

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

COUNTY OF SHELBY )



20090901000985790 1/24  
Bk: LR200908 Pg:28375  
Jefferson County, Alabama  
I certify this instrument filed on  
09/01/2009 11:38:07 AM XFRL  
Judge of Probate- Alan L. King

## AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

**THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES** (this "Assignment"), dated as of the 26<sup>th</sup> day of August, 2009, is by **JACK W. KIDD**, a married man (hereinafter sometimes referred to for convenience as the "Borrower"), **EASTWOOD MINI STORAGE COMPANY**, an Alabama general partnership (hereinafter referred to for convenience as "Eastwood"), **FDK, L.L.C.**, an Alabama limited liability company (hereinafter sometimes referred to for convenience as "FDK"), **FAYE D. KIDD**, a married woman (hereinafter sometimes referred to for convenience as "Mrs. Kidd"), and **JACK RABBIT, LLC**, an Alabama limited liability company (hereinafter called "Guarantor" and together with Borrower, the "Borrowing Parties" and together with Borrower, Eastwood, FDK, and Mrs. Kidd, hereinafter collectively referred to as "Mortgagors" and individually as "Mortgagor"), in favor of **FIRST COMMERCIAL BANK**, a banking corporation (hereinafter called the "Lender" or "Mortgagee").

### I. RECITALS

This Assignment is made as additional security for payment of all sums, now or any time hereafter due and secured by that certain Amended and Restated Mortgage and Security Agreement by Mortgagors to Lender, dated of even date herewith (as the same may be amended from time to time, the "Mortgage"), together with any future advances made thereunder to the extent permitted by applicable law, and the performance and discharge of each obligation, covenant and agreement of Mortgagors contained herein or contained in the Mortgage, in the "Credit Agreement" referred to in the Mortgage, in the documents evidencing the New Loan (as defined in the Mortgage), or in the "Credit Documents" as defined in the Credit Agreement (such documents, together with any other instruments now or hereafter evidencing, securing or otherwise relating to the Obligations as defined in the Credit Agreement or the Secured Indebtedness (as defined in the Mortgage), as the same may be amended from time to time are collectively referred to as the "Loan Documents"). The Obligations (as defined in the Credit Agreement) and the Secured Indebtedness are secured by the real property more particularly described on Exhibit "A" attached hereto and the improvements located thereat and the other Mortgaged Property as defined in the Mortgage (collectively, the "Property"). The Obligations and the Secured Indebtedness are also secured by this Assignment of Rents and Leases on the Property.

### II. GRANTING CLAUSE

**FOR VALUE RECEIVED**, In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of all obligations of the Mortgagors under all of the Loan Documents, and any and all renewals, extensions, modifications, and replacements of any Loan Documents, Mortgagors hereby assign to Lender (to the fullest extent assignable), Mortgagors' right, title and interest (if any) in:





(a) Any and all lease agreements entered into between any of the Mortgagors, as lessor, and any other person or entity, as lessee, together with any other oral and written leases and other agreements for the use or occupancy made or agreed to by, any person or entity and any and all amendments, extensions, renewals, modifications and replacements thereof whether such leases or other agreements have been heretofore or are hereafter made or agreed to relating to any of the property described in Exhibit A (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases") and any and all guaranties of any of the Leases (the "Guaranties");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(c) Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(d) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Mortgagors under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Mortgagors are or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted; and

and Mortgagors authorize Lender:

(vii) to manage the Property and let and relet the Property, or any part thereof according to Lender's own discretion;



(viii) to prosecute or defend any suits in connection with the Property in the name of any or all of Lender or Mortgagors as it may consider desirable;

(ix) to enforce or take any other action in connection with the Leases in the name of any or all of Lender or Mortgagors;

(x) to make such repairs to the Property as Lender may deem reasonably advisable; and

(xi) to do anything in or about the Property that Lender may deem reasonably advisable or that the Mortgagors have the right or power to do.

**TO HAVE AND TO HOLD** unto Lender, its successors and assigns, forever, subject to and upon the terms set forth herein.

Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Mortgagors shall have the right and license to collect and use all rentals due under the Leases, and subject to the covenants and restrictions on Mortgagors contained in Section III and the other paragraphs of this instrument, to exercise the rights and privileges herein, provided that such license shall be revoked during the pendency of an Event of Default (as herein defined).

### **III. COVENANTS**

3.1 **No Other Assignment.** Mortgagors warrant, represent, and covenant that they are the sole owners of the entire lessor's interest in the Leases and have full right to assign the Leases and the rents due or to become due thereunder, that there has been no previous and, without Lender's prior written consent as to form and substance, Mortgagors will permit no future assignment (as collateral or otherwise) of the Mortgagors' right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Lender, that, to the best of Mortgagors' knowledge, the lessees are not in default under the Leases and to the best of Mortgagors' knowledge as of the date hereof, have no defenses, setoffs, or counterclaims against the lessor under the Leases, that no rent reserved in the Leases has been assigned or anticipated, and that no rent for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the time when the said rent becomes or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Lender by Mortgagors.

