

This instrument was prepared by FIRST NATIONAL AMERICA'S..... (name)  
BANK..... PO. BOX 349..... CHILDERSBURG, AL 35044..... (address).

Inst # 1999-20096

05/12/1999-20096  
02:08 PM CERTIFIED  
JULY COUNTY JUDGE OF PROBATE  
1758.40

State of Alabama

Space Above This Line For Recording Data

## MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 5/11/99..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

MONTA STANDRIDGE  
EMMA B. STANDRIDGE  
59 WOODSIDE STREET  
CHILDERSBURG AL 35044

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

FIRST NATIONAL AMERICA'S BANK  
ITS SUCCESSORS AND ASSIGNS  
P. O. BOX 630  
SYLACAUGA, AL 35150

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:  
SEE ATTACHED EXHIBIT "A"

The property is located in.....SHELBY..... at.....  
(County)  
....., Alabama.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 1,156,520.64..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys, sells and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument. Mortgagor agrees that this assignment is effective as to third parties on the recording of this Mortgage, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied and all underlying agreements are ended, and that this assignment is enforceable when Lender takes actual possession of the Property, when a receiver is appointed, or when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium,

time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or



postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
    - ☐ Condominium Rider    ☐ Planned Unit Development Rider    ☐ Other .....
  - ☐ **Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 (Signature) MONTA STANDRIDGE (Date) (Seal)  (Signature) EMMA B. STANDRIDGE (Date) (Seal)

(Witness as to all signatures)

(Witness as to all signatures)

**ACKNOWLEDGMENT:**

STATE OF Alabama, COUNTY OF TALLADEGA ss.

I, a notary public, hereby certify that  
(Individual) MONTA STANDRIDGE AND WIFE, EMMA B. STANDRIDGE Name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this  
.....11..... day of .....MAY.....1999.....

My commission expires: 8-13-2002  
(Seal)

  
(Notary Public)

EXHIBIT "A"

Parcel No. 1: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, said point also being the Southwest corner of Section 1, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 03 degrees 31 minutes 42 seconds East along the West boundary of said Section 1 for a distance of 1315.23 feet to a 1" open top pipe in place being the Northwest corner of the Southwest one-fourth of the Southwest one-fourth of said Section 1; thence proceed South 87 degrees 58 minutes 10 seconds East along the North boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 1274.86 feet to the Northeast corner of said Southwest one-fourth of the Southwest one-fourth of said Section 1; thence proceed South 02 degrees 35 minutes 44 seconds West along the East boundary of said quarter-quarter section for a distance of 657.64 feet; thence proceed South 88 degrees 08 minutes 33 seconds East along the North boundary of the South one-half of the Southeast one-fourth of the Southwest one-fourth of said Section 1 for a distance of 1384.84 feet to a 1" pipe in place; thence proceed South 01 degrees 42 minutes 22 seconds West along the East boundary of the Southeast one-fourth of the Southwest one-fourth for a distance of 661.37 feet to a 2" open top pipe in place being the Southeast corner of the Southeast one-fourth of the South-west one-fourth of said Section 1; thence proceed South 87 degrees 55 minutes 42 seconds East along the North boundary of the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, for a distance of 1302.87 feet to its point of intersection with the Northerly right-of-way of Shelby County Road No. 60; thence proceed South 32 degrees 39 minutes 10 seconds West along the Northerly right-of-way of said road for a distance of 805.63 feet; thence proceed South 35 degrees 49 minutes 14 seconds West along the Northerly right-of-way of said road for a distance of 241.59 feet; thence proceed South 52 degrees 26 minutes 18 seconds West along the Northerly right-of-way of said road for a distance of 239.02 feet; thence proceed South 75 degrees 39 minutes 17 seconds West along the Northerly right-of-way of said road for a distance of 275.17 feet; thence proceed South 88 degrees 49 minutes 19 seconds West along the Northerly right-of-way of said road for a distance of 229.02 feet; thence proceed North 87 degrees 13 minutes 12 seconds West along the Northerly right-of-way of said road for a distance of 925.52 feet; thence proceed North 07 degrees 17 minutes 39 seconds East for a distance of 252.02 feet; thence proceed North 80 degrees 11 minutes 49 seconds West for a distance of 63.85 feet; thence proceed North 11 degrees 33 minutes 48 seconds East for a distance of 159.27 feet; thence proceed North 81 degrees 08 minutes 31 seconds West for a distance of 242.28 feet; thence proceed North 01 degrees 51 minutes 05 seconds East for a distance of 223.50 feet; thence proceed South 87 degrees 32 minutes 06 seconds West for a distance of 196.24 feet; thence proceed South 01 degrees 58 minutes 35 seconds West for a distance of 639.28 feet to a point on the North boundary of the aforementioned Shelby County Road No. 60; thence proceed North 84 degrees 42 minutes 42 seconds West along the North boundary of said road for a distance of 167.69 feet; thence proceed North 21 degrees 41 minutes 35 seconds West for a distance of 86.75 feet; thence proceed North 65 degrees 30 minutes 16 seconds West for a distance of 116.22 feet; thence proceed North 82 degrees 56 minutes 58

