

ASSIGNMENT OF RENTS AND LEASES



20081202000454260 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
12/02/2008 09:16:13AM FILED/CERT

BORROWER: Mayhall Properties, Inc. 6760 Highway 119 Montevallo, Alabama 35115	LESSOR: Frontier Bank Post Office Box 414 Chelsea, Alabama 35043
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Note Amount: \$ 4,600,000.00
Funding Date: November 26, 2008
Maturity Date: November 26, 2009

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), which is secured by a mortgage or deed of trust (the "Security Instrument"), Lessor, identified above, absolutely assigns to **Frontier Bank** ("Lender") all Lessor's estate, right, title, interest, claim and demand now owned or hereafter acquired in all existing and future leases of the real property described in Schedule A (the "Premises") (including extensions, renewals and subleases), all agreements for use and occupancy of the Premises (all such leases and agreements whether written or oral, are hereafter referred to as (the "Leases")), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Premises including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, all proceeds payable as a result of a lessee's exercise of an option to purchase the Premises, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding and all proceeds from any rights and claims of any kind which Lessor may have against any lessee under the Leases or any occupants of the Premises (all of the above are hereafter collectively referred to as the "Rents"). This Assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Security Instrument as provided by applicable state law.

2. COVENANTS OF LESSOR. Lessor covenants and agrees that Lessor will: (1) observe and perform all the obligations imposed upon the landlord under the Leases; (b) refrain from discounting any future Rents or executing any future assignment of the Leases or collect any Rents in advance without the written consent of Lender; (c) perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of Rent payments; (d) refrain from modifying or terminating any of the Leases without the written consent of Lender; (e) execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require; and (f) comply with all applicable federal, state and local laws and regulations concerning the Premises, including but not limited to all environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

3. REPRESENTATIONS OF LESSOR. Lessor represents and warrants to Lender that: (a) the tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases; (b) each of the Leases are valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Lessor or any assignee of Lessor; (c) no Rents or security deposits under any of the Leases have previously been assigned by Lessor to any party other than Lender; (d) Lessor has not accepted, and will not accept, Rent in excess of one month in advance under any of the Leases; (e) Lessor has the power and authority to execute this Assignment; (f) Lessor has not performed any act or executed any instrument which might prevent Lender from collecting Rents and taking any other action under this Assignment; (g) Lessor's chief executive office is located in the State of Alabama; (h) Lessor's state of organization is the State of Alabama; and (i) Lessor's exact legal name is set forth on the first page of this agreement.

4. LESSOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Security Instrument securing the Note, this Assignment or any other present or future obligation of Borrower or Lessor to Lender (whether incurred for the same or different purposes) ("Obligations"), Lender grants Lessor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Lessor's business operations. However, Lender may at any time require Lessor to deposit all Rents into an account maintained by Lessor or Lender at Lender's institution.

5. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Premises, and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper, Lender may proceed to collect and receive all Rents, and Lender shall have full power periodically to make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all Rents, in Lender's sole discretion, to payment of the obligation or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Premises and the management and operation of the Premises. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received and any unpaid amounts shall be added to the principal of the Note. These amounts, together with other costs, shall become part of the indebtedness secured by the Security Instrument and for which this Assignment is given. Lender's remedies described herein are cumulative, non-exclusive and in addition to any other remedies under the Security Instrument and applicable law.

6. APPOINTMENT OF RECEIVER. In the event of a default, Lender shall be entitled, without notice, without bond, and without regard to the adequacy of the collateral securing the Obligations to the appointment of a receiver for the Premises. The receiver shall have, in addition to all the rights and powers customarily given to and exercised by a receiver, all the rights and powers granted to Lender under the Security Instrument and this Assignment.

7. POWER OF ATTORNEY. Lessor irrevocably authorizes Lender as Lessor's attorney-in-fact occupied with an interest, at Lender's option, upon taking possession of the Premises to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Premises as Lender may deem proper. Lender may endorse Lessor's name on rent checks or other instruments to accomplish the purposes of this assignment. The receipt by Lender of any Rents under this Assignment after institution of foreclosure proceeding under the Security Instrument shall not cure any default or affect such proceeding or sale which may be held as a result of such proceeding.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Lessor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including any costs and expenses to the extent permitted by applicable law, shall be secured by the Security Instrument and this Assignment. Lessor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Lessor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS. A written demand by Lender to the tenants under the Leases for the payment of Rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of Rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Lessor. Lessor hereby releases the tenants from any liability for any Rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Security Instrument and may be enforced without regard to whether Lender institutes foreclosure proceeds under the Security Instrument. This Assignment is in addition to the Security Instrument and shall not affect, diminish or impair the Security Instrument. However, the rights and authority granted in this Agreement may be exercised in conjunction with the Security Instrument.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Lessor's obligations or Lender's rights under this Agreement must be contained in writing signed by the Lender. Lender may perform any of Lessor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Lessor's obligations under this Assignment shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Lessor or third party or any of its rights against any Lessor, third party or collateral.

