

STATE OF ALABAMA}

COUNTY OF SHELBY}



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Shelby Cnty Judge of Probate, AL  
10/28/2008 01:01:02PM FILED/CERT



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Shelby Cnty Judge of Probate, AL  
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## MORTGAGE OF LEASEHOLD BY ASSIGNMENT

THIS MORTGAGE OF LEASEHOLD BY ASSIGNMENT hereinafter referred to as "Assignment", is made this the 18th day of September, 2008, between **CHICKEN SCRATCH AT 280, INC.**, an Alabama Corporation, as Mortgagor, whose address is P.O. Box 381208, Birmingham, AL 35238-1208 (hereinafter referred to as "Assignor"), and **AFB&T**, a Georgia State Bank, as Mortgagee, whose address is 150 West Hancock Avenue, Athens, GA 30601 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is indebted to Assignee in the principal sum of TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000.00), as evidenced by a promissory note dated September 18, 2008, conditioned on the payment of such sum, with interest thereon, according to the terms and conditions of said promissory note; and any renewals, extensions, or modifications of said Note and this Mortgage by the Bank to Borrower from time to time in a line of credit allowing for an increase in an amount of up to and not the exceed the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00); and

WHEREAS, Assignor is the Lessee under the terms and conditions of a Lease Agreement, and riders thereto, between Management Futures, Inc. (hereinafter referred to as "Lessor") and Chicken Scratch at 280, Inc., (hereinafter referred to as "Lessee"), a Memorandum of Lease which is recorded in Instrument No. 20081007000397220; together with that certain Option Assignment of Lease recorded in Instrument No. 20080904000352860, in the Office of the Judge of Probate of Shelby County, Alabama, for the Premises located at 4629 Highway 280, Birmingham, AL 35242 and more particularly described on Exhibit "A", attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the premises, and in order to induce Assignee to make the loan referred to above, and for other good and valuable consideration, Assignor does hereby grant, bargain, sell convey and assign all of its estate, right and interest in the above referenced Lease to the Assignee, to-wit:

- (a) All the estate, right, title and interest of Borrower in, to and under, or derived from, the leasehold interests in that tract or parcel or parcels of land and estates particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Land**");
- (b) All the estate, right, title and interest of Borrower in, to and under, or derived from, the leasehold interests in the buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, now on the Property or later placed on the Property, including replacements of, and additions to, those fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, development contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, amenities, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
  - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness

secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

(f) The Loan is secured by the following documents (each a "Collateral Document"):

1. Guaranty agreements of Fowl Play, Inc., Courtney H. Mason, Jr. and Russell Pate and Chicken Scratch, Inc.

2. UCC-1 financing statement on all assets of Chicken Scratch, Inc. as additional collateral.

3. This accommodation mortgage executed by Fowl Play, Inc. as Guarantor to Lender.

4. Security agreement dated September 18, 2008

Assignor's assignment to AFB&T of the rights and interests described above includes all rights and interests which Assignor now have or which Assignor may acquire in the future.

#### OBLIGATIONS BEING SECURED:

Assignor has signed this Assignment to secure (a) the payment to AFB&T of a line of credit debt in the amount of U.S. \$280,000.00, or so much of that debt as may be outstanding, plus all accrued interest, fees and other charges owed under the AFB&T Line of Credit Agreement dated September 18, 2008, as the same may be renewed or extended (the "Agreement"), relating to this Assignment; (b) the payment of any amounts advanced by AFB&T to protect the security of this Assignment, with interest on those amounts; (c) the performance by the persons who signed the Agreement of their obligations under the Agreement; and (d) Assignor's performance of our obligations under this Assignment. The Agreement and this Assignment, taken together, are called the "Credit Documents." Assignor understands that the Agreement calls for a variable interest rate, and that AFB&T may, prior to the end of the term of Agreement and under certain circumstances specified in the Agreement, cancel its obligation to make future advances, and/or require accelerated repayment of the outstanding balance under the Agreement.

NOTE TO PROBATE JUDGE: THIS INSTRUMENT SECURES A LINE OF CREDIT

INDEBTEDNESS, AND THE MAXIMUM PRINCIPAL INDEBTEDNESS TO BE SECURED BY THIS INSTRUMENT AT ANY ONE TIME IS \$300,000.00.

