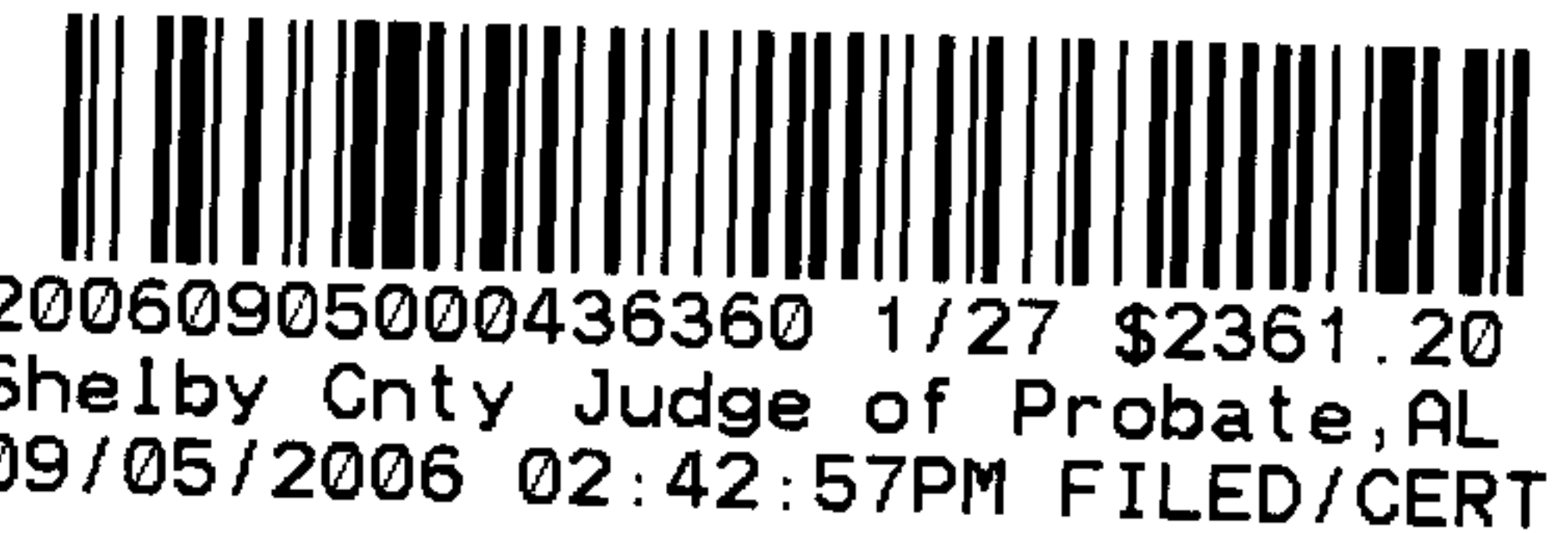


THIS INSTRUMENT PREPARED BY:

Bradley J. Sklar, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35209
(205) 930-5152

STATE OF ALABAMA
COUNTY OF SHELBY



RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

MORTGAGE

THIS INDENTURE made this 1st day of August, 2006, between **Heatherwood Holdings, LLC**, an Alabama limited liability company (hereinafter called the "Borrower" or the "Mortgagor", whether one or more), as mortgagor, and **Jonathan L. Kimerling** (hereinafter the said mortgagee and any subsequent holder of the Mortgage are referred to as the "Lender" or "Mortgagee" whether one or more), as mortgagee.

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender on a loan in the principal sum of One Million Five Hundred Fourteen Thousand Seven Hundred Sixty Five & no/100 Dollars (\$1,514,765.00) (the "Loan"), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated August 1st, 2006, payable to Lender with interest thereon (the "Note") on demand or as otherwise provided in the Note; and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancing of any part of the Note.

NOW, THEREFORE, the Borrower, in consideration of making the Loan above-mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancing of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (together with the Note and this Mortgage, the "Loan Documents"), has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, leasehold estates, buildings, improvements, and fixtures (hereinafter sometimes referred to as the "Mortgaged Property") to wit:

(a) All that tract or parcel or parcels of land and estates particularly described in **Exhibit A** attached hereto and made a part hereof;

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit A** and all fixtures attached thereto;

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or the improvements thereon or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject however to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorney's fees, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, and in the other Loan Documents, without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, sold and conveyed shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower further represents, warrants, covenants and agrees with the Lender as follows:

ARTICLE I

1.01 Performance of Mortgage, Note and Loan Documents. The Borrower will perform, observe and comply with all provisions hereof, and of the Note, and of the other Loan Documents, and will duly and punctually pay to the Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage and of the Loan Documents all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.02 Warranty of Title. Borrower hereby warrants that, subject to any exceptions shown on **Exhibit A** it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is shown on **Exhibit A** hereto, and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Environmental Matters. Borrower represents, warrants, and covenants as follows:

(a) No Hazardous Materials (hereinafter defined) have been, are, or will be while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" includes without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or material defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the

Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. Sections 6901, et seq.) the Clean Water Act, as amended (33 U.S.C. Sections 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (OSHA) pertaining to occupational exposure to asbestos, as amended, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property;

(c) All of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative order;

(d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property; and

(e) Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.03, or of any notice of other claim relating to the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties, and/or covenants herein to be inaccurate or misleading in any respect.

Borrower hereby agrees to indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation, warranty or covenant set forth in this Paragraph 1.03, (ii) Borrower's failure to perform any obligations of this Paragraph 1.03, (iii) Borrower's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events.

1.04 Taxes, Utilities and Liens.

(a) The Borrower will pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower promptly shall pay and will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of this Mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date thereof, or in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

(d) If required or requested by Lender at any time before payment in full of the indebtedness secured hereby, Borrower shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest; in addition, the Borrower shall also pay to Lender a cushion of up to one-sixth of the estimated annual amount due, but not exceeding the maximum amount allowed by the Real Estate Settlement Procedures Act and rules and regulations thereunder if such Act and the rules and regulations thereunder are applicable to this Mortgage. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, and any of the Loan Documents (subject, however, as hereinafter provided, to the provisions of any applicable law, rule or regulation). Notwithstanding the foregoing, in no event will Borrower be required to pay an amount pursuant to this Section 1.04 (either alone or in conjunction with amounts required for the payment of insurance under Section 1.05) which is in excess of the maximum amount allowed by any law, rule or regulation which is applicable to this Mortgage (including, without limitation, the Real Estate Settlement Procedures Act and rules and regulations thereunder (including, without limitation, provisions therein requiring that maximum escrow payments and cushions be calculated on an aggregate or composite basis), if such Act and the rules and regulations thereunder are applicable to this Mortgage), nor will the provisions of this Section 1.04 be applied or enforced in a manner which would be contrary to any law, rule or regulation applicable to this Mortgage.

1.05 Insurance.

(a) The Borrower will procure for, deliver to, and maintain for the benefit of the Lender during the life of this Mortgage insurance policies in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) If required or requested by the Lender at any time before payment in full of the indebtedness secured hereby, the Borrower shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Paragraph 1.04 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Paragraph 1.05; in addition, the Borrower shall also pay to Lender a cushion of up to one-sixth of the estimated annual amount due, but not exceeding the maximum amount allowed by the Real Estate Settlement Procedures Act and rules and regulations thereunder if such Act and the rules and regulations thereunder are applicable to this Mortgage. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled

with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Borrower agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Borrower with Lender pursuant to this Paragraph 1.05 to enable the Lender to pay such insurance premiums when due. Such sums may be applied by Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, and any of the Loan Documents (subject, however, as hereinafter provided, to the provisions of any applicable law, rule or regulation). Notwithstanding the foregoing, in no event will Borrower be required to pay an amount pursuant to this Section 1.05 (either alone or in conjunction with amounts required for the payment of taxes under Section 1.04) which is in excess of the maximum amount allowed by any law, rule or regulation which is applicable to this Mortgage (including, without limitation, the Real Estate Settlement Procedures Act and rules and regulations thereunder (including, without limitation, provisions therein requiring that maximum escrow payments and cushions be calculated on an aggregate or composite basis), if such Act and the rules and regulations thereunder are applicable to this Mortgage), nor will the provisions of this Section 1.05 be applied or enforced in a manner which would be contrary to any law, rule or regulation applicable to this Mortgage .

(d) Borrower agrees to furnish to Lender a flood insurance policy acceptable to Lender if the land described in Exhibit A attached hereto, or any portion thereof, is now or hereafter located in flood zone A or B or any other area where flood insurance is now or hereafter required by any applicable law, rule or regulation. If the Loan is made in connection with the construction of improvements upon the land described in Exhibit A, Borrower agrees to furnish to Lender an as-built survey of the Mortgaged Property within thirty (30) days after completion of the construction of the improvements to verify that no improvements are located within flood zone A or B and that flood insurance is not required.

1.06 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, which after deducting therefrom all its expenses, including attorney's fees may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such improvements, or to build new improvements in their place or for any other purpose satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

1.07 Care of the Property.

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender.

