

MORTGAGE

OPEN END CREDIT • FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 26, 2005
The mortgagor is BILLY WAYNE CRENSHAW AN UNMARRIED MAN

("Borrower"). This Security Instrument is given to

COLONIAL BANK, N.A.

, which is organized and existing under

the laws of the United States of America , and whose address is

2998 PELHAM PARKWAY, PELHAM, AL 35124

("Lender"). Borrower has entered into a HELOC

("Contract") with

Lender as of the 26th day of April 2005 , under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a ***MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)*** of

Thirty Three Thousand Five Hundred And 00/100

Dollars (U.S. \$ 33,500.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in

SHELBY County, Alabama:

SEE ATTACHED EXHIBIT "A"

which has the address of 89 WALDEN RD

[Street]

COLUMBIANA

[City]

Alabama 35051 ("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

By initialing, I acknowledge this is page 1 of 6
of the Mortgage.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

By initialing, I acknowledge this is page 2 of 6
of the Mortgage.

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5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Borrower's consent.

By initialing, I acknowledge this is page 3 of 6
of the Mortgage.

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10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

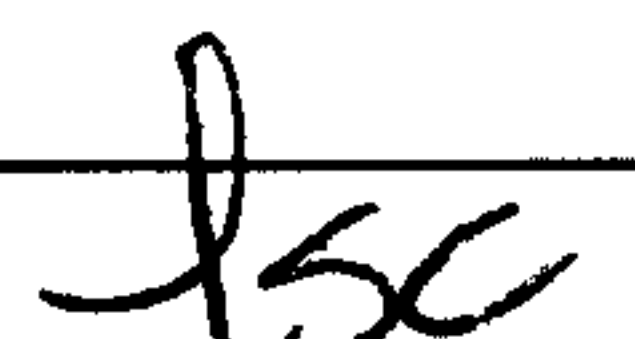
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

By initialing, I acknowledge this is page 4 of 6
of the Mortgage.

			
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As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

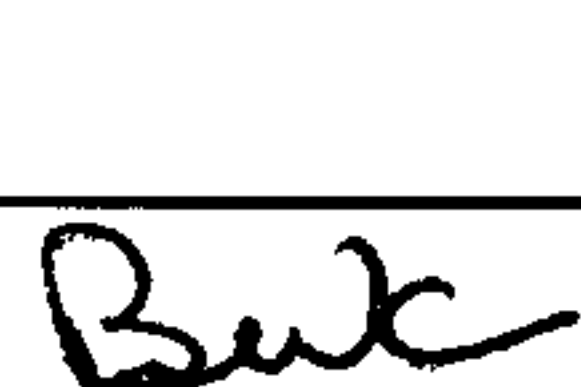
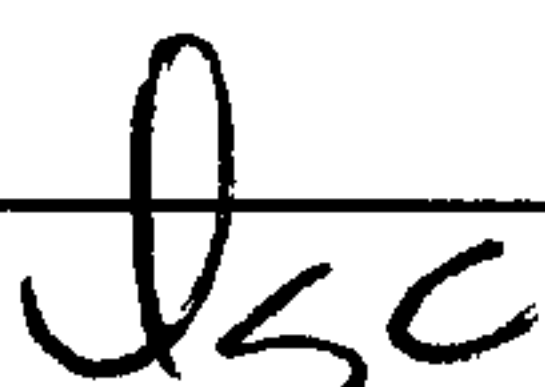
If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 11. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in _____ County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