  
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THIS MORTGAGE IS A FUTURE ADVANCE MORTGAGE EXECUTED TO SECURE ANY AND ALL FUTURE ADVANCES MADE TO US BY AFB&T PURSUANT TO THE TERMS AND PROVISIONS OF THE AGREEMENT. ALL SUCH FUTURE ADVANCES AND ALL INDEBTEDNESS AND OBLIGATIONS MADE TO AND INCURRED BY US PURSUANT TO THE TERMS AND PROVISIONS OF THE AGREEMENT ARE MADE A PART OF THE WITHIN MORTGAGE DEBT, WITH ALL OF THE RIGHTS, POWER AND AUTHORITY AS TO COLLECTION AND FORECLOSURE HEREIN EXPRESSED.

**THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502 OF THE CODE OF ALABAMA.**

TO HAVE AND TO HOLD the Lease and renewals, and the estate of Assignor thereunder, and the premises described therein, unto the Assignee, for and during the remainder of the unexpired term thereunder and any renewals thereof; subject, however, to the rents, covenants, conditions and provisions in the lease. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of the Borrower to the Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinances of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

THIS MORTGAGE OF LEASEHOLD BY ASSIGNMENT is further subject to the following terms and conditions:

1. This assignment shall become null and void if and when the loan referred to above, and any extensions or renewals thereof, shall be paid in full, including principal, interest and agreed charges, according to the terms and conditions of the promissory note; and, if requested by Assignor, Assignee will reassign the Lease, without recourse and without warranty or representation of any kind.

2. Assignor covenants that is has not heretofore, nor will it hereafter, so long as the loan or any part thereof remains unpaid, without the written permission of Assignee:

  
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- (a) Cancel the Lease
- (b) Modify the Lease in any way, either orally or in writing;
- (c) Grant any concession in connection with the Lease, either orally or in writing;
- (d) Permit a default to occur under the terms of the Lease Agreement.

Any of the above acts, if done without the express prior written consent of the Assignee, shall be null and void, and shall constitute a default under the terms of the loan.

3. Unless and until default shall be made by Assignor under the terms of said promissory note, or in any covenant or agreement made herein, or in any document or contract entered into between Assignor and Assignee in connection with the above described loan, Assignor may possess the premises and collect, receive and enjoy the revenue and profits accruing from the leased premises in accordance with the terms and provisions of the Lease. However, in the event of any default, as aforesaid, Assignee may, upon thirty (30) days written notice to the Assignor, enter upon the leased premises and take all action of every kind or character which it shall deem necessary or desirable to protect its interest therein, including the power to sell the leasehold interest described above according to law. Assignee is also hereby authorized by Assignor to take such actions, and do such things upon the leased premises, with respect to the operation and maintenance of the leased premises as it shall deem necessary or desirable, and in the same manner and to the same extent as Assignor could do. If any revenue or profits are collected by Assignee, as authorized herein, the net amount of revenue or profits collected by Assignee (being such collections less all necessary, reasonable and proper charges to produce and collect the same, including, without limitation, real estate commissions and attorneys' fees) shall be credited upon any amounts which Assignor may owe to Assignee.

4. In exercising its rights pursuant to this Assignment, the Assignee may not terminate the Lease or take any other action which interferes with the rights of the Lessor, in the Lease, whether by way of foreclosure or any other remedy or proceeding instituted in connection with this Assignment, unless the Assignor would have been entitled to take such action had this Assignment not been made. Nothing set forth herein shall affect the Assignor's rights and remedies as Tenant under the Lease (including the Assignee's rights and remedies if it obtains possession pursuant to this Assignment), including the right to terminate the Lease pursuant to any provisions thereof.

5. Assignee acknowledges that Assignor has prior to the execution of this

Mortgage of Leasehold by Assignment, heretofore entered into an Option Assignment of Lease with Zaxby's Franchising, Inc. recorded in Instrument No. 20080904000352860, in the Office of the Judge of Probate of Shelby County, Alabama. Simultaneous, with the execution of this Mortgage, the Assignor, Assignee and Zaxby's Franchising, Inc., shall execute a subordination Agreement, subordinating the Option Assignment of Lease to this Mortgage; Further, Simultaneous with the execution of this Mortgage, Assignor, Assignee, Zaxby's Franchising, Inc. and Management Futures, Inc. shall enter into a new Option for Assignment which shall be subordinate to this Mortgage. Assignor hereby covenants and warrants to Assignee that Assignor has not heretofore further assigned said Lease, and, so long as the loan or any part thereof shall remain unpaid, Assignor will not assign the Lease without the prior written consent of Assignee; that Assignor has a good right and lawful authority to enter this agreement and has not performed any act or executed any instrument, nor will it perform any act or execute any instrument which might prevent or hinder Assignee from obtaining, fully and completely, all of the benefits, rights, property and privileges otherwise conferred, or sought to be conferred upon it, by this instrument; that the Lease is in full force and effect in accordance with its terms at the time of the execution of this instrument and that Assignor has no knowledge of any defect therein, or of any claim for damages or set-off, and that there is no default existing under the Lease.