(d) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

(f) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower will promptly restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefore; provided, however, that if there are insurance proceeds, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.05, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower will promptly restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.06 toward restoring the damaged improvements.

1.08 Further Assurances; After Acquired Property. At any time, and from time to time upon request by the Lender, the Borrower will make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure by the Borrower so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Borrower and the Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after the Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.09 Offset. The Lender may, but shall not be obligated to, apply to the payment of the Note or other indebtedness secured hereby on or after an Event of Default, any funds or credit held by the Lender on deposit, in trust or otherwise, for the account of the Borrower.

1.10 Expenses. The Borrower will pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage or in any of the Loan Documents or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, or the Loan Documents, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.11 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance

coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, or of the other Loan Documents, then the Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be without demand, immediately repaid by the Borrower to the Lender with interest thereon at the greater of the rate of eight percent (8%) per annum or the rate set forth in the Note. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claims and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower for trespass or otherwise.

1.12 Transfers of Interests in Mortgaged Property or Borrower. The Borrower shall not sell, assign, mortgage, encumber, or otherwise convey the Mortgaged Property, or any interest therein, without obtaining the express written consent of the Lender prior to such conveyance. If Borrower should sell, assign, mortgage, encumber or convey all, or any part of, the Mortgaged Property, or any interest therein, without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender. On sale or transfer of any equity or beneficial interests in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, limited liability company, trust or other legal entity), Lender may, in Lender's sole discretion, declare the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all accrued interest thereon (or such parts as Lender may elect) to be immediately due and payable.

ARTICLE II

2.01 Event of Default. The term Event of Default, wherever used in this Mortgage, shall mean any one or more of the following events:

(a) Failure by the Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit, or other charge payable under the Note, this Mortgage or under any other Loan Document; or

(b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, or of any of the Loan Documents; or

(c) The filing by the Borrower or any guarantor of any indebtedness secured hereby of a voluntary petition in bankruptcy or the Borrower's or any guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's or any guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Borrower or any guarantor or of all or any substantial part of the Mortgaged Property; or

(d) The entry by a court of competent jurisdiction of any order, judgment, or decree approving a petition filed against the Borrower or any guarantor of any of the indebtedness secured hereby seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgement or decree remains unvacated and unstayed for an aggregate of ten (10) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or any guarantor or of all or any substantial part of the Mortgaged Property without the consent or acquiescence of the Borrower which appointment shall remain unvacated and unstayed for an aggregate of ten (10) days (whether or not consecutive); or

(e) The enforcement of any prior or junior lien or encumbrance on the Mortgaged Property or any part thereof or the failure to pay when due any amount owed under any note or other instrument secured by any prior or junior lien on the Mortgaged Property or any part thereof; or

(f) Any other event of default set forth in any of the Loan Documents.

(g) The death or dissolution of the Borrower or any guarantor of the Note or any other indebtedness secured hereby; or

(h) Any other event of default set forth in any of the Loan Documents.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Note; (b) to foreclose this Mortgage; and (c) to pursue any other remedy available to Lender, all as the Lender may elect.

2.04 Power of Sale. If an Event of Default shall have occurred Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect.

2.05 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to this Mortgage shall be applied as follows:

(a) First, to the expenses of making the sale, including, a reasonable attorney's fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Documents;

(c) Third, to the payment and satisfaction of the indebtedness secured hereby with interest to date of sale, whether or not all of such indebtedness be then due;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of sale, after deducting any expense of ascertaining who is such owner, or as may otherwise be provided by law.

2.06 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged

Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.07 Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

2.08 Borrower to Pay the Note on any Default in Payment; Application of Moneys by Lender. If default shall be made in the payment of any amount due under this Mortgage, the Note or the Loan Documents then, at the option of Lender, the Borrower will pay to the Lender the whole amount due and payable under the Note; and in case the Borrower shall fail to pay the same forthwith, the Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorney.

2.09 Delay or Omission No Waiver. No delay or omission of the Lender or any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, and the Loan Documents, to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.10 No Waiver of One Default to Affect Another. No waiver of any default hereunder or under the Loan Documents shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If the Lender (a) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, or in the Loan Documents; (d) release any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, or the Loan Documents; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consent to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, or the Loan Documents of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by the operation of law or otherwise of all or any part of the Mortgaged Property, the Lender without notice to any person, corporation or other entity (except notice shall be give to Borrower so long as Borrower remains liable under the Note, this Mortgage and the Loan Documents) is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

2.11 Discontinuance of Proceedings--Positions of Parties, Restored. In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

2.12 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power, or remedy, but each and every such right,

power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note or the Loan Documents or now or hereafter existing at law or in equity or by statute.

ARTICLE III

3.01 Heirs, Successors and Assigns Included in Parties. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit otherwise affect any of the terms hereof.

3.03 Gender. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural, and vice versa.

3.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note or in the Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note or the Loan Documents shall be in on way affected, prejudiced or disturbed thereby.

3.05 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note or the Loan Documents the terms of the provision most favorable to the Lender shall apply.

3.06 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed and effective as of the day and year first above written.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER:

Heatherwood Holdings, LLC

By: Will. A. Ochsenhirt III
Name: William A. Ochsenhirt III
Title: Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William A. Ochsenhirt, III whose name as the Manager of Heatherwood Holdings, LLC, an Alabama limited liability company, 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 the instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.


Given under my hand this 1st day of August, 2006.

[Signature]
Notary Public
My Commission Expires: 10-25-08

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

(see legal attached)


20060905000436360 12/27 \$2361.20
Shelby Cnty Judge of Probate, AL
09/05/2006 02:42:57PM FILED/CERT

Subject to:

1. First mortgage to First Commercial Bank, dated May 17, 2001, filed for record as Instrument No. 18065 in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT "A"

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most northerly corner of Lot 22, Heatherwood 3rd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 29, run in a southwesterly direction along the west line of Lots 22 and 23 of said subdivision for a distance of 377.71 feet to an existing iron rebar being the most northerly corner of Lot 24 of said Heatherwood 3rd Sector; thence turn an angle to the left of 16°-26'-35" and run in a southerly direction along the west line of Lots 24 and 25 of said Heatherwood 3rd Sector for a distance of 339.10 feet to an existing iron rebar; thence turn an angle to the left of 16°-40'-13" and run in a southerly direction along the west line of Lots 26 and 27 of said Heatherwood 3rd Sector for a distance of 326.98 feet to an existing iron rebar being the northwest corner of Lot 28 of said Heatherwood 3rd Sector; thence turn an angle to the right of 0°-01'-51" and run in a southerly direction along the west line of said Lot 28 for a distance of 144.53 feet to an existing iron rebar being the most southwest corner of said Lot 28; thence turn an angle to the left of 38°-25'-16" and run in an easterly direction along the south line of said Lot 28 for a distance of 163.63 feet to an existing iron rebar being the southeast corner of said Lot 28 and being on the west right-of-way line of St. Anne's Drive; thence turn an angle to the right of 72°-01'-49" and run in a southeasterly direction along the southwest right-of-way line of St. Anne's Drive for a distance of 31.48 feet to an existing iron rebar being the northeast corner of Lot 29 of said Heatherwood 3rd Sector; thence turn an angle to the right of 107°-55'-40" and run in a westerly direction for a distance of 178.33 feet to an existing crimp iron pin being the northwest corner of said Lot 29; thence turn an angle to the left of 90° and run in a southerly direction along the west line of said Lot 29 and its southerly extension thereof for a distance of 360.71 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90°-22'-56" and run in a westerly direction for a distance of 89.64 feet to an existing iron rebar set by Laurence D. Weygand and being the southeast corner of Lot 60, Heatherwood 4th Sector 1st Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 11, Page 33; thence turn an angle to the right of 89°-49'-23" and run in a northerly direction along the east line of Lots 60 and 61 of said Heatherwood 4th Sector 1st Addition for a distance of 282.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 76°-58'-48" and run in a northwesterly direction along the north line of said Lot 61 for a distance of 184.92 feet to an existing iron rebar; thence turn an angle to the right of 0°-07'-59" and run in a northwesterly direction along the north line of Lot 62 of said Heatherwood 4th Sector 1st Addition for a distance of 36.61 feet to an existing iron rebar; thence turn an angle to the right of 31°-54'-01" and run in a northwesterly direction along the northeast line of said Lot 62 for a distance of 113.09 feet to an existing iron rebar; thence turn an angle to the right of 74°-01'-03" and run in a northeasterly direction for a distance of 152.60 feet and being a corner of Lot 63 of Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 15°-55'-13" and run in a northerly direction along the east line of Lot 63 for a distance of 70.44 feet; thence turn an angle to the left of 54°-04'-50" and run in a northwesterly direction along the northeast line of Lot 63 for a distance of 42.0 feet; thence turn an angle to the left of 19°-58'-17" and run in a northwesterly direction along the northeasterly line of Lot 63 for a distance of 70.35 feet to an common corner with Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 113°-45'-35" and run in a northeasterly direction for a distance of 90.43 feet to a corner on Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 57°-31'-33" and run in a northerly direction along the east line of said Lot 64 for a distance of 43.72 feet; thence turn an angle to the left of 57°-46'-25" and run in a northerly direction along the east line of said Lot 64 for a distance of 66.15 feet; thence turn an angle to the left of 57°-53'-28" and run in a northwesterly direction along the north line of said Lot 64 for a distance of 32.28 feet; thence turn an angle to the left of 23°-43'-55" and run in a westerly direction along the north line of said Lot 64 for a distance of 43.70 feet to the most easterly corner of Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 19°-29'-41" and run in a northwesterly direction for a distance of 100.48 feet to a corner on Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 10°-02'-11" and run in a westerly direction along the north line of said Lot 65 for a distance of 61.37 feet; thence turn an angle to the left of 3°-54'-42" and run in a westerly direction along the north line of Lot 65 and Lot 66 of said Heatherwood 4th Sector 1st Addition for a distance of 123.04 feet; thence turn an angle to the left of 8°-10'-53" and run in a westerly direction along the north line of said Lot 66 for a distance of 234.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 129°-01'-51" and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand and the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of 22°-30' and a radius of 321.75 feet; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 126.35 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the left of 75°-30' and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 14°-0' and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 7°-0' and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 83°-0' and run in a northwesterly direction for a distance of 123.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 11°-0' and run in a northwesterly direction for a distance of 207.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 112°-30' and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 18°-30' and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 104°-30' and run in a southeasterly direction for a distance of 113.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 28°-45'-02" and run in a southeasterly direction for a distance of 81.70 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a southeasterly direction and having a central angle of 13°-13'-23" and a radius of 381.75 feet; thence turn an angle to the right (109°-54'-14" to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 38.66 feet to an existing iron rebar set by Laurence D. Weygand and being the point of ending of said curve; thence run in a southwesterly direction along a line tangent to the end of said curve for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90° and run in a northwesterly direction for a distance of 57.26 feet to an existing iron rebar set by Laurence D. Weygand and being a corner on Lot 70, Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 47°-05'-24" and run in a southwesterly direction for a distance of 146.99 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 40°-48'-20" and run in a southwesterly direction for a distance of 41.72 feet to an existing iron rebar being a corner of Lot 71-A, Resurvey of Lot 71, Heatherwood 4th Sector 1st Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 24, Page 31; thence turn an angle to the right of 106°-43'-37" and run in a northwesterly direction along the northeast line of said Lot 71-A for a distance of 37.12 feet to an existing iron rebar; thence turn an angle to the left of 45°-29'-20" and run in a northwesterly direction along the north line of Lot 71-A for a distance of 107.95 feet to an existing iron rebar; thence turn an angle to the left of 35°-26'-45" and run in a southwesterly direction along the northwest line of said Lot 71-A for a distance of 69.34 feet to an existing iron rebar; thence turn an angle to the left of 35°-11'-51" and run in a southwesterly direction for a distance of 130.36 feet to an existing iron rebar being on the northeast right-of-way line of Masters Lane; thence turn an angle to the right of 110°-05'-29" and run in a northwesterly direction along the northeast right-of-way line of Masters Lane for a distance of 134.73 feet to the point of beginning of a curve, said curve being concave in an easterly direction