12. NOTICES. Except as otherwise required by law, any notice or other communication to be provided under this Assignment shall be in writing and sent to the parties at the addresses indicated in this Assignment or such other address as the parties may designate in writing from time to time.

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

14. COLLECTION COSTS. To the extent permitted by law, Lessor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants) whether or not any attorney is an employee of Lender, which are incurred by Lender in collecting any amounts due or enforcing any right or remedy under this Assignment, all whether or not suit is brought and including, but not limited to, fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. These collection costs are secured by this Assignment and the Security Instrument.

15. MISCELLANEOUS. (a) A default by Lessor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Security Instrument so long as, in Lender's option, such default results in the impairment of Lender's security. (b) A violation by Lessor of any of the covenants, representations or provision contained in this Assignment shall be deemed a default under the terms of the Note and Security Instrument. (c) This Assignment shall be binding upon and inure to the benefit of Lessor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (d) This Assignment shall be governed by the laws of the state indicated in the address of the Premises. Unless applicable law provides otherwise, Lessor consents to the jurisdiction of any court selected by Lender in its sole discretion located in the state indicated in Lender's address in the event of any legal proceeding under this Assignment. (e) All references to Lessor in this Assignment shall include all persons signing below. If there is more than one Lessor, their obligations shall be joint and several. This Assignment represents the complete and integrated understanding between Lessor and Lender pertaining to the terms hereof.

16. JURY TRIAL WAIVER. LESSOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS ASSIGNMENT.

17. ADDITIONAL TERMS.

18. INDEXING INSTRUCTIONS.

LESSOR ACKNOWLEDGES THAT LESSOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS ASSIGNMENT.

DATED: November 26, 2008

Mayhall Properties, Inc.

John Mayhall, President

Date

STATE OF ALABAMA)
)
SHELBY COUNTY)

The undersigned, a Notary Public in and for said County in said State, hereby certifies that John Mayhall, whose name as duly authorized officer of Mayhall Properties, Inc., 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 this instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the respective Corporation the day the same bears date.

Given under my hand this 26th day of November, 2008.

SEAL



Rebecca L. Breland
Notary Public

My commission expires:

2/26/2012



20081202000454260 2/7 \$29.00
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Exhibit A
Legal Description

1. Lot 2, Carrington Subdivision, Sector 1, Map Book 25 page 18.
Now known as Units 1, 2 and 3 in Carrington Office Park, a Condominium,
Map Book 38 page 86.
Less and except Unit 1.
Also secures Loan No. 943754.
2. Lot 119, Chesapeake Subdivision, as recorded in Map Book 37 page 123 in the Probate
Office of Shelby County, Alabama.
Also secures Loan No. 981853.
3. Lot 1C, Final Plat of Park Forest Village, as recorded in Map Book 31 page 51 in the Probate
Office of Shelby County, Alabama.
Less and Except Unit 400, in Park Forest Village Condominium, a condominium as
established by the certain Declaration of Condominium of Park Forest Village
Condominium, a condominium, which is recorded in Instrument #20070726000348200, in
the Probate Office of Shelby County, Alabama, to which Declaration of Condominium a plan
is attached as Exhibit "C" thereto; said plan being filed for record in Map Book 38 page 113
in the probate Office of Shelby County, Alabama and to which said Declaration of
Condominium the By-Laws are attached as Exhibit "C" thereto, as recorded in Instrument
#20070726000348200, together with an undivided interest in the Common Elements
assigned to said Units of said Declaration of Condominium of Park Forest Village
Condominium, a condominium.
Also secures Loan No. 865540.
4. A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 5, Township
22 South, Range 2 West, Shelby County, Alabama, and being more particularly described
as follows: Commence at the Northeast corner of the North 1/2 of the Northeast 1/4 of
Section 6, Township 22 South, Range 2 West, Shelby County, Alabama; thence South 88
deg. 30 min. 56 sec. East a distance of 729.23 feet (measured) 729.18 feet (map) to a point,
said point lying on the Westerly right of way line of Shelby County Road #12 (80 foot right
of way); thence south 16 deg. 09 min. 01 sec. West, a distance of 155.69 feet (measured)
155.14 feet (map) to a point, said point being the beginning of a curve to the left having a
radius of 1,967.06 feet, a central angle of 02 deg. 36 min. 28 sec., and subtended by a chord
which bears South 14 deg. 52 min. 29 sec. West, and a chord distance of 89.53 feet; thence
in a Southwesterly direction along the arc of said curve and said right of way line a distance
of 89.53 feet to a point on a curve to the left, said point being a compound curve, having a
radius of 1,544.66 feet, a central angle of 01 deg. 51 min. 15 sec., and subtended by a chord
which bears South 12 deg. 45 min. 50 sec. West, and a chord distance of 49.99 feet; thence
in a Southwesterly direction along the arc of said curve and said right of way line for a
distance of 49.99 feet; thence South 11 deg. 11 min. 46 sec. West and along said right of way
line a distance of 13.02 feet to the point of beginning; thence South 11 deg. 11 min. 46 sec.
West and along said right of way line a distance of 207.75 feet to a point of a curve to the left
having a radius of 1191.35 feet and a central angle of 7 deg. 41 min. 52 sec. and subtended
by a chord which bears South 7 deg. 20 min. 50 sec. West and a chord distance of 159.94
feet; thence along the arc of said curve and said right of way line, a distance of 160.06 feet;
thence leaving said right of way North 88 deg. 00 min. 30 sec. West a distance of 242.76
feet; thence North 02 deg. 14 min. 39 sec. East a distance of 204.64 feet; thence North 77
deg. 58 min. 59 sec. West a distance of 15.22 feet; thence North 2 deg. 14 min. 39 sec. East
for a distance of 158.37 feet; thence South 87 deg. 45 min. 21 sec. East a distance of 304.35
feet to the point of beginning.
Also secures Loan No. 933503 - Stone Creek land.



