

TENANTS IN COMMON AGREEMENT

THIS AGREEMENT executed this 12th day of May, 2006, by and between **FRANK ANDERSON, IV**, an individual, **EDWARD TUTWILER ANDERSON**, an individual, **CARL ADAMS III**, an individual, **CLARENCE BISSELL BLAIR**, an individual, **F & J PARTNERSHIP**, an Alabama general partnership, and **F & J OIL, INC.**, an Alabama corporation (herein referred to individually as a "Party" or collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties each own fee simple title as tenants in common to an undivided interest in the property described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Parties desire to provide for the management and disposition of such Property;

NOW, THEREFORE, for the mutual consideration herein contained, it is agreed as follows:

1. Ownership Interests. The Parties shall have an Ownership Interest (as herein defined) in all payments and other income received from the operation, lease and sale of the Property. As used herein, "Ownership Interest" shall mean, in the case of each of the Parties hereto, an undivided interest in the following percentages set forth opposite the name of each of the Parties:

Frank Anderson, IV
3400 Oakdale Drive
Birmingham, Alabama 35223

\$500,000

8.623% *FA*

Edward Tutwiler Anderson
5198 Cahaba Beach Lane
Birmingham, Alabama 35242

\$500,000

8.623% *ETA*

Carl Adams, III
3980 Cahaba Beach Road
Birmingham, Alabama 35242

\$500,000

8.623% *CAE*

Clarence Bissell Blair
2306 Brookshire Place
Birmingham, Alabama 35213

\$100,000

1.725% *CB*

F & J Partnership, an Alabama general
partnership
c/o Alexander W. Jones, Jr.
800 Financial Center
Birmingham, Alabama 35203

\$3,977,392.42

68.59% *aw & J*



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Shelby Cnty Judge of Probate, AL
05/16/2006 10:22:39AM FILED/CERT

F & J Oil, Inc., an Alabama corporation
c/o Alexander W. Jones, Jr.
800 Financial Center
Birmingham, Alabama 35203

328.94
\$221,980.43 3.817% *awj*

Total

100%

2. **Expenses.** Each Party shall contribute its respective Ownership Interest of the principal, interest, real and personal property taxes and all other costs and expenses for the acquisition, operation, improvement, development and maintenance of the Property.

3. **Default.** In the event that any Party is unable or refuses to pay its respective Ownership Interest of such costs and expenses, the other Parties are authorized to make such payment or payments on the non-paying Parties behalf. Any amounts so advanced by a Party on behalf of a non-paying Party shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate as published in the *Wall Street Journal* from the date of the advance and shall be due immediately upon written demand for payment in the manner hereinafter provided. If the full amount of such advance or advances, together with interest thereon, is not paid by the Party for whom such advance was made within thirty (30) days after notice of demand for payment, then such Party shall be a defaulting Party hereunder. In the event of the sale, disposition or other transfer of all or part of the Property, including a sale, disposition or transfer pursuant to Sections 5 and 6 of this agreement, the net proceeds of the sale shall be distributed in the following order of priority: first to reimburse the non-defaulting Party or Parties for payments made on behalf of the defaulting Party plus the interest thereon; then, the Parties shall be paid in accordance with their respective Ownership Interests in the Property. In the event of the sale of the Property at a loss, such defaulting Party or Parties shall bear the respective Ownership Interest of such loss. The non-enforcement of any provision under this section by a non-defaulting Party against a defaulting Party shall not constitute a waiver of any such rights by the

4. **Restrictions.**

(a) Sale of an Ownership Interest. No Party shall sell, transfer, seek a petition for a sale of the Property by division, or otherwise dispose of its undivided interest in the Property without first giving written notice to the other Parties of its intention to do so. The notice shall set forth the terms and conditions (the "Terms") on which the offering Party proposes to sell, transfer, or otherwise dispose of its interest, and the identity of the person or persons to whom it is proposed to sell or transfer such interest. The non-offering Parties shall have thirty (30) days after the receipt of such notice in which to elect to acquire the interest on the Terms, less the amount of any unpaid Mortgage balance or other encumbrance against the interest, provided that if the Terms are less than the fair market value of the interest at the time of the proposed sale, then any acquisition of the interest by the other Parties shall be at fair market value. If the Parties to whom the notice is given do not elect to acquire the interest on the terms provided herein with the 30-day period, then the Party giving the notice shall have the right to sell, transfer or otherwise dispose of its interest on the Terms for a period of ninety (60) days after the expiration of the 30-day period. After the expiration of the 60-day period, the Party giving the notice shall not sell, transfer or otherwise dispose of its interest without again complying with the terms of this paragraph. If a Party to whom notice is given elects to purchase, the closing shall occur within sixty (60) days thereafter or its right to purchase shall terminate.

