

This instrument was prepared by: LBWELDON FOR
COVENANT BANK

Inst # 2002-03296
01/18/2002-03296
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CH 407.00

State of Alabama Space Above This Line For Recording Date

MORTGAGE
(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is1/17/02..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: WYNLAKE DEVELOPMENT, LLC
AN ALABAMA LIMITED LIABILITY CORPORATION
P O BOX 679
LEEDS, 35094

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

LENDER: COVENANT BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
P. O. BOX 309
LEEDS, AL 35094
TAXPAYER I.D. #

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 \$.250.000.00..... 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.

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. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

- 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 other 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.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

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.

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 to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees 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 approval.

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.

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 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.

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.

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.

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.

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.

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.

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 power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.
7. **DUE ON SALE.** 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, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in 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.

At the option of the 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. 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 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.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest 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. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
11. **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.

12. **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.
13. **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. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
14. **SEVERABILITY; INTERPRETATION.** 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.
15. **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.
16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisalment rights relating to the Property.
17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
19. **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]
☐ Assignment of Leases and Rents ☐ Other
20. ☒ **ADDITIONAL TERMS.** SECURES THE INDEBTEDNESS REPRESENTED BY LOANS #12517 AND #12518 FOR LETTERS OF CREDIT ISSUED ON BEHALF OF SERMA HOLDINGS, LLC

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.

..... (Seal) (Seal)
(Signature) (Date) (Signature) (Date)

.....
(Witness as to all signatures) (Witness as to all signatures)

ACKNOWLEDGMENT:
STATE OF Alabama....., COUNTY OF} ss.
I, a notary public, hereby certify that
(Individual) whose 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
.....17th..... day ofJanuary.....2002.....

My commission expires:
(Seal)
(Notary Public)

IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this
___ day of January, 2002.

MORTGAGOR:

WYNLAKE DEVELOPMENT, LLC,
An Alabama limited liability company

By: SERMA Holdings, LLC,
An Alabama limited liability company,
Its Operating Manager

By: _____

J. Michael White
Its: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Michael White, whose name as manager of SERMA Holdings, LLC, a limited liability company, which is the operating manager of Wynlake Development, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 17th day of January, 2002.

Notary Public

My Commission expires: 4/18/04

EXHIBIT "A"

A parcel of land situated in the SE ¼ of Section 22, Township 21 South, Range 3 West, and in the NE ¼ of Section 27, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at the NE corner of the NE ¼ of the NE ¼ of said Section 27; thence run in a Southerly direction along the East line of said ¼ - ¼ on a bearing of South 01°32'00" West a distance of 67.30 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 55°22'31" West a distance of 97.38 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 74°05'56" West a distance of 100.00 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 84°26'46" West a distance of 61.21 feet to a point; said point being on the beginning of a curve to the right, said point also being on the Westerly right of way of Wynlake Drive; thence turn an angle to the left and run along the arc of said curve, having a radius of 285.00 feet, a central angle of 78°05'55", a chord bearing of South 57°10'04" West, a chord length of 359.09 feet, an arc distance of 388.48 feet to a point; thence continue tangent to last described curve and along said right of way in a Westerly direction on a bearing of North 83°46'58" West a distance of 11.72 feet to a point; thence turn an angle to the right and run in a Northerly direction on a bearing of North 06°13'02" East a distance of 134.14 feet to a point; thence turn an angle to the left and run in a Westerly direction on a bearing of North 86°31'36" West a distance of 300.36 feet to a point; thence turn an angle to the right and run in a Westerly direction on a bearing of North 86°10'06" West a distance of 83.02 feet to a point; thence turn an angle to the left and run in a Westerly direction on a bearing of North 88°32'31" West a distance of 20.04 feet to a point; thence turn an angle to the right and run in a Westerly direction on a bearing of North 87°29'54" West a distance of 223.12 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 59°01'21" West a distance of 223.82 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 35°09'04" West a distance of 124.45 feet to a point, said point being beginning of a curve to the right, said point also being on the Northerly right of way of Wynlake Drive; thence turn an angle to the right and run along the arc of said curve, having a radius of 570.00 feet, a central angle of 10°36'38", a chord bearing of North 49°31'08" West, a chord length 105.41 feet, an arc distance of 105.56 feet to a point; thence turn an angle to the right and leaving said right of way run in a Northeasterly direction on a bearing of North 45°47'09" East a distance of 139.54 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 39°08'20" West a distance of 136.78 feet to a point; thence turn an angle to the right and run in a Northwesterly direction on a bearing of North 16°59'53" West a distance of 73.97 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 70°43'51" West a distance of 135.74 feet to a point, said point being on a curve to the right, said point also being on the Easterly right of way of Wynlake Drive; thence continue along the arc of said curve, having a radius of 570.00 feet, a central angle of 07°12'04", a chord bearing of North 13°33'23" West, a chord length of 71.59 feet, an arc distance of 71.64 feet to a point; thence continue tangent to last described curve along said right of way in a Northwesterly direction on a bearing of North 09°57'23" West a distance of 18.89 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 80°02'37" East a distance of 130.00 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 09°57'23" West a distance of 80.00 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 80°02'37" West a distance of 130.00 feet to a point, said point being on the Easterly right of way of Wynlake Drive; thence turn an angle to the right and run along said right of way in a Northwesterly direction on a bearing of North 09°57'23" West a distance of 91.12 feet to a point, said point being the beginning of a curve to the right; thence continue along said right of way and along the arc of said curve, having a radius of 239.78 feet, a central angle of 21°00'00", a chord bearing of North 00°32'37" East, a chord length of 87.39 feet, an arc distance of 87.88 feet to a point, thence continue tangent to last described curve along said right of way in a Northeasterly direction on a bearing of North 11°02'39" East a distance of 169.00 feet to a point, said point being the beginning of a curve to the right; thence continue along said right of way and along the arc of said curve, having a radius of 266.51 feet, a central angle of 68°00'12" North, a chord bearing of

