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Shelby Cnty Judge of Probate, AL
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This Document Prepared by and

Upon Recording Return to:

A. Michael Lee, Esq.

Jones Day

1420 Peachtree Street, N.E., Suite 800

Atlanta, Georgia 30309-3053

Cross-Reference To:

Instrument Number

20040322000146300,

Office of Judge of Probate of

Shelby County, Alabama

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES AND SECURITY
AGREEMENT

Date of Document: January ^{gk}22, 2010

Mortgagors: AIG Baker Brookstone, L.L.C., a Delaware limited liability company,
AIG Baker East Village, L.L.C., a Delaware limited liability company,
and
Brookstone Townhomes, LLC, an Alabama limited liability company

Mortgagors' Address: 1701 Lee Branch Lane
Birmingham, Alabama 35242

Mortgagee: Wachovia Bank, National Association, a national banking association, as
successor by merger to SouthTrust Bank

Mortgagee's Address: 420 North 20th Street
Mail Code WO125-080
Birmingham, Alabama 35203

**NOTE TO RECORDING OFFICER: THIS INSTRUMENT ADDS COLLATERAL TO A
MORTGAGE WITH RESPECT TO WHICH ALL MORTGAGE TAXES HAVE BEEN
PAID. NO ADDITIONAL MORTGAGE TAX IS DUE IN CONNECTION WITH THE
RECORDING OF THIS INSTRUMENT.**



20100129000029140 2/13 \$47.00
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FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this "**Amendment**"), is made as of January ~~28~~ 2010, by and among AIG BAKER BROOKSTONE, L.L.C., a Delaware limited liability company, AIG BAKER EAST VILLAGE, L.L.C., a Delaware limited liability company, and BROOKSTONE TOWNHOMES, LLC, an Alabama limited liability company, each having an office at 1701 Lee Branch Lane, Birmingham, Alabama 35242 (collectively, "**Borrower**"), WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as successor by merger to SouthTrust Bank, having an office at 420 North 20th Street, Mail Code WO125-080, Birmingham, Alabama 35203, Attention: Sam Boroughs ("**Lender**"), and AIG BAKER PARTNERSHIP, a Delaware general partnership ("**Guarantor**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Construction Loan Agreement dated as of March 18, 2004 between Borrower and Lender (together with any and all extensions, modifications, amendments, replacements and renewals thereof, the "**Loan Agreement**"), Lender has heretofore made a loan to Borrower in the amount of \$59,000,000.00 (the "**Loan**"), which Loan is evidenced by that certain Promissory Note dated as of March 18, 2004 from Borrower to Lender in the original principal amount of \$59,000,000.00 (together with any and all extensions, modifications, amendments, replacements and renewals thereof, the "**Note**"), and which Loan is secured by, among other things, that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated as of March 18, 2004 from Borrower to Lender recorded as Instrument Number 20040322000146300, Office of Judge of Probate of Shelby County, Alabama (the "**Records**") (together with any and all extensions, modifications, amendments, replacements and renewals thereof, the "**Mortgage**") and that certain Assignment of Rents and Leases dated as of March 18, 2004 from Borrower to Lender recorded as Instrument Number 20040322000146310 in the Records (together with any and all extensions, modifications, amendments, replacements and renewals thereof, the "**Assignment**"); and

WHEREAS, in connection with the Loan, Borrower and Guarantor delivered to Lender that certain Indemnity Agreement Regarding Hazardous Materials and Handicapped Access Laws dated as of March 18, 2004 (together with any and all extensions, modifications, amendments, replacements and renewals thereof, the "**Indemnity**"); and

WHEREAS Borrower has requested that Lender consent to an easement over the Land (as defined in the Mortgage), and, in consideration of Lender's consent to such easement, Borrower has agreed to provide Lender with additional collateral for the Loan and the Other Indebtedness (as defined in the Mortgage); and

WHEREAS Borrower, Guarantor and Lender desire to amend the Mortgage, the Assignment, the Indemnity and the other Loan Documents (as defined in the Mortgage) to reflect the granting by Borrower of such additional collateral, and Lender desires to have Borrower and Guarantor reaffirm and confirm their obligations under the Loan Documents and the Indemnity.

