

This Mortgage from Borrower evidences a revolving loan in the principal amount of up to One Hundred, Fifty Thousand and No/100 Dollars (\$150,000.00) outstanding from time to time, interest thereon and certain other indebtedness and obligations of Borrower from time to time owing to Lender. Interest shall be paid on the amounts advanced up to the maximum amount of One Hundred, Fifty Thousand and No/100 Dollars (\$150,000.00).

FUTURE ADVANCE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 21, 2012. The grantor is Bishop Creek Office, LLC. ("Borrower"). This Security Instrument is given to Gene Borgosz (Lender). Borrower owes Lender the principal sum of One Hundred, Fifty Thousand and no/100's Dollars (U.S.\$150,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 30, 2013. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and that certain Agreement of even date herewith between the Borrower and Lender and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

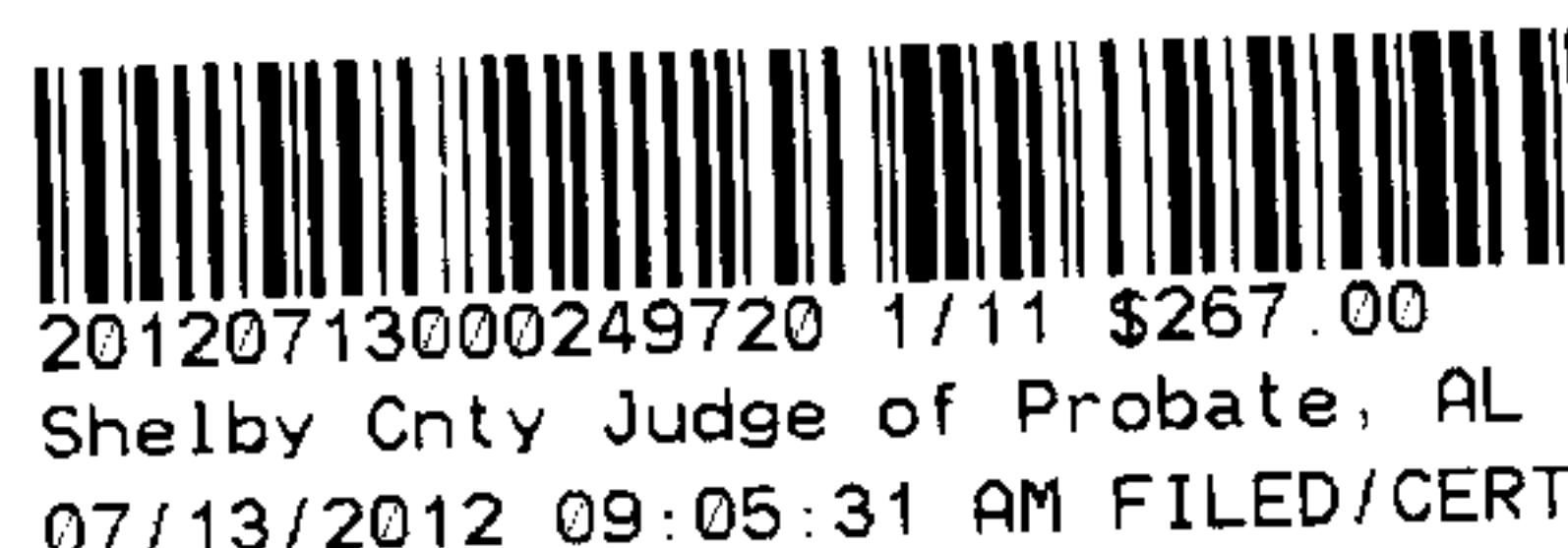
TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.



2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender, under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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


If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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


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

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

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower.