6. Assignor further covenants and warrants that it will at all times fully perform and comply with all agreements and conditions assumed by it as Lessee under the Lease, including but not limited the payment of rent thereunder, and if the Assignor shall fail to do so, the Assignee may, but is not obligated to, take any action deemed necessary or desirable to prevent or cure any default of the Assignor under the Lease, even though the existence of such default may be in question. The Assignee may pay and expend such sums of money as the Assignee in its sole discretion deems necessary for any such purpose, and the Assignor hereby agrees to pay to the Assignee all such sums so paid and expended by the Assignee, together with interest thereon from the date of such payment at the same rate as that of the above referenced promissory note. All sums so paid and expanded by the Assignee and the interest thereon shall be added to and be secured by the lien of this assignment.

7. Nothing herein contained shall be construed by or on behalf of Assignor, or by any other party, as an assumption by Assignee of any liability, obligation or responsibility of Assignor as Lessee under or in the Lease, and it is distinctly understood and agreed that Assignee, by the acceptance of this instrument, does not, directly or indirectly, assume and such liability, obligation or responsibility.

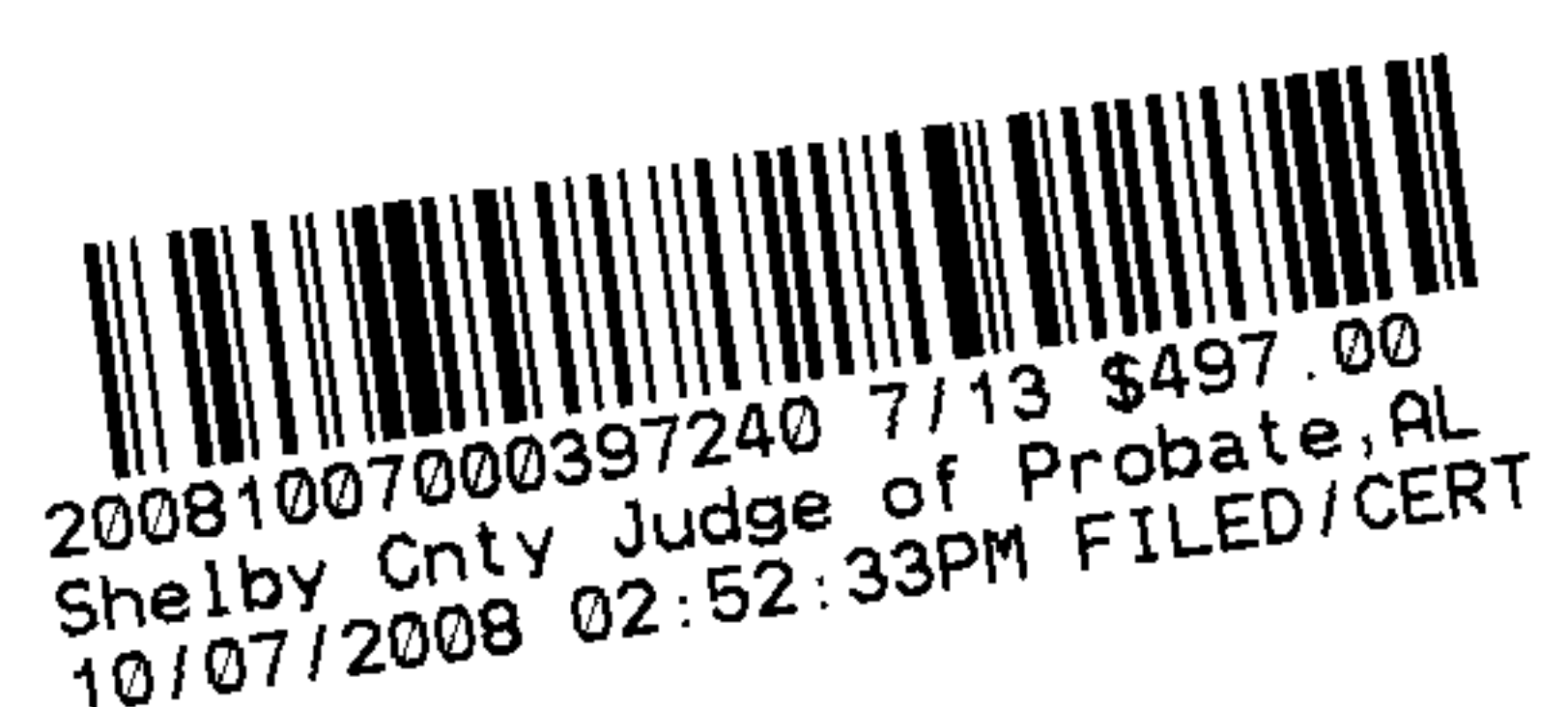
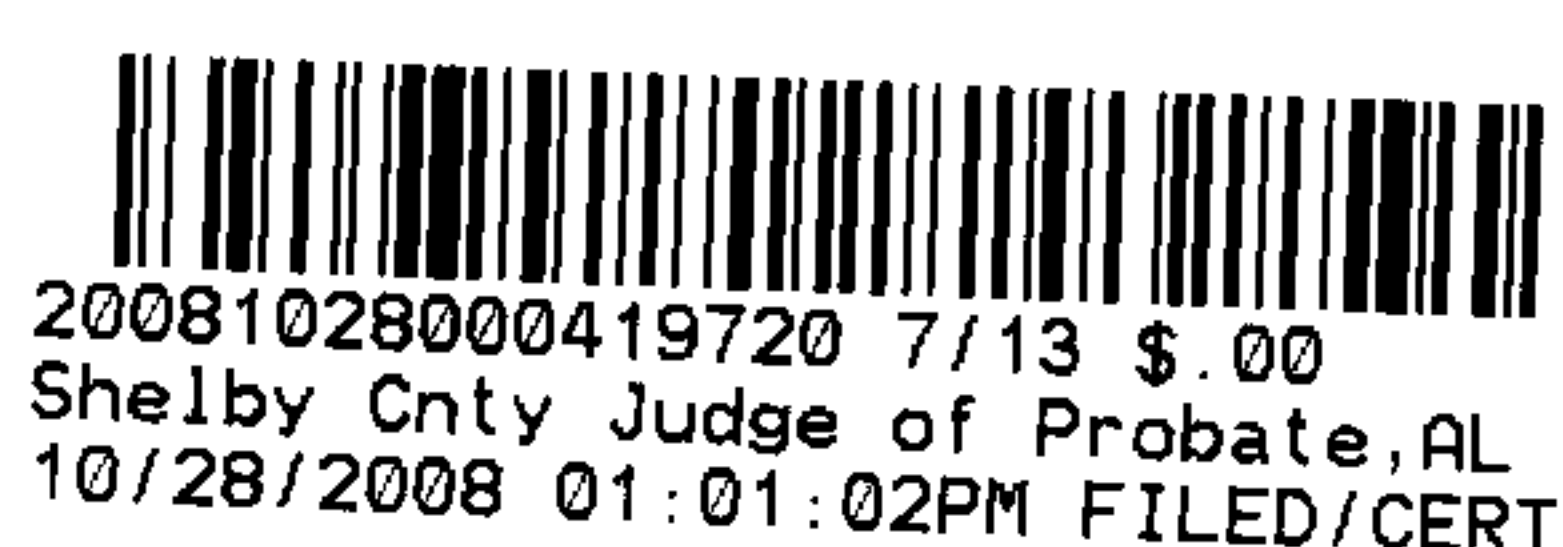
8. PRESERVATION AND MAINTENANCE OF LEASEHOLD PROPERTY. Assignor shall: (a) use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations; (b) keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, and shall pay when due all claims for labor performed and materials furnished therefor; (c) not commit or permit waste or permit impairment or deterioration of the Property; and (d) fully and promptly comply with the provisions of any lease.