NOW, THEREFORE, in consideration of the premises and the hereinafter stated covenants, it is agreed as follows:

1. Recitals. The recitals are incorporated by this reference in, and are made a part of, this Amendment.

2. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage.

3. Grant. To further secure the prompt payment of the Loan, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to reasonable attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements set forth in the Loan Documents and as may be set forth in the Other Indebtedness Instruments, Borrower has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (the "**Additional Mortgaged Property**") to wit:

(a) All that tract or parcel or parcels of land and estates particularly described on Exhibit A attached hereto and made a part hereof (the "**Additional Land**");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Additional Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Additional Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Additional Improvements**");

(c) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Additional Land and Additional Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Additional Land and Additional Improvements;

(d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant

thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Additional Land and Additional Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Additional Land and Additional Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Additional Land and Additional Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Additional Land and Additional Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;

(f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) - (e) above.

TO HAVE AND TO HOLD the Additional Mortgaged Property, together with all estate, right, title and interest of Borrower and anyone claiming by, through or under Borrower in and to the Additional Mortgaged Property and all rights and appurtenances relating thereto, unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions set forth in the Mortgage.

4. Modification of Mortgage.

(a) All references in the Mortgage to the term "Mortgaged Property" shall be deemed to include the Additional Mortgaged Property.

(b) All references in the Mortgage to the term "Land" shall be deemed to include the Additional Land.

(c) All references in the Mortgage to the term "Improvements" shall be deemed to include the Additional Improvements.

(d) All references in the Mortgage to any of the other Loan Documents by whatever nomenclature shall be deemed to refer to the referenced Loan Document as heretofore amended, as amended by this Amendment and as the same may be further amended, modified or supplemented from time to time.

5. Assignment. As further and additional security to the Lender, and to secure the prompt payment of the Loan, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges incurred by Lender on account of Borrower, including but not limited to reasonable attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements set forth in the Loan Documents, and in the Other Indebtedness Instruments, Borrower does hereby sell, assign and transfer unto Lender all leases, subleases and lease guaranties of or relating to all or part of the Additional Land, whether now existing or hereafter created or arising, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Additional Land or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers granted in the Assignment, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to Lender, and Borrower does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the Additional Land), to rent, lease or let all or any portion of the Additional Land to any party or parties at such rental and upon such term, in its discretion as it may determine, and after an Event of Default, to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Additional Land, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Additional Land pursuant to the provisions set forth in the Assignment.

6. Modification of Assignment.

(a) All references in the Assignment to the term "Premises" shall be deemed to include the Additional Land.

(b) All references in the Assignment to any of the other Loan Documents by whatever nomenclature shall be deemed to refer to the referenced Loan as heretofore amended, as amended by this Amendment and as the same may be further amended, modified or supplemented from time to time.

7. Modification of Indemnity.

(a) All references in the Indemnity to the term "Land" shall be deemed to include the Additional Land.

(b) All references in the Indemnity to the term "Premises" shall be deemed to include the Additional Land and all improvements now or hereafter located in, on or under the Additional Land.

(c) All references in the Assignment to any of the other Loan Documents by whatever nomenclature shall be deemed to refer to the referenced Loan Document as heretofore amended, as amended by this Amendment and as the same may be further amended, modified or supplemented from time to time.

8. Modification of other Loan Documents.

(a) All references in the other Loan Documents to the terms "Land," "Premises," "Property" or "Project" shall be deemed to include the Additional Land.

(b) All references in the Loan Documents to any of the other Loan Documents by whatever nomenclature shall be deemed to refer to such Loan Document as heretofore amended, as amended by this Amendment and as the same may be further amended, modified or supplemented from time to time.

