

Recording requested by, and after
recording, please return original to:


20080912000363490 1/11 \$41.00
Shelby Cnty Judge of Probate, AL
09/12/2008 02:14:19PM FILED/CERT

Gwen L. Windle, Esq.
Haskell Slaughter Young & Rediker, LLC
2001 Park Place North
1400 Park Place Tower
Birmingham, Alabama 35203

ABSOLUTE ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

THIS ABSOLUTE ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS ("**Assignment**") is made as of the 21st day of September, 2008, by **HIGGINBOTHAM OIL COMPANY, INC.**, an Alabama corporation ("**Assignor**"), as assignor, to **SUPERIOR BANK**, a federal savings bank (together with its successors and assigns, "**Lender**"), as assignee.

BACKGROUND

Assignor and Lender are entering into a certain Revolving and Term Loan Agreement of even date herewith ("**Loan Agreement**") pursuant to which Lender will make Loans to Borrower in the aggregate maximum principal amount of \$5,850,000 (the "Loans"). The Loans will be evidenced by a Term Note in the original amount of \$5,650,000 and a Revolving Note in the original amount of \$200,000 (together the "**Notes**") and will be secured by, among other things, a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing made by Assignor to Lender also of even date herewith ("**Security Instrument**") which encumbers the property described on Exhibit A hereto ("**Property**"). As a condition to making the Loans, Lender requires that Borrower assign to Lender all rents, leases and other profits arising out of the Property.

NOW, THEREFORE, in consideration of the Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

ARTICLE 1
ASSIGNMENT

1.01 Defined Terms. Capitalized terms used in this Assignment and not specifically defined in this Assignment have the meaning provided in the Loan Agreement.

1.02 Assignment; Property Assigned. Assignor hereby irrevocably, absolutely and unconditionally assigns, sets over and transfers to Lender all of Assignor's right, title and interest in and to (but none of Assignor's obligations under) (collectively, the "**Assigned Property**") (1) all present and future leases, subleases, licenses, or occupancy agreements of all or any portion

This Assignment is recorded as additional security for a mortgage recorded at Book ★, page _____ in Probate Office of Shelby County upon which a mortgage recording tax has been paid.

20080912000363480

of the Property, together with any renewals, modifications or replacements thereof, and any options, rights of first refusal or guarantees of any lease now or hereafter in effect (collectively, the "Leases"); (2) all rents, income, receipts, revenues, reserves, issues and profits arising under any Lease (together with the items described in 3, 4 and 5, below, the "Rents"); (3) all security deposits and escrow accounts made by any tenant or subtenant under any Lease; (4) all awards and payments of any kind derived from or relating to any Lease including, without limitation, claims for the recovery of damages to the Property by proceeds of any insurance policy or otherwise, claims for damages resulting from acts of insolvency or bankruptcy, lump sum payments for the cancellation or termination of any Lease, awards payable by reason of condemnation action or the exercise of any right of first refusal or option to purchase, and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded; and (5) the proceeds of any rental insurance carried by Assignor on the Property.

1.03 Termination of Assignment. Upon payment in full of the Obligations and release or discharge of the Security Instrument of record, this Assignment, and all of Lender's right, title and interest in the Assigned Property, shall automatically terminate.

1.04 Present Assignment; License to Collect. Assignor intends this Assignment to be a present, unconditional, absolute and executed assignment of the Assigned Property and not an assignment for security only. Nevertheless, subject to the terms of this Assignment, Lender hereby grants to Assignor a revocable license to collect Rents and all other payments required under the Leases. Lender's right to revoke the license granted to Assignor is in addition to all other rights and remedies available to Lender following an Event of Default.

From and after the occurrence of an Event of Default, however, and without the necessity of notice or prior demand or Lender's entering upon and taking and maintaining control of the Property (whether directly or through a receiver), the license granted to Assignor by this Section 1.04 shall terminate automatically, and Lender shall be entitled to exercise all of Assignor's rights or the rights of lessor under the Leases and with respect to the Rents and Lender shall have no obligation to remit any Rents to Assignor hereunder but shall be entitled in its sole discretion to withdraw and apply funds constituting the Rents to payment of any and all the Obligations of Assignor to Lender in such order, proportion and priority as Lender may determine in its sole discretion.