9. Assignor agrees that it will, from time to time, execute and deliver (in further assurance of the assignment, transfer and covenants made and intended to be made herein), on request of Assignee, such other or further instrument or instruments of assignment of conveyance as may be reasonably necessary or desirable fully, legally and validly to confer upon Assignee the assignment, transfer and conveyances made or intended to be made in this instrument.

10. (a) NOTICE. AFB&T will have the right to terminate, temporarily or permanently freeze, or reduce the credit limit in the Account immediately upon AFB&T giving notice to Assignor and to the persons who sign the Agreement of one of the events listed in paragraph 10(b) below.

(b) TERMINATION AND ACCELERATION. AFB&T can terminate the Account and demand repayment of the entire outstanding balance in advance of the original term if:

(1) The persons who sign the Agreement fail to meet the repayment terms under the Credit Documents; except that, under this subparagraph only, there is a thirty (30) day grace period within which AFB&T will not terminate the account and which



begins to run on the day after the notice is given and expires at 11:59 p.m. Eastern time on the last day of the period; or

(2) Without the prior written consent of AFB&T, Assignor, or any person who signs the Agreement agrees (i) to sell, transfer or assign the leasehold interest or any interest in the Property; or (ii) the leasehold interest or any interest of Assignor in the Property is sold, transferred or assigned; or

(3) Assignor commits waste or permits impairment or deterioration of the Property, or otherwise destructively uses the Property, such that AFB&T's security is adversely affected; or

(4) Assignor or any person who signs the Agreement fails to pay taxes on the Property or takes some other action that results in the filing of a lien senior to that of AFB&T which adversely affects AFB&T's security; or

(5) A judgment against Assignor is filed, if the amount of the judgment and the collateral subject to the judgment is such that AFB&T's security in the Property is adversely affected; or

In addition, despite any other terms of the Credit Documents, AFB&T may freeze the Account immediately upon the occurrence of any violation or other event specified in this paragraph. AFB&T can take this action without giving Assignor notice and without declaring that the violation or other event allows AFB&T to terminate the Account and accelerate payment.

If AFB&T terminates the Account, the amounts outstanding under the Account and any other amounts outstanding under the Credit Documents are immediately due and payable in full and Assignor will be required to immediately repay such amounts plus the entire accrued interest, and other charges imposed on the Account. If Assignor does not do so, AFB&T will have the right to invoke any remedy given it by any of the Credit Documents, or any other remedy available to AFB&T under applicable law. This includes, without limitation, instituting foreclosure proceedings under this Mortgage.

Once AFB&T freezes or terminates the Account under this paragraph, the Assignor will no longer have any right to obtain additional advances under the Account.

AFB&T shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and the entire accrued interest, and other charges imposed on the Account. IN THE EVENT THIS MORTGAGE SHALL BE SUBJECT TO FORECLOSURE AND MAY BE FORECLOSED AS NOW PROVIDED BY LAW IN CASE OF PAST DUE MORTGAGES; AND AFB&T SHALL BE AUTHORIZED TO TAKE POSSESSION OF THE PREMISES HEREBY CONVEYED, AND AFTER GIVING TWENTY ONE (21) DAYS NOTICE BY PUBLICATION ONCE A WEEK FOR THREE (3) CONSECUTIVE WEEKS, OF THE TIME, PLACE AND TERMS OF SALE, BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY WHEREIN SAID PROPERTY IS LOCATED, TO SELL THE SAME IN FRONT OF THE COURTHOUSE DOOR OF THE COUNTY WHEREIN SAID PROPERTY IS LOCATED, AT PUBLIC OUTCRY, TO THE HIGHEST BIDDER FOR CASH, AND TO APPLY THE PROCEEDS OF SAID SALE: FIRST, TO THE EXPENSE OF ADVERTISING, SELLING AND CONVEYING, INCLUDING A REASONABLE ATTORNEY'S FEE; SECOND, TO THE PAYMENT OF THE ENTIRE ACCRUED INTEREST AND OTHER CHARGES IMPOSED ON THE ACCOUNT, INCLUDING, BUT NOT LIMITED TO, ANY AMOUNTS THAT AFB&T MAY HAVE EXPENDED OR THAT MAY BE NECESSARY TO EXPEND, IN PAYING INSURANCE, TAXES AND OTHER ENCUMBRANCES, WITH INTEREST THEREON; THIRD, THE AMOUNTS OUTSTANDING UNDER THE CREDIT DOCUMENTS; AND, FOURTH, THE BALANCE, IF ANY, TO BE TURNED OVER TO US BY AFB&T. WE FURTHER AGREE THAT AFB&T MAY BID AT ANY SALE HAD UNDER THE TERMS OF THIS MORTGAGE, AND PURCHASE SAID PROPERTY, IF THE HIGHEST BIDDER THEREFOR; AND WE FURTHER AGREE TO PAY A REASONABLE ATTORNEY'S FEE TO AFB&T FOR THE FORECLOSURE OF THIS MORTGAGE, EITHER UNDER THE POWER OF SALE CONTAINED HEREIN, OR BY VIRTUE OF THE DECREE OF ANY COURT OF

