

CORRECTIVE MORTGAGE


20110822000247350 1/10 \$40.00
Shelby Cnty Judge of Probate, AL
08/22/2011 02:45:08 PM FILED/CERT

THIS MORTGAGE ("SECURITY INSTRUMENT"), is given on this the 29th Day of July, 2011 to correct that certain mortgage recorded in 20110321000089050 in the Probate Office of Shelby County, Alabama, dated August 31, 2010, the grantor is JEM PROPERTIES, L.L.C. ("Borrower").

This Security Instrument is given to MERCHANTS & FARMERS BANK (Lender) Which is organized and existing under the laws of the State of Alabama and whose address is 16623 Highway 280, Chelsea, AL 35043

Borrower owes Lender the principal sum of Eighty-three Thousand Three Hundred Eighty-five and 73/100 Dollars (U.S. \$83,385.73). This debt is evidenced by Borrower's note dated the same date as said Mortgage referred to above, Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 15, 2017.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of the Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This mortgage may be prepaid without penalty. This mortgage may not be assumed without the prior written consent of the mortgagee herein.

Said property address is: 2441 Highway 231, Vincent, AL 35178

TO HAVE AND THO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all improvements now or hereafter erected on the property, and all easements appurtenances, and fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. TAXES, INSURANCE AND PROPERTY MAINTENANCE. All taxes shall be paid by the Borrower directly to the office of the Tax Collector when due and Borrower shall furnish Lender with evidence of such payment each year. Borrower shall at all times keep adequate insurance coverage on the Property with loss payee clause in favor of the Lender and shall furnish Lender with evidence of payment for said coverage each year during the term of this loan.

Borrower shall at all times keep the Property maintained in good repair and any repairs required to be made during the term of this loan shall be done in a good and workmanlike manner. The Property shall at all times be kept in such a manner so as not to diminish the value of the same. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit any waste on the Property.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all Payments received by Lender under paragraph 1 shall be applied first, to any prepayment charges due under the Note; second, to interest due, third, to principal due and last to any late charges due under the Note.
4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which main attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and when paid shall promptly furnish Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the line; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If the Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days of a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If Under paragraph 21 the Property is acquired by the Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS.

Borrower shall not occupy, establish and use the Property as Borrower's primary residence but shall be allowed to use the same as residential single family rental property. Borrower shall preserve and maintain the Property as set out in paragraph 2 above. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or states to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY:** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or enforce laws or regulations) then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **MORTGAGE INSURANCE.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly

mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of the Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