3.2 **Management.** At all times until this Assignment is released, or until the assignment granted hereby is exercised by Lender, and at all times thereafter during which Lender is not in actual or constructive possession of the Property, Mortgagors shall use all reasonable effort to cause the Property to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Mortgagors shall not, within the exercise of all reasonable effort, permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected for each current month in advance. Except as otherwise permitted in the Loan Documents, Mortgagors shall not terminate



or alter, modify, amend, or change in any material manner any of the terms of any of the Leases or the Guaranties, or give any consent, concession, or waiver under any of the Leases, or exercise any option available to the lessor under the Leases in the event of casualty damage or condemnation affecting the Property, or accept the surrender thereof or consent to any assignment or subletting under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein so as to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Lender. Mortgagors shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases or any security deed, mortgage, or other encumbrance, or permit (within the exercise of all reasonable effort), consent, or agree to such subordination without the prior written consent of the Lender. Subject to Mortgagor's sound business judgment exercised in good faith, Mortgagors shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee as soon as reasonably necessary to protect such lessor's interest or immediately upon written request from Lender, and in the event Lender reasonably requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Mortgagors shall, but only at the discretion of Lender, give any consent of lessor under any of the Leases, or exercise any option available to lessor under any of the Leases in the event of casualty or condemnation affecting the Property. Mortgagors shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lender from time to time shall require.

3.3 **Execution of Leases.** Mortgagors shall be permitted to execute leases so long as the leases are at arms length and are at market rates.

3.4 **Notice of Lessor's Default.** Mortgagors shall cause notice to be given to Lender of any notice of default to the lessor under any of the Leases, which default is of a nature which would permit such lessee to terminate such lessee's lease, promptly upon the receipt of notice of such default, but in all events in sufficient time to afford to Lender an opportunity to cure any such default prior to the lessee under the subject lease having any right to terminate the lease by reason of such default.

3.5 **Lender to be Creditor of Lessee.** To the extent permitted by law, Lender shall be deemed to be the creditor of each lessee in the Leases with respect to any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Mortgagors hereby assign to Lender any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Lender to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Lender as such creditor in payment of the principal and interest installments secured by or to be paid under the Indebtedness next falling due. To the extent permitted by law, Mortgagors hereby appoint Lender as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.



#### IV. DEFAULTS AND REMEDIES

4.1 **Defaults.** The occurrence of an Event of Default under the Mortgage or any of the other Loan Documents shall constitute an Event of Default hereunder.

4.2 **Exercise of This Assignment of Leases and Rents.**

(a) Lender may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property, or both, and otherwise exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such Event of Default.

(b) In the event Lender elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Mortgagors such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness secured by the Mortgage is paid in full, it being the intent of the parties that Lender, from time to time upon the occurrence of any Event of Default under this Assignment, which such Event of Default is continuing shall have all the rights granted hereby.

4.3 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Mortgage and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagors or the Property, or either of them, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

4.4 **Application of Rents.** Lender shall have the power to apply the Rents and Damages, in such order as lender may reasonably determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Loan Documents, including without limitation the payment of all advances and reasonable expenses incurred by Lender under the Mortgage and all reasonable expenses for the care and management of the Property, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents, and servants, which expenses Lender may reasonably deem to be necessary to exercise the powers granted to the Lender hereunder. The receipt by Lender of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Mortgage or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 **Limitation of Lender's Obligations.** Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Lender shall not be liable for uncollected rents or for any claim for damages or set-offs arising out of Lender's management of the Property other than for damages arising from Lender's gross negligence or willful misconduct. Lender shall not be liable to any lessee under the Leases for the return of any security deposit made under any lease of any portion of the



Property unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Lender a mortgagee in possession of the Property or any part thereof.

4.6 **Reimbursement.** Mortgagors shall reimburse, indemnify, and hold harmless Lender for and from any and all reasonable expenses, losses, damages, and liabilities which Lender may incur by reason of this Assignment, or incurred in exercising any of the rights granted in this Assignment. Any and all amounts due to Lender under this Section 4.6 shall be immediately due and payable following written notice to Mortgagors, and secured by this Assignment and the other Loan Documents.

4.7 **Authorization to Lessees.** Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Lender is rightfully entitled to such rent.

## V. MISCELLANEOUS

5.1 **Modification of Terms.** If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, or if the Letter of Credit is renewed, modified, or replaced, or if any security for the Letter of Credit is released, Mortgagors and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions, renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Mortgagors and Lender and all persons or entities (including owners and lessees) which may hereafter obtain any interest in the Property.

5.3 **Notices.** Whenever notice may appropriately be given under this Assignment, such notice shall be given in accordance with the provisions for notices as set forth in the Mortgage.

5.4 **Severability.** If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by Law.

5.5 **Termination.** The recording of a satisfaction of the Mortgage by Lender shall terminate this Assignment.



5.6 **Governing Law.** THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA. THE LENDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED IN THE STATE OF ALABAMA, AND THE MORTGAGORS AGREE THAT THIS ASSIGNMENT SHALL BE DELIVERED TO AND HELD BY LENDER AT SUCH PRINCIPAL PLACE OF BUSINESS, AND THE HOLDING OF THIS ASSIGNMENT BY LENDER THEREAT SHALL CONSTITUTE SUFFICIENT MINIMUM CONTACTS OF MORTGAGORS WITH THE STATE OF ALABAMA FOR THE PURPOSE OF CONFERRING JURISDICTION UPON THE FEDERAL AND STATE COURTS PRESIDING IN SUCH STATE. MORTGAGORS CONSENT THAT ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE CIRCUIT COURT OF JEFFERSON OR SHELBY COUNTY, ALABAMA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY ACTION OR PROCEEDING INVOLVING THIS ASSIGNMENT. NOTHING HEREIN SHALL LIMIT THE JURISDICTION OF ANY OTHER COURT.