1.05 Notice to Tenants.

(a) Assignor designates Lender to receive, and shall authorize and direct each present and future tenant of the Property to pay over to Lender all Rents at Lender's address set forth in the Loan Agreement or as otherwise directed by Lender and to continue to do so until otherwise notified by Lender; (b) no payment by any tenant shall be of any force or effect unless made to Lender, as provided herein; (c) Assignor represents and warrants that it has notified each present tenant of the Property and shall continue to notify and direct each new tenant in writing, and in a manner and form satisfactory to Lender, of the foregoing; and (d) Assignor shall forward to Lender any and all sums received by Assignor in connection with the operation of the Property at Lender's address set forth in the Loan Agreement or as otherwise directed by Lender, within five (5) days of receipt of such sums by Assignor.

(b) Assignor agrees that this Assignment and said designation and directions to each tenant herein set forth are irrevocable and Assignor shall not, while this Assignment is in effect or thereafter until each tenant has received from Lender notice of the termination hereof, take any action as landlord under the Leases or otherwise which is inconsistent with this Assignment or make any other assignment, designation or direction inconsistent herewith and that any assignment, designation or direction inconsistent herewith shall be void.

1.06 Assignor Bankruptcy. If a petition under the Bankruptcy Code is filed by or against Assignor, and Assignor determines to exercise its rights under the Bankruptcy Code to reject any Lease, Assignor shall give Lender written notice not less than ten (10) days prior to the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Lender has the right to serve Assignor within such ten-day period a notice stating (a) that Lender demands that Assignor assume the Lease and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (b) that Lender agrees to cure Assignor's default under the Lease or provide adequate assurance of future performance under the Lease. If Lender so notifies Assignor, Assignor shall not seek to reject the Lease and shall assume and assign such Lease to Lender within thirty (30) days after Lender's notice is given.

1.07 Security Deposits. Assignor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to Lender. Upon demand by Lender, Assignor shall deliver the security deposits to Lender or Lender's designee. Upon delivery of the security deposits to Lender, the Lender will hold the security deposits pursuant to the terms of the Leases in respect of which such security deposits were obtained by Assignor. Provided, however, in no event shall Lender be liable under any Lease of any part of the Property for the return of any security deposit in any amount in excess of the amount delivered to Lender by Assignor

ARTICLE 2

DEFAULT AND REMEDIES

2.01 Events of Default. The failure of Assignor to perform its obligation under this Assignment or the occurrence of an "Event of Default" as that term is defined under the Loan Agreement shall constitute an "**Event of Default**" under this Assignment.

2.02 Remedies. Following an Event of Default (which has not been waived in writing by Lender), Lender, without notice or consent from Assignor, shall be entitled to exercise all rights and remedies as have been provided to Lender hereunder, under the other Loan Documents, by law or in equity. Such rights and remedies are cumulative and may be exercised independently, concurrently or successively in Lender's sole discretion and as often as occasion therefor shall arise. Lender's delay or failure to accelerate the Loans or exercise any other remedy upon the occurrence of an Event of Default shall not be deemed a waiver of such right as remedy. No partial exercise by Lender of any right or remedy will preclude further exercise thereof. Notice or demand given to Assignor in any instance will not entitle Assignor to notice or demand in similar or other circumstances nor constitute Lender's waiver of its right to take any future action in any circumstance without notice or demand (except where expressly required by this Assignment to be given). Lender may release other security for the Loans, may release any party liable for the Loans, may grant extensions, renewals or forbearances with respect thereto, may accept a partial or past due payment or grant other indulgences, or may

apply any other security held by it to payment of the Loans, in each case without prejudice to its rights under this Assignment and without such action being deemed an accord and satisfaction or a reinstatement of the Loans. Lender will not be deemed as a consequence of its delay or failure to act, or any forbearances granted, to have waived or be estopped from exercising any of its rights or remedies.

ARTICLE 3

LIMITATIONS ON LENDER LIABILITY

3.01 No Mortgagee in Possession. Neither the granting of this Assignment to Lender, nor Lender's exercise of any rights or remedies under this Assignment, shall be construed to make Lender a "mortgagee in possession" of the Property in the absence of Lender itself taking actual possession of the Property.

