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Shelby Cnty Judge of Probate,AL  
06/04/2004 08:32:00 FILED/CERTIFIED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Karren Underwood 205-250-8400
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Najjar Denaburg, P.C. 2125 Morris Avenue Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME The Village at Highland Lakes, Ltd.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2700 U.S. Highway 280, Suite 425			CITY Birmingham	STATE AL	POSTAL CODE 35223	COUNTRY USA
1d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Partnership	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Compass Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 15 South 20th Street			CITY Birmingham	STATE AL	POSTAL CODE 35233	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The property described on Schedule "I" attached hereto and made a part hereof as if set out fully herein.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

SCHEDULE "I"

TO

FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: The Village at Highland Lakes, Ltd.

Secured Party/Mortgagee: Compass Bank

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The following (hereinafter "Mortgaged Property"):

- a) The Land situated in Shelby County, Alabama and described on Exhibit "A" attached hereto and incorporated herein by this reference;
- b) Together with all buildings, equipment, machinery, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, buildings, materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of the Mortgaged Property, and the buildings, structures or other improvements located thereon, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located;
- c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Mortgaged Property, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to: i) all rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; and ii) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- d) Together with all contract and contract rights now existing or hereafter arising which are related to the operation of the property described in Exhibit "A", reserving to Borrower, however, as long as Borrower is not in default, the right to receive the benefits of such contracts and said contract rights.
- e) Together with all leases, written or oral, and all agreements for use or occupancy of any portion of the Mortgaged Property with respect to which the Mortgagor is the lessor, any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Mortgaged Property (all such leases, subleases, agreements and tenancies heretofore mentioned, being hereinafter collectively referred to as the "Leases");



- f) Together with any and all guaranties of the lessees' and any sublessees' performance under any of the Leases;
- g) Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Mortgagor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Mortgagor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"); provided, however, so long as no Event of Default has occurred, the Mortgagor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof);
- h) Together with any award, dividend or other payment made hereafter to the Mortgagor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Mortgagor hereby appoints the Mortgagee as the Mortgagor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend, or other payment;
- i) Together with any awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance at any time provided for the benefits of Mortgagee, all of which awards, damages, premiums, and payments are hereby assigned to Mortgagee and may be at any time collected by it; and
- j) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.



**EXHIBIT "A"**  
**Description of Mortgaged Property**

**DESCRIPTION: TRACT 1**

**A PART OF SECTION 3 AND SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGIN AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN SOUTH 89°25'46" WEST FOR 1331.46 FEET TO THE SOUTHWEST CORNER OF THE EAST ¼ OF SAID SECTION 4; THENCE RUN NORTH 00°35'46" WEST FOR 5,293.68 FEET TO THE NORTHWEST CORNER OF SAID EAST ¼ OF SECTION 4; THENCE RUN NORTH 89°17'26" EAST FOR 1,324.73 FEET TO THE NORTHWEST CORNER OF SECTION 3; THENCE RUN NORTH 89°20'02" EAST ALONG THE NORTH LINE OF SAID SECTION 3 FOR 2,674.77 FEET TO THE NORTHEAST CORNER OF THE WEST ½ OF SECTION 3; THENCE RUN SOUTH 00°26'35" EAST FOR 235.36 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE RUN SOUTH 68°36'43" EAST ALONG SAID RIGHT OF WAY LINE FOR 289.40 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 41; THENCE RUN SOUTH 15°07'19" WEST ALONG SAID RIGHT OF WAY LINE FOR 533.36 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 5,549.44 FEET; THENCE RUN ALONG SAID CURVE AND SAID RIGHT OF WAY LINE A CHORD BEARING OF SOUTH 09°11'40" WEST FOR 1,148.20 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 01°19'33" WEST ALONG THE TANGENT TO SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR 666.50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 3; THENCE RUN SOUTH 89°25'32" WEST ALONG SAID ¼ SECTION LINE FOR 1,245.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 3; THENCE RUN SOUTH 00°33'21" EAST ALONG THE WEST LINE OF SAID ¼ - ¼ SECTION FOR 1,325.29 FEET TO THE SOUTHWEST CORNER OF SAID ¼ - ¼ SECTION; THENCE RUN NORTH 89°28'19" EAST FOR 1,075.91 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #41, SAID POINT BEING ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,372.02 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 21°48'23" WEST FOR 241.38 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 23°51'25" WEST ALONG SAID TANGENT AND ALONG SAID RIGHT OF WAY LINE FOR 1,210.44 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3; THENCE RUN SOUTH 89°31'05" WEST FOR 1,810.74 FEET TO THE POINT OF BEGINNING.

