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Shelby Cnty Judge of Probate, AL
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MORTGAGE AND SECURITY AGREEMENT

between

CHELSEA PARK HOLDING, LLC
a Delaware limited liability company
(the "Mortgagor")

and

BRYANT BANK
an Alabama state banking corporation
(the "Mortgagee")

December 29, 2011

**This instrument prepared by
and after recordation should
be returned to:**

Michael J. Brandt
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway
Suite 400
Birmingham, Alabama 35209
(205) 870-0555

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MORTGAGE AND SECURITY AGREEMENT

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CHELSEA PARK HOLDING, LLC** ("Mortgagor"), a Delaware limited liability company, whose address is 2700 Highway 280, Suite 425, Birmingham, Alabama 35223, for and in consideration of the indebtedness as herein recited hereby GRANTS, BARGAINS, SELLS, CONVEYS, MORTGAGES and WARRANTS to **BRYANT BANK**, an Alabama state banking corporation ("Mortgagee") whose address is 2700 Cahaba Village Plaza, Birmingham, Alabama 35242, its successors and assigns, the real property located in Shelby County, State of Alabama, more particularly described in Exhibit "A" attached hereto and made a part hereof as if specifically set out herein (the "Real Estate"), subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Encumbrances").

Together with all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all buildings and improvements now or hereafter located on the Real Estate and all crops growing or to be grown or timber to be cut on the Real Estate (and products or proceeds thereof), equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building or buildings, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator equipment, switchboards, stoves, ranges, vacuum cleaning systems, garbage disposals, refrigerators, dishwashers, hot water heaters, trash compactors, other appliances, paging systems, alarm systems, generators, sprinkler systems and other fire prevention and extinguishing apparatus and all other goods, materials, motors, machinery, pipes, equipment, inventory, fittings and fixtures now or hereafter affixed to or located on the Real Estate, and other improvements (such building or buildings and other improvements being hereinafter called the Project) now or hereafter erected, constructed or developed on the Real Estate which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein including but not limited to all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general, all building material and equipment of every kind and character used or useful in connection with said improvements; all plans and

specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property or interest therein described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Real Estate or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; all good will and books and records relating to the business or businesses operated on the Real Estate; and all other interest of every kind and character which Mortgagor now has or at any time hereafter acquires in and to the above-described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses, and all reversionary rights or interests of Mortgagor with respect to such property, unto Mortgagee, its successors and assigns forever. It is agreed hereby that to the extent permitted by law, the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the Real Estate. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property".

TO HAVE AND TO HOLD, said Mortgaged Property, unto Mortgagee, its successors and assigns forever.

This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Debt"):

(i) Payment of a certain promissory note in the principal sum of Three Million Eight Hundred Sixty-Two Thousand and No/100 Dollars (\$3,862,000.00) of even date herewith, executed by Mortgagor and Park Homes, LLC, an Alabama limited liability company, payable to the order of Mortgagee, bearing interest as provided in said Note, and any and all renewals, extensions, modifications, substitutions or increases of said Note, or any part thereof;

(ii) Payment of all funds hereafter advanced by Mortgagee pursuant to the Note or to or for the benefit of Mortgagor, pursuant to any covenant or provision herein contained.

(iii) Complete and full performance of each and every obligation, covenant, duty and agreement of Mortgagor contained in this Mortgage;

(iv) Complete and full performance of all obligations of Mortgagor under any other instrument evidencing, securing or pertaining to the Secured Debt, or evidencing any renewal or extension or modification or increase of the Secured Debt, or any part thereof, and

Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under the Term Loan Agreement of even date herewith (the "Loan Agreement"), any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the Secured Debt, or any part thereof (hereinafter referred to as the Loan Documents);

All Secured Debt shall be payable to Mortgagee at Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any Secured Debt shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the Secured Debt. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the Secured Debt.

This conveyance is intended to operate and is to be construed as a Mortgage and Security Agreement and is made under those provisions of existing laws of the State of Alabama.

And for the purpose of further securing the payment of said Secured Debt Mortgagor covenants and agrees as follows:

1. MORTGAGOR'S WARRANTIES OF TITLE. That Mortgagor is lawfully seized in fee and possessed of said Mortgaged Property, and has a good right to convey the same as aforesaid, that Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except the Permitted Encumbrances.

2. PAYMENT AND PERFORMANCE. Mortgagor will pay all of the Secured Debt, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note and the Loan Documents.

3. MORTGAGEE'S RIGHT TO PERFORM. Upon Mortgagor's failure to make any payment or perform any act required by the Note or Loan Documents, then at any time thereafter, and without notice to or demand upon Mortgagor, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Mortgaged Property for such purpose and to take all such action thereon as Mortgagee may deem necessary or appropriate.

4. ORGANIZATION AND POWER OF MORTGAGOR. Mortgagor is a duly organized Delaware limited liability company, is validly existing under applicable state laws, and

the transaction contemplated hereby is within Mortgagor's powers, has been duly authorized by all requisite action and is not in contravention of law or the articles of organization or operating agreement of Mortgagor.

5. EXISTENCE OF MORTGAGOR. Mortgagor will preserve and keep in full force and effect its existence, rights, franchises, and trade names.

6. INSURANCE. Mortgagor shall keep or cause to be kept the Mortgaged Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by Mortgagee in such manner and in such companies and amounts as Mortgagee may approve. All such policies shall name Mortgagee as a named insured and provide that any losses payable thereunder shall (pursuant to loss payable clauses, in form and content acceptable to Mortgagee, to be attached to each policy) be payable to Mortgagee to the extent of the Secured Debt, and provide that the insurance provided thereby, as to the interest of Mortgagee, shall not be invalidated by any act or neglect of Mortgagor, nor by the commencement of any proceedings by or against Mortgagor in bankruptcy, insolvency, receivership or any other proceeding for the relief of a debtor, nor by any foreclosure, repossession or other proceedings relating to the property insured, nor by any occupation of such property or the use of such property for purposes more hazardous than permitted in the policy. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Mortgagor shall cause duplicate originals of any and all such insurance policies to be deposited with Mortgagee. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Mortgagor shall furnish to Mortgagee evidence of the payment of such premiums. Mortgagor will cause each insurer under each of the policies to agree (either by endorsement upon such policy or by letter addressed to Mortgagee) to give Mortgagee at least thirty (30) business days' prior written notice of the cancellation of such policies in whole or in part or the lapse of any coverage thereunder. Mortgagor agrees that Mortgagor will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the Mortgaged Property caused by any casualty. If Mortgagor fails to keep the Mortgaged Property insured as above specified, Mortgagee may at its option and sole discretion, and at Mortgagor's expense, insure the Mortgaged Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of Mortgagee.

Mortgagee is hereby authorized, but not required, on behalf of Mortgagor, to collect for, adjust or compromise any losses under any such insurance policies and to apply, at its option, the loss proceeds (less expenses of collection) on the Secured Debt, in any order and amount, and whether or not due, or hold such proceeds as a cash collateral reserve against the Secured Debt, or apply such proceeds to the restoration of the Mortgaged Property, or to release the same to Mortgagor, but no such application, holding in reserve or release shall cure or waive any default by Mortgagor. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the Secured Debt, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If

the Mortgaged Property or any part thereof is located within an area that has been, or should such area at any time be, designated or identified as an area having special flood hazards by any governmental authority having jurisdiction, then Mortgagor will obtain such insurance as is required by such governmental authority in amounts required by Mortgagee.

7. TAXES AND ASSESSMENTS. Mortgagor will pay all taxes and assessments against or affecting the Mortgaged Property as the same shall become due and payable, and, if Mortgagor fails to do so, Mortgagee may pay them, together with all costs and penalties thereon, at Mortgagor's expense. Notwithstanding the foregoing, Mortgagor may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Mortgagor shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Mortgagor furnishes Mortgagee an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Mortgagee, or with surety acceptable to Mortgagee, in the amount of the tax or assessment being contested by Mortgagor, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Mortgagor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

8. CONDEMNATION. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Mortgagee, who may apply the same to the Secured Debt in such manner as it may elect; and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as it may request from time to time to permit such participation. In the event Mortgagee, as a result of any such judgment, decree, or award, believes that the payment or performance of any obligation secured by this Mortgage is impaired, Mortgagee may, without notice, declare all of the Secured Debt immediately due and payable.

9. MORTGAGOR'S INTEREST IN THE MORTGAGED PROPERTY. If, while this Mortgage is in force, the interest of Mortgagor or the lien of Mortgagee in the Mortgaged Property hereby conveyed or any part thereof, shall be subjected to adverse claims to title, directly or indirectly, and if Mortgagor is not defending said claims or otherwise protecting the lien of this Mortgage, Mortgagor hereby authorizes Mortgagee, at Mortgagor's expense, to take all necessary and proper steps for the defense of its interest, including the employment of

counsel, the prosecution or defense of litigation and the compromise or discharge of claims made against its interest.

10. TAXES ON NOTE OR MORTGAGE. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Mortgage, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Mortgagor shall immediately pay all such taxes; provided that, in the event it is unlawful for Mortgagor to pay such taxes or to legally reimburse Mortgagee for payment of such taxes, as determined by Mortgagee in its sole discretion, an Event of Default shall exist and Mortgagor immediately shall pay the entire Secured Debt.

11. STATEMENTS BY MORTGAGOR. Mortgagor shall, at any time and from time to time, furnish, promptly upon request, a written statement or affidavit, in such form as may be required by Mortgagee, stating the unpaid balance of the Note and that there are no offsets or defenses against full payment of the Note, or if there are any such offsets and defenses, specifying them. Mortgagor waives any claim against Mortgagee for such offsets or defenses if not specified as provided herein and agrees to hold Mortgagee harmless therefor.

12. MORTGAGEE'S EXPENSES. If, in pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other Secured Debt, Mortgagee shall expend any money chargeable to Mortgagor or subject to reimbursement by Mortgagor under the terms of such covenant or agreement, Mortgagor will repay the same to Mortgagee immediately at the place where the Note or other Secured Debt is payable, together with interest thereon at the rate of interest payable on account of the Note or such other indebtedness in the event of a default thereunder from and after the date of Mortgagee's making such payment. The sum of each such payment shall be added to the Secured Debt and thereafter shall form a part of the same, and it shall be secured by this Mortgage and by subrogation to all the rights of the person or entity receiving such payment. Mortgagee may make advances, but shall not be obligated to do so, for any of the following: (i) insurance, (ii) payment of taxes or any part thereof, (iii) repair, maintenance and preservation of the Mortgaged Property, or of any buildings or other structures thereon, including fixtures, (iv) for the discharge of any liens or encumbrances on the Mortgaged Property, (v) for perfecting the title thereto, (vi) for enforcing collection of the Secured Debt, (vii) for any water, gas or electric charge imposed for any services rendered to the Mortgaged Property, (viii) for the protecting or preserving of any use being made of the Mortgaged Property, (ix) for advances to any trustee or receiver of the Mortgaged Property, and (x) for any additions or improvements to the Mortgaged Property or to any buildings or other structures thereon, including fixtures, considered desirable by Mortgagee while it or any receiver or trustee is in possession thereof. Mortgagee may make and is hereby authorized to pay any payment herein, according to any bill, statement or estimate without inquiry into the accuracy of the bill, statement or estimate or into the validity thereof. Mortgagee in making any payment herein authorized, relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, mortgage, claim or charge, shall be the sole judge of the legality or validity of same.

13. WASTE, DEMOLITION, ALTERATION, REPLACEMENT OR REPAIR OF MORTGAGED PROPERTY. Mortgagor shall cause the Mortgaged Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Mortgagor shall not commit or permit waste thereon. Mortgagor shall not remove, demolish or alter the design or structural character of the Project or the Mortgaged Property now or hereafter erected on the Real Estate without the express prior written consent of Mortgagee. Mortgagor shall comply with all laws and regulations of any governmental authority with reference to the Mortgaged Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Mortgagor will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property. Mortgagor agrees not to remove any of the fixtures or personal property included in the Project or the Mortgaged Property without the express prior written consent of Mortgagee and unless the same is immediately replaced with like property of at least equal value and utility.

Mortgagee and other persons authorized by Mortgagee shall have access to and the right to enter and inspect the Project and the Mortgaged Property at all reasonable times, and upon reasonable notice to Mortgagor, including monthly inspections if deemed necessary by Mortgagee. In the event Mortgagee finds that Mortgagor is not maintaining the Mortgaged Property as referenced herein, Mortgagee shall notify Mortgagor in writing of the needed repairs and Mortgagor shall have ten (10) business days to make satisfactory arrangements to bring the Mortgaged Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Mortgaged Property back to good condition as determined by the sole discretion of Mortgagee, Mortgagee shall have the right to make the repairs required at the expense of Mortgagor as previously enunciated in this Mortgage, or shall have the right to declare the Indebtedness Secured Hereby to be at once due and payable under the terms of this Mortgage.

14. IMPAIRMENT. Mortgagor will not do, or omit to do, any act or thing which would impair the security of this Mortgage.

15. SALE OF MORTGAGED PROPERTY. Mortgagor shall not convey, assign, encumber, grant a security interest in or options with respect to, or otherwise dispose of all or any part of the Mortgaged Property (other than items of personalty which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) whether by operation of law or otherwise without the prior written consent of Mortgagee, except as provided in Section 4.06 of the Loan Agreement. If Mortgagee should, in its discretion, consent to any sale, conveyance or encumbrance of the Mortgaged Property, such consent may be conditioned upon one or more of the following: (i) the transferee's express agreement in writing to assume the payment of the Secured Debt; (ii) the transferee's express agreement in writing that the title and rights of such transferee are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of Mortgagor hereunder; (iii) payment of a transfer fee or

(iv) a change in the interest rate or term of the Note. Mortgagor shall not grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Mortgagee, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Mortgagee. The provisions of this Paragraph 15 shall apply to any and all sales, transfers, conveyances, exchanges, leases, assignments or other dispositions by Mortgagor, its successors and assigns, and any subsequent owners of the Mortgaged Property, or any part thereof. Notwithstanding anything to the contrary contained herein, Mortgagor shall have the right to sell and Mortgagee shall release such portion of the Mortgaged Property sold upon payment of the applicable Release Payment in accordance with Section 4.06 of the Loan Agreement.

16. SUCCESSORS. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Debt in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Debt. No sale of the Mortgaged Property, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Debt, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part.

17. SUBSEQUENT EASEMENTS. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract hereafter made, without the express written consent of Mortgagee or in violation of any provision of this Mortgage, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

18. SUBORDINATE MORTGAGES. Mortgagor shall not execute or deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property without the prior written consent of Mortgagee.

19. USE OF PROCEEDS; PAYMENT OF PRIOR LIEN. Mortgagor shall use the proceeds of the loan represented by the Note solely to refinance existing indebtedness secured by the Mortgaged Property. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or encumbrance against or affecting the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges or encumbrances, irrespective of whether such liens, charges or encumbrances are released of record.

20. LIMITATION ON INTEREST. If any payments required to be made hereunder or under the Note or any of the Loan Documents shall be in excess of the amount allowed by law, such payments shall be reduced to the maximum amounts allowed by law, and if any interest received by Mortgagee under the Note or this Mortgage or otherwise is in an amount

that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other Secured Debt and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Debt shall, to the extent permitted by applicable law, be amortized, prorated, allocated and/or spread throughout the full term of such indebtedness until payment in full to the end that the rate of interest on account of such indebtedness never exceeds the maximum lawful rate at any time in effect and applicable to such indebtedness. The terms and provisions of this paragraph 20 shall control and supersede every other provisions of all agreements between Mortgagor and Mortgagee.

21. SECURITY AGREEMENT AND FINANCING STATEMENT. With respect to any portion of the Mortgaged Property that constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Alabama (hereinafter called the "Code"), this Mortgage shall constitute a security agreement between Mortgagor, as the Debtor, and Mortgagee, as the Secured Party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Code. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches reasonably required by Mortgagee. Mortgagor hereby authorizes Mortgagee to execute and file, without Mortgagor's joinder, any and all financing statements or continuation statements necessary or desirable to perfect or maintain the validity and priority of Mortgagee's security interest. Mortgagee may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Mortgagee should proceed to dispose of such property in accordance with the provisions of the Code, five (5) business days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the Real Estate pursuant to the provisions of this Mortgage, in lieu of proceeding under the Code.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any Mortgaged Property described or referred to herein.

Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the Real Estate, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is

situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

22. FINANCIAL STATEMENTS. Mortgagor shall deliver to Mortgagee such financial statements as are required under the Loan Agreement.

23. NOTICE OF LITIGATION. Mortgagor consents and agrees that it will give notice to Mortgagee of any litigation in which Mortgagor becomes involved and will continue to thereafter provide to Mortgagee periodic statements of the status and progress of such litigation as may be requested by Mortgagee.

24. CHANGE OF ZONING. Mortgagor covenants and agrees not to request or consent to any change in the zoning of or restrictive covenants affecting the Mortgaged Property without the prior written consent of Mortgagee.

25. COMPLIANCE WITH LAWS. The Mortgaged Property, and the use thereof by Mortgagor, shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, the Mortgaged Property, and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the Mortgaged Property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or subject to cancellation any insurance then in force with respect thereto.

26. HOLD HARMLESS. Mortgagor will defend, at its own cost and expense, and hold Mortgagee harmless from, any proceeding or claim affecting the Mortgaged Property. All costs and expenses incurred by Mortgagor in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Mortgagor.

27. FURTHER ASSURANCES. Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record such further instruments and do such further acts as may be necessary, desirable or proper to carry out the purposes of any of the Note, Mortgage and Loan Documents and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

28. CONSENT. In any instance hereunder where Mortgagee's approval or consent is required or the exercise of Mortgagee's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee and Mortgagor shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner.

29. NO PARTNERSHIP. Nothing contained herein is intended to create any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

30. NO PLEDGE OR CHANGE OF OWNERSHIP INTEREST. The Members of Mortgagor shall neither sell, pledge nor assign in the aggregate more than ten (10) percent of the outstanding membership interests in Mortgagor without the prior written consent of Mortgagee.

31. NOTICES BY GOVERNMENTAL AUTHORITY, FIRE AND CASUALTY LOSSES, ETC. Mortgagor shall timely comply with and promptly furnish to Mortgagee true and complete copies of any official notice or claim by any governmental authority pertaining to the Mortgaged Property. Mortgagor shall promptly notify Mortgagee of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Mortgaged Property.

32. TRADE NAMES. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the trade names under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other trade names with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said trade names, and will, upon request of Mortgagee, execute any additional financing statements and other certificates required to reflect the change in trade names and will execute and file any assumed name certificate required by applicable laws.

33. RECORDING AND FILING. This Mortgage and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as Mortgagee shall reasonably request, and Mortgagor will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

34. MINERAL RIGHTS. Subject to existing rights of other parties holding mineral interests, without written consent of Mortgagee there shall be no drilling or exploring for, or extraction, removal or production of minerals from the surface or subsurface of the Mortgaged Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

35. DEFEASANCE. If Mortgagor shall: (A) pay in full (i) all of the Secured Debt including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Mortgagor under the terms of this Mortgage and the Loan Documents, including but not limited to advancements made by Mortgagee pursuant to the terms

and conditions of this Mortgage; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Mortgagor; then this conveyance and the grants and conveyances contained herein shall become null and void, and the Mortgaged Property shall revert to Mortgagor, and the entire estate, right, title and interest of Mortgagee will thereupon cease; and Mortgagee in such case shall, upon the request of Mortgagor and at Mortgagor's cost and expense, deliver to Mortgagor proper instruments acknowledging satisfaction of this Mortgage; otherwise, this Mortgage shall remain in full force and effect.

36. EVENTS OF DEFAULT. The happening of any of the Event of Default under Article 7 of the Loan Agreement shall constitute an Event of Default under this Mortgage.

37. REMEDIES OF MORTGAGEE UPON DEFAULT.

(A) Acceleration of Indebtedness. Upon occurrence of an Event of Default or at any time thereafter, Mortgagee may at its option and without demand or notice to Mortgagor, declare all or any part of the Secured Debt immediately due and payable whereupon all such Secured Debt shall forthwith become due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Mortgagor and Mortgagee may immediately enforce payment of all such amounts and may exercise any or all of its rights and remedies under this Mortgage, the Note and any of the other Loan Documents and applicable law.

(B) Operation of Property by Mortgagee. Upon the occurrence of an Event of Default, or at any time thereafter, in addition to all other rights herein conferred on Mortgagee, Mortgagee (or any person, firm or corporation designated by Mortgagee) may, but shall not be obligated to, enter upon and take possession of any or all of the Mortgaged Property, exclude Mortgagor therefrom, and hold, use, administer, manage and operate the same to the extent that Mortgagor could do so, without any liability to Mortgagor resulting therefrom; and Mortgagee may collect, receive and receipt for all proceeds accruing from such operation and management, make repairs and purchase needed additional property, and exercise every power, right and privilege of Mortgagor with respect to the Mortgaged Property.

(C) Judicial Proceedings; Right to Receiver. Upon the occurrence of an Event of Default, Mortgagee, in lieu of or in addition to exercising the power of sale hereinafter given, may proceed by suit to foreclose its lien on, security interest in, and assignment of, the Mortgaged property, to sue Mortgagor for damages on account of or arising out of said default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. Mortgagee shall be entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to Mortgagor or any other party, of a receiver of the rents, issues and profits of the Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary.

(D) Power of Sale. Upon the occurrence of any Event of Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Mortgaged Property is taken, after giving notice by publication once a week for three consecutive weeks of the time, place and terms of each such sale by publication in some newspaper published in the county wherein the Mortgaged Property or any part thereof is located, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Mortgaged property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the Secured Debt shall have been paid in full.

(E) Personal Property and Fixtures. On the happening of any Event of Default or at any time thereafter, Mortgagee shall have and may exercise with respect to the personal property and fixtures included in the Mortgaged Property (sometimes referred to as the "Collateral") all rights, remedies and powers of a secured party under the Code with reference to the Collateral or any other items in which a security interest has been granted herein, including without limitation the right and power to sell at public or private sale or sales or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner to the fullest extent authorized or permitted under the Code after default hereunder, without regard to preservation of the Collateral or its value and without the necessity of a court order. Mortgagee shall have, among other rights, the right to take possession of the Collateral and to enter upon any premises where the same may be situated for the purpose of repossessing the same without being guilty of trespass and without liability for damages occasioned thereby and to take any action deemed appropriate or desirable by Mortgagee, at its option and its sole discretion, to repair, restore or otherwise prepare the Collateral for sale, lease or other use or disposition. At Mortgagee's request, Mortgagor shall assemble the Collateral and make the Collateral available to Mortgagee at any place designated by Mortgagee. To the extent permitted by law, Mortgagor expressly waives any notice of sale or any other disposition of the Collateral and any rights or remedies of Mortgagee with respect to, and the formalities prescribed by law relative to, the sale or disposition of the Collateral or to the exercise of any other right or remedy of Mortgagee existing after default. To the extent that such notice is required and cannot be waived, Mortgagor agrees that if such notice is given to Mortgagor in accordance with the provisions of

Paragraph (38) below, at least five (5) business days before the time of the sale or other disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving said notice.

Mortgagor agrees that Mortgagee may proceed to sell or dispose of both the real and personal property comprising the Mortgaged Property in accordance with the rights and remedies granted under this Mortgage with respect to the Real Estate covered hereby. Mortgagor hereby grants Mortgagee the right, at its option after default hereunder, to transfer at any time to itself or its nominee the Collateral or any part thereof and to receive the monies, income, proceeds and benefits attributable to the same and to hold the same as Collateral or to apply it on the Secured Debt in such order and amounts and manner as Mortgagee may elect. Mortgagor covenants and agrees that all recitals in any instrument transferring, assigning, leasing or making other disposition of the Collateral or any part thereof shall be full proof of the matters stated therein and no other proof shall be required to establish the legal propriety of the sale or other action taken by Mortgagee and that all prerequisites of sale shall be presumed conclusively to have been performed or to have occurred.

(F) Assignment of Leases and Rents. All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. § 101 et. seq. (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Mortgagee to be applied by Mortgagee in payment of all proper charges and expenses including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, and others employed by Mortgagee in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee from and against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder. Mortgagee may, at its option, credit the remainder of the payment of the principal and interest and all other sums payable on the Note and other Secured Debt. Prior to the occurrence of any default hereunder, Mortgagor shall collect and receive all Rents and Profits for the benefit of Mortgagee and Mortgagor, and Mortgagor shall apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other Secured Debt and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Mortgagor. Mortgagor will not (i) execute an assignment of any of its rights, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be canceled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Mortgagee, at least equivalent to that of the lessee whose lease was canceled, on substantially the same terms as the terminated or canceled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or



so as to decrease the amount of the rent payable thereunder, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee thereunder, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Mortgage. Mortgagor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor thereunder to be kept and performed. Mortgagor shall furnish to Mortgagee, within ten (10) business days after a request by Mortgagee to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder.

(G) Foreclosure Deeds. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(H) Application of Proceeds. All payments received by Mortgagee as proceeds of the Mortgaged Property, or any part thereof, as well as any and all amounts realized by Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any foreclosure sale or sales or other remedies under this Mortgage, including reasonable attorneys' fees as provided herein, (ii) to the payment in full of any of the Secured Debt that is then due and payable (including without limitation principal, accrued interest, advances and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Note, (iii) any other sums that might be due under this Mortgage, the Note or the Loan Documents, which have not otherwise been contemplated in (i) and (ii) above, and (iv) the remainder, if any, shall be paid to Mortgagor or such other person or persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity.

(I) Multiple Sales. Upon the occurrence of any Event of Default or at any time thereafter, Mortgagee shall have the option to proceed with foreclosure, either through the courts or by proceeding with foreclosure by power of sale as provided for in this Mortgage, but without declaring the whole Secured Debt due. Any such sale may be made subject to the unmatured part of the Secured Debt, and such sale, if so made, shall not in any manner affect the unmatured part of the Secured Debt, but as to such unmatured part of the Secured Debt shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made under the provisions of this paragraph without exhausting the right of sale for any remaining part of the Secured Debt whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Mortgaged Property for any matured part of the Secured Debt without exhausting any power of foreclosure and the power to

sell the Mortgaged Property for any other part of the Secured Debt, whether matured at the time or subsequently maturing.

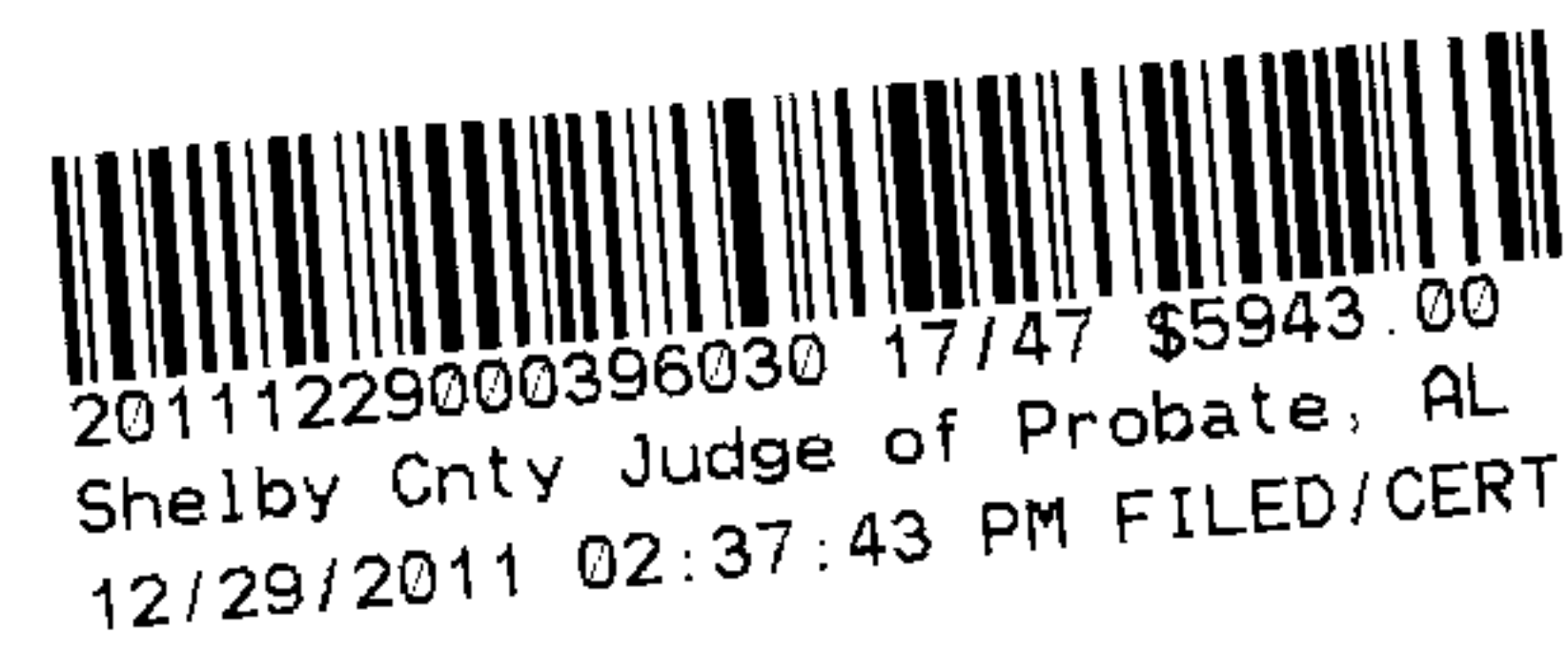
(J) Waiver of Appraisement Laws. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisement before sale of any portion of the Mortgaged Property (commonly known as appraisement laws), or (ii) any extension of time for the enforcement of the collection of the Secured Debt or any creation or extension of a period of redemption from any sale made in collecting the Secured Debt (commonly known as stay laws and redemption laws).

(K) Prerequisites of Sales. In case of any sale of the Mortgaged Property as authorized by this Paragraph 37, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of any of the Secured Debt or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

38. NOTICE AND ADDRESSES FOR NOTICES. All notices or other written communications hereunder shall be deemed to have been properly if given in accordance with the Loan Agreement.

39. PARTIAL RELEASE AND ADDITIONAL SECURITY. Any part of the Mortgaged Property may be released by Mortgagee without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the Secured Debt or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lienholder; and this Mortgage, as well as any instrument given to secure any renewal or extension of the Secured Debt, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the obligations and Secured Debt are completely paid, performed and discharged.

40. WAIVER. To the extent that Mortgagor may lawfully do so, Mortgagor agrees that Mortgagor shall not assert and hereby expressly waives, any right under any statute or rule of law pertaining to the marshalling of assets, valuation and appraisement, the exemption of business or residential homestead, the administration of estates of decedents, dower and curtesy, the rights and remedies of sureties or other matter whatever to defeat, reduce or affect the right of Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Property for the collection of the Secured Debt (without any prior or different resort for collection) or the right of Mortgagee, under the terms of this Mortgage, to the payment of such Secured Debt out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted).



41. NO WAIVER AND SEVERABILITY. No waiver of any default on the part of Mortgagor or breach of any of the provisions of this Mortgage or of any other instrument executed in connection with the Secured Debt shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective while this Mortgage is in effect, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Mortgage a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interests or assignment of rents created by this Mortgage shall be invalid or unenforceable, the unsecured portion of the Secured Debt shall be completely paid prior to the payment of the remaining and secured portion of the Secured Debt and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

42. REMEDIES CUMULATIVE. In addition to and notwithstanding and without modifying the other remedies provided herein and without limiting the rights of Mortgagee to exercise such remedies, Mortgagee is given the additional right to enforce the covenants, agreements, and obligations of Mortgagor hereunder, by the securing of equitable remedies, including that of temporary and permanent injunction and specific performance, without the necessity of Mortgagee filing any bond or other security which would otherwise be required by the statutes of the State of Alabama or the Alabama Rules of Civil Procedure in seeking such equitable remedies, the requirement for filing of any such bond or other security being hereby expressly waived.