5. **Right to Sell or Encumber Ownership Interests.** No Party shall have the right to sell, transfer, dispose of or encumber the Property without Unanimous Consent. Without limiting the foregoing, any Party may sell, transfer, dispose or encumber its Ownership Interest without the consent of the Parties so long as such Party complies with the provisions contained in this Agreement.

6. **Dissolution or Bankruptcy of a Party.** Upon the dissolution or bankruptcy of a Party, the other Parties (the "Survivors") shall have the option to purchase the dissolved or bankrupt Party's (the "Other Party's") interest in the Property for the then fair market value of the Other Party's Ownership Interest in the Property. The option shall be exercised within sixty (60) days after the dissolution of a Party and the closing shall occur within sixty (60) days thereafter.

7. **Fair Market Value.** "Fair market value", as used in this Agreement, shall be determined by appraisal at the time of the triggering event. The appraiser shall be selected by the Unanimous Consent by the Parties, and its appraisal shall be conclusive.

8. **Notice.** Any and all notices and demands given under this Agreement shall be in writing and shall be delivered personally or given by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses as set forth in Paragraph 1 above, or at such other addresses as a Party may designate on written notice.

9. **Benefit.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and their respective legal representatives, successors and assigns.

10. **No Partnership Intended.** The Parties expressly do not intend hereby to form a partnership under the partnership act of any state. The Parties do not intend to be partners one to another, or partners as to any third Party.

11. **Headings.** The headings and titles in this Agreement are intended for convenience only and do not have and shall not be ascribed any weight in the interpretation hereof.

12. **Further Assurances.** Each Party hereto agrees hereafter to execute, acknowledge, deliver, file, record, and publish such further certificates, instruments, agreements and other documents, and to take all such further action as may be required by law or to be necessary or useful in furtherance of the purposes and objectives and intentions underlying this Agreement and not inconsistent with the terms hereof.

13. **Specific Performance.** The Parties recognize that irreparable injury will result from a breach of any provision of this Agreement, and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or

more of the provisions of this Agreement, any Party who may be injured (in addition to any other remedies which may be available to that Party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

14. Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Alabama.

15. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are deemed to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. If any provision of this Agreement shall be considered to violate any common law or statutory rule pertaining to the Rule Against Perpetuities, then such provision shall be construed so that the time period relating to the right or interest in real property conveyed or otherwise granted shall be deemed to expire immediately before the maximum time period allowed by such common law or statutory rule of which the provision would otherwise be in violation.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original instrument and all of which, when taken together, shall constitute one and the same agreement.

17. Options to Purchase; Rights of First Refusal. Any options to purchase an interest in the Property, rights of first refusal or other similar options in real property granted by this Agreement shall be valid, binding and enforceable for a period of twenty (20) years from the date of execution of this Agreement.

18. Termination. This Agreement shall terminate upon the sale of the Property or upon all the Parties consent in writing to the termination of this Agreement; provided, however, that any unpaid payment obligations owing from one Party to another shall survive until paid in full.

19. Parties' Activities. Without limiting the Manager's authority herein granted, the Parties' activities shall be limited to those customarily performed in connection with the maintenance and repair of rental real property.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals as of the date and year first above written.

Frank Anderson IV
Frank Anderson, IV

Edward Tutwiler Anderson
Edward Tutwiler Anderson

Carl Adams, III
Carl Adams, III

Clarence Bissell Blair
Clarence Bissell Blair

By: Alexander J. Smith
F&J Partnership, an Alabama general partnership

By: Alexander J. Smith
F&J Oil, Inc., an Alabama corporation

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Frank Anderson, IV** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.

[SEAL]

Charles M. Smith
NOTARY PUBLIC
My commission expires: 12/28/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20060516000230020 6/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/16/2006 10:22:39AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Edward Tutwiler Anderson** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.