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**LESS AND EXCEPT (NO. 1) THE FOLLOWING DESCRIBED TRACT OF LAND:**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN SOUTH 00°40'54" EAST ALONG THE EAST LINE OF SAID ¼ SECTION FOR 374.05 FEET TO THE POINT OF BEGINNING OF THE EXCEPTED TRACT OF LAND; THENCE RUN NORTH 46°23'34" WEST FOR 668.14 FEET; THENCE RUN NORTH 03°17'54" WEST FOR 134.39 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 265.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 11°56'53" EAST FOR 141.03 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 27°11'40" EAST ALONG SAID TANGENT FOR 92.79 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 385.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 19°58'54" EAST FOR 96.93 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 12°46'08" EAST ALONG SAID TANGENT FOR 140.34 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 185.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 06°52'09" WEST FOR 126.82 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 26°30'26" WEST ALONG SAID TANGENT FOR 71.12 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 96.53 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 24°34'34" EAST FOR 172.13 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 75°39'34" EAST ALONG SAID TANGENT FOR 120.42 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE



LEFT, HAVING A RADIUS OF 200.60 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 62°24'19" EAST FOR 92.81 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 85°42'20" EAST FOR 108.46 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 57°44'23" EAST ALONG SAID TANGENT FOR 34.45 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 71°41'08" EAST FOR 138.74 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 85°37'53" EAST ALONG SAID TANGENT FOR 215.42 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 64°28'05" EAST FOR 140.90 FEET TO THE POINT OF TANGENT TO SAID CURVE; THENCE RUN NORTH 34°34'02" EAST ALONG SAID TANGENT FOR 258.08 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 63°08'59" EAST FOR 194.56 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 88°16'03" EAST ALONG SAID TANGENT FOR 28.09 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A

RADIUS OF 485.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 84°50'27" EAST FOR 116.67 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 77°56'58" EAST ALONG SAID TANGENT FOR 111.32 FEET; THENCE RUN SOUTH 35°09'17" EAST FOR 26.88 FEET; THENCE RUN SOUTH 36°29'04" WEST FOR 140.76 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 185.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 24°33'35" WEST FOR 77.01 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 12°38'06" WEST ALONG SAID TANGENT FOR 334.38 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 07°11'07" WEST FOR 54.22 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 01°44'08" WEST FOR 67.49 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 05°34'23" EAST FOR 85.46 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 12°52'53" EAST ALONG SAID TANGENT FOR 67.01 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 385.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 30°08'38" EAST FOR 231.99 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 47°24'23" EAST ALONG SAID TANGENT FOR 103.43 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 15°28'09" EAST FOR 139.35 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 16°28'05" WEST ALONG SAID TANGENT FOR 16.12 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 07°31'06" WEST FOR 89.03 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 01°25'53" EAST ALONG SAID TANGENT FOR 65.39 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 391.50 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 24°49'08" WEST FOR 358.73 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 51°04'09" WEST ALONG SAID TANGENT FOR 238.86 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 135.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 78°19'19" WEST FOR 238.49 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN NORTH 27°42'47" WEST ALONG SAID TANGENT FOR 31.05 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 65.00 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF NORTH 60°38'50" WEST FOR 74.73 FEET TO THE POINT OF BEGINNING OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 86°25'06" WEST FOR 462.62 FEET TO THE POINT OF BEGINNING.



LESS AND EXCEPT (NO. 2) A 30.00 FOOT WIDE PUBLIC ROAD RIGHT OF WAY (FOWLER LAKE ROAD). SAID RIGHT OF WAY BEING 15.00 FOOT WIDE ON BOTH SIDES OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN SOUTH 00°26'35" EAST ALONG THE WEST LINE OF SAID ¼ SECTION FOR 219.05 FEET TO THE POINT OF BEGINNING OF SAID RIGHT OF WAY CENTERLINE; THENCE RUN ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 753.89 FEET AND A CHORD BEARING OF NORTH 77°52'35" WEST FOR 179.21 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 128.87 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 68°33'14" WEST FOR 120.38 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 41°47'38" WEST ALONG SAID TANGENT FOR 102.94 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,111.00 FEET AND A CHORD BEARING OF SOUTH 44°58'21" WEST FOR 123.28 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 48°09'05" WEST ALONG SAID TANGENT FOR 143.50 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 406.74 FEET AND A CHORD BEARING OF SOUTH 55°47'04" WEST FOR 108.37 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 63°25'04" WEST FOR 241.69 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 576.59 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 49°41'31" WEST FOR 277.17 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 32°08'44" WEST ALONG SAID TANGENT FOR 147.85 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 738.50 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 46°07'52" WEST FOR 360.53 FEET TO THE POINT OF A TANGENT TO SAID CURVE; THENCE RUN SOUTH 60°07'00" WEST FOR 164.31 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.29 FEET; THENCE RUN ALONG SAID CURVE A CHORD BEARING OF SOUTH 71°31'17" WEST FOR 78.94 FEET TO THE END POINT OF SAID ROAD RIGHT OF WAY.

DESCRIPTION: TRACT 2

A PART OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND RUN SOUTH 89°31'05" WEST ALONG THE SOUTH LINE OF SAID SECTION 3 FOR 755.32 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #41; THENCE RUN NORTH 23°51'25" EAST ALONG SAID RIGHT OF WAY LINE FOR 1,174.26 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,452.02 FEET; THENCE RUN ALONG SAID CURVE AND SAID RIGHT OF WAY LINE A CHORD BEARING OF NORTH 21°33'41" EAST FOR 276.63 FEET; THENCE RUN NORTH 89°28'19" EAST FOR 168.47 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST ¼ OF SECTION 3; THENCE RUN SOUTH 00°26'35" EAST FOR 1,326.37 FEET TO THE POINT OF BEGINNING.