5.7 **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGORS WAIVE 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 RELATED TO THIS ASSIGNMENT OR THE LOAN DOCUMENTS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR MORTGAGORS WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. MORTGAGORS AGREE THAT LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF MORTGAGORS IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO ISSUE THE LETTER OF CREDIT, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MORTGAGORS AND LENDER SHALL INSTEAD BY TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.8 **Amended and Restated Assignment of Rents and Leases.** This Assignment constitutes an amendment to and a complete restatement in its entirety of that certain Assignment of Rents and Leases dated as of April 24, 2003 and recorded in Instrument No. 200306/3020 in the office of the Judge of Probate of Jefferson County, Alabama, and in Instrument No. 20030425000253600 in the office of the Judge of Probate of Shelby County, Alabama given by Mortgagor to Lender, as amended (the "Original Assignment"), and is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction of the Original Assignment



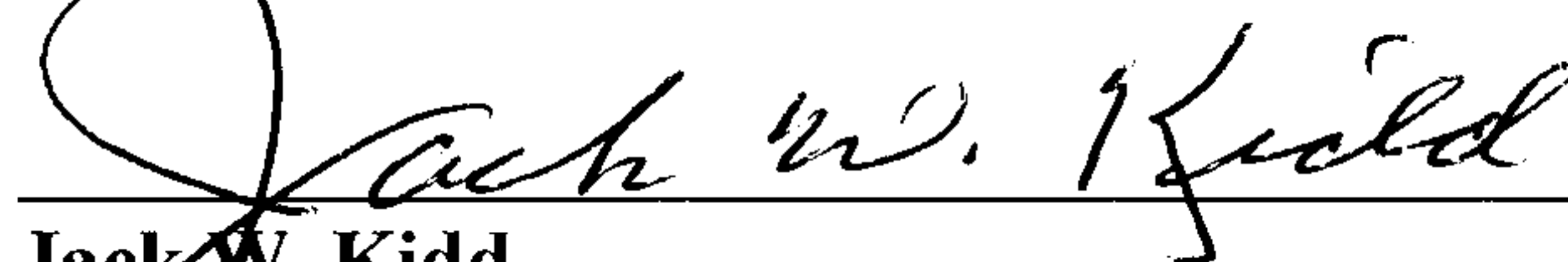
or any other obligation of Mortgagors owing to Lender at any time, but shall be only an amendment and restatement of existing obligations of Mortgagor to Lender.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

