

STATE OF ALABAMA

JEFFERSON COUNTY

REAL ESTATE MORTGAGE

This indenture is made and entered into this 11th day of July, 2002, by and between J. Steven Mobley, a married man (hereinafter called "Mortgagor", whether one or more) and Mobley Development, Inc. (hereinafter called "Mortgagee").

WHEREAS, J. Steven Mobley is justly indebted to the Mortgagee in the amount of Two Million Six Hundred Forty Three Thousand Seven Hundred Seventy-Four and 70/100 Dollars (\$2,643,774.70), as evidenced by that certain promissory note dated July 11th, 2002 which bears interest as provided therein and which has a final maturity date of July 11, 2003.

Now therefore, in consideration of the premises, and to secure the payment of the debt, evidenced by said note or notes and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, Alabama, (said real estate being hereinafter called "Real Estate") to wit:

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference.

The subject property is not the homeplace of the mortgage or his spouse.

Together with all rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and 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, except as otherwise set forth herein, 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 options, may pay the same. (2) Mortgagor to furnish Mortgagee with receipted tax bill annually. (3) Mortgagor to 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 sufficient to cover the Debt and the indebtedness secured by any prior mortgage. 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 insurance policy must provide that it may not be cancelled without the insurer giving at least fifteen (15) days prior written notice of such cancellation to the Mortgagee at the following address:

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, 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 the 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 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 of nine percent (9%) per annum or the highest rate then permitted by law, whichever shall be less.

Subject to the rights of the holder of the prior mortgage set forth for the above, if any, the Mortgagor hereby pledges and assigns to the Mortgagee as further security for the payment of the Debt the following 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 of 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 made 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, including court costs and attorneys' fees, on the Debts 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 expected.

Notwithstanding any other provision of the mortgage or the note or notes evidencing the Debt, if the Real Estate, or any part thereof, or any interest therein, is sold, conveyed or transferred, without the Mortgagee's prior written consent, the Mortgagee may, at its option, declare the Debt immediately due and payable; and the Mortgagee may, in its sole discretion, require the payment of a higher rate of interest on the unpaid principal portion of the

Debt as a condition to not exercising such option to accelerate the Debt. The Mortgagor agrees that the Mortgagee may, if the Mortgagee desires, accelerate the Debt or escalate the rate of interest payable on the Debt for the purpose of (1) obtaining a higher rate of interest on the Debt or (2) protecting the security of this mortgage. Mortgagee may withhold consent to any such sale, conveyance or transfer reasonably, unreasonably, or for no reason at all.

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 part, of a receiver for the rents, issues 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.

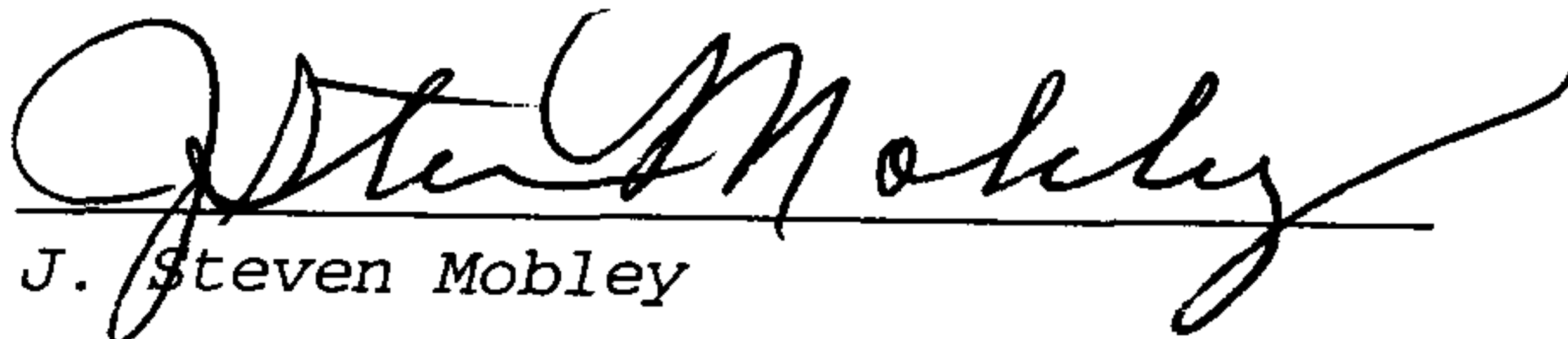
Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens, or insurance premiums, and sums due under any prior mortgage, 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 the 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 encumbrances thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of the State 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 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 credits, (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 an 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 or 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 (which includes principal and accrued interest) 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 (21) 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 reasonable attorney's fees (provided however, that if this mortgage is subject to § 5-19-10, CODE OF ALABAMA 1975, such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fee shall be collectible if the original principal amount or the original amount financed does not exceed \$300.00); 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 (which includes principal and accrued interest) 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 attorney's fees (not exceeding 15% of the unpaid Debt after a default and referral to an attorney not a salaried employee of the Mortgagee, if this mortgage is subject to §5-19-10, CODE OF ALABAMA 1975, and no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300.00) 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 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 executed this instrument on the date first written above.


