

**MORTGAGE FORM**

FORM 100-36 Rev. 12/79

\*\*\*\*\*RE-RECORD ONLY\*\*\*\*\*

**State of Alabama**

SHELBY County.

This instrument prepared by  
Inst # 2001-56374  
CENTRAL STATE BANK  
Post Office Box 180  
Calera, Alabama 35040

12/21/2001-56374  
03:37 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
1006 CH 30.00

**MORTGAGE**

THIS INDENTURE is made and entered into this 8th day of July, 19 99 by and between  
Bret A. Zabransky and wife, Paula R. Zabransky

(hereinafter called "Mortgagor," whether one or more) and CENTRAL STATE BANK, Calera, Alabama, an Alabama banking corporation (hereinafter called "Mortgagee").

WHEREAS, said Mortgagor is (are) justly indebted to the Mortgagee in the principal sum of TWO HUNDRES SIXTY FIVE THOUSAND--  
dollars (\$ 265,000.00 ) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein,  
which is payable in accordance with its terms, and which has a final maturity date of ON DEMAND

WHEREAS, Mortgagor agreed in incurring said indebtedness that this mortgage should be given to secure the prompt payment of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any extension or renewal or refinancing thereof or any part or portion thereof, and also to secure any other indebtedness or indebtednesses owed now or in the future by Mortgagor to Mortgagee, as more fully described in the next paragraph hereof (both of which different type debts are hereinafter collectively called "the Debt"); and,

WHEREAS, Mortgagor may be or hereafter become further indebted to Mortgagee, as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtednesses of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and, therefore, the parties intend this mortgage to secure not only the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, but also to secure any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to (such as, any future loan or any future advance), together with any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, Mortgagor, and all others executing this mortgage, does (do) hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, together with all improvements thereon and appurtenances thereto, situated in

SHELBY County, Alabama (said real estate being hereinafter called "Real Estate");

SEE ATTACHED PAGE FOR LEGAL DESCRIPTION.

THIS PROPERTY DOES NOT CONSTITUTE HOMESTEAD OF THE MORTGAGORS.

THIS IS A FIRST MORTGAGE.

\*\*\*\*\*THIS MORTGAGE SPECIFICALLY EXCLUDES FROM SECURITY ANY STRUCTURE LOCATED THEREON.\*\*\*\*\*

Inst # 1999-29030

07/09/1999-29030  
03:41 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
004 WIS 413.50

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacement therefor must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt and each and every installment thereof when due (which Debt includes both (a) the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, as well as any and all extensions or renewals or refinancing thereof, and (b) any and all other debts, obligations or liabilities owed by Mortgagor to Mortgagee now existing or hereafter arising before the payment in full of the indebtedness evidenced by the promissory note or notes hereinabove specifically referred to, such as any future loan or any future advance, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument under seal on the date first written above.

  
BRET A. ZABRANSKY  
(SEAL)

  
PAULA R. ZABRANSKY  
(SEAL)

State of Alabama }  
SHELBY County }

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that  
Bret A. Zabransky and Paula R. Zabransky

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, the Y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of July, 19 99.

*[Signature]*  
Notary Public

My commission expires:  
4-6-03

NOTARY MUST AFFIX SEAL

State of Alabama }  
County }

ACKNOWLEDGEMENT FOR CORPORATION

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that  
whose name as of , a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of , 19 .

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

State of Alabama }  
County }

ACKNOWLEDGEMENT FOR PARTNERSHIP

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that

whose name(s) as (general) (limited) partner(s) of a(n) (general) (limited) partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this day of , 19 .

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

LEGAL DESCRIPTION

PARCEL I:

A part of the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows: Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence North 0 degrees 10 minutes 12 seconds East along the West line of said 1/4-1/4 Section a distance of 213.60 feet to a point; thence run South 89 degrees 49 minutes 48 seconds East a distance of 291.04 feet to a point on the Easterly margin of Lakeshore Drive and the point of beginning of the property, Parcel No. 2, being described; thence North 6 degrees 17 minutes 41 seconds West along the East margin of said Lakeshore Drive a distance of 173.43 feet to the P.C. of a property line curve to the right having a central angle of 74 degrees 16 minutes 50 seconds and a radius of 13.20 feet; thence continue along the arc of said curve an arc distance of 17.12 feet to the P.T. of said curve; thence run North 67 degrees 59 minutes 07 seconds East along the South margin of South River Drive a distance of 124.60 feet to a point marking the NW corner of Lot 56 of LaCoosa Estates subdivision as recorded in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 18 degrees 39 minutes 23 seconds East along the Westerly property lines of Lots 56 and 57 of said LaCoosa Estates subdivision a distance of 336.02 feet to a point; thence run South 28 degrees 49 minutes 03 seconds East over and across the Westerly property lines of Lots 58, 59, and a part of Lot 60 of same said LaCoosa Estates subdivision a distance of 257.16 feet to a point; thence run South 24 degrees 55 minutes 42 seconds West a distance of 43.01 feet to a point; thence run South 36 degrees 34 minutes 31 seconds West a distance of 78.97 feet to a point; thence run South 32 degrees 51 minutes 45 seconds West a distance of 137.64 feet to a point on the North margin of same said South River Drive in a curve to the left having a central angle of 22 degrees 59 minutes 50 seconds and a radius of 221.87 feet; thence continue along the arc of said road margin an arc distance of 89.05 feet to the P.T.; thence run South 83 degrees 45 minutes 07 seconds West a distance of 40.41 feet to the P.C. of a curve to the right having a central angle of 89 degrees 57 minutes 13 seconds and a radius of 10.0 feet; thence continue along the arc of said curve an arc distance of 15.70 feet to the P.T.; thence run North 6 degrees 17 minutes 41 seconds West along the East margin of Lakeshore Drive a distance of 519.31 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II: A part of the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4, and the NE 1/4 of the SE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows: Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and run thence North 0 degrees 10 minutes 12 seconds East along the West line of said 1/4-1/4 Section a distance of 213.60 feet to a point; thence run North 79 degrees 58 minutes 02 seconds West a distance of 302.26 feet to a point on the Easterly right of way line of Shelby County Road No. 71 in a curve to the left having a central angle of 24 degrees 59 minutes 26 seconds and a radius of 1,105.85 feet; thence run North-easterly along the arc of said right of way line curve an arc distance of 482.33 feet to a point; thence run South 89 degrees 44 minutes 08 seconds East a distance of 19.98 feet to a point; thence run North 0 degrees 10 minutes 13 seconds East along said right of way line a distance of 83.04 feet to a point on the South margin of Lakeshore Drive; thence run South 89 degrees 04 minutes 03 seconds East along said margin of said Lakeshore Drive a distance of 63.50 feet to the P.C. of said Lakeshore

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LEGAL DESCRIPTION, CONTINUED

Drive of a curve to the right having a central angle of 59 degrees 41 minutes 06 seconds and a radius of 236.56 feet; thence continue along the arc of said right of way curve an arc distance of 246.42 feet to the P.T. of said curve; thence run South 6 degrees 17 minutes 41 seconds East along the Westerly margin of said Lakeshore Drive a distance of 930.92 feet to the P.C. of a curve to the left having a central angle of 12 degrees 14 minutes 00 seconds and a radius of 491.59 feet; thence continue along the arc of said right of way margin line an arc distance of 104.96 feet to the P.T. of said curve; thence run South 18 degrees 32 minutes 45 seconds East along said road margin a distance of 188.16 feet to a point; thence run South 57 degrees 45 minutes 59 seconds West a distance of 171.02 feet to a point; thence run North 64 degrees 11 minutes 46 seconds West a distance of 39.42 feet to a point on the water line elevation property line of Lay Lake; thence continue along the water line property line of Lay Lake for the following 15 calls in the order here given: North 15 degrees 55 minutes 29 seconds West 118.29 feet; North 49 degrees 33 minutes 29 seconds East 138.35 feet; North 18 degrees 13 minutes 26 seconds West 126.19 feet; thence North 4 degrees 59 minutes 43 seconds West 39.53 feet; thence North 21 degrees 24 minutes 54 seconds East 62.11 feet; North 89 degrees 03 minutes 07 seconds East 14.57 feet; North 2 degrees 34 minutes 58 seconds West 168.57 feet; North 6 degrees 23 minutes 32 seconds West 209.03 feet; South 88 degrees 17 minutes 34 seconds West 116.74 feet; South 02 degrees 48 minutes 13 seconds East 141.42 feet; South 6 degrees 05 minutes 33 seconds West 145.90 feet; South 30 degrees 25 minutes 51 seconds West 26.71 feet; South 71 degrees 05 minutes 19 seconds West 73.22 feet; North 84 degrees 33 minutes 20 seconds West 32.10 feet; North 03 degrees 02 minutes 54 seconds West 117.68 feet to a point on the West line of the NE 1/4 of the SE 1/4 of said Section 13; thence run North 0 degrees 10 minutes 12 seconds East along said West line a distance of 150.53 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run South along the West line of said 1/4-1/4 a distance of 1310.19 feet to a point; thence run South 38 degrees 15 minutes 48 seconds East a distance of 408.34 feet to the point of beginning of the property herein described; thence run South 75 degrees 51 minutes 12 seconds East 32.09 feet to a point on the West margin of Lakeshore Drive; thence run Southerly along the said West margin of Lakeshore Drive a distance of 259.93 feet to a point; thence run South 38 degrees 05 minutes 05 seconds West 43.22 feet to a point; thence run North 61 degrees 11 minutes 05 seconds West 37.65 feet to a point on the water line of Lay Lake; thence run along the said water line elevation property line of said Lay Lake a distance of 227.83 feet to the point of beginning. All being situated in Shelby County, Alabama.