3.02 No Obligation for Lease Performance or Property Condition. Lender's acceptance of this Assignment shall not at any time obligate Lender to take any action with respect to the Leases, including, without limitation, the performance of any obligation to be performed on the part of Assignor under any of the Leases, which shall remain exclusively with Assignor. Without limiting the foregoing, this Assignment shall not operate to place on Lender any obligation or liability for: (a) the control, care, management or repair of the Property; (b) for carrying out any of the terms and conditions of the Leases; (c) any waste committed on the Property by tenants or any other parties; (c) any dangerous or defective condition of the Property (including, without limitation, the presence of any Hazardous Materials as defined in the Hazardous Substances and Environmental Indemnity Agreement); or (d) any negligence of Assignor or Assignor's agents in the management, upkeep, repair or control of the Property resulting in injury or death to any tenant or any other party or any loss of personal property. Assignor, for itself and any party claiming under or through Assignor, hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

3.03 Accountability for Rents Received. Lender shall be obligated to account only for Rents actually collected or received by Lender, and Lender shall not be liable for any loss sustained by Assignor resulting from Lender's failure to lease the Property after an Event of Default.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.01 Choice of Law. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF SUCH STATE.

4.02 Further Assurances. Assignor, at Assignor's expense, agrees to take such further actions and execute such further documents as Lender reasonably may request to carry out the intent of this Assignment or to establish and protect the rights and remedies created or intended to be created in favor of Lender hereunder. Assignor agrees to pay all filing, registration or

recording fees or taxes, and all expenses incident to the preparation, execution, acknowledgment or filing/recording of this Assignment or any such instrument of further assurance, except where prohibited by law so to do.

4.03 No Third Party Beneficiary. Notwithstanding any provision of this Assignment to the contrary, this Assignment is not intended by the parties to create, and shall not create, benefits on behalf of any tenant or other occupant of the Property or anyone claiming rights through any tenant or other occupant of the Property.

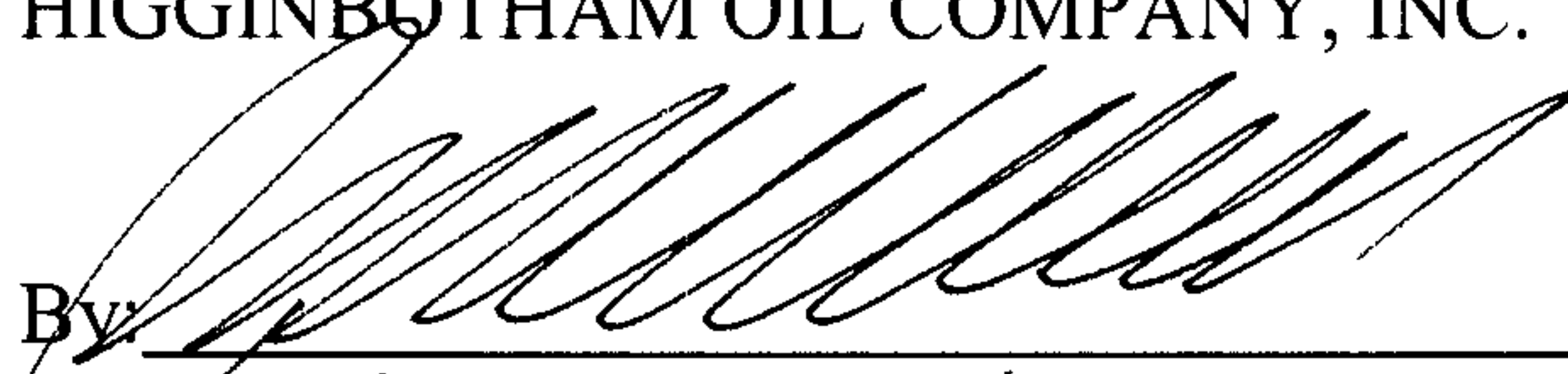
4.04 No Agency or Partnership. Nothing contained in this Assignment shall constitute Lender as a joint venturer, partner or agent of Assignor, or render Lender liable for any debts, obligations, acts, omissions, representations, or contracts of Assignor.