43. AMENDMENTS. No amendment, modification or cancellation of this Mortgage shall be valid unless in writing and signed by the party against whom enforcement is sought.

44. HEADINGS. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.

45. GOVERNING LAW. This Mortgage shall be governed and construed under the laws of the State of Alabama except to the extent any law, rule or regulation of the federal government of the United States of America may be applicable, in which case such federal law, rule or regulation shall control.

46. COPIES. Mortgagor acknowledges receipt of a true and correct copy of this Mortgage.

47. MEANING OF PARTICULAR TERMS. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Mortgagor" and "Mortgagee" shall include their respective heirs, personal representatives, successors and assigns. The term "Mortgagor" as used in this Mortgage refers to each of the undersigned, jointly and severally, whether one or more natural persons, partnerships, corporations, associations, trusts or other entities or organizations.

48. ENVIRONMENTAL PROTECTION.


(A) Mortgagor represents and covenants that (i) Mortgagor has not caused or suffered to occur and Mortgagor will not hereafter cause or suffer to occur, a discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous waste (a "spill") or hazardous substance as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA") at, upon, under or within the Mortgaged Property or any contiguous real estate which has been included in the property description of the Mortgaged Property within the preceding three years; (ii) neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has been, is or will be involved in operations at or near the Mortgaged Property which could lead to the imposition on Mortgagor or any other owner of the Mortgaged Property of liability or the creation of a lien on the Mortgaged Property under CERCLA, SARA or the Resource Conservation and Recovery Act of 1976 ("RCRA") (collectively, the "Acts") or under any similar applicable laws or regulations; and (iii) Mortgagor has not permitted and will not, to the best of Mortgagor's knowledge, permit any tenant or occupant of the Mortgaged Property to engage in any activity that could lead to the imposition of liability on such tenant or occupant, Mortgagor or any other owner of any of the Mortgaged Property, or the creation of a lien on the Mortgaged Property under the Acts or any similar applicable laws or regulations;

(B) Mortgagor shall comply strictly and in all respects with the requirements of the Acts and related regulations and with all similar state and local applicable laws and regulations and shall notify Mortgagee promptly in the event of any spill or hazardous substance upon the Mortgaged Property, and shall promptly forward to Mortgagee copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or any other matters relating to the Act or related regulations or any similar applicable laws or regulations, as they may affect the Mortgaged Property.

(C) In the event of (i) a change in the use of the Mortgaged Property, (ii) any material revision to any of the Acts or similar laws or regulations or (iii) any event giving Mortgagee reasonable grounds to believe further environmental study of the Mortgaged Property is appropriate, Mortgagor, promptly upon the written request of Mortgagee, shall provide Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to Mortgagee.

(D) Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as mortgagee in possession or as successor in interest to Mortgagor as owner of the Mortgaged Property by virtue of foreclosure or acceptance of a deed in lieu of foreclosure: (i) under or on account of the Acts or related regulations or any similar applicable laws or regulations, including the assertion of any lien thereunder; (ii) with respect to any spill or hazardous substance affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, including any loss of value of the Mortgaged Property as a result of a spill or hazardous substance; and (iii) with respect to any other matter affecting the Mortgaged Property within the jurisdiction of any equivalent agency or department of the State of Alabama or any subdivision thereof.

(E) In the event of any spill or hazardous substance affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any such contiguous real estate, or if Mortgagor shall fail to comply with any of the requirements of the Acts or related regulations or any other environmental law or regulation, Mortgagee may at its election, but without the obligation so to do, give such notices and/or cause such work to be performed at the Mortgaged Property and take any and all other actions as Mortgagee shall deem necessary or advisable in order to remedy said spill or hazardous substance or cure said failure of compliance and any amounts paid as a result thereof, together with interest thereon at the Default Interest Rate (as specified in the Note) from the date of payment by Mortgagee, shall be immediately due and payable by Mortgagor to Mortgagee and until paid shall be added to and become a part of the Secured Debt shall have the benefit of the lien hereby created as a part thereof.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal, this
29th day of December, 2011

MORTGAGOR:

CHELSEA PARK HOLDING, LLC,
a Delaware limited liability company

By: *Douglas D. Eddleman*
Douglas D. Eddleman
Its manager

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that
Douglas D. Eddleman whose name as Manager of Chelsea Park Holding, LLC, 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 said instrument, he,
in such capacity and with full authority, executed the same voluntarily for and as the act of said
company.

Given under my hand and official seal this 29th of December, 2011

Veronica D. Freund
Notary Public
My commission expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 2, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]



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Exhibit A

to

Mortgage and Security Agreement
between
Chelsea Park Holding, LLC and Bryant Bank

Tract I:
Intentionally Deleted

Tract II:

Parcel I

Lots 1-88 and 1-94, according to the Plat of Chelsea Park First Sector, Phase I and Phase II, as recorded in Map Book 34, Page 21A and 21B, in the Probate Office of Shelby County, Alabama.

Parcel II

Lots 1-91A and 1-92A, according to the Resurvey of Lots 1-91 thru 1-93 Chelsea Park First Sector Phase I and Phase II, as recorded in Map Book 36, Page 87, in the Probate Office of Shelby County, Alabama.

Parcel III

Lots 1-28, 1-31, 1-32, I-41, I-42, I-43, I-44, I-45, I-46, and I-51, according to the Plat of Chelsea Park 1st Sector, Phase 3, as recorded in Map Book 36, Page 34, in the Probate Office of Shelby County, Alabama.

Parcel IV

Lots 1-105, 1-133, 1-138, 1-139, according to the Plat of Chelsea Park 1st Sector, Phase 4, as recorded in Map Book 36, Page 24, in the Probate Office of Shelby County, Alabama.

Parcel V

Lots 1-111A, and 1-113A, according to the Resurvey of Lots 1-107 and Lots 1-109 through 1-113 Chelsea Park, 1st Sector Phase IV as recorded in Map Book 39, Page 46, in the Probate Office of Shelby County, Alabama.

Parcel VI

Lots 4-4, 4-15, 4-96, 4-101, 4-102, 4-107, 4-109 and 4-111, according to the Plat of Chelsea Park 4th Sector, as recorded in Map Book 34, page 147A and 147B, in the Probate Office of Shelby County, Alabama.

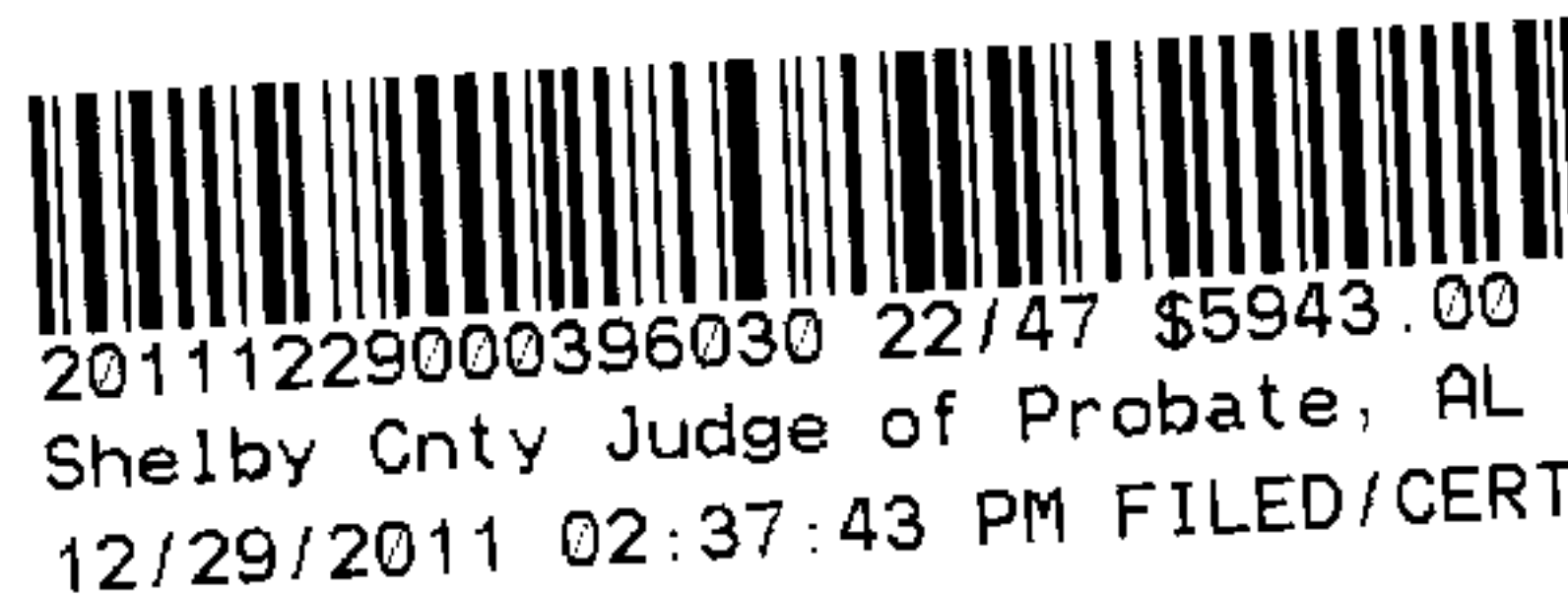
Parcel VII

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Parcel VIII

Intentionally Deleted

Parcel IX



All that part of the following described property Not contained in the plat of Chelsea Park 6th Sector, (Map Book 37, Page 13); Chelsea Park, 6th Sector, 3rd Addition (Map Book 42, Page 1); a Resurvey of Chelsea Park, 6th Sector, (Map Book 41, Page 137) and Chelsea Park 6th Sector Common Area, (Map Book 41, Page 113);

Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 19 South, Range 1 East, and also part of the East $\frac{1}{2}$ of Section 36, Township 19 South, Range 1 West, both in Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted most Southerly corner of Lot 3-76, Chelsea Park 3rd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 23, run a Northwesterly direction along long the West line of Lot 3-76 and Lot 3-75 of said subdivision for a distance of 96.97 feet to the most Southerly corner of Lot 3-74 of said subdivision; thence turn an angle to the right of 3 degrees 47 minutes 33 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-74 for a distance of 48.46 feet to an existing iron rebar being the most Southerly corner of Lot 3-73; thence turn an angle to the right of 6 degrees 05 minutes 24 seconds and run in a Northwesterly direction along the Southwest line of Lots 3-73 thru 3-69 for a distance of 214.48 feet to an existing iron rebar being the most Southerly corner of Lot 3-68; thence turn an angle to the left of 50 degrees 53 minutes 43 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-68 for a distance of 50.32 feet to an existing iron rebar being the most Southerly corner of Lot 3-67; thence turn an angle to the right of 31 degrees 31 minutes 59 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-67 for a distance of 86.97 feet to an existing iron rebar being the most Southerly corner of Lot 3-66; thence turn an angle to the right of 38 degrees 59 minutes 59 seconds and run in a Northerly direction along the West line of said Lot 3-66 for a distance of 87.25 feet to an existing iron rebar being the Northwest corner of said Lot 3-66; thence turn an angle to the left of 45 degrees 59 minutes 51 seconds and run in a Northwesterly direction for a distance of 146.62 feet to an existing iron rebar being the most Easterly corner of Lot 2-36, Chelsea Park 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 22; thence turn an angle to the left 89 degrees 50 minutes 49 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-36 for a distance of 60.61 feet to an existing iron rebar being the most Easterly corner of Lot 2-35; thence turn an angle to the left of 8 degrees 07 minutes 10 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-35 for a distance of 60.0 feet to an existing iron rebar being the most Easterly corner of Lot 2-34; thence turn an angle to the left of 4 degrees 30 minutes 01 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-34 for a distance of 60.19 feet to an existing iron rebar being the most Southerly corner of said Lot 2-34; thence turn an angle to the left of 15 degrees 34 minutes 23 seconds and run in a Southwesterly direction along the East line of Lot 2-33 for a distance of 63.88 feet to an existing iron rebar being the most Easterly corner of Lot 2-32; thence turn an angle to the right of 17 degrees 25 minutes 14 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-32 for a distance of 48.82 feet to an existing iron rebar; thence turn an angle to the right of 19 degrees 07 minutes 02 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-32 for a distance of 39.89 feet; thence turn an angle to the left of 80 degrees 34 minutes 30 seconds and run in a Southeasterly direction for a distance of 32.0 feet; thence turn an angle to the right of 91 degrees 11 minutes 14 seconds and run in a Southwesterly direction for a distance of 15.0 feet; thence turn an angle to the right of 88 degrees 48 minutes 46 seconds and run in a Northwesterly direction for a distance of 32 feet, more or less, to the point on the Southeast line of Lot 2-31 of said Chelsea Park 2nd Sector; thence turn an angle to the left of 78 degrees 16 minutes 49 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-31 for a distance of 51.25 feet to an existing iron rebar and being a corner of Lot 2-31; thence turn an angle to the right of 21 degrees 50 minutes 28 seconds and run in a Westerly direction for a distance of 59.27 feet to the Southwest corner of said Lot 2-31; thence turn an angle to the right of 22 degrees 01 minutes 08 seconds and run in a Northwesterly direction along the Southwest line of Lots 2-30, 2-29 and

2-28 for a distance of 181.49 feet; thence turn an angle to the right of 1 degrees 54 minutes 31 seconds and run in a Northwesterly direction along the Southwest line of Lot 2-27 of said subdivision for a distance of 68.62 feet to the most Southerly corner of Lot 2-26 of said subdivision; thence turn an angle to the right of 19 degrees 59 minutes 49 seconds and run in a Northwesterly direction for a distance of 58.91 feet to an existing iron rebar; thence turn an angle to the left of 52 degrees 57 minutes 06 seconds and run in a Westerly direction for a distance of 140.77 feet to an existing iron rebar being the most Easterly corner of Lot 4-106, Chelsea Park 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 147 A & B; thence turn an angle to the left of 47 degrees 51 minutes 08 seconds and run in a Southwesterly direction along the Southeast line of said Lot 4-106 for a distance of 74.79 feet to an existing iron rebar being the most Southerly corner of Lot 4-106; thence turn an angle to the right of 5 degrees 44 minutes 46 seconds and run in a Southwesterly direction for a distance of 50.0 feet to an existing iron rebar being the most Easterly corner of Lot 4-105 of said subdivision; thence turn an angle to the right of 5 degrees 50 minutes 07 seconds and run in a Southwesterly direction along the Southeast line of said Lot 4-105 for a distance of 75.21 feet to the most Easterly corner of Lot 4-104 of said subdivision; thence turn an angle to the right of 6 degrees 27 minutes 13 seconds and run in a Southwesterly direction along the Southeast line of Lot 4-104 for a distance of 63.26 feet to the most Easterly corner of Lot 4-103; thence turn an angle to the right of 6 degrees 13 minutes 26 seconds and run in a Southwesterly direction along the Southeast line of Lot 4-103 for a distance of 62.77 feet; thence turn an angle to the left of 86 degrees 43 minutes 27 seconds and run in a Southeasterly direction for a distance of 35.43 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 15.0 feet; thence turn an angle to the right of 90 degrees and run in a Northwesterly direction for a distance of 35.39 feet to a point on the Southeast line of Lot 4-102 of said subdivision; thence turn an angle to the left of 87 degrees 02 minutes 31 seconds and run in a Southwesterly direction for a distance of 55.96 feet to the most Easterly corner of Lot 4-101; thence turn an angle to the right of 6 degrees 14 minutes 02 seconds and run in a Southwesterly direction for a distance of 70.29 feet to the Southeast corner of Lot 4-100; thence turn an angle to the right of 6 degrees 13 minutes 26 seconds and run in a westerly direction for a distance of 63.26 feet to the Southeast corner of Lot 4-99 of said subdivision; thence turn an angle to the right of 5 degrees 23 minutes 38 seconds and run in a Westerly direction of 65.32 feet to the Southeast corner of Lot 4-98 of said subdivision; thence turn an angle to the right of 0 degrees 56 minutes 38 seconds and run in a Westerly direction along the South line of Lots 4-98, 4-97, 4-96, 4-95, 4-94 and 4-93 for a distance of 342.0 feet to the Southwest corner of Lot 4-93; thence turn an angle to the left of 71 degrees 55 minutes 50 seconds and run in a Southwesterly direction for a distance of 79.20 feet; thence turn an angle to the right of 30 degrees 05 minutes 30 seconds and run in a Southwesterly direction for a distance of 81.23 feet; thence turn an angle to the left of 33 degrees 23 minutes 13 seconds and run in a Southerly direction for a distance of 81.23 feet; thence turn an angle to the left of 29 degrees 10 minutes 55 seconds and run in a Southeasterly direction of 81.23 feet; thence turn an angle to the left of 33 degrees 23 minutes 13 seconds and run in a Southeasterly direction for a distance of 81.23 feet; thence turn an angle to the right of 81 degrees 18 minutes 20 seconds and run in a Southwesterly direction for a distance of 112.57 feet to a point on the North right-of-way line of the C.S.X. Railroad right-of-way, said North line of C.S.X. Railroad right-of-way being on a curve, said curve being concave in a Northerly direction and having a central angle of 63 degrees 16 minutes 32 seconds and a radius of 1864.69 feet; thence turn an angle to the left and run in a Southeasterly, Easterly and Northeasterly direction along the arc of said curve for a distance of 2059.29 feet to a point of ending of said curve and still being on the Northwest right-of-way line of the C.S.X. Railroad right-of-way; thence run in a Northeasterly direction along the Northwest right-of-way line of the C.S.X. Railroad for a distance of 131.16 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 137.79 feet to an existing iron rebar; thence turn an angle to the right of 12 degrees 03 minutes 56 seconds and run in a Northwesterly direction for a distance of 50.0 feet, more or less, to the point of beginning.