**"BORROWER:"**

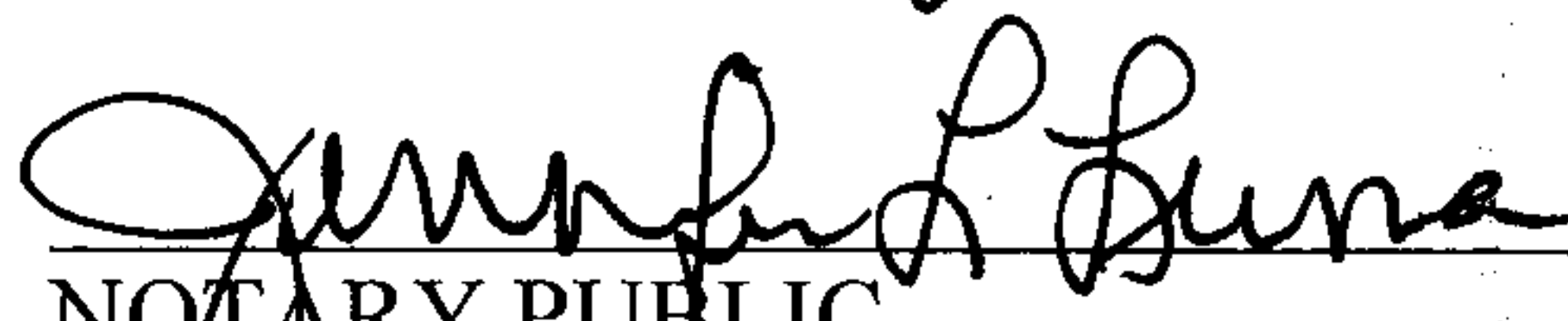
  
\_\_\_\_\_  
Jack W. Kidd

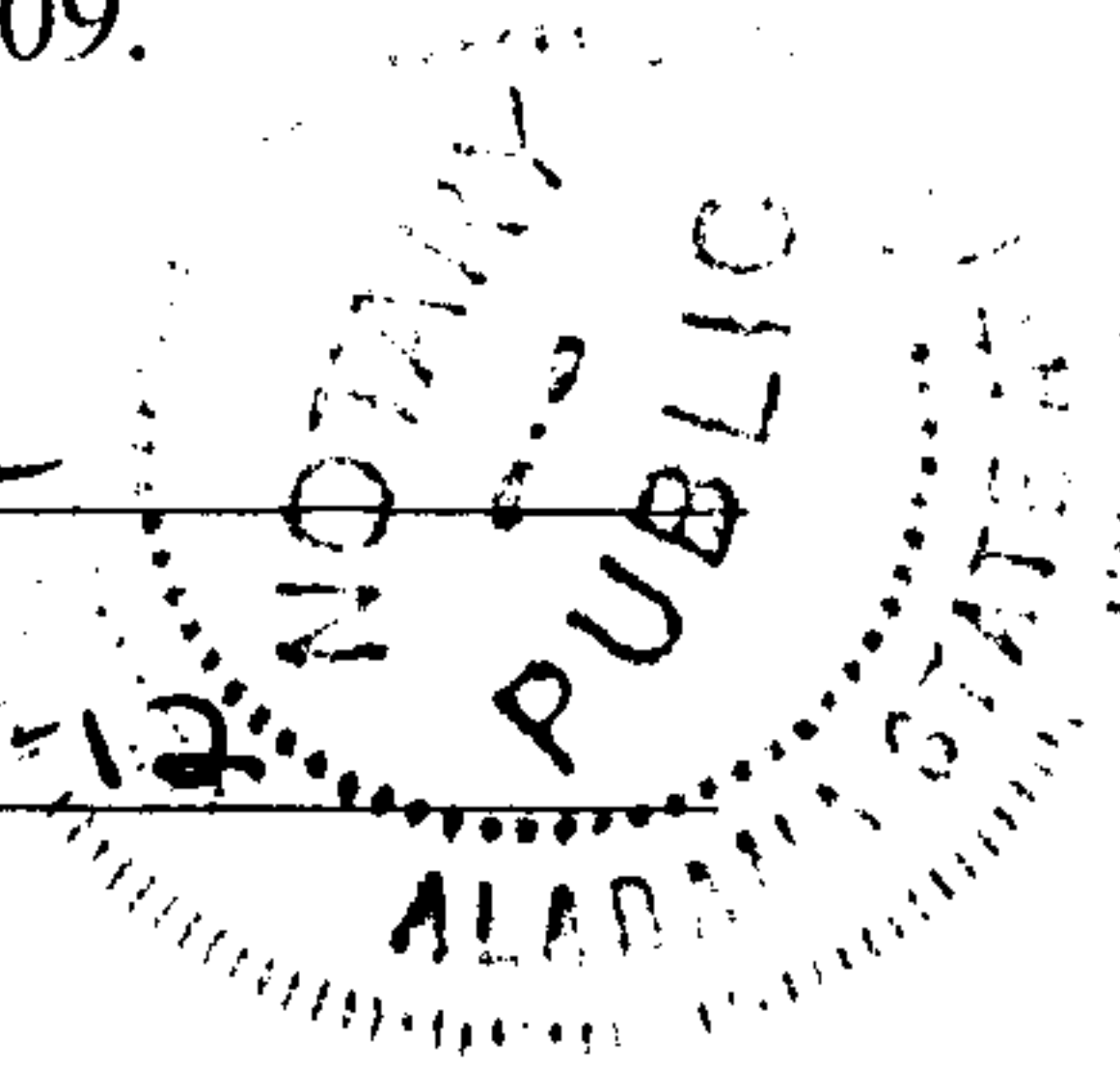
STATE OF ALABAMA            )

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 20<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 10-2-12





**"EASTWOOD"**

**EASTWOOD MINI STORAGE  
COMPANY,** an Alabama general  
partnership

By: *Jack W. Kidd*  
Name: **Jack W. Kidd**  
Title: **general partner**

By: *Faye D. Kidd*  
Name: **Faye D. Kidd**  
Title: **general partner**

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 as a general partner of Eastwood Mini Storage Company, an Alabama general partnership, 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, as such partner and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal this the 26<sup>th</sup> day of August, 2009.

*Jennifer L. Luna*  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

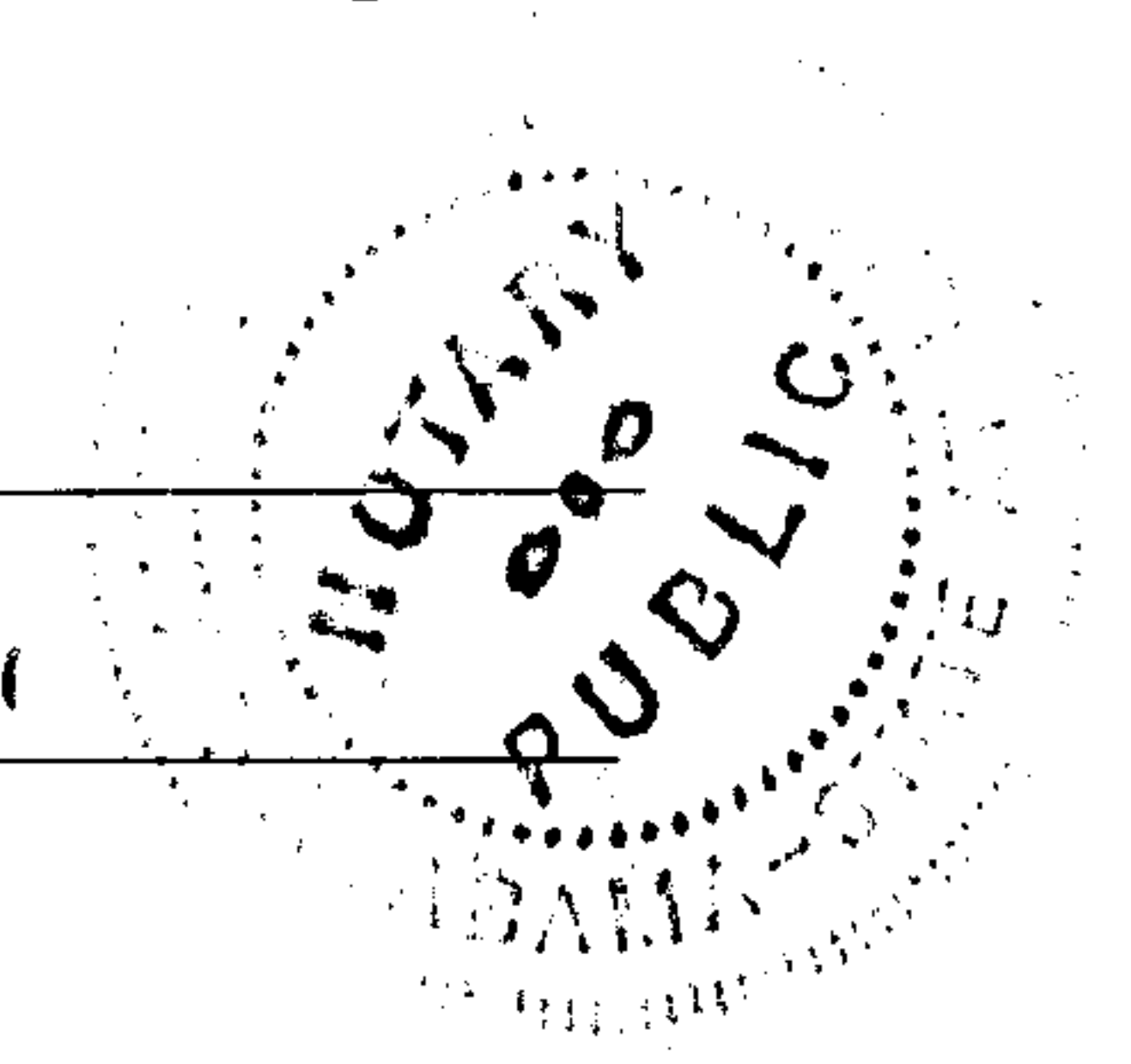
MY COMMISSION EXPIRES **OCTOBER 2, 2012**

