

Upon recordation, return to:

Lorrie Maples Parker, Esquire
The Parker Law Firm, LLC
500 Office Park Drive
Suite 100
Birmingham, Alabama 35223

MORT 423 395
Recorded In Above Book and Page
12/27/2012 09:57:53 AM
Terry Mitchell
Probate Judge
Coosa County, Alabama

Mortgage Tax	30.00
Recording Fee	51.00
TOTAL	81.00

SERVISFIRST BANK

Mortgage Modification Agreement

Date: December 11, 2012

CROSS INDEX: Mortgage, and Security Agreement dated October 29, 2010 from William F. Spratlin, Jenny Y. Spratlin, and Rock Bridge Lodge, LLC to Lender and filed of record on November 3, 2010 with the Office of the Judge of Probate of Coosa County, Alabama in Mortgage Book 414, Page 778 and on November 10, 2010 with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20101110000378660, and that certain Assignment of Rents and Leases dated October 29, 2010 from William F. Spratlin, Jenny Y. Spratlin, and Rock Bridge Lodge, LLC to Lender and filed of record on November 3, 2010 with the Office of the Judge of Probate of Coosa County, Alabama in Mortgage Book 415, Page 1 and on November 10, 2010 with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20101110000378670.



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Shelby Cnty Judge of Probate, AL
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MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "Agreement") is made and entered into as of the 11th day of December, 2012, by and between William F. Spratlin (the "Borrower"), Jenny Y. Spratlin, and Rock Bridge Lodge, LLC, an Alabama limited liability company (collectively referred to herein as "Mortgagor") and ServisFirst Bank ("Lender").

Recitals

All capitalized terms not defined herein are defined on the attached and incorporated Exhibit A.

A. Borrower is justly and lawfully indebted to Lender by virtue of (i) a Promissory Note dated October 29, 2010 from Borrower to Lender in the original principal amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) which was subsequently modified by a Change in Terms Agreement executed by and between Borrower and Lender on February 28, 2012, which has a current principal balance of One Million One Hundred Ninety-four Thousand Three Hundred Sixteen and 66/100 Dollars (\$1,194,316.66) ("**Note "A"**" or "**Loan "A"**"); and (ii) a Promissory Note dated that October 29, 2010 from Borrower to Lender in the original principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) which was subsequently modified by a Change in Terms Agreement executed by and between Borrower and Lender on February 28, 2012, which has a current principal balance of Two Hundred Thirty-one Thousand and 00/100 Dollars (\$231,000.00) ("**Note "B"**" or "**Loan "B"**"); and a Loan Agreement dated October 29, 2010 by and between Borrower and Lender concerning both Loan "A" and Loan "B" ("**Loan Agreement**"). Note "A" and Note "B" shall be collectively referred to herein as the "**Notes**"; and Loan "A" and Loan "B" shall be collectively referred to herein as the "**Spratlin Loan**";

B. Note "A" and Note "B" are secured by that certain Mortgage, and Security Agreement dated October 29, 2010 from William F. Spratlin, Jenny Y. Spratlin, and Rock Bridge Lodge, LLC to Lender and filed of record on November 3, 2010 with the Office of the Judge of Probate of Coosa County, Alabama in Mortgage Book 414, Page 778 and on November 10, 2010 with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20101110000378660 ("**Spratlin Mortgage**"), (iv) that certain Assignment of Rents and Leases dated October 29, 2010 from William F. Spratlin, Jenny Y. Spratlin, and Rock Bridge Lodge, LLC to Lender and filed of record on November 3, 2010 with the Office of the Judge of Probate of Coosa County, Alabama in Mortgage Book 415, Page 1 and on November 10, 2010 with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20101110000378670, (v) that certain UCC Financing Statement filed on November 3, 2010 with the Office of the Judge of Probate of Coosa County, Alabama in Instrument Number 5931 and on November 10, 2010 with the Office of the Judge of Probate of Shelby County, Alabama in Instrument Number 20101110000378680, and (vi) other various and related loan documents (which, together with the Notes are collectively referred to herein as the "**Loan Documents**"); and

C. Borrower previously requested that Lender modify the Loan Agreement, Notes, Mortgage, and other documents in order to consolidate Loan "A" and Loan "B" and to increase the combined loan amount of Loan "A" and Loan "B". Borrower and Lender entered into a Modification to Loan Agreement and Promissory Notes ("Modification Agreement") dated September 29, 2012 wherein Loan "A" and Loan "B" were consolidated and the combined loan

amount was increased so that the total loan amount of the Spratlin Loan after consolidation was One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00).

