care Produ	05/23/91	3,283.00
0606	Toro	Greensmaster 100	Turf Care Produ	09/07/90	3,283.00
0603	Toro	Greensmaster 100	Turf Care Produ	11/14/90	3,283.00
0604	Toro	Greensmaster 100	Turf Care Produ	06/11/93	3,283.00
0608	Toro	Greensmaster 105	Turf Care Produ	06/21/91	2,739.00
0609	Toro	Greensmaster 105	Turf Care Produ	10/24/90	2,739.00
0610	Toro	Greensmaster 105	Turf Care Produ	10/24/90	2,739.00
0611	Toro	Greensmaster 105	Turf Care Produ	10/24/90	2,739.00
0612	Toro	Greensmaster 105	Turf Care Produ	06/20/91	2,739.00
0613	Toro	Greensmaster 105	Turf Care Produ	10/24/90	3,283.00
0614	Toro	Greensmaster 105	Turf Care Produ	10/24/90	3,283.00
0605	Toro	Greensmaster 100	Turf Care Produ	09/07/90	3,283.00
0607	Toro	Greensmaster 100	Turf Care Produ	11/14/90	3,283.00
0700	Toro	Groundsmaster 32	Turf Care Produ	10/22/90	12,545.00
0701	Toro	Groundsmaster 32	Turf Care Produ	08/24/90	12,545.00
0702	Toro	Groundsmaster 32	Turf Care Produ	05/29/91	12,545.00
0800	Gandy	Greens Roller		11/11/90	375.00
0801	Gandy	Greens Roller		11/11/91	375.00
0803	Walking Boom	Walking Boom Spr		/ /	495.00
0805	Walking Boom	Walking Boom Spr		/ /	495.00
0804	Walking Boom	Walking Boom Spr		/ /	495.00
0900	Wyse	Wy2112-01	Daniel corp	/ /	1,000.00
0901	Pipe Horn	100	Utility Tool Co	/ /	800.00
0902	Wire and Pip	521	Progressive Ele	/ /	750.00
0903	Pulsar Groun	2003	Progressive Ele	/ /	750.00
0904	Metal Dectec	Micronta 4003 VL	Radio Shack	/ /	299.00
0905	Tanaka Trimm	TBC 300	Advanced Mower	07/11/91	369.00
0906	Submersible	SPA 1 1/2 E		/ /	420.00
0907	Kifco	B-110	Humphries Farm	11/05/94	1,880.00
0908	Kifco	B-110	Humphries	11/30/94	1,990.00
0909	Kifco	B-110	Humphries	11/30/94	1,990.00
1001	Pro-Force	Air Compressor		/ /	1,800.00
1002	Zep	Parts Washer		/ /	600.00
1003	Baldor	Grinder w/stand		/ /	300.00
1004	Delta	Drill Press		/ /	350.00
1005	Aqua	Stripper Pressur		/ /	375.00
1006	Sunex	12T. Press w/flo		/ /	650.00
1007	2T. Jack Sta	2T. Jack Stand		/ /	100.00
1009	5T. Jack Sta	5T. Jack Stand		/ /	100.00
1010	5T. Jack Sta	5T. Jack Stand		/ /	100.00
1011	Foley	Bedknife Grinder		/ /	2,500.00
1012	Foley	Reel Grinder		/ /	4,000.00
1013	Hand Truck	Hand Truck		/ /	175.00
1014	Battery Char	Battery Charger		/ /	200.00
1015	Hand Grinder	Hand Grinder w/d		/ /	200.00
1016	Actylene	Oxygen/tanks/hos		/ /	400.00
1017	Hobart	Wire Welder		/ /	550.00
1019	Bench Vise w	Bench Vise w/sta		/ /	200.00
1020	Dayton	100,000 BTU Heat		/ /	600.00
1021	Dayton	100,000 BTU Heat		/ /	600.00
1022	Tire Changer	Tire Changer		/ /	150.00
1018	Foley	Lapping Machine		/ /	600.00
1023	Foley	Lapping Machine		/ /	600.00