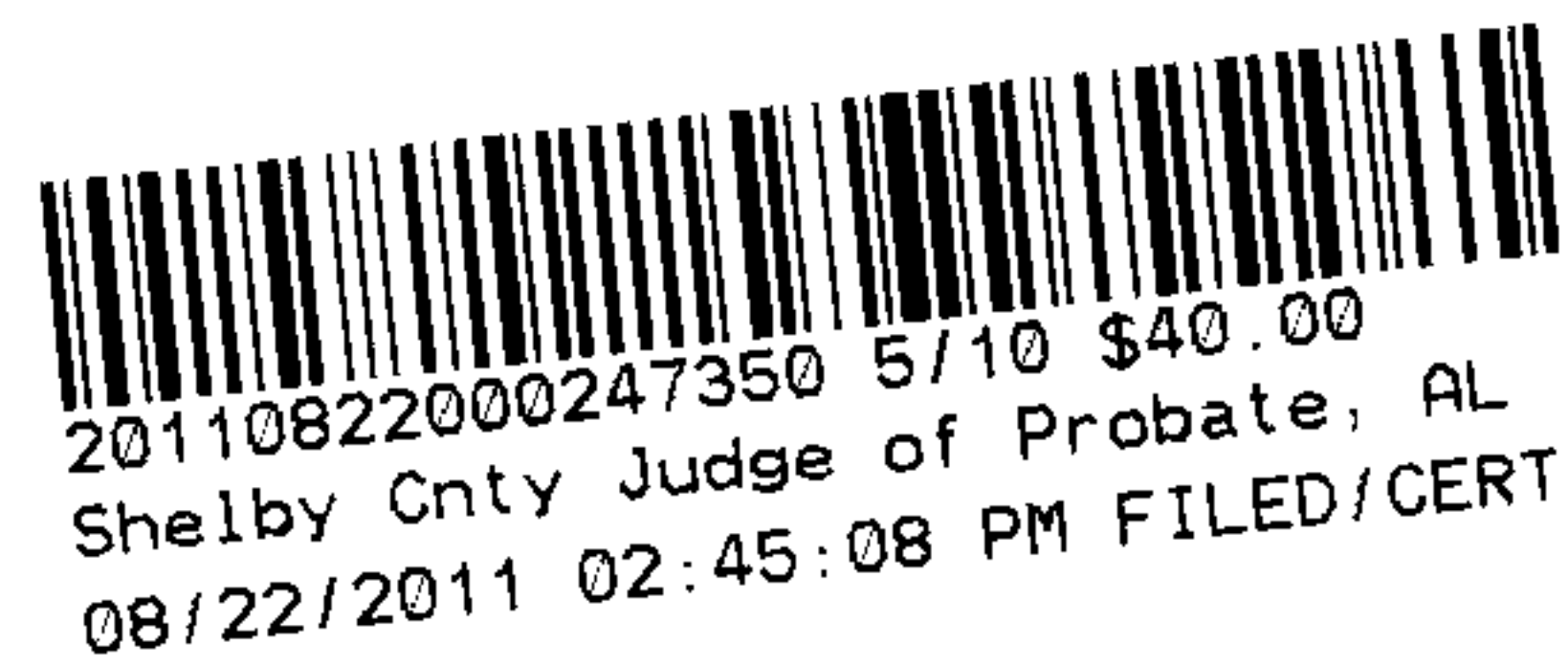
9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by the Security Instrument, whether or not then due.

Unless the Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization



of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by the Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and Agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
13. **LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
14. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
15. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. **TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest in it is sold or Transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
18. **BORROWER'S RIGHT TO REINSTATE.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
19. **SALE OF NOTE; CHANGE OF LOAN SERVICER.** The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
20. **HAZARDOUS SUBSTANCES.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything

affecting the Property that is in violation of any Environmental law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON UNIFORM COVENANTS: Borrower and Lender further covenant and agree as follows:

21. ACCELERATION; REMEDIES. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of

this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. RELEASE. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
23. WAIVERS. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.
24. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

JEM PROPERTIES, L.L.C.

BY: Jo Mudd
Jo Mudd, Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify That Jo Mudd, whose name, as Managing Member is signed to the foregoing conveyance and who is known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, she, as said Managing Member, executed the same voluntarily on the day the same bears date for and on behalf of said JEM Properties, L.L.C.

Given under my hand and seal this 29th day of July, 2011.

Phyllis W. Blackwell
NOTARY PUBLIC.


20110822000247350 9/10 \$40.00
Shelby Cnty Judge of Probate, AL
08/22/2011 02:45:08 PM FILED/CERT

Expiration Date: 04/06/2012

EXHIBIT "A"