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seconds West for a distance of 127.77 feet; thence proceed South 11 degrees 31 minutes 55 seconds West for a distance of 113.37 feet to a point on the North right-of-way of said road; thence proceed North 82 degrees 33 minutes 25 seconds West along the North right-of-way of said road for a distance of 950.42 feet to its point of intersection with the West boundary of the Northwest one-fourth of the Northwest one-fourth of Section 12, Township 19 South, Range 2 East; thence proceed North 02 degrees 35 minutes 44 seconds East along the West boundary of said Northwest one-fourth of the Northwest one-fourth of said Section 12 for a distance of 988.40 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth and the Southeast one-fourth of the Southwest one-fourth of Section 1, Township 19 South, Range 2 East and the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, and the Northwest one-fourth of the Northeast one-fourth of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama, and contains 145.91 acres, more or less, according to the survey of Ray and Gilliland, P.C., dated August 27, 1998 and revised on September 16, 1998.

Parcel No. 2: Commence at a 2" open top pipe in place accepted as the Northwest corner of Section 12, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed South 02 degrees 35 minutes 44 seconds West along the West boundary of said Section 12 for a distance of 1068.63 feet to a point on the South boundary of Shelby County Road No. 60, said point being the POINT OF BEGINNING. From this beginning point continue South 02 degrees 35 minutes 44 seconds West along the West boundary of said Section 12 for a distance of 2863.93 feet to a 1/2 inch rebar in place accepted as the Southwest corner of the Northwest one-fourth of the Southwest one-fourth of said Section 12; thence proceed South 86 degrees 10 minutes 25 seconds East along the South boundary of said quarter-quarter section for a distance of 1296.51 feet to a fence post in place being the Northwest corner of the Southeast one-fourth of the Southwest one-fourth of said section; thence proceed South 02 degrees 35 minutes 44 seconds West along the West boundary of said Southeast one-fourth of the Southwest one-fourth of said section for a distance of 1247.55 feet to the Southwest corner of said Southeast one-fourth of the Southwest one-fourth; thence proceed South 85 degrees 09 minutes 07 seconds East along the South boundary of said Southeast one-fourth of the Southwest one-fourth for a distance of 1400.89 feet to a nail in pine stump; thence proceed South 03 degrees 45 minutes 16 seconds West along the accepted West boundary of said Northwest one-fourth of the Northeast one-fourth of Section 13 for a distance of 975.43 feet to its point of intersection with the Northerly right-of-way of the Seaboard Coastline Railroad; thence proceed Northeasterly along the Northerly right-of-way of said railroad for a chord bearing and distance of North 49 degrees 00 minutes 06 seconds East 1653.69 feet; thence proceed North 49 degrees 00 minutes 06 seconds East along the Northerly right-of-way of said railroad for a distance of 294.40 feet; thence proceed North 76 degrees 52 minutes 20 seconds East along the Northerly right-of-way of said railroad for a distance of 1636.21 feet to its point of intersection with the Westerly bank of the Coosa River; thence proceed Northerly along the meandering Westerly bank of said river for a chord bearing and distance of North 08 degrees 36 minutes 15 seconds East 1921.17 feet to its point of intersection with the East