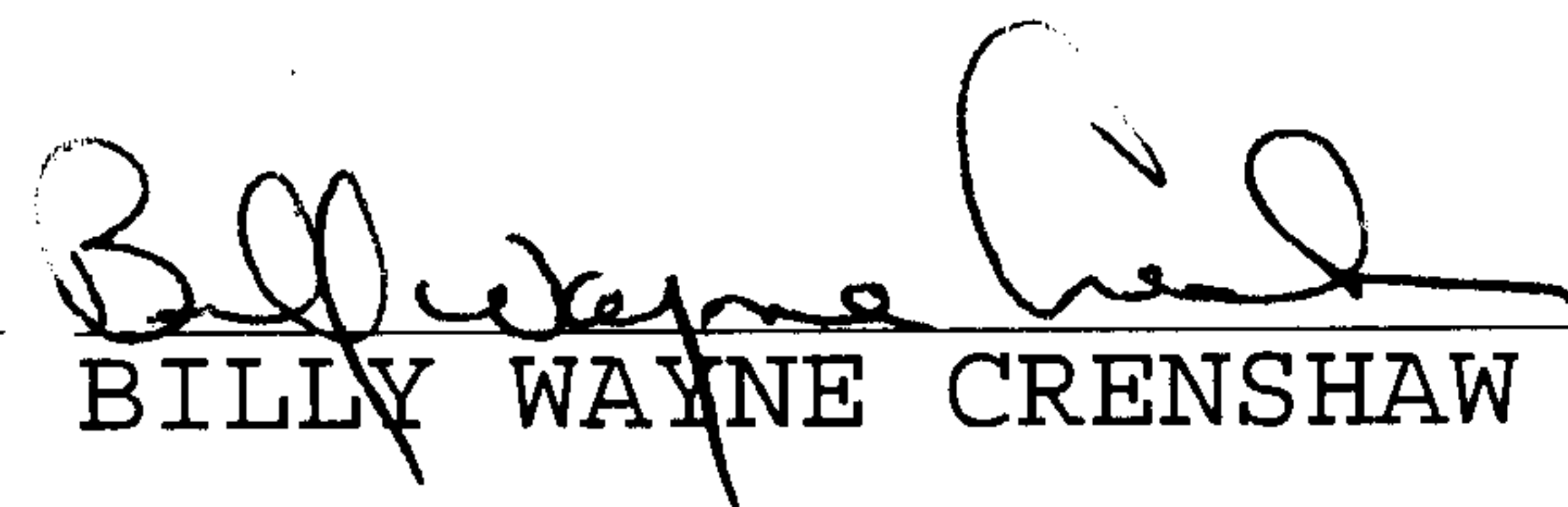
20. Additional Provision(s).

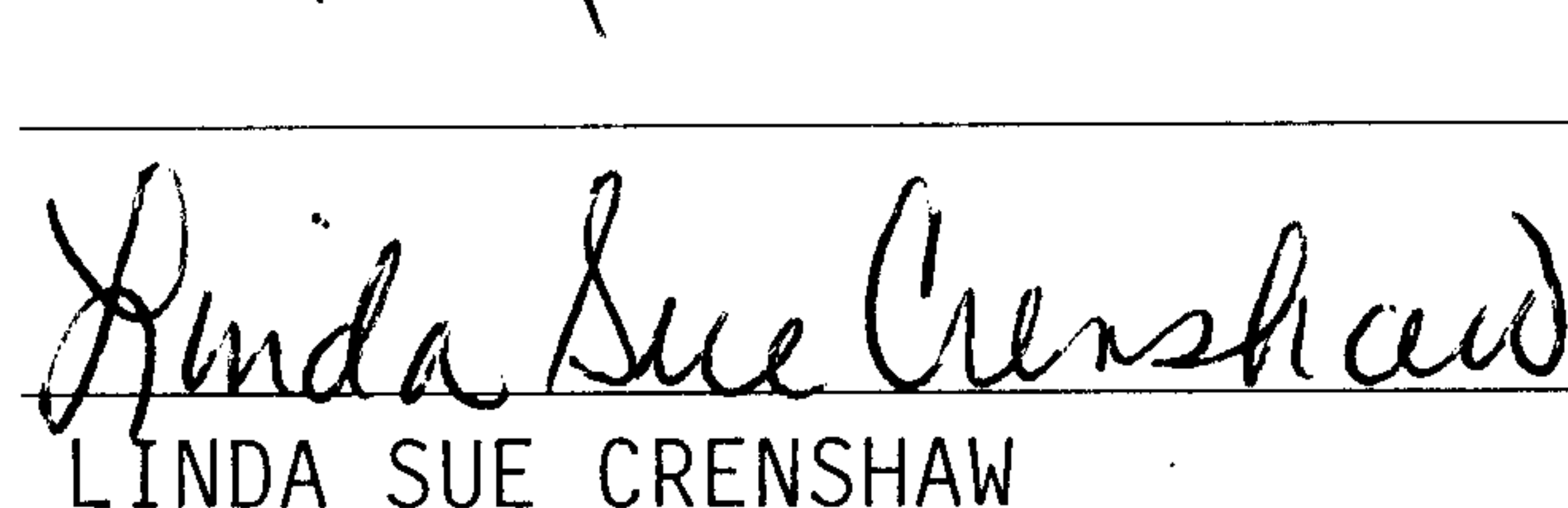
By initialing, I acknowledge this is page 5 of 6
of the Mortgage.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

