

Inst # 2001-04129

02/06/2001-04129  
08:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 MMB 563.00

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This instrument was prepared by First National Bank of Omaha - 114, 11404 West Dodge Road, Omaha, Nebraska 68154

## MORTGAGE

**DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is October 6, 2000. The parties and their addresses are:

**MORTGAGOR:**

**OVER A BARREL, L.L.C.**  
an Alabama Corporation  
3221 Stoningham Dr.  
Birmingham, Alabama 35223

**LENDER:**

**FIRST NATIONAL BANK OF OMAHA**  
Organized and existing under the laws of the United States of America  
1620 Dodge Street  
Omaha, Nebraska 68102

**1. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts 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 "Exhibit A"

The Property is located in County at 6122 HWY 49, Columbiana, Alabama 35051.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers 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 (all referred to as Property). When the Secured Debts are paid in full and all underlying agreements have been terminated, this Security Instrument will become null and void. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

**2. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time will not exceed \$350,000.00. 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.

**3. SECURED DEBTS.** This Security Instrument will secure the following Secured Debts:

**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 2000060608-1, dated October 6, 2000, from Mortgagor to Lender, in the amount of \$350,000.00 with an initial interest rate of 8.5 percent per year maturing on October 6, 2005.

**B. All Debts.** All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a

**C. Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**5. 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.

**A. To make all payments when due and to perform or comply with all covenants.**

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. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debts to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

**A. A beneficial interest in Mortgagor is sold or transferred.**

C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

**10. WARRANTIES AND REPRESENTATIONS.** Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

**B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.

**11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will 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 will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Over A Barrel, L.L.C.  
Alabama Mortgage



to perform for Mortgagor will 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.

**13. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all:

**A.** Existing or future leases, subleases, licenses, guaranties 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).

**B.** Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

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. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent.

Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected will be applied at Lender's discretion to payments on the Secured Debts as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. This assignment will remain effective during any redemption period until the Secured Debts are satisfied. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording, however, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may opt to enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

**14. DEFAULT.** Mortgagor will be in default if any of the following occur:

**A. Payments.** Mortgagor fails to make a payment in full when due.

**B. Insolvency.** Mortgagor makes an assignment for the benefit of creditors or becomes insolvent, either because Mortgagor's liabilities exceed Mortgagor's assets or Mortgagor is unable to pay Mortgagor's debts as they become due.

**C. Business Termination.** Any legal entity that has agreed to be obligated on the Secured Debts merges, dissolves, reorganizes, ends its business or existence, or a partner or majority stockholder dies or is declared incompetent.

**D. Failure of Condition or Term.** Mortgagor fails to pay, or perform any condition or to keep any promise or covenant on this or any debt or agreement Mortgagor has with Lender.

**E. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

**F. Judgment.** Mortgagor fails to pay or discharge a judgment against Mortgagor for the payment of money, unless within ten days of its entry the judgment is either satisfied or a stay of enforcement is granted pending appeal.

**G. Forfeiture.** The Property is used in a manner or for a purpose which threatens confiscation by a legal authority.

**H. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

**I. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property.

**J. Material Change.** Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

**K. Other Instruments.** A default occurs under the terms of any instrument evidencing or pertaining to the Secured Debts.

**L. Insecurity.** Anything else happens that causes Lender to reasonably believe that Lender will have difficulty collecting the amount owed under the terms of the Secured Debts or significantly impairs the value of the Property.

**15. REMEDIES.** Lender may use any and all remedies Lender has under state or federal law or in any instrument evidencing or pertaining to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of a default or anytime thereafter.

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 Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By choosing any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or happens again.

If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will 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 will apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure.

**16. REDEMPTION.** The period of redemption after sale on foreclosure will be one year. Any agreement to extend the redemption period must be in writing.