10/03/95

EQUIPMENT SUMMARY REPORT

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ID Number	Make	Model	Vendor	Purchased	Price
1024	Portable Air	Portable Air Tan		/ /	50.00
1025	PMU Lift	PMU Lift		/ /	3,200.00
1026	GC-30	GC-30(Mix Gas/Fu		/ /	275.00
1027	Engine Hoist	Engine Hoist		/ /	350.00
1028	Portable Air	M10	Humphries Farm	02/02/95	39.95
1029	IDEALARC AC/		Welding Equipme	04/04/95	1,210.00
0	Toro	44902	Turf Care Produ	/ /	200.00
0	Toro	44902	Turf Care Produ	/ /	200.00
0	Toro	44902	Turf Care Produ	/ /	200.00
0	Toro	04416	Turf Care Produ	/ /	200.00
0	Toro	04416	Turf Care Produ	/ /	200.00
0	Toro	04416	Turf Care Produ	/ /	200.00
0	Toro	4465	Turf Care Produ	/ /	200.00
0	Toro	4465	Turf Care Produ	/ /	200.00
0	Toro	4465	Turf Care Produ	/ /	200.00
1012	Toro	88" Mowing Deck	Turf Care Produ	05/29/91	4,000.00
1010	Toro	72" Mowing Deck	Turf Care Produ	05/29/91	2,739.00
1011	Toro	72" Mowing Deck	Turf Care Produ	10/22/90	2,739.00
1000	Magnavox	9CM082 0741		05/30/91	500.00
1101	Intel	386 Microcompute		05/30/91	2,000.00
1102	Honeywell Ke	101RXB	Honeywell	/ /	200.00
1104	Motorola	P50	Birmingham Comm	/ /	460.00
1105	Motorola	P50	Birmingham Comm	/ /	460.00
1106	Motorola	P50	Birmingham Comm	/ /	460.00
1107	Motorola	P50	Birmingham Comm	/ /	460
1108	Motorola	P50	Birmingham Comm	/ /	460.00
1109	Motorola	P50	Birmingham Comm	/ /	460.00
1110	Motorola	P50	Birmingham Comm	/ /	460.00
1111	Motorola	P50	Birmingham Comm	/ /	460.00
1112	Motorola	P50	Birmingham Comm	/ /	460.00
1113	Motorola	P50	Birmingham Comm	/ /	460.00
1103	Epson FX-850	P82PA		/ /	500.00
1202	Toro	Reelmaster 216	Turf Care Produ	06/14/91	12,200.00
1203	Toro	Reelmaster 216	Turf Care Produ	10/30/90	12,200.00
1204	Toro	Reelmaster 7 Gan	Turf Care Produ	06/10/90	18,471.00
1200	Jacobsen	Tri-King 1684D	Tieco	08/28/91	15,500.00
1201	Jacobsen	Tri-King 1684D	Tieco	08/28/91	15,500.00
1205	J.D. Mowing	Mowing Unit 305	Tractor & Turf	02/08/95 *	17,350.50
1300	Toro	08880	Turf Care Produ	08/24/90	9,692.00
1402	Hahn	418	Turf Care Produ	08/24/90	13,135.00
1401	F.M.C.	DM10F300F		09/10/90	10,320.00
1400	Cushman	898562 S.D.I. 30	Tieco	01/01/94	7,400.00
1501	Hahn	PA-17 Tractor Mo	Turf Care Produ	11/01/90	3,150.00
1502	Hahn	P-21 Tractor Mou	Turf Care Produ	11/01/90	3,450.00
1503	Scott's	Push		/ /	200.00
1504	Scott's	Push		/ /	200.00
1505	Scott's	Push		/ /	200.00
1506	Gandy #9275	Push	Lesco	09/01/94	502.00
1507	Gandy #9275	Push	Lesco	09/01/94	502.00
1508	Danville	Roller/Chemical		/ /	250.
1509	Lesco	Push/Rotary	Lesco	/ /	281.75
1510	Lesco	Push/Rotary	Lesco	/ /	200.00
1511	Gandy	24H12		/ /	502.00
1512	Gandy	24H12		/ /	502.00
1513	Gandy	Rotary Spreader	Lesco	09/22/94	281.75