9. Obligor's Certification. Borrower reaffirms to Lender all of its obligations, covenants and agreements contained in the Loan Documents, as amended by this Amendment, and certifies that the Loan Documents remain in full force and effect and enforceable in accordance with their respective terms, as amended by this Amendment, and that there exists no offsets or defenses thereunder, or any events which with the giving of notice, the passage of time, or both, would constitute an offset or defense thereunder. Borrower expressly acknowledges and agrees that this Amendment in no way acts as a release or relinquishment of Borrower and there has not been, and this Amendment does not establish, a novation with respect to the Mortgage or any of the other Loan Documents.

10. Guarantor's Consent. Guarantor hereby consents to the execution and delivery of this Amendment by Borrower and reaffirms all of its obligations, covenants and agreements contained in the Loan Documents to which it is a party, as amended by this Amendment.

11. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

12. Governing Law. This Amendment shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

13. Further Assurances. Borrower agrees to take such further actions as the Lender or the Lenders shall reasonably request in connection herewith to evidence the amendments herein contained.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

BORROWER:

WITNESS

Amy E. McNell

AIG BAKER BROOKSTONE, L.L.C.,
a Delaware limited liability company

By: AIG Baker Shopping Center Properties,
L.L.C., a Delaware limited liability
company, Its Sole member

Alex D. Baker
Alex D. Baker, President

STATE OF ALABAMA

COUNTY OF SHELBY

I Barbara Hall Grill, a notary public in and for said county in said state, hereby certify that Alex D. Baker, whose name as President of **AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.**, a Delaware limited liability company, as the sole member of **AIG BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.**, as the sole member of **AIG BAKER BROOKSTONE, L.L.C.**

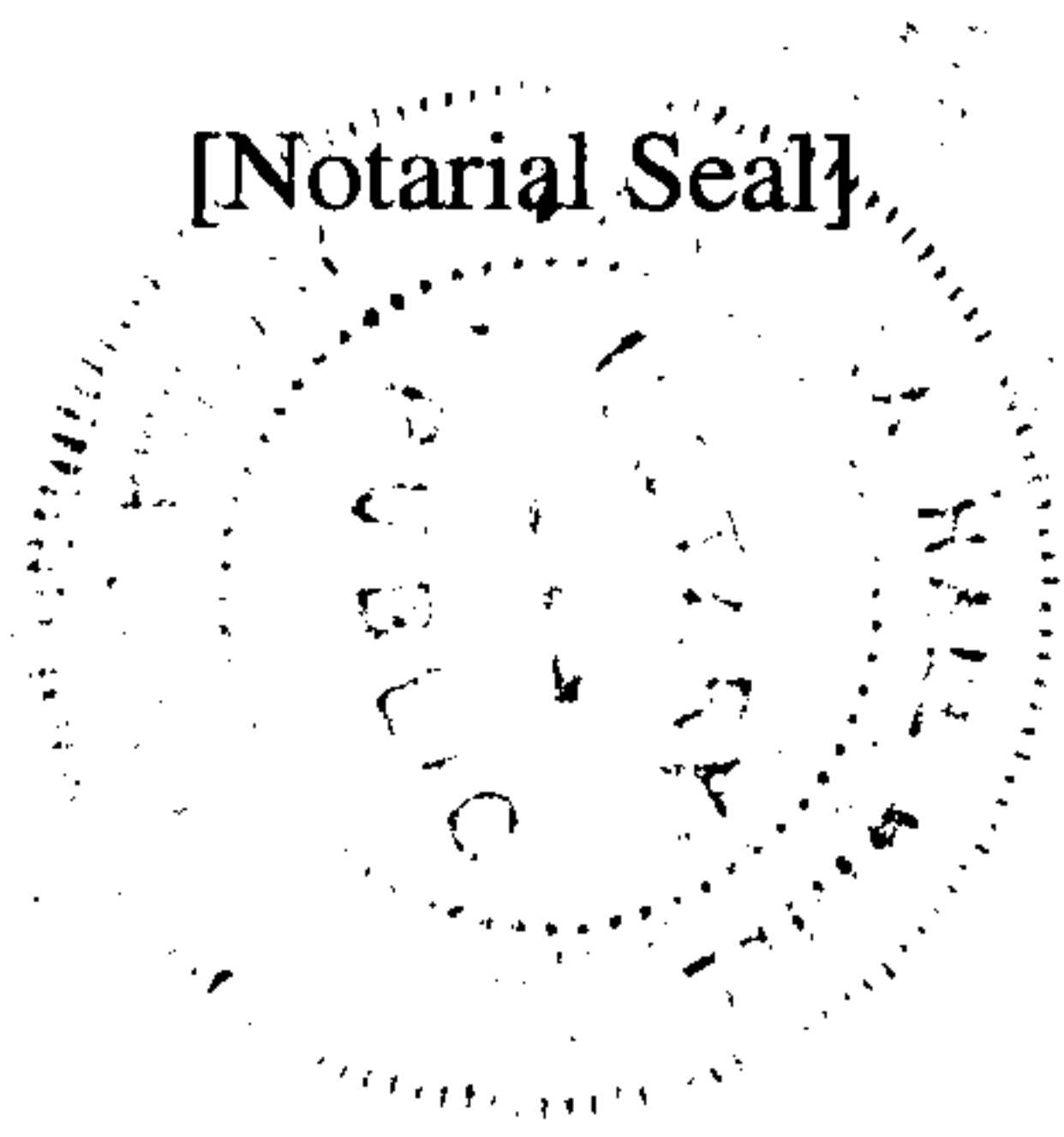
Given under my hand and official seal, this 28th day of January, 2010.

