

37.00

ASSIGNMENT OF RENTS AND LEASES

THE FOLLOWING meanings are hereby adopted by the undersigned for the following capitalized terms for purposes of this instrument:

- (14)
- a. "Owner" shall mean Riverchase Country Club
 - b. "Lender" shall mean SouthPoint Bank.
 - c. "Loan Amount" shall mean \$1,200,000.00.
 - d. "Owner's Notice Address" shall mean 2000 Club Road, Birmingham, AL 35244
 - e. "Lender's Notice Address" shall mean 3500 Colonnade Parkway, Suite 140, Birmingham, AL 35243
 - f. "State" shall mean the State of Alabama.



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Bk: LR200860 Pg:19640
Jefferson County, Alabama
I certify this instrument filed on:
02/08/2008 01:13:59 PM XFRL
Judge of Probate- Alan L. King

1. BY THIS AGREEMENT, the Owner, for value received, hereby assigns to the Lender all of the Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, and all rents, royalties, issues, profits, security deposits, income and other benefits now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guaranties of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph, together with any and all guarantees, modifications, extensions and renewals thereof are hereinafter collectively and severally referred to as the "Lease", and all said rents, royalties, issues, profits, security deposits, income and other benefits described in this Paragraph are hereinafter collectively and severally referred to as the "Rents and Profits."

2. OWNER'S PURPOSE in making this assignment is to induce Lender to make the loan in the Loan Amount to Owner by relinquishing to Lender its rights to collect and enjoy the Rents and Profits at any time accrued or accruing by virtue of the Lease as additional security for the outstanding indebtedness to Lender as evidenced by the Note in favor of Lender (hereinafter called the "Obligation" or "Note") dated this same date in the Loan Amount executed by Owner, and as additional security for the Owner's obligations under the Deed of Trust and Security Agreement, or Deed to Secure Debt and Security Agreement, or Mortgage and Security Agreement, as applicable (referred to as the "Indenture") executed to further secure the Obligation and to furnish security for the performance of Owner's obligations contained herein. The Obligation and other said loan documents and all other documents executed in connection with this loan are referred to as the "Loan Documents".

3. THE PARTIES INTEND that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give the Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. UPON THE OCCURRENCE OF ANY DEFAULT under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors



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under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor, Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. OWNER WARRANTIES:

- (a) that no default exists or will exist on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease for more than one (1) month in advance of the date on which it is due under the terms of any Lease;
- (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
- (d) that no concession has been or will be granted to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. OWNER AGREES:

- (a) if the Lease provides for a security deposit paid by lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit;
- (b) before any Lease is executed on the Property (other than Leases approved in writing as of this date) a copy of the same shall be submitted to Lender for its approval which shall not be unreasonably withheld. Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;
- (c) that the Lease shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Lease, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Lease without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Lease, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;
- (d) Owner shall not terminate the Lease or modify or amend the Lease or any of the terms thereof or grant any concessions in connection therewith or accept a surrender thereof without the prior written consent of Lender;
- (e) Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of the Lease;
- (f) Owner shall not discount any future accruing Rents and Profits;
- (g) Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in

accordance with its terms without the prior written consent of Lender;

(h) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law;

(i) Owner shall not request, consent to, agree to, or accept a subordination of the Lease to any mortgagee or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease;

(j) Owner shall faithfully perform and discharge its obligations under the Lease and shall not default thereunder, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Lease or any other person and furnish Lender with a complete copy of said notice; Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease; and if requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against any obligor under the Lease in the case of default under the Lease by any obligor under the Lease;

(k) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Lease" as used herein shall include such lease or agreement;

(l) The Property shall at all times be managed by Owner (so long as no default exists under any of the Loan Documents) or Owner shall at all times contract to manage the Property through a qualified manager, and Owner shall obtain the Lender's prior written consent to and approval of the said management contract and manager before execution of and employing the same, respectively. The said management contract and all of the management, leasing, or other fees under such management contract shall be subordinate to the lien of the Loan Documents;

(m) Owner shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from any obligor under the Lease as required by Lender attesting that the Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one (1) month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease; and

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Lease in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of the Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);

(b) Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Indenture or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein provided to Lender;

(c) Lender shall have the right (but not the obligation), upon any failure of Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Owner agrees to pay, on demand, all costs and expenses (including without limitation Lender's attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the After-Maturity Rate set forth in the Obligation;

(d) upon default by Owner under any Lease, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including Lender's attorney's fees, to the Obligation.

(e) upon any default by Owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender);

(i) Lender shall have the right under this Agreement to use and possess, without rental or charge, all personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease;

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender hereunder to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;

(iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;

(iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Indenture;

(v) Lender shall have the right to cancel or alter any existing Lease; and

(vi) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with any interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

8. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

9. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor the Lender in accordance with the terms of this Assignment.

10. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the county in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.

11. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.

12. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Indenture, note, and guarantees, this Assignment shall be void and of no further effect.