 (Seal)
BILLY WAYNE CRENSHAW -Borrower

(Seal)
 -Borrower
LINDA SUE CRENSHAW (Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgement]

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, Thomas R. Seale, a notary public,
hereby certify that Billy Wayne Crenshaw, whose
name(s) and Linda Sue Crenshaw are signed to the foregoing Security Instrument and who are known to me, acknowledge before me on this day that, being
informed of the contents of the Security Instrument, they executed the same voluntarily on the day the same bears date.
Given under my hand this 26th day of April, 2005.


(Signature of person taking acknowledgement)

Notary Public
(Title of officer)

My commission or term of office expires on 11/7/2005

(Seal, if any)

Prepared by:
DEBBIE MCANALLY

After recording return to:
Colonial Bank, NA
2998 Pelham Parkway
Pelham, AL 35124



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Shelby Cnty Judge of Probate, AL
05/06/2005 08:43:41AM FILED/CERT

EXHIBIT A
PAGE 1 of 6

THE FOLLOWING DESCRIBED PROPERTY, TO WIT: BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE RUN WEST ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 820.47 FEET TO THE SOUTHWEST RIGHT OF WAY BOUNDARY OF KINGDOM ROAD (SHELBY COUNTY HWY NO. 28) THENCE TURN AN ANGLE OF 139 DEGREES 06 MINUTES TO THE LEFT AND RUN ALONG SAID SOUTHWEST RIGHT OF WAY BOUNDARY A DISTANCE OF 701.30 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED BY DEED RECORDED IN DEED BOOK 249, PAGE 410; THENCE TURN AN ANGLE OF 90 DEGREES TO THE RIGHT AND RUN A DISTANCE OF 775 FEET ALONG THE NORTHWESTERLY BOUNDARY OF THE PROPERTY DESCRIBED IN SAID DEED TO THE NORTHWEST CORNER THEREOF, BEING THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE CONTINUE IN THE SAME DIRECTION TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 31; THENCE RUN EAST ALONG THE SOUTH BOUNDARY OF SAID QUARTER QUARTER SECTION TO THE NORTHWESTERLY BOUNDARY OF THE PROPERTY CONVEYED TO GRANTORS BY DEED RECORDED IN DEED BOOK 274, PAGE 627; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY BOUNDARY OF THE PROPERTY DESCRIBED IN SAID DEED A DISTANCE OF 117 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY DESCRIBED IN DEED RECORDED IN SAID DEED BOOK 249, PAGE 410; THENCE RUN NORTHWESTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF THE PROPERTY DESCRIBED IN SAID DEED A DISTANCE OF 28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Permanent Parcel Number: 20-9-31-0-000-009.001



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Shelby Cnty Judge of Probate, AL
05/06/2005 08:43:41AM FILED/CERT

EXHIBIT A
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THE FOLLOWING REAL ESTATE SITUATE IN SHELBY COUNTY, ALABAMA, TO-WIT: A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31 TOWNSHIP 21 SOUTH, RANGE 1 EAST, MORE, PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, AND RUN WESTERLY ALONG THE NORTH SIDE OF THE SAID SECTION FOR 820.47 FEET TO AN IRON ON THE SOUTHWEST RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 28, THEN TURN AN ANGLE OF 139 DEGREES 06 MINUTES TO THE LEFT AND RUN SOUTHEASTERLY ALONG THE SOUTHWEST RIGHT OF WAY OF SAID ROAD NUMBER 28 FOR 686.30 FEET TO A POINT IN CENTERLINE OF A 30 FOOT WIDE ACCESS EASEMENT WHICH PROVIDES ACCESS TO THE PARCEL HEREIN DESCRIBED, THEN TURN AN ANGLE OF 90 DEGREES 00 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE 30 FOOT WIDE ACCESS EASEMENT FOR 851.71 FEET, THEN TURN AN ANGLE OF 90 DEGREES 30 MINUTES TO THE RIGHT AND RUN NORTHWESTERLY FOR 15.00 FEET TO THE POINT OF BEGINNING. THEN CONTINUE ALONG THE SAME LINE RUNNING NORTHWESTERLY FOR 166.17 FEET, THEN TURN AN ANGLE OF 89 DEGREES 30 MINUTES TO THE RIGHT AND RUN NORTHEASTERLY FOR 252.18 FEET, THEN TURN AN ANGLE OF 90 DEGREES 30 MINUTES TO THE RIGHT AND RUN SOUTHEASTERLY FOR 166.17 FEET TO A POINT ON THE WEST SIDE OF THE SAID 30 FOOT WIDE ACCESS EASEMENT, THEN TURN AN ANGLE OF 89 DEGREES 30 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE WEST SIDE OF THE 30 FEET WIDE ACCESS EASEMENT FOR 262.18 FEET BACK TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 1.00 ACRES, AND IS SUBJECT TO THE EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAYS OF RECORD.

