

After Recordation Return to:  
 Bank Independent  
 P O Box 5000  
 Sheffield, AL 35660

**MORTGAGE**

<b>BORROWER</b>		<b>MORTGAGOR</b>	
PenEddie, LLC		PenEddie, LLC	
ADDRESS		ADDRESS	
1485 International Parkway Heathrow, FL 32746		1485 International Parkway Heathrow, FL 32746	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.

In consideration of the loan or other credit accommodation specified and any future advances or future Obligations, as defined herein, which may be advanced or incurred, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor grants, warrants, bargains, sells, assigns, conveys, and mortgages to Bank Independent, P O Box 5000, Sheffield, AL 35660

(“Lender”), its successors and assigns, with power of sale and right of entry and possession all of Mortgagor’s present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Mortgage and incorporated herein by this reference, together with all present and future improvements, chattels, and fixtures; all privileges, hereditaments, and appurtenances; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively “Property”), until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor’s heirs, representatives, successors and assigns, hereby expressly warrant, covenant, and agree with Lender, its successors and assigns as follows:

**1. OBLIGATIONS.** This Mortgage shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (cumulatively “Obligations”) to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
Fixed	\$884,000.00	06/22/07	07/05/12		20442881

(b) all other present or future written agreements with Lender which refer specifically to this Mortgage (**whether executed for the same or different purposes than the foregoing**);

(c) any guaranty of obligations of other parties given to Lender now or hereafter executed which refers to this Mortgage;

(d) future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Mortgage, made or extended to or on behalf of Mortgagor or Borrower. Mortgagor agrees that if one of the Obligations is a line of credit, the lien created by this Mortgage shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall this Mortgage, not including sums advanced to protect the security of this Mortgage, exceed \$ 884,000.00; and

(e) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

**2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor has fee simple marketable title to the Property and shall maintain the Property free of all mortgages, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to “Hazardous Materials”, as defined herein, and other environmental matters (the “Environmental Laws”), and neither the federal government nor the state where the Property is located nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor’s knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor’s knowledge, has any other party used, generated, released, discharged, stored, or disposed of any Hazardous Materials, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit, or permit such actions to be taken in the future. The term “Hazardous Materials” shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum, (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

(d) Mortgagor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Mortgagor at any time;

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(f) Mortgagor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement (including, but not limited to, those governing Hazardous Materials) which might materially affect the Property or Lender's rights or interest in the Property pursuant to this Mortgage.

**3. PRIOR MORTGAGES.** Mortgagor represents and warrants that there are no prior mortgages or deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Mortgage which Mortgagor agrees to pay and perform in a timely manner. If there are any prior mortgages or deeds of trust then Mortgagor agrees to pay all amounts owed, and perform all obligations required, under such mortgages or deeds of trust and the indebtedness secured thereby and further agrees that a default under any prior mortgage or deed of trust shall be a default under this Mortgage and shall entitle Lender to all rights and remedies contained herein or in the Obligations to which Lender would be entitled in the event of any other default.

**4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN MORTGAGORS OR BORROWERS.** In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity), Lender may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable. At Lender's request, Mortgagor or Borrower as the case may be, shall furnish a complete statement setting forth all of its stockholders, members or partners, as appropriate, and the extent of their respective ownership interests.

**5. ASSIGNMENT OF RENTS.** Mortgagor absolutely assigns to Lender all present and future rents, royalties, income and profits which arise from the use or occupancy of all or any portion of the Property. Until Mortgagor is in default under this Mortgage or any of the Obligations, Mortgagor shall have a license to collect and receive the rents, royalties, income and profits. Upon any default under this Mortgage or any of the Obligations, Lender may terminate Mortgagor's license without notice and may thereafter proceed to collect the rents, royalties, income, and profits with or without the appointment of a receiver. All rents, royalties, income and profits collected by Lender or a receiver will be applied first to pay all expenses of collection, then to the payment of all costs of operation and maintenance of the Property, and then to the payment of the Obligations secured by this Mortgage in the order determined by Lender in its sole discretion.

**6. CONSTRUCTION MORTGAGE.**  If checked, this Mortgage is a construction mortgage that secures an Obligation incurred for the acquisition cost of the land and/or the construction of an improvement on land, and it will be subject to the terms of a construction loan agreement between Mortgagor and Lender. Any materials, equipment or supplies used or intended for use in the construction, development or operation of the Property, whether stored on or off the Property, shall also be subject to the lien of this Mortgage. Mortgagor shall obtain Lender's approval of all plans and specifications, and no changes to the plans and specifications or the nature of the construction project shall be permitted without the prior written approval of Lender.

