

	as prepared by PINNACLE BAN ESTAVIA, AL 35216			
State of	f Alabama —————		Space Above This Line For Recording Data	
		MORTGAGI (With Future Advance C		
	RTIES. The date of this esses and tax identification		trument) is 06-13-2006 e as follows:	and the
MORTGAGOR	CHARLES GREGORY BANKS AND 222 SHOAL RIDGE DRIVE LEEDS, AL 35094	D SANDRA BANKS, HUSBAND A	ND WIFE	
☐ If checked, acknowledgr		ddendum incorporated	herein, for additional Mortgagors, their signature	es and
LENDER:	PINNACLE BANK			
	VESTAVIA OFFICE ORGANIZED AND EXISTING UND 2039 CANYON ROAD VESTAVIA		IF ALABAMA	
the Secured Debt	(defined below) and Mor mortgages to Lender, with	tgagor's performance u	t and sufficiency of which is acknowledged, and to nder this Security Instrument, Mortgagor grants, ban wing described property:	
The property is lo	cated in SHELBY	(County)	at 222 SHOAL RIDGE DRIVE	
• • • • • • • • • • • • • • • • • • • •	(Address)	LEEDS	, Alabama 35094 (City) (ZIP Cod	
ditches, and water any time in the	r stock and all existing an future, be part of the rea	d future improvements, I estate described above	eral rights, oil and gas rights, all water and riparian structures, fixtures, and replacements that may now (all referred to as "Property"). When the Secureonave been terminated, this Mortgage will become number of the secure	d Debi
exceed \$ 166,089.8 charges validly m	32 ande pursuant to this Secu	This limitation of the structure of the	ecured by this Security Instrument at any one time shon of amount does not include interest and other fethis limitation does not apply to advances made und to perform any of the covenants contained in this Se	ees and der the
A. Debt incurr below and	ed under the terms of all all their extensions, ren	promissory note(s), conewals, modifications o	ed Debt" is defined as follows:  atract(s), guaranty(ies) or other evidence of debt dest  r substitutions. (When referencing the debts below  te amounts, interest rates, maturity dates, etc.)	

ALABAMA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.
- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

  Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the
  - Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
- 11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents as long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender.
  - Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied.
- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

(page 2 of 4)

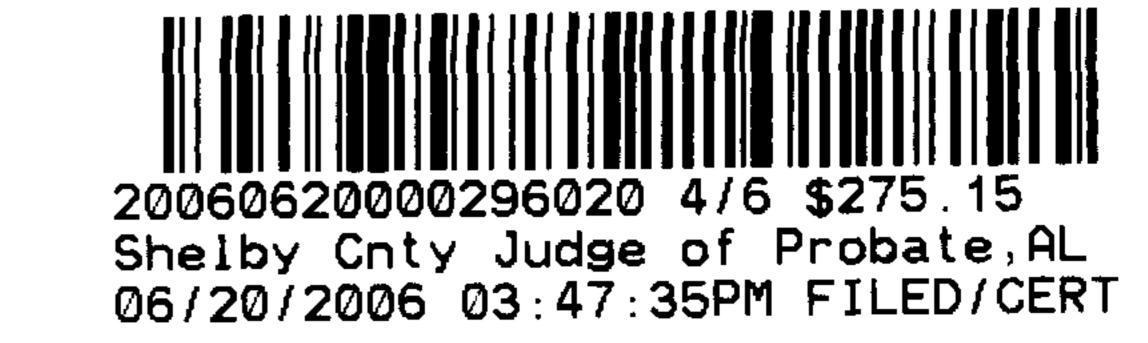
- 14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

If Lender invokes the power of sale, Lender will place in the United States mail a copy of the notice of sale to Mortgagor that Lender will cause to be published once a week for three consecutive weeks in a newspaper published in the county where the Property is located. Then, Lender will sell the Property to the highest bidder at public auction at the front door of the courthouse in the county where the Property is located. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender may opt to sell the Property in parcels or as a whole. Lender or its designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale will be applied in the following order: (a) to the expense of advertising, selling and conveying, including a reasonable attorney's fee; (b) the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. If the Secured Debt is subject to the Alabama Mini-Code, then reasonable attorneys' fees after default are available only when: the original amount financed exceeds \$300, the attorney is not the Lender's salaried employee, and the amount due does not exceed 15% of the unpaid debt after default. No attorneys' fees after default are available when the Secured Debt is an open-end credit plan and its unpaid balance is \$300 or less. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
  - Mortgagor represents, warrants and agrees that:
    - A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
    - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
    - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
    - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.



