

When Recorded, Return To: This Document Prepared By: CHARITA HUNT Wachovia Bank, National Association Wachovia Bank, National Association Retail Credit Servicing Retail Credit Servicing P.O. Box 50010 P.O. Box 50010 Roanoke, VA 24022 Roanoke, VA 24022 MI GWUNN OPEN-END MORTGAGE June, 2005 THIS MORTGAGE is made this day 14 between the Mortgagor, JOHN IRVIN KINNEY; LEIGH KINNEY HUSBAND AND WIFE; (herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, VA 0343, Charlotte, North Carolina 28288-0343 (herein "Lender"). The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed which loan is an open-end line of credit as evidenced by Borrower's U.S.\$ 237900.00 Prime Equity Line of Credit Agreement and Disclosure Statement dated \_\_\_\_\_\_06/14/05 and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on 06/13/45 THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control. TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property located in the County of \_\_\_\_\_ State of Alabama: SHELBY DEED DATE:02/14/77 RECORDED: 02/21/77 BOOK/INST: 303 PAGE: 863 PARCEL/TAX ID #:03-6-24-0-000-004.000 TWP/BORO:CITY OF LEEDS SEE ATTACHED LEGAL which has the address of <u>98 HOLLYBROOK LANE</u> 35094 LEEDS AL and Parcel No. 03-6-24-0-000-004.000 (herein "Property Address");

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

agreements of this Mortgage, as if the Rider were a part hereof.

against all claims and demands, subject to encumbrances of record.

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements,

rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property

covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the

covenants and agreements of the Rider shall amend and supplement the covenants and

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 covenants that Borrower warrants and will defend generally the title to the Property

to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

- 2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 4. Hazard Insurance. a) 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 but not limited to floods, 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 section 6.
- b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee 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.
- c) 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 Mortgage, 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 Mortgage, whether or not then due. The 30-day period will begin when the notice is given.
- d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Borrower hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Borrower presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Borrower any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Borrower further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Borrower fail to provide any required endorsement and/or execution within 30 days after Lender sends Borrower notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Borrower's signature, Borrower hereby authorizes Lender to endorse said instrument and/or document(s) on Borrower's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Borrower create a fiduciary or agency relationship between Lender and Borrower.
- e) Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 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 Mortgage.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.



Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without the co-signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Mortgage. Borrower shall not be released from Borrower's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

- 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.
- 14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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 given in accordance with section 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the

expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower.

"N-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 16. Default; Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this entire Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale, in some newspaper published in said county, and upon payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Borrowers, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Borrowers or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.
- 17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower pays Lender all sums which then would be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that so long as Borrower is not in default hereunder, Borrower shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Borrower or to any other person claiming any interest in the Property for any rents received after foreclosure.

- 19. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (a) any such loan charges 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 Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
- 20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.
- 21. Satisfaction. When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.
- 22. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.
- 23. 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.

As used in this section 23, "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 section 23, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

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Signed, sealed and delivered by:		
Jahn Jam Ken	[SEAL]	
Borrower JOHN IRVIN KINNEY	[SEAL]	
Borrowér		
TOUR HALLIN	[SEAL]	11 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Borrower LEIGH KINNEY		20050721000364//0 5// \$000 Shelby Cnty Judge of Probate, AL 07/21/2005 09:19:13AM FILED/CERT
	[SEAL]	0//21/2005 05.15.
Borrower		
State of <u>Alabama</u>		
County of Shuba		
	her	eby certify appeared
JOHN IRVIN KINNEY;		
whose name(s) is/are signed to the foregoing	conveyance and	who is/are known to me, acknowledge
before me on this day, that, being informed of th	e contents of this	conveyance,
JOHN IRVIN KINNEY;	LEIGH KINNEY HUS	BAND AND WIFE;
executed the same voluntarily on the date of the same voluntarily		
GIVEN under my hand and official seal this	day of	-yun-, -ous.
		SPICE
	(Notary Publ	
		mne stice
	Notary Publ	tc (Name Typed or Printed) MY COMMISSION
	My Commis	sion Expires: EXPIRES SEPTEMBER 9, 200
	IVIY COITHIIIS	SIOII EAPHOS
NOTICE TO PROBATE JUDGE		
This Mortgage secures open-end or revolving therefore, under Section 40-22-21(1)b, Code of tax on this Mortgage should not exceed \$.15	f Alabama 1976, a	as amended, the mortgage filing privilege
\$237900.00 provided for herein, which is the Mortgage at any one time.  Wachovia Bank, N.A.		
By		
1+c		