10/03/95

EQUIPMENT SUMMARY REPORT

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ID Number	Make	Model	Vendor	Purchased	Price
1514	Gandy	Rotary Spreader	Lesco	09/22/94	281.70
1600	Toro	RHFA	Turf Care Produ	01/01/94	21,643.00
1700	Toro	GreensKing 3000	Turf Care Produ	06/05/91	14,000.00
1701	Toro	GreensKing 3000	Turf Care Produ	09/13/90	14,000.00
1800	John Deere	2155	Tractor and Tur	05/01/90	16,827.00
1801	John Deere	2155	Tractor and Tur	05/01/90	16,827.00
1802	John Deere	2155	Tractor and Tur	05/01/90	21,659.00
1803	Case	580L	Key Machinery	07/07/95	40,000.00
1900	Sweepster	RHFA	Tieco	01/01/94	3,500.00
1901	Land Pride	Landscape Rake 3		/ /	617.00
1902	John Deere	270 Aerator/Slic	Tractor & Turf	05/10/90	3,163.00
1903	John Deere	360 Flail Mower	Tractor & Turf	05/01/90	2,186.00
1904	Jacobsen	LF-100 Reel	Tieco	/ /	200.00
1905	Jacobsen	LF-100 Reel	Tieco	/ /	200.00
1906	Jacobsen	LF-100 Reel	Tieco	/ /	200.00
1907	Jacobsen	LF-100 Reel	Tieco	/ /	200.00
1908	Jacobsen	LF-100 Reel	Tieco	/ /	200.00
1909	Tuff Line	TBI 84 Box Blade		/ /	616.00
1910	Pronovost	P-516 Dump Trail	Turf Care Produ	/ /	4,300.00
1911	John Deere	660 Tiller	Tractor and Tur	08/11/95	2,802.00
2000	Greens Mower	Greens Mower	Humphries	/ /	200.00
2001	Greens Mower	Greens Mower	Humphries	/ /	200.00
2002	Greens Mower	Greens Mower	Humphries	/ /	200.00
2004	Greens Mower	Greens Mower	Humphries	/ /	200.00
2003	Greens Mower	Greens Mower	Humphries	/ /	200.00
2005	Utility	Utility	Custom Built Tr	/ /	350.00
2006	Utility	Utility	Custom Built Tr	/ /	350.00
2007	Utility	Utility	Custom Built Tr	/ /	350.00
58BPT48	Isuzu/White	Q16	Steel City	10/16/90	8,000.00
58BPT49	Isuzu	Q16	Steel City	10/16/90	8,000.00
58BPT50	Isuzu	Q16	Steel City	10/15/90	8,000.00
58BPT47	Isuzu	Q16	Steel City	/ /	8,000.00
58BPT51	Isuzu	Q16	Steel City	10/15/90	8,000.00
58BPT71	Isuzu(Lease)		Steel City Leas	/ /	8,000.00
2210	Mitsubishi	1191	Turf Care Produ	08/02/91	5,500.00
2209	Jacobsen	800	Tieco	/ /	5,500.00
2206	EZ-Go	GXT-804	EZ-Go	10/01/91	1,785.00
2201	Club Car	A8807	Birmingham Batt	06/22/93	1,229.00
2202	Club Car	A8807	Birmingham Batt	06/22/93	1,229.00
2203	Club Car	A8807	Birmingham Batt	06/22/93	1,229.00
2211	Cushman	898632	Tieco	01/01/94	11,594.00
2204	EZ-Go	XT500	EZ-Go	05/01/92	2,700.00
2207	EZ-Go	XT500	EZ-Go	05/01/92	2,700.00
2208	EZ-Go	XT500	EZ-Go	05/01/92	2,700.00
2212	Club Car	9204	B'ham Battery a	03/01/93	2,500.00
2214	John Deere	1800	Tractor & Turf	02/08/95*	12,329.00
2215	John Deere	Gator11948	Tractor & Turf	02/08/95*	7,752.00
2216	John Deere	Gator11955	Tractor & Turf	02/08/95*	7,752.00
2217	John Deere	Gator11956	Tractor & Turf	02/08/95*	7,752.00