This property does include all of those lots designated for future development according to the Plat of Chelsea Park 6th Sector, as recorded in Map Book 37, Page 13 in the Probate Office of Shelby County,

Alabama, including, specifically that property described as Lots 6-20, 6-21, 6-22, 6-23, 6-24, 6-25, 6-26, 6-27, 6-28, 6-29, 6-30, 6-31, 6-32, 6-33, 6-34, 6-35, 6-36, 6-37, 6-38, 6-62, 6-63, 6-64, 6-65, 6-66, 6-67, 6-68, 6-69, 6-70 and 6-71.

Less and Except the following Parcels:

Parcel I

A tract of land situated in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36, township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Begin at the Southwest corner of a common area and ingress/egress easement, and a point of on the North Right-of-Way line of Fairview Lane, according to survey of Chelsea Park 6th Sector, Fourth Addition, as recorded in Map Book 42, Page 119, in the Probate Office of Shelby County, Alabama; thence run North 23 degrees 59 minutes 31 seconds West for 82.82 feet; thence run South 72 degrees 03 minutes 54 seconds West for 86.97 feet; thence run South 08 degrees 28 minutes 45 seconds West for 116.83 feet; thence run South 31 degrees 44 minutes 11 seconds East for 93.25 feet; thence run South 32 degrees 45 minutes 46 seconds East for 38.96 feet; thence run South 71 degrees 25 minutes 43 seconds East for 47.08 feet; thence run South 83 degrees 10 minutes 30 seconds East for 81.23 feet; thence run North 63 degrees 26 minutes 16 seconds East for 81.23 feet; thence run North 34 degrees 18 minutes 12 seconds East for 41.76 feet; thence run North 46 degrees 06 minutes 14 seconds East for 35.68 feet; thence run North 68 degrees 48 minutes 47 seconds East for 43.07 feet; thence run North 81 degrees 37 minutes 21 seconds East for 498.31 feet to a Point on the Southwesterly Right-of-Way line of Fairbank Way and a non tangent curve to the right, of which the radius Point lies North 54 degrees 18 minutes 48 seconds East, a radial distance of 525.00 feet; thence run Northwesterly along the arc and said road Right-of-Way, through a central angle of 07 degrees 43 minutes 03 seconds, a distance of 70.72 feet to a reverse curve to the left having a radius of 25.00 feet and a central angle of 76 degrees 54 minutes 11 seconds, thence run Northwesterly along the arc and said road Right-of-Way, a distance of 33.56 feet to a point on the Southerly Right-of-Way line of Fairview Lane and a reverse curve to the right having a radius of 200.00 feet and a central angle of 06 degrees 29 minutes 41 seconds; thence run Westerly along the Arc and said road Right-of-Way, a distance of 22.67 feet; thence run South 81 degrees 37 minutes 21 seconds West along said road Right-of-Way for 512.21 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 83 degrees 37 minutes 14 seconds, thence run Southwesterly along the arc and said road Right-of-Way a distance of 36.49 feet to a reverse curve to the right having a radius of 65.00 feet and a central angle of 238 degrees 33 minutes 08 seconds; thence run Northwesterly along the arc and said road right-of-way, a distance of 270.63 feet to the Point of Beginning.

Parcel II

A tract of land situated in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the most Westerly corner of a common area, and a point on the Northeast Right-of-Way line of Fairbank Way, according to the Survey of Chelsea Park, 6th Sector Common Area, as recorded in Map Book 41, Page 113, in the Probate Office of Shelby County, Alabama; thence run North 48 degrees 51 minutes 51 seconds East along the Northwest line of said common area for 73.20 feet; thence run North 42 degrees 18 minutes 05 seconds East along the Northwest line of said common area for 126.00 feet; thence run North 63 degrees 11 minutes 04 seconds East along the Northwest line of said common area for 44.95 feet; thence run North 65 degrees 54 minutes 32 seconds East along the Northwest line of said common area for 50.42 feet; thence run North 29 degrees 54 minutes 17 seconds East for 87.23 feet; thence run North 77 degrees 59 minutes 58 seconds West for 86.87 feet to a point on the Southeasterly Right-of-Way line of Fairview Lane and a non tangent curve to the right, of which the radius point lies North 77 degrees 59 minutes 58 seconds West, A radial distance of 55.00 feet; thence run Southwesterly along the arc and said road Right-of-Way, through a central angle of 81 degrees 37 minutes 08 seconds, a distance of 78.35 feet to a reverse curve to the left having a radius of 25.00 feet and a central angle of 51

degrees 19 minutes 04 seconds, thence run Westerly along the arc and said road Right-of-Way, a distance of 22.39 feet; thence run South 42 degrees 18 minutes 05 seconds West along said road Right-of-Way for 170.15 feet to a tangent curve to the Right, of which the radius point lies North 47 degrees 41 minutes 56 seconds West, a radial distance of 200.00 feet; thence run Southwesterly along the arc and said road Right-of-Way, through a central angle of 07 degrees 08 minutes 50 seconds, a distance of 24.95 feet to a reverse curve to the Left having a radius of 25.00 feet and a central angle of 77 degrees 28 minutes 28 seconds, thence run Southerly along the arc and said road Right-of-Way, a distance of 33.80 feet to a point on the Northeasterly Right-of-Way line of Fairbank Way and a compound curve to the left having a radius of 475.00 feet and a central angle of 07 degrees 08 minutes 08 seconds, thence run Southeasterly along the arc and said road Right-of-Way, a distance of 59.16 feet to the Point of Beginning.

Tract III:

Commence at the Southeast corner of Section 25, Township 19 South, Range 1 West and run in a Northerly direction along the East boundary thereof for a distance of 1520.68 feet to the POINT OF BEGINNING thence deflect right 90 degrees 25 minutes 04 seconds and run in a Southeasterly direction for a distance of 377.14 feet; thence deflect right 106 degrees 42 minutes 20 seconds and run in a Southwesterly direction for a distance of 170.43 feet; thence deflect left 104 degrees 08 minutes 30 seconds and run in a Southeasterly direction for a distance of 1012.54 feet; thence deflect right 86 degrees 52 minutes 54 seconds and run in a Southerly direction for a distance of 3050.19 feet to a point on the Northern most right of way line of CSX Railroad (100 feet right-of-way); thence deflect right 54 degrees 28 minutes 42 seconds and run in a Southwesterly direction, along said right of way line for a distance of 1616.10 feet to a point on a spiral curve turning to the right, thence deflect right 47 degrees 02 minutes 56 seconds to chord for a chord length of 2729.66 feet; thence run in a Northwesterly direction along a line tangent to said curve, and along said right of way line for a distance of 774.69 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Northeasterly direction along said right of way line for a distance of 100.0 feet; thence deflect left 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 50.00 feet; thence deflect left 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction along said right of way line for a distance of 81.09 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 54.91 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 18.91 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 51.13 feet to a point on a curve turning to the right, said curve having a radius of 1437.68 feet, a central angle of 28 degrees 22 minutes 20 seconds and a chord length of 704.67 feet, thence run in a Northwesterly direction along the arc of said curve and along said right of way for a distance of 711.92 feet; thence run in a Northwesterly direction along a line tangent to said curve and along said right of way line for a distance of 136512 feet to a point on a curve turning to the left, said curve having a radius of 1052.32 feet, a central angle of 34 degrees 57 minutes 45 seconds and a chord length of 632.22 feet; thence run in a Northwesterly direction along the arc of said curve and along said right of way line for a distance of 642.13 feet to a point on the North boundary of the Southeast one-quarter of the Southwest one-quarter of said Section 25, thence leaving said right of way line deflected right 109 degrees 50 minutes 08 seconds from chord of said curve and run in a Easterly direction along said quarter-quarter line for a distance of 2317.34 feet to the Southeast corner of the Northwest one-quarter of the Southeast one-quarter, thence deflect 89 degrees 06 minutes 37 seconds and run in a Northerly direction along the East boundary of the said quarter-quarter line for a distance of 211.78 feet; thence deflect right 88 degrees 45 minutes 19 seconds and run in a Northeasterly direction for a distance of 245.90 feet; thence deflect right 49 degrees 09 minutes 34 seconds and run in a Southeasterly direction for a distance of 127.72 feet to a point on a curve to the right, said curve having a radius of 1542.53 feet, a central angle of 09 degrees 28 minutes 12 seconds, a chord length of 254.67 feet and a deflection angle left of 78 degrees 26 minutes 38 seconds to the chord of said curve; thence run in Northeasterly direction along the arc of said curve for a distance of 254.96 feet to a point on a curve to the right, said curve having a radius of 345.60 feet to a

central angle of 72 degrees 24 minutes 59 seconds, a chord length of 408.31 feet and a deflection angle right of 34 degrees 59 minutes 38 seconds to the chord of said curve; thence run in a Southeasterly direction along the arc of said curve for a distance of 436.81 feet thence deflect right from chord of said curve 31 degrees 25 minutes 20 seconds and run in a Southeasterly direction for a distance of 120.47 feet; thence deflect left 85 degrees 22 minutes 39 seconds and run in a Northeasterly direction for a distance of 93.28 feet; thence deflect right 49 degrees 51 minutes 10 second and run in a Southeasterly direction for a distance of 206.88 feet to the POINT OF BEGINNING. Less and except the following described property:

LESS AND EXCEPT:

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36 degrees 15 minutes 36 seconds West for a distance of 1,154.97 feet to the point of beginning of the property herein described; thence 15 degrees 10 minutes 07 seconds left and run North 51 degrees 25 minutes 43 seconds West for a distance of 70.00 feet; thence 90 Degrees 00 Minutes left and run South 38 Degrees 34 Minutes 17 Seconds West for a distance of 142.85 feet; thence 90 Degrees 00 Minutes left and run South 51 Degrees 25 Minutes 43 Seconds East for a distance of 70.00 feet; thence 90 Degrees 00 Minutes left and run North 38 Degrees 34 Minutes 17 Seconds East for a distance of 142.85 feet to the point of beginning. All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

LESS AND EXCEPT:

BELL SOUTH MOBILITY

INGRESS AND EGRESS EASEMENT

An easement being 35.00 feet in width for ingress, egress and utilities on, over and across part of the East One Half of the Southeast Quarter of Section 25, Township 19 South, Range 1 West and part of the West One Half of the Southwest Quarter of Section 30, Township 19 South, Range 1 East, all in Shelby County, Alabama and being more particularly described as follows:

Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36 degrees 15 minutes 36 seconds West for a distance of 1,154.97 feet; thence 15 Degrees 10 Minutes 07 Seconds left and run North 51 Degrees 25 Minutes 43 Seconds West for a distance of 17.50 feet to the point of beginning of the centerline of said easement being 35.00 feet in width for ingress, egress and utilities and being 17.50 feet each side the following described centerline; thence 90 Degrees 00 Minutes right and run North 38 Degrees 34 Minutes 17 Seconds East along said centerline for a distance of 173.90 feet to the beginning of a curve to the right, said curve to the right having a radius of 670.39 feet and a central angle of 08 Degrees 31 Minutes 51 Seconds; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 99.82 feet to the end of said curve to the right; thence at tangent to said curve run North 47 Degrees 06 Minutes 08 Seconds East along said centerline for a distance of 84.96 feet to the beginning of a curve to the right, said curve having a radius of 2,354.20 feet and a central angle 02 Degrees 26 Minutes; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 99.98 feet to the end of said curve to the right; thence at tangent to said curve run North 49 Degrees 32 Minutes 08 Seconds East along said centerline for a distance of 244.70 feet to the beginning of a curve to the left, said curve to the left having a radius of 138.99 feet and a central angle of 24 Degrees 21 Minutes 38 Seconds; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 59.09 feet to the end of said curve to the left; thence at tangent to said curve run North 25 Degrees 10 Minutes 30 Seconds East along said centerline for a distance of 06.19 feet to the beginning of



a curve to the right, said curve to the right having a radius of 221.07 feet and a central angle of 20 Degrees 30 Minutes 45 Seconds thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 79.14 feet to the end of said curve to the right; thence at tangent to said curve run North 45 Degrees 41 Minutes 15 Seconds East along said centerline for a distance of 163.93 feet to the beginning of a curve to the left, said curve to the left having a radius of 419.84 feet and a central angle of 13 Degrees 34 Minutes 59 Seconds; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 99.53 feet to the end of said curve to the left thence at tangent to said curve run North 32 Degrees 06 Minutes 6 Seconds East along said centerline for a distance of 141.81 feet to the beginning of a curve to the right, said curve to the right having a radius of 228.92 feet and a central angle of 17 Degrees 23 Minutes 08 Seconds; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 69.46 feet to the end of said curve to the right; thence at tangent to said curve run North 49 Degrees 29 Minutes 24 Seconds East along said centerline for a distance of 264.90 feet to the beginning of a curve to the right said curve to the right having a radius of 233.03 feet and a central angle of 24 Degrees 13 Minutes 13 seconds; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 98.51 feet to the end of said curve to the right thence at tangent to said curve, run North 73 Degrees 42 Minutes 37 Seconds East along said centerline for a distance of 37.23 feet to the beginning of a curve to the left, said curve to the left having a radius of 215.37 feet and a central angle of 38 Degrees 24 Minutes 03 Seconds; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 144.34 feet to the end of said curve to the left; thence at tangent to said curve run North 35 Degrees 18 Minutes 34 Seconds East along said centerline for a distance of 95.75 feet to a point on the South edge of the asphalt pavement of the East bound lanes of U.S. Highway no. 280, said point being the point of ending of the Centerline of said easement being 35.00 feet in width for ingress, egress and utilities. Except that part of said easement lying within the right-of- way of U.S. Highway No. 280. All bearings in the above description are Alabama West Zone State Plane bearings NAD 83.

