

THIS INSTRUMENT WAS PREPARED BY:

James C. Reilly, Esq.
2000 SouthBridge Parkway
Suite 500
Birmingham, AL 35209

SEND TAX NOTICES TO:

DPC Ventures, LLC
c/o Cardinal Ventures, Inc.
602 Steed Road, Suite 100
Ridgeland, MS 39157

STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned DPC Ventures, LLC, a Mississippi limited liability company, (the "Mortgagor"), is justly indebted to Deviney Construction Company, Inc., a Mississippi corporation, (the "Mortgagee"), in the original principal amount of Three Hundred Forty Seven Thousand Dollars and No Cents (\$347,000.00) and

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same in accordance with its terms, the undersigned Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real property situated in Shelby County, Alabama:

See attached Exhibit "A"

Each property listed on the attached Exhibit "A" each of which was auctioned and sold individually.

Mineral and mining rights excepted.

SUBJECT TO: (1) Current taxes; (2) Covenants, restrictions and easements, if any, of record; (3) the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado or similar disasters for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies to said Mortgagee; and if the undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as Mortgagee, additional to the debt hereby specifically secured, shall be covered by this Mortgage, and bear interest from the date of payment by said Mortgagee and be at once due and payable.

Upon condition however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the

interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee or should said indebtedness hereby secured, or any part thereof or the interest thereon remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or nonexistence of the debt or any part thereof or of the lien on which such statement is based, or if any other "Event of Default" (as hereinafter defined) shall occur then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving 21 days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best in front of the Court House door in said County, at public outcry, to the highest bidder for cash and 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 any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale, and Fourth, the remainder if any, to be turned over to the said Mortgagor, and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and the undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

If all or any part of the property or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding the creation of a lien or encumbrance subordinate to this mortgage, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagor and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to the Mortgagee and that the interest payable on assumption secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph, and if the Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by the Mortgagee, Mortgagee may release Mortgagor from all obligations under this mortgage referred to herein. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor's notice of acceleration which notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sum declared due. If Mortgagor fails to pay such sum prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagee, invoke any remedies or rights available to the Mortgagee as contained herein as relates to default of payment of money indebtedness due or any and all other remedies available by law.

In addition to the foregoing, any of the following shall constitute an "Event of Default":

- (a) the failure to timely make timely payment on any indebtedness owed by Mortgagor to Mortgagee in accordance with the terms of such indebtedness;
- (b) any event of default under indebtedness owed by Mortgagor to Mortgagee;
- (c) the insolvency of or filing by Mortgagor of a voluntary or involuntary petition seeking protection under any State or Federal bankruptcy statute;
- (d) the adjudication of Mortgagor as a bankrupt or insolvent;
- (e) a final judgment or judgments for the payment of money in excess of an aggregate of \$10,000.00 shall be rendered against any Mortgagor and the same shall remain undischarged for a period of 90 days during which execution shall not be effectively stayed;
- (f) if the Mortgagor shall fail to pay or discharge, before they become delinquent, all taxes, assessments and governmental charges or levies imposed upon the Mortgagor or its properties or income, except to the extent any such taxes or charges are being contested in good faith by appropriate proceedings, diligently conducted; or
- (g) an event of default under the terms of any other mortgage of the subject property.

The Mortgagor covenants and agrees that the mortgaged property is in compliance, and Mortgagor shall in the future comply and cause the mortgaged property to comply, with all applicable federal, state and local environmental laws, ordinances, and regulations (collectively, the "Environmental Laws"). There are no pending claims or threats of pending claims against Mortgagor or the mortgaged property by private, governmental or administrative authorities relating to environmental impairment, or Environmental Laws. Mortgagor shall not use the mortgaged property in a manner which will result in any non-complying disposal or release of any solid waste, hazardous waste, hazardous substance, or other contaminant (all as defined in the Environmental Laws) (collectively, "Hazardous Materials") in, on or under the mortgaged property, and covenants and agrees to keep, or cause the mortgaged property to be kept, free of any non-complying Hazardous Materials. The Mortgagee from time to time may inspect, test and sample the mortgaged property for compliance with Environmental Laws and may add the cost of same to the principal balance of the indebtedness secured hereby. Mortgagor agrees that Mortgagee, in its sole discretion, may submit a copy of any environmental report or test results to federal and state environmental agencies, or any other governmental agency having regulatory control over the mortgaged property. In response to the presence of any such non-complying Hazardous Materials in, on, or under the mortgaged property at any time, Mortgagor shall immediately take, at Mortgagors' sole expense, all remedial action required by the Environmental Laws or any judgment, consent decree, settlement or compromise with respect to any claims in connection therewith. If Mortgagor fails to take such remedial action, Mortgagee, in its sole discretion, may take such remedial action and add any and all costs in connection therewith to the principal balance of the indebtedness secured hereby. Mortgagor shall immediately notify Mortgagee in writing of: (i) the discovery of any such non-complying Hazardous Materials in, on, or under the mortgaged property; (ii) any knowledge by Mortgagor that the mortgaged property does not comply with any Environmental Laws; (iii) any Hazardous Materials claims or conditions; and (iv) the discovery by Mortgagor of any occurrence or condition on any real property adjoining the mortgaged property that is likely to cause the breach of the Environmental Laws as to the mortgaged property or any part thereof. Mortgagor shall defend, indemnify and hold Mortgagee harmless from and against all claims, demands, causes of action, liabilities, losses, costs and expenses (including,