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Faye D. Kidd, whose name as a general partner of Eastwood Mini Storage Company, an Alabama general partnership, 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, as such partner and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal this the 29 day of Aug, 2009.

*My Seal*  
NOTARY PUBLIC  
My Commission Expires: 9.2011





**“GUARANTOR”:**

**JACK RABBIT, LLC**, an Alabama limited liability company

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

By: *Alan D. Kidd*  
Name: **Alan D. Kidd**  
Title: **Manager**

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 as a member of Jack Rabbit, LLC, an Alabama limited liability company, 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, as such member and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the 20<sup>th</sup> day of August, 2009.

*Jennifer L. Luma*  
NOTARY PUBLIC  
My Commission Expires: 10-2-12

STATE OF ALABAMA           )  
COUNTY OF JEFFERSON    )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Alan D. Kidd, whose name as the manager of Jack Rabbit, LLC, an Alabama limited liability company, 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, as such manager and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the 26<sup>th</sup> day of August, 2009.

*Jennifer L. Luma*  
NOTARY PUBLIC  
My Commission Expires: 10-2-12



**“FDK”**

**FDK, L.L.C.**, an Alabama limited liability company

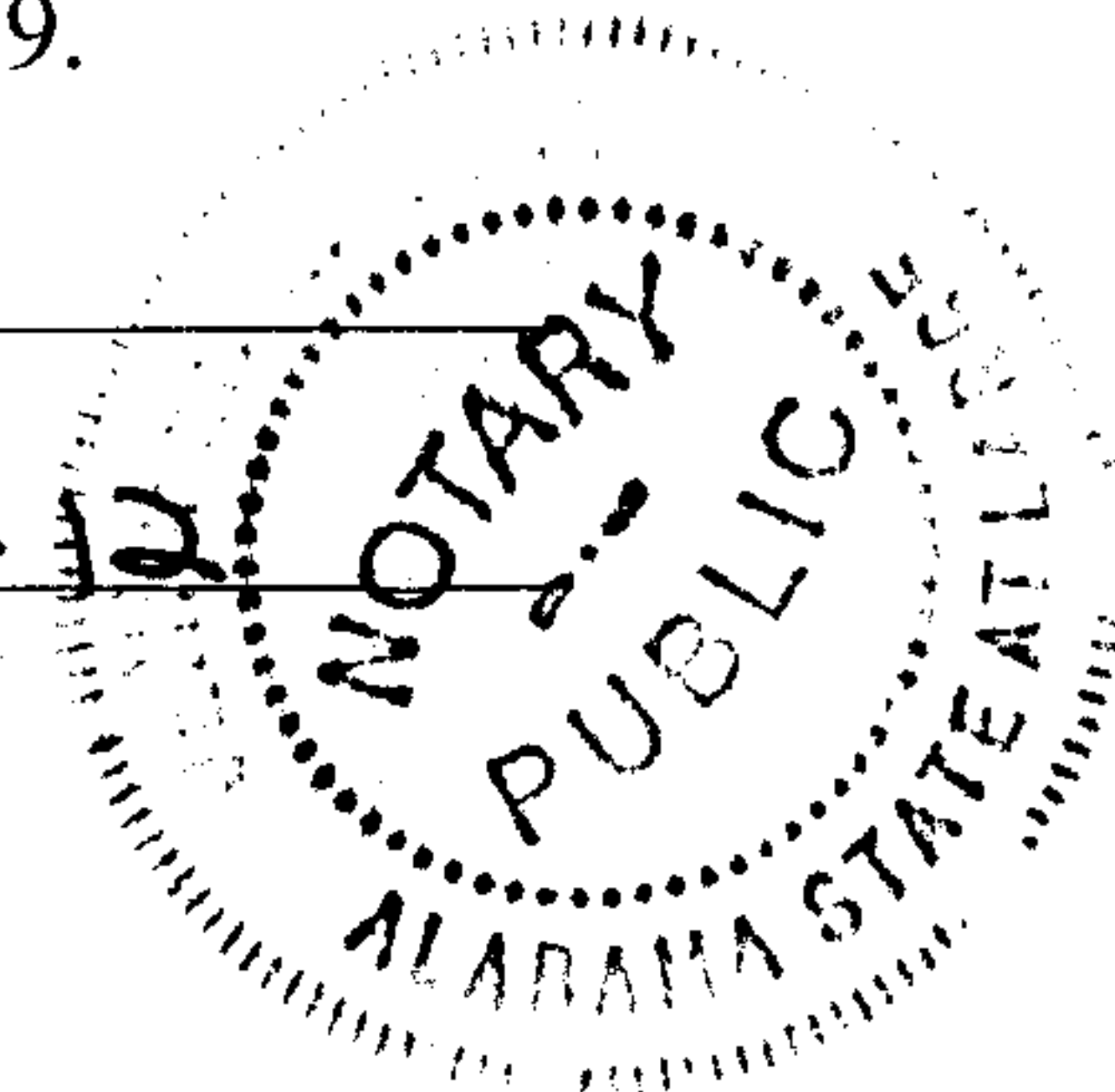
By: *Jack W. Kidd*  
Name: *Jack W. Kidd*  
Title: *member*