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Exhibit A Continued
Legal Description

5. Lots 12 and 13, in Block 2, A. J. Grefenkamp's Survey of Buck Creek Cotton Hills Subdivision of East 1/2 of Northeast 1/4 of Section 2, Township 21 South, Range 3 West, as recorded in Map Book 3 page 9 in the Probate Office of Shelby County, Alabama.
Also, South 30 feet facing Birmingham-Montgomery Highway of Lot 11, Block 2, A.J. Grefenkamp's Survey of Buck Creek Cotton Mills Subdivision, of east 1/2 of Northeast 1/4 of Section 2, Township 21 South, Range 3 West, as recorded in Map Book 3 page 9 in the Probate office of Shelby County, Alabama, and lying parallel to Lot 12 and extending to the East line of Lot 12; thence North 30 feet from Northeast corner of Lot 12; thence West to beginning.
Also secures Loan No. 928119 and 928259 - Hwy 11 and 31.
6. Lot 1A, Strong Ridge, as recorded in Map Book 28 page 21 in the Probate Office of Shelby County, Alabama.
Also secures Loan No. 9243931.
7. A part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, being more particularly described as follows: Begin at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 21 South, Rane 3 West; thence south 88 deg. 33 min. 27 sec. West a distance of 613.29 feet (612.92 deed); thence continue along the last described course a distance of 217.95 feet to the Easterly right of way of Alabama State Highway #119; thence North 20 deg. 30 in. 00 sec. West a distance of 344.23 feet; thence North 88 deg. 32 min. 08 sec. East and leaving said right of way a distance of 935.87 feet (1,014.6 deed); thence South 02 deg. 48 min. 31 sec. East a distance of 325.82 feet (327.4 deed) to the point of beginning; being situated in Shelby County, Alabama.
Less and Except: Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 00 deg. 05 min. 52 sec. West along East boundary of said 1/4 1/4 Section a distance of 325.91 feet; thence proceed North 88 deg. 43 min. 21 sec. West for a distance of 771.34 feet; thence proceed South 31 deg. 50 min. 48 sec. East for a distance of 388.76 feet to a point on the South boundary of said 1/4 1/4 Section; thence proceed South 88 deg. 41 min. 55 sec. East along the South boundary of said 1/4 1/4 Section for a distance of 566.72 feet to the point of beginning.
Being situated in the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 21 South, Range 3 West, Shelby County, Alabama.
Also secures Loan No. 922161 - Hwy 119.
8. Begin at the Southeast corner of the Northeast 1/4 of Southeast 1/4 of Section 19, Township 21 South, Range 2 West, Shelby County, Alabama; thence in a Westerly direction along the South line of said 1/4 1/4 Section for 116.31 feet to the West right of way of Shelby County No. 87; thence right 90 deg. 36 min. 22 sec. in a Northerly direction along said West right of way 381.16 feet to the point of beginning; thence continue Northerly along said West right of way 209.30 feet; thence left 89 deg. 03 min. 20 sec. in a Westerly direction 1,285.32 feet to the East right of way of Interstate Highway No. 65; thence left 110 deg. 03 min. 49 sec. in a Southeasterly direction along said East right of way 222.79 feet; thence left 69 deg. 56 min. 11 sec. in an Easterly direction 1,212.34 feet to the point of beginning.
Also secures Loan No. 952117 - Hwy 87.
9. Lot 2, according to the Survey of Strong Ridge, as recorded in Map Book 22 page 155 in the Probate Office of Shelby County, Alabama.
Also secures Loan No. 7004486 - Hwy 87 (dirt).