without limitation costs of suit, reasonable attorney's fees, fees of expert witnesses, engineering fees, and costs of any environmental inspections, inquiries, audits, evaluations, assessments or other expenses) arising from or in connection with (i) the presence in, on or under the mortgaged property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials in, on, under or from the mortgaged property; (ii) any activity carried on or undertaken on or off the mortgaged property, whether prior to, during, or after the term hereof, and whether by Mortgagor or any predecessor in title of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the mortgaged property, in connection with the generation, manufacture, handling, use, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials in any time in, on or under the mortgaged property, or (iii) any breach of any representation, warranty or covenant under the terms of this Mortgage. The foregoing indemnity extends to the contamination of any property or natural resources arising in connection with Hazardous Materials, irrespective of whether activities were or will be undertaken in compliance with Environmental Laws or other applicable laws, regulations, codes and ordinances. Mortgagor shall not place any underground storage tanks or aboveground storage tanks on the mortgaged property without the prior written consent of Mortgagee. Each Mortgagor covenants and agrees to provide Mortgagee with a copy of any and all correspondence, plans, specifications, reports, filings, and other documents relating to the mortgaged property submitted by Mortgagor to any federal or state environmental agency, or any other governmental agency having regulatory control over the mortgaged property, and further covenants and agrees to provide Mortgagee with notice and a copy of any and all environmental inspections and test results conducted in, on, or under the mortgaged property. Any action taken by Mortgagee pursuant hereto shall be solely for Mortgagee's benefit.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed on this 29th day of July, 2009.

DPC VENTURES, LLC

By: K. Michael Heidelberg
K. Michael Heidelberg, Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for the State of Alabama and County of Jefferson, do hereby certify that K. Michael Heidelberg, as Manager of DPC Ventures, LLC, a Mississippi limited liability company, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he as such Manager with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal of office on this 29th day of July, 2009.

K. Michael Heidelberg
Notary Public

My Commission Expires: 12/01/2012

EXHIBIT A

Lot 47, according to the Survey of Cameron Woods, 3rd Addition, as recorded in Map Book 33, Page 30, in the Probate Office of Shelby County, Alabama.

AND

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 22 and the SW 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 3 west, Shelby County, Alabama, more particularly described as follows:

Commence for the point of beginning at the south west corner of lot 15 Dearing Downs 2nd Addition as recorded in Map Book 9, page 33, said point being on the North right of way of Town House Road; run thence North 24 degrees 10 minutes 35 seconds West for 143.25 feet; run thence North 53 degrees 28 minutes 50 seconds East for 234.63 feet to the centerline of a 100 foot Alabama Power Company easement; run thence North 23 degrees 21 minutes 00 seconds West along said centerline for 1076.82 feet; run thence North 88 degrees 54 seconds 8 minutes West for 15.47 feet; run thence North 00 degrees 07 minutes 33 seconds East for 206.56 feet to the south east corner of Dearing Downs 8th Addition as recorded in Map Book 9, page 33; run thence North 89 degrees 52 minutes 28 seconds West along the south line of said 8th Addition for 475.59 feet to the East right of way of Shelby County Highway 95; run thence South 21 degrees 02 minutes 36 seconds East along said right of way for 520.50 feet; run thence South 32 degrees 21 minutes 12 seconds East along said right of way for 50.99 feet; run thence South 21 degrees 02 minutes 36 seconds East along said right of way for 378.20 feet; run thence South 68 degrees 57 minutes 24 seconds west along said right of way for 10.00 feet; run thence in a Southeasterly direction along said right of way and a curve to the right having a radius of 2904.79 feet for an arc distance of 271.80 feet; run thence South 26 degrees 44 minutes 20 seconds East along said right of way for 49.99 feet; run thence in a southeasterly direction along said right of way and a curve to right having a radius of 2914.79 feet for an arc distance of 50.00 feet; run thence South 02 degrees 12 minutes 45 seconds East along said right of way for 52.33 feet; run thence in a Southeasterly direction along said right of way and a curve to the right having a radius of 2904.79 feet for an arc distance of 508.01 feet to a point on the North right of way of the above mentioned Townhouse Road; run thence in a Northeasterly direction along said Townhouse Road and a curve to the left having a radius of 25.00 feet for an arc distance of 38.78 feet; run thence North 88 degrees 24 minutes 51 seconds East along said right of way of Townhouse Road for 34.85 feet; run thence in a Northeasterly direction along said right of way and a curve to the left having a radius of 161.66 feet for an arc distance of 159.02 feet; run thence North 32 degrees 03 minutes 19 seconds East along said right of way for 62.77 feet; run thence in a Northeasterly direction along said right of way and a curve to the right having a radius of 151.28 feet for an arc distance of 113.08 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED 10 PARCELS OF LAND:

Less and Except No. 1

A parcel of land located in Section 22, 23, 26 and 27, Township 20 South, Range 3 West, more particularly described as follows: Begin at the SW corner of Lot 15, Block 4 Dearing Downs Second Addition, as recorded in Map Book 9, page 33 in the Office of the Judge of Probate of Shelby County, Alabama; thence in a



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northwesterly direction along the Westerly line of said Lot 15, a distance of 239.84 feet to a point on a curve, having a radius of 116.68 feet thence 133 deg. 24 min. 48 sec. left to tangent of said curve, in a southwesterly direction along said curve to the right, a distance of 63.35 feet to end of said curve; thence in a southwesterly direction along a line tangent to said curve a distance of 16.06 feet to the beginning of a curve to the right, having a radius of 332.13 feet; thence in a southwesterly direction along said curve, a distance of 163.65 feet to end of said curve; thence 90 deg. left, in a southeasterly direction a distance of 11.00 feet; thence 90 deg. right, in a southwesterly direction a distance of 15.44 feet to the beginning of a curve to the left, having a radius of 25.00 feet; thence in a southwesterly direction along said curve, a distance of 38.83 feet to end of said curve; said point also being on the Easterly right of way line of Shelby County Highway No. 95, said point also being on a curve, having a radius of 2845.83 feet; thence in a southeasterly direction along said curve to the right, and along said right of way line a distance of 231.61 feet to end of said curve, said point also being the beginning of a curve to the left, having a radius of 25.00 feet; thence in a southeasterly direction and along said curve to the left, a distance of 38.84 feet to end of said curve, said point also being of the Northerly right of way line of Townhouse Road; thence in a easterly direction along a line tangent to said curve and along said right of way line a distance of 33.64 feet to the beginning of a curve to the left, having a radius of 161.66 feet, thence in a northeasterly direction along said curve to the left and along said right of way line a distance of 159.02 feet to end of said curve; thence continue in a northeasterly direction along a line tangent to said curve and along said right of way line a distance of 64.77 feet to the beginning of a curve to the right, having a radius of 151.28 feet; thence in a northeasterly direction along said curve to the right and along said right of way line, a distance of 113.09 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 2

Commence at the SW corner of Lot 1, Dearing Downs 8th Addition as recorded in Map Book 10, page 42 in the Office of the Judge of Probate, Shelby County, Alabama; said point lying on the Easterly R.O.W. line of Shelby County Highway No. 95 (80' R.O.W.), in a southerly direction along the easterly R.O.W. line of Shelby County Highway No. 95 a distance of 330.91 feet to the point of beginning; thence continue along last described course a distance of 25.96 feet; thence 10 deg. 48 min. 53 sec. left along said R.O.W. a distance of 51.18 feet; thence 10 deg. 52 min. 43 sec. right along said R.O.W. line a distance of 27.77 feet; thence leaving said R.O.W. line 90 deg. 03 min. 50 sec. left in an easterly direction a distance of 119.54 feet; thence 91 deg. 50 min. 30 sec. left a distance of 140.07 feet; thence 88 deg. 09 min. 30 sec. left in a westerly direction a distance of 84.61 feet; thence 90 deg. left in a southerly direction a distance of 11.00 feet; thence 90 deg. right in a westerly direction a distance of 15.00 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of 90 deg.; thence along the arc of said curve a distance of 39.27 feet to the end of said curve and the point of beginning.