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 as *member* of **FDK, L.L.C.**, an Alabama limited liability company, 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, as such *member* and with full authority executed the same voluntarily for and as the act of said company.

Given under my hand and seal this the *20<sup>th</sup>* day of *August*, 2009.

*Jennifer L. Luna*  
NOTARY PUBLIC  
My Commission Expires: *10-2-12*





**"MRS. KIDD":**

Faye D. Kidd  
Faye D. Kidd

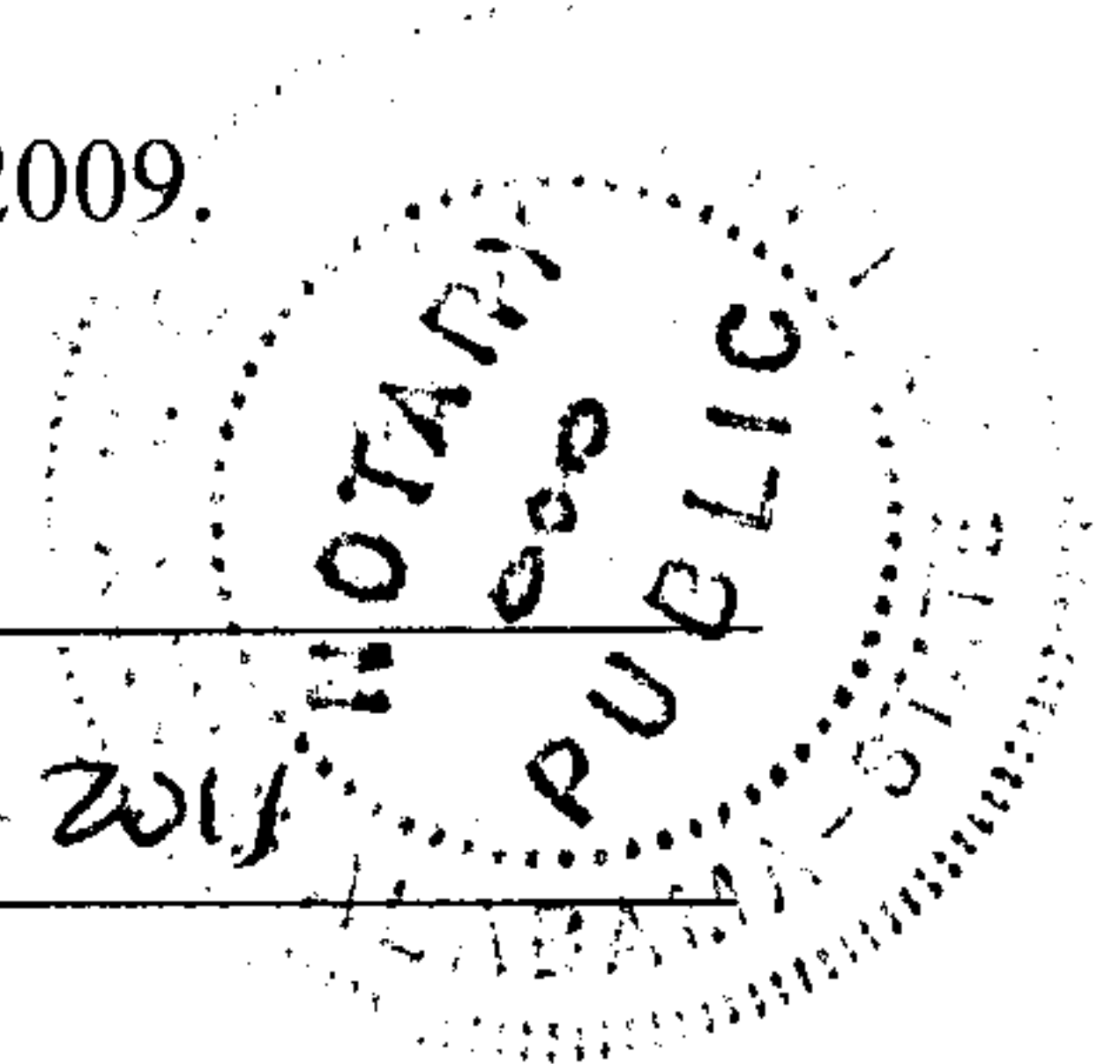
STATE OF ALABAMA )

COUNTY OF JEFFERSON )

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 29 day of Aug, 2009.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 9-2011



This Instrument Prepared By:

James E. Vann, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205  
(205) 930-5484

## EXHIBIT "A"

### PROPERTY DESCRIPTIONS

PARCEL 1: Intentionally deleted

PARCEL 2: (Commons Drive)

