

Prepared by, and after  
recording return to:  
Tarek Properties, Ltd.  
c/o Deborah Tracy  
Post Office Box 101  
Valrico, Fl 33595-0101

### **MORTGAGE AND ASSIGNMENT OF RENTS**

THIS MORTGAGE AND ASSIGNMENT OF RENTS AND SECURITY AGREEMENT dated July 1, 2009, by and between HIGHWAY 119 PROPERTIES, LLC, a Florida limited liability company, its successors and permitted assigns, whose address is 1326 E. Lumsden Road, Brandon, Fl 33511 ("**Borrower**"), and TAREK PROPERTIES, LTD, a Florida limited partnership, its successors and assigns, whose address is 1326 E. Lumsden Road, Brandon, Fl 33511 ("**Lender**").

1. Borrower is indebted to Lender in the principal amount of \$256,345.00, as evidenced by that certain Fixed Rate Promissory Note of this same date, maturing on June 1, 2019 ("Note"). In consideration of the sum of \$10.00, other consideration and to secure the repayment of the Note, and all renewals, extensions and modifications of the Note, Borrower hereby mortgages, warrants, grants, bargains, sells, conveys and assigns to Lender, with power of sale, the following described land located in SHELBY County, State of Alabama, and described in Exhibit "A" attached to this hereto, together with all rights, interests, easements and appurtenances belonging, related or pertaining thereto, all improvements now or hereafter erected on the real property, fixtures now or hereafter erected, installed or located on the real property (including, but not limited to, heaters, boilers, elevators, sinks, basins, pipes, faucets, air conditioning, plumbing and heating fixtures), all building material, furnishings and equipment now or hereafter delivered to the real property; and, intended to be installed therein, and all renewals or replacements of any such improvements, fixtures, materials, furnishings or equipment, ("Mortgaged Property").

2. The Borrower shall perform all covenants, conditions and agreements required under the Note and this Mortgage. Borrower shall pay as and when due all amounts owing on or arising from the Note and Mortgage. All payments shall be applied at the discretion of the Lender.

3. Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, bargain, sell, convey and assign the Mortgaged Property, and that the Mortgaged Property is unencumbered. Borrower covenants that Borrower will warrant and defend generally the title to the Mortgaged Property against all claims and demands.

4. Borrower covenants and agrees that this Mortgage is also a security agreement under the Uniform Commercial Code for any of the Mortgaged Property which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, and all products and cash and non-cash proceeds thereof ("Additional Collateral"), and Borrower hereby grants to Lender a security interest in the Additional Collateral. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement



amendments in such form as Lender may require to perfect or continue the perfection of this security interest and Borrower agrees, if Lender so requests, to execute and deliver to Lender such financing statements, continuation statements and amendments. Borrower shall pay all filing costs and all costs and expenses of any record searches for financing statements that Lender may require. Without the prior written consent of Lender, Borrower shall not create or permit to exist any other lien or security interest in any of the Additional Collateral. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Instrument or existing under applicable law. In exercising any remedies, Lender may exercise its remedies against the Additional Collateral separately or together, and in any order, without in any way affecting the availability of Lender's other remedies. This Instrument constitutes a financing statement with respect to any part of the Mortgaged Property which is or may be deemed a fixture.

5. Borrower absolutely and unconditionally assigns and transfers to Lender all rents, licenses, profits, assignments and proceeds from the Mortgaged Property ("Rents"). Upon default in the Note or this Mortgage, Lender is authorized to collect and apply such Rents to the sums secured by this Mortgage, whether or not then due. Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Mortgaged Property or other material impairment of Lender's interest in the Mortgaged Property or rights under this Mortgage. Borrower agrees to execute and deliver such further assignments as Lender may from time to time require. Upon default under the Note or Mortgage, Borrower authorizes Lender to collect, sue for and compromise Rents; and, at Lender's discretion, direct each tenant of the Mortgaged Property to pay all Rents to Lender or any assignee or servicer of Lender; and, upon receipt of any Rents by Borrower, Borrower shall immediately remit such Rents to the Lender. The current costs and expenses of managing, operating and maintaining the Mortgaged Property and collecting the Rents shall become an additional indebtedness of the Borrower secured hereby and Lender, at Lender's discretion, may apply the Rents to such costs. Borrower hereby irrevocably authorizes Lender to give notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. Borrower represents and warrants to Lender that Borrower has not executed any prior assignment of Rents. Borrower shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents. Upon default in the Note or this Mortgage, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property and shall be entitled to execute, cancel or modify leases under which Rents are owed. Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in this Mortgage or allowed by applicable law. Borrower expressly consents to the appointment of such receiver as provided herein, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. If Lender enters the Mortgaged Property, Lender shall not be liable to Borrower or anyone claiming by or through Borrower by reason of any act or omission of Lender and Borrower hereby expressly releases and discharges Lender from any such liability to the fullest extent permitted by law. Lender's rights pursuant to this paragraph shall be cumulative with all other remedies provided to Lender pursuant to the Note, the Mortgage and applicable law. Borrower shall maintain customary and adequate records of all income and