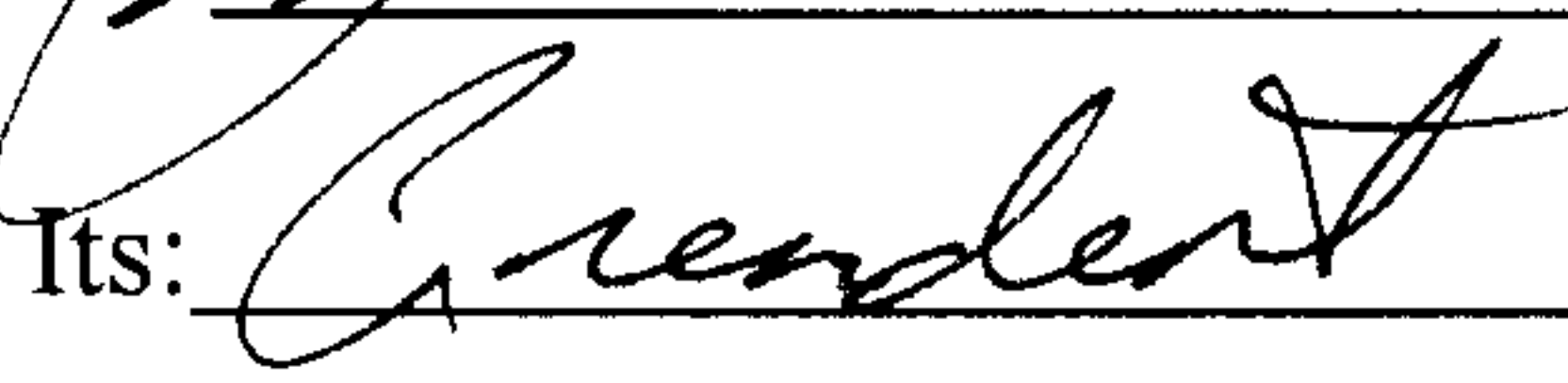
[Remainder of page is blank; signatures appear on next page.]

IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Assignment.

ASSIGNOR:

HIGGINBOTHAM OIL COMPANY, INC.

By: 

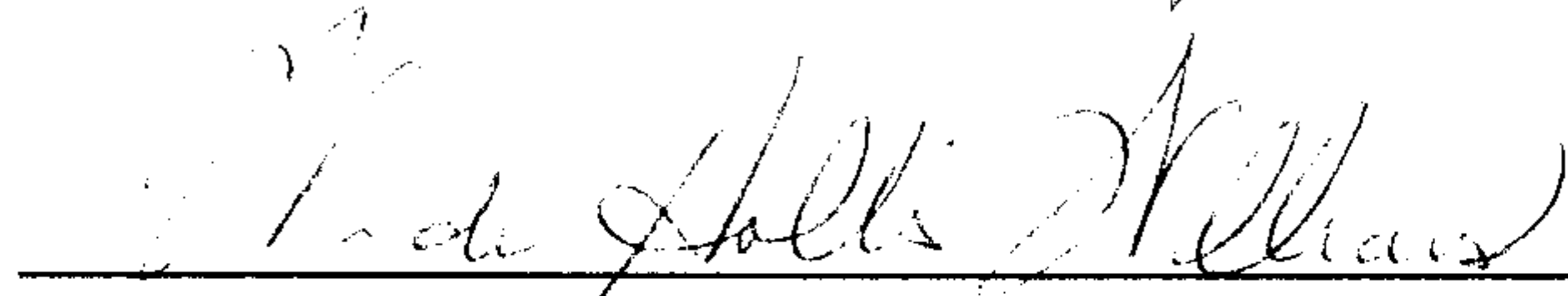
Its: 

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Burnie Higginbotham, Jr., whose name as President of Higginbotham Oil Company, Inc., an Alabama 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 the 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 of office, this 9th day of September, 2008.