Less and Except No. 3

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the most Westerly corner of Lot 7, Block 4, Dearing Downs, Second Addition as recorded in Map Book 9, page 33 in the Office of the Judge of Probate,

Shelby County, Alabama; thence South 25 deg. 00 min. 00 sec. East along the Westerly boundary line of said Lot 7, a distance of 100.06 feet (100.0 feet map) to the most Southerly corner of said Lot 7; thence continue along last described course a distance of 212.54 feet to a point on the Westerly line of Lot 9, Block 4, of said Dearing Downs; thence South 65 deg. 00 min. 00 sec. West a distance of 222.63 feet to a point on the Westerly right of way line of Village Parkway (28 feet right of way) and the point of beginning; thence South 23 deg. 57 min. 34 sec. East along said Westerly right of way line a distance of 49.75 feet to the beginning of a curve to the right having a radius of 88.68 feet, a central angle of 75 deg. 50 min. 53 sec. and subtended by a chord which bears South 13 deg. 57 min. 53 sec. West a distance of 109.01 feet; thence along the arc of said curve and said right of way line a distance of 117.39 feet to the end of said curve; thence South 51 deg. 53 min. 19 sec. West along the Northerly right of way line of said Village Parkway a distance of 16.06 feet to the beginning of a curve to the right having a radius of 304.13 feet, a central angle of 13 deg. 36 min. 32 sec. and subtended by a chord which bears South 58 deg. 41 min. 35 sec. West a distance of 72.07 feet; thence along arc of said curve and said right of way line, a distance of 72.24 feet; thence leaving said right of way line North 19 deg. 20 min. 55 sec. East a distance of 162.00 feet; thence North 71 deg. 08 min. 42 sec. East a distance of 141.59 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 4

A parcel of land situated in Section 22 and 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of Lot 15, Block 4, Dearing Downs 2nd Addition as recorded in Map Book 9, Page 33 in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of said Lot 15 for a distance of 239.72 feet to a point; thence turn an angle to the left of 43 degrees 14 minutes 47 seconds and run in a Northwesterly direction for a distance of 28.00 feet to a point on a curve to the left having a central angle of 44 degrees 46 minutes 46 seconds and a radius of 88.68 feet; thence turn an angle to the right of 0 degrees 00 minutes 00 seconds to the radius of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 69.31 feet to a point; thence run tangent to last stated curve for a distance of 137.53 feet to a point on a curve to the left having a central angle of 7 degrees 36 minutes 08 seconds and a radius of 738.57 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 98.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Southwesterly direction for a distance of 31.00 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 16.05 feet to the point of beginning; thence continue along last stated course for a distance of 130.62 feet to a point; thence turn an angle to the right of 10 degrees 39 minutes 44 seconds and run in a Northwesterly direction for a distance of 35.90 feet to a point; thence turn an angle to the left of 89 degrees 49 minutes 48 seconds and run in a southwesterly direction for a distance of 137.84 feet to a point on a curve to the right having a central angle of 2 degrees 47 minutes 12 seconds and a radius of 2926.51 feet, said point being on the Northeast right of way of Shelby County Highway No. 95; thence turn an angle to the left of 88 degrees 00 minutes 30 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said right-of-way for a distance of 142.34 feet to a point; thence turn an angle to the left of 6 degrees 28 minutes 42



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seconds from the chord of last stated curve and run in a Southeasterly direction along said right-of-way for a distance of 22.50 feet to a point; thence turn an angle to the left of 85 degrees 40 minutes 34 seconds and run in a Northeasterly direction leaving said right-of-way for a distance of 165.68 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 5