J. Steven Mobley

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, A Notary Public in and for said County, in said State, hereby certify that J. Steven Mobley, a married man whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of July, 2002.


NOTARY PUBLIC

My commission expires:

Affix Notarial Seal

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 27, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS DOCUMENT WAS PREPARED BY:
David F. Ovson, LLC
Attorney-at-Law
1130 South 22nd Street
Ridge Park Building, Suite 4800
Birmingham, Alabama 35205

All of Section 28, Township 20 South, Range 2 West, and
The North One-Fourth of Section 33, Township 20 South, Range 2 West, and
The North One-Half of the Northwest Quarter and the Northeast Quarter of the
Northeast Quarter of Section 32, Township 20 South, Range 2 West, and
The South One-Half of Section 31, Township 20 South, Range 2 West, and
The East One-Half of the Northeast Quarter of Section 31, Township 20 South,
Range 2 West.

Less and except that portion known as Survey of Weatherly-Windsor Sector 11
recorded in Map Book 18, Page 80; Weatherly Sector 13 recorded in Map Book 22,
Page 003; Weatherly Sector 15 recorded in Map Book 19, Page 122, and recorded in
Map Book 20, Page 8; Weatherly Sector 16 recorded in Map Book 19, Page 151;
Weatherly Sector 17 recorded in Map Book 20, Page 86, and recorded in Map Book
21, Page 110; Weatherly Sector 18 recorded in Map Book 21, Page 148; Weatherly
Sector 21 recorded in Map Book 20, Page 7; Weatherly Sector 22 recorded in Map
Book 21, Page 59; Weatherly Sector 23 recorded in Map Book 21, Page 16;
Weatherly Sector 24 recorded in Map Book 20, Page 144, and Weatherly Sector 25
recorded in Map Book 21, Page 001, all recorded in the Office of the Judge of
Probate, Shelby County, Alabama.

Also less and except the Weatherly Swim and Tennis Club described as follows:
Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby
County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-
Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama,
in Map Book 20, Page 08, run in a Northeasterly direction along the Southeast line of
Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an
existing iron pin being on the curved Southwest right-of-way line of Weatherly Club
Drive said Southwesterly right-of-way line of Weatherly Club Drive being concave in a
Southwest direction and having a central angle of 26 degrees, 55 minutes, 54
seconds and radius of 1050.0 feet; thence turn an angle to the right (98 degrees, 30
minutes, 30 seconds to the chord of said curve) and run in a Southeasterly direction
along the arc of said curve and Southwesterly right-of-way line for a distance of
493.55 feet to an existing iron rebar being at a point of intersection with the
Northwest right-of-way line of Wembley Way; thence turn an angle to the right (112
degrees, 27 minutes, 23 seconds from last mentioned chord line) and run in a
Southwesterly direction along the Northwest right-of-way line of said Wembley Way
for a distance of 184.92 feet to an existing iron pin being the point of beginning of a
curve, said curve being concave in a Southeasterly direction and having a central
angle of 36 degrees, 39 minutes, 09 seconds and a radius of 349.28 feet; thence turn
an angle to the left and run in a Southwesterly direction along the Northwest right-of-
way line of Wembley Way for a distance of 223.44 feet to the point of ending of said
curve; thence continue in a Southwesterly direction along the Northwest right-of-way
line of said Wembley Way and along the line tangent to the end of said curve for a
distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90
degrees, 00 minutes, 39 seconds and run in a Northwesterly direction for a distance
of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees, 55
minutes, 37 seconds and run in a Northerly direction for a distance of 249.99 feet to
an existing iron pin; thence turn an angle to the right of 17 degrees, 48 minutes, 27
seconds and run in a Northerly direction for a distance of 61.50 feet to an existing
iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector
15-Phase II, thence turn an angle to the right of 57 degrees, 56 minutes, 33 seconds
and run in a Northeasterly direction along the Southeast line of said Lot 115 for a
distance of 5.0 feet, more or less, to the point of beginning.

