

ASSIGNMENT OF RENTS AND LEASES

The following terms shall have the meanings set forth below, as used in this instrument:

Lender:	First Commercial Bank
Lender's Notice Address:	800 Shades Crest Parkway Birmingham, Alabama 35209
Loan Amount:	\$2,475,000.00
Mortgage:	The Mortgage and Security Agreement executed by Owner in favor of Lender this date to further secure the Obligation (defined below).
Owner:	FDK, L.L.C., Jack W. Kidd (a.k.a. Jack Whitson Kidd), and Faye D. Kidd
Owner's Notice Address:	Set forth in the Mortgage which is incorporated herein by reference
Borrower:	FDK, L.L.C. and Jack W. Kidd
Borrower's Notice Address	Set forth in the Mortgage which is incorporated herein by reference.

1. **BY THIS ASSIGNMENT**, the Owner, for value received, hereby assigns to the Lender all of 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, now existing or hereafter made and affecting the real property and the improvements and equipment 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 guarantees 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 1, together with any and all guarantees, modifications, extensions and renewals thereof, are hereinafter collectively and severally referred to as the "Lease".

2. **OWNER'S PURPOSE** in making this assignment is to relinquish, convey, and assign to Lender Owner's right to collect and enjoy the rents, royalties, issues, profits, income and other benefits at any time accruing by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the outstanding indebtedness to Lender in connection with a loan (the "Loan") as evidenced by the note in favor of Lender dated on or about this same date, in the aggregate original principal sum equal to the Loan Amount executed by Borrower (hereinafter referred to for convenience as the "Obligation") and as additional security for the Owner's obligations under the Mortgage executed to better secure the Obligation; and to furnish security for the performance of Owner's obligations contained herein, and in the Obligation, and in the other documents executed by Borrower and/or Owner in connection with the Loan. The

Obligation, the Mortgage, and the other documents executed in connection with the 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 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 the 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 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 on the part of Owner under any Lease;
- (b) that no rent or other payment has been or will be collected under any Lease more than one month in advance;
- (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 of 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 that nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Owner does not delegate or assign to Lender, and Lender does not accept or assume any of the duties, obligations, or liabilities of Owner as provided in the Lease. Despite the present and absolute assignment by Owner to Lender of the Lease, Lender will not be required to perform any of the agreements or conditions

contained in the Lease and nothing in this Agreement will impose any obligation upon Lender (including any liability under any covenant of quiet enjoyment as provided in the Lease). Owner retains and will perform all duties, obligations, and liabilities of Owner as provided in the Lease, provided that Lender, in the sole and absolute option of Lender may cure any default as provided in the Lease on behalf of Owner, and Owner will reimburse Lender on demand for all amounts paid and expended by Lender to cure the defaults of Owner as provided in the Lease.

7. 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.

8. 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 of Lender in accordance with the terms of this Assignment.

9. 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.

10. 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.

11. 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 Mortgage, Note, and guarantees, this Assignment shall be void and of no further effect.

12. All notices given hereunder shall be given in the manner set forth in the Mortgage.

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

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

15. WAIVER OF JURY TRIAL. OWNER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED THERETO OR CONTEMPLATED THEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES THEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. OWNER AGREES THAT LENDER MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF OWNER IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN OWNER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

-- SIGNATURE PAGES FOLLOW --

IN WITNESS WHEREOF, this document has been executed by the undersigned under seal on this 5th day of December, 2008.

“OWNER”

FDK, L.L.C.