**7. LEASES AND OTHER AGREEMENTS.** Mortgagor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Mortgagor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Lease more than one month in advance; (b) modify any Lease; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Mortgagor's rights, title and interest in and to any Lease or the amounts payable thereunder; or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Mortgagor receives at any time any written communication asserting a default by Mortgagor under any Lease or purporting to terminate or cancel any Lease Mortgagor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Leases and the amounts due to Mortgagor thereunder are hereby assigned to Lender as additional security for the Obligations.

**8. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Mortgagor to notify any third party (including, but not limited to lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Mortgagor with respect to the Property (cumulatively "Indebtedness") ~~whereby~~ a default exists under this Mortgage. Mortgagor shall diligently collect the Indebtedness owing to Mortgagor from these third parties until the giving of such notification. In the event that Mortgagor possesses or receives possession of any instruments or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Mortgagor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the indebtedness ~~whereby~~ an Event of Default exists under this Mortgage. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee in possession. **\*in the event**

**9. USE AND MAINTENANCE OF PROPERTY.** Mortgagor shall take all actions and make any repairs needed to maintain the Property in good condition. Mortgagor shall not commit or permit any waste to be committed with respect to the Property. Mortgagor shall use the Property solely in compliance with applicable law and insurance policies. ~~Mortgagor shall not be permitted to alter, modify, or improve the Property without Lender's prior written consent.~~ **\*in the event** all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Mortgagor's sole expense.

**10. LOSS OR DAMAGE.** Mortgagor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Mortgagor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

**11. INSURANCE.** The Property will be kept insured for its full insurable value against all loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Lender. **MORTGAGOR HAS THE RIGHT TO PROVIDE SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY MORTGAGOR**, subject to the right of Lender to decline the insurance offered by Mortgagor for reasonable cause before credit is extended. The insurance policies shall require the insurance company to provide Lender with at least 10 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Mortgagor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Mortgagor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 22 and secured hereby. Mortgagor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Mortgagor in making and settling claims under insurance policies, cancelling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Mortgagor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Mortgagor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

**12. ZONING AND PRIVATE COVENANTS.** Mortgagor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Mortgagor's use of the Property is or becomes a nonconforming use under any zoning provision, Mortgagor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Mortgagor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

**13. CONDEMNATION.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

**14. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS.** Mortgagor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Mortgagor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Mortgagor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

**15. INDEMNIFICATION.** Lender shall not assume or be responsible for the performance of any of Mortgagor's obligations with respect to the Property under any circumstances. Mortgagor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses) causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Mortgagor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Mortgagor's cost. Mortgagor's obligation to indemnify Lender under this paragraph shall survive the termination, release, satisfaction or foreclosure of this Mortgage.

**16. TAXES AND ASSESSMENTS.** Mortgagor shall pay all taxes and assessments relating to the Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Mortgagor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

**\*after an event of default**



*[Handwritten initials and signature]*



**26. PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property (except as required under Paragraph 34), nor shall Lender be obligated to release any part of the Property if Mortgagor is in default under this Mortgage.

**27. MODIFICATION AND WAIVER.** The modification or waiver of any of Mortgagor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Mortgagor's Obligations, delay or fail to exercise any of its rights or accept payments from Mortgagor or anyone other than Mortgagor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Mortgagor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Mortgagor, Borrower or third party or any of its rights against any Mortgagor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver, and Lender shall have the right at any time thereafter to insist upon strict performance.

**28. SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Mortgagor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

**29. NOTICES.** Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.

**30. SEVERABILITY.** Whenever possible, each provision of this Mortgage shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall remain valid.

**31. APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction of any court selected by Lender, in its sole discretion, located in that state.

**32. MISCELLANEOUS.** Mortgagor and Lender agree that time is of the essence. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.

**33. SATISFACTION.** Upon the payment of all of the Obligations, including all future advances and all sums advanced by Lender pursuant to this Mortgage, this Mortgage shall be void and Lender will mail or deliver to Mortgagor a written satisfaction in recordable form. Until such time, this Mortgage shall remain in full force and effect.

If this Mortgage secures an open end or revolving line of credit which provides for future advances, satisfaction of the Obligations shall not occur until there is no outstanding indebtedness under any of the Obligations secured by this Mortgage and no commitment or agreement by Lender to make advances or otherwise give value under any agreement evidencing the Obligations. Upon written request to satisfy this Mortgage signed by Mortgagor and all other persons who have a right to require Lender to extend value, and provided there is no outstanding Obligation at that time, Lender will cause this Mortgage to be satisfied in accordance with law. After the written request for satisfaction, neither Mortgagor nor any other person shall have any right to request or demand that Lender extend value under this Mortgage or any other agreements as Lender shall be released from all commitments to extend value thereunder. Until the request to satisfy this Mortgage is duly signed and delivered to Lender, this Mortgage shall continue in full force and effect.

