

THIS INSTRUMENT PREPARED BY:
Adam J. Sigman
Berkowitz, Lefkovits, Isom & Kushner, P.C.
1600 SouthTrust Tower
420 North 20th Street
Birmingham, Alabama 35203

Inst # 2001-23158
06/06/2001-23158
02:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
1024.55
012 MEL

STATE OF ALABAMA)
)
SHELBY COUNTY)

MORTGAGE

THIS INDENTURE, made as of the 6th day of June, 2001, by and between:

MORTGAGOR: **SHELBY SPRINGS, L.L.C.**
180 Applegate Circle
Pelham, Alabama 35124
Attention: Mr. Larry Clayton
(hereinafter referred to as "Mortgagor"), and

MORTGAGEE: **ASSET PRESERVATION, INC.,**
the Qualified Intermediary of
SHELBY SPRINGS STOCK FARM, INC.
in an Internal Revenue Code Section 1031 Exchange
pursuant to an Exchange Agreement dated June 6, 2001
4208 Douglas Boulevard, #300
Granite Bay, California 95746
Attention: Ms. Lisa Bartron
(hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS:

(a) The Mortgagor is justly indebted to Mortgagee in the principal sum of Six Hundred Fifty-Three Thousand Six Hundred Ninety-One and 20/100 Dollars (\$653,691.20) representing the unpaid portion of the purchase price of the hereinafter described real estate and certain improvements thereon, as evidenced by that certain Real Estate Mortgage Note (the "Note") of even date herewith, payable as provided therein, until November 15, 2001, when the entire balance of principal and earned interest shall become due and payable.

(b) Mortgagor desires to secure the prompt payment of the indebtedness evidenced by the Note, together with additional sums expended by Mortgagee under the provisions of this instrument.

(c) This Mortgage constitutes a First Mortgage (the "Mortgage") given to secure the above-described indebtedness.

NOW, THEREFORE, the undersigned Mortgagor, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extension or renewals of same, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, has bargained and sold and does hereby GRANT, BARGAIN, SELL and CONVEY and ASSIGN unto the Mortgagee, its successors and assigns, the following described land, real estate, buildings, improvements, and fixtures owned by the Mortgagor (hereinafter sometimes referred to as the "Mortgaged Property"), to-wit: *See Exhibit A attached hereto.*

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land described above, and all fixtures thereto;

TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor;

TOGETHER WITH all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or street;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Mortgagee, its successors and assigns forever, subject, however, to the terms and conditions herein:

AND the Mortgagor covenants and agrees with the Mortgagee as follows:

ARTICLE I

COVENANTS OF MORTGAGOR

1.01 WARRANTY OF TITLE: The Mortgagor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, except as reflected herein.

1.02 PERFORMANCE OF NOTE AND MORTGAGE: The Mortgagor will perform, observe and comply with all provisions hereof and of the Note secured hereby and will duly and punctually pay to the Mortgagee the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

1.03 COVENANT TO PAY TAXES, ETC.: The Mortgagor, from time to time when the same shall become due, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and licenses fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments".

1.04 CONDEMNATION: In the event that the Mortgaged Property or any part thereof, is taken under the power of eminent domain or by condemnation, the Mortgagee, its successors and assigns, shall as a matter of right be entitled to the entire proceeds of the award which is hereby assigned to the Mortgagee, its successors and assigns. Mortgagee may apply the same to payment of installments last due under said note. Mortgagee is authorized in the name of Mortgagor to execute and deliver valid acquittances thereof and to appeal from any such award.

1.05 INSPECTION: The Mortgagee or its duly authorized representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

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

1.07 PERFORMANCE BY MORTGAGEE OF DEFAULTS BY MORTGAGOR: If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, and the period applicable thereto within which Mortgagor may correct the same has expired (provided that in the event of an emergency or where in Mortgagee's reasonable judgment its rights or security hereunder would be impaired by delay, Mortgagee may act without notice or delay of any kind), then the Mortgagee, at its option may perform or observe the same, and all payments made for costs or incurred by the Mortgagee in connection therewith, shall be secured hereby and shall be upon demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the rate of ten percent (10.0%) per annum. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for

the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor, or any person in possession holding under the Mortgagor.

1.08 TRANSFER OF MORTGAGED PROPERTY: The Mortgagor shall not sell, assign, encumber or otherwise convey the Mortgaged Property or any part thereof, without obtaining the prior written consent of Mortgagee which shall not be unreasonably withheld, conditioned or delayed. Any such sale, transfer, conveyance or encumbrance made without Mortgagee's prior written consent shall be void.

