

**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

Joel H. Winston, Esq.
Polsinelli, Shalton & Welte
700 W. 47th Street, Suite 1000
Kansas City, Missouri 64105

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ASSIGNMENT OF LEASES AND RENTS

Loan No. 283707

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of October 4, 2002, is by **RIVERSIDE PARC, LLC**, an Alabama limited liability company ("Borrower"), having an address at c/o Equity Resources, Inc., 1950 Stonegate Drive, Suite 250, Birmingham, Alabama 35242, to and in favor of **COLUMN FINANCIAL, INC.**, a Delaware corporation ("Lender"), whose address is 11 Madison Avenue, 5th Floor, New York, New York 10010, Attn: Taylor Meyer.

W I T N E S S E T H:

THAT, WHEREAS, Borrower has executed a certain Promissory Note dated of even date herewith (the "Note"), payable to the order of Lender in the stated principal amount of SEVENTEEN MILLION THREE HUNDRED SIXTY THOUSAND AND NO/ 100 DOLLARS (\$17,360,000.00) (the "Loan"); and

WHEREAS, the Note is secured by, among other things, that certain Mortgage and Security Agreement dated of even date herewith (the "Security Instrument"), from Borrower to Lender encumbering that certain real property situated in the County of Jefferson, State of Alabama, as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and together with all buildings and other improvements now or hereafter located thereon (collectively, the "Improvements") (said real property and the Improvements are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, Borrower is desirous of further securing to Lender the performance of the terms, covenants and agreements hereof and of the Note, the Security Instrument and each other document and agreement evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Security Instrument and such other documents and agreements, as each of the foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the Loan evidenced by the Note by Lender to Borrower and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby irrevocably, absolutely and unconditionally transfer, sell, assign, pledge and convey to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to:

(a) any and all leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits, and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrower may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Property (collectively, the "Rents").

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Lender, Borrower is hereby permitted, at the sufferance of Lender and at its discretion, and is hereby granted a license by Lender, to retain possession of the Leases and to collect and retain the Rents unless and until there shall be a default under the terms of any of the Loan Documents, which default has not been cured within any applicable grace or cure period. In the event of such uncured default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Lender may thereafter, without taking possession of the Property, demand, collect (by suit or otherwise), receive and give valid and sufficient receipts for any and all of the Rents or take possession of the Leases, for which purpose Borrower does hereby irrevocably make, constitute and appoint Lender its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish such purpose (which power of attorney shall be irrevocable so long as any portion of the Loan is outstanding shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Borrower and shall not be affected by any disability or incapacity suffered by Borrower subsequent to the date hereof). Further, from and after such termination, Borrower shall be the agent of Lender in collection of the Rents, and any Rents so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Lender and Borrower shall, within one (1) business day after receipt of any Rents, pay the same to Lender to be applied by Lender as hereinafter set forth. Furthermore, from and after such uncured default and termination of the aforementioned license, Lender shall have the right and authority, without any notice whatsoever to Borrower and without regard to the adequacy of the security therefor, to: (a) manage and operate the Property, with full power to employ agents to manage the same; (b) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (c) do all acts relating to such management of the Property, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Property as in the sole subjective judgment and discretion of Lender may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Lender may be necessary to maintain a proper rental income from the Property, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Property, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Lender may apply the Rents received by Lender from the Property, after deducting the costs of collection thereof, including, without limitation, attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Lender incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Lender, in its sole subjective discretion, may determine. The exercise by Lender of the rights granted Lender in this paragraph, and the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver by

Lender of any default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Lender liable under any of the Leases, Lender hereby expressly reserving all of its rights and privileges under the Security Instrument and the other Loan Documents as fully as though this Assignment had not been entered into.