expenses related to the Mortgaged Property and any of the Rents and shall provide copies of such records to the Lender within five (5) business days of demand therefore.

6. Borrower absolutely and unconditionally assigns and transfers to Lender all of Borrower's right, title and interest in, to and under all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property, and all modifications, extensions or renewals ("Leases"). Borrower agrees to comply with and observe Borrower's obligations under all Leases. This assignment shall not obligate Lender to take any action under this Mortgage or the Leases or to expend any money or to incur any expenses as to the Mortgaged Property or the Leases. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property. Borrower shall be solely responsible for the operation, control, care, management and repair of the Mortgaged Property prior to such actual entry and taking of possession by the Lender. In the event of a default under the Note or Mortgage and after notice to the Borrower, Lender shall immediately have all rights and authority granted to Borrower under any of the Leases, including, but not limited to, the authority to modify, renew or extend any of the Leases. Upon request of Lender, Borrower shall promptly deliver to Lender an executed copy of each Lease then in effect. Borrower shall not lease any portion of the Mortgaged Property without the prior written consent of Lender. Borrower shall not modify or extend the terms of any of the Leases without the prior written consent of Lender. All Leases shall expressly provide that such lease is subordinate to the lien of this Mortgage and provided that the tenant shall attorn to Lender and any purchaser at a foreclosure sale. Such provisions shall be self-executing.

7. The Borrower shall: (i) maintain public liability insurance insuring against all claims for personal or bodily injury, death, or property damage occurring upon, in or about the Property in an amount of not less than One Million Dollars (\$1,000,000.00) single limit coverage; and (ii) keep all buildings and improvements whether now standing on the Mortgaged Property or hereafter erected and all fixtures and personal property located in and on the Mortgaged Property, continuously insured in an amount no less than full insurable value which coverage shall insure the property against loss or damage by wind, fire and by the perils covered by extended coverage and against such other hazards as the Lender, in its sole discretion, shall from time to time require, including, but not limited to, flood insurance. Such insurance shall be written in such amounts on such forms and by such companies as shall be acceptable to and approved by the Lender, and in addition, shall name Lender as loss payee and shall contain the written obligation on the part of the issuing insurance carrier or carriers to provide to Lender with at least ten (10) days prior written notice of the expiration or any contemplated termination or cancellation of such policy or policies. Borrower will deliver to the Lender receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished the Lender shall become its property in the event the Lender becomes the owner of the Mortgaged Property by foreclosure or otherwise. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any such insurance policies, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses to the Borrower and the Lender jointly. In the event that Borrower shall abandon the Mortgaged Property, the insurance



company is hereby authorized and directed to make such losses to the Lender only and Lender shall be entitled to file, negotiate and settle any insurance claim. Such insurance proceeds shall be applied by Lender, at Lender's sole discretion. Lender may require all buildings, improvements, fixtures, furnishings and equipment to be repaired or replaced by Borrower. During the period of any repair and restoration, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Mortgaged Property to ensure the work has been completed to Lender's satisfaction. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If Borrower fails to maintain any of the coverages described above, Lender may, but shall be under no obligation to, obtain insurance coverage. Any amounts disbursed by Lender under this section shall become additional debt of the Borrower secured by this Mortgage. These amounts shall bear interest at the maximum rate provided by law (and if no maximum is provided, at eighteen percent (18%) per annum) from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

8. Upon the request of the Lender, Borrower shall deposit with Lender, on the day monthly installments of principal or interest are due under the Note, an additional amount sufficient to accumulate with Lender the entire sum required to pay, when due, premiums for insurance as required herein, taxes, assessments, general assessments and special assessments levied against the Mortgaged Property and such other recurring charges as the Lender deems necessary to protect the Mortgage Property or avoid impositions of liens thereon. Lender shall not be obligated to segregate such amounts from its general operating account and Lender shall not be required to pay Borrower any interest on the installments. If at any time the amount of the deposits held by Lender hereunder is less than the amount required, Borrower shall pay to Lender the amount of the deficiency within ten (10) calendar days of demand therefore. In the event of default, Lender shall be entitled to apply the deposits to any amounts owed under the Note or Mortgage.