Mortgagor shall pay any costs of recordation of the satisfaction

**34. JURY TRIAL WAIVER. MORTGAGOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE.**

**35. ADDITIONAL TERMS.**



20070627000301490 4/6 \$1352.00  
Shelby Cnty Judge of Probate, AL  
06/27/2007 10:12:49AM FILED/CERT

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage and acknowledges receipt of an exact copy of it

Dated this 22nd day of June, 2007

MORTGAGOR **PenEddie, LLC**

By: **M & A Holdings, LLC**

By: \_\_\_\_\_

**Michael E. Lewis**

**Its: Member / Manager**

MORTGAGOR:

MORTGAGOR:

MORTGAGOR **PenEddie, LLC**

By: **Condale Group, LLC**

By: \_\_\_\_\_

**H. Eliot Subin**

**Its: Manager**

MORTGAGOR:

MORTGAGOR:

State of Alabama )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
(Notarial Seal) \_\_\_\_\_

State of Alabama )  
County of \_\_\_\_\_ )

Notary Public

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
(Notarial Seal) \_\_\_\_\_

State of Alabama )  
County of Jefferson )

Notary Public

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_, a

Given under my hand and official seal this 22 day of June, 2007  
(Notarial Seal) Lisa A. Morrison

State of Alabama )  
County of Jefferson )

Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 7, 2008  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_, a

Given under my hand and official seal this 22 day of June, 2007  
(Notarial Seal) Lisa A. Morrison

Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 7, 2008  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

**SCHEDULE A**

The following described real property located in the County of Shelby, State of Alabama:  
See Attached Exhibit "A"

**SCHEDULE B**



20070627000301490 5/6 \$1352.00  
Shelby Cnty Judge of Probate, AL  
06/27/2007 10:12:49AM FILED/CERT

THIS DOCUMENT WAS PREPARED BY: **Bank Independent**

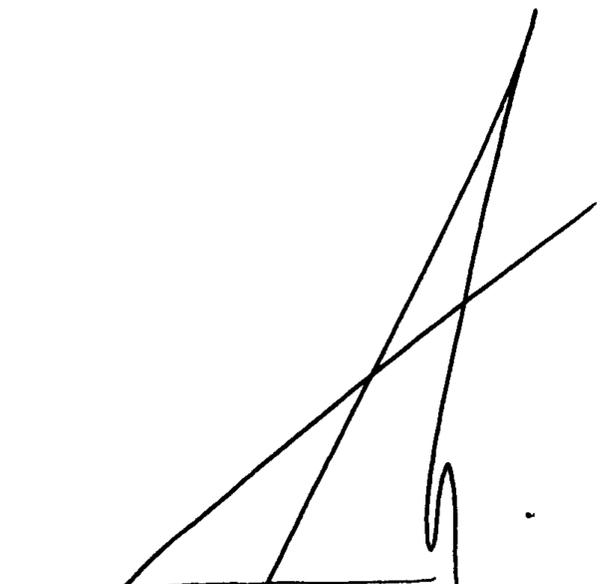
AFTER RECORDING RETURN TO LENDER AT ITS ADDRESS DESCRIBED ABOVE.

**Exhibit "A"**

Beginning at the Northeast corner of Lot 1, Block 1, of Willow Glen Subdivision, as recorded in Map Book 7, page 101, in the Probate Office of Shelby County, Alabama and run thence North  $90^{\circ} 00' 00''$  East along the North line of Open Space 'A' and the South line of Meadowlark Place, a public Street, a distance of 130.08 feet to a corner and the point of beginning of the property being described; thence continue last described course a distance of 240.32 feet to the P.C. of a curb return to the right having a central angle of  $90^{\circ} 00' 00''$  and a radius of 35.0 feet; thence run along the arc of said curve an arc distance of 50.26 feet to the P.T. of said curve and on a curve to the left having a central angle of  $05^{\circ} 11' 35''$  and a radius of 2,125.19 feet; thence run along the arc of said curve an arc distance of 192.62 feet to a corner; thence run North  $89^{\circ} 57' 22''$  West a distance of 309.67 feet to a corner; thence run North  $00^{\circ} 02' 27''$  East a distance of 219.49 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

  
MICHAEL LEWIS

  
ERIN SUBIN