By: Jack W. Kidd
Name: Jack W. Kidd
Title: Member

STATE OF ALBAMA

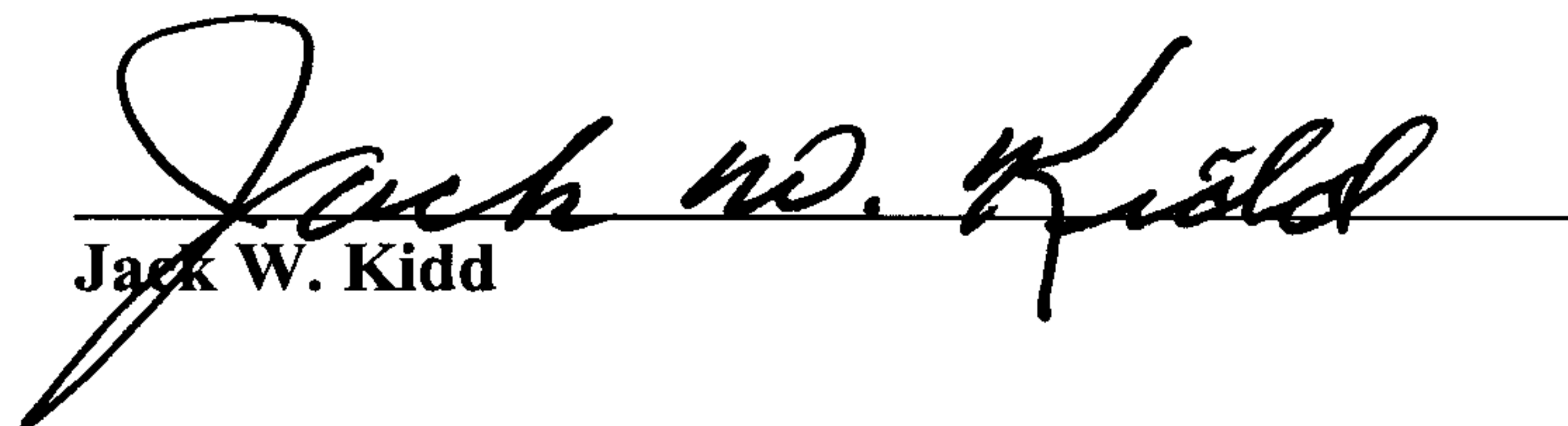
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jack W. Kidd** whose name as Member of **FDK, L.L.C.**, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 5th day of December, 2008.

Jennifer L. Luna
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 2, 2012

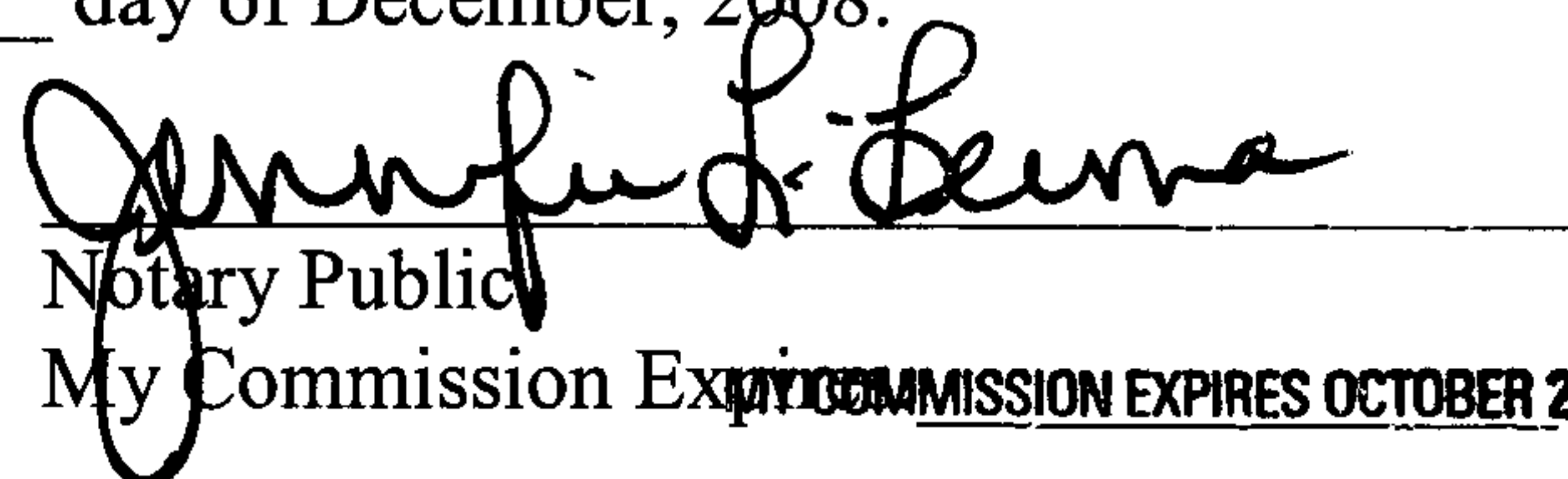

Jack W. Kidd

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Jack W. Kidd**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 5th day of December, 2008.