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RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

and having a central angle of $29^{\circ}-08'-07''$ and a radius of 180.26; thence turn an angle to the right and run in a northwesterly and northerly direction along the arc of said curve and along the northeast right-of-way line of Masters Lane for a distance of 91.66 feet to an existing iron rebar set by Laurence D. Weygand and being the southwest corner of Lot 1-A, A Resurvey of Heatherwood 4th Sector 3rd Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 20, Page 103; thence turn an angle to the right and run in a northeasterly direction along the southeast line of said Lot 1-A for a distance of 232.33 feet to an existing iron rebar set by Laurence D. Weygand and being the most easterly corner of said Lot 1-A; thence turn an angle to the left of $80^{\circ}-59'-36''$ and run in a northwesterly direction along the northeast line of said Lot 1-A for a distance of 136.98 feet to an existing iron rebar being the most northerly corner of said Lot 1-A and being on the southeast right-of-way line of Heatherwood Drive; thence turn an angle to the right of $79^{\circ}-17'-47''$ and run in a northeasterly direction along the southeast right-of-way line of Heatherwood Drive for a distance of 31.51 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction and having a central angle of $57^{\circ}-14'-30''$ and a radius of 310.16 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve and along the southeast right-of-way line of Heatherwood Drive for a distance of 309.87 feet to the point of ending of said curve; thence run in a northerly direction along a line tangent to the end of said curve and along the east right-of-way line of Heatherwood Drive for a distance of 150.48 feet to the point of beginning of a new curve, said newest curve being concave in a southeasterly direction and having a central angle of $47^{\circ}-33'-28''$ and a radius of 202.97 feet; thence turn an angle to the right and run in a northerly and northeasterly direction along the arc of said curve and along the southeast right-of-way line of Heatherwood Drive for a distance of 168.47 feet to a point of compound curve, said newest curve being concave in a southeasterly direction and having a central angle of $17^{\circ}-23'-17''$ and a radius of 623.96 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve and along the southeast right-of-way line of Heatherwood Drive for a distance of 139.36 feet to the point of ending of said curve; thence run in a northeasterly direction along a line tangent to the end of said curve and along the southeast right-of-way line of Heatherwood Drive for a distance of 125.0 feet to the point of beginning of a new curve, said newest curve being concave in a southeasterly direction and having a central angle of $26^{\circ}-19'-49''$ and a radius of 254.85 feet; thence turn an angle to the right and run in a northeasterly direction along the southeast right-of-way line of Heatherwood Drive for a distance of 119.34 feet to a point of reverse curve, said newest curve being concave in a northwesterly direction and having a central angle of $23^{\circ}-56'-02''$ and a radius of 162.19 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve and along the southeast right-of-way line of Heatherwood Drive for a distance of 67.75 feet; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 10.0 feet to a point on a curve, said curve being concave in a northwesterly direction and having a central angle of $7^{\circ}-34'-25''$ and a radius of 378.25 feet; thence turn an angle to the left and run in a northeasterly direction along the southeast right-of-way line of Heatherwood Drive for a distance of 50.0 feet to a point of reverse curve, said newest curve being concave in a southerly direction and having a central angle of $75^{\circ}-18'-09''$ and a radius of 75.0 feet; thence turn an angle to the right and run in a northeasterly, easterly and southeasterly direction along the arc of said curve for a distance of 91.63 feet to a point on the south right-of-way line of St. Anne's Drive; thence run in a southeasterly direction along the south right-of-way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 22.44 feet to the point of beginning of a new curve, said latest curve being concave in a northerly direction and having a central angle of $25^{\circ}-23'-25''$ and a radius of 602.34 feet; thence turn an angle to the left and run in an easterly direction along the arc of said curve for a distance of 266.92 feet to the point of ending of said curve; thence run in an easterly direction along the south right-of-way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 99.07 feet to the northwest corner of Lot 19, Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 28; thence turn an angle to the right of 90° and run in a southerly direction along the west line of Lots 19, 18 and 17 of said Heatherwood 2nd Sector for a distance of 434.35 feet; thence turn an angle to the left of $28^{\circ}-06'$ and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 83.26 feet; thence turn an angle to the left of $4^{\circ}-09'$ and run in a southeasterly direction along the southwest line of Lot 16 of said Heatherwood 2nd Sector for a distance of 53.30 feet; thence turn an angle to the left of $15^{\circ}-05'-30''$ and run in a southeasterly direction along the southwest line of said Lot 16 for a distance of 99.33 feet; thence turn an angle to the left of $25^{\circ}-13'$ and run in an easterly direction along the south line of Lot 16 for a distance of 34.62 feet; thence turn an angle to the left of $55^{\circ}-58'$ and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 64.66 feet; thence turn an angle to the left of $10^{\circ}-21'$ and run in a northeasterly direction for a distance of 78.55 feet to the most southerly corner of Lot 15 of said Heatherwood 2nd Sector; thence turn an angle to the right of $1^{\circ}-33'-30''$ and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 136.63 feet; thence turn an angle to the right of $11^{\circ}-19'-45''$ and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 58.45 feet; thence turn an angle to the left of $13^{\circ}-28'-15''$ and run in a northeasterly direction along the east line of said Lot 15 for a distance of 59.84 feet to an existing iron rebar being the southeast corner of Lot 14 of said Heatherwood 2nd Sector; thence turn an angle to the left of $6^{\circ}-25'-29''$ and run in a northeasterly direction along the southeast line of Lots 14 and 12 of said Heatherwood 2nd Sector for a distance of 315.64 feet to an existing iron rebar being on the southwest right-of-way line of St. Anne's Drive; thence turn an angle to the right of $101^{\circ}-35'-27''$ and run in a southeasterly direction along the southwest right-of-way line of St. Anne's Drive for a distance of 107.23 feet to an existing iron rebar being the point of beginning. Containing 31.41 acres, more or less.