Total Items: 212

~~REPLACEMENTS~~

Replacements

New

EXHIBIT C

DESCRIPTION: Greystone Golf Course

The Greystone Golf Course Property consists of the following described real property less and except Exception Parcel 1 and Exception Parcel 2 as described below:

To locate the point of beginning commence at the northwest corner of Section 33, Township 13 South, Range 1 West, Shelby County, Alabama; thence run south along west boundary of said section 33 a distance of 712.87 feet to the point of beginning; thence with a deflection angle of $100^{\circ}51'11''$ to the right run in a westerly direction a distance of 75.1 feet to a point; thence with an interior angle of $153^{\circ}32'19''$ to the right run in a westerly direction a distance of 548.28 feet to a point; thence with an interior angle of $214^{\circ}22'39''$ to the right run in a northwesterly direction a distance of 219.54 feet to a point, said point being on a curve to the left having a central angle of $96^{\circ}52'52''$ and a radius of 25.00 feet; thence run along said curve a distance of 42.27 feet to a curve to the right having a central angle of $3^{\circ}57'12''$ and a radius of 2484.18 feet; thence run along said curve a distance of 171.40 feet to a point; thence run in a westerly direction a distance of 133.3 feet to a point on a curve to the left said curve having a central angle of $1^{\circ}15'19''$ and a radius of 2424.13 feet; thence run along curve a distance of 53.11 feet to a curve to the left having a central angle of $90^{\circ}06'21''$ and a radius of 25.00 feet; thence run along curve a distance of 39.32 feet to a curve to the right having a central angle of $25^{\circ}00'00''$ and a radius of 721.69 feet; thence run along curve a distance of 314.90 feet to a curve to the left having a central angle of $1^{\circ}11'09''$ and a radius of 966.30 feet; thence run along curve a distance of 20.00 feet to the east boundary of Lot 1A of the Resurvey of Lot 1 Greystone 2nd Sector; thence run on the east boundary of said Lot 1A a distance of 154.39 feet to a point; thence run along east boundary of said Lot 1A a distance of 100.00 feet to a point; thence run along east boundary of said Lot 1A a distance of 343.09 feet to a point; thence run along east boundary of said Lot 1A a distance of 770.70 feet to a point; thence run along east boundary of said Lot 1A a distance of 433.71 feet to a point; thence run along east boundary of said Lot 1A a distance of 207.41 feet to a point; thence run along east boundary of said Lot 1A a distance of 739.16 feet to a point; thence run along east boundary of said Lot 1A a distance of 200.00 feet to the east boundary of Lot 1E of said Resurvey of Lot 1 Greystone 2nd Sector; thence run along the east boundary of said Lot 1E a distance of 712.42 feet to a point; thence run along east boundary of said Lot 1E a distance of 200.99 feet to a point; thence with an interior angle of $60^{\circ}08'52''$ to the right run in a northeasterly direction a distance of 153.32 feet to a point; thence with an interior angle of $266^{\circ}27'23''$ to the right run in a southeasterly direction a distance of 7.25 feet to a point; thence with an interior angle of $85^{\circ}53'41''$ to the right run in a easterly direction a distance of 21.56 feet to a point; thence with an interior angle of $272^{\circ}39'27''$ to the right run in a southeasterly direction a distance of 215.68 feet to a point; thence with an interior angle of $99^{\circ}27'24''$ to the right run in a northeasterly direction a distance of 584.17 feet to a point; thence with an interior angle of $213^{\circ}08'22''$ to the right run in a southeasterly direction a distance of 168.10 feet to a point; thence with an interior angle of $145^{\circ}24'28''$ to the right run in a northeasterly direction a distance of 161.40 feet to a point; thence with an interior angle of $151^{\circ}20'43''$ to the right run in a northeasterly direction a distance of 553.60 feet to a point on the northwest right-of-way of Greystone Drive (a private roadway); thence with an interior angle of $177^{\circ}31'24''$ to the right run in a northeasterly direction on the northwest right-of-way of