Also less and except the Shelby County School Site more particularly described as
follows:

Part of the Southeast 1/4 of Section 31, Township 20 South, Range 2 West, Shelby
County, Alabama, being more particularly described as follows:

Beginning at an existing 2 inch capped pipe being the locally accepted Southeast
corner of said Section 31, run in a Westerly direction along the South line of said
Section for a distance of 1328.70 feet to an existing 2 inch capped pipe; thence turn
an angle to the left of 0 degrees 15 minutes 08 seconds and run in a Westerly
direction along the South line of said Section for a distance of 911.50 feet; thence
turn an angle to the right of 90 degrees and run in a Northerly direction for a distance
of 48.92 feet; thence turn an angle to the right of 77 degrees 45 minutes 38 seconds
and run in a Northeasterly direction for a distance of 147.54 feet to a point of curve,
said curve being concave in a Southerly direction and having a central angle of 14

degrees 13 minutes 31 seconds and a radius of 571.06 feet; thence turn an angle to the right and run in a Northeasterly and Easterly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in an Easterly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a Northwesterly direction and having a central angle of 34 degrees 25 minutes 37 seconds and a radius of 272.08 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 191.62 feet to the point of beginning of a third curve, said third curve being concave in a Northwesterly direction and having a central angle of 13 degrees 15 minutes 37 seconds and a radius of 442.61 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 102.43 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 248.82 feet to the point of beginning of a new curve, said newest curve being concave in a Southeasterly direction and having a central angle of 24 degrees 59 minutes 01 seconds and a radius of 366.22 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 159.69 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 12.07 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 31 degrees 51 minutes 26 seconds and a radius of 345.35 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 192.02 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 1302.67 feet to the point of beginning of another curve, said curve being concave in a Northwesterly direction and having a central angle of 37 degrees 06 minutes 32 seconds and a radius of 481.06 feet; thence turn an angle to the left and run in a Northeasterly and Northerly direction along the arc of said curve for a distance of 311.57 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve for a distance of 490.39 feet; thence turn an angle to the right of 90 degrees and run in an Easterly direction of a distance of 99.28 feet, more or less, to a point on the East line of said Section 31; thence turn an angle to the right of 88 degrees 00 minutes 04 seconds and run in a Southerly direction along the East line

of said Section for a distance of 1179.45 feet to an existing 3- ½ inch capped iron pipe being the locally accepted Northeast corner of the Southeast ¼ of the Southeast ¼ of said Section 31; thence turn an angle to the left of 0 degrees 06 minutes 58 seconds and run in a Southerly direction along the East line of said Southeast ¼ of Southeast ¼ of said Section 31 for a distance of 1325.51 feet, more or less, to the point of beginning.

Also less and excepted the Weatherly Sewer Treatment Plant described as follows:

