Loan ID: 0400002849

THIS INSTRUMENT PREPARED BY

(NAME) ALIANT BANK

P O BOX 1237, ALEXANDER CITY, AL 35011-1217 (ADDRESS)

STATE OF ALABAMA COUNTY OF SHELBY

#### WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage". This document, which is dated

APRIL 29th , 1999

, will be called the "Mortgage"

(B) "Borrower".

WILLIAM F. SPRATLIN, JENNY Y SPRATLIN, Husband and Wife

will sometimes be called "Borrower" and sometimes simply "I".

(C) "Lendor" ALIANT BANK

will be called "Lender". Lender is a corporation which was formed and which exists under the laws of the State of Alabama. Lender's address is P O BOX 1237, ALEXANDER CITY, AL 35011-1237

APRIL 29, 1999 (D) "Note". The note signed by Borrower and dated

as such may hereafter be renewed.

extended or modified, will be called the "Note". The Note shows that I owe Lender

TWO HUNDRED THOUSAND AND NO/100

dollars, plus interest, which I have promised to pay in payments of principal and interest for 1825 days , or such later date to which maturity may be extended (if not with a final payment due on APRIL 27, 2004 more than 20 years from the date hereof). The final payment may be a balloon payment which may be refinanced from time to time.

(E) "Property". The property that is described below in the section titled "Description Of The Property", will be called the "Property"

#### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender those rights to protect Lander from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property:

(C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 7 below;

(D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another toan from Lender or my guaranty of a loan to someone else by Lender, sometimes referred to as "Other Dehts"; and

(E) Keep all of my other promises and agreements under this Mortgage.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

# LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If I fail to keep any of the promises and agreements made in this Mortgage, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This

requirement will be called "Immediate Payment in Full". If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by

Lender, for credit against the balance due from Borrower. Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The lender or auctioneer shall have the power and authority to convey all of my rights in the Property to the buyer at the public auction, and use the money received to pay the following amounts.

(1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;

(2) all amounts that I owe Lender under the Note and under this Mortgage; and

(3) any surplus, that amount remaining after paying (1) and (2), will be paid to the horrower or as may be required by law

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note.

The Lender may buy the Property or any part or interest in the Property at the public auction. If the Lender buys the Property, the auctioneer will make the deed in the name of the Borrower.

#### DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (I) below:

(A) The property which is located at 174 ACRES HIDDEN RIDGE, CHELSEA, AL 35043

SHELBY

County in the State of

ΑL

It has the

This property is infollowing legal description:

See Attached Exhibit "A"

05/10/1999-19471 09:44 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 326.00 008 #ET

CLAYTON T. SWEEKY, ATTORNEY AT LAW

(If the property is a condominium, the following must be completed:) This property is part of a condominium project known as

(called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project.

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in paragraph (A) of this section:

- (E) All mineral, oil and gas rights and profit, water rights and water stock that are part of the property described in paragraph (A) of this section.
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future, and
- (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section

# BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property. (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

# 1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

will promptly pay to Lender whee due; principal and interest under the Note; late charges and prepayment charges as stated in the Note principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage and all Other Debts.

#### 2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay interest then due under the Note; and

(B) Next, to late charges, if any; and

- (C) Next, to lenders costs and expenses, if any; and
- (D) Next, to pay principal then due under the Note

# 3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them, (in this Mortgage, the word "person means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien it: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

## Condominium Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

# 4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

t will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a 'standard mortgage clause to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender, Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender may see fit

If any proceeds are used to reduce the amount of principal which I owe to Lender, under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those

delays or changes. If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage

(B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied, and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B)(I) will not apply.

(II) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property, I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the

amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note

Loan ID: 0400002849

# BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINUME

(A) Agreements about Maintaing the Property and Keeping Premiess in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(2) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lander notice and obtained Lander's consent in writing. Those actions are:

(a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law:

(b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project

# LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly effect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation,or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorneys fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this Promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender, However, Lander and I may agree in writing to terms of payment that are different from those in this paragraph

Although Lender may take action under this Paragraph 5, Lender does not have to do so.

# AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may sek Lander to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note

LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY 8.

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Pyament in Full

## CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of princip and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lander specifically releases me in writing from my obligations. Lander may allow those delays or changes for a person who takes over my rights and obligations, even if Lander is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

#### CONTINUATION OF LENDER'S RIGHTS 10.

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or tions against the Proprety. Lender will still have the right to demand that I make immediate Payment in Full of the amount that I owe to Lender under the Noe and under this Mortgage.

LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMENTS **CONCERNING CAPTIONS** 

Each of Lender's rights under this Mortgage is separate, Lender may exercise and enforce one or more of those rights, as well as any of Lander's other rights under the law, one at a time or all at once.

If more than one person signs this Morigage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lander's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is eigning this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage

#### LAW THAT GOVERNS THIS MORTGAGE 12.

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law, can be separated from the remaining terms, and the remaining terms will still be enforced.

By signing this Mortgage I agree	e to all of the above.
Minist J	with
WILLIAM F. SPRATE	eratlin
JENNY & STRAIT	eraceur
ву:	
lta:	

STATE OF ALABAMA	)	i i	
COUNTY OF	)	· · · · · · · · · · · · · · · · · · ·	
		, a Notary Public in and for said County, in said State, hereby certify	
i,		•	
that		whom name(s)	
signed to the foregoing conveyance, and who of the contents of this conveyance,		tenown to the, acknowledged before me on this day that, being informed executed the same voluntarily on the day the same bears date.	
My commission expires:		Notary Public	
of WILLIAM F. SPRA and who is known to me, at as such	secured before me on this day the	a Notary Public in and for said County, in said State, hereby certify, whose name as is signed to the foregoing conveyance, being informed of the contents of such conveyance, he/she is the same voluntarity for and so the sot of said entity day of APRIL 1999	
My commission expires:	5-25-55	Notary Public	

#### ENVIRONMENTAL RIDER

#### ENVIRONMENTAL AND COMPLIANCE MATTERS. Borrower represents, warrants and covenants as follows:

(a) No Hazardous Materials (hereinefter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, area formaldehyde foam insulation, flammable explosives, radioactive staterials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980

("CERCLA") 142 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act 149 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Sections 6901, et seq.), the Clean Water Act 133 U.S.C. Sections 1251, et seq.), the Clean Air Act 142 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act 115 U.S.C. Sections 2601, et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect:

- (b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property
- (c) All of the Mortgaged Property compties and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders:
- (d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property:
- (c) The Borrower promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Borrower represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990, ("ADA") (42 U.S.C. Sections I 2101, et seq.) and the Rehabilitation Act of 1973 ("Rehabilitation Act") 129 U.S.C. Sections 749, et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto.
- (f) Borrower shall give immediate oral and written notice to Lander of its receipt of any notice of a violation of any law, rule or regulation covered by this Rider, or of any notice of other claim relating to the environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Borrower agrees to and does hereby indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Rider, (ii) Borrower's failure to perform any obligations of this Rider, (iii) Borrower's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, with the ADA or the Rehabilitation Act, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences. However, this indemnification shall not apply to any new Hazardous Materials first stored, generated or placed on the Mortgaged Property after the acquisition of title to the Mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full.

INSPECTION RIGHTS AND BASEMENTS. In addition to other inspection rights of Lender, the Borrower shall and hereby does grant and convey to the Lender, its agents, representatives, contractors, and employees, to be exercised by Lender following an Event of Default hereunder or under any of the other Loan Documents, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein "Inspections" I, as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to the Lender shall have no obligation to perform any such Inspections, or to take any remedial action. All the costs and expenses incurred by the Lender with respect to any Inspections which the Lender may conduct or take pursuant to this Rider, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Borrower, with interest, and shall be secured by this Mortgage and the other Loan Documents.

WILLIAM F. SPANILIN

Date

LOAN ID:

0400002849

JENNY SERVULIN U

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# EXHIBIT "A" William F. Spratlin

Parcel I

SE 1/4 of NE 1/4; NE 1/4 of SE 1/4, Section 25, Township 20 South, Range 2 West, Shelby County, Alabama.

Mineral and mining rights excepted.

Parcel II

West 25 acres of NE 1/4 of NE 1/4, Section 25, Township 20 South, Range 2 West, Shelby County, Alabama.

Parcel III

South 1/2 of NW 1/4; North 1/2 of SW 1/4 of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama.