COMPETENT JURISDICTION, SAID FEE TO BE A PART OF THE INDEBTEDNESS HEREBY SECURED, AND THE PURCHASER AT ANY SUCH SALE SHALL BE UNDER NO OBLIGATION TO SEE TO THE PROPER APPLICATION OF THE PURCHASE MONEY. IN THE EVENT OF A SALE HEREUNDER, AFB&T, OR THE OWNER OF THE DEBT AND MORTGAGE, OR AUCTIONEER, SHALL EXECUTE TO THE PURCHASER FOR AND IN OUR NAME A GOOD AND SUFFICIENT DEED TO THE PROPERTY SOLD.

12. "Loan" as used herein shall mean the loan hereinabove described, and any part thereof, together with all renewals or extensions thereof; "Assignor" shall mean all parties whose names are signed hereto over the designation "Assignor" or Assignors", whether one or more; and when used in this instrument the words "Assignor" and Assignee" shall mean each of said parties, and their respective successors and assigns.

13. This instrument, and all of the terms and provisions hereof, shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, and the successors and assigns of Assignor.

  
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IN WITNESS WHEREOF, the parties hereto have duly and legally executed this instrument in form proper and sufficient in the law to bind them on this 18th day of September, 2008.

ASSIGNOR:

CHICKEN SCRATCH AT 280, INC.,  
An Alabama Corporation

by: \_\_\_\_\_

Courtney H. Mason, Jr.  
Its: President

by: \_\_\_\_\_

Russell Pate  
Its: Secretary

STATE OF ALABAMA}  
JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Courtney H. Mason, Jr., whose name as President of CHICKEN SCRATCH AT 280, INC., an Alabama corporation, is signed to the foregoing MORTGAGE OF LEASEHOLD BY ASSIGNMENT, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this 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 18th day of September, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 6-5-2011

STATE OF ALABAMA}  
JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Russell Pate, whose name as Secretary of CHICKEN SCRATCH AT 280, INC., an Alabama corporation, is signed to the foregoing MORTGAGE OF LEASEHOLD BY ASSIGNMENT, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this 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 18th day of September, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 6-5-2011

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AFB&T, as Assignee, joins in the execution of this Mortgage of Leasehold by Assignment to consent to the terms thereof on this the 18<sup>th</sup> day of September, 2008.

ASSIGNEE:

AFB&T  
A Georgia State Bank

by: \_\_\_\_\_

Dean Mannheimer

Its: Assistant Vice President

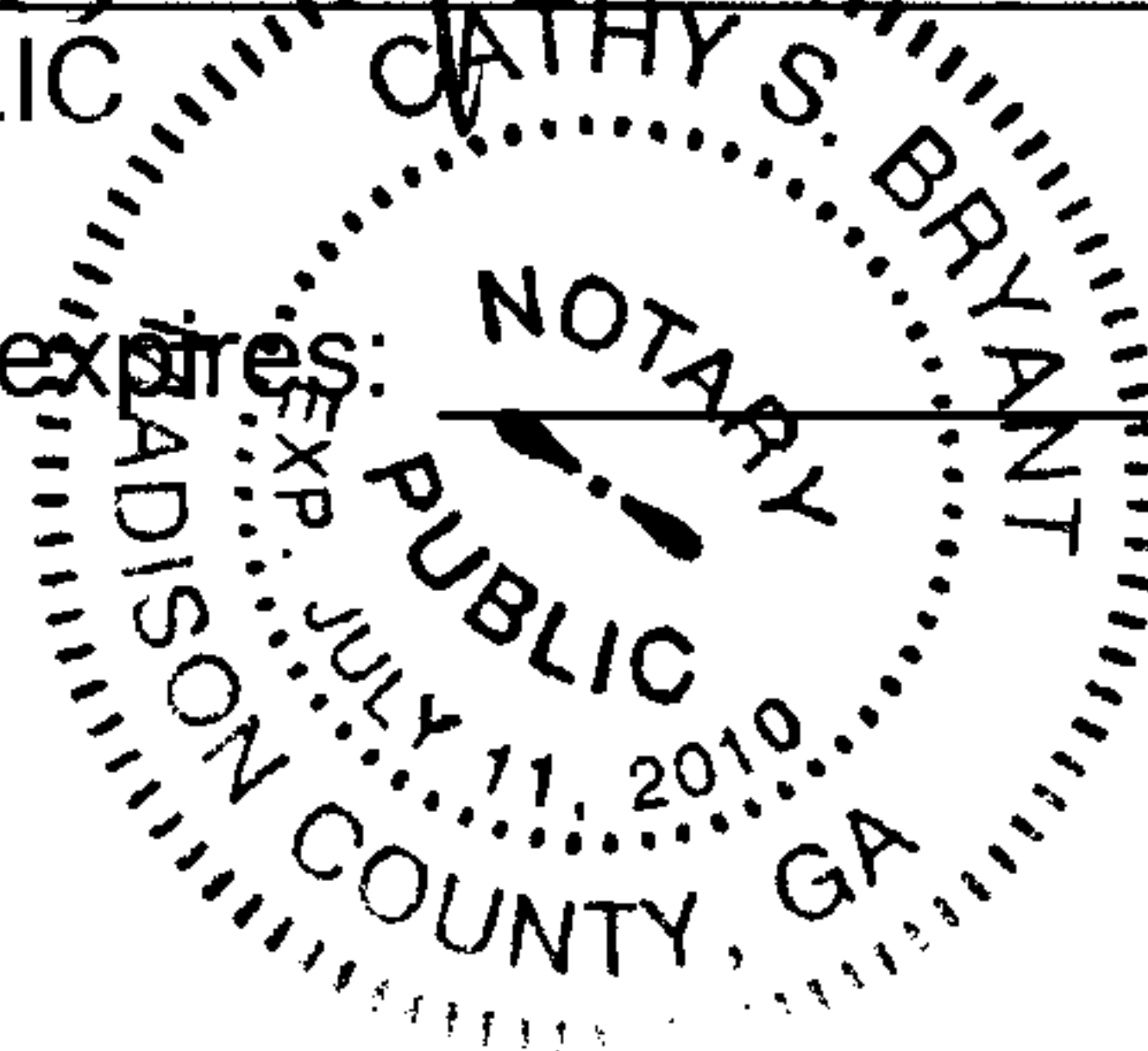
STATE OF ALABAMA}  
JEFFERSON COUNTY}

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Dean Mannheimer, whose name as Assistant Vice President of AFB&T, a Georgia State Bank, is signed to the foregoing MORTGAGE OF LEASEHOLD BY ASSIGNMENT, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this 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 18<sup>th</sup> day of September, 2008.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



THIS INSTRUMENT WAS PREPARED BY:  
Clayton T. Sweeney, Attorney at Law  
2700 Highway 280 East, Suite 160  
Birmingham, AL 35223



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## EXHIBIT "A"

Part of Lot 1, C & M Subdivision, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 7, and being more particularly described as follows:

Beginning at an existing cross being the locally accepted most southerly corner of said Lot 1, run in a northwesterly direction along the southwest line of said Lot 1 and along the northeast right of way line of U.S. Highway No. 280 for a distance of 146.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 85 deg. 46 min. 23 sec. and run in a northeasterly direction for a distance of 128.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 52 deg. 15 min. 42 sec. and run in an easterly direction along the north line of said Lot 1 for a distance of 186.86 feet to an existing #5 iron rebar being the locally accepted most easterly corner of said Lot 1; thence turn an angle to the right of 128 deg. 08 min and run in a southwesterly direction for a distance of 253.82 feet, more or less, to the point of beginning.

Subject to:

1. Taxes for the year 2008 and subsequent years.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages,
3. Right-of-way granted to Alabama Power Company recorded in Volume 285, Page 293.
4. Agreement and easement as recorded in Real 269, Page 961.
5. Restrictions and reservations appearing of record in Real 272, Page 765.
6. Easement as set forth in Real 341, Page 114.
7. Right-of-way granted to State of Alabama recorded in Real 284, Page 162.



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