A part of Section 31 and Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing 3 inch open top pipe being the locally accepted Southeast corner of the Southwest ¼ of the Northwest ¼ of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, run in a Westerly direction along the South line of said Southwest ¼ of Northwest ¼ for a distance of 1336.58 feet to an existing open top iron pipe being the locally accepted Southwest corner of the Southwest ¼ of the Northwest ¼ of said Section 32; thence turn an angle to the left of 91 degrees 47 minutes 05 seconds and run in a Southerly direction for a distance of 140.25 feet to an existing iron rebar; thence turn an angle to the right of 91 degrees 59 minutes 56 seconds and run in a Westerly direction for a distance of 99.28 feet to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 49 degrees 38 minutes 38 seconds and a radius of 553.77 feet; thence turn an angle to the right (90 degrees to tangent) and run in a Northerly and Northeasterly direction along the arc of said curve for a distance of 553.77 feet to a point of compound curve, said newest curve being concave in a Southeasterly direction and having a central angle of 20 degrees 13 minutes 34 seconds and radius of 604.44 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 213.37 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 827.97 feet to the point of beginning of a new curve, said latest curve being concave in a Northwesterly direction and having a central angle of 19 degrees 32 minutes 42 seconds and a radius of 1440.28 feet; thence turn an angle to the left and run in a Northeasterly direction along the arc of said curve for a distance of 491.31 feet to the point of ending of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 508.82 feet to the point of beginning of another curve, said latest curve being concave in a

Southeasterly direction and having a central angle of 13 degrees 5 minutes 40 seconds and a radius of 220.0 feet; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 50.28 feet; thence turn an angle to the right (121 degrees 08 minutes 58 seconds from the chord of last mentioned curve) and run in a Southerly direction for a distance of 1329.97 feet to an existing 3 inch open top iron pipe; thence turn an angle to the right of 91 degrees 55 minutes 43 seconds and run in a Westerly direction along the South line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 32 for a distance of 658.48 feet, more or less, to the point of beginning.

All of said parcels are situated in Shelby County, Alabama.

Also less and except Parcels I, II and III conveyed to the City of Pelham, Alabama in that certain deed recorded in Instrument #1999-47823 in the Office of the Judge of Probate of Shelby County, Alabama.

Also less and except that certain parcel conveyed to Weatherly Partners, L.L.C. in that certain deed recorded in Instrument #2000-28449 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL 2 (Martin 100)

The Northwest Quarter of the Northeast Quarter of Section 32, Township 20 South, Range 2 West, and

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West One-Half of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 32, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

PARCEL 3 (Bettini 79)

A parcel of land situated in Section 33, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the NW corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 33, Township 20 South, Range 2 West; thence South 87 degrees, 34 minutes, 13 seconds East a distance of 3000.00 feet; thence South 54 degrees, 23 minutes, 13 seconds West a distance of 3730.91 feet; thence North 0 degrees, 53 minutes, 51 seconds East a distance of 983.26 feet; thence North 0 degrees, 53 minutes, 17 seconds East a distance of 1316.74 feet to the point of beginning.

PARCEL 4 (Kimberly Clark 560)

The Southwest Quarter; the South One-Half of the Northeast Quarter; and the Southeast Quarter, all in Section 27, Township 20 South, Range 2 West, and

The North One-Half of the Northwest Quarter, and the North One-Half of the Northeast Quarter, all in Section 34, Township 20 South, Range 2 West, all of said parcels are situated in Shelby County, Alabama.

Less and except a parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, and in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 20 South, Range 2 West, and being more particularly described as follows:

Begin at the SE corner of Section 27, Township 20 South, Range 2 West, said point being the point of beginning; thence North 2 degrees, 32 minutes, 48 seconds West along the Easterly boundary of said section a distance of 80.00 feet; thence South 88 degrees, 26 minutes, 21 seconds West a distance of 208.71 feet; thence South 2 degrees, 32 minutes, 48 seconds East a distance of 208.74 feet; thence North 88 degrees, 26 minutes, 21 seconds East a distance of 208.71 feet, more or less, to the Easterly boundary of Section 34; thence in a Northerly direction along the Easterly boundary of said section a distance of 128.74 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

PARCEL 5 (Chambers 317)

Begin at the SE corner of Section 29, Township 20 South, Range 2 West and proceed Northerly on the East boundary of Section 29, 4761.79 feet; thence turn South 52 degrees, 22 minutes, 25 seconds West a distance of 1060.75 feet; thence turn South 41 degrees, 25 minutes, 19 seconds West a distance of 840.19 feet; thence turn South 34 degrees, 22 minutes, 38 seconds West a distance of 2074.81 feet; thence turn South 24 degrees, 11 minutes, 52 seconds East a distance of 282.99 feet; thence turn South 37 degrees, 7 minutes, 24 seconds West a distance of 1611.65 feet; thence turn South 82 degrees, 37 minutes, 6 seconds East a

distance of 738.93 feet; thence proceed in an Easterly direction for a distance of 2655.99 feet to the point of beginning. Said property lies in Section 29, Township 20 South, Range 2 West.