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Exhibit A Continued
Legal Description

10. PARCEL I:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 24, TOWNSHIP 24 NORTH, RANGE 12 EAST, CHILTON COUNTY, ALABAMA, AND SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION SOUTH OF MOUNTAIN VIEW ROAD:

BEGINNING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE SOUTH 89 DEGREES 52 MINUTES 52 SECONDS WEST A DISTANCE OF 2622.42 FEET TO A CONCRETE MONUMENT; THENCE SOUTH 89 DEGREES 58 MINUTES 27 SECONDS WEST A DISTANCE OF 1018.96 FEET TO AN AXLE; THENCE NORTH 01 DEGREES 10 MINUTES 27 SECONDS EAST A DISTANCE OF 1622.03 FEET TO A CAPPED REBAR SET ON THE NORTH RIGHT OF WAY LINE OF SHELBY DRIVE (SAID DRIVE HAVING A 60 FOOT RIGHT OF WAY); THENCE NORTH 87 DEGREES 38 MINUTES 33 SECONDS WEST AND ALONG THE NORTH RIGHT OF WAY OF SHELBY DRIVE A DISTANCE OF 668.15 FEET TO A CAPPED REBAR SET AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF CHILTON COUNTY ROAD 113 AND THE NORTH RIGHT OF WAY OF SHELBY DRIVE; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 136.23 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 14 DEGREES 29 MINUTES 05 SECONDS EAST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 136.09 FEET AND A RADIUS OF 875.73 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 228.58 FEET TO A CAPPED REBAR SET (SAID CURVE HAVING A CHORD BEARING OF NORTH 05 DEGREES 00 MINUTES 46 SECONDS WEST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 227.59 FEET AND A RADIUS OF 707.65 FEET); THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 150.47 FEET ALONG A REVERSE CURVE TO A CAPPED REBAR SET (SAID CURVE HAVING A CHORD BEARING OF NORTH 08 DEGREES 43 MINUTES 09 SECONDS WEST, CLOCK-WISE DIRECTION, WITH A CHORD DISTANCE OF 150.08 FEET AND A RADIUS OF 603.94 FEET); THENCE NORTH 89 DEGREES 23 MINUTES 23 SECONDS EAST A DISTANCE OF 1256.21 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 27 MINUTES 30 SECONDS EAST A DISTANCE OF 1005.19 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 27 MINUTES 04 SECONDS EAST A DISTANCE OF 1507.54 FEET TO A CAPPED REBAR SET; THENCE NORTH 00 DEGREES 32 MINUTES 58 SECONDS WEST A DISTANCE OF 526.68 FEET TO A CAPPED REBAR SET AT THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 124.16 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 70 DEGREES 09 MINUTES 01 SECONDS EAST, COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 123.46 FEET AND A RADIUS OF 336.73 FEET); THENCE NORTH 52 DEGREES 51 MINUTES 12 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 272.17 FEET TO A CAPPED REBAR SET; THENCE NORTH 52 DEGREES 22 MINUTES 54 SECONDS EAST AND ALONG THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 266.11 FEET TO A CAPPED REBAR SET; THENCE SOUTH 00 DEGREES 14 MINUTES 46 EAST A DISTANCE OF 227.03 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 37 MINUTES 41 SECONDS WEST A DISTANCE OF 574.26 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 51 MINUTES 27 SECONDS WEST A DISTANCE OF 301.20 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 20 MINUTES 52 SECONDS WEST A DISTANCE OF 907.92 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 27 MINUTES 34 SECONDS WEST A DISTANCE OF 412.72 FEET TO A IRON PIPE FOUND; THENCE SOUTH 00 DEGREES 14 MINUTES 37 SECONDS WEST A DISTANCE OF 329.58 FEET TO A REBAR FOUND; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS WEST A DISTANCE OF 329.20 FEET TO THE POINT OF BEGINNING.