9. Borrower shall pay all taxes, assessments, liens, charges, fines, and impositions attributable to the Mortgaged Property which can attain priority over this Mortgage, including master association dues, fees, and assessments, if any. Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded or secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Mortgaged Property is subject to a lien which can attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this section. Lender may require Borrower to pay one or more charges for real estate tax verifications and/or reporting services used by Lender in connection with the Note and Mortgage. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force

governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender, the Borrower will promptly pay any such tax; if the Borrower fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Borrower from making such payment, then the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Lender. The Borrower will not suffer any mechanic's, materialmen's, laborer's, statutory or other lien which might or could be prior to or equal to the security interest and mortgage liens of this Mortgage to be created or to remain outstanding upon any part of the Mortgaged Property.

10. The Borrower further covenants and agrees as follows: (a) Borrower will keep the Mortgaged Property in good condition and repair, will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof. (b) Borrower will not remove or demolish nor alter the design or structural character of any improvement without the prior written consent of the Lender. Borrower will not remove, demolish or replace, except for normal maintenance and operation, any fixture, furnishings or equipment comprising the Mortgaged Property without the prior written consent of the Lender. (c) If the Mortgaged Property or any part thereof is damaged, the Borrower will give immediate written notice of the same to the Lender. Lender may require repair or replacement of the Mortgaged Property whether or not insurance proceeds are available to Borrower. (d) The Lender or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time. Lender may, at Lender's option, engage inspectors, engineers, contractors, surveyors and other professionals to inspect the Mortgaged Property and Borrower shall pay the expense of such agents within ten (10) business days of receipt of a request for payment from Lender. If Borrower fails to reimburse Lender within the time prescribed, Lender shall be entitled to make such advances to reimburse itself against the Note and Mortgage and the expense shall become a sum further secured by this Mortgage. (e) The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental or quasi-governmental authority affecting the Mortgaged Property or any part thereof and will comply with all easements, covenants, restrictions and declarations of record against the Mortgaged Property, including, but not limited to, payment of all assessments by a master Mortgaged Property owner's association and submission of proposed improvements to appropriate architectural control committees formed and maintained under any recorded declaration and covenants affecting the Mortgaged Property. (f) Borrower shall not permit the use of the Mortgaged Property for any illegal purpose and shall not permit the presence, use, disposal, storage, or release of any "hazardous substances" as that term is defined by any federal, state or local statute, ordinance or regulation pertaining to health or environmental conditions, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, and the Resource Conservation and Recovery Act of 1976. Borrower shall comply with all additional covenants and conditions imposed upon Borrower pursuant to the Note and Mortgage, including, but not limited to the Environmental Indemnity Agreement, each Loan Agreement executed this same date, and each modification, amendment, extension or renewal of each. Borrower shall keep and maintain at all times at the Mortgaged Property or the management agent's offices, and upon Lender's request shall make available at the Mortgaged Property, complete and accurate books of account and records (including copies of supporting bills and invoices) adequate to reflect correctly the operation of the Mortgaged Property, and copies of all written contracts, Leases, and other



instruments which affect the Mortgaged Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender.

11. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property. Borrower shall not consent to conveyance in lieu of condemnation without the consent of the Lender. Borrower shall appear in and fully defend any action for condemnation. In the event that Borrower should fail, in Lender's sole determination, to appear or fully defend any action for condemnation, Lender shall be authorized, but not obligated, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith. Borrower hereby transfers and assigns to Lender all right, title and interest of Borrower in and to any award or payment with respect to any Condemnation proceeding and Lender may apply such awards or proceeds in Lender's sole discretion. The cost and expenses of Lender in appearing in and defending any condemnation action or negotiating a settlement thereof shall become an additional indebtedness owed by Borrower and secured by this Mortgage.