13. All notices given hereunder shall be given in the manner set forth in the Indenture.

14. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

15. This Assignment shall be governed by and construed in accordance with the laws of the State.

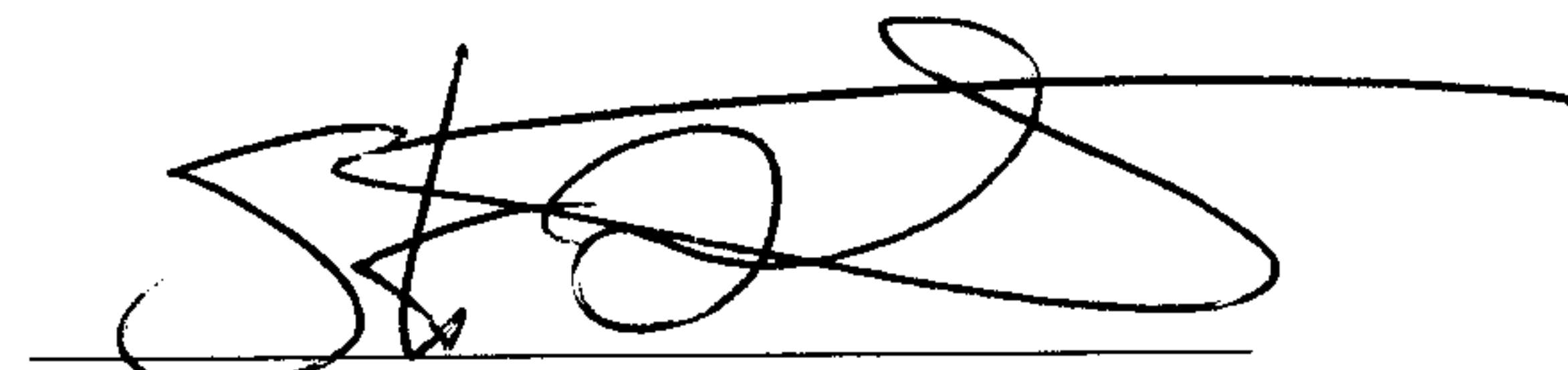
16. This Assignment shall terminate upon the satisfaction of the Indenture by Lender.

17. **After consultation with counsel and recognizing that any dispute hereunder will be commercial in nature and complex, and in order to minimize the costs and time involved in any dispute resolution process, the undersigned knowingly, voluntarily, and intentionally waive any right to a trial by jury with respect to any litigation based upon this transaction or this instrument, or arising out of, under, or in connection with any of the other Loan Documents executed in connection with this transaction, or respecting any course of conduct, course of dealing, statement (whether verbal or written) or action of any party and acknowledge that this provision is a material inducement for entering into this loan transaction by all parties.**

IN WITNESS WHEREOF, this instrument has been executed by the undersigned under seal on this 1st day of February, 2008.

"OWNER:"

Riverchase Country Club

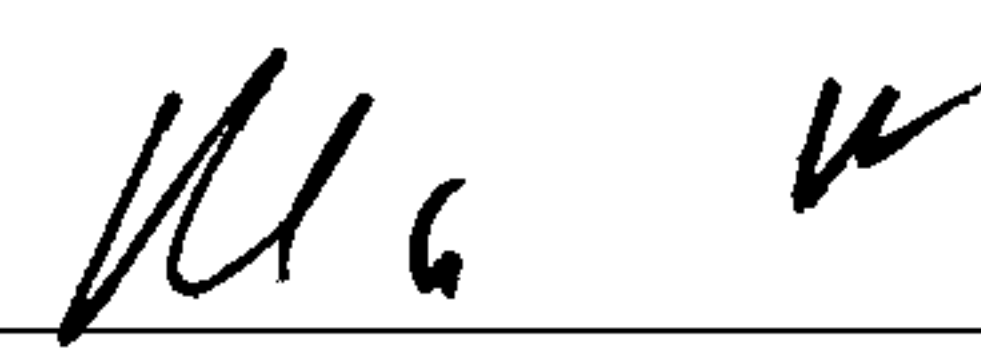


By: Steve Fondots
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Steve Fondots whose name as President of Riverchase Country Club, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1st day of February, 2008.



Notary Public
My Commission Expires: 5-21-08

THIS INSTRUMENT WAS PREPARED BY: Richard W. Theibert, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue, Birmingham, Alabama 35203
(205) 250-8400

EXHIBIT "A"

TRACT 1:

The following is a description of a tract of land situated in the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of Section 35, Township 19 South, Range 3 West; thence South 88°42'32" East along the South section line 1,559.21 feet; thence 90°00'00" left, 487.66 feet to an existing iron pin, being the point of beginning; thence North 86°44'02" West, 70.12 feet to an existing iron pin; thence North 25°01'02" West, 231.78 feet to an existing iron pin, being on the Easterly line of Lot 55, Third Addition Riverchase Country Club Residential Subdivision as recorded in Map Book 7, page 53, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 19°27'18" West along the Easterly line of said subdivision for 657.48 feet to an existing iron pin; thence North 03°26'58" East along the Easterly line of said subdivision 332.60 feet to an existing iron pin; thence North 30°47'00" West, 58.56 feet to an existing iron pin, being on the Southerly right of way of Country Club Circle; thence North 59°13'00" East, 199.81 feet along said right of way to a curve to the right, said curve having a central angle of 90°00'00" and a radius of 25.00 feet; thence along the arc of said curve and right of way 39.27 feet to an existing iron pin; thence South 30°47'00" East tangent to said curve and along said right of way, 17.16 feet to a curve to the left, said curve having a central angle of 28°07'00" and a radius of 260.00 feet; thence along the arc of said curve and right of way 127.59 feet to an existing iron pin; thence South 58°54'00" East, tangent to said curve and along said right of way 22.33 feet, to an existing iron pin on the most Northerly corner of Lot 2334 Riverchase Country Club 23rd Addition as recorded in Map Book 10, page 11, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 02°56'58" West, along the Westerly line of said Lot 2334, and along the Westerly line of Lot 2401, Riverchase Country Club 24th Addition, as recorded in Map Book 10, page 64, in the Office of the Judge of Probate, Shelby County, Alabama, 310.60 feet; thence South 11°01'02" East, along the Westerly line of said Riverchase Country Club, 24th Addition, 251.46 feet; thence South 10°27'02" East, along the Westerly line of said subdivision for 573.52 feet; thence South 40°21'58" West, 95.80 feet to the point of beginning.