All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

- 20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to
- one mortgagor will be deemed to be notice to all mortgagors. 25. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property. 26. OTHER TERMS. If checked, the following are applicable to this Security Instrument: ☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debt and all underlying agreements have been terminated in writing by Lender. Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property. ☐ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes] □ Condominium Rider □ Planned Unit Development Rider □ Other ..... Additional Terms. SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 (Signature) CHARLES GREGORY BANKS (Witness as to all signatures) (Witness as to all signatures) ACKNOWLEDGMENT: STATE OF ALABAMA...... COUNTY OF JEFFERSON.

I, a notary public, hereby certify that CHARLES GREGORY BANKS; SANDRA BANKS, HUSBAND AND WIFE

and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the

conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this

(Notary Public)

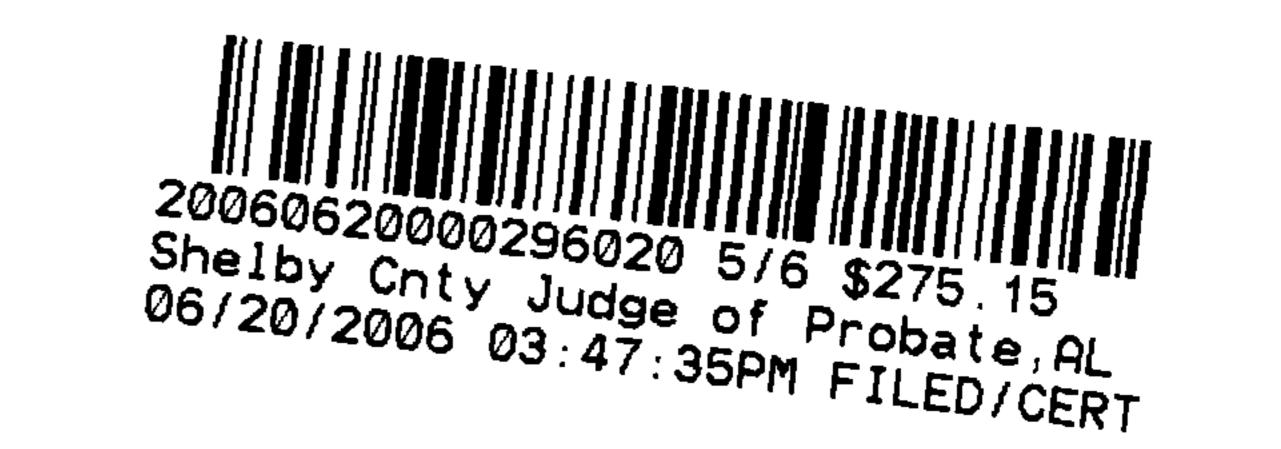
EDWARD A. DAVIDSON, JR.

My commission expires: 03-06-2007

(Seal)

day of JUNE, 2006

(Individual)



## Exhibit "A"

Parcel I

A part of the Southeast ¼ of the Southeast ¼ of Section 4, Township 18 South, Range 1 East, A part of the S½ of the Southwest ¼ of Section 3, Township 18 South, Range 1 East, also known as Lot 1, of Shoal Ridge Subdivision, being more particularly described as follows:

Commence at a found rebar corner that is the accepted Southeast corner of the Southeast ¼ of the Southwest ¼ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 85°38'57" West a distance of 609.36 feet to a set rebar corner and the point of beginning of the property Parcel 1, being described; thence run North 69°02'17" West a distance of 1446.89 feet to a steel rebar corner; thence run North 11°56'50" West a distance of 667.72 feet to a corner in the centerline of a sixty foot wide easement; thence run South 74°01'01" West along centerline of said centerline of said easement a distance of 706.79 feet to the P.C. of a curve to the left having a central angle of 48°59'37" and a radius of 200.00 feet; thence run along the arc of said easement centerline curve an arc distance of 171.02 feet to the P.T. of said curve; thence run tangent South 25°01'24" West along centerline of said easement a distance of 213.53 feet to a corner on the northerly margin of Alabama Highway No. 25; thence run South 89°42'55" East along said north margin of said Highway 25 a distance of 53.49 feet to the P.C. of a curve to the right having a central angle of 40°37'37" and a radius of 415.87 feet; thence run along the arc of said Highway curve an arc distance of 294.88 feet to the P.T. of said curve; thence run tangent South 49°05'18" East a distance of 265.45 feet to the P.C. of a curve to the right having a central angle of 62°00'18" and a radius of 270.00 feet; thence run along the arc of said highway curve an arc distance of 282.19 feet to a property corner; thence run South 85°38'57" East a distance of 1,779.70 feet to the point of beginning.