1.09 LIENS: Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens.

ARTICLE II

EVENTS OF DEFAULT; REMEDIES OF MORTGAGEE

2.01 EVENT OF DEFAULT: The term "Event of Default", wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Mortgagor to pay when due any installments of principal or interest or any other sum owed with respect to the Mortgaged Property after ten (10) days written notice from Mortgagee;

(b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement contained in this Mortgage, in the Note, or in any other document executed by the Mortgagor relating to this Mortgage loan transaction within sixty (60) days after notice of default from Mortgagee;

(c) The filing by the Mortgagor of a voluntary petition in bankruptcy, or the Mortgagor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of all of any substantial part of the Mortgaged Property or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of credits or the admission in writing of its inability to pay its debts generally as they become due; or

(d) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the Mortgagor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Mortgagor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Mortgagor which appointment shall remain unvacated and unstayed for an aggregate for thirty (30) days (whether or not consecutive).

2.02 ACCELERATION OF MATURITY: If any Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon and all other obligations including the assignment of Rents and Leases, shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 RIGHT OF MORTGAGEE TO ENTER AND TAKE POSSESSION:

(a) If an Event of Default shall have occurred, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property; and if and to the extent permitted by law, the Mortgagee may enter and take possession of all the Mortgaged Property, and may exclude the Mortgagor and his agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in his name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay; (5) other proper charges upon the Mortgaged Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Mortgagee; shall apply the remainder of the moneys so received by the Mortgagee, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal and interest.

2.04 MORTGAGEE'S POWER OF ENFORCEMENT: If an Event of Default shall have occurred and be continuing, the Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as the Mortgagee shall deem most effectual for such purposes. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Mortgagee may determine.

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

2.06 APPLICATION OF FORECLOSURE PROCEEDS: The proceeds of any foreclosure sale pursuant to Paragraph 2.06 of Article II shall be applied as follows:

(a) First, to the reasonable expenses of making the sale including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the indebtedness hereby secured with interest to date of sale;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner.

2.07 MORTGAGEE'S OPTION ON FORECLOSURE: At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose the Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such

foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.08 SUITS TO PROTECT THE MORTGAGED PROPERTY: The Mortgagee shall have power: (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.

2.09 DELAY OR OMISSION-NO WAIVER: No delay or omission of the Mortgagee or of any holder of the note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

2.10 NO WAIVER OF ONE DEFAULT TO AFFECT ANOTHER, ETC.: No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Mortgagee: (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the note; (d) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the note or Mortgage; (e) consents to the granting of an easement thereon; or (f) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Mortgagee from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee shall the lien of this Mortgage be altered thereby.

2.11 REMEDIES CUMULATIVE: No right, power, or remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

MISCELLANEOUS

3.01 CONDITION: This Mortgage is given upon the condition that if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease and be void and Mortgage shall file a Release of this Mortgage.

3.02 SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES: Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of the Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.03 CAPTIONS: The captions of the articles, section subparagraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.04 INVALID PROVISIONS TO AFFECT NO OTHERS: In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.


3.05 GOVERNING LAW: This Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

3.06 NOTICES: All notices under this Mortgage shall be in writing, duly signed by the party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, or when deposited with a nationally recognized over night courier to the applicable address shown on the first page hereof, or to such other address as either party may from time to time provide by notice hereunder to the other.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the day and year first above written.

MORTGAGOR:

SHELBY SPRINGS, L.L.C.

By: 
Name: Larry Clayton
Its: Manager

MORTGAGEE:

ASSET PRESERVATION, INC.

By: _____
Name: _____
Its: _____

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **LARRY CLAYTON**, whose name as Manager of **SHELBY SPRINGS, L.L.C.**, an Alabama limited liability company, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he, in his capacity as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this the 5th day of June, 2001.

Don M. McNew
Notary Public
My Commission Expires: 2/9/2002

[NOTARIAL SEAL]

STATE OF _____)
)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **ASSET PRESERVATION, INC.**, a(n) _____ corporation, is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he/she, in his/her capacity as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of June, 2001.

Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

ACREAGE:

Commence at the NW Corner of the NE 1/4 of the NE 1/4 of Section 8 , Township 22 South, Range 1 West, Shelby County, Alabama ; thence S 00 deg-31'-48" E along the West line of said 1/4-1/4 a distance of 1103.70' to the POINT OF BEGINNING; thence continue along the last described course a distance of 2,569.64'; thence S 00 deg-15'-28" E a distance of 1350.44'; thence S 88 deg-44'-44" W a distance of 1,317.48'; thence N 00 deg-29'-39" W a distance of 1,349.83'; thence S 88 deg-44'-44" W a distance of 1,322.16'; thence S 01 deg-11'-44" W a distance of 1,136.61'; thence S 88 deg-43'-22" W a distance of 256.83'; thence N 84 deg-45'-12" W a distance of 385.95'; thence N 61 deg 43'-27" W a distance of 141.32'; N 56 deg-30'-07" E a distance of 146.99'; thence N 07 deg-50'-13" W a distance of 327.45' to a point lying on the Southerly R.O.W. line of Leary Drive (50' ROW) as recorded in Shelby Spring Farms , Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06 in the Office of the Judge of Probate, Shelby County, Alabama; thence N 80 deg-36'-43" E and along said right-of-way a distance of 47.34' to a point lying on the Easterly R.O.W. line of said Leary Drive; thence N 09 deg-23'-17" W and along said right-of-way a distance of 50.00'; thence continue Northerly along the last described course and leaving said right-of-way line a distance of 686.74'; thence N 70 deg-51'-12" W a distance of 200.06'; thence N 59 deg-41'-35" W a distance of 175.87'; thence N 71 deg-46'-02" W a distance of 173.73'; thence N 16 deg-13'-28" E a distance of 628.32'; thence N 78 deg-43'-59" E a distance of 3818.45' to the POINT OF BEGINNING.