point said point being on a curve to the right having a central angle of $12^{\circ}33'24''$ and a radius of 1678.31 feet; thence turn $133^{\circ}13'26''$ to the right and run in a northeasterly direction a chord distance of 367.04 feet to the southwest corner of Lot 13 of Greystone 1st Sector, Phase 1, a subdivision which is recorded in Map Book 14 at page 91 in the office of the Judge of Probate of Shelby County, Alabama; thence run in a northeasterly direction on the west boundary of said Lot 13 a distance of 61.61 feet to a point; thence run in a northwesterly direction on the west boundary of said Lot 13 a distance of 134.89 feet to a point; thence run in a northeasterly direction along the boundary of Lots 13, 14, 15, 16, 17, 18 & 19 a distance of 875.47 feet to a point; thence run in a northeasterly direction along the boundary of Lots 19, 20, 21, 22, 23 & 24 a distance of 796.98 feet to a point; thence run in a northeasterly direction along the north boundary of Lots 24 & 25 a distance of 274.42 feet to a point, said point being the NW corner of Lot 16 of St. Charles at Greystone a subdivision which is recorded in Map Book 16 at Page 5 in the Office of the Judge of Probate of Shelby County, Alabama; thence run northeasterly along the boundary line of Lots 16, 15, 14 & 13 of said St. Charles at Greystone to a point, said point being the NW corner of Lot 1 of Greystone 4th Sector a subdivision which is recorded in Map Book 16 at Page 89 in said Office of the Judge of Probate; thence run northeasterly along the boundary line of Lots 1 & 2 to a point; thence run easterly along the north boundary line of said Lot 2 to a point; thence run southeasterly on the boundary line of Lots 2, 3 & 4 to a point; thence run easterly to a point on Lot 5; thence run northeasterly along the back boundary line of Lots 5-29; thence run easterly to the NW corner of Lot 30 of said St. Charles at Greystone; thence run easterly along the north boundary of said Lot 30 a distance of 132.82 feet to a point; thence run northeasterly and along the north boundary of said Lot 30 a distance of 89.48 feet to the northeast corner of said Lot 30; thence continue last direction a distance of 382.57 feet to a point; thence with an interior angle of $183^{\circ}36'46''$ to the right run in a northeasterly direction a distance of 279.81 feet to a point; thence with an interior angle of $149^{\circ}59'56''$ to the right run in a northeasterly direction a distance of 619.97 feet to a point; thence with an interior angle of $176^{\circ}40'44''$ to the right run in a northeasterly direction a distance of 261.21 feet to a point; thence with an interior angle of $172^{\circ}58'36''$ to the right run in a northeasterly direction a distance of 174.33 feet to a point; thence with an interior angle of $96^{\circ}00'23''$ to the right run in a northwesterly direction a distance of 178.87 feet to a point; thence with an interior angle of $215^{\circ}56'01''$ to the right run in a northwesterly direction a distance of 342.45 feet to a point; thence with an interior angle of $166^{\circ}31'54''$ to the right run in a northwesterly direction a distance of 308.45 feet to a point; thence with an interior angle of $171^{\circ}59'15''$ to the right run in a northwesterly direction a distance of 218.99 feet to a point; thence with an interior angle of $133^{\circ}54'53''$ to the right run in a westerly direction a distance of 168.19 feet to a point; thence with an interior angle of $150^{\circ}32'20''$ to the right run in a southwesterly direction a distance of 99.42 feet to a point; thence with an interior angle of $165^{\circ}41'11''$ to the right run in a southwesterly direction a distance of 1090.35 feet to a point; thence with an interior angle of $185^{\circ}39'05''$ to the right run in a southwesterly direction a distance of 503.75 feet to a point; thence with an interior angle of $204^{\circ}47'14''$ to the right run in a southwesterly direction a distance of 305.13 feet to a point; thence with an interior angle of $161^{\circ}02'37''$ to the right run in a southwesterly direction a distance 198.26 feet to a point; thence with an interior angle of $136^{\circ}05'49''$ to the right run in a southwesterly direction a distance of 173.15 feet to a point; thence with an interior angle of $215^{\circ}13'22''$ to the right run in a southwesterly direction a