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Lot 37A, Resurvey of Lots 30 and 37, Heatherwood 4th Sector 2nd Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 15, Page 53,

AND

Part of the South $\frac{1}{2}$ of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at an existing iron rebar being the most westerly corner of Lot 24, Heatherwood Fourth Sector as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Pages 161 through 163, run in a southeasterly direction along the southwest line of said Lot 24 for a distance of 167.74 feet to an existing iron rebar; thence turn an angle to the left of 58 degrees 03 minutes 05 seconds and run in a northeasterly direction along the southeast line of said Lot 24 for a distance of 104.41 feet to an existing iron rebar being the most southerly corner of Lot 25 of said Heatherwood Fourth Sector; thence turn an angle to the left of 19 degrees 46 minutes 43 seconds and run in a northeasterly direction along the southeast line of said Lot 25 for a distance of 143.96 feet to an existing iron rebar being the most southerly corner of Lot 26 of said Heatherwood Fourth Sector; thence turn an angle to the left of 0 degrees 12 minutes 22 seconds and run in a northeasterly direction along the southeast line of said Lot 26 for a distance of 147.52 feet to an existing iron rebar being the most southerly corner of Lot 27 of said Heatherwood Fourth Sector; thence turn an angle to the right of 1 degree 58 minutes 19 seconds and run in a northeasterly direction along the southeast line of said Lot 27 for a distance of 137.90 feet to an existing iron rebar being the most southerly corner of Lot 28 in said Heatherwood Fourth Sector; thence turn an angle to the right of 3 degrees 04 minutes 04 seconds and run in a northeasterly direction along the southeast line of said Lot 28 for a distance of 123.81 feet to an existing iron rebar being the most southerly corner of Lot 29 of said Heatherwood Fourth Sector; thence turn an angle to the right of 3 degrees 01 minute 49 seconds and run in a northeasterly direction along the southeast line of said Lot 29 for a distance of 133.34 feet to an existing iron rebar being the most southerly corner of Lot 30 of said Heatherwood Fourth Sector; thence turn an angle to the right of 8 degrees 15 minutes 35 seconds and run in a northeasterly direction for a distance of 45.47 feet to an existing iron rebar being the most westerly corner of Heatherwood Fourth Sector Second Addition as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 12, Pages 79 through 81; thence turn an angle to the right of 82 degrees 48 minutes 26 seconds and run in a southeasterly direction along the southwest line of Lot 36 in said Heatherwood Fourth Sector Second Addition for a distance of 171.61 feet to an existing iron rebar being the most westerly corner of Lot 35 in said Heatherwood Fourth Sector Second Addition; thence turn an angle to the right of 1 degree 11 minutes 29 seconds and run in a southeasterly direction along the southwest line of said lot 35 for a distance of 170.50 feet to an existing iron rebar being the most westerly corner of Lot 34 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 3 degrees 05 minutes 04 seconds and run in a southeasterly direction along the southwest line of said Lot 34 for a distance 167.82 feet to an existing iron rebar; thence turn an angle to the left of 21 degrees 03 minutes 21 seconds and run in a southeasterly direction along the south line of Lots 34 and 33 in said Heatherwood Fourth Sector Second Addition for a distance of 239.90 feet to an existing iron rebar; thence turn an angle to the left of 86 degrees 48 minutes 21 seconds and run in a northeasterly direction for a distance of 33.85 feet to an existing iron rebar; thence turn an angle to the left of 33 degrees 54 minutes 44 seconds and run in a northwesterly direction along the northeast line of Lot 33 of said Heatherwood Fourth Sector Second Addition for a distance of 257.43 feet to an existing iron rebar; thence turn an angle to the left of 7 degrees 58 minutes 58 seconds and run in a northwesterly direction for a distance of 266.39 feet to an existing iron rebar being the most northerly corner of Lot 32 of said Heatherwood Fourth Sector Second



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Addition; thence turn an angle to the left of 96 degrees 06 minutes 23 seconds and run in a southwesterly direction for a distance of 148.97 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right-of-way line of Heatherwood Place; thence turn an angle to the right of 90 degrees 39 minutes 23 seconds and run in a northwesterly direction along the northeast right-of-way line of Heatherwood Place for a distance of 141.59 feet to an existing iron rebar set by Laurence D. Weygand and being the most southerly corner of Lot 32, Heatherwood Fourth Sector as recorded in Map Book 9, Pages 161 through 163; thence turn an angle to the right of 86 degrees 47 minutes 14 seconds and run in a northeasterly direction along the southeast line of said Lot 32 for a distance of 176.18 feet to an existing iron rebar being the most southerly corner of Lot 33 of said Heatherwood Fourth Sector; thence turn an angle to the left of 23 degrees 38 minutes 51 seconds and run in a northeasterly direction along the southeast line of said Lot 33 for a distance of 126.06 feet to an existing iron rebar; thence turn an angle to the right of 13 degrees 30 minutes 10 seconds and run in a northeasterly direction along the southeast line of Lot 34 of said Heatherwood Fourth Sector for a distance of 165.88 feet to an existing iron rebar; thence turn an angle to the left of 9 degrees 30 minutes 30 seconds and run in a northeasterly direction along the southeast line of Lot 35 Heatherwood Fourth Sector for a distance of 202.06 feet to an existing iron rebar; thence turn an angle to the left of 19 degrees 33 minutes 33 seconds and run in a northeasterly direction along the southeast line of Lot 36 of said Heatherwood Fourth Sector for a distance of 212.22 feet to an existing iron rebar; thence turn an angle to the right of 5 degrees 12 minutes 53 seconds and run in a northeasterly direction for a distance of 326.00 feet to an existing iron rebar being the most easterly corner of Lot 38 of said Heatherwood Fourth Sector and also being on the southwest right-of-way line of Masters Lane and being on a curve, said curve being concave in a northeasterly direction and having a deflection angle of 3 degrees 01 minute 36 seconds and a radius of 240.26 feet; thence turn an angle to the right (115 degrees 52 minutes 33 seconds to the chord of said curve) and run in a southeasterly direction along the arc of said curve for a distance of 25.38 feet to the point of ending of said curve; thence continue in a southeasterly direction along a line tangent to the end of said curve and along the southwest right-of-way line of Masters Lane for a distance 145.78 feet to an existing iron rebar being the most northerly corner of Lot 41, Heatherwood Fourth Sector First Addition as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 11, Page 33; thence turn an angle to the right of 58 degrees 59 minutes 15 seconds and run in a southerly direction along the west line of said Lot 41 for a distance of 194.15 feet to an existing iron rebar; thence turn an angle to the right of 8 degrees 41 minutes 42 seconds and run in a southwesterly direction along the northwest line of Lot 37 Heatherwood Fourth Sector Second Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 12, Pages 79 through 81, for a distance of 219.83 feet to an existing iron rebar; thence turn an angle to the right of 8 degrees 33 minutes 59 seconds and run in a southwesterly direction along the west line of said Lot 37 for a distance of 126.90 feet to an existing iron rebar; thence turn an angle to the right of 11 degrees 03 minutes 59 seconds and run in a southwesterly direction for a distance of 292.85 feet to an existing iron rebar being on the northwest line of Lot 30 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 16 degrees 47 minutes 45 seconds and run in a southwesterly direction along the northwest line of said Lot 30 Heatherwood Fourth Sector



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Second Addition for a distance of 135.83 feet to an existing iron rebar being the most westerly corner of said Lot 30; thence turn an angle to the left of 90 degrees 23 minutes 18 seconds and run in a southeasterly direction along the southwest line of said Lot 30 for a distance of 254.07 feet to an existing iron rebar being on the west right-of-way line of Turnberry Road, said west right-of-way line being on a curve, said curve being concave in an easterly direction and having a deflection angle of 1 degree 51 minutes 01 seconds and a radius of 515.39 feet; thence turn an angle to the right (62 degrees 50 minutes 09 seconds to the chord of said curve) and run in a southerly direction along the arc of said curve and west right-of-way line for a distance of 33.29 feet to the point of ending of said curve; thence continue in a southerly direction and along the west right-of-way line of Turnberry Road and along a line tangent to the end of said curve for a distance of 735.85 feet to an existing iron rebar being the northeast corner of Lot 10, Heatherwood Fourth Sector Second Addition; thence turn an angle the right of 89 degrees 59 minutes 56 seconds and run in a westerly direction along the north line of said Lot 10 for a distance of 146.93 feet to an existing iron rebar; thence turn an angle to left of 19 degrees 57 minutes 47 seconds and run in a southwesterly direction along the north line of said Lot 10 for a distance of 92.55 feet to an existing iron rebar; thence turn an angle to the right of 22 degrees 01 minute 08 seconds and run in a westerly direction along the north lines of Lots 9, 8, 7, 6, 5, and 4 in said Heatherwood Fourth Sector Second Addition for a distance of 1068.86 feet to an existing iron rebar being the northwest corner of said Lot 4; thence turn an angle to the right of 128 degrees 59 minutes 26 seconds and run in a northeasterly direction along the southeast line of Lot 2 in said Heatherwood Fourth Sector Second Addition for a distance of 113.58 feet to an existing iron rebar; thence turn an angle to the left of 105 degrees 49 minutes 03 seconds and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 53.41 feet to an existing iron rebar; thence turn an angle to the left of 45 degrees 03 minutes 31 seconds and run in a southwesterly direction along the north line of said Lot 2 for a distance of 14.16 feet to an existing iron rebar; thence turn an angle to the right of 45 degrees 02 minutes 29 seconds and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 120.81 feet to an existing iron rebar being on the southeast right-of-way line of Heatherwood Drive; thence turn an angle to the right of 114 degrees 44 minutes 09 seconds and run in a northeasterly direction along the southeast right-of-way line of said Heatherwood Drive for a distance of 39.20 feet, more or less, to the point of beginning.