Containing 167.9 acres more or less.

AND

PARCEL "E"

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 1, Township 22 South, Range 2 West and the Southwest Quarter of the Southwest Quarter of Section 6, and the Northwest Quarter of the Northwest Quarter of Section 7, Township 22 South, Range 1 West, being a part of the same land described in a Deed to Shelby Springs Stock Farm, Inc., recorded in Deed Book 207 at Page 305, of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

Beginning at a 2" pipe, found in a mound of rocks, at the Southeast corner of said Section 1; thence N 88°56'09" W, along the South line of Section 1, a distance of 1136.51 feet to the Southeast right-of-way of County Highway No. 42; thence N 61°46'52" E, along the Southeast right-of-way of County Highway No. 42, a distance of 915.37 feet to a concrete right-of-way marker, found; thence S 28°13'08" E, along the said right-of-way, a distance of 10.00 feet to the Northwest to a concrete right-of-way marker, found; thence N 61°46'52" E, along said right-of-way, a distance of 170.60 feet to a point; thence along a curve, to the right, in said right-of-way, having a radius of 904.95 feet and a chord bearing of N 89°39'45" E, and arc length of 880.74 feet to point; thence N 27°32'21" E, along said right-of-way, a distance of 10.00 feet to a point; thence along a curve, to the right, in said right-of-way, having a radius of 914.95 feet and a chord bearing of S 57°51'16" E, and arc length of 146.98 feet to a point; thence S 53°15'09" E, along said right-of-way, a distance of 151.55 feet to a point; thence S 08°15'09" E, along the right-of-

way flare between Highways 25 and 42, a distance of 98.99 feet to a point; thence S 36°44'53" W, along the Northwest right-of-way of State Highway No. 25, a distance of 650.18 feet to a concrete right-of-way marker, found; thence along a curve, to the left, in said right-of-way, having a radius of 1969.22 feet and arc length of 502.01 feet to a concrete right-of-way monument, found; thence S 22°08'30" W, along said right-of-way, a distance of 533.97 feet to a point; thence along a curve, to the right, in said right-of-way, having a radius of 1791.10 feet, a chord bearing of S 24°33'57" W, and arc length of 151.56 feet to the West line of Section 7; thence N 01°36'21" W, along the West line of the Section 7, a distance of 1316.97 feet to the point of beginning.

The hereinabove described parcel contains 29.31 acres of land.

AND

PARCEL "G"

A parcel of land in the Southeast Quarter of the Northwest Quarter and the North half of the Southeast Quarter of Section 12, Township 22 South, Range 2 West, being a part of the same land described in a Deed to Shelby Springs Stock Farm, Inc., recorded in Deed Book 207 at Page 305, of the Real Property Records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

Commencing at a 1/2" rebar set, with a cap stamped "S. Wheeler RPLS 16165", at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 12; thence S 89°00'53" E, along the South line of the Northwest Quarter of the Southeast Quarter of Section 12, a distance of 82.67 feet to the Southeast right-of-way of County Highway No. 25, and the point of beginning; thence S 89°00'53" E, along the South line of the Northwest Quarter of the Southeast Quarter of Section 12, a distance of 709.40 feet to the Northwest right-of-way of The Norfolk Southern Railroad; thence N 36°45'36" E, along said right-of-way, a distance of 2719.94 feet to a point on the Southeast right-of-way of State Highway No. 25; thence along a curve, to the right, in said right-of-way, having a radius of 1871.10 feet, a chord bearing of S 45°25'02" W, and arc length of 172.56 feet to a point; thence S 48°03'33" W, along said right-of-way, a distance of 1798.25 feet to a concrete right-of-way monument, found; thence along a curve, to the left, in said right-of-way, having a radius of 17065.16 feet and arc length of 986.94 feet to a point; thence S 44°44'44" W, along said right-of-way, a distance of 230.11 feet to the point of beginning.

The hereinabove described parcel contains 18.82 acres of land.