Barbara Hall Grill
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 3, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITER

My Commission Expires:

[Notarial Seal]



WITNESS

[Signature]

AIG BAKER EAST VILLAGE, L.L.C.
a Delaware limited liability company

By: AIG Baker Shopping Center Properties,
L.L.C., a Delaware limited liability
company, Its Sole member

By: [Signature]
Alex D. Baker, President

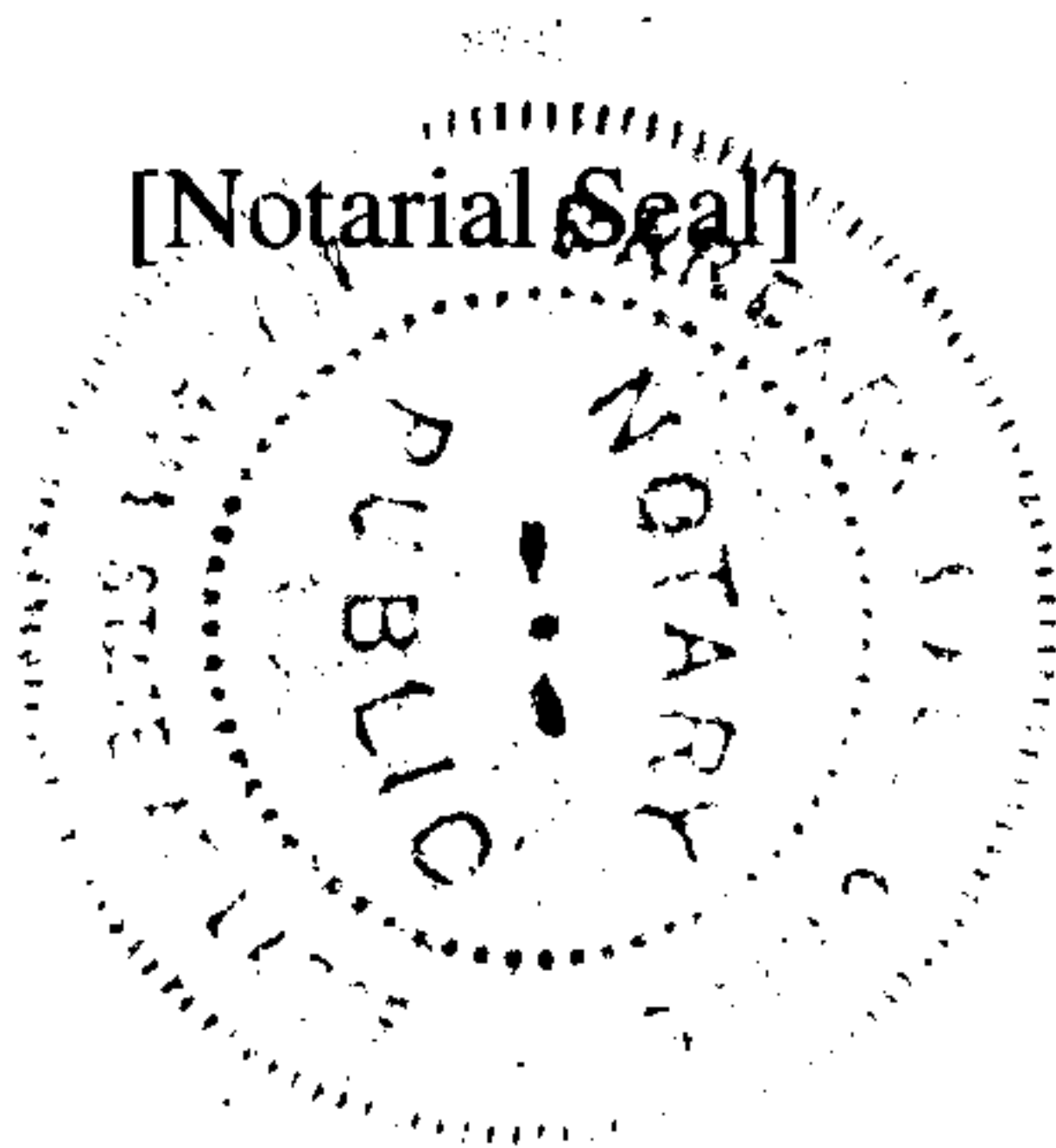
STATE OF ALABAMA

COUNTY OF SHELBY

I, Barbara Hall Gull, a notary public in and for said county in said state, hereby certify that Alex D. Baker, whose name as resident of **AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.**, a Delaware limited liability company, as the sole member of **AIG BAKER EAST VILLAGE, L.L.C.**, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **AIG BAKER SHOPPING CENTER PROPERTIES, L.L.C.**, as the sole member of **AIG BAKER EAST VILLAGE, L.L.C.**

Given under my hand and official seal, this 28th day of January, 2010.

Barbara Hall Gull
Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires Mar 3, 2012
BONDED FOR NOTARY PUBLIC UNDERWRITERS



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 Shelby Cnty Judge of Probate, AL