Lot 2-D, of a resurvey of Lot 2-C, of a resurvey of Lot 2, Lakeshore Commons, as recorded in Map Book 186, Page 17, in the Probate Office of Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Southeast corner of Lot 2-B, of a resurvey of Lot 2, of Lakeshore Commons, as recorded in Map Book 185, Page 79, in the Office of the Probate Judge of Jefferson County, Alabama; thence run on an assumed bearing North 51 degrees 30 minutes 00 seconds East for 175.16 feet along the Northerly right of way line of Commons Drive; thence 87 degrees 32 minutes 45 seconds left and run on an assumed bearing of North 36 degrees 02 minutes 45 seconds West for 302.51 feet to a point on the Southerly right of way line of Lakeshore Parkway, said point being on a curve to the right, said curve having a radius of 3,969.72 feet and subtending a central angle of 02 degrees 31 minutes 54 seconds and an assumed chord bearing of South 57 degrees 49 minutes 29 seconds West; thence 87 degrees 23 minutes 43 seconds left to become tangent to said curve and run along the arc of said curve for 175.41 feet to the Northeast corner of said aforementioned Lot 2-B; thence from tangent to said curve 95 degrees 08 minutes 11 seconds left and run along the Easterly line of said Lot 2-B on an assumed bearing of South 36 degrees 02 minutes 45 seconds East for 321.85 feet to the point of beginning.

PARCEL 3: (West Park Drive)

Lot 20, according to the Survey of West Park at Oxmoor, as recorded in Map Book 169, Page 25, in the Probate Office of Jefferson County, Alabama.

PARCEL 4: (West Park Drive)

Lot 21, according to Baughan Resurvey at West Park, as recorded in Map Book 187, Page 41, in the Probate Office of Jefferson County, Alabama.

PARCEL 5: (Brookhurst)

Lot B, according to the Map and Survey of Roebuck Crest Addition to Brookhurst, as recorded in Map Book 114, Page 2, in the Probate Office of Jefferson County, Alabama.

PARCEL 6: (Jack Rabbit)

Lot 5A, Block 3, according to a Resurvey of Lots 5 and 6, Block 3, of Rosedale Park, as recorded in Map Book 151, Page 57, in the Probate Office of Jefferson County, Alabama.



PARCEL 7: (Auto Pride Car Wash)

Lot 36A, Block 2, according to the First Amendment to a Resurvey of Lots 36, 37 and 38, Block 2, of Rosedale Park, as recorded in Map Book 156, Page 21, in the Probate Office of Jefferson County, Alabama.

PARCEL 8: (Highway 280 Office/Warehouse)

Commence at the Northwest corner of the Northwest quarter of the Northeast quarter of Section 5, Township 19 South, Range 1 West, thence run North 86 degrees 43 minutes 38 seconds East for a distance of 333.88 feet to the Point of Beginning; 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 275.63 feet; thence run North 67 degrees 10 minutes 15 seconds West for a distance of 104.08 feet; thence run North 12 degrees 30 minutes 00 seconds West for a distance of 57.00 feet; thence run North 30 degrees 17 minutes 51 seconds East for a distance of 239.82 feet to the point of beginning.

Situated in Shelby County, Alabama

ALSO: An easement 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; 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 9: (Linden)

Lot 1, Block D, according to the Survey of Shades Heights, as recorded in Map Book 6, Page 97, in the Probate Office of Jefferson County, Alabama.

PARCEL 10: (Pears)

Lot 15, Block C, according to the Survey of Shades Heights, as recorded in Map Book 6, Page 97, in the Probate Office of Jefferson County, Alabama.

PARCEL 11: (Adams)

Sub-Parcel I:

A parcel of land located in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence in an Easterly direction along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; a distance of 470.20 feet to the point of beginning; thence continue along last described course, a measured distance of 31.33 (31.24 feet deed); thence 42 degrees 06 minutes 46 seconds right, in a Southeasterly direction a distance of 244.75 feet to a point on a curve having a radius of 50 feet last described course being radial to said curve; thence in a Southwesterly direction along the arc of said curve to the left a distance of 23.90 feet; thence 39 degrees 19 minutes 16 seconds right from line tangent to said curve in a Southwesterly direction a distance of 197.05 feet; thence 104 degrees 30 minutes right; in a Northwesterly direction a measured distance of 271.44 (271.40 feet deed); thence 71 degrees 40 minutes 30 seconds right, in a Northeasterly direction a distance of 74.50 feet to the point of beginning.

Sub-Parcel II:

A parcel of land located in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the NW corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section and run thence in an Easterly direction along the Northerly line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section a distance of 501.44 feet to point of beginning; thence continue along last described course a distance of 396.00 feet; thence 89 degrees 19 minutes 08 seconds right in a Southerly direction a distance of 82.27 feet; thence 54 degrees 43 minutes 51 seconds right in a Southwesterly direction a distance of 163.39 feet to a point of a curve having a radius of 50 feet; thence 103 degrees 01 minutes 59 seconds right to tangent to said curve and in a Northwesterly direction along the arc of said curve to the left a distance of 100.33 feet; thence in a Northwesterly direction along a line radial to said curve a distance of 244.75 feet to the point of beginning. Situated in Shelby County, Alabama.