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Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

18. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to



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cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19 including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY COUNTY, ALABAMA, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

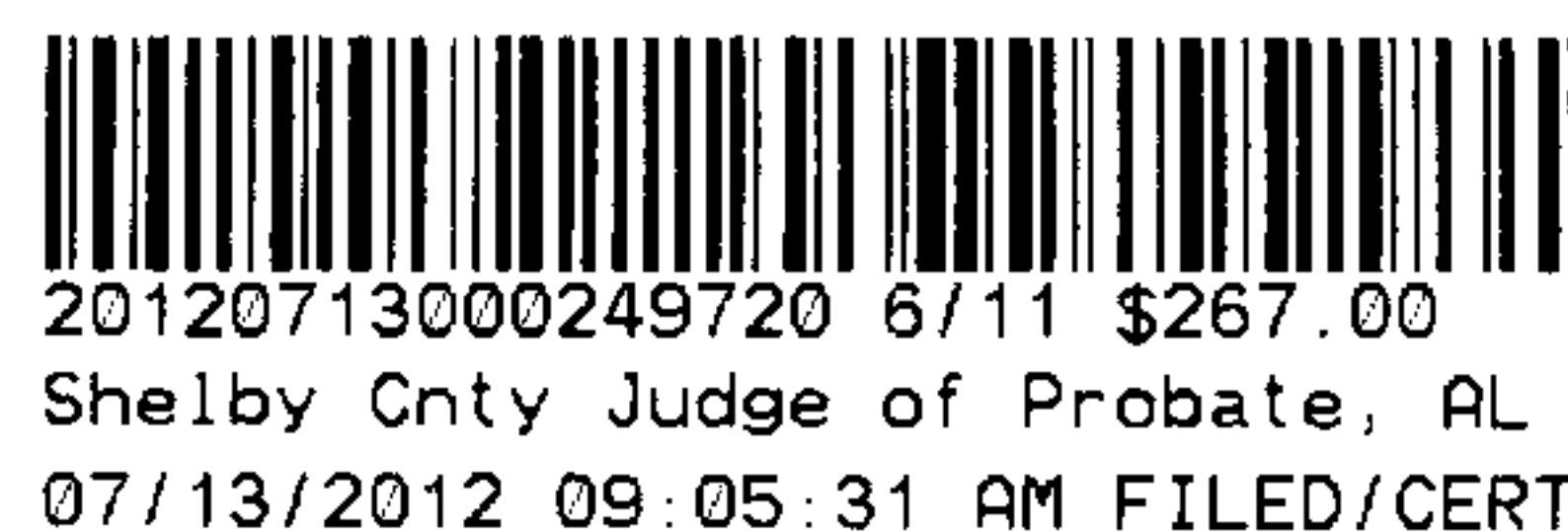
19. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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

Signature and Notary are on the next page



ATTEST:

BISHOP CREEK OFFICE, LLC


It's Managing Member

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that, J.R. Adams, Jr., whose name as Managing Member of Bishop Creek Office, LLC, an Alabama limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance he as such Managing Member of Bishop Creek Office, LLC and with full authority executed the same voluntarily for and as the act of Bishop Creek Office, LLC.

Given under my hand and seal this the 21st day of June, 2012.


Notary Public

My commission expires
12-3-13

THIS INSTRUMENT PREPARED BY:

F. Wayne Keith, Attorney
120 Bishop Circle
Pelham, Alabama 35124


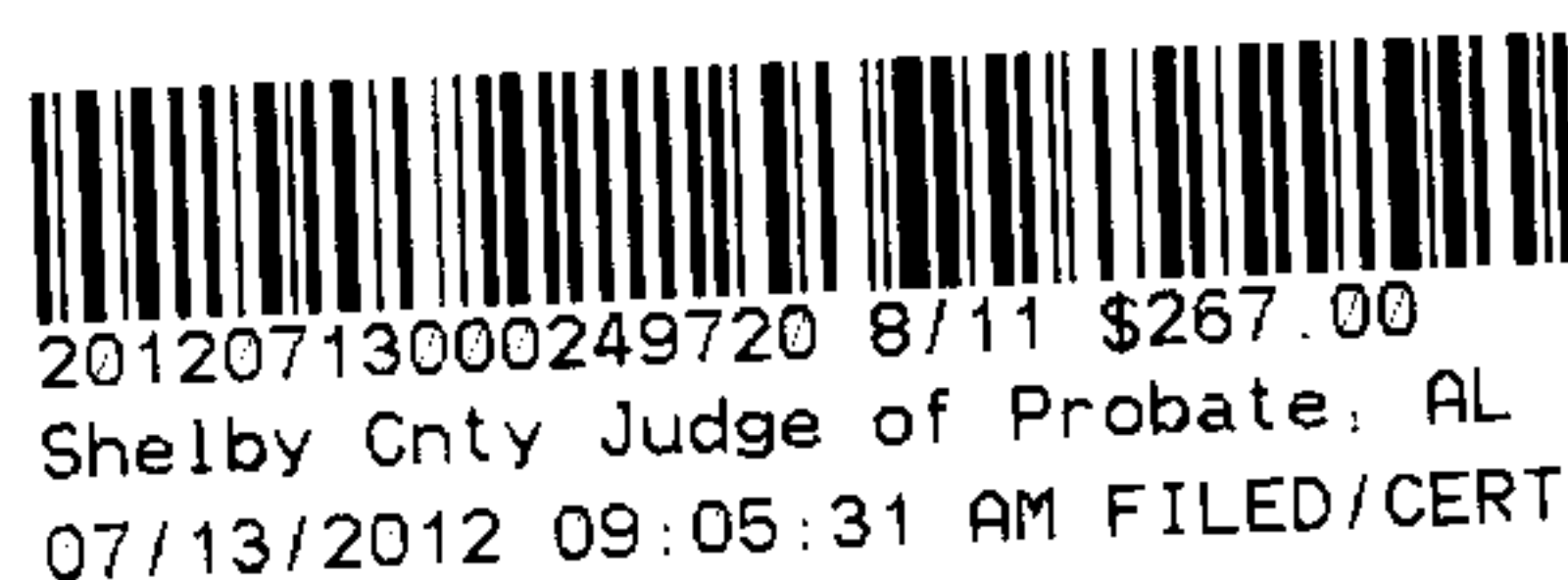

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Exhibit A to Mortgage
Bishop Creek Office, LLC to Gene Borgosz
June 21, 2012

Parcel A

Part of SE ¼ Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of said ¼ Section; thence run east along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. 00 sec. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. 00 sec. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road; thence 30 deg.- 57 min. 50 sec. right and run easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. 00 sec. right and run southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min. 00 sec. left and run northeasterly for 575.98 feet to a point on the westerly right of way line of Oak Mountain State Park Road; thence 86 deg. 19 min. 31 sec. right and run southeasterly along said right of way line for 142.98 feet; thence 22 deg. 07 min. 10 sec. right and run southeasterly along said right of way line for 266.08 feet to the beginning of a curve to the right, said curve having a radius of 3,579.72 feet and subtending a central angle of 03 deg. 16 min. 07 sec.; thence 08 deg. 19 min. 34 sec. right to the chord of said curve and run southerly along the arc of said curve and along said right of way line for 204.22 feet; thence from said chord 09 deg. 37 min. 54 sec. left and run southeasterly along said right of way line for 96.08 feet to the beginning of a curve to the right, said curve having a radius of 3,599.42 feet and subtending a central angle of 02 deg. 19 min. 55 sec.; thence 13 deg. 55 min. 51 sec. right of the chord of said curve and run southerly along the arc of said curve and along said right of way line for 146.49 feet to a point at the intersection of the westerly right of way line of said Oak Mountain State Park Road and the north right of way line of a proposed street; thence from the chord of said curve 97 deg. 35 min. 27 sec. right and run southwestwesterly along the north right of way line of said proposed street for 300.49 feet to the beginning of a curve to the left, said curve having a radius of 50.00 feet and subtending a central angle of 17 deg; 54 min 41 sec.; thence run southwestwesterly along the arc of said curve and along said right of way line for 15.63 feet to the end of said curve, said point being the point of beginning of the property herein described; thence from the tangent of said curve 97 deg. 08 min. 18 sec. right and run northwesterly for 210.58 feet to a point on the approximate floodway line of Bishops Creek; thence 121 deg. 47 min. 55 sec. left and run southwestwesterly along said approximate floodway line for 442.86 feet; thence 87 deg. 23 min. 54 sec. left and run southeasterly for 200.21 feet; thence 92 deg. 36 min. 06 sec. left and run northeasterly for 276.49 feet to a point on the right of way line of said proposed street, said point being on a curve to the right said curve having a radius of 50.00 feet and subtending a central angle of 85 deg. 26 min. 04 sec.; thence 60 deg. 46 min. 27 sec. left to become tangent to said curve and run northeasterly along the arc of said curve and along said proposed right of way line of said proposed street for 74.55 feet to the point of beginning.