distance of 169.98 feet to a point; thence with an interior angle of 173°30'45" to the right run in a southwesterly direction a distance of 641.02 feet to a point; thence with an interior angle of 221°02'02" to the right run in a westerly direction a distance of 548.59 feet to a point; thence with an interior angle of 151°23'14" to the right run in a southwesterly direction a distance of 55.83 feet to a point; thence with an interior angle of 221°11'14" to the right run in a northwesterly direction a distance of 452.84 feet to a point; thence with an interior angle of 180°56'49" to the right run in a northwesterly direction a distance of 207.30 feet to a point; thence with an interior angle of 159°19'19" to the right run in a southwesterly direction a distance of 55.95 feet to a point; thence with an interior angle of 175°06'04" to the right run a southwesterly direction a distance of 215.06 feet to a point; thence with an interior angle of 129°57'00" to the right run in a southwesterly direction a distance 65.85 feet to a point; thence with an interior angle of 154°05'02" to the right run in a southerly direction a distance of 89.15 feet to a point; thence with an interior angle of 179°58'30" to the right run in a southeasterly direction a distance of 739.24 feet to a point; thence with an interior angle of 170°29'22" to the right run in a southeasterly direction a distance of 425.53 feet to a point; thence with an interior angle of 251°07'20" to the right run in a southwesterly direction a distance of 123.59 feet to a point; thence with an interior angle of 253°57'03" to the right run in a northwesterly direction a distance of 363.10 feet to a point; thence with an interior angle of 156°12'51" to the right run in a northwesterly direction a distance of 143.28 feet to a point; thence with an interior angle of 184°37'42" to the right run in a northwesterly direction a distance of 216.41 feet to a point; thence with an interior angle of 128°36'14" to the right run in a southwesterly direction a distance of 54.27 feet to a point; thence with an interior angle of 221°37'17" to the right run in a northwesterly direction a distance of 457.6 feet to a point; thence with an interior angle of 160°00'46" to the right run in a westerly direction a distance of 81.19 feet to a point; thence with an interior angle of 114°12'19" to the right run in a southwesterly direction a distance of 74.43 feet to a point; thence with an interior angle of 157°29'59" to the right run in a southerly direction a distance of 172.8 feet to a point; thence with an interior angle of 196°24'45" to the right run in a southwesterly direction a distance of 494.37 feet to a point; thence with an interior angle of 185°26'45" to the right run in a southwesterly direction a distance of 634.87 feet to a point; thence with an interior angle of 266°29'15" to the right run in a northwesterly direction a distance of 210.02 feet to the point of beginning.

Inst # 1996-42692

12/31/1996-42692
08:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
051 SNA 14384.50