ALSO, LESS AND EXCEPT the following property previously conveyed to M.J. Hardy, Frances H. Hardy, and Edith L. Haley, as recorded in Real Record 333, Page 109, being more particularly described as follows: Commence at the NW corner of the SE 1/4 of the NE 1/4, Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence South along the West line of said 1/4-1/4 Section a distance of 1,310.19 feet to a point; thence run South 38 degrees 15 minutes 48 seconds East 408.34 feet to a point; thence run South 75 degrees 51 minutes 12 seconds East 32.09 feet to a point on the West margin of Lakeshore Drive; thence run Southerly along said margin of said drive 259.93 feet to the

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LEGAL DESCRIPTION, CONTINUED

point of beginning of the property being described; thence run South 18 degrees 32 minutes 45 seconds East along said West margin of said Lakeshore Drive a distance of 153.15 feet to a point; thence run South 57 degrees 45 minutes 59 seconds West a distance of 171.02 feet to a point; thence run North 64 degrees 11 minutes 46 seconds West a distance of 39.42 feet to a point on the elevation property line of Lay Lake, thence run North 15 degrees 55 minutes 29 seconds West along said Lay Lake line a distance of 118.29 feet to a point; thence continue along Lay Lake property line North 49 degrees 33 minutes 29 seconds East a distance of 138.35 feet to a point; thence South 60 degrees 04 minutes 06 seconds East a distance of 37.65 feet to a point; thence run North 36 degrees 56 minutes 21 seconds East a distance of 43.22 feet to the point of beginning. According to survey of Joseph E. Conn, Jr., RLS 9049, dated February 8, 1991. Situated in Shelby County, Alabama.

SAID PROPERTY IS SUBJECT TO EASEMENTS RESERVED IN REAL RECORD 220, PAGE 692, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A NON-EXCLUSIVE EASEMENT APPURTENANT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE:

EASEMENT NO. 1: The following is a description of the centerline of a proposed 20 foot easement along an existing driveway or road, said easement being 10 feet on either side of the following described centerline: Commence at the NW corner of the NE 1/4 of the SE 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence South 0 degrees 10 minutes 12 seconds West along West line of said 1/4-1/4 Section a distance of 522.14 feet to a point; thence run South 89 degrees 49 minutes 48 seconds East a distance of 343.19 feet to a point on the Westerly margin of Lakeshore Drive in the centerline of an existing dirt or natural surfaced driveway and the point of beginning, on centerline, of the easement being described; thence run South 37 degrees 22 minutes 15 seconds West along centerline of said natural surfaced road a distance of 117.42 feet to a point; thence run South 21 degrees 47 minutes 12 seconds West along the centerline of same said driveway or road a distance of 133.64 feet to the end of proposed easement; being situated in Shelby County, Alabama.

EASEMENT NO. 2: The following is a description of the centerline of a proposed access easement twenty feet in width, ten (10') feet on either side of the following described centerline: Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama, and run thence Easterly along the South line of said quarter-quarter a distance of 264.12 feet to a point on the Westerly margin of Lakeshore Drive; thence run South 6 degrees 17 minutes 41 seconds East along said margin of said Drive a distance of 115.02 feet to the centerline of an existing driveway or road and the point of beginning on centerline of the easement being described; thence run North 87 degrees 49 minutes 46 seconds West along center of said driveway a distance of 153.34 feet to a point; thence run along centerline of existing driveway South 0 degrees 47 minutes 15 seconds West a distance of 240.15 feet to a point; thence run South 86 degrees 12 minutes 15 seconds West a distance of 94.03 feet to the West line of the NE 1/4 of the SE 1/4 of said Section 13, and the end of the proposed easement.

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