Parcel B

Part of SE ¼ Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of said ¼ section; thence run east along the south line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run northwesterly for 399.97 feet to a point on the northerly right of way line of Oak Mountain Park Road; thence continue northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run northeasterly for 152.01 feet; thence 90 deg. 00 min. 00 sec. left and run northwesterly for 349.02 feet; thence 90 deg. 00 min. 00 sec. left and run southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run northwesterly for 25.0 feet to a point on the south right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run northeasterly along said right of way line for 253.07 feet; thence 14 deg. 02 min. 10 sec. right and continue northeasterly for 9.51 feet to a point on the southerly right of way line of a county road; thence 30 deg. 57 min. 50 sec. right and run easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. 00 sec. right and run southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min. 00 sec. left and run northeasterly for 575.98 feet to a point on the westerly right of way line of Oak Mountain State Park Road; thence 86 deg. 19 min. 31 sec. right and run southeasterly along said right of way line for 142.98 feet; thence 22 deg. 07 min. 10 sec. right and run southeasterly along said right of way line for 187.31 feet to the south east corner of the Waffle House site, said point being the point of beginning of the property herein described; thence continue southeasterly along the last stated course for 78.77 feet to the beginning of a curve to the right, said curve having a radius of 3,579.72 feet and subtending a central angle of 00 deg. 33 min. 45 sec.; thence 11 deg. 36 min. 42 sec. right to the chord of said curve and run southerly along the arc of said curve and along the said right of way line for 35.15 feet to a point at the northeast corner of the Peaches and Cream site; thence 62 deg. 14 min. 05 sec. right from the chord of said curve and run southwesterly along the north property line of said Peaches and Cream site and along the north line of the S.D.P. Motel site for 321.34 feet; thence 06 deg. 12 min. 14 sec. left and run southwesterly along the north line of said S.D.P. Motel site and along the north line of the Cock of the Walk site: for 449.57 feet to the northwest corner of said Cock of the Walk site; thence 92 deg. 36 min. 06 sec. right and run northwesterly for 506.69 feet; thence 91 deg. 18 min. 39 sec. right and run northeasterly for 78.38 feet to the southwest corner of the Sears Service Center site; thence 25 deg. 10 min. 15 sec. right and run easterly along the south line of said Sears Service Center site and along the south line of the Trusthouse Forte Hotel site for 620.32 feet; thence 07 deg. 52 min. 59 sec. right and run southeasterly along said Trusthouse Forte Hotel site and along the Waffle House site for 219.42 feet to the point of beginning.

Parcel C

Description of sanitary sewer easement across S. D. P. Motel Site:

Part of SE ¼ Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of said ¼ section; thence run east along the south line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run northwesterly for 399.97 feet to a point on the northerly right of way line of Oak Mountain Park Road; thence continue northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run northeasterly for 152.01 feet; thence 90 deg. 00 min. 00 sec. left and run northwesterly for 349.02