Exhibit A Continued
Legal Description

DESCRIPTION NORTH MOUNTAIN VIEW ROAD:

COMMENCING AT A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 00 DEGREES 33 MINUTES 07 SECONDS EAST A DISTANCE OF 329.20 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 14 MINUTES 37 SECONDS EAST A DISTANCE OF 329.58 FEET TO AN IRON PIPE FOUND; THENCE NORTH 00 DEGREES 27 MINUTES 34 SECONDS EAST A DISTANCE OF 412.72 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 20 MINUTES 52 SECONDS EAST A DISTANCE OF 907.92 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 51 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 301.20 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 37 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 574.26 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 227.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 75.50 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE (60 FOOT RIGHT OF WAY) AND A CAPPED REBAR SET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 154.91 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 86 DEGREES 09 MINUTES 36 SECONDS WEST A DISTANCE OF 249.25 FEET TO A CAPPED REBAR FOUND; THENCE SOUTH 00 DEGREES 23 MINUTES 44 SECONDS EAST A DISTANCE OF 328.67 FEET TO AN IRON ROD FOUND ON THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE NORTH 52 DEGREES 22 MINUTES 54 SECONDS EAST AND ALONG THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE A DISTANCE OF 311.94 FEET TO THE POINT OF BEGINNING.


PARCEL II:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION NORTH MOUNTAIN VIEW DRIVE:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-NORTHEAST QUARTER SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 89 DEGREES 23 MINUTES 24 SECONDS EAST A DISTANCE OF 173.38 FEET TO A CRIMP TOP PIPE FOUND; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST ALONG WESTERLY RIGHT OF WAY OF ALABAMA STATE HIGHWAY 155 (100 FOOT RIGHT OF WAY) A DISTANCE OF 655.17 FEET CAPPED REBAR SET AT THE NORTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 351.28 FEET ALONG SAID RIGHT OF WAY TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF SOUTH 60 DEGREES 05 MINUTES 11 SECONDS WEST, A COUNTER-CLOCKWISE DIRECTION, A CHORD DISTANCE OF 350.77 FEET AND A RADIUS OF 1884.60 FEET); THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 154.94 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 305.22 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS EAST A DISTANCE OF 354.79 FEET TO A CAPPED REBAR FOUND. SAID POINT BEING THE POINT OF BEGINNING.

Exhibit A Continued
Legal Description


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DESCRIPTION SOUTH OF MOUNTAIN VIEW DRIVE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER-NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA; THENCE NORTH 89 DEGREES 23 MINUTES 24 SECONDS EAST A DISTANCE OF 173.38 FEET TO A CRIMP TOP PIPE FOUND; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST ALONG WESTERLY RIGHT OF WAY OF ALABAMA STATE HIGHWAY 155 (100 FOOT RIGHT OF WAY) A DISTANCE OF 655.17 TO THE NORTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND A CAPPED REBAR SET; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 61.50 FEET TO THE SOUTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND TO A CAPPED REBAR SET, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 219.61 FEET TO A CAPPED REBAR SET; THENCE SOUTH 69 DEGREES 59 MINUTES 10 SECONDS WEST A DISTANCE OF 80.13 FEET TO A CAPPED REBAR SET; THENCE SOUTH 59 DEGREES 22 MINUTES 41 SECONDS WEST A DISTANCE OF 161.87 FEET TO A CAPPED REBAR SET; THENCE SOUTH 45 DEGREES 02 MINUTES 6 SECONDS WEST A DISTANCE OF 116.16 FEET TO A CAPPED REBAR SET; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 64.62 FEET TO A CAPPED REBAR FOUND (SAID ARC HAVING A CHORD BEARING OF SOUTH 80 DEGREES 48 MINUTES 9 SECONDS WEST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 63.12 FEET AND A RADIUS OF 86.12 FEET); THENCE NORTH 00 DEGREES 14 MINUTES 46 SECONDS WEST A DISTANCE OF 227.03 FEET TO THE SOUTHERLY RIGHT OF WAY OF MOUNTAIN VIEW DRIVE AND TO A CAPPED REBAR SET; THENCE FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 369.48 FEET TO A CAPPED REBAR SET (SAID ARC HAVING A CHORD BEARING OF NORTH 58 DEGREES 57 MINUTES 46 SECONDS EAST, A CLOCKWISE DIRECTION, A CHORD DISTANCE OF 368.85 FEET AND A RADIUS OF 1884.60 FEET); SAID POINT BEING THE POINT OF BEGINNING.

Also secures Loan No. 942057 - Chilton County property