Begin a portion of the premises conveyed to Grantor by deed dated February 10, 2000, recorded in the Probate Office of Shelby County, Alabama as Inst. No. 2000-04450.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY AND APPURTENANT EASEMENTS described as items a through I below:

- a) Chelsea Park First Sector Phase I and Phase II as recorded in Map Book 34, Page 21 A and B
- b) Chelsea Park First Sector Phase III as recorded in Map Book 36, Page 34
- c) Chelsea Park First Sector Phase IV as recorded in Map Book 36, Page 24
- d) Chelsea Park 2nd Sector as recorded in Map Book 34, Page 22
- e) Chelsea Park 3rd Sector as recorded in Map Book 34, Page 23 A and B
- f) Chelsea Park 4th Sector as recorded in Map Book 34, Page 147 A and 147 B
- g) Chelsea Park 6th Sector as recorded in Map Book 37, Page 13
- h) Chelsea Park 6th Sector Third Addition as recorded in Map Book 42, Page 1
- i) Chelsea Park 6th Sector Common Area as recorded in Map Book 41, Page 113
- j) A construction easement situated in the Southeast quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

PARCEL I:

Commence at a stone monument locally accepted to be the Southeast corner of said Section 25; thence run North along the East line of said Section 25 for a distance of 409.85 feet to a point; thence turn an angle to the left of 83 degrees, 24 minutes, 31 seconds and run in a Northwesterly direction for a distance of 717.86 feet to the point of beginning; thence continue along last stated course for a distance of 30.00 feet to a point, thence turn an angle to the right of 90 degrees, 00 minutes 00 seconds and run in a Northeasterly direction for a distance of 180.00 feet to a point, thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a Northwesterly direction for a distance of 180.00 feet to a

point: thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 125.00 feet to a point, thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 210.00 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 305.00 feet to the point of beginning.

PARCEL II:

A parcel of land situated in the Southeast quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at a stone monument locally accepted to be the Southeast corner of said Section 25; thence run North along the East line of said Section 25 for a distance of 409.85 feet to a point thence turn an angle to the left of 83 degrees, 24 minutes, 31 seconds and run in a Northwesterly direction for a distance of 747.86 feet to the point of beginning; thence continue along last stated course for a distance of 180.00 feet to a point, thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Northeasterly direction for a distance of 180.00 feet to a point, thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southeasterly direction for a distance of 180.00 feet to a point; thence turn an angle to the right of 90 degrees, 00 minutes, 00 seconds and run in a Southwesterly direction for a distance of 180.00 feet to the point of beginning.

k) That property conveyed to Shelby County by deed dated January 16, 2008 and recorded in Inst. No. 20080213000059390.

l) Part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 31, Township 19 South, Range 1 East, and also part of the East $\frac{1}{2}$ of Section 36, Township 19 South, Range 1 West, both in Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the locally accepted most Southerly corner of Lot 3-76, Chelsea Park 3rd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 23, run in a Northwesterly direction along the West line of Lot 3-76 of said subdivision for a distance of 96.97 feet to the most Southerly corner Lot 3-74 of said subdivision; thence turn an angle to the right of 3 degrees 47 minutes 33 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-74 for a distance of 48.46 feet to an existing iron rebar being the most Southerly corner of Lot 3-73; thence turn an angle to the right of 6 degrees 05 minutes 24 seconds and run in a Northwesterly direction along the Southwest line of Lots 3-73 thru 3-69 for a distance of 214.48 feet to an existing iron rebar being the most Southerly corner of Lot 3-68; thence turn an angle to the left of 50 degrees 53 minutes 43 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-68 for a distance of 50.32 feet to an existing iron rebar being the most Southerly corner of Lot 3-67; thence turn an angle to the right of 31 degrees 31 minutes 59 seconds and run in a Northwesterly direction along the Southwest line of said Lot 3-67 for a distance of 86.97 feet to an existing iron rebar being the most Southerly corner of Lot 3-66; thence turn an angle to the right of 38 degrees 59 minutes 59 seconds and run in a Northerly direction along the West line of said Lot 3-66 for a distance of 87.25 feet to an existing iron rebar being the Northwest corner of said Lot 3-66; thence turn an angle to the left of 45 degrees 59 minutes 51 seconds and run in a Northwesterly direction for a distance of 146.62 feet to an existing iron rebar being the most Easterly corner of Lot 2-36, Chelsea Park 2nd Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 22; thence turn an angle to the left of 89 degrees 50 minutes 49 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-36 for a distance of 60.61 feet to an existing iron rebar being the most Easterly corner of Lot 2-35; thence turn an angle to the left of 8 degrees 07 minutes 10 seconds and run in a southwesterly direction along the Southeast line of said Lot 2-35 for a distance of 60.0 feet to an existing iron rebar being the most Easterly corner of Lot 2-34; thence turn an angle to the left of 4 degrees 30 minutes 01 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-34 for a distance of 60.19 feet to an existing iron rebar being the most Southerly corner of said Lot 2-34; thence turn an angle to the left of 15 degrees 34 minutes 23 seconds and run in a Southwesterly direction along the East line of Lot 2-33 for a distance of 63.88 feet to an existing iron rebar being the most Easterly corner of Lot 2-32; thence turn an angle to the right of 17 degrees 25 minutes 14 seconds and run in a Southwesterly direction



along the Southeast line of said Lot 2-32 for a distance of 48.82 feet to an existing iron rebar; thence turn an angle to the right of 19 degrees 07 minutes 02 seconds and run in a Southwesterly direction along the Southeast line of said lot 2-32 for a distance of 39.89 feet; thence turn an angle to the left of 80 degrees 34 minutes 30 seconds and run in a Southeasterly direction for a distance of 32.0 feet; thence turn an angle to the right of 91 degrees 11 minutes 14 seconds and run in a Southwesterly direction for a distance of 15.0 feet; thence turn an angle to the right of 88 degrees 48 minutes 46 seconds and run in a Northwesterly direction for a distance of 32 feet, more or less, to a point on the Southeast line of Lot 2-31 of said Chelsea Park 2nd Sector; thence turn an angle to the left of 78 degrees 16 minutes 49 seconds and run in a Southwesterly direction along the Southeast line of said Lot 2-31 for a distance of 51.25 feet to an existing iron rebar and being a corner of Lot 2-31; thence turn an angle to the right of 21 degrees 50 minutes 28 seconds and run in a Westerly direction for a distance of 59.27 feet to the Southwest corner of Lot 2-31; thence turn an angle to the of 22 degrees 01 minutes 08 seconds and run in a Northwesterly direction along the Southwest line of Lots 2-30, 2-29 and 2-28 for a distance of 181.49 feet; thence turn an angle to the right of 1 degrees 54 minutes 31 seconds and run in a Northwesterly direction along the Southwest line of Lot 2-27 of said subdivision for a distance of 68.62 feet to the most Southerly corner of Lot 2-26 of said subdivision; thence turn an angle to the right of 19 degrees 59 minutes 49 seconds and run in a Northwesterly direction for a distance of 58.91 feet to an existing iron rebar; thence turn an angle to the left of 52 degrees 57 minutes 06 seconds and run in a Westerly direction for a distance of 140.77 feet to an existing iron rebar being the most Easterly corner of Lot 4-106, Chelsea Park 4th Sector, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 34, Page 147 A & B; thence turn an angle to the left of 47 degrees 51 minutes 08 seconds and run in a Southwesterly direction along the Southeast line of said Lot 4-106 for a distance of 74.79 feet to an existing iron rebar being the most Southerly corner of said Lot 4-106; thence turn an angle to the right of 5 degrees 44 minutes 46 seconds and run in a Southwesterly direction for a distance of 50.0 feet to an existing iron rebar being the most Easterly corner of Lot 4-105 of said subdivision; thence turn an angle to the right of 5 degrees 50 minutes 07 seconds and run in a Southwesterly direction along the Southeast line of said Lot 4-105 for a distance of 75.21 feet to the most Easterly corner of Lot 4-104 of said subdivision; thence turn an angle to the right of 6 degrees 27 minutes 13 seconds and run in a Southwesterly direction along the Southeast line of Lot 4-104 for a distance of 63.26 feet to the most Easterly corner of Lot 4-103; thence turn an angle to the right of 6 degrees 13 minutes 26 seconds and run in a Southwesterly direction along the Southeast line of Lot 4-103 for a distance of 62.77 feet; thence turn an angle to the left of 86 degrees 43 minutes 27 seconds and run in a Southeasterly direction for a distance of 35.43 feet; thence turn an angle to the right of 90 degrees and run in a Southwesterly direction for a distance of 15.0 feet; thence turn an angle to the right of 90 degrees and run in a Northwesterly direction for a distance of 35.39 feet to a point on the Southeast line of Lot 4-102 of said subdivision; thence turn an angle to the left of 87 degrees 02 minutes 31 seconds and run in a Southwesterly direction for a distance of 55.96 feet to the most Easterly corner of Lot 4-101; thence turn an angle to the right of 6 degrees 14 minutes 02 seconds and run in a Southwesterly direction for a distance of 70.29 feet to the Southeast corner of Lot 4-100; thence turn an angle to the right of 6 degrees 13 minutes 26 seconds and run in a Westerly direction for a distance of 63.26 feet to the Southeast corner of Lot 4-99 of said subdivision; thence turn an angle of 5 degrees 23 minutes 38 seconds and run in a Westerly direction for a distance of 65.32 feet to the Southeast corner of Lot 4-98 of said subdivision; thence turn an angle to the right of 0 degrees 56 minutes 38 seconds and run in a Westerly direction along the South line of Lots 4-98, 4-97, 4-96, 4-95, 4-94 and 4-93 for a distance of 342.0 feet to the Southwest corner of Lot 4-93; thence turn an angle to the left of 71 degrees 55 minutes 50 seconds and run in a Southwesterly direction for a distance of 79.20 feet; thence turn an angle to the right of 30 degrees 05 minutes 30 seconds and run in a Southwesterly direction for a distance of 81.23 feet; thence turn an angle to the left of 33 degrees 23 minutes 13 seconds and run in a Southerly direction for a distance of 81.23 feet; thence turn an angle to the left of 29 degrees 10 minutes 55 seconds and run in a Southeasterly direction for a distance of 81.23 feet; thence turn an angle to the left of 33 degrees 23 minutes 13 seconds and run in a Southeasterly direction for a distance of 81.23 feet; thence turn an angle to the right of 81 degrees 18 minutes 20 seconds and run in a Southwesterly direction



for a distance of 112.57 feet to a point on the North right-of-way line of the C.S.X. Railroad right-of-way, said North line of C.S.X. Railroad right-of-way being on a curve, said curve being concave in a Northerly direction and having a central angle of 63 degrees 16 minutes 32 seconds and a radius of 1864.69 feet; thence turn an angle to the left and run in a Southeasterly, Easterly and Northeasterly direction along the arc of said curve for a distance of 2059.29 feet to a point of ending of said curve and still being on the Northwest right-of-way line of the said C.S.X. Railroad right-of-way; thence run in a Northeasterly direction along the Northwest right-of-way line of the C.S.X. Railroad for a distance of 131.16 feet; thence turn an angle to the left of 90 degrees and run in a Northwesterly direction for a distance of 137.79 feet to an existing iron rebar; thence turn an angle to the right of 12 degrees 03 minutes 56 seconds and run in a Northwesterly direction for a distance of 50.0 feet, more or less, to the point of beginning.

Note: Part of this property is now known as Chelsea Park, 6th Sector and includes property contained in Map Book 37, Page 13, Map Book 41, Page 113 and Map Book 41, Page 1.

Tract IV:

A parcel of land situated in the Southeast quarter of Section 30, and the Southwest quarter of Section 29, and the Northwest quarter of Section 32, and Section 31, all in Township 19 South, Range I East, and also in the North one-half of Section 6, Township 20, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at a 2 inch bar found locally accepted to be the Southwest corner of the Northeast quarter of the Northwest quarter of Section 32, Township 19 South, Range I East at the corner of an existing fence; thence run in a Northerly direction along said fence for a distance of 394.23 feet to a point; thence turn an angle to the right of 03 degrees, 45 minutes, 54 seconds and continue in a Northerly direction along said fence for a distance of 463.35 to a 3/4 inch rebar found; thence turn an angle to the right of 00 degrees, 04 minutes, 52 seconds and continue in a Northerly direction along said fence for a distance of 425.47 feet to 8 one-half inch rebar found; thence turn an angle to the left of 2 degrees, 53 minutes, 24 seconds and run in a Northerly direction for a distance of 1,202.37 feet to an iron pin found on the Southeast right-of-way line of Seaboard Coast Line Railroad; thence turn an angle to the left of 96 degrees, 08 minutes, 53 seconds and run in a Southwesterly direction along said Southeast right-of-way line for a distance of 1,156.52 feet to a point on a curve to the left having a central angle of 31 degrees, 22 minutes, 46 seconds and a radius of 1,802.00 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 986.91 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 3,375.32 feet to the center line of a creek; thence run in a Southwesterly direction along the meandering of the center line of said creek for a distance of 6,733 + feet to a point on the Northwest right-of-way line of Pumpkin Swamp Road, Shelby County Highway # 32 said point being on a curve to the right having a central angle of 13 degrees, 55 minutes, 24 seconds and a radius of 448.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 108.87 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 171.93 feet to a point on a curve to the left having a central angle of 44 degrees, 44 minutes, 37 seconds and a radius of 141.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 110.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 104.21 feet to a point on a curve to the left having a central angle of 11 degrees, 21 minutes, 14 second. and a radius of 1,241.60 feet; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 246.04 feet to a point on a reverse curve to the right having a central angle of 34 degrees, 03 minutes, 39 seconds and a radius of 1,007.80 feet; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 599.11 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along



said Northwest right-of-way line for a distance of 752.55 feet to a point on an curve to the right having a central angle of 14 degrees, 04 minutes, 12 seconds and a radius of 848.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 208.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 350.09 feet to a point on a curve to the right having a central angle of 32 degrees, 21 minutes, 08 seconds and a radius of 550.52 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 310.85 feet to a point on a reverse curve to the left having a central angle of 31 degrees, 12 minutes, 20 seconds and a radius of 531.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way line for a distance of 289.20 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northwest right-of-way line for a distance of 185.43 feet to a point on the west line of the Northeast quarter of the Southeast quarter of Section 31, Township 19 South, Range 1 East; thence turn an angle to the left of 44 degrees, 00 minutes, 54 seconds and run in a Northerly direction along said West line for a distance of 1,125.36 feet to a one and one-half inch solid bar locally accepted to be the Northwest corner of said quarter-quarter section; thence turn an angle to the left of 5 degrees, 12 minutes, 15 seconds and run in a Northerly direction for a distance of 334.06 feet to a one and one-half inch solid bar found; thence turn an angle to the right of 100 degrees, 09 minutes, 13 seconds and run in an Easterly direction for a distance of 1,333.70 feet to a one and one-half inch solid bar found; thence turn an angle to the left of 95 degrees, 00 minutes, 37 seconds and run in a Northerly direction for a distance of 181.18 feet to a one inch open tip iron found; thence turn an angle to the left of 9 degrees, 08 minutes, 24 seconds and run in a Northerly direction for a distance of 152.15 feet to a one inch open top iron found; thence turn an angle to the right of 101 degrees, 48 minutes, 37 seconds and run in a Easterly direction for a distance of 1,329.92 feet to an iron pin found; thence turn an angle to the right of 92 degrees, 00 minutes, 44 seconds and run in a Southerly direction for a distance of 495.12 feet to an iron pin found on the Northeast right-of-way line of said Pumpkin Swamp Road, Shelby County Highway # 32; thence turn an angle to the left of 77 degrees, 40 minutes, 30 seconds and run in a Southeasterly direction along said Northeast right-of-way line for a distance of 140.33 feet to a point on a curve to the right having a central angle of 24 degrees, 45 minutes, 52 seconds and a radius of 500.00 feet; thence run in a Southeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 216.11 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Northeast right-of-way line for a distance of 94.75 feet to a point on a curve to the left having a central angle of 58 degrees, 17 minutes, 05 seconds and a radius of 130.00 feet; thence run in a Southeasterly to Northeasterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 132.24 feet to a point; thence run tangent to last stated curve in a Northeasterly direction along said Northeast right-of-way line for a distance of 85.90 feet to a point; thence turn an angle to the left of 74 degrees, 00 minutes, 57 seconds and run in a Northerly direction for a distance of 572.26 feet to an iron pin found at the center line of a gas line right-of-way; thence turn an angle to the right of 71 degrees, 23 minutes, 53 seconds and run in a Northeasterly direction along the center line of said gas line for a distance of 1,200.43 feet to an iron pin found on the Southwest right-of-way line of Shelby County Highway # 51; thence turn an angle to the left of 87 degrees, 21 minutes, 10 seconds and run in a Northwesterly direction along said Southwest right-of-way line for a distance of 198.81 feet to a one half inch rebar found at the corner of a fence; thence turn an angle to the left of 70 degrees, 14 minutes, 55 seconds and run in a Westerly direction along said fence for a distance of 644.87 feet to the point; thence turn an angle to the right of 1 degree, 38 minutes, 37 seconds and continue in a Westerly direction along said fence for a distance of 986.36 feet to the point of beginning.