Notary Public
My Commission Expires **COMMISSION EXPIRES OCTOBER 2, 2012**

Faye D. Kidd
Faye D. Kidd

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Faye D. Kidd**, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she voluntarily executed the same on the day the same bears date.

Given under my hand and seal this the 5th day of December, 2008.

[Signature]
Notary Public
My Commission Expires: 10/16/09

EXHIBIT A

PARCEL I:

Commence at the Northwest corner of the Northwest one-quarter of the Northeast one-quarter of Section 5, Township 19 South, Range 1 West; thence run North 86 degrees, 43 minutes, 38 seconds East along the North line of said Quarter-Quarter Section line for a distance of 333.88 feet; thence run South 71 degrees, 31 minutes, 13 seconds East for a distance of 100.20 feet; thence run South 23 degrees, 59 minutes, 16 seconds West for a distance of 260.63 feet; thence run South 71 degrees, 19 minutes, 30 seconds East for a distance of 261.47 feet; thence run South 23 degrees, 55 minutes, 20 seconds West for a distance of 14.31 feet; thence run South 71 degrees, 24 minutes, 36 seconds East for a distance of 261.73 feet; thence run South 24 degrees, 50 minutes, 46 seconds West for a distance of 130.00 feet to the point of beginning; thence run South 24 degrees, 50 minutes 46 seconds West for a distance of 97.62 feet; thence run South 26 degrees, 37 minutes, 46 seconds West for a distance of 226.72 feet to the centerline of a creek as shown on USW subdivision and is recorded in Map Book 14, Page 80 in the Office of the Judge of Probate of Shelby County, Alabama; thence run along said centerline by the following described courses; thence North 35 degrees, 50 minutes, 17 seconds West for a distance of 64.67 feet; thence North 10 degrees, 27 minutes, 52 seconds West for a distance of 13.24 feet; thence run North 64 degrees, 39 minutes, 20 seconds East for a distance of 10.39 feet; thence run North 63 degrees, 17 minutes, 11 seconds West for a distance of 10.75 feet; thence run South 63 degrees, 19 minutes, 10 seconds West for a distance of 10.92 feet; thence run North 73 degrees, 35 minutes, 54 seconds West for a distance of 12.11 feet; thence run North 17 degrees, 02 minutes West for a distance of 7.18 feet; thence run North 37 degrees, 45 minutes, 27 seconds West for a distance of 17.71 feet; thence run North 59 degrees, 12 minutes, 44 seconds West for a distance of 20.62 feet; thence run North 45 degrees, 12 minutes, 51 seconds West for a distance of 28.09 feet; thence run North 87 degrees, 59 minutes, 52 seconds West for a distance of 20.59 feet; thence run North 51 degrees, 43 minutes, 04 seconds West for a distance of 26.76 feet; thence run North 24 degrees, 40 minutes, 36 seconds West for a distance of 25.49 feet; thence run North 08 degrees, 02 minutes, 50 seconds East for a distance of 12.43 feet; thence run North 82 degrees, 00 minutes, 57 seconds West for a distance of 26.34 feet; thence run North 32 degrees, 40 minutes, 52 seconds West for a distance of 22.77 feet; thence run North 60 degrees, 33 minutes, 04 seconds West for a distance of 19.70 feet; thence run South 78 degrees, 46 minutes, 47 seconds West for a distance of 12.33 feet; thence run North 44 degrees, 56 minutes, 03 seconds West for a distance of 20.92 feet; thence run North 88 degrees, 15 minutes, 43 seconds West for a distance of 11.94 feet; thence run South 49 degrees, 01 minutes, 10 seconds West for a distance of 23.71 feet; thence run South 41 degrees, 29 minutes, 13 seconds West for a distance of 29.53 feet; thence run North 59 degrees, 21 minutes, 24 seconds West for a distance of 16.97 feet; thence run North 54 degrees, 34 minutes, 47 seconds West for a distance of 30.16 feet; thence run South 85 degrees, 48 minutes, 55 seconds West for a distance of 19.77 feet; thence run North 17 degrees, 06 minutes, 24 seconds East for a distance of 17.89 feet; thence run North 36 degrees, 44 minutes, 37 seconds West for a distance of 42.66 feet; thence run North 40 degrees, 17 minutes, 25 seconds East for a distance of 18.80 feet; thence run North 35 degrees, 26 minutes, 30 seconds West for a distance of 4.99 feet and the end of said creek centerline course; thence run South 87 degrees, 22 minutes, 08 seconds West for a distance of 85.62 feet to a point on the Northeasterly right-of-way line of U.S. Highway No. 280; thence run in a Northwesterly direction along the Northeasterly right-of-way line of said highway for a distance of 17.00 feet; (Said highway right-of-way line being situated on a curve to the left having a central angle of 00 degrees, 19 minutes, 51 seconds, a radius of 2,944.79 feet, a chord of 17.00 feet and a chord bearing of South 21 degrees, 36 minutes, 19 seconds East); thence run North 68 degrees, 13 minutes, 44 seconds East for a distance of 30.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 50 degrees, 45 minutes, 00 seconds and a radius of 131.77 feet; thence run in a Northeasterly direction along the arc of said curve for a distance of 116.72 feet; thence run North 17 degrees, 28 minutes, 44 seconds East along the tangent if extended from said curve for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a