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

Commence at a 2" Pipe at the Southeast corner of Section 35, Township 18 South, Range 2 East, Shelby County, Alabama and proceed S 89°54'39"W along the South boundary of said section 35 for 1330.43 feet to a 1" square stake point being the Southwest corner of the SE 1/4 of the SE 1/4 of Section 35, point also being the POINT OF BEGINNING of herein described parcel of land; thence S 89°53'47"W along the South boundary of said section 35 for 826.88 feet to a 1/2" rebar; thence S 80°22'40"W 225.50 feet to a corner sign (Gallies); thence S 84°38'51"W 138.73 feet to a capped 1/2" rebar; thence S 80°55'01"W 980.55 feet to a capped 1/2" rebar on the West boundary of the NE 1/4 of the NW 1/4 of Section 2, Township 18 South, Range 2 East; thence N 0°04'00"W along the West boundary of said 1/4-1/4 of Section 2 for 657.61 feet to a 1/2" rebar, point also being the Southwest corner of the SE 1/4 of the SW 1/4 of Section 35; thence N 89°49'13"E along the South boundary of said section 35 for 1214.15 feet to a 1/2" rebar; thence S 1°42'10"E 123.88 feet to a 1/2" rebar; thence N 88°14'38"E 338.43 feet to a 1/2" rebar; thence N 1°54'18"E 319.84 feet to a 1/2" rebar; thence S 88°06'22"W 223.58 feet to a set 1/2" rebar on the West boundary of the SW 1/4 of the SE 1/4 of Section 35; thence N 1°54'18"E along the West boundary of said 1/4-1/4 of section 35 for 1158.73 feet to a 2" Pipe, point being the Northwest corner of the SW 1/4 of the SE 1/4 of Section 35; thence N 89°54'04"E along the North boundary of said 1/4-1/4 of Section 35 for 1345.55 feet to a 2" Pipe, point being the Northeast corner of the SW 1/4 of the SE 1/4 of Section 35; thence N 88°40'10"E 417.53 feet to a 1/2" rebar on the West right-of-way boundary of U.S. HWY 231; thence S 80°07'27"E along right-of-way of said road for 273.83 feet to a 4" pipe monument; thence S 89°27'37"E along right-of-way of said road for 101.13 feet to a concrete monument; thence S 87°54'19"E along said right-of-way of said road for 173.48 feet to a 1/2" rebar; thence S 88°10'30"W 591.82 feet to a 1/2" rebar; thence S 10°04'35"E 463.48 feet to a 4" concrete monument; thence S 2°45'53"E 240.05 feet, back to the POINT OF BEGINNING, containing 70.24 acres, more or less.

The above described parcel of land is subject to a 40 foot Ingress and egress easement and being more particularly described as follows: Commence at the Southeast corner of Section 35, Township 18 South, Range 2 East, Shelby County, Alabama and proceed S 89°54'45"W along the South boundary of Section 35 for 2418.05 feet; thence S 1°56'48"E 113.51 feet to the POINT OF BEGINNING of herein described easement; thence N 1°56'45"W 242.73 feet; thence along a curve to the right with a delta angle of 23°27'30" having a radius of 252.28 feet and a arc length of 103.29 feet, with a chord bearing and distance of N 21°09'21"E 102.67 feet; thence N 33°18'50"E 76.69 feet; thence N 26°27'32"E 58.78 feet; thence N 24°00'08"E 79.69 feet; thence N 22°59'13"E 68.31 feet; thence N 22°27'34"E 73.72 feet; thence N 27°18'11"E 35.37 feet; thence along a curve to the right with a delta angle of 13°00'36" having a radius of 533.54 feet and a arc length of 121.40 feet, with a chord bearing and distance of N 34°44'35"E 120.89 feet; thence along a curve to the right with a delta angle of 20°48'58" having a radius of 548.18 feet and a arc length of 198.85 feet, with a chord bearing and distance of N 63°01'37"E 187.74 feet; thence along a curve to the right with a delta angle of 31°51'21" having a radius of 242.05 feet and a arc length of 134.55 feet, with a chord bearing and distance of N 88°34'18"E 132.85 feet; thence S 78°39'20"E 56.57 feet; thence S 75°19'18"E 82.00 feet; thence S 80°20'39"E 71.72 feet; thence S 88°28'28"E 226.39 feet; thence N 78°40'35"E 67.17 feet; thence along a curve to the right with a delta angle of 00°57'16" having a radius of 847.58 feet and a arc length of 147.28 feet, with a chord bearing and distance of N 80°50'52"E 147.07 feet; thence N 81°34'32"E 74.31 feet; thence N 83°24'17"E 68.87 feet; thence N 81°54'03"E 147.29 feet to a point on the West right-of-way boundary of U.S. Highway 231 (ROW 100'), said point being the terminus of easement.

The above described parcel of land and described easement are located in the SE 1/2 of the SE 1/4 of Section 35, Township 18 South, Range 2 East, Shelby County, Alabama and the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 2, Township 18 South, Range 2 East, Shelby County, Alabama.



20110822000247350 10/10 \$40.00
Shelby Cnty Judge of Probate, AL
08/22/2011 02:45:08 PM FILED/CERT