12. Borrower shall be in default upon the occurrence of any of the following, with or without notice of the same from Lender: (a) a transfer, assignment of right or further encumbrance of all or any portion of the Mortgaged Property or any interest therein, (b) a transfer, assignment or other change in ownership or control of more than 10% of the membership interest of the Borrower limited liability company; (c) if any member of the limited liability company Borrower shall die, be liquidated or dissolved, merge with another entity, become insolvent (whether resulting in a bankruptcy proceeding or not) or make an assignment for the benefit of creditors; (c) failure by Borrower to pay or deposit when due any amount required by the Note or this Mortgage; (d) failure of Borrower to comply with any additional covenant, term or condition of the Note or this Mortgage after fifteen (15) calendar days notice by Lender; (e) fraud or material misrepresentation or material omission by Borrower, or any of its officer, members, managers or agents; or (f) the commencement of a forfeiture proceeding, whether civil or criminal, which, in Lender's sole discretion, could result in a forfeiture of the Mortgaged Property or otherwise materially impair the Lender's security interest in the Mortgaged Property.

13. Each right and remedy for default under the Note and Mortgage shall be cumulative and may be exercised concurrently, independently, or successively, in any order. In the event of a default, at any time thereafter, and without notice, Lender, at Lender's option, may declare the Note to be immediately due and payable without further demand, and may invoke the power of sale and any one or more other remedies permitted by applicable law or provided in the Note or Mortgage. Borrower expressly acknowledges that the power of sale granted herein may be exercised by Lender without prior judicial hearing. Lender shall mail a copy of a notice of sale to Borrower at the address set forth above and publish the notice of sale in accordance with applicable law; and thereupon shall sell the Mortgaged Property to the highest bidder at public auction. Lender may sell the Mortgaged Property in one or more parcels and in such order as Lender may determine and Lender may purchase the Mortgaged property at any such sale. Borrower covenants and agrees that the proceeds of any sales shall be applied in the following order unless otherwise prescribed by law: (a) to all costs and expenses of the sale, including attorneys' fees and costs of title evidence; (b) to the Note in such order as Lender, in Lender's discretion, directs; and (c) the excess, if any, to the

person or persons legally entitled to it. Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in the Note and Mortgage and Borrower waives any and all right to require the marshalling of assets. Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in the Note and Mortgage and Borrower waives any and all right to require the marshalling of assets. Any forbearance by Lender in exercising any right or remedy under the Note, Mortgage or applicable law shall not be deemed a waiver of any other right or remedy or any future default by the Borrower.

14. Within ten (10) calendar days of demand therefore, Borrower will pay or reimburse the Lender for all reasonable expenses, including, but not limited to appraisal fees, witness costs, mediation costs, arbitration costs, attorney's fees, court costs and other expenses, including those in connection with appellate proceedings, incurred by the Lender in any proceedings to dissolve a legal entity comprising the Borrower or an insolvent, or in any action, legal proceeding or dispute of any kind in which the Lender is a plaintiff or defendant, affecting the indebtedness secured hereby, this Mortgage or the interest created herein, or the Mortgaged Property, including but not limited to any condemnation action involving the Mortgaged Property or any action to protect the security hereof; and any such amounts paid by the Lender shall be secured by this Mortgage.

15. Unless otherwise required by a law for which waiver is not permitted, all notices or demands required by the Mortgage, if any, shall be addressed to the intended recipient at its address set forth in this Mortgage (or such other address as the party shall inform the other parties of from time to time in writing) and shall be deemed given on the earliest to occur of (1) the date when the notice is received by the addressee; (2) the first business day after the notice is delivered to a recognized overnight courier service; or (3) the third business day after the notice is deposited in the United States mail with postage prepaid, certified mail, return receipt requested or priority mail.

16. The terms and conditions of this Mortgage shall bind and inure to the benefit of the respective heirs, legal representatives, successors and permitted assigns of each, whether so expressed or not. Provided, however, that the Borrower shall have no right to assign its obligations hereunder without the prior written consent of the Lender. Lender shall have the right to assign all or a part of its interest in this Mortgage, without notice to the Borrower.