TRACT 2:

The following is a description of a tract of land situated in the South 1/2 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the SE 1/4, Section 35, Township 19 South, Range 3 West; thence South 00°07'20" West along the 1/4 line 40.35 feet to a point; thence 90°00'00" right 278.28 feet to an existing iron pin, being the point of beginning; thence North 44°30'51" West, 166.87 feet to an existing iron pin being on the Southwest corner of Lot 2736 Riverchase Country Club 27th Addition, as recorded in Map Book 11, page 56, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 68°42'09" West along the Southerly line of said subdivision 170.65 feet to an existing iron pin; thence South 30°26'20" West along the Southerly line of said subdivision 92.78 feet to an existing iron pin; thence South 85°04'31" West along the Southerly line of said subdivision 116.42 feet to an existing iron pin; thence South 84°16'09" West along the Southerly line of said subdivision and along the Southerly line of Riverchase Country Club 24th Addition as recorded in Map Book 10, page 64, in the Office of the Judge of Probate, Shelby County, Alabama, 831.20 feet to an existing iron pin; thence South 72°23'30" West, 436.44 feet to an existing iron pin; thence South 74°18'37" West, 212.96 feet to an existing iron pin; thence South 61°42'52" West, 123.87 feet to an existing iron pin; thence South 49°20'49" West, 139.29 feet to an existing iron pin; thence South 10°27'02" East, 96.70 feet to an existing iron pin; thence North 89°00'30" East, 354.31 feet to an existing iron pin; thence South 00°38'57" East, 179.01 feet to an existing iron pin; thence North 83°35'09" East, 179.11 feet to an existing iron pin; thence North 80°23'03" East, 640.01 feet to an existing iron pin; thence South 86°57'57" East, 715.98 feet to an existing iron pin; thence North 19°48'09" East, 357.00 feet to an existing iron pin; thence North 15°34'09" East, 309.43 feet to the point of beginning.



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TRACT 3:

The following is a description of a tract of land situated in the South 1/2 of the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of Section 35, Township 19 South, Range 3 West; thence North 00°16'14" East along the West section line 125.02 feet; thence South 88°42'32" East, 526.61 feet to an existing iron pin, being the point of beginning, said point also being on the North line of an Alabama Power Company right of way; thence South 88°42'32" East, along said right of way, 1,479.46 feet to an existing iron pin; thence North 11°58'14" East, leaving said right of way, 192.11 feet to an existing iron pin; thence North 31°57'14" West, 89.14 feet to an existing iron pin; thence North 87°26'11" West, 536.52 feet to an existing iron pin; thence North 89°40'11" West, and along the South line of Lots 56-A, 701, 702 and 703, Riverchase Country Club 7th Addition as recorded in Map Book 8, page 176, in the Office of the Judge of Probate, Shelby County, Alabama, 805.19 feet to an existing iron pin; thence South 26°46'08" West, 289.95 feet to the point of beginning.

TRACT 4:

The following is a description of a tract of land situated in the SW 1/4 of the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of Section 35, Township 19 South, Range 3 West; thence North 00°16'14" East, along the West section line 125.02 feet; thence South 88°42'32" East, 245.69 feet to an existing iron pin being the point of beginning, said point also being on the North line of an Alabama Power Company right of way, said point also being the Southeast corner of Lot 707 Riverchase Country Club 7th Addition as recorded in Map Book 8, page 176, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 88°42'32" East, 214.46 feet to an existing iron pin; thence North 26°46'08" East, leaving said right of way 634.46 feet to an existing iron pin being on the Southerly right of way of Fairway View Drive and a curve to the left, said curve having a central angle of 35°57'59" and a radius of 220.00 feet; thence an angle of 81°01'38" left to tangent of said curve and along the arc of said curve and right of way, 138.10 feet to an existing iron pin being the Northeast corner of Lot 704 in said Riverchase Country Club 7th Addition; thence South 40°34'07" West along the Southeast line of Lots 704, 705 and 706, 484.64 feet to an existing iron pin; thence South 24°52'25" West, along the Southeast line of Lot 706, 121.25 feet to an existing iron pin; thence South 02°06'25" West along the Easterly line of Lot 707 in said subdivision, 125.00 feet, more or less, to the point of beginning.

TRACT 5:

The following is a description of a tract of land situated in the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and in the SE 1/4 of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, Bessemer Division, and being more particularly described as follows:

Commence at the SW corner of Section 35, Township 19 South, Range 3 West; thence North 00°16'14" East, along the West section line 1,337.34 feet to a point; thence 90°00'00" right, 215.64 feet to an existing iron pin, being the point of beginning, said point being the most Northerly corner of Lot 718 Riverchase Country Club Seventh Addition, as recorded in Map Book 8, page 176, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 32°57'19" East and along the Northeasterly lines of Lots 718, 719, 720 and 723, in said subdivision, 626.31 feet, to an existing iron pin; thence South 22°14'24" East, along the Northeasterly line of Lot 723, 33.98 feet to an existing iron pin on the Northerly right of way of Fairway View Drive and a curve to the right, said curve having a central angle of 54°57'48" and a radius of 280.00 feet; thence an angle of 76°27'36" left to tangent of said curve and along the arc of said curve and right of way, 268.60 feet to an existing iron pin being on the Northwesternly line of Lot 724 in said Riverchase Country Club 7th Addition; thence North 46°15'48" East along said Northwesternly line of Lot 724, 45.35 feet; thence North 59°34'41" East, along the Northwesternly line of said Lot 724, 116.49 feet to an existing iron pin being on the Southwesterly line of Lot 2, Third Addition Riverchase Country Club Residential Subdivision, as recorded in Map Book 7, page 53, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 17°15'19" West and along the Southwesterly line of said Lot 2, 90.51 feet to an existing iron pin; thence North 46°34'19" West and along the Southwest line of Lots 3 and 4 in said subdivision, 185.50 feet to an existing iron pin; thence North 36°07'19" West and along the Southwest line of Lots 4, 5, 7, 8, 9 and 10, in said subdivision, 600.43 feet to an existing iron pin; thence North 48°19'19" West along the Southwest line of Lots 10, 11, 12, 13 and 14, in said subdivision, 478.34 feet to an existing iron pin; thence North 00°38'41" East along the Westerly line of said Lot 14, 106.74 feet to an existing iron pin on the