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Part of the East ½ of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most northerly corner of Lot 2, Heatherwood 3rd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 29, run in a southwesterly direction along the north line of said Lot 2 for a distance of 111.91 feet to an existing iron rebar being the northwest corner of said Lot 2; thence turn an angle to the left of $50^{\circ}-25'-06''$ and run in a southwesterly direction along the west lines of Lots 2, 3 and 4, of said Heatherwood 3rd Sector for a distance of 442.54 feet to an existing iron rebar; thence turn an angle to the left of $13^{\circ}-08'-59''$ and run in a southerly direction along the west line of Lots 5, 6, 7 and 8 of said Heatherwood 3rd Sector for a distance of 517.89 feet to an existing iron rebar; thence turn an angle to the right of $92^{\circ}-11'-29''$ and run in a westerly direction along the north line of Lots 10, 11 and 12 of said Heatherwood 3rd Sector for a distance of 419.96 feet to an existing iron rebar being on the east right-of-way line of St. Anne's Drive; thence turn an angle to the right of $72^{\circ}-06'-36''$ and run in a northwesterly direction along the east right-of-way line of St. Anne's Drive for a distance of 31.46 feet to an existing iron rebar being the southwest corner of Lot 13, Heatherwood 3rd Sector; thence turn an angle to the right of $107^{\circ}-48'-21''$ and run in an easterly direction along the south line of said Lot 13 for a distance of 212.35 feet to an existing iron rebar being the southeast corner of said Lot 13; thence turn an angle to the left of $92^{\circ}-06'-38''$ and run in a northerly direction for a distance of 521.22 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 3rd Sector; thence turn an angle to the right of $22^{\circ}-45'-23''$ and run in a northeasterly direction along the southeast line of Lots 17, 18 and 19 of said Heatherwood 3rd Sector for a distance of 364.46 feet to an existing iron pin; thence turn an angle to the left of $23^{\circ}-04'-37''$ and run in a northerly direction along the east line of Lots 19 and 20 of said Heatherwood 3rd Sector for a distance of 208.82 feet to an existing crimp iron pin; thence turn an angle to the left of $27^{\circ}-50'-06''$ and run in a northwesterly direction along the northeast line of Lots 20 and 21 of said Heatherwood 3rd Sector for a distance of 258.34 feet to an existing crimp iron pin being the most northerly corner of said Lot 21; thence turn an angle to the left of $90^{\circ}-05'-14''$ and run in a southwesterly direction along the northwest line of said Lot 21 for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the right of 90° and run in a northwesterly direction along the northeast right-of-way line of St. Anne's Drive for a distance of 30.0 feet to an existing iron rebar being the most southerly corner of Lot 11 of Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 28; thence turn an angle to the right of 90° and run in a northeasterly direction along the southeast line of said Lot 11 for a distance of 150.22 feet to an existing iron rebar being the most easterly corner of said Lot 11; thence turn an angle to the left of $89^{\circ}-59'-19''$ and run in a northwesterly direction along the northeast line of said Lot 11 for a distance of 191.29 feet to an



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existing crimp iron pin being the most easterly corner of Lot 10 of said Heatherwood 2nd Sector thence turn an angle to the left of $26^{\circ}-07'-33''$ and run in a northwesterly direction along the northeast lines of Lots 10 and 9 of said Heatherwood 2nd Sector for a distance of 221.06 feet to an existing iron rebar; thence turn an angle to the right of $75^{\circ}-21'-52''$ and run in a northeasterly direction for a distance of 180.47 feet to an existing iron pin; thence turn an angle to the right of $0^{\circ}-04'-32''$ and run in a northeasterly direction for a distance of 75.01 feet to an existing iron rebar being the most easterly corner of Lot 7-A. A Resurvey of Lot 7, Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 4; thence turn an angle to the left of $85^{\circ}-56'-51''$ and run in a northwesterly direction along the northeast line of said Lot 7-A for a distance of 276.74 feet; thence turn an angle to the left of $48^{\circ}-16'-45''$ and run in a southwesterly direction along the northwest line of Lot 6, of said Heatherwood 2nd Sector for a distance of 235.01 feet; thence turn an angle to the right of $0^{\circ}-0'-21''$ and run in a southwesterly direction for a distance of 61.41 feet to an existing crimp iron pin being on the northwest line of Lot 5-A. A Resurvey of Lots 2 and 5, Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 32; thence turn an angle to the left of $2^{\circ}-39'-27''$ and run in a southwesterly direction for a distance of 109.72 feet to an existing iron rebar being the most northerly corner of Lot 2-A of said aforementioned Resurvey of Lots 2 and 5 Heatherwood 2nd Sector; thence turn an angle to the left of $98^{\circ}-15'-33''$ and run in a southeasterly direction along the northeast line of said Lot 2-A for a distance of 79.47 feet to an existing crimp iron pin being the most easterly corner of said Lot 2-A; thence turn an angle to the right of $59^{\circ}-43'-21''$ and run in a southwesterly direction along the southeast line of said Lot 2-A for a distance of 145.89 feet to a point on the northeast right-of-way line of St. Anne's Drive and being on a curve, said curve being concave in a northeasterly direction and having a central angle of $17^{\circ}-43'-27''$ and a radius of 729.39 feet; thence turn an angle to the right ($102^{\circ}-06'-55''$ to the chord of said curve) and run in a northwesterly direction along the arc of said curve and along the northeast right-of-way line of St. Anne's Drive for a distance of 225.63 feet to the point of ending of said curve; thence run in a northwesterly direction along the northeast right-of-way line of said St. Anne's Drive and along a line tangent to the end of said curve for a distance of 21.76 feet to the point of beginning of a new curve, said newest curve being concave in an easterly direction and having a central angle of $77^{\circ}-35'-20''$ and a radius of 75.0 feet; thence turn an angle to the right and run in a northwesterly, northerly and northeasterly direction along the arc of said curve for a distance of 101.56 feet to a point on the southeast right-of-way line of Heatherwood Drive; thence run in a northeasterly direction along the southeast right-of-way line of Heatherwood Drive for a distance of 51.41 feet; thence turn an angle to the left and run in a northwesterly direction for a distance of 10.0 feet to a point on the northeast right-of-way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of $14^{\circ}-50'-49''$ and a radius of 849.0 feet; thence turn an angle to the right (90° to tangent) and run in a northeasterly direction along the arc of said curve for a distance of 220.0 feet to the southwest corner of Lot 3, Heatherwood 1st Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, Page 27; thence turn an angle to the right and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 187.06 feet to the most southerly corner of said Lot 3; thence turn an angle to the left of $103^{\circ}-10'-48''$ and run in a northerly direction along the east line of said Lot 3 for a distance of 101.51 feet; thence turn an angle to the right of $22^{\circ}-35'-36''$ and run in a northeasterly direction along the east line of said Lot 3 for a distance of 42.23 feet to the most southerly corner of Lot 4 of said Heatherwood 1st Sector; thence turn an angle to