LESS AND EXCEPT the following described parcel:

A parcel of land situated in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 2 West and also in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at crimped iron found at the SE corner of the NE 1/4 of the SE 1/4 of said Section 25; thence run West along the South line of said 1/4 1/4 Section for a distance of 289.44 feet to a point; thence turn an angle to the right of 87 deg. 03 min. 57 sec. and run in a Northerly direction for a distance of 838.42 feet to the point of beginning; thence continue along last stated course for a distance of 882.48 feet to a point on the center line of a road; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in an Easterly direction along the centerline of said road for a distance of 599.97 feet to a point on a curve to the right having a central angle of 43 deg. 48 min. 38 sec. and a radius of 350.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said road for a distance of 267.62 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said road for a distance of 208.26 feet to a point on a curve to the left having a central angle of 27 deg. 53 min. 47 sec. and a radius of 175.00 feet; thence run in a Southeasterly direction along the centerline of said road for a distance of 85.20 feet to a point; thence turn an angle to the left from the radius of last stated curve of 15 deg. 54 min. 51 sec. and run in a Southerly direction for a distance of 598.87 feet to a point; thence turn an angle to the right of 80 deg. 00 min. 00 sec. and run in a Westerly direction for a distance of 1055.72 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described property:

A parcel of land situated in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 25,

Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at a crimped iron found at the SW corner of the NE 1/4 of the SE 1/4 of said -Section 25; thence run North along the West line of said 1/4 1/4 Section for a distance of 838.16 feet to the point of beginning; thence continue along last stated course for a distance of 1048.42 feet to a point on the centerline of a road; thence turn an angle to the right of 105 deg. 53 min. 39 sec. and run in a Southeasterly direction along the centerline of said road for a distance of 35.15 feet to a point on a curve to the right having a central angle of 30 deg. 45 min. 16 sec. and a radius of 415.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said road for a distance of 222.76 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along the centerline of said road for a distance of 76.50 feet to a point on a curve to the left having a central angle of 47 deg. 14 min. 08 sec. and a radius of 114.35 feet; thence run in a Southeasterly direction along the arc of said curve and also the centerline of said road for a distance of 94.27 feet to a point; thence run tangent to last stated curve in an Easterly direction along the centerline of said road for a distance of 666.56 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Southerly direction for a distance of 829.35 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Westerly direction for a distance of 1033.84 feet to the point of beginning; being situated in Shelby County, Alabama.

## LESS AND EXCEPT:

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at a crimped iron found at the SE corner of said 1/4 1/4 Section; thence run West along the South line of said 1/4 1/4 Section for a distance of 289.44 feet to the point of beginning; thence continue along last stated course for a distance of 1043.79 feet to the SW corner of said 1/4 1/4 Section; thence turn an angle to the right of 87 deg. 39 min. 10 sec. and run in a Northerly direction along the West line of said 1/4 1/4 Section for a distance of 838.16 feet to a point; thence turn an angle to the right of 89 deg. 24 min. 47 sec. and run in a Easterly direction for a distance of 1033.84 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Southerly direction for a distance of 891.55 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following property:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 30, Township 20 South, Range 1 West, and also in the NE 1/4 of the SE 1/4 of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at a crimped iron found at the SW corner of the NW 1/4 of the SW 1/4 of said Section 30; thence run East along the South line of said Section 30 for a distance of 776.66 feet to a point; thence turn an angle to the left of 89 deg. 47 min. 49 sec. and run in a Northerly direction for a distance of 850.48 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. run in a Westerly direction for a distance of 1065.72 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Southerly direction for a distance of 838.42 feet to a point on the South line of the NE 1/4 of the SE 1/4 of said Section 25; thence turn an angle to the left of 87 deg. 03 min. 57 sec. and run in a Easterly direction along said 1/4 1/4 Section for a distance of 289.44 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following property:

A parcel of land situated in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 2 West, and the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found locally excepted to be the NE corner of the SE 1/4 of the NE 1/4 of said Section 25; thence run in a Westerly direction along the North line of said 1/4 1/4 Section for a distance of 408.51 feet to a point; thence turn an angle to the left of 92 deg. 41 min. 47 sec. and run in a Southeasterly direction for a distance of 969.15 feet to a point on the centerline of a road; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Northeasterly direction along the centerline of said road for a distance of 698.68 feet to a point on a curve to the right having a central angle of 14 deg. 43 min. 30 sec. and a radius of 350.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along the centerline of said road for a distance of 89.95 feet to a point; thence run radial to last stated curve in a Northeasterly direction for a distance of 985.15 feet to a point on the North line of the SW 1/4 of the NW 1/4 of said Section 30; thence turn an angle to the left of 103 deg. 56 min. 26 sec. and run in a Westerly direction along the North line of said 1/4 1/4 Section for a distance of 630.05 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1999-19471

05/10/1999-19471 09:44 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 008 HEL 326.00