Southerly right of way line of Lake Forest Circle; thence South 75°34'00" West, 14.52 feet along said right of way to a curve to the right, said curve having a central angle of 50°08'00" and a radius of 180.00 feet; thence along the arc of said curve and right of way, 185.77 feet; thence North 45°18'00" West, tangent to said curve and along said right of way, 99.21 feet to an existing iron pin on the most Easterly corner of Lot 10, Fourth Addition Riverchase Country Club, as recorded in Map Book 7, page 85, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 47°02'41" West along the Southeasterly line of said Lot 10, 150.22 feet to an existing iron pin; thence South 15°56'19" East along the Easterly line of Lot 11, in said subdivision, 94.64 feet to an existing iron pin; thence South 44°14'19" East along the Northeasterly line of Lot 60, in said subdivision and Lots 716 and 717, in the aforesaid Riverchase Country Club 7th Addition, 688.25 feet to the point of beginning.

TRACT 6:

The following is a description of a tract of land situated in the SE 1/4 of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, Bessemer Division, and the W 1/2 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and the SW 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of Section 35, Township 19 South, Range 3 West; thence South 00°16'14" West along the West section line 102.94 feet; thence 90°00'00" right, 26.86 feet to an existing iron pin being the point of beginning, said point being on the Easterly line of Lot 7, Fourth Addition to Riverchase Country Club as recorded in Map Book 7, page 85, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 17°25'01" West along the Easterly line of Lots 7 and 8 in said subdivision, 160.32 feet to an existing iron pin; thence South 15°41'01" West along the Easterly line of Lots 8 and 9, in said subdivision, 203.58 feet to an existing iron pin; thence South 58°49'01" West along the Southeast line of Lot 9, 48.87 feet to an existing iron pin being on the Northerly right of way of Lake Forest Circle; thence South 45°18'00" East along said right of way 138.51 feet to a curve to the left, said curve having a central angle of 59°08'00" and a radius of 120.00 feet; thence along the arc of said curve and right of way 123.85 feet; thence North 75°34'00" East, tangent to said curve and along said right of way 95.05 feet to a curve to the right, said curve having a central angle of 11°11'01" and a radius of 280.00 feet; thence along the arc of said curve and right of way 54.65 feet to an existing iron pin being on the Southwest corner of Lot 15, Third Addition Riverchase Country Club Residential Subdivision; thence North 01°10'01" East, along the Westerly line of said Lot 15, 148.60 feet to an existing iron pin; thence North 17°04'06" East along the Northwest line of Lots 15, 23 and 24, in said subdivision, 276.21 feet to an existing iron pin; thence North 20°46'01" East, 411.71 feet to an existing iron pin; thence South 86°41'59" East, 312.47 feet to an existing iron pin; thence South 01°12'50" West, 232.22 feet to an existing iron pin on the Easterly line of Lot 29 in the aforesaid Third Addition Riverchase Country Club Residential Subdivision; thence South 36°50'51" East along the Northeasterly line of Lots 29, 30, 31, 32 and 33, in said subdivision, 453.38 feet to an existing iron pin; thence South 29°37'13" East along the Northeasterly line of Lots 33, 34, 35 and 42 in said subdivision, 465.07 feet to an existing iron pin on the Northerly right of way of Country Club Circle; thence North 59°13'00" East, 150.42 feet along said right of way to a curve to the left, said curve having a central angle of 04°05'48" and a radius of 280.00 feet; thence along the arc of said curve and right of way 20.02 feet to an existing iron pin on the Southwest corner of Lot 43 in said subdivision; thence North 23°05'00" West along the Southwesterly line of said Lot 43 and along the Southwesterly line of Lots 28, 27 and 25, Amended Riverchase Country Club Phase II, as recorded in Map Book 8, page 59, and Lot 26, Riverchase Country Club, as recorded in Map Book 7, page 31, all in the Office of the Judge of Probate, Shelby County, Alabama, 792.96 feet to an existing iron pin; thence North 05°00'00" East along the Westerly line of Lot 25 in said Amended Riverchase Country Club Phase II, 172.63 feet to an existing iron pin; thence North 55°02'00" East along the Northwesterly line of said Lot 25, 101.35 feet to the West right of way of Club Drive; thence North 34°58'00" West, 34.78 feet along said right of way to a curve to the right, said curve having a central angle of 38°21'00" and a radius of 280.00 feet; thence along the arc of said curve and right of way 187.41 feet; thence North 03°23'00" East, 89.12 feet along said right of way to the end of Club Drive; thence South 86°37'00" East, leaving said right of way and running along the North line of Lot 24 in said subdivision, 228.65 feet to an existing iron pin; thence South 11°08'00" West along the Easterly line of said Lot 24, 101.03 feet to an existing iron pin; thence South 81°53'00" East along the Northerly line of Lots 23 and 22 in said subdivision, 269.00 feet to an existing iron pin; thence South 04°05'00" West along the Easterly line of Lot 22 in said subdivision, 114.17 feet to an existing iron pin; thence South 11°03'00" East along the Northeasterly line of Lots 22 and 21 in said subdivision 114.17 feet to an existing iron pin; thence South 70°03'00" East along the Northerly line of Lot 16 in said subdivision, 178.40 feet to an existing iron pin being on the West right of way of Riverchase Parkway West; thence North 13°12'00" East, 39.39 feet along said right of way to a curve to the right, said curve having a central angle of 14°38'00" and a radius of 600.00 feet; thence along the arc of said curve and right of way 153.24 feet; thence tangent to said curve North 27°50'00" East, along said right of way 128.93 feet to an existing iron pin on the Southwest corner of