Permanent Parcel Number: 20-9-31-0-0000007.002



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EXHIBIT A
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SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 21
SOUTH, RANGE 1 EAST, AND RUN WESTERLY ALONG THE NORTH SIDE OF
SAID SECTION FOR 820.47 FEET TO AN IRON ON THE SOUTHWEST
RIGHT OF WAY OF SHELBY COUNTY ROAD NO. 28; THENCE TURN AN
ANGLE OF 139 DEGREES 06 MINUTES TO THE LEFT AND RUN
SOUTHEASTERLY ALONG THE SOUTHWEST RIGHT OF WAY OF SAID ROAD
NUMBER 28 FOR 686.30 FEET TO A POINT IN CENTERLINE OF A 30
FOOT WIDE ACCESS EASEMENT WHICH PROVIDES ACCESS TO THE PARCEL
HEREIN DESCRIBED; THENCE TURN AN ANGLE OF 90 DEGREES 00
MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE 30 FOOT
WIDE ACCESS EASEMENT FOR 851.71 FEET; THENCE TURN AN ANGLE OF
90 DEGREES 30 MINUTES TO THE RIGHT AND RUN NORTHWESTERLY FOR
15.00 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE OF
90 DEGREES 30 MINUTES TO THE LEFT AND RUN SOUTHWESTERLY FOR
100.00 FEET; THENCE TURN AND RUN NORTHWESTERLY FOR 240.55
FEET; THENCE TURN AN ANGLE OF 89 DEGREES 30 MINUTES TO THE
RIGHT AND RUN NORTHEASTERLY FOR 362.18 FEET; THENCE TURN AN
ANGLE OF 90 DEGREES 30 MINUTES TO THE RIGHT AND RUN
SOUTHEASTERLY FOR 74.38 FEET; THENCE TURN AN ANGLE OF 89
DEGREES 30 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY FOR
262.18 FEET; THENCE TURN AN ANGLE OF 89 DEGREES 30 MINUTES TO
THE LEFT AND RUN SOUTHEASTERLY FOR 166.17 FEET BACK TO THE
POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 1.00
ACRES, MORE OR LESS.