Also the following described parcel:

Commence at a 2 inch bar found locally accepted to be the Southwest corner of the Northeast quarter of the Northwest quarter of Section 32, Township 19 South, Range 1 East at the corner of an existing fence; thence run in a Northerly direction along said fence for a distance of 394.23 feet to a point; thence turn an angle to the right of 03 degrees, 45 minutes, 54 seconds and continue in a Northerly direction along said



fence for a distance of 463.35 feet to a 1/4 inch rebar found; thence turn an angle to the right of 00 degrees, 04 minutes, 52 seconds and continue in a Northerly direction along said fence for a distance of 425.47 feet to a one-half inch rebar found; thence turn an angle to the left of 2 degrees, 53 minutes, 24 seconds and run in a Northerly direction for a distance of 1,202.37 feet to an iron pin found on the Southeast right-of-way line of Seaboard Coast Line Railroad; thence turn an angle to the left of 96 degrees, 08 minutes, 53 seconds and run in a Southwesterly direction along said Southeast right-of-way line for a distance of 1,156.52 feet to a point on a curve to the left having a central angle of 31 degrees, 22 minutes, 46 seconds and a radius of 1,802.00 feet; thence run in a Southwesterly direction along the arc of said curve and also along said Southeast right-of-way line for a distance of 986.91 feet to a point; thence run tangent to last stated curve in a Southwesterly direction along said Southeast right-of-way line for a distance of 3,375.32 feet to the point of beginning; thence continue along last stated course for a distance of 1,408.88 feet to the center line of a wet weather stream; thence run in a southeasterly direction along the meanderings of the center line of said stream for a distance of 748 +/-feet to the center line of a creek; thence run in a Northeasterly direction along the meanderings of the center line of said creek for a distance of 2,211 +/-feet to the point of beginning.

Less and except the following:

Commence at the Southwest corner of Section 31, Township 19 South, Range 1 East and run Easterly along the South line of said Section 31 for 2,210.52 feet; thence run North 00 degrees, 11 minutes, 12 seconds West for 886.25 feet to the point of beginning of the tract of land herein described; thence run North 26 degrees, 48 minutes, 43 seconds East for 831.74 feet; thence run North 61 degrees, 23 minutes, 06 seconds West for 1,057.26 feet to a point on the West right of way line of a proposed 60 foot wide street right of way; thence run South 16 degrees, 46 minutes, 05 seconds East for 9.60 feet to the point of beginning of a curve to the right having a radius of 420.00 feet; thence run along said curve and said right of way line a chord bearing of South 02 degrees, 32 minutes, 03 seconds East for 208.68 feet to the point of a tangent to said curve; thence run South 11 degrees, 41 minutes, 58 seconds West along said tangent and said right of way line for 275.31 feet to the point of beginning of a curve to the left having a radius of 600.00 feet; thence run along said curve and said right of way line a chord bearing of South 03 degrees, 54 minutes, 38 seconds East for 326.94 feet to the point of a tangent to said curve; thence run South 19 degrees, 31 minutes, 14 seconds East along said tangent for 113.53 feet to the point of beginning of a curve to the right having a radius of 395.00 feet; thence run along said curve and said right of way line a chord bearing of South 15 degrees, 18 minutes, 30 seconds East for 58.08 feet; thence run South 62 degrees, 56 minutes, 01 seconds West for 1,113.52 feet to the point of beginning.

1. Less and except the following:

A TRACT OF LAND SITUATED IN SECTIONS 31 AND 32, BOTH IN TOWNSHIP 19 SOUTH, RANGE 1 EAST AND ALSO SECTION 6, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 1 EAST AND THENCE RUN NORTH 89 DEGREES, 50 MINUTES, 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 31 FOR 1,850.91 FEET TO A POINT ON A MEANDERING LINE OF THE CENTERLINE OF AN UN-NAMED CREEK AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN THE FOLLOWING COURSE ALONG SAID CREEK MEANDER LINE UNTIL NOTED OTHERWISE; THENCE RUN NORTH 05 DEGREES, 26 MINUTES, 23 SECONDS EAST FOR 117.03 FEET; THENCE RUN NORTH 16 DEGREES, 36 MINUTES, 47 SECONDS WEST FOR 299.52 FEET; THENCE RUN NORTH 03 DEGREES, 38 MINUTES, 20 SECONDS EAST FOR 273.01 FEET TO THE END OF SAID CREEK MEANDER LINE AND A POINT ON THE NORTHERLY LINE OF A COLONIAL PIPELINE COMPANY EASEMENT; THENCE RUN NORTH 62 DEGREES, 56 MINUTES, 01 SECONDS EAST ALONG SAID COLONIAL PIPELINE EASEMENT FOR 1,577.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF CHELSEA PARK TRAIL AND THE POINT OF BEGINNING OF A

NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 78 DEGREES 54 MINUTES 14 SECONDS WEST, A RADIAL DISTANCE OF 395.00 FEET; THENCE RUN NORTHERLY ALONG SAID ROAD RIGHT-OF-WAY AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 08 DEGREES, 25 MINUTES, 28 SECONDS, FOR 58.08 FEET; THENCE RUN NORTH 19 DEGREES, 31 MINUTES, 14 SECONDS WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 113.53 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 13 MINUTES, 13 SECONDS; THENCE RUN NORTHERLY ALONG SAID ROAD RIGHT-OF-WAY AND SAID CURVE FOR 326.94 FEET; THENCE RUN NORTH 11 DEGREES, 41 MINUTES, 58 SECONDS EAST ALONG SAID ROAD RIGHT-OF-WAY FOR 275.31 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES, 28 MINUTES, 03 SECONDS; THENCE RUN NORTHERLY ALONG SAID ROAD RIGHT-OF-WAY AND SAID CURVE FOR 208.68 FEET; THENCE RUN NORTH 16 DEGREES, 46 MINUTES 05 SECONDS WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 9.60 FEET TO A POINT ON THE SOUTHERLY LINE OF A PLANTATION PIPE LINE EASEMENT; THENCE RUN SOUTH 61 DEGREES, 11 MINUTES, 04 SECONDS WEST ALONG SAID PLANTATION PIPELINE EASEMENT FOR 1,791.05 FEET TO A POINT ON A MEANDERING LINE OF THE CENTERLINE OF AN UN-NAMED CREEK; THENCE RUN ALONG SAID MEANDERING LINE OF THE CENTERLINE OF THE UNNAMED CREEK THE FOLLOWING COURSES, NORTH 24 DEGREES, 31 MINUTES, 54 SECONDS WEST FOR 56.31 FEET; THENCE RUN NORTH 17 DEGREES, 00 MINUTES, 05 SECONDS WEST FOR 322.45 FEET; THENCE RUN NORTH 40 DEGREES, 03 MINUTES, 37 SECONDS WEST FOR 219.18 FEET; THENCE RUN NORTH 18 DEGREES, 30 MINUTES, 13 SECONDS WEST FOR 197.19 FEET; THENCE RUN NORTH 31 DEGREES, 04 MINUTES, 47 SECONDS WEST FOR 171.92 FEET; THENCE RUN NORTH 00 DEGREES, 49 MINUTES, 57 SECONDS WEST FOR 255.56 FEET; THENCE RUN SOUTH 82 DEGREES, 27 MINUTES, 26 SECONDS WEST FOR 60.88 FEET; THENCE RUN NORTH 83 DEGREES, 39 MINUTES, 53 SECONDS WEST FOR 131.36 FEET; THENCE RUN NORTH 68 DEGREES, 32 MINUTES, 47 SECONDS WEST FOR 86.54 FEET; THENCE RUN NORTH 55 DEGREES, 56 MINUTES, 31 SECONDS WEST FOR 120.48 FEET; THENCE RUN NORTH 35 DEGREES, 58 MINUTES, 32 SECONDS WEST FOR 113.05 FEET; THENCE RUN NORTH 03 DEGREES, 50 MINUTES, 58 SECONDS WEST FOR 127.89 FEET; THENCE RUN NORTH 07 DEGREES 26 MINUTES, 49 SECONDS WEST FOR 44.62 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CSX RAILROAD; THENCE RUN NORTH 54 DEGREES, 03 MINUTES, 11 SECONDS EAST ALONG SAID RAILROAD RIGHT-OF-WAY FOR 807.55 FEET; THENCE RUN NORTH 54 DEGREES, 02 MINUTES, 57 SECONDS EAST ALONG SAID RAILROAD RIGHT-OF-WAY FOR 1,783.84 FEET; THENCE RUN SOUTH 64 DEGREES, 37 MINUTES, 15 SECONDS EAST FOR 540.25 FEET; THENCE RUN SOUTH 33 DEGREES, 06 MINUTES, 42 SECONDS WEST FOR 342.99 FEET; THENCE RUN SOUTH 24 DEGREES, 59 MINUTES, 57 SECONDS WEST FOR 60.04 FEET; THENCE RUN SOUTH 18 DEGREES 43 MINUTES, 32 SECONDS WEST FOR 529.03 FEET; THENCE RUN SOUTH 62 DEGREES, 47 MINUTES, 42 SECONDS WEST FOR 712.81 FEET; THENCE RUN SOUTH 06 DEGREES, 27 MINUTES 24 SECONDS EAST FOR 284.54 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF CHELSEA PARK TRAIL AND THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 51 DEGREES, 16 MINUTES, 24 SECONDS EAST, A RADIAL DISTANCE OF 100.00 FEET; THENCE RUN THE FOLLOWING COURSE ALONG SAID ROAD RIGHT-OF-WAY UNTIL NOTED OTHERWISE; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 121.16 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 625.00 FEET AND A CENTRAL ANGLE OF 39 DEGREES, 58 MINUTES, 36 SECONDS; THENCE RUN EASTERLY ALONG SAID CURVE FOR 436.08 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 80 DEGREES, 12 MINUTES, 02 SECONDS; THENCE RUN

EASTERLY ALONG SAID CURVE FOR 69.99 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 790.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES, 21 MINUTES, 14 SECONDS; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR 404.73 FEET; THENCE RUN NORTH 60 DEGREES, 58 MINUTES, 58 SECONDS EAST FOR 162.32 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, 00 SECONDS; THENCE RUN NORTHERLY ALONG SAID CURVE FOR 39.27 FEET; THENCE RUN NORTH 60 DEGREES, 58 MINUTES, 58 SECONDS EAST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 60 DEGREES, 58 MINUTES, 58 SECONDS EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES, 00 SECONDS, FOR 39.27 FEET; THENCE RUN NORTH 60 DEGREES, 58 MINUTES, 58 SECONDS EAST FOR 70.24 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,320.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES, 34 MINUTES, 49 SECONDS; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR 1,073.13 FEET; THENCE RUN NORTH 14 DEGREES, 24 MINUTES, 09 SECONDS EAST FOR 136.39 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,075.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES, 46 MINUTES, 38 SECONDS; THENCE RUN NORTHEASTERLY ALONG SAID CURVE FOR 427.35 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 65 DEGREES, 08 MINUTES, 07 SECONDS; THENCE RUN NORTHERLY ALONG SAID CURVE FOR 198.94 FEET; THENCE RUN NORTH 58 DEGREES, 45 MINUTES, 32 SECONDS EAST FOR 60.11 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 62 DEGREES, 27 MINUTES, 50 SECONDS EAST, A RADIAL DISTANCE OF 50.00 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 66 DEGREES, 03 MINUTES, 39 SECONDS, FOR 57.65 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 100 DEGREES, 18 MINUTES, 25 SECONDS; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 175.07 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 65 DEGREES, 59 MINUTES, 40 SECONDS; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 57.59 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 470.36 FEET AND A CENTRAL ANGLE OF 39 DEGREES, 30 MINUTES, 32 SECONDS; THENCE RUN EASTERLY ALONG SAID CURVE FOR 324.34 FEET; THENCE RUN NORTH 81 DEGREES, 12 MINUTES, 25 SECONDS EAST FOR 38.30 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES, 24 MINUTES, 18 SECONDS; THENCE RUN EASTERLY ALONG SAID CURVE FOR 479.88 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES, 47 MINUTES, 03 SECONDS; THENCE RUN EASTERLY ALONG SAID CURVE FOR 36.99 FEET; THENCE RUN SOUTH 46 DEGREES, 10 MINUTES, 20 SECONDS EAST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 46 DEGREES, 10 MINUTES, 20 SECONDS EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES, 47 MINUTES, 03 SECONDS, FOR 36.99 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 28 DEGREES, 24 MINUTES, 11 SECONDS; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 287.52 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 84 DEGREES, 47 MINUTES, 03 SECONDS; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 36.99 FEET; THENCE RUN SOUTH 07 DEGREES,



20 MINUTES, 15 SECONDS EAST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 07 DEGREES, 20 MINUTES, 14 SECONDS EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84 DEGREES, 43 MINUTES, 23 SECONDS, FOR 36.97 FEET; THENCE RUN SOUTH 02°03'37" EAST FOR 147.92 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES, 26 MINUTES, 56 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 249.12 FEET TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89 DEGREES, 14 MINUTES, 36 SECONDS; THENCE RUN EASTERLY ALONG SAID CURVE FOR 38.94 FEET; THENCE RUN SOUTH 41 DEGREES, 46 MINUTES, 09 SECONDS EAST FOR 61.58 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 28 DEGREES, 45 MINUTES, 10 SECONDS EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 103 DEGREES, 37 MINUTES, 00 SECONDS, FOR 45.21 FEET; THENCE RUN SOUTH 70 DEGREES, 46 MINUTES, 32 SECONDS WEST FOR 64.65 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 50°08'29" WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78 DEGREES, 53 MINUTES, 39 SECONDS, FOR 34.42 FEET; THENCE RUN NORTH 39 DEGREES, 24 MINUTES, 49 SECONDS WEST FOR 61.05 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 28 DEGREES, 45 MINUTES, 11 SECONDS WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES, 37 MINUTES, 08 SECONDS, FOR 39.54 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES, 18 MINUTES, 41 SECONDS; THENCE RUN NORTHERLY ALONG SAID CURVE FOR 276.47 FEET; THENCE RUN NORTH 02 DEGREES, 03 MINUTES, 37 SECONDS WEST FOR 137.76 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 95 DEGREES, 16 MINUTES, 37 SECONDS; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR 41.57 FEET; THENCE RUN NORTH 07 DEGREES, 25 MINUTES, 31 SECONDS WEST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 07 DEGREES, 20 MINUTES, 15 SECONDS WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES, 22 MINUTES, 46 SECONDS, FOR 42.05 FEET TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES, 04N MINUTES, 35 SECONDS; THENCE RUN NORTHWESTERLY ALONG SAID CURVE FOR 236.66 FEET TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 96 DEGREES, 22 MINUTES, 46 SECONDS; THENCE RUN WESTERLY ALONG SAID CURVE FOR 42.05 FEET; THENCE RUN NORTH 46 DEGREES, 10 MINUTES, 20 SECONDS WEST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 46 DEGREES, 10 MINUTES, 20 SECONDS WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES, 22 MINUTES, 46 SECONDS, FOR 42.05 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES, 14 MINUTES, 29 SECONDS; THENCE RUN WESTERLY ALONG SAID CURVE FOR 419.67 FEET; THENCE RUN SOUTH 81 DEGREES, 12 MINUTES, 25 SECONDS WEST FOR 38.30 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 530.36 FEET AND A CENTRAL ANGLE OF 36