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Lot 15 Riverchase Country Club, as recorded in Map Book 7, page 31, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 47°21'00" West, along the Southwesterly line of said Lot 15, 260.33 feet to an existing iron pin being the Southeast corner of Lot 302, Riverchase Country Club Residential Subdivision, Tenth Addition, as recorded in Map Book 8, page 47, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 70°37'49" West along the Southerly line of Lot 302 in said subdivision, 135.68 feet to an existing iron pin; thence North 13°40'52" West, and along the Southwest line of Lots 303 and 304 in said subdivision, 690.96 feet to a point on elevation 419.0 contour (mean sea level datum); thence along said 419.0 contour in a Northeasterly and Southeasterly direction 1,533.69 feet, more or less, to an existing iron pin being on the Northeast corner of Lot 308 in the aforesaid Riverchase Country Club Residential Subdivision Tenth Addition; thence South 77°41'00" East, leaving said contour elevation 98.18 feet; thence North 84°03'28" East, 36.60 feet; thence North 65°56'28" East, 28.00 feet; thence North 00°13'28" East, 73.80 feet; thence North 89°16'36" West, 50.10 feet to a point on the 419.0 foot contour (mean sea level datum); thence Northwesterly along said contour 1,290.82 feet, more or less, to a point on the most Westerly corner of Lot 508, Riverchase Country Club 12th Addition, as recorded in Map Book 8, page 140, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 42°11'46" East along the Northwesterly line of Lots 508, 507, 506, 505, 504 and 503, in said subdivision, 775.97 feet to an existing iron pin; thence North 12°31'32" West along the Westerly line of Lot 502 in said subdivision 54.94 feet to an existing iron pin; thence North 63°02'38" West, 108.91 feet to a point on the Southeast corner of Lot 271 Ninth Addition Riverchase Country Club, as recorded in Map Book 8, page 46, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 80°55'28" West along the Southerly line of said Lot 271, 50.65 feet to an existing iron pin; thence South 62°11'28" West along the Southerly line of said Lot 272 in said subdivision, 62.18 feet to an existing iron pin; thence South 51°17'28" West and along the Southeast line of Lots 273, 274 and 275, in said subdivision, 703.58 feet; thence South 33°01'12" West, 412.67 feet; thence South 10°44'38" West, 118.92 feet; thence South 89°07'48" West, 88.38 feet; thence North 66°51'21" West, 56.19 feet; thence North 46°33'27" West, 55.21 feet; thence North 17°56'08" West, 25.36 feet; thence North 02°47'24" East, 123.15 feet; thence North 14°48'24" East, 680.66 feet; thence North 28°37'08" East, 560.01 feet to an existing iron pin on the Northwest corner of Lot 279, in said subdivision, said point being on a curve to the left, said curve having a central angle of 38°27'18" and a radius of 380.00 feet; thence an angle of 98°50'10" left to tangent of said curve and along the arc of said curve and right of way, 255.04 feet to an existing iron pin; thence South 38°40'43" West, leaving said right of way and along the Southeast line of Lot 280 in said subdivision 74.23 feet to an existing iron pin; thence South 34°37'25" West along the Southeast line of Lots 280, 281, 282 and 283, in said subdivision, 478.77 feet to an existing iron pin; thence South 06°28'50" West and along the Easterly line of Lots 284, 285 and 286, 465.18 feet to an existing iron pin; thence South 15°13'19" East, 50.45 feet to a point on elevation 419.0 contour (mean sea level datum); thence along said 419.0 contour in a Southwesterly and Westerly direction 1,741.47 feet, more or less, to a point; thence North 70°00'00" West, leaving said contour elevation, 22.17 feet to an existing iron pin being on the East right of way of Lake Forest Circle; thence South 20°00'00" West, 245.69 feet along said right of way to an existing iron pin on the North line of Lot 61, Fifth Addition Riverchase Country Club, as recorded in Map Book 7, page 54, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 83°25'20" East along said Northerly line of said Lot 61, 39.12 feet to a point on elevation 419.0 contour (mean sea level datum); thence along said 419.0 contour in an Easterly and Southerly direction and along the Easterly boundary of Fifth Addition Riverchase Country Club, as recorded in Map Book 7, page 54, in the Office of the Judge of Probate, Shelby County, Alabama, 1,162.52 feet; more or less, to a point; thence South 28°27'01" West, 475.52 feet to the point of beginning.

TRACT 7:

The following is a description of a tract of land situated in the South 1/2 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the NW corner of the NE 1/4 of the SE 1/4 of Section 26, thence South 00°08'45" East along the 1/4 section line 717.56 feet; thence 90°00'00" right, 871.64 feet to an existing iron pin, being the point of beginning, said point being on the Northeasterly line of Lot 290, Ninth Addition Riverchase Country Club as recorded in Map Book 8, page 46, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 22°23'19" West along said Northeasterly line of Lot 290, 48.00 feet to an existing iron pin; thence North 80°07'14" West along the Northeasterly line of Lot 290, 140.66 feet to an existing iron pin; thence North 61°07'39" West along the Northeasterly line of Lot 290, 122.19 feet to an existing iron pin being the most Easterly corner of Lot 290-A in said subdivision; thence North 46°26'57" West along the Northeasterly line of said Lot 290-A, 111.76 feet to an existing iron pin; thence North 72°18'16" West along the Northeasterly line of said Lot 290-A, 49.33 feet to an existing iron pin; thence South 69°52'25" West along the Northwesterly line of said Lot 290-A and along the Northerly line of Lot 5, Hunters Addition to Riverchase as recorded in Map Book 8, page 147, in the Office of the Judge of Probate, Shelby County, Alabama, 215.15 feet to an existing iron pin; thence South 33°33'22" West along the Northwesterly line of