central angle of 00 degrees, 34 minutes, 43 seconds and a radius of 198.00 feet and a chord bearing of South 17 degrees, 46 minutes, 05 seconds East; thence run in a Northeasterly direction along the arc of said curve for a distance of 2.00 feet; thence run South 61 degrees, 36 minutes, 29 seconds East for a distance of 508.90 feet to the point of beginning.

PARCEL I-A:

EASEMENT FOR INGRESS AND EGRESS OVER PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the northwest corner of the Northwest one-quarter of the Northeast one-quarter of Section 5, Township 19 South, Range 1 West; thence run North 86 degrees 43 minutes 38 seconds East along the North line of said quarter-quarter for a distance of 333.88 feet; thence run South 71 degrees 31 minutes 13 seconds East for a distance of 100.20 feet; thence run South 23 degrees 59 minutes 16 seconds West for a distance of 260.63 feet to the POINT OF BEGINNING; thence run South 71 degrees 19 minutes 30 seconds East for a distance of 29.78 feet to the point of intersection with a curve to the left, said curve having a central angle of 18 degrees 42 minutes 34 seconds, a radius of 183.00, a chord of 59.49 and a chord bearing of South 26 degrees 50 minutes 01 seconds West; thence run along the arc of said curve for a distance of 59.76 feet to the end of said curve; thence run South 17 degrees 28 minutes 44 seconds West for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve having a central angle of 50 degrees 45 minutes, a radius of 146.77 feet, a chord of 125.79 and a chord bearing of South 42 degrees 51 minutes 14 seconds West; thence run along the arc of said curve for a distance of 130.00 feet to the end of said curve; thence run South 68 degrees 13 minutes 44 seconds West for a distance of 30.04 feet to a point on the northeasterly right of way line of U. S. 280, said right of way being situated on a curve to the left and having a central angle of 0 degrees 35 minutes 01 seconds, a radius 2944.79 feet, a chord of 30.00 feet and a chord bearing of North 21 degrees 46 minutes 15 seconds West; thence run along the arc of said curve and the Northeasterly right of way line of U. S. Highway No. 280 for a distance of 30.00 feet; thence run North 68 degrees 13 minutes 44 seconds East for a distance of 30.04 feet to the point of commencement of a curve to the left, said curve having a central angle of 50 degrees 45 minutes, a radius of 116.77 feet, a chord of 100.08 feet and a chord bearing of North 42 degrees, 51 minutes 14 seconds East; thence run along the arc of said curve for a distance of 103.43 feet to the end of said curve; thence run North 17 degrees 28 minutes 44 seconds East for a distance of 153.42 feet to the point of commencement of a curve to the right, said curve, having a central angle of 16 degrees 10 minutes 47 seconds, a radius of 213.00 feet, a chord of 59.95 feet and a chord bearing of North 25 degrees 34 minutes 08 seconds East; thence run along the arc of said curve for a distance of 60.15 feet to the end of said curve; thence run South 71 degrees, 19 minutes 30 seconds East for a distance of 1.46 feet to the POINT OF BEGINNING.