17. The headings of the paragraphs and subdivisions of this Mortgage are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. In the event that any provision of this Mortgage shall be deemed enforceable, such provision shall be served, and the remaining terms and conditions hereof shall remain in full force and effect, to the extent practical. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

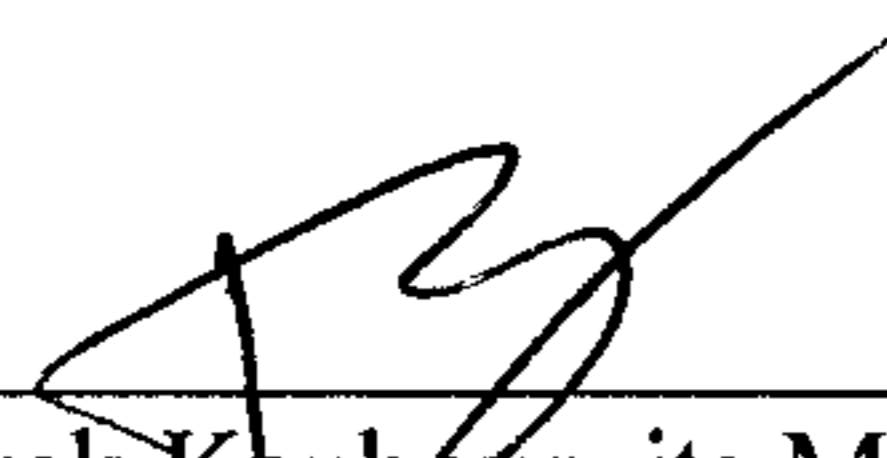
18. This Mortgage and the Note together contain the entire agreement among the parties and shall extinguish any prior agreements, express or implied, oral or in writing, as to the terms contained therein. In the event of a conflict between the Note and this Mortgage, the Note shall prevail. This Instrument may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

19. Upon payment of the Note, this Instrument shall become null and void, and Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

20. **BORROWER COVENANTS AND AGREES NOT TO ELECT, AND HEREBY WAIVES A RIGHT TO, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THE NOTE, MORTGAGE OR ANY RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER, WHETHER SUCH RIGHT NOW EXISTS OR SHALL COME INTO BEING IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

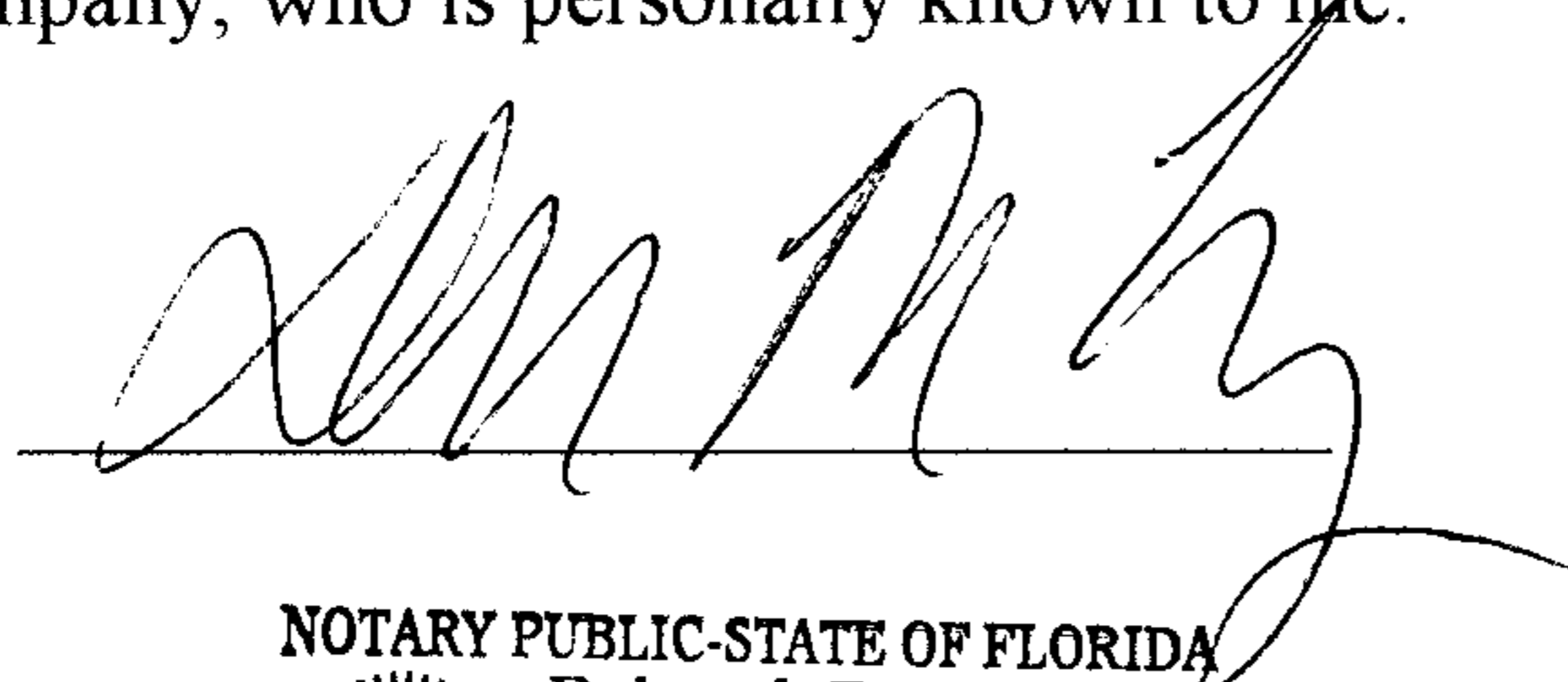
IN WITNESS WHEREOF, Borrower has signed and delivered this Instrument under seal or has caused this Instrument to be signed and delivered under seal by its duly authorized representative. Borrower intends that this Instrument shall be deemed to be signed and delivered as a sealed instrument.