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Lot 5 and Lot 4 in said subdivision, 317.59 feet to an existing iron pin; thence South 25°47'35" West along the Northwesterly line of Lots 4, 3 and 2, in said subdivision, 374.54 feet to an existing iron pin; thence South 15°32'29" West along the Northwesterly line of Lot 2, 85.47 feet to an existing iron pin; thence South 36°43'27" West along the Northwesterly line of Lot 1, 74.53 feet to an existing iron pin; thence South 46°33'40" West along the Northwesterly line of said Lot 1 and along the Northwesterly line of Lots 234, 233, 232, 231 and 230, Ninth Addition Riverchase Country Club, as recorded in Map Book 8, page 46, in the Office of the Judge of Probate, Shelby County, Alabama, 674.82 feet to an existing iron pin; thence South 62°18'07" West, along the Northwesterly line of Lot 230 in said subdivision, 79.93 feet to an existing iron pin; thence South 18°53'20" West along the Northwesterly line of said lot, 23.83 feet to an existing iron pin being on the Northerly right of way line of Lake Forest Circle and a curve to the left, said curve having a central angle of 11°37'19" and a radius of 440.00 feet; thence an angle of 90°00'00" right to tangent of said curve and along the arc of said curve and right of way 89.25 feet to an existing iron pin on the Southeast corner of Lot 11, The Oaks, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 10, page 89; thence North 19°18'53" West along the Easterly line of Lots 11 and 10 in said subdivision, 117.12 feet to an existing iron pin; thence North 42°15'27" East along the Southeast line of Lots 10, 9, 8, 7, 6, 5, 4, 3, 2, 1 and 44, 551.50 feet to an existing iron pin; thence North 03°58'25" West, 282 feet more or less, to the center line of the Cahaba River; thence Northeasterly and Southeasterly along said river center line, following the meander of the river, 1,880 feet, more or less, to a point; thence South 22°24'19" West, 255 feet, more or less, to the point of beginning.

TRACT 8:

The following is a description of a tract of land situated in the E 1/2 of Section 26 and the NW 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the SE 1/4 of Section 26; thence South 00°08'45" East along the 1/4 section line 205.76 feet; thence 90°00'00" left, 95.61 feet to the point of beginning; thence North 77°50'17" East, 498.45 feet to an existing iron pin; thence North 76°40'05" East, 154.61 feet to an existing iron pin being the most Southeasterly corner of Lot 26, Chase Plantation 4th Sector, as recorded in Map Book 9, page 156; thence North 29°39'47" East along the Southeasterly line of Lots 26, 25 and 24, in said subdivision, 267.68 feet to an existing iron pin; thence North 27°20'37" East along the Southeasterly line of Lots 24, 23, 22, 21 and 20 in said subdivision, 203.91 feet; thence North 41°20'59" East along the Southeasterly line of Lots 20, 19, 18, 17, 16, 15, 14 and 13, in said subdivision, 200.00 feet to an existing iron pin; thence North 54°03'22" East along the Southeasterly line of Lots 13, 12, 11, 10, 9, 8, 7, 6, 5 and 4 in said subdivision, 242.02 feet to an existing iron pin; thence North 75°23'25" East along the Southeasterly line of Lots 4, 3, 2 and 1, in said subdivision and Lots 58, 57, 56, 55, 54, 53 and 52, in Chase Plantation 3rd Sector, as recorded in Map Book 9, page 47, in the Office of the Judge of Probate, Shelby County, Alabama, 248.34 feet to an existing iron pin; thence South 69°51'32" East along the Southwesterly line of Lots 52, 51 and 50-A, in said subdivision 211.94 feet to an existing iron pin being on the Westerly line of Lot 25, Amended Map Chase Plantation 2nd Sector, as recorded in Map Book 8, page 159, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 01°39'32" East along the Westerly line of said Lot 25, 172.07 feet to an existing iron pin on the Northwest corner of Lot 2204, 22nd Addition Riverchase Country Club as recorded in Map Book 9, page 124, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 53°54'29" West along the Northwesterly line of Lot 2205 in said subdivision 118.74 feet; thence South 72°03'28" West along the Northwest line of Lots 2206 and 2207, 285.93 feet; thence South 51°59'30" West along the Northwest line of Lots 2207, 2208, 2209, 2210, 2211, 2212 and 2213, in said subdivision, 703.13 feet to an existing iron pin; thence South 30°07'34" West along the Northwest line of Lot 2213, 129.47 feet to an existing iron pin; thence South 71°21'43" West, 478.30 feet to an existing iron pin; thence South 53°48'53" West 616.83 feet; thence South 09°27'53" West, 91.21 feet; thence South 82°14'53" West, 126.10 feet; thence North 02°55'29" East, 58.08 feet; thence North 65°34'31" West, 60.38 feet to an existing iron pin on the most Southeasterly corner of Lot 252 Ninth Addition to Riverchase Country Club, as recorded in Map Book 8, page 46, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 06°23'31" West along the Easterly line of said Lot 252, 180 feet, more or less, to the center line of the Cahaba River; thence along said river center line, following the meander of the river, Easterly and Northerly 330 feet, more or less, to a point; thence North 39°25'53" East, 395 feet, more or less, to the point of beginning.