Begin at the NE corner of Section 28, Township 20 South, Range 2 West and proceed South 89 degrees, 3 minutes, 46 seconds West along the Northern boundary of said Section 28 a distance of 1314.30 feet to the point of beginning; thence turn North 2 degrees, 0 minutes, 49 seconds East a distance of 2632.34 feet; thence turn North 84 degrees, 37 minutes, 27 seconds West a distance of 1284.38 feet; thence turn South 40 degrees, 24 minutes, 20 seconds West a distance of 3078.00 feet to a point along the North boundary of Section 28; thence South 82 degrees, 46 minutes, 09 seconds East a distance of 602.30 feet; thence in an Easterly direction a distance of 2605.03 feet, more or less, to the point of beginning. Said property lies in Section 21, Township 20 South, Range 2 West.

LESS AND EXCEPT

Part of Section 31 and part of Section 32, both in Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most southerly corner of Lot 1331, Weatherly Wixford Forest-Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 22, pages 23 A&B, run in a northeasterly direction along the southeast line of Lots 1331, 1332, 1333, 1334, 1335 and 1336 for a distance of 1075.0 feet to an existing iron rebar being the most easterly corner of said Lot 1336; thence turn an angle to the right of 2 degrees-0 minutes and run in a northeasterly direction along the southeast lines of Lots 1337 and 1338 for a distance of 490.0 feet to an existing iron rebar, thence turn an angle to the left of 11 degrees-53 minutes-31 seconds and run in a northeasterly direction along the southeast lines of Lots 37, 38, 39, 40, 41 of Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, in Map Book 18, Page 80, and also along the southeast line of Lot 42, A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 18, Page 84, for a distance of 1378.99 feet to an existing iron rebar; thence turn an angle to the left of 29 degrees-59 minutes-17 seconds and run in a northerly direction along the east line of said Lot 42 and Lot 43 of A Resurvey of Lots 41, 42, and 43, Weatherly Windsor Sector 11 for a distance of 141.95 feet; thence turn an angle to the right of 89 degrees-52 minutes-48 seconds and run in an easterly direction along the south line of Lot 43 of said subdivision for a distance of 154.29 feet; thence turn an angle to the left of 90 degrees-00 minutes-28 seconds and run in a northerly direction along the east line of said Lot 43 and along the east line of Lots 48, 49, 50 and 51 of Weatherly Windsor Sector 11, as recorded in Map Book 18, page 80 for a distance of 1311.82 feet; thence turn an angle to the right of 96 degrees-41 minutes-40 seconds and run in an easterly direction along the south line of Lot 113, Weatherly Windsor Sector 8, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 110 for a distance of 374.31 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-10 minutes-06 seconds and run in an easterly direction along the south line of Lot 112 of said Weatherly Windsor Sector 8 for a distance of 310.11 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-19 minutes-38 seconds and run in an easterly direction along the south line of Lot 109, Weatherly Oxford Sector 10, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 38, for a distance of 225.29 feet to an existing iron pin; thence turn an angle to the left of 0 degrees-03 minutes-35 seconds and run in an easterly direction for a distance of 63.19 feet to an existing iron pin, thence turn an angle to the right of 0 degrees-12 minutes-54 seconds and run in an easterly direction along the south line of Lot 108, Weatherly Oxford Sector 10, as recorded in Map Book 9, Page 38, for a distance of 240.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 270.0 feet; thence turn an angle to the right of 90 degrees and run in a westerly direction for a distance of 135.0 feet; thence turn an angle to the left of 60 degrees-05 minutes-31 seconds and run in a southwesterly direction for a distance of 300.37 feet; thence turn an angle to the left of 12 degrees-09 minutes-18 seconds and run in a southwesterly direction for a distance of 181.25 feet; thence turn an angle to the right of 12 degrees-25 minutes-33 seconds and run in a southwesterly direction for a distance of 375.0 feet; thence turn an angle to the left of 15 degrees-04 minutes-07 seconds and run in a southwesterly direction for a distance of 161.55 feet; thence turn an angle to the right of 10 degrees-13 minutes-15 seconds and run in a southwesterly direction for a distance of 168.73 feet; thence turn an angle to the left of 4 degrees-32 minutes-20 seconds and run in a southwesterly direction for a distance of 361.44 feet; thence turn an angle to the right of 10 degrees-45 minutes-45 seconds and run in a southwesterly direction for a distance of 212.13 feet; thence turn an angle to the left of 10 degrees-07 minutes-41 seconds and run in a