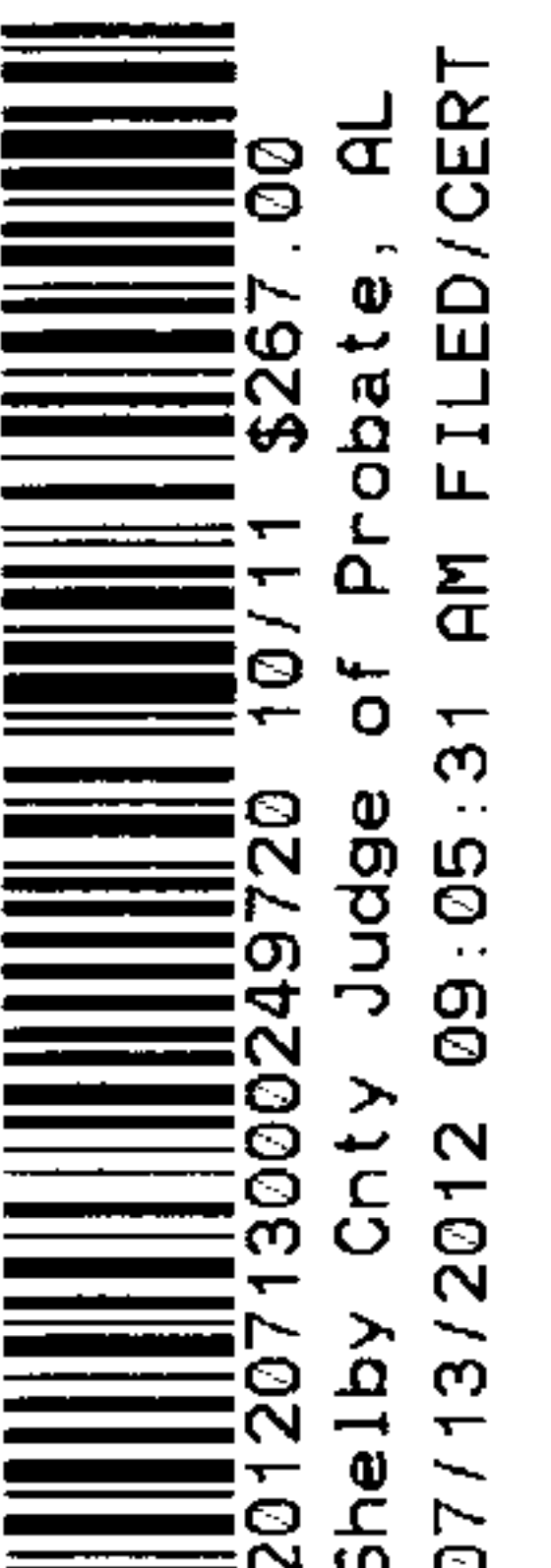
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feet; thence 90 deg. 00 min. 00 sec. left and run southwesterly for 160.00 feet; thence 88 deg. 41 min 21 sec. right and run northwesterly for 25.0 feet to a point on the south right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run northeasterly along said right of way line for 7.53.07 feet; thence 14 deg. 02 min. 10 sec right and continue northeasterly for 9.51 feet to a point of the southerly right of way line of a County Road; thence 30 deg. 57 min. 50 sec. right and run easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. 00 sec. right and run southeasterly along said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min 00 sec. left and run northeasterly for 575.98 feet to a point on the westerly right of way line of Oak Mountain State Park road; thence 86 deg. 19 min. 31 sec right and run southeasterly along said right of way line for 142.98 feet; thence 22 deg. 07 min. 10 sec right and run southeasterly along said right of way line for 266.08 feet to the beginning of a curve to the right said curve having a radius of 3,579.72 feet and subtending a central angle of 03 deg. 16 min. 07 sec.; thence 08 deg. 19 min. 34 sec. right to the chord of said curve and run southerly along the arc of said curve and along said right of way line for 204.22 feet; thence from said chord 09 deg. 37 min. 54 sec. left and run southeasterly along said right of way line for 96.08 feet to the beginning of a curve to the right, said curve having a radius of 3,599.42 feet and subtending a central angle of 02 deg. 19 min. 55 sec; thence 13 deg. 55 min. 51 sec right to the chord of said curve and run southerly along the arc of said curve and along said right of way line for 136.42 feet to the point of beginning of the property herein described; thence continue southerly along said curve and along said right of way line for 10.07 feet to a point at the intersection of the westerly right of way line of said Oak Mountain State Park road and the north right of way line of a proposed street; thence from tangent of said curve 96 deg. 25 min. 30 sec right and run southwesterly along the north right of way line of said proposed street for 300.49 feet to the beginning of a curve to the left, said curve having a radius of 50.00 feet and subtending a central angle of 17 deg. 54 min. 41 sec; thence run southwesterly along the arc of said curve and along said right of way line for 15.63 feet to the end of said curve; thence from the tangent of said curve 97 deg. 08 min. 18 sec. right and run northwesterly for 10.07 feet; thence 84 deg. 03 min. 24 sec. right to become tangent to a curve to the right, said curve having a radius of 60.00 feet and subtending a central angle of 16 deg. 43 min. 00 sec.; thence run easterly along the arc of said curve for 17.51 feet to the end of said curve; thence at tangent to said curve run easterly, parallel to and 10 feet from the north right of way line of said proposed street for 299.35 feet to the point of beginning.