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the right of $7^{\circ}-05'-48''$ and run in a northeasterly direction along the southeast line of said Lot 4, Heatherwood 1st Sector for a distance of 145.69 feet to the southeast corner of Lot 5 of said Heatherwood 1st Sector; thence turn an angle to the left of $12^{\circ}-35'-30''$ and run in a northeasterly direction for a distance of 86.09 feet to a common corner of Lots 5 and 7 of said Heatherwood 1st Sector; thence turn an angle to the right of $83^{\circ}-34'-08''$ and run in a southeasterly direction for a distance of 83.32 feet; thence turn an angle to the left of $28^{\circ}-17'-36''$ and run in a northeasterly direction for a distance of 34.18 feet; thence turn an angle to the left of $14^{\circ}-29'-06''$ and run in a northeasterly direction for a distance of 47.95 feet; thence turn an angle to the left of $23^{\circ}-33'-12''$ and run in a northeasterly direction for a distance of 44.30 feet; thence turn an angle to the left of $28^{\circ}-19'-30''$ and run in a northerly direction along the east line of Lot 8, Heatherwood 1st Sector for a distance of 51.07 feet; thence turn an angle to the left of $9^{\circ}-8'-12''$ and run in a northerly direction for a distance of 111.01 feet to the southeast corner of Lot 9 of said Heatherwood 1st Sector; thence turn an angle to the right of $19^{\circ}-53'-22''$ and run in a northerly direction along the east line of said Lot 9, Heatherwood 1st Sector for a distance of 59.93 feet; thence turn an angle to the right of $25^{\circ}-18'-46''$ and run in a northeasterly direction for a distance of 69.94 feet; thence turn an angle to the left of $21^{\circ}-34'-25''$ and run in a northerly direction for a distance of 23.98 feet to the northeast corner of said Lot 9; thence turn an angle to the left of $10^{\circ}-56'-09''$ and run in a northerly direction along the east line of Lot 10 of said Heatherwood 1st Sector for a distance of 74.52 feet; thence turn an angle to the left of $35^{\circ}-54'-39''$ and run in a northwesterly direction along the northeast line of said Lot 10 for a distance of 85.21 feet to an existing crimp iron pin being the southeast corner of Lot 13 of said Heatherwood 1st Sector; thence turn an angle to the right of $16^{\circ}-30'-02''$ and run in a northerly direction for a distance of 457.83 feet to an existing iron rebar being the northeast corner of Lot 15 of said Heatherwood 1st Sector; thence turn an angle to the left of $67^{\circ}-06'-04''$ and run in a northwesterly direction along the north line of said Lot 15 for a distance of 135.24 feet to an existing iron rebar being on the southeast right-of-way line of Heatherwood Drive; thence turn an angle to the right of $90^{\circ}-36'-20''$ and run in a northeasterly direction along the southeast right-of-way line of Heatherwood Drive for a distance of 31.26 feet to an existing iron rebar being the most westerly corner of Lot 16, Heatherwood 1st Sector; thence turn an angle to the right of $90^{\circ}-05'-24''$ and run in a southeasterly direction along the southwest line of Lot 16 for a distance of 139.75 feet to an existing iron rebar; thence turn an angle to the left of $64^{\circ}-02'-16''$ and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 61.07 feet to an existing iron rebar being the southwest corner of Lot 17 of said Heatherwood 1st Sector; thence turn an angle to the right of $76^{\circ}-48'-31''$ and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 98.66 feet to an existing iron rebar being the most westerly corner of Lot 18 of said Heatherwood 1st Sector; thence turn an angle to the right of $0^{\circ}-42'-48''$ and run in a southeasterly direction along the southwest line of Lot 18 for a distance of 169.98 feet to an existing iron rebar; thence turn an angle to the right of $73^{\circ}-48'-52''$ and run in a southerly direction along the west line of Lot 19-A and 24-A, A Resurvey of Lots 19-30, Heatherwood 1st Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 25, for a distance of 253.84 feet to an existing iron rebar; thence turn an angle to the left of $53^{\circ}-46'-01''$ and run in a southeasterly direction along the southwest line of Lot 25-A of Resurvey of Lots 19-30 Heatherwood 1st Sector for a distance of 179.34 feet; thence turn an angle to the left of $19^{\circ}-23'-31''$ and run in a southeasterly direction for a distance of 86.93 feet; thence turn an angle to the right of $13^{\circ}-04'-38''$ and run in a southeasterly direction for a distance of 60.0 feet to the most southerly corner of Lot 26-A of said aforementioned Resurvey; thence turn an angle to the left of $54^{\circ}-08'-04''$ and run in a northeasterly




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direction for a distance of 124.96 feet to an existing iron rebar; thence turn an angle to the right of $101^{\circ}-09'-53''$ and run in a southerly direction along the west line of Lot 28-A and 30-A for a distance of 282.38 feet to an existing iron rebar being the northwest corner of Lot 31 of said Heatherwood 1st Sector; thence turn an angle to the left of $26^{\circ}-13'$ and run in a southeasterly direction for a distance of 167.15 feet to an existing iron rebar being the northwest corner of Lot 32 of said Heatherwood 1st Sector; thence turn an angle to the right of $17^{\circ}-38'-45''$ and run in a southeasterly direction along the west line of said Lot 32 for a distance of 132.50 feet to an existing iron rebar; thence turn an angle to the left of $50^{\circ}-29'-31''$ and run in a southeasterly direction for a distance of 114.54 feet to an existing iron rebar; thence turn an angle to the left of $30^{\circ}-46'-16''$ and run in an easterly direction for a distance of 60.07 feet to a point on the west right-of-way line of Oakmont Road; thence turn an angle to the right of $89^{\circ}-50'-32''$ and run in a southerly direction along the west right-of-way line of Oakmont Road for a distance of 245.36 feet to an existing iron rebar set by Laurence D. Weygand and being the northeast corner of Lot 28-A, Resurvey of Lots 27-A and 28, Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 10, Page 60; thence turn an angle to the right of $89^{\circ}-58'-28''$ and run in a westerly direction for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the left of $90^{\circ}-00'-17''$ and run in a southerly direction along the west line of Lot 28-A of aforementioned Resurvey and also the west line of Lots 24-A and 26-A of a Resurvey of Lots 21-27, Heatherwood 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 26, all for a distance of 724.55 feet to an existing iron rebar being the southwest corner of said Lot 24-A; thence turn an angle to the left of $89^{\circ}-55'-58''$ and run in an easterly direction for a distance of 149.85 feet to an existing iron rebar being the southeast corner of said Lot 24-A and being on the west right-of-way line of Oakmont Road; thence turn an angle to the right of $89^{\circ}-48'$ and run in a southerly direction along the west right-of-way line of Oakmont Road for a distance of 296.76 feet, more or less, to the point of beginning.


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Part of the S.W. 1/4 of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being on the southwest right-of-way line of Coshatt Trail being the most northerly corner of Lot 6, Phase I Heatherwood 8th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, page 118, run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 82.12 feet to an existing iron rebar being the most westerly corner of said Lot 6; thence turn an angle to the left of 96°-02'-57" and run in a southeasterly direction along the southwest line of said Lot 6 for a distance of 212.26 feet to an existing iron rebar being the most westerly corner of Lot 5 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of 0°-45'-51" and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 162.75 feet to an existing iron rebar; thence turn an angle to the left of 72°-59'-31" and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 44.67 feet to an existing iron rebar; thence turn an angle to the left of 16°-41'-09" and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 152.16 feet to an existing iron rebar being on the southwest right-of-way line of Coshatt Trail; thence turn an angle to the right of 93°-47' and run in a southeasterly direction along the southwest right-of-way line of Coshatt Trail for a distance of 20.07 feet to an existing iron rebar being the most northerly corner of Lot 4, Phase I Heatherwood 8th Sector; thence turn an angle to the right of 86°-14'-12" and run in a southwesterly direction along the northwest line of said Lot 4 for a distance of 153.78 feet to an existing iron rebar; thence turn an angle to the right of 16°-47'-45" and run in a southwesterly direction for a distance of 40.66 feet to an existing iron rebar being the most westerly corner of said Lot 4; thence turn an angle to the left of 100°-57'-21" and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 127.50 feet to an existing iron rebar being the most westerly corner of Lot 3 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of 4°-30'-32" and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 143.04 feet to an existing iron rebar being the most westerly corner of Lot 2 of said Phase I Heatherwood 8th Sector; thence turn an angle to the left of 0°-0'-11" and run in a southeasterly direction along the southwest line of Lots 2 and 1 of said subdivision for a distance of 385.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 68°-46'-35" and run in a southwesterly direction along the northwest line of Lot 23, Heatherwood 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, page 163, for a distance of 80.97 feet to an existing iron rebar; thence turn an angle to the left of 81°-38'-47" and run in a southeasterly direction along the southwest line of said Lot 23 for a distance of 249.85 feet to an existing iron rebar being the most southerly corner of said Lot 23 and being on the northwest right-of-way line of Heatherwood Drive, said right-of-way line being in a curve, said curve being concave in a northwesterly direction and having a central angle of 4°-57'-41" and a radius of 1500.03 feet; thence turn an angle to the right (89°-54'-56" to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along said northwest right-of-way line for a distance of 129.89 feet; thence run in a southwesterly direction along the northwest right-of-way line of said Heatherwood Drive and along a line tangent to the end of said curve for a distance of 45.92 feet to the point of beginning of a new curve, said new curve being concave in a southeasterly direction and having a central angle of 1°-38'-53" and a radius of 5468.14 feet; thence turn an angle to the left and run in a southwesterly direction along the arc of said curve and along the northwest right-of-way line of said Heatherwood Drive for a distance of 157.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (99°-26'-29" from the chord of last mentioned curve) and run in a northwesterly direction for a distance of 1396.75 feet to an existing iron rebar being the southwest corner of Lot 7, Phase I Heatherwood 8th Sector; thence turn an angle to the right of 86°-12'-43" and run in a northeasterly direction along the southeast line of said Lot 7 for a distance of 362.88 feet to the most easterly corner of said Lot 7 and being on the southwest right-of-way line of Coshatt Trail; thence turn an angle to the right and run in a southeasterly direction along the curved southwest right-of-way line of Coshatt Trail for a distance of 42.75 feet, more or less, to the point of beginning. Containing 10.93 acres, more or less.