 01/29/2010 02:14:08 PM FILED/CERT

WITNESS

[Signature]

BROOKSTONE TOWNHOMES, LLC, an
 Alabama limited liability company

By: AIG Brookstone, L.L.C., a Delaware
 limited liability company, Its sole member

By: AIG Baker Shopping Center
 Properties, L.L.C., a Delaware
 limited liability company, Its sole
 member

By: *[Signature]*
 Alex D. Baker, President

STATE OF ALABAMA

COUNTY OF SHELBY

I, BARBARA HALL GRILL, a notary public in and for said county in said state, hereby
 certify that Alex D. Baker, whose name as President of **AIG BAKER SHOPPING CENTER
 PROPERTIES, L.L.C.**, a Delaware limited liability company, as the sole member of **AIG
 BAKER BROOKSTONE, L.L.C.**, a Delaware limited liability company, as the sole member of
BROOKSTONE TOWNHOMES, LLC, an Alabama limited liability company, is signed to the
 foregoing instrument and who is known to me, acknowledged before me on this day that, being
 informed of the contents of such instrument, he, as such officer and with full authority, executed
 the same voluntarily for and as the act of said **AIG BAKER SHOPPING CENTER
 PROPERTIES, L.L.C.**, as the sole member of **AIG BAKER BROOKSTONE, L.L.C.**, as the
 sole member of **BROOKSTONE TOWNHOMES, LLC**.