Parcel D

Description of sanitary sewer easement for Cock-of-the-Walk site: Part of the SE ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said ¼ Section; thence run East along the South line of same for 1,826.71 feet; thence 122 deg. 59 min. 53 sec. left and run Northwesterly for 399.97 feet to a point on the Northerly right of way line of Oak Mountain Park Road; thence continue Northwesterly along the same course for 846.69 feet; thence 91 deg. 18 min. 39 sec. right and run Northeasterly for 152.01 feet; thence 90 deg. 00 min. 00 sec. left and run Northwesterly for 349.02 feet; thence 90 deg. 00 min. 00 sec. left and run Southwesterly for 160.00 feet; thence 88 deg. 41 min. 21 sec. right and run Northwesterly for 25.0 feet to a point on the South right of way line of Alabama Highway 119; thence 91 deg. 18 min. 39 sec. right and run Northeasterly along said right of way line for 253 .07 feet; thence 14 deg. 02 min. 10 sec. right and continue Northeasterly for 9.51 feet to a point on the Southerly right of way line of a county road; thence 30 deg. 57 min. 50 sec. right and run Easterly along said right of way line for 62.56 feet to an angle point in said right of way; thence 45 deg. 00 min. 00 sec. right and run Southeasterly along



said right of way line for 390.67 feet to an angle point in said right of way; thence 90 deg. 00 min. 00 sec. left and run Northeasterly for 575.98 feet to a point on the Westerly right of way line of Oak Mountain State Park Road; thence 86 deg. 19 min. 31 sec. right and run Southeasterly along said right of way line for 142.98 feet; thence 22 deg. 07 min. 10 sec. right and run Southeasterly along said right of way line for 266.08 feet to the beginning of a curve to the right, said curve having a radius of 3,579.72 feet and subtending a central angle of 03 deg. 16 min. 07 sec.; thence 08 deg. 19 min. 34 sec. right to the chord of said curve and run Southerly along the arc of said curve and along said right of way line for 204.22 feet; thence from said chord 09 deg. 37 min. 54 sec. left and run Southeasterly along said right of way line for 96.08 feet to the beginning of a curve to the right, said curve having a radius of 3,599.42 feet and subtending a central angle of 02 deg. 19 min. 55 sec.; thence 13 deg. 55 min. 51 sec. right to the chord of said curve and run Southerly along the arc of said curve and along said right of way line for 146.49 feet to a point at the intersection of the Westerly right of way line of said Oak Mountain State Park Road and the North right of way line of a proposed street; thence from the chord of said curve 97 deg. 35 min. 27 sec. right and run Southwesterly along the North right of way line of said proposed street for 300.49 feet to the beginning of a curve to the left, said curve having a radius of 50.00 feet and subtending a central angle of 17 deg. 54 min. 41 sec.; thence run Southwesterly along the arc of said curve and along said right of way line for 15.63 feet to the end of said curve, said point being the point of beginning of the property herein described; thence from the tangent of said curve 97 deg. 08 min. 18 sec. right and run Northwesterly for 10.07 feet; thence 95 deg. 56 min. 36 sec. left to become tangent to a curve to the left said curve having a radius of 60.00 feet and subtending a central angle of 91 deg. 51 min. 01 sec.; thence run Southwesterly along the arc of said curve for 96.18 feet to the end of said curve; thence from the tangent of said curve turn an angle to the left of 114 deg. 00 min. 17 sec. and run Northeasterly for 11.18 feet to a point on the cul-de-sac right of way line of said proposed street; thence 60 deg. 46 min. 26 sec. left to become tangent to a curve to the right, said curve having a radius of 50.00 feet and subtending a central angle of 85 deg. 26 min. 04 sec.; thence run Northeasterly along the arc of said curve and along said proposed right of way line of said proposed street for 74.55 feet to the end of said curve and to the point of beginning; being situated in Shelby County, Alabama.


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