HIGHWAY 119 PROPERTIES, LLC  
a Florida limited liability company

By:   
Tarek Kazbour, its Manager

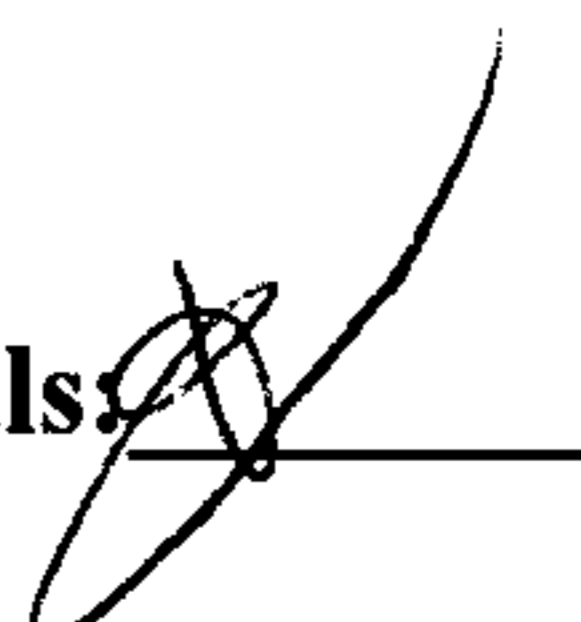
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