[SEAL]



NOTARY PUBLIC

My commission expires: 12/28/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Carl Adams, III** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.

[SEAL]



NOTARY PUBLIC

My commission expires: 12/28/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Clarence Bissell Blair** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.


[SEAL]



NOTARY PUBLIC

My commission expires: 12/28/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


20060516000230020 7/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/16/2006 10:22:39AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Alexander W. Jones, Jr., for F&J Partnership, an Alabama general partnership** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.

[SEAL]


NOTARY PUBLIC

My commission expires: 12/28/2007

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Alexander W. Jones, Jr., for F&J Oil, Inc., an Alabama corporation** whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand, and official seal this 12th day of May, 2006.

[SEAL]


NOTARY PUBLIC

My commission expires: 12/28/2007

**THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:
Claude McCain Moncus
Corley Moncus, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, AL 35209**

EXHIBIT "A"

Parcel I

A TRACT OF LAND SITUATED IN THE WEST ½ OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 30 AND RUN EASTERLY ALONG THE SOUTH LINE OF SAID NORTH ½ FOR 1788.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CAHABA BEACH ROAD; THENCE TURN 55 50'14" LEFT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 293.36 FEET; THENCE TURN 02 36'02" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 151.69 FEET; THENCE TURN 03 55'37" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 114.74 FEET; THENCE TURN 104 07'05" LEFT AND RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY FOR 13.90 FEET; THENCE TURN 102 20'16" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 23.58 FEET; THENCE TURN 05 23'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 84.66 FEET; THENCE TURN 22 16'00" LEFT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 160.75 FEET; THENCE TURN 07 38'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 168.99 FEET; THENCE TURN 07 52'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 102.46 FEET; THENCE TURN 10 42'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 129.11 FEET; THENCE TURN 20 46'26" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 54.75 FEET TO THE SOUTHWEST CORNER OF LOT 2029 OF BROOK HIGHLAND 20TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 148 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN 102 07'38" LEFT AND RUN NORTHWESTERLY FOR 1247.59 FEET; THENCE TURN 53 28'43" RIGHT AND RUN NORTHEASTERLY FOR 2027.96 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 30; THENCE TURN 110 33'39" LEFT AND RUN WESTERLY ALONG SAID SECTION LINE FOR 2599.14 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30; THENCE TURN 90 23'14" LEFT AND RUN SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 30 FOR 3956.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 30 AND RUN EASTERLY ALONG THE SOUTH LINE OF SAID NORTH $\frac{1}{2}$ FOR 1788.94 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CAHABA BEACH ROAD; THENCE TURN 55 50'14" LEFT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 293.36 FEET; THENCE TURN 02 36'02" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 151.69 FEET; THENCE TURN 03 55'37" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 114.74 FEET; THENCE TURN 104 07'05" LEFT AND RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY FOR 13.90 FEET; THENCE TURN 102 20'16" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 23.58 FEET; THENCE TURN 05 23'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 84.66 FEET; THENCE TURN 22 16'00" LEFT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 160.75 FEET; THENCE TURN 07 38'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 168.99 FEET; THENCE TURN 07 52'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 20.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND SAID RIGHT-OF-WAY FOR 82.44 FEET; THENCE TURN 10 42'00" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 129.11 FEET; THENCE TURN 20 46'26" RIGHT AND RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR 54.75 FEET TO THE SW CORNER OF LOT 2029 OF BROOK HIGHLAND 20TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 148 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN 102 07'50" LEFT AND RUN NORTHWESTERLY FOR 161.15 FEET; THENCE TURN 127 10'18" LEFT AND RUN 324.98 FEET TO THE POINT OF BEGINNING.