A parcel of land located in Section 22, Township 20 South, Range 3 West, more particularly described as follows: Commence at the most southerly corner of Lot 10, Block 4, of Dearing Downs Second Addition as recorded in Map Book 9, page 33 in the Office of the Judge of Probate of Shelby County, Alabama; thence in a Northwesterly direction along the Southwesterly line of said Block 4, a distance of 1076.88 feet; thence 65 degrees 41 minutes 27 seconds left, in a Westerly direction a distance of 15.47 feet; thence 89 degrees 01 minutes 51 seconds right, in a Northerly direction a distance of 100.08 feet to the point of beginning; thence continue along last described course a distance of 106.48 feet; thence 89 degrees 52 minutes 26 seconds left, in a Westerly direction a distance of 407.97 feet to a point on the Southwesterly line of a 30 foot wide Plantation Pipeline Easement; thence 126 degrees 44 minutes 10 seconds left, in a Southwesterly direction along said easement, a distance of 184.80 feet; thence 13 degrees 39 minutes 38 seconds right, in a Southeasterly direction along said easement, a distance of 64.28 feet; thence 91 degrees 50 minutes 30 seconds left, in a Northeasterly direction a distance of 17.51 feet to the beginning of a curve to the left, having a radius of 25 feet; thence in a Northeasterly direction along said curve a distance of 40.26 feet to end of said curve; thence 90 degrees right from tangent to said curve, in a Northeasterly direction a distance of 28.00 feet; thence 90 degrees right, in a Southeasterly direction a distance of 40.58 feet; thence 90 degrees left, in a Northeasterly direction a distance of 218.56 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 6

A parcel of land located In the SE 1/4 of Section 22 and the SW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the most Southerly corner of Lot 2, Dearing Downs, 2nd Addition as recorded in Map Book 9, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 25 deg. 00 min. 00 sec. West along the West line of said Lot 2 a distance of 54.81 feet to the point of beginning; thence continue along last described course a distance of 103.22 feet; thence South 88 deg. 41 min. 03 sec. West a distance of 15.51 feet (meas) 16.46 feet (map); thence South 72 deg. 25 min. 44 sec. West a distance of 86.34 feet (meas) 86.54 feet (map); thence South 66 deg. 40 min. 44 sec. West a distance of 93.00 feet to the Northeasterly right of way line of Village Parkway (28 foot ROW) as shown on boundary map prepared by Reynolds and Rawson, Inc. dated 01/09/90; thence South 24 deg. 53 min. 52 sec. East and along said ROW line a distance of 123.00 feet; thence leaving said ROW line North 65 deg. 06 min. 08 sec. East a distance of 193.01 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 7

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Lot 10, Block 4, Dearing Downs 2nd Sector as recorded in Map Book 9, on page 33, in the Office of the Judge of Probate, Shelby County, Alabama, and run in a Northwesterly direction along the Southwest line of Lots 10 through 6 in said Dearing Downs 2nd Sector for a distance of 545.16 feet to a point; thence turn an angle to the left of 85 deg. 29 min. 14 sec. and run in a Southwesterly direction for a distance of 258.77 feet to the point of beginning; thence continue along last stated course for a distance of 108.34 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 15.42 feet to a point on a curve to the right having a central angle of 89 deg. 01 min. 46 sec. and a radius of 25.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.85 feet to a point on a reverse curve to the left having a central angle of 1 deg. 15 min. 46 sec. and a radius of 2926.51 feet, said point being on the Northeast right-of-way line of Shelby County Highway No. 95; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 64.50 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. from the tangent of last stated curve and run in a Northeasterly direction along said right-of-way line for a distance of 10.00 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Northwesterly direction along said right-of-way line for a distance of 31.90 feet to a point; thence turn an angle to the right of 92 deg. 14 min. 00 sec. and run in a Northeasterly direction leaving said right-of-way line for a distance of 165.90 feet to a point on the Southwesterly right-of-way line of Village Parkway, said point being on a curve to the right having a central angle of 0 deg. 24 min. 55 sec. and a radius of 1379.84 feet; thence turn an angle to the right of 89 deg. 19 min. 37 sec. to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said Southwest right-of-way line for a distance of 10.00 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Southwest right-of-way line for a distance of 97.11 feet to a point on a curve to the right having a central angle of 90 deg. 27 min. 55 sec. and a radius of 25.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 39.47 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 8