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boundary of the Northeast one-fourth of the Southeast one-fourth of said Section 12; thence proceed North 02 degrees 35 minutes 44 seconds East along the East boundary of said Northeast one-fourth of the Southeast one-fourth of said Section 12 for a distance of 205.86 feet to a 1/2 inch rebar being the Southeast corner of the Southeast one-fourth of the Northeast one-fourth; thence proceed North 87 degrees 34 minutes 22 seconds West along the South boundary of said Southeast one-fourth of the Northeast one-fourth of said Section 12 for a distance of 1339.52 feet to a 2 inch open top pipe; thence proceed North 03 degrees 01 minutes 23 seconds East along the East boundary of the Southwest one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 12 for a distance of 2581.11 feet to its point of intersection with the Southerly right-of-way of the aforementioned Shelby County Road No. 60; thence proceed South 32 degrees 38 minutes 58 seconds West along the Southerly right-of-way of said road for a distance of 761.42 feet; thence proceed South 35 degrees 49 minutes 14 seconds West along the Southerly right-of-way of said road for a distance of 250.44 feet; thence proceed South 52 degrees 26 minutes 47 seconds West along the Southerly right-of-way of said road for a distance of 270.30 feet; thence proceed South 75 degrees 32 minutes 29 seconds West along the Southerly right-of-way of said road for a distance of 304.08 feet; thence proceed South 88 degrees 50 minutes 09 seconds West along the Southerly right-of-way of said road for a distance of 237.19 feet; thence proceed North 88 degrees 08 minutes 42 seconds West along the Southerly right-of-way of said road for a distance of 254.31 feet; thence proceed South 08 degrees 59 minutes 56 seconds East for a distance of 674.58 feet; thence proceed South 77 degrees 42 minutes 41 seconds West for a distance of 1446.29 feet; thence proceed North 01 degrees 58 minutes 23 seconds West for a distance of 1062.86 feet to a point on the Southerly right-of-way of said Shelby County Road No. 60; thence proceed North 83 degrees 24 minutes 39 seconds West along the Southerly right-of-way of said Shelby County Road 60 for a distance of 184.66 feet; thence proceed North 82 degrees 33 minutes 37 seconds West said right-of-way for a distance of 1005.09 feet to the point of beginning.

The above described land is located in the Northwest one-fourth of the Northwest one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Southwest one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Southeast one-fourth, the Northwest one-fourth of the Southeast one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southwest one-fourth, the Southeast one-fourth of the Southwest one-fourth, the Southwest one-fourth of the Southeast one-fourth and the Southeast one-fourth of the Southeast one-fourth of Section 12, Township 19 South, Range 2 East and the Northwest one-fourth of the Northeast one-fourth of Section 13, Township 19 South, Range 2 East, Shelby County, Alabama, and contains 387.39 acres, more or less, according to the survey of Ray and Gilliland, P.C., dated August 27, 1998 and revised on September 16, 1998.

Parcel No. 3: The South one-half of the Southeast quarter, Section 35, Township 19 South, Range 2 East, Shelby County, Alabama.

EXECUTED FOR IDENTIFICATION PURPOSES;

  
MONTA STANDRIDGE

  
EMMA B. STANDRIDGE

Inst # 1999-20096

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SHELBY COUNTY JUDGE OF PROBATE  
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