EXHIBIT "A"

southwesterly direction for a distance of 430.26 feet; thence turn an angle to the right of 7 degrees-19 minutes-43 seconds and run in a southwesterly direction for a distance of 376.72 feet; thence turn an angle to the left of 3 degrees-44 minutes-50 seconds and run in a southwesterly direction for a distance of 1158.73 feet; thence turn an angle to the right of 5 degrees-26 minutes-45 seconds and run in a southwesterly direction for a distance of 500.62 feet; thence turn an angle to the left of 2 degrees-09 minutes-47 seconds and run in a southwesterly direction for a distance of 800.79 feet; thence turn an angle to the right of 4 degrees-37 minutes-53 seconds and run in a southwesterly direction for a distance of 639.02 feet; thence turn an angle to the left of 27 degrees-03 minutes-11 seconds and run in a southwesterly direction for a distance of 118.92 feet; thence turn an angle to the left of 42 degrees-57 minutes 33 seconds and run in a southerly direction for a distance of 60.0 feet to a point on a curve, said curve being concave in a northerly direction and having a central angle of 34 degrees-25 minutes-37 seconds and a radius of 272.08 feet; thence turn an angle to the right (90 degrees to tangent) and run in a westerly direction along the arc of said curve for a distance of 163.49 feet to the point of ending of said curve, thence run in a westerly direction along a line tangent to the end of said curve for a distance of 20.11 feet to the point of beginning of a new curve, said newest curve being concave in a southerly direction and having a central angle of 14 degrees-13 minutes-31 seconds and a radius of 571.06 feet; thence turn an angle to the left and run in a westerly direction along the arc of said curve for a distance of 141.78 feet to the point of ending of said curve; thence run in a westerly direction along a line tangent to the end of said curve for a distance of 147.54 feet to the point of beginning of a new curve, said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 466.35 feet; thence turn an angle to the right and run in a northwesterly and northerly direction along the arc of said curve for a distance of 713.91 feet to the point of ending of said curve; thence run in a northerly direction along a line tangent to the end of said curve for a distance of 250.0 feet to a point at the end of a road right-of-way for Weatherly Club Drive; thence turn an angle to the right of 90 degrees and run in an easterly direction along the end of said road right-of-way for a distance of 60.0 feet; thence turn an angle to the right of 90 degrees and run in a southerly direction for a distance of 250.0 feet to the point of beginning of a curve; said curve being concave in a northeasterly direction and having a central angle of 87 degrees-42 minutes-40 seconds and a radius of 406.35 feet; thence turn an angle to the left and run in a southerly and southeasterly direction along the arc of said curve for a

distance of 622.06 feet to the point of ending of said curve; thence run in an easterly direction along a line tangent to the end of said curve for a distance of 128.36 feet; thence turn an angle to the left of 80 degrees-48 minutes-34 seconds and run in a northerly direction for a distance of 108.15 feet; thence turn an angle to the left of 11 degrees-24 minutes-16 seconds and run in a northwesterly direction for a distance of 174.05 feet; thence turn an angle to the left of 59 degrees-34 minutes-43 seconds and run in a northwesterly direction for a distance of 193.14 feet; thence turn an angle to the right of 106 degrees-29 minutes-18 seconds and run in a northeasterly direction for a distance of 552.73 feet to an existing iron rebar being on the southeast line of Lot 1323, Weatherly Wixford Forest Sector 13, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 22, Pages 23 A&B; thence turn an angle to the right of 2 degrees-33 minutes-44 seconds and run in a northeasterly direction along the southeast line of said Lot 1323 and Lots 1324, 1325, 1326, 1327, 1328, 1329 and 1330, for a distance of 786.52 feet, more or less, to the point of beginning.

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Shelby Cnty Judge of Probate, AL
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