Parcel II

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at a concrete monument found locally accepted to be the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section, thence run east along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and also along the North line of Eagle Ridge Apartments as recorded in Deed Book 67, on Page 967, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 71.35 feet to an iron pin found at the Southwest corner of Lot 1183 in Brook Highland 11th Sector Phase 2, an Eddleman Community, as recorded in Map Book 22, on Pages 36 A & B, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 64 deg. 42 min. 34 sec. and run in a northeasterly direction along the Northwest line of Lots 1183 through 1192 in said Brook Highland 11th Sector Phase 2 for a distance of 1,271.30 feet to the Northwest corner of said Lot 1192; thence turn an angle to the left of 200 deg. 23 min. 58 sec. and run in a northeasterly direction for a distance of 175.38 feet to a point on the North line of said $\frac{1}{4}$ - $\frac{1}{4}$; thence turn an angle to the left of 95 deg. 12 min. 45 sec. and run in a westerly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section

for a distance of 165.02 feet to a point; thence turn an angle to the left of 57 deg. 01 min. 00 sec. and run in a Southwesterly direction for a distance of 59.87 feet to a point on a curve to the left having a central angle of 11 deg. 51 min. 00 sec. and a radius of 560.01 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 115.82 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 322.42 feet to a point on a curve to the right having a central angle of 20 deg. 12 min. 00 sec. and a radius of 571.76 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 201.58 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 54.25 feet to a point on a curve to the right having a central angle of 95 deg. 25 min. 00 sec. and a radius of 63.80 feet; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 106.25 feet to a point; thence run tangent to last stated curve in a northwesterly direction for a distance of 60.53 feet to a point on the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an angle to the left of 137 deg. 11 min. 02 sec. and run in a southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 697.05 feet to the point of beginning. Being situated in Shelby County, Alabama.

Parcel III

A PARCEL OF LAND SITUATED IN SECTION 30, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 30; THENCE RUN WEST ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION FOR A DISTANCE OF 456.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST STATED COURSE FOR A DISTANCE OF 973.32 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 69 DEG. 23 MIN. 25 SEC AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 2,027.66 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 53 DEG. 30 MIN. 00 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 1,086.73 FEET TO THE WEST-MOST CORNER OF LOT 2029 IN BROOK HIGHLAND 20TH SECTOR, AS RECORDED IN MAP BOOK 16, PAGE 148 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 127 DEG. 10 MIN. 18 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 2029 THROUGH 2022 IN SAID BROOK HIGHLAND 20TH SECTOR FOR A DISTANCE OF 1,001.06 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 09 DEG. 14 MIN. 20 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 2022 THROUGH 2020 AND ALSO ALONG THE NORTHWEST LINE OF LOT 2131 IN BROOK HIGHLAND 21ST SECTOR, AS RECORDED IN MAP BOOK 18, PAGE 52 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 494.23 FEET TO THE SOUTHWEST CORNER OF LOT 2130 IN SAID BROOK HIGHLAND 21ST SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 25 DEG. 56 MIN. 01

SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 2130 & 2129 IN SAID BROOK HIGHLAND 21ST SECTOR FOR A DISTANCE OF 256.00 FEET TO THE SOUTHWEST CORNER OF LOT 2128 IN SAID BROOK HIGHLAND 21ST SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEG. 50 MIN. 17 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 2128 FOR A DISTANCE OF 170.55 FEET TO THE SOUTHWEST CORNER OF LOT 2127 IN SAID BROOK HIGHLAND 21ST SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 10 DEG. 45 MIN. 04 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 2127 & 2126 IN SAID BROOK HIGHLAND 21ST SECTOR FOR A DISTANCE OF 293.78 FEET TO THE SOUTHWEST CORNER OF LOT 2125 IN SAID BROOK HIGHLAND 21ST SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 07 DEG. 20 MIN. 40 SEC AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 2125 THROUGH 2122 IN SAID BROOK HIGHLAND 21ST SECTOR FOR A DISTANCE OF 519.65 FEET TO THE SOUTHWEST CORNER OF LOT 2121 IN SAID BROOK HIGHLAND 21ST SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 22 DEG. 49 MIN. 27 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 2121 & 2120 IN SAID BROOK HIGHLAND 21ST SECTOR FOR A DISTANCE OF 267.35 FEET TO THE SOUTHWEST CORNER OF LOT 2119 IN BROOK HIGHLAND 21ST SECTOR, PHASE II, AS RECORDED IN MAP BOOK 18, PAGE 129 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 15 DEG. 11 MIN. 00 SEC. AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 2119 FOR A DISTANCE OF 55.43 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BIRMINGHAM, AL 35203
400 SHYDES CHURCH BIRMINGHAM, AL 35203
COFFEY MOUNTAIN, AL 35203