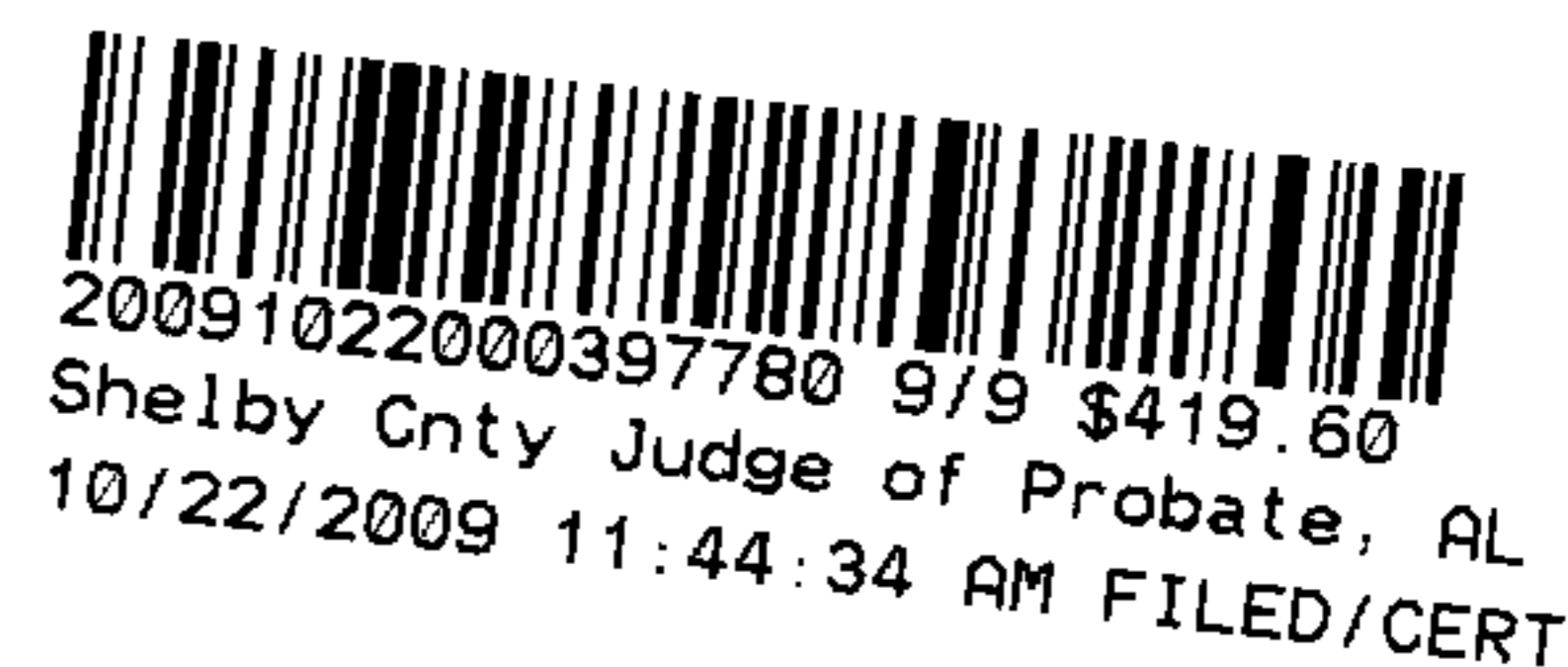
This instrument acknowledged before me this 9<sup>th</sup> day of September, 2009 by Tarek Kazbour, as Manager of Highway 119 Properties, LLC, a Florida limited liability company, who is personally known to me.



NOTARY PUBLIC-STATE OF FLORIDA  
Deborah Rose Tracy  
Commission # DD689084  
Expires: AUG. 13, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC  
STATE OF FLORIDA, at large

Initials: 



**Exhibit A**  
**LEGAL DESCRIPTION**

**Parcel I**

A parcel of land situated in the Northeast quarter of the Northwest quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 3 inch iron pipe found at the Northwest corner of said Section 14; thence run South 89 degrees 03 minutes 42 seconds East along the North boundary of said Section 14 a distance of 1538.52 feet to a point on the Southeast right of way of Alabama Highway No. 119 (variable right of way); thence run South 25 degrees 20 minutes 17 seconds West along said right of way a distance of 134.10 feet; thence depart said right of way and run South 67 degrees 21 minutes 17 seconds East a distance of 253.16 feet to the point of beginning; thence continue South 67 degrees 21 minutes 17 seconds East a distance of 87.31 feet to the Point of Curvature of a curve concave Northeastwardly, said curve having a radius of 280.00 feet and a delta angle left of 13 degrees 19 minutes 35 seconds; thence run along said curve an arc distance of 65.13 feet to the Point of Tangency of said curve (the chord subtending said arc bearing South 74 degrees 01 minutes 05 seconds East a distance of 64.98 feet); thence run South 08 degrees 58 minutes 33 seconds East a distance of 19.25 feet; thence run South 25 degrees 30 minutes 31 seconds West a distance of 173.45 feet; thence run North 64 degrees 29 minutes 29 seconds West a distance of 162.19 feet; thence run North 25 degrees 30 minutes 31 seconds East a distance of 174.20 feet to the point of beginning.

**Parcel II**

A non-exclusive easement for the benefit of Parcel I for the purpose of ingress and egress as created by that certain Declaration of Restrictions, Covenants and Conditions and grant of easements dated November 14, 2003, recorded in Instrument No. 20031124000768400, over, under and across the property described therein.

Also known as Lot 1, according to the map and survey of White Stone Center Subdivision, recorded in Map Book 33, Pages 138 A & B, in the Office of the judge of Probate of Shelby County, Alabama.

SOURCE OF TITLE: Instrument #20090130000031220