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PARCEL 1

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of Lot 9, Heatherwood Sector 1 - 1st Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 66, run in a southerly direction along the west line of said Lot 9 and Lot 8 of said subdivision for a distance of 310.39 feet to an existing crimp iron pin; thence turn an angle to the left of 10°-13'-3" and run in a southeasterly direction along the west line of Lot 7 of said Heatherwood Sector 1 - 1st Addition for a distance of 142.20 feet to an existing crimp iron pin being the northwest corner of Lot 6 of said Heatherwood Sector 1 - 1st Addition; thence turn an angle to the right of 2°-38'-22" and run in a southeasterly direction along the west line of said Lot 6 for a distance of 151.33 feet to an existing crimp iron pin; thence turn an angle to the right of 7°-32'-16" and run in a southerly direction along the west line of Lot 5 of said Heatherwood Sector 1 - 1st Addition for a distance of 139.95 feet to an existing crimp iron pin; thence turn an angle to the right of 4°-01'-03" and run in a southerly direction along the west line of Lot 4 of Heatherwood Sector 1 - 1st Addition for a distance of 140.47 feet to an existing crimp iron pin; thence turn an angle to the left of 10°-59'-39" and run in a southerly direction along the west line of Lot 3 of said Heatherwood Sector 1 - 1st Addition for a distance of 161.56 feet to an existing iron rebar being the southwest corner of said Lot 3; thence turn an angle to the left of 83°-15'-31" and run in an easterly direction along the south line of Lot 3 for a distance of 150.68 feet to an existing iron rebar being the southeast corner of said Lot 3 and being on the west right-of-way line of Heatherwood Drive; thence turn an angle to the right of 90° and run in a southerly direction along the west right-of-way line of Heatherwood Drive for a distance of 224.76 feet to the point of beginning of a curve, said curve being concave in a westerly direction and having a central angle of 10°-53'-34" and a radius of 789.0 feet; thence turn an angle to the right and run in a southerly direction along the arc of said curve and along the west right-of-way line of Heatherwood Drive for a distance of 150.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (92°-00'-54" from the chord of last mentioned curve) and run in a westerly direction for a distance of 360.96 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 26°-03'-49" and run in a northwesterly direction for a distance of 315.0 feet; thence turn an angle to the right of 33°-30' and run in a northwesterly direction for a distance of 314.58 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 9°-16'-48" and run in a northwesterly direction for a distance of 186.81 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 29°-44'-02" and run in a northerly direction for a distance of 96.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27°-46'-45" and run in a northwesterly direction for a distance of 322.64 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 45°-43'-33" and run in a northeasterly direction for a distance of 90.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 36°-07'-14" and run in a northeasterly direction for a distance of 190.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°-14'-05" and run in a southeasterly direction for a distance of 270.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°-40'-55" and run in a southeasterly direction for a distance of 309.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 96°-11'-29" and run in a northeasterly direction for a distance of 73.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 43°-38'-43" and run in a northerly direction for a distance of 84.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°-36'-18" and run in a northeasterly direction for a distance of 142.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 33°-47'-53" and run in a northwesterly direction for a distance of 196.77 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°-06'-36" and run in a northeasterly direction for a distance of 83.25 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°-30'-45" and run in an easterly direction for a distance of 104.18 feet, more or less, to the point of beginning.



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PARCEL 2

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most easterly corner of Lot 2, Heatherwood 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 161, run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 109.98 feet to an existing iron rebar; thence turn an angle to the left of 76°-28'-53" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 151.02 feet to an existing iron rebar; thence turn an angle to the right of 2°-29'-23" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 88.44 feet to an existing iron rebar being the most westerly corner of said Lot 2; thence turn an angle to the right of 26°-57'-57" and run in a westerly direction along the north line of Lot 2-A of said Heatherwood 4th Sector for a distance of 193.10 feet to an existing nail in concrete; thence turn an angle to the left of 40°-19'-02" and run in a southwesterly direction along the northwest line of said Lot 2-A for a distance of 20.68 feet to an existing nail in a stump being the most northerly corner of Lot 3 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°-15'-40" and run in a southwesterly direction along the northwest line of Lot 3 of said Heatherwood 4th Sector for a distance of 126.66 feet to an existing iron rebar; thence turn an angle to the left of 49°-38'-18" and run in a southerly direction for a distance of 88.24 feet to an existing iron rebar; thence turn an angle to the right of 59°-35'-58" and run in a southwesterly direction along the northwest line of said Lot 6, Heatherwood 4th Sector for a distance of 96.16 feet to an existing nail in a rock; thence turn an angle to the right of 13°-59'-09" and run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 80.86 feet to an existing iron rebar being the northeast corner of Lot 7 of said Heatherwood 4th Sector; thence turn an angle to the right of 2°-47'-55" and run in a southwesterly direction along the north line of said Lot 7 for a distance of 147.58 feet to an existing iron rebar; thence turn an angle to the right of 18°-19'-35" and run in a westerly direction along the north line of said Lot 7 for a distance of 178.66 feet to an existing iron rebar; thence turn an angle to the left of 120°-51'-45" and run in a southeasterly direction along the west line of said Lot 7 for a distance of 140.40 feet to an existing iron rebar; thence turn an angle to the right of 8°-49'-33" and run in a southerly direction along the west line of said Lot 7 for a distance of 109.99 feet to an existing iron rebar being the most northerly corner of Lot 9 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°-04'-17" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 154.55 feet to an existing iron rebar; thence turn an angle to the left of 20°-39'-33" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 78.74 feet to an existing iron rebar; thence turn an angle to the right of 10°-02'-28" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 27.97 feet to an existing iron rebar being the most westerly corner of Lot 10 of said subdivision; thence turn an angle to the left of 0°-06'-33" and run in a southeasterly direction along the west line of said Lot 10 for a distance of 120.92 feet to an existing iron rebar; thence turn an angle to the right of 21°-42'-51" and run in a southerly direction along the west line of said Lot 10 for a distance of 101.37 feet to an existing iron rebar being the northwest corner of Lot 12 of said subdivision; thence turn an angle to the right of 0°-03'-57" and run in a southerly direction along the west line of said Lot 12 for a distance of 51.04 feet to an existing iron rebar; thence turn an angle to the right of 6°-27'-27" and run in a southerly direction along the west line of said Lot 12 for a distance of 120.98 feet to an existing iron rebar being the northwest corner of Lot 13 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°-07'-32" and run in a southerly direction along the west line of said Lot 13 for a distance of 115.13 feet to an existing iron rebar being the most northerly corner of Lot 14 of said Heatherwood 4th Sector; thence turn an angle to the right of 25°-12'-38" and run in a southwesterly direction along the northwest line of Lot 14 of said subdivision for a distance of 119.05 feet to an existing iron rebar being the most northerly corner of Lot 15 of said Heatherwood 4th Sector; thence turn an angle to the right of 9°-12'-34" and run in a southwesterly direction along the northwest line of said Lot 15 for a distance of 113.60 feet to an existing iron rebar being the most northerly corner of Lot 16 of said Heatherwood 4th Sector; thence turn an angle to the right of 1°-22'-08" and run in a southwesterly direction along the northwest line of said Lot 16 for