**17. COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debts as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**18. 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), 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 substance," "hazardous waste," "hazardous substance," or "regulated 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 has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.**

**B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.**

**C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.**

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

**G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.**







## **EXHIBIT "A"**

A tract of land situated in the East ½ of the NE ¼ of Section 13, Township 20 South, Range 1 West, and in the West ½ of the NW ¼ of Section 18, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows:

Commencing at the Northeast Corner of Section 13, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 0 degrees 33 minutes 38 seconds West, a distance of 397.74 feet for the POINT OF BEGINNING; thence South 65 degrees 04 minutes 33 seconds West, a distance of 756.86 feet to the Northeasterly Right of Way Line of Shelby County No. 49; thence North 21 degrees 40 minutes 10 seconds West along said road right of way line, a distance of 77.70 feet; thence North 30 degrees 09 minutes 01 second West along said road right of way line a distance of 104.58 feet; thence North 40 degrees 39 minutes 44 seconds West along said road right of way line a distance of 133.83 feet; thence North 48 degrees 53 minutes 17 seconds West along said road right of way line a distance of 63.95 feet; thence North 9 degrees 20 minutes 21 seconds West, a distance of 300.49 feet; thence North 66 degrees 38 minutes 35 seconds East, a distance of 51.79 feet; thence North 77 degrees 46 minutes 35 seconds East, a distance of 190.05 feet; thence North 74 degrees 20 minutes 35 seconds East, a distance of 87.75 feet; thence North 67 degrees 06 minutes 35 seconds East, a distance of 123.89 feet; thence South 3 degrees 38 minutes 29 seconds East, a distance of 33.83 feet; thence North 68 degrees 05 minutes 20 seconds East, a distance of 52.46 feet; thence North 79 degrees 13 minutes 17 seconds East, a distance of 35.32 feet; thence South 87 degrees 30 minutes 23 seconds East, a distance of 222.32 feet; thence South 77 degrees 52 minutes 19 seconds East, a distance of 52.10 feet; thence South 70 degrees 23 minutes 39 seconds East, a distance of 159.23 feet; thence South 51 degrees 49 minutes 26 seconds East, a distance of 70.24 feet; thence North 38 degrees 11 minutes 07 seconds East, a distance of 15.00 feet; thence South 51 degrees 48 minutes 21 seconds East, a distance of 120.61 feet; thence South 26 degrees 05 minutes 58 seconds East, a distance of 99.84 feet; thence South 44 degrees 12 minutes 48 seconds East, a distance of 74.54 feet; thence South 74 degrees 25 minutes 53 seconds East, a distance of 99.30 feet; thence South 64 degrees 31 minutes 25 seconds East, a distance of



16.65 feet; thence South 77 degrees 00 minutes 03 seconds East, a distance of 25.22 feet; thence North 78 degrees 40 minutes 47 seconds East, a distance of 42.50 feet; thence North 57 degrees 28 minutes 47 seconds East, a distance of 32.10 feet; thence North 29 degrees 12 minutes 02 seconds East, a distance of 24.90 feet; thence North 43 degrees 34 minutes 41 seconds East, a distance of 29.31 feet to the centerline of Yellowleaf Creek ; thence South 32 degrees 03 minutes 21 seconds East along said creek a distance of 33.49 feet; thence South 20 degrees 27 minutes 46 seconds East along said creek a distance of 81.97 feet; thence South 25 degrees 22 minutes 57 seconds West along said creek a distance of 51.03 feet; thence South 18 degrees 00 minutes 19 seconds West along said creek a distance of 226.57 feet; thence South 3 degrees 02 minutes 39 seconds West along said creek a distance of 78.28 feet; thence South 53 degrees 19 minutes 35 seconds East along the center of creek a distance of 26.23 feet; thence South 84 degrees 57 minutes 47 seconds East along the center of creek a distance of 49.78 feet; thence South 49 degrees 00 minutes 40 seconds East along the center of creek a distance of 48.25 feet; thence South 2 degrees 26 minutes 08 seconds West along the center of creek a distance of 53.44 feet; thence South 34 degrees 19 minutes 53 seconds East along the center of creek a distance of 115.52 feet; thence South 0 degrees 43 minutes 42 seconds East along the center of creek a distance of 77.88 feet; thence South 4 degrees 21 minutes 08 seconds East along the center of creek a distance of 322.28 feet; thence South 4 degrees 12 minutes 34 seconds East along the center of creek a distance of 63.44 feet; thence South 54 degrees 26 minutes 29 seconds West along the



