

20070921000444750 1/8 \$40.00
Shelby Cnty Judge of Probate, AL
09/21/2007 01:03:47PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	17595 CASSIN CASSIN
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	11978744 ALAL FIXTURE
File with: CC AL Shelby, AL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME BAILEY HIGHWAY 280 LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 231 East Jefferson Street			CITY Montgomery	STATE AL	POSTAL CODE 36104	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 4361280		<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME MERRILL LYNCH MORTGAGE LENDING, INC.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 4 World Financial Center, 16th Floor Attn: Commercial Mortgage Financing			CITY New York	STATE NY	POSTAL CODE 10080	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$0.00
Mortgage tax due (\$.15 per \$100.00 or fraction thereof) \$0.00

5. ALTERNATIVE DESIGNATION [if applicable]		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA							

11978744 Thomas Sweeney 1302-463

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FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	BAILEY HIGHWAY 280 LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

• 11978744-AL-117

17595 CASSIN CASSIN

Thomas Sweeney

1302-463

File with: CC AL Shelby, AL

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
11d. <u>SEE INSTRUCTION</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ☒ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
1595 Sprin Hill Road, Suite 310		Vienna	VA	22182	

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

14. Description of real estate:

Description: Bailey Brothers Shoppes 4673 Highway 280
Birmingham, Alabama 35242 initial mortgage instrument
number: 20070706000320150 on 07/06/2007

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years
☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

SCHEDULE "A" TO UCC

All rights, interests and estates now owned, or hereafter acquired by Debtor in, to or under the following (collectively, the "**Property**");

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage, Assignment of Leases and Rents and Security Agreement (the "**Security Instrument**");

(c) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases"), and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues, profits, from the Land and Improvements, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(h) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;


(m) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(n) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in sections (a) through (m) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

EXHIBIT "A"
LEGAL DESCRIPTION


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PARCEL I:

Lot 2, according to the Survey of Lots 1, 2 and 3 of Colonial Properties Subdivision, as recorded in Map Book 8, Page 138, in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

PART OF THE SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ AND SW $\frac{1}{4}$ OF NW $\frac{1}{4}$ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN $88^{\circ}42'00''$ TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN $90^{\circ}00'00''$ TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN $90^{\circ}00'00''$ TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE RIGHT SUBTENDING A CENTRAL ANGLE OF $1^{\circ}34'50''$ AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN $91^{\circ}03'48''$ TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 2 FOR 155.57 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND THE SOUTHEASTERLY CORNER OF LOT 1 ACCORDING TO SAID SURVEY OF LOTS 1, 2 AND 3 AND THE SOUTHEASTERN CORNER OF LOT 2; THENCE TURN $87^{\circ}31'43''$ TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY ALONG LINE OF LOT 1 AND LOT 2 FOR 128.76 FEET TO A POINT, SAID POINT BEING THE CORNER OF SAID LOT 1 AND LOT 2; THENCE TURN $86^{\circ}08'13''$ TO THE RIGHT AND RUN NORTHWESTERLY ALONG LOT 1 AND LOT 2 FOR 93.11 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF INVERNESS PARKWAY, SAID POINT ALSO BEING ON A CURVE TO THE RIGHT SUBTENDING A CENTRAL ANGLE OF $28^{\circ}41'03''$ AND HAVING A RADIUS OF 280.93 FEET; THENCE TURN $114^{\circ}29'12''$ TO THE RIGHT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 140.64 FEET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 TO THE END OF SAID CURVE, SAID POINT ALSO BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL

**EXHIBIT "A" CONTINUED
LEGAL DESCRIPTION**

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ANGLE OF 16°40'00" AND HAVING A RADIUS OF 542.02 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 FOR 157.68 FEET TO THE END OF SAID CURVE; THENCE AT TANGENT TO SAID CURVE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND LOT 2 FOR 18.57 FEET TO THE POINT OF BEGINNING. PARCEL I CONTAINS 64,587 SF OR 1.48 ACRES.