PARCEL II:

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 20 South, Range 2 East, Shelby County, Alabama.

A parcel of Land in the Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 2 East, Shelby County, Alabama, more particularly described as follows: Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 2 East; thence South 89 degrees, 45 minutes 30 seconds East along the Section Line for a distance of 786.87 feet to the right of way line of Alabama Highway No. 25; thence South 11 degrees, 47 minutes, 15 seconds East along said right of way line for a distance of 386.76 feet to the beginning of a curve to the left with a central angle of 23 degrees, 14 minutes, 15 seconds and a radius of 1,876.86 feet; thence along the arc of said curve for a distance of 761.20 feet; thence South 11 degrees, 27 minutes West for a distance of 1,566.36 feet to the South line of said Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 2 East; thence South 89 degrees, 55 minutes West for a distance of 557.17

feet to the Southwest corner of the Northeast $\frac{1}{4}$ of said Section; thence North 2,673.90 feet to the point of beginning; being situated in Shelby County, Alabama.

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 20 South, Range 2 East.

PARCEL III:

Commence at the Northeast corner of Section 33, Township 19 South, Range 2 East, thence run West along the North line of said Section a distance of 2,637.25 feet to the Northwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the said Section; thence turn an angle of 108 degrees, 40 minutes, 15 seconds to the left and run a distance of 287.88 feet to the East right of way line of Alabama State Highway 25; thence turn an angle of 24 degrees, 56 minutes, 22 seconds to the right and run along said right of way a distance of 451.20 feet to the point of beginning; thence continue in the same direction along said right of way a distance of 77.67 feet to the P.C. of a right of way curve; thence continue along said right of way curve (whose Delta Angle is 9 degrees, 36 minutes, 46 seconds to the left, Radius is 2, 955.16 feet, Tangent is 248.48 feet, Length of Arc is 495.80 feet); thence turn an angle of 91 degrees, 30 minutes, 56 seconds to the left from tangent of said curve, and run a distance of 1,820.56 feet; thence turn an angle of 84 degrees, 22 minutes, 56 seconds to the left and run a distance of 686.66 feet; thence turn an angle of 91 degrees, 01 minutes, 55 seconds to the left and run a distance of 559.31 feet; thence turn an angle of 91 degrees, 28 minutes, 27 seconds to the left and run a distance of 262.85 feet; thence turn an angle of 91 degrees, 36 minutes, 10 seconds to the right and run a distance of 1,250.70 feet to the point of beginning. Situated in the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama.

PARCEL IV:

Commence at the Southeast Corner of Section 33, Township 19 South, Range 2 East and run West along the South boundary of said Section for a distance of 1808.0 feet to the Easterly right of way line of Alabama No. 25 Highway lending from Harpersville to Wilsonville; thence turn an angel of 77 degrees, 50 minutes to the right and proceed in a Northerly direction along the Easterly right of way line of said Highway for a distance of 2413.8 feet to a point which is the point of beginning; thence turn an angle of 96 degrees, 58 minutes to the right and proceed in an Easterly direction for a distance of 321.3 feet to a point; thence turn an angle of 96 degrees, 58 minutes to the left and proceed in a Northerly direction parallel to the Easterly right of way line of said Highway for a distance of 265 feet to a point on the South boundary of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said section; thence turn an angle of 102 degrees, 19 minutes to the right and proceed East along the South boundary of the said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section for a distance of 529 feet to a point, such point being 198 feet West of the Southeast corner of the aforementioned Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence turn an angle of 90 degrees, 33 minutes to the left and proceed North for a distance of 1,438 feet to a point on the South Property line of the F. Jackson Property; thence turn an angle of 95 degrees, 07 minutes to the left and proceed in a westerly direction along said Southerly property line of the F. Jackson property to its intersection with Easterly line of Alabama Highway No. 25; thence in a Southerly direction along said line of said Highway to point of beginning.

Less and except those tracts shown as Parcel ID # 07-8-33-1-001-019.000 (Harpersville Cemetery) and Parcel ID# 07-8-33-4-000-002.000 (John L. Kidd Cemetery) on Shelby County Tax Plats.

PARCEL V:

From a $\frac{1}{2}$ inch rebar at the Northeast corner of the Northeast $\frac{1}{4}$ -Northwest $\frac{1}{4}$ of Section 33, Township 19 South, Range 2 East, run thence West along the North boundary of said Northeast $\frac{1}{4}$ - Northwest $\frac{1}{4}$ for a

distance of 556.13 feet to a ½ inch rebar; thence turn 96 degrees, 22 minutes, 33 seconds left and run a distance of 53.03 feet to a metal t-post on the South boundary of Shelby County Highway #434 (80 foot Right of Way) being the Point of Beginning of herein described parcel of land, said point being in the center of Tanyard Branch East Fork; thence continue along said course and along the center of said branch for a distance of 299.30 feet to a metal t-post; thence turn 01 degrees, 00 minutes, 41 seconds left and continue along said branch centerline for a distance of 101.12 feet to point; thence turn 30 degrees, 25 minutes, 16 seconds left and run along said branch centerline a distance of 40.44 feet to a point; thence turn 41 degrees, 53 minutes, 21 seconds right and run along said branch centerline for a distance of 38.99 feet to a point; thence turn 04 degrees, 15 minutes, 57 seconds left and run along said branch centerline for a distance of 71.56 feet to a point; thence turn 02 degrees, 15 minutes, 35 seconds left and run along said branch centerline for a distance of 98.05 feet to a point; thence turn 05 degrees, 23 minutes, 27 seconds left and run along said branch centerline for a distance of 49.50 feet to a metal t-post; thence turn 05 degrees, 04 minutes, 51 seconds right and run a distance of 62.14 feet to a 1 ½ inch pipe; thence turn 92 degrees, 42 minutes, 00 seconds right and run a distance of 469.13 feet to a ½ inch rebar; thence turn 67 degrees, 48 minutes, 51 seconds right and run a distance of 99.46 feet to a ½ inch rebar; thence turn 25 degrees, 42 minutes, 52 seconds left and run a distance of 42.01 feet to a ½ inch rebar; thence turn 15 degrees, 07 minutes, 18 seconds left and run a distance of 94.98 feet to a ½ inch rebar; thence turn 27 degrees, 14 minutes, 40 seconds right and run a distance of 105.69 feet to a ½ inch rebar; thence turn 20 degrees, 16 minutes, 05 seconds left and run a distance of 118.11 feet to a ½ inch rebar; thence turn 09 degrees, 18 minutes, 16 seconds left and run a distance of 118.34 feet to a ½ inch rebar; thence turn 34 degrees, 12 minutes, 56 seconds right and run a distance of 107.74 feet to a ½ inch rebar; thence turn 11 degrees, 17 minutes, 50 seconds right and run a distance of 73.14 feet to a ½ inch rebar; thence turn 41 degrees, 21 minutes, 04 seconds left and run a distance of 69.19 feet to a ½ inch rebar; thence turn 04 degrees, 27 minutes, 47 seconds left and run a distance of 90.97 feet to a ½ inch rebar; thence turn 07 degrees, 50 minutes, 09 seconds left and run a distance of 76.13 feet to a ½ inch rebar; thence turn 35 degrees, 00 minutes, 59 seconds right and run a distance of 93.94 feet to a ½ rebar; thence turn 14 degrees, 37 minutes, 02 seconds right and run a distance of 45.29 feet to a ½ inch rebar; thence turn 06 degrees, 18 minutes, 38 seconds right and run a distance of 13.76 feet to a ½ inch rebar on the South boundary of aforementioned Highway #434; thence turn 104 degrees, 58 minutes, 02 seconds right and run along said highway boundary for a distance of 135.25 feet to a ½ inch rebar; thence turn 01 degrees, 58 minutes, 31 seconds right and run along said highway boundary for a distance of 360.21 feet to a ½ inch rebar; thence turn 01 degrees, 10 minutes, 24 seconds right and run along said highway boundary for a distance of 690.83 feet to the Point of Beginning of herein described parcel of land situated in the Northwest ¼ -Northwest ¼ and the Northeast ¼ - Northwest ¼ of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama.