Without limiting the rights granted hereinabove, in the event Borrower shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Lender may, but shall not be obligated to, without prior notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, performing or discharging any obligation, covenant or agreement of Borrower under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees. Any sum advanced or paid by Lender for any such purpose, including, without limitation, attorneys' fees, together with interest thereon at the Default Interest Rate (as defined in the Note) from the date paid or advanced by Lender until repaid by Borrower, shall immediately be due and payable to Lender by Borrower on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. (a) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure or inability to collect Rents, proceeds or other payments, or to let the Property, or from any other act or omission of Lender in managing the Property. BORROWER SHALL AND DOES HEREBY INDEMNIFY AND HOLD LENDER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIM, DEMAND OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY REASON OF THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS OR DEMANDS FOR SECURITY DEPOSITS FROM TENANTS OF SPACE IN THE IMPROVEMENTS DEPOSITED WITH BORROWER, AND FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY OF THE LEASES. SHOULD LENDER INCUR ANY LIABILITY BY REASON OF THIS ASSIGNMENT OR IN DEFENSE OF ANY CLAIM OR DEMAND FOR LOSS OR DAMAGE AS PROVIDED ABOVE, THE AMOUNT THEREOF, INCLUDING, WITHOUT LIMITATION, COSTS, EXPENSES AND ATTORNEYS' FEES, TOGETHER WITH INTEREST THEREOF AT THE DEFAULT INTEREST RATE FROM THE DATE PAID OR INCURRED BY LENDER UNTIL REPaid BY BORROWER, SHALL BE IMMEDIATELY DUE AND PAYABLE TO LENDER BY BORROWER UPON DEMAND AND SHALL BE SECURED BY THE SECURITY INSTRUMENT AND BY ALL OF THE OTHER LOAN DOCUMENTS SECURING ALL OR ANY PART OF THE INDEBTEDNESS EVIDENCED BY THE NOTE.

(b) Promptly after receipt by Lender of notice of any claim or the commencement of any action, Lender shall, if a claim in respect thereof is to be made against Borrower, notify Borrower in

writing of the claim or the commencement of that action; provided, however, that the failure to notify Borrower shall not relieve it from any liability which it may have under this Assignment, except to the extent that it has been materially prejudiced by such failure. If any such claim or action shall be brought against Lender, and it shall notify Borrower thereof, Borrower shall be entitled to participate therein and, to the extent that it wishes, assume the defense thereof with counsel reasonably satisfactory to Lender. After notice from Borrower to the Lender of its election to assume the defense of such claim or action, Borrower shall not be liable to Lender for any legal or other expenses subsequently incurred by the Lender in connection with the defense thereof except as provided in the following sentence; provided, however, if the defendants in any such action include both Borrower, on the one hand, and Lender on the other hand, and Lender shall have reasonably concluded that there are any legal defenses available to it that are different or in addition to those available to the Borrower, Lender shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of Lender. Lender shall instruct its counsel to maintain reasonably detailed billing records for fees and disbursements for which Lender is seeking reimbursement hereunder and shall submit copies of such detailed billing records to substantiate that such counsel's fees and disbursements are solely related to the defense of a claim for which the Borrower is required hereunder to indemnify Lender.

(c) Without the prior consent of Lender (which consent shall not be unreasonably withheld), Borrower shall not settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought hereunder (whether or not Lender is an actual or potential party to such claim, action, suit or proceeding) unless the Borrower shall have given Lender reasonable prior notice thereof and shall have obtained an unconditional release of Lender hereunder from all liability arising out of such claim, action, suit or proceedings. As long as Borrower has complied with its obligations to defend and indemnify hereunder, Borrower shall not be liable for any settlement made by Lender without the consent of Borrower (which consent shall not be unreasonably withheld).

2. This Assignment shall not be construed as making Lender a mortgagee in possession.

3. Lender is obligated to account to Borrower only for such Rents as are actually collected or received by Lender.

4. Borrower hereby further presently and absolutely assigns to Lender subject to the terms and provisions of this Assignment: (a) any award or other payment which Borrower may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under such Leases; and (b) any and all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent. Borrower hereby irrevocably appoints Lender as its attorney-in-fact to, from and after the occurrence of a default by Borrower hereunder or under any of the other Loan Documents which has not been cured within any applicable grace or cure period, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note.

5. Borrower represents, warrants and covenants to and for the benefit of Lender: (a) that Borrower now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, specifically permitted in the Security Instrument, there are no outstanding pledges or assignments of the Leases or Rents; (c) except as may be disclosed on the rent roll delivered by Borrower to Lender, that no Rents have been anticipated, discounted, released, waived, compromised or otherwise discharged except for prepayment of rent of not more than one (1) month prior to the accrual

thereof, (d) that there are no material defaults now existing under any of the Leases by the landlord or, to the best of Borrower's knowledge, tenant, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or tenant, except as disclosed in writing to Lender; (e) that Borrower has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder; and (f) the Leases are in full force and effect and are the valid and binding obligations of Borrower, and, to the knowledge of Borrower, are the valid and binding obligations of the tenants thereto.