center of creek a distance of 24.01 feet; thence North 83 degrees 19 minutes 41 seconds West along the center of creek a distance of 38.40 feet; thence North 29 degrees 13 minutes 50 seconds West along the center of creek a distance of 31.78 feet; thence North 15 degrees 23 minutes 16 seconds West along the center of creek a distance of 56.00 feet; thence North 36 degrees 40 minutes 28 seconds West along the center of creek a distance of 40.60 feet; thence North 78 degrees 49 minutes 25 seconds West along the center of creek a distance of 29.55 feet; thence South 56 degrees 57 minutes 49 seconds West along the center of creek a distance of 23.62 feet; thence South 42 degrees 06 minutes 41 seconds West along the center of creek a distance of 70.07 feet; thence North 83 degrees 36 minutes 40 seconds West along the center of creek a distance of 104.72 feet; thence South 84 degrees 28 minutes 00 seconds West along the center of creek a distance of 75.97 feet; thence South 37 degrees 24 minutes 30 seconds West along the center of creek a distance of 43.88 feet; thence South 30 degrees 45 minutes 42 seconds West along the center of creek a distance of 63.31 feet; thence South 14 degrees 27 minutes 12 seconds West along the center of creek a distance of 65.45 feet; thence South 0 degrees 18 minutes 06 seconds East along the center of creek a distance of 70.20 feet; thence South 15 degrees 01 minute 57 seconds East along the center of creek a distance of 141.15 feet; thence South 11 degrees 39 minutes 37 seconds East along the center of creek a distance of 103.59 feet; thence South 16 degrees 55 minutes 03 seconds West along the center of creek a distance of 32.65 feet; thence South 38 degrees 19 minutes 58 seconds West along the center of creek a distance of 34.83 feet; thence South 50 degrees 32 minutes 35 seconds West along the center of creek a distance of 23.06 feet; thence South 87 degrees 15 minutes 22 seconds West along the center of creek a distance of 188.80 feet; thence North 66 degrees 49 minutes 44 seconds West along the center of creek a distance of 33.65 feet; thence North 42 degrees 32 minutes 22 seconds West along the center of creek a distance of 25.72 feet; thence North 32 degrees 34 minutes 36 seconds West along the center of creek a distance of 34.60 feet; thence North 18 degrees 16 minutes 05 seconds West along the center of creek a distance of 59.72 feet; thence North 3 degrees 03 minutes 46 seconds West along the

center of creek a distance of 100.14 feet; thence North 27 degrees 25 minutes 06 seconds East along the center of creek a distance of 125.23 feet; thence North 23 degrees 08 minutes 10 seconds West along the center of creek a distance of 57.95 feet; thence North 38 degrees 39 minutes 15 seconds West along the center of creek a distance of 39.32 feet; thence North 13 degrees 48 minutes 12 seconds West along the center of creek a distance of 80.71 feet; thence North 29 degrees 25 minutes 20 seconds West along the center of creek a distance of 55.56 feet; thence North 56 degrees 21 minutes 45 seconds West along the center of creek a distance of 49.60 feet; thence North 53 degrees 21 minutes 42 seconds West along the center of creek a distance of 140.92 feet; thence North 79 degrees 43 minutes 25 seconds West along the center of creek a distance of 43.68 feet; thence South 52 degrees 25 minutes 15 seconds West along the center of creek a distance of 14.05 feet; thence South 42 degrees 34 minutes 04 seconds West along the center of creek a distance of 30.78 feet; thence South 6 degrees 25 minutes 20 seconds West along the center of creek a distance of 25.68 feet; thence South 7 degrees 20 minutes 45 seconds East along the center of creek a distance of 86.32 feet; thence South 20 degrees 07 minutes 32 seconds West along the center of creek a distance of 48.29 feet; thence South 87 degrees 16 minutes 54 seconds West along the center of creek a distance of 71.23 feet; thence North 66 degrees 51 minutes 56 seconds West along the center of creek a distance of 108.44 feet; thence North 71 degrees 50 minutes 03 seconds West along the center of creek a distance of 40.20 feet; thence North 89 degrees 02 minutes 12 seconds West along the center of creek a distance of 18.10 feet; thence South 62 degrees 42 minutes 10 seconds West along the center of creek a distance of 34.59 feet; thence South 17 degrees 54 minutes 41 seconds West along the center of creek a distance of 143.02 feet; thence South 60 degrees 23 minutes 40 seconds West along the center of creek a distance of 55.17 feet to the East Right of Way Line of Shelby County Road No. 49 thence North 9 degrees 19 minutes 00 seconds East along the said road right of way line for a distance of 313.93 feet; thence North 85 degrees 28 minutes 21 seconds East for a distance of 337.11 feet; thence South 83 degrees 47 minutes 31 seconds East for a distance of 333.75 feet; thence North 00 degrees 33 minutes 38 seconds East for a distance of 841.43 feet to the point of beginning

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