## Legal Description

Reference Number: 0514000337

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF LEEDS, IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED IN A DEED DATED 02/14/1977 AND RECORDED 02/21/1977IN BOOK 303, PAGE 863 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE. PARCEL ID NUMBER: 03-6-24-0-000-004.000.

20050721000364770 6/7 \$385.85 Shelby Chty ludge of Daniel

20050721000364770 6/7 \$385.85 Shelby Cnty Judge of Probate, AL 07/21/2005 09:19:13AM FILED/CERT The land referred to in this policy is described as follows:

A percel of land situated in a portion of the East half of the Northeast Quarter of Section 24, Township 18 South, Range 1 West; said percel of land located South of Lot 14, of the Hollybrook Lake Company, Corporation subdivision, as recorded in Map Book 4, page 74 in the Probate Office of Shelby County, Alabama, said parcel being more particularly described as follows:

From the Northeast corner of Lot 14, a point that is not recoverable on the ground but is calculated according to the survey of Hollybrook Lake Company, Corporation made by Charles H. Peny Jr., Alabama License Number 2552 rum

Corporation made by Charles H. Peny Jr., Alabama License Number 2552 rum

Southwesterly 117.40 feet to the most southerly corner of Lot 14; thence continuing southwesterly deflecting 21 degrees 24 minutes 00 seconds left 295.40 genes 17 minutes feet to a concrete marker thence Southeasterly deflection 52 degrees 17 minutes 00 seconds left 45.00 feet to a concrete marker; thence continuing Southeasterly deflecting 180 degrees 00 minutes 00 seconds 63.00 feet to a 2 1/2 inch capped pipe the point of beginning of the herein described tract; thence southwesterly deflecting 32 degrees 40 minutes 00 seconds right 256.00 feet to a 2 1/2 inch capped pipe; thence southeasterly deflecting 90 degrees 00 minutes 00 seconds left 275.00 feet to a 2 1/2 inch capped pipe; thence northwesterly deflecting 90 degrees 00 minutes 00 seconds left 275.00 feet to a 2/12 inch capped pipe; thence northwesterly deflecting 90 degrees 00 minutes 00 seconds left 275.00 feet to a 2/12 inch capped pipe, the point of beginning.

Description of access road:

A strip of land 10 feet wide on each side of centerline, described as follows:

From the northeast corner of lot 14; a point that is not recoverably on the ground but is calculated according to the survey of Hollybrook Lake Company Corporation made by Charles H. Peay Jr. Alabama License Humber 2552, and recorded in Map Book 4, page 74, in the Probate Office of Shelby County, Alabama run Southwesterly 117.40 feet to the most southerly corner of Lot 14; thence continuing southwesterly deflecting 21 degrees 24 minutes 00 seconds left 295.40 feet to a concrete marker; thence southeasterly deflecting 52 degrees 17 minutes 00 seconds left 45.00 feet to a concrete marker; thence continuing southeasterly deflecting 180 degrees 00 minutes 00 seconds 63.00 feet to a 2 1/2 inch capped pipe; thence southwesterly deflecting 32 degrees 40 minutes 00 seconds right 147.00 feet to the centerline of an existing access road, the point of beginning of the herein described easement; thence northwesterly deflecting 95 degrees 35 minutes 00 seconds right 12.00 feet to a point on the centerline of said access road; thence continuing northwesterly deflecting 18 degrees 10 minutes 00 seconds right 73.00 feet to the centerline of an existing public road, the point of ending of said easements and being a part of the Bast half of the Northeast Quarter of Section 24, Township 18 South Range 1 West. Situated in Shelby County, Alabama.

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SHELBY COUNTY JUNGE OF PROBATE

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