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follow: Commence at the Southwest corner of Lot #10, Block #4, Dearing Downs 2nd Sector as recorded, in Map Book 9, on page 33, in the Office of the Judge of Probate, Shelby County, Alabama and run in a Northwesterly direction along the Southwest line of Lots 10 through 6 in said Dearing Downs 2nd Sector for a distance of 545.18 feet to a point; thence turn an angle to the left 85 degrees 29 minutes 14 seconds and run in a Southwesterly direction for a distance of 367.11 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 15.42 feet to a point on a curve to the right having a central angle of 89 degrees 01 minutes 46 seconds and a radius of 25.0 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.85 feet to a point on a reverse curve to the left having

a central angle of 0 degrees 37 minutes 53 seconds and a radius of 2928.51 feet said point being on the Northeast right of way line of Shelby County Highway No. 95; thence run in a Northwesterly direction along the arc of said curve and also along said' Northeast right of way line for a distance of 64.50 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Northeasterly direction along said right of way line for a distance of 10.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction along said right of way line for a distance of 31.90 feet to the point of beginning; thence turn right 92 degrees 14 minutes 00 seconds deed (measures) 92 degrees 24 minutes 35 seconds and run in a Northeasterly direction leaving said right of way line for a deed distance of 165.90 feet (measured 166.27 feet) to a point on the Southwesterly right of way line of Village Parkway, said point being on a curve to the left having a central angle of 3 degrees 41 minutes 52 seconds and a radius of 1393.84 feet, an arc length of 89.96 feet on a chord turn left 92 degrees 38 minutes 56 seconds and follow along the Southwesterly right of way line of said Village Parkway on a chord distance of 89.94 feet to a point on the Southwesterly right of way of said Parkway; thence turn left 1 degree 50 minutes 56 seconds from tangent; thence run Northwesterly along said right of way for a distance of 235.58 feet to a point on the Southwesterly right of way line of said Village Parkway; thence turn left and leaving said right of way line 87 degrees 31 minutes 59 seconds and run Southwesterly for a distance of 157.17 feet to the. Northeasterly right of way line of Shelby County Highway # 95; thence turn left 90 degrees 22 minutes 44 seconds and run in a Southeasterly along the Northeasterly right of way line of said County Highway # 95 a distance of 319.41 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 9

A parcel of land situated in Sections 22 and 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of Lot 15, Block 4, Dearing Downs 2nd Addition as recorded in Map Book 9, page 33, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of said Lot 15 for a distance of 239.72 feet to a point on a curve to the right having a central angle of 31 degrees 04 minutes 07 seconds and a radius of 116.68 feet; thence turn an angle to the left of 43 deg. 14 minutes 47 seconds to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 63.27 feet to a point; thence run tangent to last stated curve for a distance of 16.06 feet to a point of a curve to the right having a central angle of 28 degrees 13 minutes 52 seconds and a radius of 332.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 163.65 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Northwesterly direction for a distance of 28.00 feet to the point of beginning; thence continue along last stated course for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 15.44 feet to a point on a curve to the right having a central angle of 89 degrees 00 minutes 08 seconds and a radius of 25.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.83 feet to a point on the Northeast right-of-way of Shelby County Highway No. 95, said point being on a reverse curve to the left having a central angle of 2 degrees 23 minutes



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56 seconds and a radius, of 2845.83 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right-of-way for a distance of 119.15 feet to a point; thence turn an angle to the right of 83 degrees 13 minutes 22 seconds from the chord of last stated curve and run in a Northeasterly direction for a distance of 96,31 feet to a point; thence turn an angle to the right of 89 degrees 30 minutes 22 seconds and run in a Southeasterly direction for a distance of 162,00 feet to a point on a curve to the right having a central angle of 14 degrees 37 minutes 20 seconds and a radius of 304.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 77.62 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and except No. 10

A parcel of land located in Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the most southerly corner of Lot 10, Block 4 of Dearing Downs, Second Addition, as recorded in Map Book 9, Page 33, in the Office of the Judge of Probate in Shelby County, Alabama; thence in a northwesterly direction along the southwesterly line of said Block 4, a distance of 1,076.88 feet; thence 65 deg. 41 min. 27 sec. left in a westerly direction a distance of 15.47 feet to the Point of Beginning; thence 89 deg. 01 min. 51 sec. right in a northerly direction a distance of 100.08 feet; thence 113 deg. 23 min. 05 sec. left in a southwesterly direction a distance of 218.58 feet; thence 90 deg. left in a southeasterly direction a distance of 78.30 feet; thence 88 deg. 24 min. left in a northeasterly direction a distance of 93.01 feet; thence 5 deg. 06 min. 58 sec. right in a northeasterly direction a distance of 86.54 feet to the Point of Beginning; being situated in Shelby County, Alabama