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LESS AND EXCEPT: Pump Station "A":

Part of the NE 1/4 of SE 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of Lot 2213, Riverchase Country Club 22nd Addition, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, page 124 A & B, run in a Northeasterly direction along the Northwest line of said Lot 2213 for a distance of 51.91 feet to the point of beginning; thence continue along last mentioned course for a distance of 57.99 feet; thence turn an angle to the left of 142°15'04" and run in a Southwesterly direction for a distance of 89.72 feet; thence turn an angle to the left of 72°09'20" and run in a Southerly direction for a distance of 44.19 feet; thence turn an angle to the left of 114°21'55" and run in a Northeasterly direction for a distance of 57.78 feet, more or less, to the point of beginning.

TRACT 9:

The following is a description of a tract of land situated in the SE 1/4 of Section 26 and the SW 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 26; thence North 00°08'45" West along 1/4 section line, 1,270.66 feet; thence 90°00'00" right, 249.91 feet to an existing iron pin being the point of beginning; thence North 11°26'43" West, 240.00 feet to an existing iron pin; thence North 59°19'33" East, 490.12 feet to an existing iron pin; thence North 76°53'28" East, 168.00 feet to an existing iron pin; thence North 61°56'03" East, 554.52 feet to an existing iron pin being on the Southeast line of Lot 2220, 22nd Addition to Riverchase Country Club, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, page 124; thence South 80°27'24" East along the Southerly line of Lots 2220 and 2221 in said subdivision, 108.52 feet to an existing iron pin; thence North 47°00'36" East along the Southeast line of Lots 2221, 2222 and 2230, in said subdivision, 343.11 feet to an existing iron pin; thence North 57°12'36" East along the Southeast line of Lots 2230 and 2231 in said subdivision 301.03 feet to an existing iron pin; thence North 89°59'36" East along the Southerly line of Lots 2232 and 2233 in said subdivision, 90.97 feet to an existing iron pin being on the Westerly line of Lot 1111, Riverchase Country Club, 18th Addition, as recorded in Map Book 9, page 86, in the Office of the Judge of Probate, Shelby County, Alabama; thence South 04°37'24" East along the Westerly line of said Lot 1111, 99.33 feet to an existing iron pin on the most Westerly corner of Lot 1112 in said subdivision; thence South 37°47'36" West, 512.52 feet to an existing iron pin; thence South 31°05'36" West, 129.62 feet to an existing iron pin; thence South 69°18'36" West, 183.83 feet to an existing iron pin; thence North 54°37'00" West, 139.84 feet to an existing iron pin; thence South 35°31'00" West, 137.60 feet to an existing iron pin; thence South 62°58'36" West, 396.32 feet to an existing iron pin; thence South 60°05'07" West, 546.61 feet to an existing iron pin; thence North 89°51'32" West, 163.11 feet to the point of beginning.

TRACT 10:

The following is a description of a tract of land situated in the South 1/2 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 26; thence North 00°08'45" West along 1/4 section line 1,285.06 feet; thence 90°00'00" right, 185.84 feet to an existing iron pin being the point of beginning; thence South 87°27'42" West and along the Northerly line of Lot 1210-A, Resurvey of Lot 1210, Riverchase Country Club 19th Addition, as recorded in Map Book 11, page 55, and along the Northerly line of Lot 1211, Riverchase Country Club, 19th Addition, as recorded in Map Book 9, page 59, and along the Northerly line of Lots 609 and 608, Riverchase Country Club 14th Addition, as recorded in Map Book 8, page 154, all in the Office of the Judge of Probate, Shelby County, Alabama, 789.79 feet to an existing iron pin; thence South 53°36'15" West along the Northwesterly line of 607 in said subdivision and Lot 605-B, Resurvey of Lots 604 and 605, Riverchase Country Club 14th Addition, as recorded in Map Book 9, page 57, in the Office of the Judge of Probate, Shelby County, Alabama, 340.42 feet to an existing iron pin; thence South 56°33'17" West along the Northwesterly line of Lots 605-B and 604-A in said subdivision, 204.18 feet to an existing iron pin; thence South 23°25'23" West along the Northwesterly line of said Lot 604-A and Lots 603 and 602 in said Riverchase Country Club 14th Addition, 165.06 feet to an existing iron pin; thence South 07°32'38" West along the Westerly line of Lots 602 and 601 in said Riverchase Country Club 14th Addition, 152.35 feet to an existing iron pin; thence South 89°18'38" West along the Northerly line of said Lot 601 and Lots 268 and 267, in the Ninth Addition Riverchase Country Club, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8, page 46, 250.01 feet to an existing iron pin;

thence North 26°33'22" West along the Northeast line of Lots 267 and 266, in said subdivision, 69.33 feet to an existing iron pin; thence North 09°16'22" West along the Northeasterly line of Lots 266 and 265, in said subdivision 99.30 feet to an existing iron pin; thence North 24°06'59" East along Southeasterly line of Lots 265, 264, 263, 262 and 261, in said subdivision, 376.90 feet to an existing iron pin; thence North 55°14'15" East along the Southeasterly line of Lots 261, 260, 259, 258, 257, 256 and 255, in said subdivision, 680.47 feet to an existing iron pin; thence North 69°08'14" East along the Southeasterly line of Lot 255 in said subdivision, 67.40 feet to an existing iron pin; thence South 85°08'43" East and along the Southerly line of Lots 255 and 254, in said subdivision, 803.83 feet to an existing iron pin; thence South 11°26'43" East, 196.90 feet to the point of beginning.