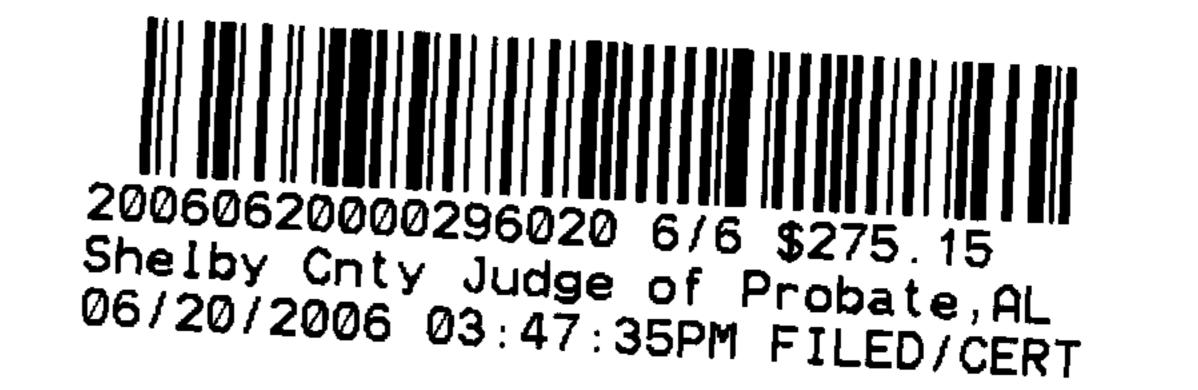
## Parcel II

A part of the Northwest ¼ of the Southwest ¼ and the S ½ of the Southwest ¼ of Section 3, Township 18 South, Range 1 East, also known as Lot 2, of Shoal Ridge Subdivision, being more particularly described as follows: Beginning at a found rebar corner that is the accepted Southeast corner of the Southeast ¼ of the Southwest ¼ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 03°04'43" East along the east line of said ¼ ¼ Section a distance of 90.56 feet to a rebar corner; thence run North 56°11'56" West a distance of 1,308.28 feet to a rebar corner; thence run North 41°42'07" West a distance of 1,000.85 feet to a rebar corner in the centerline of a sixty foot easement in a curve to the left having a central angle of 23°53'11" and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 72.96 feet to the P.T. of said curve; thence run tangent South 39°41'32" West a distance of 320.28 feet to the P.C. of a curve to the left having a central angle of 34°19'29" and a radius of 175.00 feet; thence run along the arc of said easement curve an arc distance of 104.84 feet to a rebar corner; thence run South 11°56'50" East a distance of 667.72 feet to a steel rebar corner; thence run South 69°02'17" East a distance of 1,446.89 feet to a steel rebar corner; thence run South 85°38'57" East a distance of 609.36 feet to the point of beginning.

## Parcel III

A non-exclusive sixty foot wide private access easement the centerline of which is described as follows: Commence at the Northeast corner of the Northwest ¼ of the Southeast ¼ of Section 3, Township 18 South, Range 1 East, Shelby County, Alabama and run thence North 85°55'35" West along the North line of said ¼ ¼ a distance of 476.76 feet to a point; thence run South 75°09'08" West a distance of 873.71 feet to a point in the centerline of a sixty foot wide access easement and the point of beginning on the centerline of the easement being described; thence run South 70°31'14" West 636.77 feet to a point; thence run South 70°20'55" West 427.02 feet

A DAY



to a point; thence run South 63°34'43" West 976.73 feet to the P.C. of the curve to the left having a central angle of 23°53'11" and a radius of 175.00 feet; thence run along the arc distance of 72.96 feet to the P.T. of said curve; thence run South 39°41'32" West 320.28 feet to the P.C. of a curve to the right having a central angle of 34°19'29" and a radius of 175.00 feet; thence run along the arc of said curve an arc distance of 104.84 feet to the P.T. of said curve; thence run South 74°01'01" West 706.79 feet to the P.C. of a curve to the left having a central angle of 48°59'37" and a radius of 200.00 feet; thence run along the arc of said curve an arc distance of 171.02 feet to the P.T. of said curve; thence run South 25°01'24" West a distance of 213.53 feet to the centerline of Alabama Highway No. 25 and the end of required easement. Less and except any part of Highway 25 right-of-way that lies within the description.

All being situated in Shelby County, Alabama.

Charles Gregory Banks

Sandra Banks