Permanent Parcel Number: 20-9-31-0-000-007.003

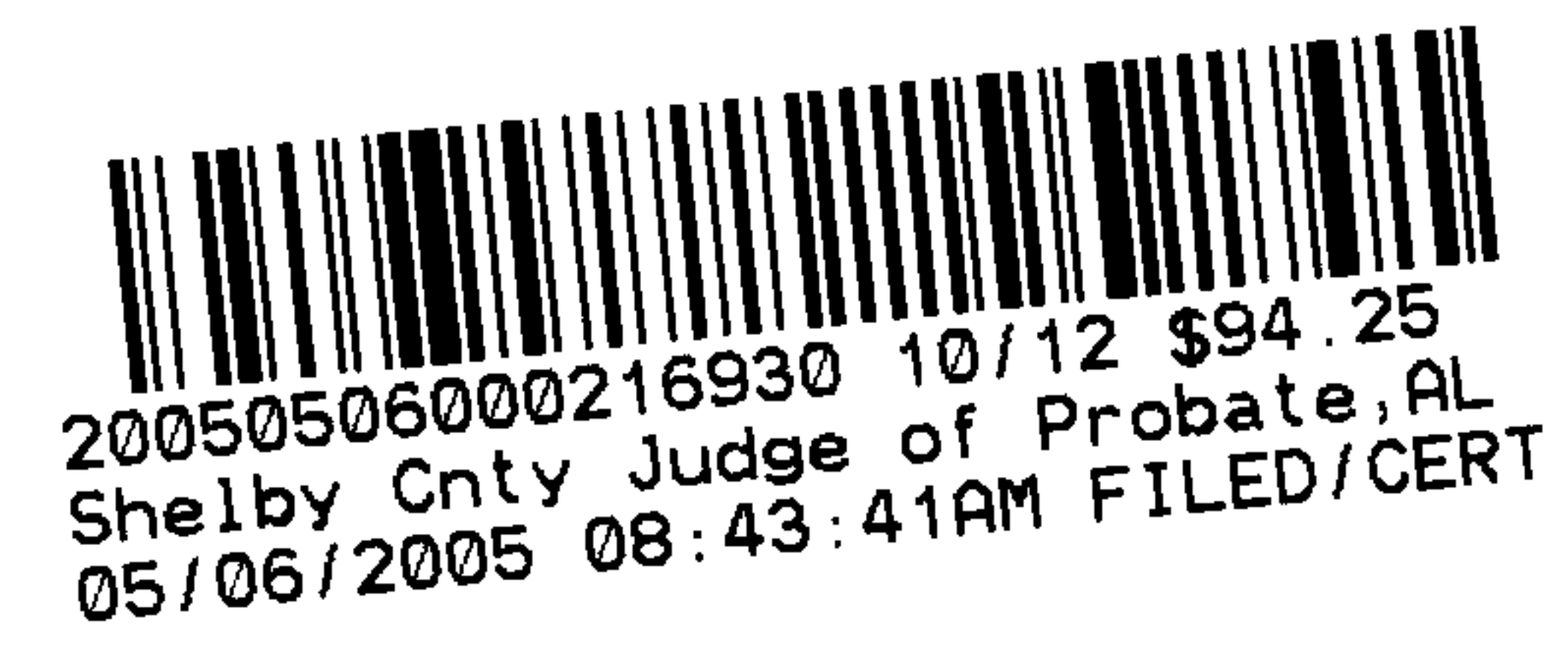


EXHIBIT A
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SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

A PORTION OF THE NORTHEAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/2 OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, AND RUN NORTH ALONG THE WEST SIDE OF SAID NORTHEAST 1/4 OF NORTHEAST 1/4 428 FEET; THAN TURN RIGHT 54 DEGREES AND RUN NORTHEASTERLY FOR 362 FEET; THEN TURN RIGHT 79 DEGREES 30 MINUTES AND RUN SOUTHEASTERLY FOR 148.62 FEET; THEN TURN RIGHT 89 DEGREES 30 MINUTES AND RUN SOUTHWESTERLY FOR 362.18 FEET; THEN TURN LEFT 89 DEGREES 30 MINUTES AND RUN SOUTHEASTERLY FOR 370.55 FEET; THEN TURN RIGHT 89 DEGREES 30 MINUTES AND RUN SOUTHWESTERLY FOR 150 FEET TO THE SOUTH SIDE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/2 OF SAID SECTION; THEN TURN RIGHT 46 DEGREES AND RUN WEST ALONG SOUTH LINE FOR 256 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 4 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