TRACT 11:

The following is a description of a tract of land situated in the East 1/2 of the NE 1/4 of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, Bessemer Division, and in the NW 1/4 of the NW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 34, Township 19 South, Range 3 West; thence North 00°15'50" East, along the East section line, 1,184.94 feet; thence 90°00'00" left, 97.35 feet to an existing iron being the the point of beginning, said point being on the Northwesternly right of way of Lake Forest Circle; thence North 70°00'00" West, 42.25 feet to an existing iron pin; thence North 30°20'00" West, 354.00 feet; thence North 82°54'00" West, 88 feet, more or less, to a point on the center line of Cahaba River; thence Northeasterly along said river center line, following the meander of the river, 134 feet, more or less, to a point; thence South 66°49'00" East, 268 feet, more or less; thence North 46°34'55.5" East, 243.24 feet to an existing iron pin on the Westerly right of way of Lake Forest Circle; thence South 20°00'00" West and along said right of way, 540.73 feet to the point of beginning.

TRACT 12:

The following is a description of a tract of land situated in the West 1/2 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of Section 35, Township 19 South, Range 3 West; thence South 89°06'28" East along the 1/4 line 273.13 feet; thence 90°00'00" right, 156.50 feet to an existing iron pin being the point of beginning, said point being on the Northwest line of Lot 24, Third Addition Riverchase Country Club Residential Subdivision, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, page 53; thence North 20°46'01" East and along the Northwest line of said Lot 24, 411.71 feet; thence South 86°41'59" East, 312.47 feet to an existing iron pin; thence South 1°12'50" West, 57.68 feet to an existing iron pin being on the Northeast corner of Lot 28 in said subdivision; thence South 78°22' West along the Northwest line of said Lot 28, 109.76 feet to an existing iron pin; thence North 62°56' West and along the Northeasterly line of Lots 28 and 27 in said subdivision, 97.28 feet to an existing iron pin; thence South 81°04' West and along the Northwesternly line of said Lot 27, 89.48 feet to an existing iron pin; thence North 81°51' West and along the Northwesternly line of said Lot 27, 35.84 feet to an existing iron pin; thence South 50°24'33" West, 90.81 feet to an existing iron pin; thence South 24°00'29" West and along the Northwesternly line of Lots 27, 26, 25 and 24, 260.32 feet to the point of beginning.

TRACT 13:

The following is a description of a tract of land situated in the SW 1/4 of Section 35, Township 19 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SW corner of Section 35, Township 19 South, Range 3 West; thence North 00°16'14" East, along the West section line 125.02 feet; thence South 88°42'32" East, 460.15 feet to the point of beginning, said point also being on the North line of an Alabama Power Company right of way; thence North 26°46'08" East, leaving said right of way, 288.70 feet to an existing iron pin being on the Southwest corner of Lot 703, Riverchase Country Club 7th Addition; thence South 89°40'11" East along the South line of said Lot 703, 67.01 feet to an existing iron pin; thence South 26°46'08" West, 289.95 feet to a point on the Alabama Power Company North right of way line; thence North 88°42'32" West, and along said right of way, 66.46 feet to the point of beginning.

TRACT 14:

The following is a description of a tract of land located in the N 1/2 of the SE 1/4 of Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the point of intersection of the centerline of the Cahaba River with the North line of the N 1/2 of the SE 1/4; thence run in an Easterly direction along the North line of the N 1/2 of the SE 1/4 for 685 feet, more or less, to a point on the West line of Lot 26, Chase Plantation Fourth Sector, as recorded in Map Book 9, page 156, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right and run in a Southerly direction along the Westerly line of said Lot 26 for a distance of 69.17 feet, more or less, to a point on the Northerly line of Riverchase Country Club Fairway No. 4; thence South 76°40'05" West along the Northerly line of said Fairway No. 4, 77.77 feet to an existing iron pin; thence South 77°50'17" West, along the Northerly line of said Fairway No. 4, 498.45 feet to an existing iron pin; thence South 39°25'53" West, along the Northwesternly line of said Fairway No. 4, 395 feet, more or less, to a point in the centerline of the Cahaba River; thence following the meander of the river, run in a Northeasterly direction for a distance of 530 feet, more or less, to a point on the North line of said N 1/2 of SE 1/4, being the point of beginning.

TRACT 15:

The following is a description of a tract of land situated in the SE 1/4 of the SW 1/4, Section 26, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Lot 501, Riverchase Country Club 12th Addition, as recorded in Map Book 8, page 140, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Southwesterly direction along the Westerly line of Lots 501 and 502 in said subdivision for a distance of 243.91 feet to an existing iron pin being on the Northerly line of Riverchase Country Club Fairway #9; thence turn an angle to the right of 89°00' and run in a Northwesternly direction along the Northerly line of said Fairway #9 for a distance of 108.91 feet to an existing iron pin on the Southeast corner of Lot 271, Ninth Addition Riverchase Country Club as recorded in Map Book 8, page 46, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 103°37'54" and run in a Northeasterly direction along the Easterly line of said Lot 271 for a distance of 233.45 feet to an existing iron pin being on the curved Southerly right of way line of Lake Forest Circle, said curve having a central angle of 09°36'30" and a radius of 361.73 feet; thence turn an angle to the right and run in an Easterly direction along the arc of said curve and said right of way, for a distance of 60.66 feet, more or less, to the point of beginning.

According to the survey of Laurence D. Weygand, Reg. .PE. and L.S. #10373, dated 10/27/1987 (Revised November 3, 1987)

TRACT 16:

Lot 3438, according to the Survey of Riverchase Country Club 34th Addition, as recorded in Map Book 15, page 32, in the Probate Office of Shelby County, Alabama.

20080208000188330 14/14
Bk: LR200860 Pg:19640
Jefferson County, Alabama
02/08/2008 01:13:59 PM XFRL
Fee - \$37.00

Total of Fees and Taxes-\$37.00
CIBESS



20080215000064040 14/14 \$50.00
Shelby Cnty Judge of Probate, AL
02/15/2008 03:34:20PM FILED/CERT