6. Borrower covenants and agrees that Borrower shall not, without the prior written consent of Lender: (a) exclusive of security deposits, accept any payment of Rent or installments of Rent for more than one (1) month in advance; (b) enter into any Lease having a term of less than six (6) months or in excess of one (1) year; (c) cancel or terminate any Lease (other than for non-payment of Rent or any other material default thereunder) or amend or modify any Lease ; (d) take or omit to take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease; (e) anticipate, discount, release, waive, compromise or otherwise discharge any Rents payable or other obligations under the Leases; (f) further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents except as otherwise expressly permitted by the terms of the Security Instrument or incur any material indebtedness, liability or other obligation to any tenant, lessee or licensee under the Leases; or (g) permit any Lease to become subordinate to any lien other than the lien of the Security Instrument; provided, however, that Borrower may take any of the actions described in subsection (c) or (e) above so long as such actions are taken by Borrower in the ordinary course of business and are consistent with sound customary leasing and management practices for similar properties, including without limitation, terminating a Lease or accepting a surrender of a Lease in connection with an early termination thereof provided such termination is accompanied by the payment of a termination fee by tenant of not less than one (1) month's rent and Borrower retains any security deposit as liquidated damages, in each case as provided by the related Lease.

7. Borrower covenants and agrees that Borrower shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and shall pay on demand all costs and expenses, including, without limitation, attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Interest Rate from the date incurred by Lender until repaid by Borrower.

8. At any time, Lender may, at its option, notify any tenants or other parties of the existence of this Assignment. Borrower does hereby specifically authorize, instruct and direct each and every present and future tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Lender upon receipt of demand from Lender to so pay the same and Borrower hereby agrees that each such present and future tenant, lessee and licensee may rely upon such written demand from Lender to so pay said Rents without any inquiry into whether there exists a default hereunder or under the other Loan Documents or whether Lender is otherwise entitled to said Rents. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any present or future tenant, lessee or licensee by reason of such payment of Rents to Lender, and any such payment shall discharge such tenant's, lessee's or licensee's obligation to make such payment to Borrower.

9. Lender may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may

apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder.

10. The acceptance of this Assignment and the collection of the Rents in the event Borrower's license is terminated, as referred to above, shall be without prejudice to Lender. The rights of Lender hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Lender, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

11. All rights of Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of Borrower shall bind its successors and assigns and any subsequent owner of the Property. All rights of Lender in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Lender. Borrower hereby agrees that if Lender gives notice to Borrower of an assignment of said rights, upon such notice the liability of Borrower to the assignee of the Lender shall be immediate and absolute. Borrower will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or set-off to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

12. It shall be a default hereunder (a) if any representation or warranty made herein by Borrower is determined by Lender to have been false or misleading in any material respect at the time made, or (b) upon any failure by Borrower to comply with the provisions of Paragraph 6 above or (c) upon any failure by Borrower in the performance or observance of any other covenant or condition hereof and, to the extent such failure described in this subsection (c) is susceptible of being cured, the continuance of such failure for thirty (30) days after written notice thereof from Lender to Borrower; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within said period of time, and if Borrower commences to cure such default promptly after receipt of notice thereof from Lender, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, but not to exceed an additional sixty (60) days. Any such default not so cured shall be a default under each of the other Loan Documents, entitling Lender to exercise any or all rights and remedies available to Lender under the terms hereof or of any or all of the other Loan Documents, and any default under any other Loan Document which is not cured within any applicable grace or cure period shall be deemed a default hereunder subject to no grace or cure period, entitling Lender to exercise any or all rights provided for herein.

13. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Lender of any Rents pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.

14. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrower and Lender.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the Security Instrument shall be released of record, and the release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

17. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Security Instrument.

18. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, EXCEPT TO THE EXTENT THAT ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING; PROVIDED HOWEVER THAT THE LAWS OF THE STATE IN WHICH THE REAL PROPERTY ON EXHIBIT A ATTACHED HERETO IS LOCATED SHALL GOVERN AS TO THE CREATION, PRIORITY AND ENFORCEMENT OF LIENS AND SECURITY INTERESTS IN PROPERTY LOCATED IN SUCH STATE.

19. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

20. In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

21. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

22. Borrower hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, to the appointment of a receiver to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

23. Notwithstanding anything to the contrary contained in this Assignment, the liability of Borrower and its general partners for the indebtedness secured hereby and for the performance of the other agreements, covenants and obligations contained herein and in the Loan Documents shall be limited as set forth in Section 1.05 of the Note; provided, however, that nothing herein shall be deemed to be a waiver of any right which Assignee may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the U.S. Bankruptcy Code to file a claim for the full amount of the indebtedness secured hereby or to require that all collateral shall continue to secure all indebtedness owing to Lender in accordance with the Note, this Assignment and the other Loan Documents.

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has executed this Assignment as of the day and year first above written.

WITNESSES:

Peggy McDaniel
Name:

Kay Blaylock
Name:

BORROWER:

RIVERSIDE PARC, LLC,
an Alabama limited liability company

By: ERI Riverside Parc, Inc., an
Alabama corporation, its sole manager
By: Jack Fiorella III
Jack Fiorella III, President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jack Fiorella III, whose name as President of ERI Riverside Parc, Inc. acting as the sole manager of Riverside Parc, LLC, 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 1st day of October, 2002.

Judi Bruce
Notary Public
My Commission Expires: 6-8-2004

[SEAL]

EXHIBIT A

Riverside Parc

PHASE I:

PARCEL I:

Lot 15, according to the Map of Cahaba Park South, 1st Addition, as recorded in Map Book 153, page 49, in the Probate Office of Jefferson County, Alabama. Lying and being situated in Jefferson County, Alabama.

PARCEL II:

Lot B, according to the Map of Cahaba Park South, 1st Addition, Resurvey No. 1, as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama. Lying and being situated in Jefferson County, Alabama

PARCEL III: (Signage Easement)

A non-exclusive easement to construct and maintain signage on a structure not exceeding fourteen feet in height and eight feet in width on the 10' by 10' easement for signage in the Southwestern corner of Lot 13-D, as shown on Resurvey No. 2 of Cahaba Park South, as recorded in Shelby County Map Book 13, page 57 and as shown in Instrument recorded in Real 248, page 62, all in the Probate Office of Shelby County, Alabama. Lying and being situated in Shelby County, Alabama.

PHASE II:

PARCEL IV:

Lot A, according to the Map of Cahaba Park South, 1st Addition, Resurvey No. 1, as recorded in Map Book 159, page 15, in the Probate Office of Jefferson County, Alabama. Lying and being situated in Jefferson County, Alabama.

PARCEL V:

A 30.00 foot wide easement for ingress and egress across Parcel I, (also described in Lot 15, according to the plat of Cahaba Park South 1st Addition), 15.00 feet each side of the following described centerline, situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 18 South, Range 2 West, Jefferson County, Alabama.

Commence at the Southeast corner of the said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence West along the South line of said SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ a distance of 350.21 feet to the East right of way line of Cahaba Park Circle said point being the P.C. (point of curve) of a curve to the left having a central angle of 69 degrees 38 minutes 34 seconds and a radius of 195.00 feet; thence turn 90 degrees 00 minutes to the right (angle measured to tangent) and run Northwesterly and along the arc of said curve a distance of 237.02 feet to a point on said right of way of said Cahaba Park Circle, said point being the point of beginning of said centerline of said easement; thence turn 90 degrees 00 minutes to the P.C. (point of curve) of a curve to the right having a central angle of 18 degrees 46 minutes 09 seconds and a radius of 118.77 feet; thence turn 109 degrees 38 minutes 13 seconds to the left (angle measured to tangent) and run Westerly and along the arc of said curve and said centerline of an easement a distance of 38.91 feet to the P.T. (point of tangent); thence continue Westerly and tangent to said curve a distance of 35.13 feet to the P.C. (point of curve) of a curve to the right having a central angle of 30 degrees 22 minutes 29 seconds and a radius of 75.00 feet; thence Northwesterly and along the arc of said centerline a distance of 39.76 feet to the P.T. (point of tangent); thence continue Northwesterly and tangent to said curve a distance of 129.03 feet to a point; thence turn 44 degrees 58 minutes 22 seconds to the left and run Westerly a distance of 43.35 feet to a point on the Westerly line of Lot 15, Cahaba Park South 1st Addition and end of said centerline. Lying and being situated in Jefferson County, Alabama.

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Shelby Cnty Judge of Probate,AL
10/07/2002 15:37:00 FILED/CERTIFIED