Given under my hand and official seal this 28th day of January, 2010.

Barbara Hall Grill
 Notary Public

[Notarial Seal]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: Mar 3, 2012

My Commission Expires: Mar 3, 2012

GUARANTOR:

WITNESS

Amy E. Mer

AIG BAKER PARTNERSHIP,
a Delaware general partnership

By: AIG Baker Limited Partnership, a
Georgia limited partnership, Its General
Partner

By: A. B. Development, Inc., an
Alabama corporation, Its Sole
General Partner

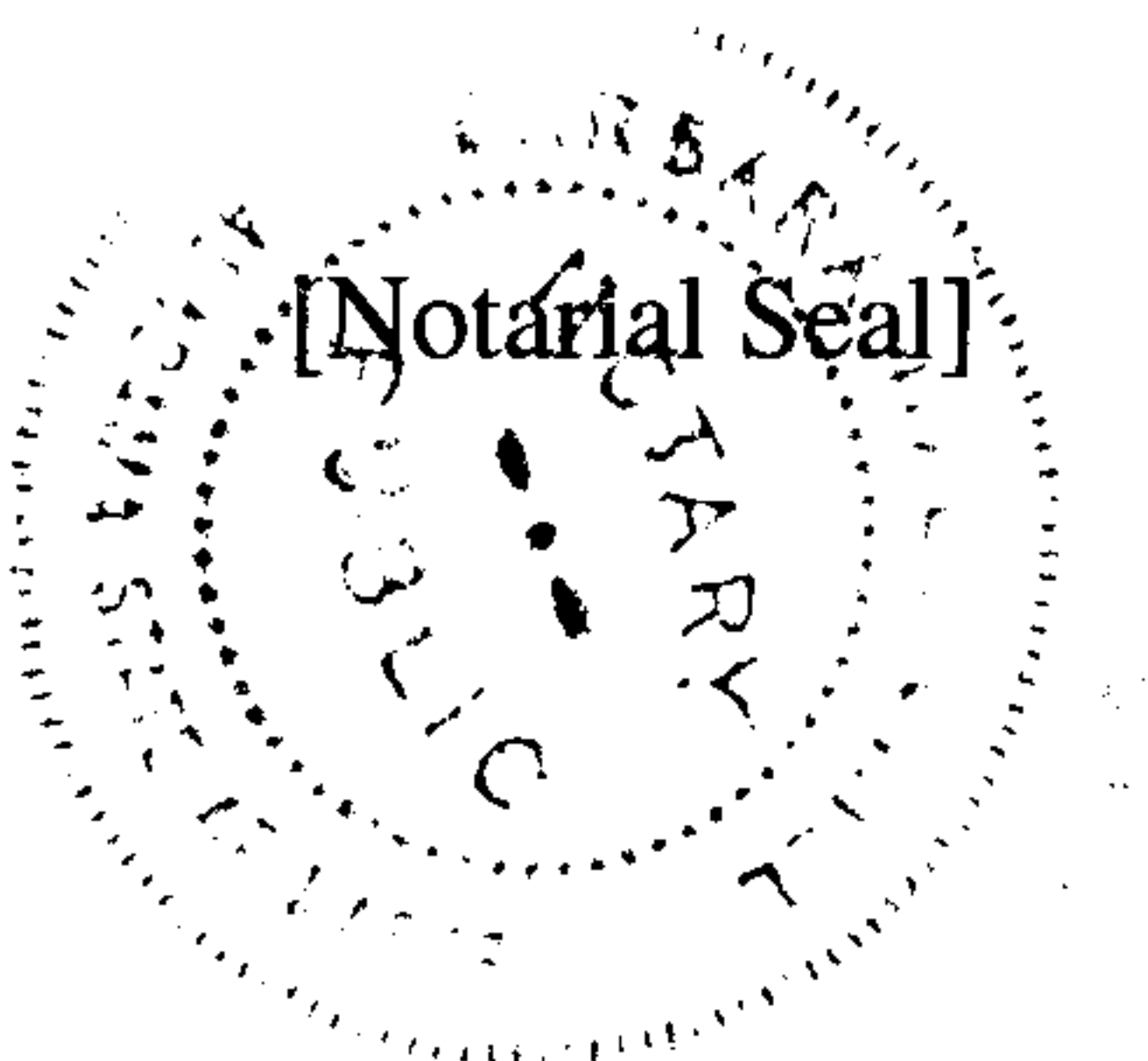
By: Alex D. Baker
Alex D. Baker, President