PARCEL II:

Lots 3A and 3B, according to a Resurvey of Lot 3 of Lots 1, 2 and 3 of Colonial Properties Subdivision as recorded in Map Book 10, Page 8 in the Probate Office of Shelby County, Alabama, being bounded and described as follows:

PART OF THE SE ¼ OF NW ¼ AND SW ¼ OF NW ¼ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN 88°42'00" TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL ANGLE OF 1°29'38" AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN 90°28'34" TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 3B FOR 147.05 FEET TO A POINT; THENCE TURN 76°31'26" TO THE LEFT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY FOR 215.00 FEET ALONG THE SOUTHERLY LINES OF LOTS 3A AND 3B TO A POINT; THENCE TURN 75°07'00" TO THE RIGHT AND RUN SOUTHEASTERLY FOR 215.00 FEET ALONG THE LINE OF LOT 3A TO A POINT; THENCE TURN 75°05'00" TO THE LEFT AND RUN NORTHEASTERLY ALONG SAID LOT 3A FOR 241.00 FEET TO A POINT; THENCE TURN 101°52'00" TO THE LEFT AND RUN NORTHWESTERLY FOR 831.03 FEET ALONG THE NORTHERLY LINE OF LOT

**EXHIBIT "A" CONTINUED
LEGAL DESCRIPTION**


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3A TO A POINT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY; THENCE TURN 93°24'14" TO THE LEFT AND RUN SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND THE LINE OF LOT 3A FOR 30.05 FEET TO THE POINT OF BEGINNING. PARCEL II CONTAINS 160,599 SF OR 3.69 ACRES MORE OR LESS.

LESS AND EXCEPT FROM THE ABOVE THE FOLLOWING:

PART OF THE SE ¼ OF NW ¼ AND SW ¼ OF NW ¼ OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERN MOST CORNER OF LOT 2 ACCORDING TO THE SURVEY OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 8, PAGE 138 IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST INVERNESS PARKWAY AND NORTHWESTERN MOST CORNER OF LOT 3A ACCORDING TO THE RESURVEY OF LOT 3 OF LOTS 1, 2, & 3 OF COLONIAL PROPERTIES SUBDIVISION AS RECORDED IN MAP BOOK 10, PAGE 8, IN THE OFFICE OF JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTHEASTERLY ALONG THE LINE OF SAID LOT 2 AND LOT 3A FOR 120.24 FEET TO A POINT; THENCE TURN 88°42'00" TO THE RIGHT AND RUN SOUTHWESTERLY FOR 252.70 FEET ALONG SAID LOT 2 AND LOT 3A TO A POINT; THENCE TURN 90°00'00" TO THE LEFT AND SOUTHEASTERLY ALONG LOT 2 AND LOT 3A FOR 44.97 FEET TO A POINT; THENCE TURN 90°00'00" TO THE RIGHT AND RUN SOUTHWESTERLY ALONG LOT 2, LOT 3A AND LOT 3B FOR 180.00 FEET TO A POINT, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280, SAID POINT BEING ON A CURVE TO THE LEFT SUBTENDING A CENTRAL ANGLE OF 1°29'38" AND HAVING A RADIUS OF 5,639.88 FEET; THENCE TURN 90°28'34" TO THE CHORD OF SAID CURVE AND RUN ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE OF US HIGHWAY 280 AND SOUTH LINE OF LOT 3B FOR 147.05 FEET TO A POINT; THENCE TURN 76°31'26" TO THE LEFT TO THE CHORD OF SAID CURVE AND RUN NORTHEASTERLY FOR 215.00 FEET ALONG THE SOUTHERLY LINES OF LOTS 3A AND 3B TO A POINT; THENCE TURN 75°07'00" TO THE RIGHT AND RUN SOUTHEASTERLY FOR 98.23 FEET ALONG THE LINE OF LOT 3A TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE ALONG SAME COURSE FOR 116.77 FEET TO A POINT; THENCE TURN 75°05'00" TO THE LEFT AND RUN NORTHEASTERLY ALONG SAID LOT 3A FOR 241.00 FEET TO A POINT; THENCE TURN 101°52'00" TO THE LEFT AND RUN NORTHWESTERLY FOR 177.44 FEET ALONG THE NORTHERLY LINE OF LOT 3A TO A POINT; THENCE TURN 91°29'10" TO THE LEFT AND RUN SOUTHEASTERLY FOR 242.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL TO BE EXCLUDED CONTAINS 34,463 SF OR 0.79 ACRES MORE OR LESS.