Permanent Parcel Number: 20-9-31-0-000-007.004

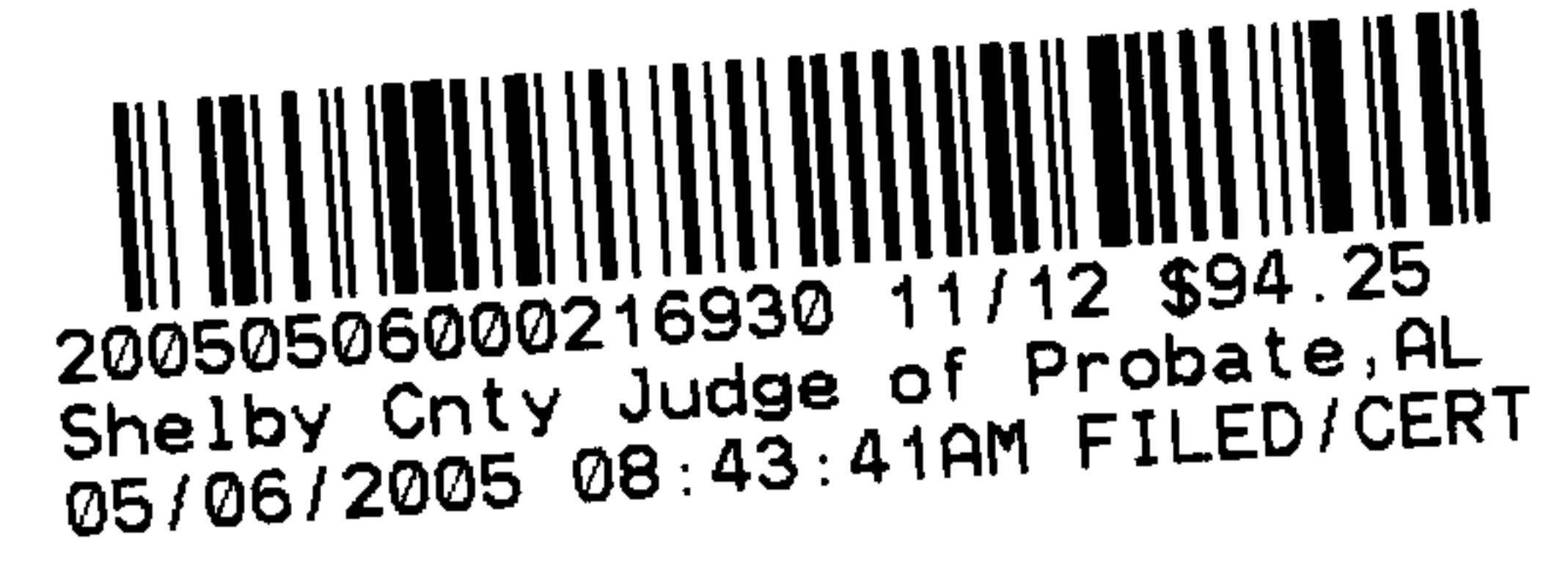


EXHIBIT A
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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE SHELBY COUNTY, ALABAMA TO WIT:

COMMENCE AT THE SOUTHWESTERLY CORNER OF THE NORTHEAST-1/4, NORTHEAST-1/4 OF SECTION 31 TOWNSHIP 21 SOUTH RANGE 1 EAST OF SAID SECTION: BEING THE SAME AS THE CENTER OF THE NORTHEAST-1/4 OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE 428 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 180 FEET ALONG WEST LINE; THENCE TURN 54 DEGREES RIGHT TO THE NORTHEAST FOR A DISTANCE OF 220 FEET; THENCE TURN 79 DEGREES 30 MINUTES RIGHT TO THE SOUTHEAST FOR A DISTANCE OF 150 FEET; THENCE TURN 79 DEGREES RIGHT TO THE SOUTHWEST FOR A DISTANCE OF 362 FEET TO THE POINT OF BEGINNING. BEING 1 ACRE, MORE OR LESS.

Permanent Parcel Number: 20-9-31-0-000-007.000



20050506000216930 12/12 \$94.25
Shelby Cnty Judge of Probate, AL
05/06/2005 08:43:41AM FILED/CERT

EXHIBIT A
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THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY
COUNTY, ALABAMA, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 21
SOUTH, RANGE 1 EAST; THEN WEST 820.47 FEET TO THE SOUTHWEST
RIGHT OF WAY OF COUNTY HWY. NUMBER 28; THEN SOUTHEAST ALONG
RIGHT OF WAY 671.3 FEET; THEN TURN 90 DEGREES TO THE RIGHT
AND RUN A DISTANCE OF 589.67 FEET TO THE POINT OF BEGINNING;
THEN CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF
362.16 FEET, MORE OR LESS, TO THE BILLY WAYNE CRENSHAW AND
LINDA SUE CRENSHAW PROPERTY; THEN TURN 90 DEGREES TO THE LEFT
AND RUN A DISTANCE OF 30 FEET, MORE OR LESS, TO THE HOWARD
FOSTER AND KAY FOSTER PROPERTY; THEN TURN 90 DEGREES TO THE
LEFT AND RUN DISTANCE OF 362.16 FEET; THEN TURN LEFT AND RUN
30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Permanent Parcel Number: 20-9-31-0-000-007.006