[NOTARIAL SEAL]


Notary Public

My Commission Expires: 4-14-10

EXHIBIT A

20080912000363490 7/11 \$41.00
Shelby Cnty Judge of Probate, AL
09/12/2008 02:14:19PM FILED/CERT

PARCEL I:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 21 South, Range 6 West, Tuscaloosa County, Alabama, said parcel being all of Lot Numbers 3 through 16 and Lots 23 through 33, all in Block 2, according to the Map of Caffee Junction, as recorded in Plat Book 3, page 67 in the Office of the Judge of Probate, Tuscaloosa County, Alabama, along with portions of vacated streets and alleys all being more particularly described as follows:

Commence at a 3" capped pipe marking the Northwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section and run East along the North line thereof for a distance of 119.80 feet to a found 1" rebar; thence leaving said North line deflect right $88^{\circ}45'00''$ and run in a Southerly direction for a distance of 30.00 feet to a set $\frac{5}{8}$ " capped rebar stamped CA-560LS and the Point of Beginning of the property herein described; thence deflect left $88^{\circ}45'00''$ and run in an Easterly direction for a distance of 550.00 feet to a set $\frac{5}{8}$ " capped rebar stamped CA-560LS; thence turn an interior angle to the left of $91^{\circ}15'00''$ and run in a Southerly direction for a distance of 135.00 feet to a set nail; thence turn an interior angle to the left of $315^{\circ}24'53''$ and run in a Northeasterly direction for a distance of 12.00 feet to a set nail; thence turn an interior angle to the left of $95^{\circ}15'00''$ and run in a Southeasterly direction for a distance of 68.24 feet to a set $\frac{5}{8}$ " capped rebar stamped CA-560LS, said point being on the Northwestern-most right of way of U.S. Highway 11, said point also being on a curve turning to the left, said curve having a radius of 2291.83 feet, a central angle of $00^{\circ}07'37''$, a chord length of 5.07 feet, and an interior angle to the left to chord of $91^{\circ}05'00''$; thence run in a Southwesterly direction along the arc of said curve and along said right of way for a distance of 5.07 feet; thence turn an exterior angle to the right from the chord of said curve of $178^{\circ}01'39''$ and run in a Southwesterly direction along said right of way for a distance of 194.50 feet to a set nail; thence leaving said right of way turn an interior angle to the left of $97^{\circ}45'46''$ and run in a Northwesterly direction for a distance of 108.39 feet to a set cross on a concrete sidewalk; thence turn an interior angle to the left of $207^{\circ}16'00''$ and run in a Westerly direction for a distance of 397.69 feet to a set nail in a paved drive; thence turn an interior angle to the left of $91^{\circ}15'00''$ and run in a Northerly direction for a distance of 282.07 feet to the Point of Beginning.

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

PARCEL II:

Part of the NE $\frac{1}{4}$ of Section 3, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the Northeast corner of Lot 16 of Fancher Subdivision, as recorded in Map Book 4, page 31, in the Probate Office of Shelby County, Alabama; and run thence Northerly along the West line of Hick's Street a distance of 320.31 feet to a point on the intersection point of said Hick's Street and Alabama Highway No. 25; thence turn $82^{\circ}46'$ left and run Northwesterly along the South right of way line of said Highway #25 a distance of 150.0 feet to a point; thence turn $97^{\circ}14'$ left and run Southerly a distance of 327.31 feet to the Northwest corner of said Lot 16 of said Fancher Subdivision; thence turn $82^{\circ}46'$ left and run Easterly along the North line of said Lot 16 a distance of 150.0 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL III:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 22 North, Range 14 East, Chilton County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 26 and run in a Westerly direction along the South line thereof for a distance of 502.20 feet to a point on the Eastern most right of way line of U.S. Highway 31 (120' right of way); thence turn an interior angle to the left of $120^{\circ}12'20''$ and run in a Northwesterly direction along said right of way line for a distance of 1047.57 feet to the Point of Beginning; thence continue along the last described course and along said right of way line for a distance of 248.90 feet; thence leaving said right of way line turn an interior angle to the left of $66^{\circ}57'00''$ and run in a Northeasterly direction for a distance of 166.00 feet; thence turn an interior angle to the left of $113^{\circ}03'03''$ and run in a Southeasterly direction for a distance of 183.90 feet; thence turn an interior angle of $89^{\circ}59'57''$ and run in a Southwesterly direction for a distance of 152.75 feet to the Point of Beginning.