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a distance of 178.79 feet to an existing iron rebar being the most northerly corner of Lot 17 of said Heatherwood 4th Sector; thence turn an angle to the right of 2°-38'-21" and run in a southwesterly direction along the northwest line of said Lot 17 for a distance of 136.62 feet to an existing iron rebar being the most northerly corner of Lot 18 of said Heatherwood 4th Sector; thence turn an angle to the right of 5°-34'-01" and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 145.65 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 0°-40'-06" and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 50.68 feet to an existing iron rebar set by Laurence D. Weygand being the most westerly corner of said Lot 18 and being on the northeast right-of-way line of Spyglass Lane and being on a curve, said curve being concave in a southwesterly direction and having a central angle of 0°-15'-39" and a radius of 700.0 feet; thence turn an angle to the right (90° to tangent) and run in a northwesterly direction along the curved northeast right-of-way line of said Spyglass Lane for a distance of 3.19 feet to a point of compound curve, said newest curve being concave in a southwesterly direction and having a central angle of 14°-32'-16" and a radius of 260.0 feet; thence turn an angle to the left and run in a northwesterly direction along the curved northeast right-of-way line of Spyglass Lane for a distance of 65.97 feet to the point of ending of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve and along the northeast right-of-way line of Spyglass Lane for a distance of 79.01 feet to an existing iron rebar being the most southerly corner of Lot 20, Heatherwood 9th Sector Phase 1, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map-Book 18, Page 130; thence turn an angle to the right of 101°-56'-14" and run in a northeasterly direction along the southeast line of said Lot 20 for a distance of 136.96 feet to an existing iron rebar; thence turn an angle to the left of 34°-02'-23" and run in a northeasterly direction along the east line of said Lot 20 for a distance of 71.44 feet to an existing iron rebar being the most southerly corner of Lot 18 of said Heatherwood 9th Sector Phase 1; thence turn an angle to the right of 21°-53'-20" and run in a northeasterly direction along the southeast line of said Lot 18 for a distance of 149.87 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 9th Sector Phase 1; thence turn an angle to the right of 16°-50'-49" and run in a northeasterly direction along the southeast line of Lots 17 and 16 of said Heatherwood 9th Sector Phase 1 for a distance of 269.33 feet to an existing iron rebar; thence turn an angle to the left of 63°-13'-06" and run in a northwesterly direction along the northeast line of said Lot 16 for a distance of 148.97 feet to an existing iron rebar; thence turn an angle to the left of 3°-31'-12" and run in a northwesterly direction along the northeast line of Lot 15, Heatherwood 9th Sector Phase 2, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 19, Page 17, for a distance of 131.07 feet to an existing iron rebar being the most easterly corner of Lot 14 of said Heatherwood 9th Sector Phase 2; thence turn an angle to the left of 6°-27'-22" and run in a northwesterly direction along the northeast line of said Lot 14 for a distance of 161.19 feet to an existing iron rebar; thence turn an angle to the right of 29°-52'-36" and run in a northerly direction along the east line of Lot 13-A, Heatherwood 9th Sector Phase 2, for a distance of 153.17 feet to an existing iron rebar; thence turn an angle to the left of 25°-20'-59" and run in a northwesterly direction along the northeast line of Lot 13-B of said Heatherwood 9th Sector Phase 2 for a distance of 130.16 feet to an existing iron rebar being the most northerly corner of said Lot 13-B; thence turn an angle to the right of 8°-24'-38" and run in a northwesterly direction for a distance of 422.47 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 75°-37'-18" and run in a northeasterly direction for a distance of 83.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 19°-40'-35" and run in a northeasterly direction for a distance of 108.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27°-11'-13" and run in a northeasterly direction for a distance of 406.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 3°-26'-35" and run in a northeasterly direction for a distance of 148.79 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 30°-42'-39" and run in a northeasterly direction for a distance of 383.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 13°-53'-24" and run in a northeasterly direction for a distance of 421.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 68°-11'-19" and run in a southeasterly direction for a distance of 156.69 feet, more or less, to the point of beginning.



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Part of the SW ¼ of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being on the northwest right-of-way line of Heatherwood Drive and being the most easterly corner of Lot 22, Heatherwood 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Pages 161-163; run in a northwesterly direction along the east line of said Lot 22 for a distance of 91.60 feet to an existing iron rebar; thence turn an angle to the right of 12°-22'-10" and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 155.94 feet to an existing iron rebar; thence turn an angle to the left of 107°-45'-34" and run in a southwesterly direction along the northwest line of said Lot 22 for a distance of 20.22 feet to an existing iron rebar being the most easterly corner of Lot 25, Phase I Heatherwood 8th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 118; thence turn an angle to the right of 97°-33'-06" and run in a northwesterly direction along the east line of said Lot 25 for a distance of 54.94 feet to an existing iron rebar; thence turn an angle to the right of 0°-18'-20" and run in a northwesterly direction along the northeast line of said Lot 25 for a distance of 80.50 feet to an existing iron rebar being the southeast corner of Lot 24 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of 14°-22'-04" and run in a northwesterly direction along the east line of said Lot 24 for a distance of 151.18 feet to an existing iron rebar; thence turn an angle to the left of 1°-26'-21" and run in a northwesterly direction along the east line of Lot 23 of said Heatherwood 8th Sector Phase I for a distance of 218.0 feet to an existing iron rebar being the most easterly corner of Lot 22 of said Phase I Heatherwood 8th Sector; thence turn an angle to the left of 17°-14'-27" and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 120.51 feet to an existing iron rebar being on a curve, said curve being concave in a northwesterly direction and having a central angle of 22°-56'-39" and a radius of 441.75 feet; thence turn an angle to the left (101°-11'-25" to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 176.90 feet to an existing iron rebar being the northwest corner of said Lot 22 and being on the east right-of-way line of Coshatt Trail; thence turn an angle to the right (109°-20'-33" to the chord) and run in a northwesterly direction along the northeast right-of-way line of Coshatt Trail for a distance of 20.15 feet to an existing iron rebar being the most southerly corner of Lot 21, Phase I Heatherwood 8th Sector and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 16°-03'-39" and a radius of 421.75 feet; thence turn an angle to the right (73°-41'-30" from last mentioned chord to the chord of this curve) and run in a northeasterly direction along the arc of said curve for a distance of 118.22 feet to an existing iron rebar being the most easterly corner of said Lot 21; thence from the last mentioned chord line turn an angle to the left of 31°-12'-25" and run in a northeasterly direction for a distance of 131.52 feet to an existing iron rebar; thence turn an angle to the left of 39°-18'-38" and run in a northwesterly direction for a distance of 212.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°-26'-06" and run in a northerly direction for a distance of 148.52 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 65°-28'-50" and run in a northeasterly direction for a distance of 95.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 24°-30'-52" and run in an easterly direction for a distance of 75.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 28°-25'-34" and run in a northeasterly direction for a distance of 62.21 feet to an existing iron rebar being the most westerly corner of Lot 6-B, Heatherwood 9th Sector Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 19, Page 158; thence turn an angle to the right of 87°-22'-16" and run in a southeasterly direction along the southwest line of said Lot 6-B for a distance of 127.83 feet to an existing iron rebar and being the northwest corner of Lot 6-A of said Heatherwood 9th Sector Phase II; thence turn an angle to the right of 18°-28'-18" and run in a southeasterly direction


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along the west line of Lot 6-A for a distance of 135.39 feet to an existing iron rebar being the most westerly corner of Lot 5, Heatherwood 9th Sector Phase I, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 18, Page 130; thence turn an angle to the left of 14°-57'-48" and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 149.15 feet to an existing iron rebar being the most westerly corner of Lot 4 of said Heatherwood 9th Sector Phase I; thence turn an angle to the left of 7°-48'-37" and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 94.11 feet to an existing iron rebar being the northwest corner of Lot 3 of said Heatherwood 9th Sector Phase I; thence turn an angle to the right of 24°-02'-21" and run in a southeasterly direction along the west line of said Lot 3 for a distance of 120.70 feet to an existing iron rebar being the northwest corner of Lot 2 of said Heatherwood 9th Sector Phase I; thence turn an angle to the right of 10°-24'-06" and run in a southerly direction along the west line of said Lot 2 for a distance of 186.45 feet to the southwest corner of said Lot 2; thence turn an angle to the right of 12°-31' and run in a southwesterly direction along the west line of Lot 1 of said Heatherwood 9th Sector Phase I for a distance of 100.62 feet to an existing iron rebar; thence turn an angle to the left of 28°-39'-49" and run in a southeasterly direction for a distance of 83.68 feet to an existing iron rebar; thence turn an angle to the left of 50°-38'-39" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 47.65 feet to an existing iron rebar; thence turn an angle to the left of 54°-30'-08" and run in a northeasterly direction along the southeast line of said Lot 1 for a distance of 274.72 feet to an existing iron rebar being the most easterly corner of said Lot 1 and being on the southwest right-of-way line of Spyglass Lane and being on a curve, said curve being concave in a southwesterly direction and having a central angle of 14°-32'-16" and a radius of 200.0 feet; thence turn an angle to the right (85°-41'-01" to the chord of said curve) and run in a southeasterly direction along the curved southwest right-of-way line of Spyglass Lane for a distance of 50.75 feet to a point of compound curve, said newest curve being concave in a southwesterly direction and having a central angle of 0°-36'-40" and a radius of 640.0 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve and along the southwest right-of-way line of Spyglass Lane for a distance of 6.83 feet to an existing iron rebar set by Laurence D. Weygand and being the most northerly corner of Lot 20-A, A Resubdivision of Lots 18, 19 and 20, Heatherwood 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 26, Page 11; thence turn an angle to the right (86°-52'-23" from the chord of last mentioned curve) and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 41.31 feet to an existing iron rebar; thence turn an angle to the right of 1°-40'-05" and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 201.19 feet to an existing iron rebar being the most northerly corner of Lot 21 of said Heatherwood 4th Sector (Map Book 9, Page 161-163); thence turn an angle to the right of 2°-24'-45" and run in a southwesterly direction for a distance of 152.68 feet to an existing iron rebar being the northwest corner of said Lot 21; thence turn an angle to the left of 67°-18'-55" and run in a southerly direction along the west line of said Lot 21 for a distance of 142.98 feet to an existing iron rebar; thence turn an angle to the left of 34°-51'-29" and run in a southeasterly direction along the west line of said Lot 21 for a distance of 69.73 feet to an existing iron rebar being on the northwest right-of-way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 3°-20'-26" and a radius of 1287.73 feet; thence turn an angle to the right (83°-36'-56" to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along the northwest right-of-way line of Heatherwood Drive for a distance of 75.08 feet, more or less, to the point of beginning. Containing 7.54 acres, more or less.


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