STATE OF ALABAMA

COUNTY OF SHELBY

I BARBARA HALL GRILL, a notary public in and for said county in said state, hereby certify that Alex D. Baker, whose name as President of **A. B. DEVELOPMENT, INC.**, an Alabama corporation, as the sole general partner of **AIG BAKER LIMITED PARTNERSHIP**, a Georgia limited partnership, as the Manager of **AIG BAKER PARTNERSHIP**, a Delaware general partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said **A. B. DEVELOPMENT, INC.**, as the sole general partner of **AIG BAKER LIMITED PARTNERSHIP**, as the general partner of **AIG BAKER PARTNERSHIP**.

Given under my hand and official seal, this 28th day of January, 2010.



Barbara Hall Grill
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 3, 2012
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

My Commission Expires:

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Shelby Cnty Judge of Probate, AL
01/29/2010 02:14:08 PM FILED/CERT

LENDER:

**WACHOVIA BANK, NATIONAL
ASSOCIATION**, a national banking
association, as successor by merger to
SouthTrust Bank

By: Sam Broughs
Name: Sam Broughs
Title: SVP

STATE OF Alabama
COUNTY OF Jefferson


I, Frances Lang Chaney, a notary public in and for said county in said state, hereby
certify that Sam Broughs whose name as SVP of **WACHOVIA BANK,
N.A.**, a national banking association, is signed to the foregoing instrument and who is known to
me, acknowledged before me on this day that, being informed of the contents of such instrument,
he, as such officer and with full authority, executed the same voluntarily for and as the act of said
WACHOVIA BANK, N.A.

Given under my hand and official seal this 28th day of January, 2010.

[Notarial Seal]

Frances Lang Chaney
Notary Public Frances Lang Chaney
2/5/13
My Commission Expires:

EXHIBIT "A"


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Shelby Cnty Judge of Probate, AL
01/29/2010 02:14:08 PM FILED/CERT

ADDITIONAL LAND

All right, title, interest and claim of the Borrower in and to the following described parcels of real estate lying and being situated in the County of Shelby, State of Alabama, and more particularly described as follows, to-wit:

PARCEL 5

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set at the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING of herein described parcel; thence continuing Easterly along said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 333.28 feet to an iron pin set; thence leaving said North line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}36'53''$ proceed Southerly for 658.78 feet to an iron pin set on the South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}29'33''$ proceed Westerly along said South line of said Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 332.53 feet to an iron pin set, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}26'33''$ proceed Northerly along the East line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the POINT OF BEGINNING.

AND:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING of herein described parcel; thence proceed Easterly along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set, being the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence leaving said quarter-quarter line and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}32'59''$ proceed Southerly along the East line of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the Southeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}33'27''$ proceed Westerly along the South line of said quarter-quarter-quarter section for 666.02 feet to an iron pin set, said pin being the Southwest corner of Northwest quarter of the Southeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}22'39''$ proceed Northerly along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcel:

Lot 1 of The Village at Lee Branch Sector 1- Phase 3, as shown on the map recorded in Map Book 41, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.