LESS AND EXCEPT that portion lying on the north property line and reflected as "Area of Deed Conflict" as reflected on the survey of Michael R. Bridges of Gonzalez-Strength & Associates, Inc. dated 9/2/2008.

PARCEL IV:

Commence at the SE corner of the SE $\frac{1}{4}$ of Section 19, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence run North $2^{\circ}45'$ West, along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 909.70 feet; thence $94^{\circ}52'$ left and travel 340.0 feet to the Point of Beginning of said parcel of land; thence $94^{\circ}52'$ right and travel 94.13 feet to a point on the Southerly right of way of U.S. Highway No. 11; thence $76^{\circ}25'30''$ left, and run along said right of way a distance of 171.84 feet; thence $10^{\circ}36'15''$ left and run 66.10 feet along said right of way to a concrete monument and beginning of denied access of I-59; thence $39^{\circ}06'45''$ left and run along I-59 right of way a distance of 407.71 feet; thence $16^{\circ}05'30''$ left and run a distance of 16.49 feet; thence $101^{\circ}58'$ left and run a distance of 292.10 feet; thence $115^{\circ}48'$ left and run a distance of 150.45 feet; thence $69^{\circ}24'$ right and run a distance of 187.40 feet; thence $69^{\circ}24'$ left and run a distance of 15.0 feet; thence $85^{\circ}08'$ right and run a distance of 134.4 feet to the point of beginning.

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

SOURCE OF TITLE: Deed Book 834, page 45

PARCEL V:

A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Southeast $\frac{1}{4}$ and run along the South line of said $\frac{1}{4}$ for a distance of 1826.71 feet; thence leaving said South line turn an exterior angle to the right of $57^{\circ}00'07''$ and run in a Northwesterly direction for a distance of 1246.66

feet to the Point of Beginning, said point also being a set capped rebar stamped GSA CA-560-LS; thence turn an exterior angle to the right of $179^{\circ}51'10''$ and run in a Northwesterly direction for a distance of 373.65 feet to a found $5/8''$ rebar, said point also being on the Southeasterly right of way line of Alabama State Highway 119(200' ROW); thence turn an interior angle to the left of $88^{\circ}42'48''$ and run in a Northeasterly direction along said Southeasterly right of way line for a distance of 161.52 feet to a found $5/8''$ rebar; thence leaving said Southeasterly right of way line turn an interior angle to the left of $89^{\circ}49'44''$ and run in a Southeasterly direction for a distance of 374.06 feet to a found cross; thence turn an interior angle to the left of $89^{\circ}59'00''$ and run in a Southwesterly direction for a distance of 152.01 feet to the Point of Beginning.

PARCEL VI:

Part of the SE $1/4$ of the SW $1/4$ of Section 13, and the NE $1/4$ of the NW $1/4$ of Section 24, Township 19 South, Range 3 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the SE $1/4$ of the SW $1/4$ of Section 13; thence West along the South line of said section, 658.33 feet; thence $90^{\circ}00'00''$ right, 25.49 feet to the point of beginning; thence $114^{\circ}59'31''$ left, 197.70 feet to the Easterly right of way of a proposed road; thence $86^{\circ}59'17''$ right along said right of way 165.82 feet to a curve to the right, said curve having a central angle of $91^{\circ}14'08''$ and a radius of 50.00 feet; thence along the arc of said curve and right of way, 79.62 feet to the Southerly right of way of Alabama Highway 150 and a curve to the right, said curve having a central angle of $01^{\circ}46'34''$ and a radius of 3,759.72 feet; thence along the arc of said curve and right of way 116.55 feet; thence tangent to said curve and along said right of way 41.50 feet; thence $90^{\circ}00'00''$ right leaving said right of way 220.00 feet to the point of beginning.

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

PARCEL VII:

Commence at the Northwest corner of the NW $1/4$ of the SE $1/4$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in an Easterly direction along the Northerly line of said $1/4 - 1/4$ section a distance of 474.70 feet to the point of beginning; thence continue along the last stated course a distance of 82.20 feet to a point; thence $117^{\circ}04'$ to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence $89^{\circ}59'$ to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 73.20 feet to a point; thence $90^{\circ}01'$ to the right in a Northeasterly direction a distance of 133.51 to the point of beginning.