PARCEL VI:

Lots 1, 2, 3 & 4 of the property of Charles W. Mobley, as shown on a plat prepared by Norman D. Deloach, and recorded in Map Book 8, Page 124 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL VII:

The Southeast ¼ of the Southeast ¼ of Section 32, Township 19 South, Range 2 East and the North ½ of the Northeast ¼, East ½ of the Northeast ¼ of the Northwest ¼ of Section 5, Township 20 South, Range 2 East, and 10 acres off the North side of Southwest ¼ of the Northeast ¼ of Section 5, Township 20 South, Range 2 East, Shelby County, Alabama.

LESS AND EXCEPT:

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 5, Township 20 South, Range 2 East, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, thence West along North section line of said section 641.62 feet; thence left 90 degrees 21 minutes 45 seconds Southerly 891.63 feet; thence left 89 degrees 31 minutes 45 seconds Easterly measured 1556.83 feet (map 1560.21 feet) to the Western Right of Way of a chert road; thence left 108 degrees 15 minutes 30 seconds measured 292.80 feet (map 294.23 feet) to point of curve; thence continue Northerly along arc of curve of said chert road, having a curve radius of 801.15 feet, a delta angle of 29 degrees 35 minutes, an arc distance of 413.69 feet to point of said curve; thence continue along said Right of Way having a curve radius of 929.48 feet, a delta angle of 13 degrees 26 minutes, an arc distance of 217.92 feet to the North section line of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$; thence left 114 degrees 52 minutes from tangent of said curve, Westerly 876.34 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO LESS AND EXCEPT:

A part of the Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$, Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$, Section 5, Township 20 South, Range 2 East, Shelby County, Alabama, more particularly described as follows:

Commence at the Northwest corner of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ and run North 89 degrees 08 minutes West along the North section line of said section 641.62 feet; thence left 90 degrees 21 minutes 45 seconds Southerly 891.63 feet to the point of beginning of said tract; thence continue along the last described course 446.38 feet; thence left 89 degrees 31 minutes 45 seconds Easterly 656.30 feet; thence right 89 degrees 21 minutes 30 seconds Southerly 334.83 feet; thence left 89 degrees 20 minutes Easterly 1143.30 feet to the Westerly Right of Way of a chert road; said road being in a curve to the left having a central angle of 33 degrees 22 minutes and a radius of 457.13 feet; thence left 84 degrees 50 minutes tangent to said curve and continue Northerly along arc of curve 269.67 feet to the point of tangent; thence continue North 27 degrees 12 minutes West 85.48 feet to the point of a curve to the right, having a central angle of 9 degrees 55 minutes and a radius of 595.0 feet; thence continue Northerly along arc of said curve 102.98 feet to the point of tangent; thence continue North 17 degrees 17 minutes West 373.19 feet; thence left 71 degrees 44 minutes 30 seconds Westerly 1556.83 feet to the point of beginning; being situated in Shelby County, Alabama.