Less and Except the following:

A portion of Sub-Parcel II, described as a parcel of land located in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25 and run South 89 degrees 55 minutes 20 seconds East along the North line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section for a distance of 761.20 feet to the point of beginning; from the point of beginning thus obtained continue along the last described course for a distance of 135.60 feet; thence turn an angle of 89 degrees 17 minutes 37 seconds to the right and run in a Southerly direction for a distance of 82.24 feet; thence turn an angle of 54 degrees 43 minutes 54 seconds to the right and run in a Southwesterly direction for a distance of 163.14 feet; thence turn an angle of 124 degrees 30 minutes 03 seconds to the right and run in a Northerly direction for a distance of 178.13 feet to the point of beginning.

PARCEL 12: (Rainbow Paint Center)

Lot 1, Carnaggio's Survey, as recorded in Map Book 121, Page 23, in the Probate Office of Jefferson County, Alabama.

PARCEL 13: (Rainbow Paint Center)

Lot 2-C, according to a resurvey of Lot 2-A, Meeks 1st Addition to Shady Springs and part of Lot D-1, being a part of a resurvey of Lot D, Meeks 1st Addition to Shady Springs, as recorded in Map Book 123, Page 59, in the Probate Office of Jefferson County, Alabama.

PARCEL 14: (Rainbow Paint Center)

A parcel of land being part of Lot 3, according to the Survey of Meeks 1st Addition to Shady Springs as recorded in Map Book 15, Page 31, and being bounded on the Southeasterly side by the Northwesterly line of Lot 1, Carnaggio's Survey Map Book 121, Page 23; on the Southwesterly side by the Northeasterly line of Lot 2C, a Resurvey of Lot 2-A Meeks 1st Addition to Shady Springs and part of Lot D-1, being a part of a Resurvey of Lot D, Meeks 1st Addition to Shady Springs as recorded in Map Book 123, Page 59, and by one of the Northeasterly lines of the Cabana Condominium Survey, Map Book 103, Page 55A, on Northwesterly side by one of the Southeasterly lines of the same Cabana Condominium Survey, and on the Northeasterly side by one of the Southwesterly sides of the same Cabana Condominium Survey, and by the Southwesterly boundary of Lot 3A according to a Resurvey of part of Lots 3 & 4, Meeks 1st Addition to Shady Springs, as recorded in Map Book 76, Page 64, and on the Southeasterly side by the Northwesterly right of way of U. S. Highway No. 31.

PARCEL 15: (Vacant Homewood Land and Xpress Lube)

All of Lots 32, 33, 34 and 35, in Block 2, according to the Survey of Rosedale park, as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in Map Book 3, Page 26, less



and except any portion lying in road right of way and being more particularly described as follows:

Beginning at the NW corner of said Lot 35, run in an Easterly direction along the North line of said Lot 35, for a measured distance of 150.03 feet to an existing iron pin being the Northeast corner of said Lot 35 and being on the West right of way of 18<sup>th</sup> Place South; thence turn an angle to the right of 89 degrees 47 minutes and run in a Southerly direction along the East line of said Lot 35 for a distance of 50.0 feet to an existing iron rebar being on the North right of way line of 29<sup>th</sup> Avenue, South; thence turn an angle to the right of 90 degrees 13 minutes and run in a Westerly direction along the North right of way line of 29<sup>th</sup> Avenue, South, for a distance of 222.43 feet to an existing iron pin being on the East right of way line of 18<sup>th</sup> Street; thence turn an angle to the right of 90 degrees 09 minutes 14 seconds and run in a Northerly direction along the East right of way line of 18 the Street for a distance of 102.26 feet, more or less, to an existing concrete right of way monument; thence turn an angle to the right of 43 degrees 37 minutes 28 seconds and run in a Northeasterly direction for a distance of 66.11 feet to an existing iron pin being on the North line of said Lot 32; thence turn an angle to the right of 46 degrees 13 minutes 18 seconds and run in an Easterly direction along the North line of said Lot 32, for a distance of 25.05 feet, more or less, to an existing iron pin, being the Northeast corner of said Lot 32; thence turn an angle to the right of 88 degrees 56 minutes 18 seconds and run in a Southerly direction along the East line of said Lot 32, for a distance of 50.0 feet to an existing PK nail, being the Southeast corner of said Lot 32; thence turn a measured angle to the right of 0 degrees 48 minutes 42 seconds and run in a Southerly direction for a distance of 50.0 feet, more or less; to the point of beginning.

Situated in Jefferson County, Alabama.

PARCEL 16: (Hardee's - Trussville)

Lot 3-A, according to the Resurvey of Lot 3, Cahaba Plaza, as recorded in Map Book 133, Page 52, in the Probate Office of Jefferson County, Alabama.

PARCEL 17: (Highlander)

Lots 3 and 4, in Block 4, according to the Survey of Highland Office Park, as recorded in Map Book 55, Page 91, in the Probate Office of Jefferson County, Alabama.

PARCEL 18:

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 18A:

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 19:

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 20:

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 21:

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 leading from Harpersville to Wilsonville; thence turn an angle 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 22:

From a ½ inch rebar at the Northeast corner of the Northeast ¼ -Northwest ¼ of Section 33, Township 19 South, Range 2 East, run thence West along the North boundary of said Northeast ¼ - Northwest ¼ 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  $\frac{1}{4}$  -Northwest  $\frac{1}{4}$  and the Northeast  $\frac{1}{4}$  - Northwest  $\frac{1}{4}$  of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama.

PARCEL 23:

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 24:

The Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 32, Township 19 South, Range 2 East and the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$ , East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 5, Township 20 South, Range 2 East, and 10 acres off the North side of Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  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.

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**Bk: LR200908 Pg:28375**  
**Jefferson County, Alabama**  
09/01/2009 11:38:07 AM XFRL  
Fee - \$77.00

Total of Fees and Taxes-\$77.00  
ROBERSON