TOGETHER WITH:

Commence at the Northwest corner of the NW $1/4$ of the SE $1/4$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run in an Easterly direction along the Northerly line of said $1/4 - 1/4$ section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence $117^{\circ}04'$ to the right in a Southwesterly direction a distance of 133.51 feet to a point on the Northeasterly right of way line of U.S. Highway 280; said point lying on a curve to the right having a central angle of $1^{\circ}31'58''$ and a radius of 5639.58 feet; thence $89^{\circ}59'$ to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 150.86 feet to a point; thence $88^{\circ}29'02''$ to the right (angle measured to tangent) in a Northwesterly direction a distance of 54.60 feet to the point of beginning.

LESS AND EXCEPT:

That portion of the above described parcel subject to a Joint Use Agreement between Higginbotham Oil company, Inc. and Shoney's, Inc. dba Captain D's Restaurant and more particularly described as follows:

A part of the NW 1/4 of the SE 1/4 of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of said 1/4 - 1/4 section and run Easterly along the North line of said 1/4 - 1/4 section a distance of 523.21 feet to the point of beginning; thence continue along last stated course a distance of 33.69 feet to a point; thence 117°04' to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89°59' to the right in a Northwesterly direction along said right of way line a distance of 30.0 feet to a point; thence 90°01' to the right in a Northeasterly direction a distance of 155.59 feet to the point of beginning.

PARCEL VII HEREINABOVE BEING FURTHER AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Andress Survey, as recorded in Map Book 18, page 118, in the Office of the Judge of Probate, Shelby County, Alabama, said point also being on the North line of said 1/4 - 1/4; thence run in a Westerly direction along said North line for a distance of 370.42 feet to the Point of Beginning; thence leaving said North line, turn a deflection angle of 63°03'42" to the left and run in a Southwesterly direction for a distance of 154.86 feet to a point on the Northernmost right of way line of U.S. Highway 280 (260' right of way); thence turn an interior angle of 89°37'16" to the left and run in a Northwesterly direction along said right of way for a distance of 43.55 feet to the point of commencement of a non-tangent curve to the left, said curve having a radius of 5639.58 feet, a central angle of 01°32'02", an exterior angle of 180°05'57" to the right to chord for a chord distance of 150.98 feet; thence run along arc of said curve and along said right of way for a distance of 150.99 feet; thence leaving said right of way, turn an interior angle of 90°05'49" to the left from chord of said curve and run in a Northeasterly direction for a distance of 54.85 feet to a point on the North line of said 1/4 - 1/4; thence turn an interior angle of 117°19'10" to the left and run in an Easterly direction along said North line for a distance of 217.79 feet to the Point of Beginning.

PARCEL VIII:

A parcel of land situated in the Northeast 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly as follows:

Begin at the intersection of the Northernmost right of way line of Valleydale Road (80' right of way) and the Westernmost right of way line of Old Montgomery Highway (100' right of way) and run in a Southwesterly direction along said Northernmost right of way for a distance of 342.64 feet; thence leaving said right of way, turn an interior angle of 61°48'21" to the left and run in a Northerly direction for a

distance of 527.97 feet to a point on the Eastern boundary line of the Northeast 1/4 of the Northeast 1/4 of said section; thence turn an interior angle of $89^{\circ}29'00''$ to the left and run in an Easterly direction along said boundary for a distance of 101.62 feet to a point on the Westernmost right of way line of Old Montgomery Highway; thence leaving said boundary, turn an interior angle of $127^{\circ}20'06''$ to the left and run in a Southeasterly direction along said right of way for a distance of 327.65 feet; thence turn an interior angle of $145^{\circ}25'00''$ to the left and run in a Southerly direction along said right of way for a distance of 102.95 feet to the Point of Beginning.

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

PARCEL IX:

Lot No. 1, according to Chesser Survey a Commercial Subdivision, as recorded in Map Book 10, page 1, in the Probate Office of Shelby County, Alabama.