DEGREES, 36 MINUTES, 25 SECONDS; THENCE RUN WESTERLY ALONG SAID CURVE FOR 338.85 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 174.89 FEET AND A CENTRAL ANGLE OF 84 DEGREES, 28 MINUTES, 56 SECONDS; THENCE RUN WESTERLY ALONG SAID CURVE FOR 257.87 FEET TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 1015.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES, 57 MINUTES, 43 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 335.91 FEET; THENCE RUN SOUTH 14 DEGREES, 24 MINUTES, 09 SECONDS WEST FOR 136.39 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,380.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES, 10 MINUTES, 09 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 293.10 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES, 45 MINUTES, 24 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 38.29 FEET; THENCE RUN SOUTH 28 DEGREES, 48 MINUTES, 54 SECONDS WEST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 28 DEGREES, 48 MINUTES, 54 SECONDS WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87 DEGREES, 45 MINUTES, 24 SECONDS, FOR 38.29 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,380.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES, 55 MINUTES, 27 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 720.74 FEET; THENCE RUN SOUTH 60 DEGREES, 58 MINUTES, 58 SECONDS WEST FOR 70.24 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 39.27 FEET; THENCE RUN SOUTH 60 DEGREES, 58 MINUTES, 58 SECONDS WEST FOR 60.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 60 DEGREES, 58 MINUTES, 58 SECONDS WEST, A RADIAL DISTANCE OF 25.00 FEET; THENCE RUN WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, FOR 39.27 FEET; THENCE RUN SOUTH 60 DEGREES, 58 MINUTES, 58 SECONDS WEST FOR 125.00 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 720.00 FEET AND A CENTRAL ANGLE OF 32 DEGREES, 02 MINUTES, 25 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 402.63 FEET TO THE POINT OF BEGINNING OF A COMPOUND CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 81 DEGREES, 02 MINUTES, 13 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 70.72 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 617.00 FEET AND A CENTRAL ANGLE OF 25 DEGREES, 51 MINUTES, 42 SECONDS; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE FOR 278.50 FEET; THENCE RUN SOUTH 63 DEGREES, 46 MINUTES, 03 SECONDS WEST FOR 5.00 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 62 DEGREES, 17 MINUTES, 22 SECONDS WEST, A RADIAL DISTANCE OF 560.56 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES, 54 MINUTES, 38 SECONDS, FOR 38.26 FEET; THENCE LEAVING SAID ROAD RIGHT-OF-WAY RUN NORTH 61 DEGREES, 26 MINUTES, 35 SECONDS EAST FOR 866.85 FEET; THENCE RUN SOUTH 06 DEGREES, 51 MINUTES, 29 SECONDS EAST FOR 251.06 FEET; THENCE RUN SOUTH 01 DEGREES, 39 MINUTES, 14 SECONDS EAST FOR 1,125.36 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF PUMPKIN SWAMP ROAD; THENCE RUN THE FOLLOWING COURSES ALONG SAID ROAD RIGHT-OF-WAY UNTIL NOTED OTHERWISE; THENCE RUN SOUTH 42 DEGREES, 21 MINUTES, 40 SECONDS WEST FOR 185.43 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 531.00 FEET AND A CENTRAL ANGLE OF 31



DEGREES, 12 MINUTES, 19 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 289.20 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 550.52 FEET AND A CENTRAL ANGLE OF 32 DEGREES, 21 MINUTES, 07 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 310.85 FEET; THENCE RUN SOUTH 41 DEGREES, 12 MINUTES, 51 SECONDS WEST FOR 350.09 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 848.00 FEET AND A CENTRAL ANGLE OF 14 DEGREES, 04 MINUTES, 12 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 208.24 FEET; THENCE RUN SOUTH 27 DEGREES, 08 MINUTES, 39 SECONDS WEST FOR 752.55 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,007.80 FEET AND A CENTRAL ANGLE OF 34 DEGREES, 03 MINUTES, 38 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 599.11 FEET TO THE POINT OF BEGINNING OF A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 1,241.60 FEET AND A CENTRAL ANGLE OF 11 DEGREES, 25 MINUTES, 02 SECONDS; THENCE RUN SOUTHERLY ALONG SAID CURVE FOR 247.41 FEET; THENCE RUN SOUTH 04 DEGREES, 30 MINUTES, 03 SECONDS WEST FOR 102.86 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 141.00 FEET AND A CENTRAL ANGLE OF 44 DEGREES, 37 MINUTES, 57 SECONDS; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE FOR 109.84 FEET; THENCE RUN SOUTH 49 DEGREES, 08 MINUTES, 00 SECONDS WEST FOR 171.96 FEET TO THE POINT OF BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 42 DEGREES, 20 MINUTES, 51 SECONDS EAST, A RADIAL DISTANCE OF 448.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11 DEGREES, 48 MINUTES, 03 SECONDS, FOR 92.27 FEET TO THE END OF SAID ROAD RIGHT-OF-WAY AND A POINT ON A MEANDERING LINE OF THE CENTERLINE OF AN UN-NAMED CREEK; THENCE RUN ALONG SAID MEANDERING LINE OF THE CENTERLINE OF THE UN-NAMED CREEK THE FOLLOWING COURSES, NORTH 54 DEGREES, 20 MINUTES, 08 SECONDS WEST FOR 115.21 FEET; THENCE RUN NORTH 09 DEGREES, 31 MINUTES, 51 SECONDS WEST FOR 422.17 FEET; THENCE RUN NORTH 37 DEGREES, 58 MINUTES, 17 SECONDS WEST FOR 319.73 FEET; THENCE RUN NORTH 19 DEGREES, 34 MINUTES, 57 SECONDS WEST FOR 277.15 FEET; THENCE RUN NORTH 13 DEGREES, 04 MINUTES, 09 SECONDS WEST FOR 267.90 FEET; THENCE RUN NORTH 05 DEGREES, 26 MINUTES, 23 SECONDS EAST FOR 22.37 FEET TO THE POINT OF BEGINNING.

Note: The above "less and except" description includes, but is not limited to, the following:

- a. Plat of Chelsea Park 7th Sector, 1st addition, as recorded in Map Book 37, page 120, in the Probate Office of Shelby County, Alabama.
- b. Plat of Chelsea Park 8th Sector, Phase 1, as recorded in Map Book 39, Page 47, in the Probate Office of Shelby County, Alabama.
- c. Plat of Chelsea Park 10th Sector as recorded in Map Book 37, Page 12, in the Probate Office of Shelby County, Alabama.
- d. Plat of Chelsea Park 11th Sector as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama.
- e. Road Dedication No. 1 according to the Plat of Chelsea Park, as recorded in Map Book 37, Page 107A, in the Probate Office of Shelby County, Alabama.
- f. Road Dedication No. 1 according to the Plat of Chelsea Park, as recorded in Map Book 37, Page 107B, in the Probate Office of Shelby County, Alabama.
- g. Road Dedication No. 1 according to the Plat of Chelsea Park, as recorded in Map Book 37, Page 107C, in the Probate Office of Shelby County, Alabama.
- h. Road Dedication No. 1 according to the Plat of Chelsea Park, as recorded in Map Book 37, Page 107D, in the Probate Office of Shelby County, Alabama.

- i. Road Dedication No. 1 according to the Plat of Chelsea Park, as recorded in Map Book 37, Page 107E, in the Probate Office of Shelby County, Alabama.
2. Less and except the property conveyed to Alabama Power by deed recorded as Instrument No. 20061221000622300 in the Probate Office of Shelby County, Alabama.

Tract V:

TRACT V:

1. Lots 7-26, 7-27, 7-36, 7-37, 7-38, 7-39, 7-40, 7-41, 7-42, 7-43, 7-44, 7-45, 7-47, 7-115, 7-116, 7-117, 7-118, 7-238, 7-239, 7-241, and 7-244 according to the Plat of Chelsea Park 7th Sector, 1st addition, as recorded in Map Book 37, Page 120, in the Probate Office of Shelby County, Alabama;
2. Lots 801, 802, 803, 804, 805, 806, 807, 842, 843, 844, 845, 846, 847, 848, 849, and 850 according to the Plat of Chelsea Park 8th Sector, Phase 1, as recorded in Map Book 39, Page 47, in the Probate Office of Shelby County, Alabama;
3. Lots 10-1, 10-2, 10-4, 10-5, 10-23, 10-24, 10-25, and 10-26 according to the Plat of Chelsea Park, 10th Sector, as recorded in Map Book 37, Page 12, in the Probate Office of Shelby County, Alabama;
4. Lots 11-01, 11-02, 11-03, 11-04, 11-05, 11-06, 11-07, 11-08, 11-09, 11-10, 11-11, 11-12, 11-13, 11-14, 11-18, 11-19, 11-20, 11-21, 11-22, 11-23, 11-24, 11-25, 11-26, 11-27, 11-28, 11-29, 11-30, 11-31, 11-32, 11-33, 11-34, and 11-35 according to the Plat of Chelsea Park 11th Sector, as recorded in Map Book 37, Page 95, in the Probate Office of Shelby County, Alabama; and
5. Chelsea Park Sector 12, as more particularly described as follows:
Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ both in Section 31, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:
Beginning at an existing 1 $\frac{1}{2}$ " solid iron bar being the locally accepted Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 31, run in a Southerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 808.38 feet to an existing iron rebar being on the North line of the Colonial Pipeline Easement; thence turn an angle to the right of 65 degrees 57 minutes 54 seconds and run in a Southwesterly direction along the North line of the Colonial Pipeline Easement for a distance of 364.78 feet; thence turn an angle to the left of 1 degree 08 minutes 18 seconds and run in a Southwesterly direction along the North line of the Colonial Pipeline Easement for a distance of 486.25 feet to an existing iron rebar being on a curve, said curve being concave in a Southwesterly direction having a central angle of 6 degrees 12 minutes 49 seconds and a radius of 427.60 feet; thence turn an angle to the right (100 degrees 24 minutes 48 seconds to the chord of said curve) and run in a Northwesterly direction along the arc of said curve for a distance of 46.37 feet to the point of ending of said curve; thence run in a Northwesterly direction along the line tangent to the end of said curve for a distance of 113.53 feet to the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 31 degrees 13 minutes 13 seconds and a radius of 540.0 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 294.24 feet to an existing iron rebar being the point of ending of said curve; thence run in a Northeasterly direction along the line tangent to the end of said curve for a distance of 225.03 feet to the point of beginning of a new curve, said latest curve being concave in a Westerly direction and having a central angle of 28 degrees 40 minutes 18 seconds and a radius of 605.0 feet; thence turn an angle to the left and run in a Northerly direction along the arc of said curve for a distance of 302.75 feet to an existing iron rebar being on the South right-of-way line of the Plantation Pipeline Company Easement; thence turn an angle to the right (63 degrees 49 minutes 25 seconds from the chord of the last mentioned curve) and run in a Northeasterly direction along the South line of the Plantation Pipeline Company Easement for a distance of 119.43 feet; thence turn an angle to the left of 0 degrees 5 minutes 17 seconds and run in a Northeasterly direction along the Southeast line of the Plantation Pipeline Company Easement for a distance of 743.10 feet to an existing iron rebar; thence turn an angle to the right of 112 degrees 02

minutes 33 seconds and run in a Southeasterly direction for a distance of 193.50 feet, more or less, to the point of beginning.

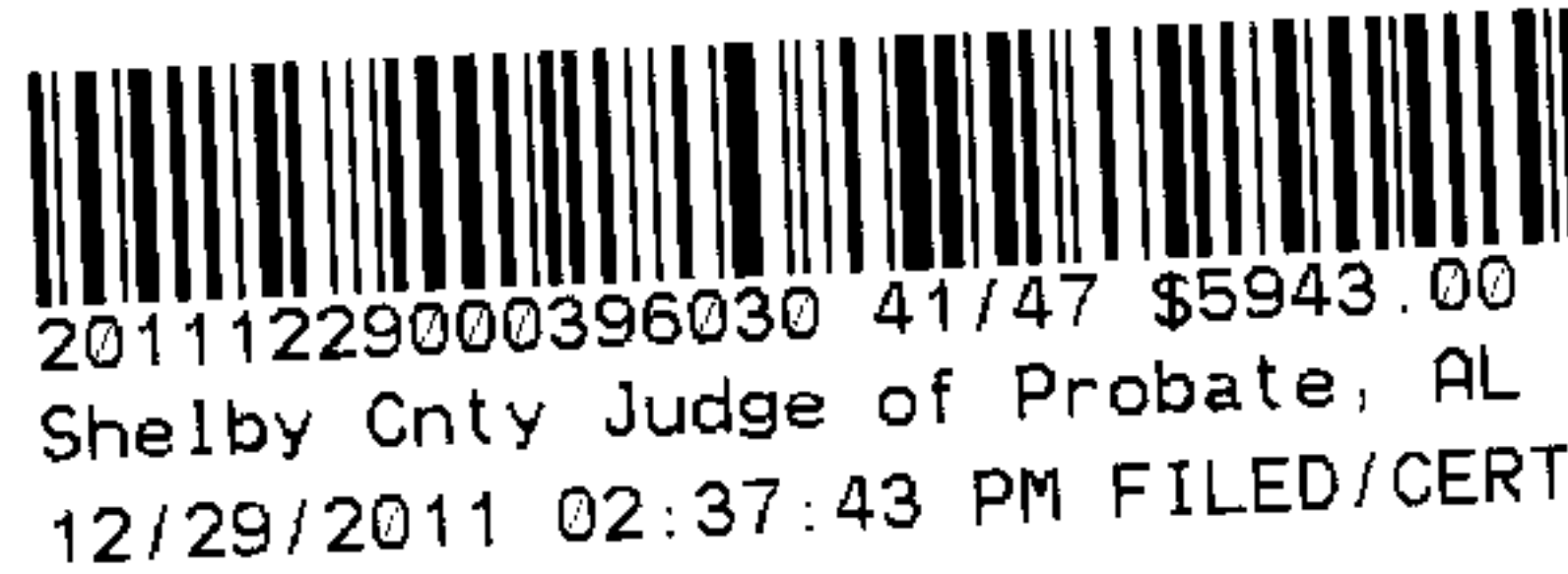
6. Part of the South $\frac{1}{2}$ of Section 31, Township 19 South, Range 1 East and part of the North $\frac{1}{2}$ of Section 6, Township 20 South, Range 1 East, Shelby County, Alabama, all being more particularly described as follows:

From the Southwest corner of Section 31, run in an Easterly direction along the South line of said Section 31 for a distance of 1,843.71 feet to the point of beginning; thence turn an angle to the left of 84 degrees 14 minutes 55 seconds and run in a Northeasterly direction for a distance of 106.80 feet; thence turn an angle to the left of 22 degrees 03 minutes 10 seconds and run in a Northwesterly direction for a distance of 299.52 feet; thence turn an angle to the right of 20 degrees 15 minutes 07 seconds and run in a Northeasterly direction for a distance of 280.23 feet to the point of intersection with the North right-of-way line of the Colonial Pipeline Company Easement; thence turn an angle to the right of 58 degrees 42 minutes 41 seconds and run in a Northeasterly direction along the Northwest easement line of the Colonial Pipeline Company Easement for a distance of 73.17 feet; thence turn an angle to the left of 0 degrees 04 minutes 11 seconds and run in a Northeasterly direction along the Northwest right-of-way line of the Colonial Pipeline Company Easement for a distance of 749.80 feet; thence turn an angle to the right of 0 degrees 40 minutes 52 seconds and run in a Northeasterly direction along the Northwest right-of-way line of the Colonial Pipeline Company Easement for a distance of 1,266.07 feet; thence turn an angle to the right of 1 degree 08 minutes 18 seconds and run in a Northeasterly direction along the Northwest right-of-way line of the Colonial Pipeline Company Easement for a distance of 364.78 feet; thence turn an angle to the right of 114 degrees 02 minutes 06 seconds and run in a Southerly direction for a distance of 316.98 feet to an existing iron rebar being on the Northwest right-of-way line of Shelby County Road #32 and also being know as Pumpkin Swamp Road; thence turn an angle to the right of 44 degrees 00 minutes 54 seconds and run in a Southwesterly direction along the Northwest right-of-way line of Pumpkin Swamp Road for a distance of 185.43 feet to the point of beginning of a curve, said curve being concave in a Northwesterly direction and having a central angle of 31 degrees 12 minutes 19 seconds and a radius of 531.0 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve for a distance of 289.20 feet to the point of ending of said curve and the point of beginning of a new curve, said new curve being concave in a Southeasterly direction and having a central angle of 32 degrees 21 minutes 07 seconds and a radius of 550.52 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve for a distance of 310.85 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve for a distance of 350.09 feet to the point of beginning of a new curve still being on the Northwest right-of-way line of said Shelby County Road #32, said latest curve being concave in a Southeasterly direction and having a central angle of 14 degrees 04 minutes 12 seconds and a radius of 848.0 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve and along the Northwest right-of-way line of said Shelby County Road #32 for a distance of 208.24 feet to the point of ending of said curve; thence in a Southwesterly direction along the line tangent to the end of said curve and along the Northwest right-of-way line of said Pumpkin Swamp Road for a distance of 752.55 feet to the point of beginning of a new curve, said new curve being concave in an Easterly direction and having a central angle of 34 degrees 03 minutes 39 seconds and a radius of 1,007.80 feet; thence turn an angle to the left and run in a Southwesterly and Southerly direction along the arc of said curve and along the Northwest right-of-way line of Pumpkin Swamp Road for a distance of 599.11 feet to the point of reverse curve, said newest curve being concave in a Westerly direction and having a central angle of 11 degrees 27 minutes 11 seconds and a radius of 1,229.26 feet; thence turn an angle to the right and run in a Southerly direction along the arc of said curve for a distance of 245.72 feet to the point of ending of said curve; thence run in a Southwesterly direction along the line tangent to the end of said curve and along the West right-of-way line of said Pumpkin Swamp Road for a distance of 104.20 feet, to the point of beginning of a new curve, said new curve being concave in a Northwesterly direction and having a central angle of 44 degrees 38 minutes 14 seconds and a radius of 141.35 feet; thence turn an angle to the right and run in a Southwesterly direction along the arc of said curve and along the Northwest right-of-way line of Pumpkin

Swamp Road for a distance of 110.13 feet to the point of ending of said curve; thence run in a Southwesterly direction along the Northwest right-of-way line of Pumpkin Swamp Road and along the line tangent to the end of last curve for a distance of 171.80 feet to the point of beginning of a new curve, said latest curve being concave in a Southeasterly direction and having a central angle of 13 degrees 56 minutes 24 seconds and a radius of 448.0 feet; thence turn an angle to the left and run in a Southwesterly direction along the arc of said curve and along the Northwest right-of-way line of Pumpkin Swamp Road for a distance of 109.0 feet; thence turn an angle to the right (83 degrees 37 minutes 15 seconds from the chord of last mentioned curve) and run in a Northwesterly direction for a distance of 115.21 feet; thence turn an angle to the right of 44 degrees 48 minutes 17 seconds and run in a Northwesterly direction for a distance of 422.17 feet; thence turn an angle to the left of 28 degrees 26 minutes 26 seconds run in a Northwesterly direction for a distance of 319.73 feet; thence turn an angle to the right of 18 degrees 23 minutes 20 seconds and run in a Northwesterly direction for a distance of 277.15 feet; thence turn an angle to the right of 6 degrees 30 minutes 48 seconds and run in a Northwesterly direction for a distance of 267.90 feet; thence turn an angle to the right of 18 degrees 30 minutes 32 seconds and run in a Northeasterly direction for a distance of 32.60 feet, more or less, to the point of beginning.

Less and except:

Plat of Chelsea Park 8th Sector, Phase I, as recorded in Map Book 39, Page 47, in the Probate Office of Shelby County, Alabama.





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Exhibit B

to

Mortgage and Security Agreement between Chelsea Park Holding, LLC and Bryant Bank

Permitted Encumbrances

1. Taxes and assessments for the year 2012 and subsequent years and not yet due and payable.
2. All rights and powers expressly granted and all rights and powers necessary and incidental to accomplish the purposes of the Chelsea Park Improvement Districts and The Chelsea Park Cooperative District, including but not limited to the power to levy assessments and enter into agreements, contracts, options, leases, deeds, easements, and other instruments.
3. Easement(s), building line(s) and restriction(s) as shown on recorded maps. (All Lots)
4. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein. (All Lots)

Tract II Exceptions

5. Easement(s), building lines(s) and restrictions(s) as shown on recorded maps. (All lots)
6. Title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein. (All Lots)
7. Declaration of easements and Master Protective Covenants for Chelsea Park appearing of record in Inst. No. 20041014000566950 (All lots); Declaration of Covenants for Chelsea Park First Sector, Phase I and II as recorded in Inst. No. 20041026000590790; Declaration of Covenants for Chelsea Park First Sector, Phase III and IV as recorded in Inst. No. 20060605000263850; Declaration of Covenants for Chelsea Park, Fourth Sector as recorded in Inst. No. 20050425000195430; Declaration of Covenants for Chelsea Park, Third and Sixth Sectors as recorded in Inst. No. 20060720000351160 as amended and restated in Inst. No. 20111130000360960 as supplemented by Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park 6th Sector as recorded in Inst. No. 20111123000355310, by Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park 6th Sector, Third Addition as recorded in Inst. No. 20111122000354260 and by Supplemental Declaration and Amendment to Declaration of Covenants for Chelsea Park 6th Sector, Fourth Addition as recorded in Inst. No. 20111122000354280, and all covenants, conditions, restrictions and liens for assessments contained therein.
8. Right-of-way granted to BellSouth Telecommunications recorded in Inst. No. 20050923000496730. (Lots 1-168 and 1-94; 1-91A and 1-92A)
9. Notice of final assessments by the Chelsea Park Improvement District One as recorded in Inst.

- No. 20050209000066520; District Two recorded in Inst. No. 20050209000065530 and District Three recorded in Inst. No. 20050209000065540.
10. Easement to Town of Chelsea as recorded in Inst. No. 20040107000012460.
 11. Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Inst. No. 20050714000353260.
 12. Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvements District One Articles of Incorporation as recorded in Inst. No. 20041223000699620.
 13. Supplemental Declaration and amendment to Declaration of Covenants for Chelsea Park First Sector Phase 3 and 4 as recorded in Inst. No. 20060605000263850.
 14. Declaration of Restrictive Covenants as set out in Inst. No. 20030815000539670 and Inst. No. 2005122200659740.
 15. Conservation Easement and Declaration of Restrictions and Covenants as recorded in Inst. No. 20031222000822880; Inst. No. 20041228000703980 and Inst. No. 20041228000703990.
 16. Easement Agreement between Chelsea Park Investments, Ltd. Chelsea Park, Inc. and Chelsea Park Properties, Ltd. as set forth in Inst. No. 20040816000457750.
 17. Restrictive Covenants and grant of land easements to Alabama Power Company recorded in Inst. No. 2005020300056190 and Instrument No. 20051031000564110(Sectors 2,3 and 4) Inst. No. 2005020300056200 (Sector I Phase I) Inst. No. 200501031000564080 (Sector I Phase III), Inst. No. 20060828000422540 (Sector 6 Phase I) and Inst No. 20060630000314940.
 18. Easement to Alabama Power Company as recorded in Deed Book 112, Page 111.
 19. Release from damages as recorded in Inst. No. 20060424000189000, Inst. No. 20060720000351150 and Instrument No. 20040922000521690.
 20. Easement to Level 3 Communications, LLC recorded in Inst. No. 2000-0007 and Inst. No. 2000-0671.
 21. Easement to Colonial Pipeline Company recorded in Deed Book 253, Page 324.
 22. Easements, covenants, conditions, restrictions and reservations and agreements recorded in Inst. No. 20040816000457750.
 23. Notice of Final Assessment of Real Property as recorded in Inst. No. 20050209000065530.
 24. Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvements District Two Articles of Incorporation as recorded in Inst. No. 20041223000699630.
 25. Declaration of Easements and Master Protective Covenants for Chelsea Park, a Residential Subdivision, as set out in instrument recorded in Inst. No. 20041014000566950 in the Probate Office of Shelby County, Alabama along with Articles of Incorporation of Chelsea Park

Residential Association, Inc. as recorded in Instrument No. 200413 at Page 8336, in the Probate Office of Jefferson County, Alabama and By-Laws thereof, along with Declaration of Covenants, Conditions and Restrictions for Chelsea Park 9th Sector, as recorded in Instrument No. 20051229000659740 and Instrument No. 20060920000468120, in said Probate Office.

26. Declaration of Restrictive Covenants as recorded in Instrument No. 20030815000539670 in said Probate Office.
27. Right of way granted to Alabama Power Company as set forth in Instrument No. 20060630000314940; Instrument No. 20050203000056210, Instrument No. 20060828000422650 and Instrument No. 20051031000564090.
28. Covenants, releasing predecessor in title from any liability arising from sinkholes, limestone formations, soil conditions or any other known or unknown surface or subsurface conditions that may now or hereafter exist or occur or cause damage to subject property, as shown by instruments recorded in Instrument No. 20061229000634390 in said Probate.
29. Release from damages contained in deed recorded in Instrument No. 20110915000274030.
30. Less and except any part of subject property lying within the bounds of roads.
31. Less and except any part of subject property lying within a Railroad Right of Way.

Tract III Exceptions

32. Easement to Level 3 Communications, LLC recorded in Inst. No. 2000-0007 and Inst 2000-0671.
33. Easement to Colonial Pipeline Company recorded in Deed Book 283, Page 716; Deed Book 223, Page 823; Deed Book 253, Page 324 and Deed Book 222, page 637.
34. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including release of damages, are not insured herein.
35. Reservation of a personal license to transverse property granted to John T. Mewborn during his life-time, as set out in the deed from John T. Mewborn to US Alliance Coosa Pines Corporation, recorded in Inst. No. 1998-43780.
36. Easement to US Alliance for road, as set out in Inst No. 2000-4454.
37. The rights of upstream and downstream riparian owners with respect to any body of water which may lie adjacent to and/or traversing through subject property.
38. Less and Except any part of subject property lying within any road right-of-way.
39. Less and except any part of subject property lying within any railroad right-of-way.
40. Conservation Easement and Declaration of Restrictions and Covenants as recorded in Inst. No. 2004-70399.
41. Distribution easement from Chelsea Park Development to Alabama Power Company as recorded

in Inst. No. 20071029000498200.

42. Distribution easement in favor of Alabama Power Company as recorded in Inst. No. 20050203000056210; Inst. No. 20051031000564090; Inst. No. 20051031000564050; Inst No. 20051031000564100, Inst. No. 20060828000422540 and Inst. No. 20050802000390130.
43. Easement, covenants, conditions, restrictions, reservations and agreements recorded in Inst. No. 20040816000457750.
44. Permanent easement agreement in favor of City of Chelsea for water and sewer as recorded in Inst. No. 20040120000033550.
45. Deed and construction easement to Town of Chelsea as recorded in Inst. No. 20040107000012460.
46. Easement to Bellsouth as recorded in Inst No. 20050923000496730.
47. Certificate of Incorporation of the Chelsea Park Cooperative District as recorded in Inst. No. 20050714000353260.
48. Notice of Final Assessment of Real Property as recorded in Inst. No. 20050209000065520.
49. Covenants, conditions, restrictions, liens and assessments set forth in the Chelsea Park Improvements District One Articles of Incorporation as recorded in Inst. No. 20041223000699620.
50. Any loss, claim or damage due to any parcel being assessed for AD Valorem taxes under a current use assessment.
51. Rights of ingress and egress to and from that property conveyed in The Town of Chelsea in Inst. No. 20040107000012460.
52. Release from damages as contained in deed recorded in Inst. No. 20110915000274020.

Tract IV and Tract V Exceptions

53. Easements and building lines as shown on recorded map(s), including but not limited to any notes, conditions, and restrictions.
54. The policy does not insure against any reappraisal, assessed value adjustment, and/or escape taxes which may become due by virtue of any action of the Office of the Tax Assessor, The Office of the Tax Collector, and/or the Board of Equalization.
55. Right of way easement to Colonial Pipeline Company as recorded in Deed Book 223, Page 823; Deed Book 222, page 637; Deed Book 112, Page 325, Deed Book 112, Page 363, Deed Book 225, Page 173 and Deed Book 283, Page 716.
56. Underground communication easement to Level 3 Communications along existing Plantation Pipe Line easement as recorded in Instrument No. 2000-0007 and Instrument No. 2000-00671.
57. Restrictive covenants for protection of waters as issued by U.S. Army Corps of Engineers Mobile District as recorded In Instrument No. 20030815000539670.

58. Annexation into Chelsea City Limits as recorded in Instrument No. 20020626000299520; Instrument No. 20020708000312600; Instrument No. 20020509000217440; Instrument No. 20020509000217470 and Instrument No. 20020509000217480 and Certification of Annexation as recorded in Instrument No. 200204100014955.
59. Title to all oil, gas and minerals within and underlying the premises, together with all oil and mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 1997-2004; Instrument No. 1997-9552 and Instrument No. 2001-27341, in the Probate Office of Shelby County, Alabama.
60. Conditions as to the subject property being sold "As-IS" as recorded in Instrument No. 2001-53671.
61. Agreement between Great Eastern Timber Company, LLC and Eddleman Properties, LLC as recorded in Instrument No. 2002-8611 and Instrument No. 2002-8615.
62. Certificate of Incorporation of The Chelsea Park Cooperative District as recorded in Instrument No. 20050714000353260.
63. Articles of Incorporation of The Chelsea Park Improvement District Three as recorded In Instrument No. 20041223000699640 and Notice of Final Assessment of Real Property as recorded in Instrument No. 20050209000065540.
64. Distribution easement to Alabama Power Company as recorded in Instrument No. 20071029000498200 and Instrument No. 20071114000522150.
65. Grant of land easement and restrictive covenants for underground facilities to Alabama Power Company as recorded in Instrument No. 20061212000602740 and Instrument No. 20070517000231130.
66. Easement to BellSouth Telecommunications, Inc. as recorded in Instrument no. 20060630000315710, in the Probate Office of Shelby County, Alabama.
67. Access road easement in favor of Alabama Power Company as recorded in Instrument No. 20070712000329540.
68. Transmission Line Permits to Alabama Power Company as recorded in Deed Book 107, Page 565, Deed Book 131, Page 491 and Deed Book 194, Page 49.
69. Easement to Plantation Pipe Line Company as recorded in Deed Book 253, Page 324.
70. Declaration of Easements and Master Protective Covenants for Chelsea Park as set out in Instrument No. 20041014000566950.
71. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 7th Sector appearing of record in Shelby Instrument No. 20061229000634370, but deleting any restrictions based on race, color, creed or national origin.
72. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 10th Sector appearing of record in Shelby Instrument No. 20061108000548430, but deleting any restrictions based on race, color, creed or national origin.

73. Grant of easement to Alabama Power Company and restrictive Covenants as recorded in Shelby Instrument No. 20060828000422390. (Chelsea Park 10th Sector)
74. Declaration of Covenants, Conditions and Restrictions for Chelsea Park 11th Sector appearing of record in Shelby Instrument No. 20070831000411450, but deleting any restrictions based on race, color, creed or national origin.
75. Grant of Easement to Alabama Power Company and Restrictive Covenants as recorded in Shelby Instrument No. 20060829000425050. (Chelsea Park 11th Sector)
76. Riparian and other rights created by the fact that the subject property adjoins a creek.
77. Conservation Easement and Declaration of Restrictions and Covenants as recorded in Instrument No. 20041228000703970.
78. Less and except any part of subject property lying within the bounds of roads.
79. Less and except any part of subject property lying within a railroad right of way.
80. Release of Damages as set out in those certain deeds recorded in Instrument No. 20110915000274040 and Instrument No. 20110915000274050.