North 45°02'45" East, a chord length of 298.07 feet, an arc distance of 316.32 feet to a point; thence continue tangent to last described curve along said right of way in a Northeasterly direction on a bearing of North 79°02'51" East a distance of 95.76 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 10°57'09" West a distance of 60.00 feet to a point, said point being the beginning of a curve to the right, said point also being the beginning of the right of way of Wynlake Way; thence continue along said right of way and along the arc of said curve, having a radius of 15.00 feet, a central angle of 98°00'55", a chord bearing of North 51°57'40" West, a chord length of 22.64 feet, an arc distance of 25.66 feet to a point; thence continue tangent to last described curve along said right of way in a Northwesterly direction on a bearing of North 02°57'12" West a distance of 143.29 feet to a point; thence turn an angle to the right and continue along said right of way in a Northeasterly direction on a bearing of North 24°17'37" East a distance of 91.93 feet to a point; thence turn an angle to the left and continue along said right of way in a Northwesterly direction on a bearing of North 09°47'13" West a distance of 164.99 feet to a point, said point being the beginning of a curve to the right; thence continue along said right of way along the arc of said curve, having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing of North 35°12'47" East, a chord length of 21.21 feet, an arc distance of 23.56 feet to a point, said point being on the Southerly right of way of Shelby County Highway #80; thence continue tangent to last described curve in a Northeasterly direction on a bearing of North 80°12'46" East a distance of 186.02 feet to a point, said point being on the beginning of a curve to the left; thence continue along said right of way and along the arc of said curve, having a radius of 766.32 feet, a central angle of 00°57'35", a chord bearing of North 79°43'58" East, a chord length of 12.84 feet, an arc distance of 12.84 feet to a point; thence continue tangent to last described curve in a Northeasterly direction on a bearing of North 79°15'10" East a distance of 289.55 feet to a point, said point being the beginning of a curve to the left; thence continue along said right of way and along the arc of said curve, having a radius of 4627.74 feet, a central angle of 02°45'23", a chord bearing of North 77°52'29" East, a chord length of 222.61 feet, an arc distance of 222.63 feet to a point; thence continue tangent to last described curve along said right of way in a Northeasterly direction on a bearing of North 76°29'47" East a distance of 562.29 feet to a point, said point being the beginning of a curve to the right; thence continue along said right of way and along the arc of said curve, having a radius of 4098.94 feet, a central angle of 01°59'23", a chord bearing of North 77°29'29" East, a chord length of 142.34 feet, an arc distance of 142.35 feet, said point being on the East line of the SE ¼ of said Section 22; thence turn an angle to the left and run in a Southerly direction along said East line on a bearing of South 00°27'35" West a distance of 1820.96 feet to the point of beginning.

ALSO:

A parcel of land situated in the N ½ of the NE ¼ of Section 27, Township 21 South, Range 3 West, being more particularly described as follows:

Begin at the SE corner of the NE ¼ of the NE ¼ of said Section 27, Township 21 South, Range 3 West; thence run in a Westerly direction along the South line of said Northeast ¼ on a bearing of North 87°22'55" West a distance of 1593.37 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 08°32'00" East a distance of 488.02 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 16°54'03" West a distance of 381.04 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 15°40'13" East a distance of 76.76 feet to a point; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 77°55'05" West a distance of 168.15 feet to a point, said point being the beginning of a curve to the right, said point also being on the Easterly right of way of Shadow Run Way; thence run along the arc of said curve, having a radius of 353.23 feet, a central angle of 32°32'59", a chord bearing of North 28°21'32" East, a chord length of 197.98 feet, an arc distance of 200.67 feet to a point; thence turn an angle to the right and leaving said right of way run in a Southeasterly direction on a bearing of South 45°22'02" East a distance of 149.60 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 48°14'29" East a distance of 85.58 feet to a point; thence turn an angle to the right and run in

a Southeasterly direction on a bearing of South 51°52'03" East a distance of 256.11 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 87°11'49" East a distance of 372.47 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 89°29'31" East a distance of 50.08 feet to a point; thence turn an angle to the right and run in a Southeasterly direction on a bearing of South 84°38'25" East a distance of 439.72 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 79°06'14" East a distance of 68.18 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 63°29'17" East a distance of 212.74 feet to a point; thence turn an angle to the left and run in a Northeasterly direction on a bearing of North 42°18'06" East a distance of 53.23 feet to a point; thence turn an angle to the right and run in a Northeasterly direction on a bearing of North 61°05'51" East a distance of 213.31 feet to a point, said point being on the East line of said Northeast ¼; thence turn an angle to the right and run in a Southerly direction along said East line on a bearing of South 01°32'00" West a distance of 1188.95 feet to the point of beginning.

LESS AND EXCEPT:

Lot 74, according to the Survey of Phase III Wynlake Subdivision , as recorded in Map Book 21, page 84, in the Probate Office of Shelby County, Alabama.

ALSON LESS AND EXCEPT:

Any portion of subject property previously conveyed by Wynlake Development, L.L.C.

Inst # 2002-03296

01/18/2002-03296
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CH 407.00