B. As of the date hereof, and immediately prior to the consummation of the transactions described herein, Mortgagor continues to be the owner of the real property and improvements thereon described in and encumbered by the Mortgage and the other Loan Documents.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Modifications of the Loan Documents.

(a) Each of the Loan Documents are hereby modified such that each Loan Document which provides addresses for Lender, Borrower, and Mortgagor together with the addresses for the mailing of copies of any notices provided to such parties thereunder, are hereby deleted in their entirety and the following substituted in lieu thereof:

If to Borrower: William F. Spratlin
901 Hidden Ridge
Chelsea, Alabama 35043

If to Mortgagor: William F. Spratlin
901 Hidden Ridge
Chelsea, Alabama 35043

Jenny Y. Spratlin
901 Hidden Ridge
Chelsea, Alabama 35043
Rock Bridge Lodge, LLC
P.O. Box 354
Chelsea, Alabama 35043

If to Lender: ServisFirst Bank
850 Shades Creek Parkway
Suite 200
Birmingham, Alabama 35209

or to any other person or address in the continental United States of America, Alaska or Hawaii as either such party may designate as its address for the receipt of notices hereunder in a written notice duly given to the other parties.

(b) Loan "A" and Loan "B" have been consolidated into one Loan hereinafter referred to as the Spratlin Loan.

(c) The combined amount of the Spratlin Loan has been increased so that the total loan amount of the Spratlin Loan after consolidation was One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00).

(d) The Modification Agreement provided for additional modifications solely to the terms of the Notes.

(e) All other terms and conditions of the Note and Mortgage and any other Loan Documents not expressly changed under the Modification Agreement or hereby shall remain the same and applied to new loan proceeds.

Except as modified in the Modification Agreement or this Agreement herein, the terms and provisions of the Note, the Mortgage and all other Loan Documents as herein amended, shall continue in full force and effect except as specifically modified hereby, and that such terms and provisions, as so modified, are hereby ratified and confirmed.

2. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the reasonable satisfaction of Lender:

(a) Fees and Expenses. Borrower shall pay, or cause to be paid to Red Mountain Bank, N.A. all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, filing fees, transfer fees, title insurance policy or endorsement premiums or other charges of Title Company and fees and expenses of legal counsel.

(b) Satisfaction of all requirements under the Loan Documents, subject to the approval of Lender and Lender's counsel, in their sole discretion.

3. Default.

(a) Breach. Any breach of Borrower of any of the representations, warranties and covenants of this Agreement shall constitute a default under this Agreement, the Security Deed, the Assignments of Rents and each other Loan Document.

(b) Failure to Comply. Borrower's failure to fulfill any one of the covenants, conditions and agreements set forth in this Agreement shall constitute a default under this Agreement and the Loan Documents.

4. Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof

5. Property Remains as Security for Lender. All of the Property as described and defined in the Mortgage, as amended, shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage, and, except as expressly set forth herein, nothing herein contained and nothing done pursuant hereto shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note, the Mortgage, or any of the Loan Documents, nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security for the Note, if any, held by Lender.

6. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under the Note or any of the other Loan Documents,

7. References. From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such of the Loan Documents, as modified by this Agreement; and (b) references in the Security Deed and the Loan Documents to "Borrower", "Grantor" or "Maker" shall hereafter be deemed to refer to Borrower.

8. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed to be amended hereby. Except as amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

9. Captions. The headings to the Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

10. Partial Invalidity. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised apart of this Agreement.

11. Entire Agreement. This Agreement and the documents contemplated to be executed herewith constitutes the entire agreement among the parties hereto with respect to the modification of the Loan and shall not be amended unless such amendment is in writing and executed by each of the parties. The Agreement supersedes all prior negotiations regarding the subject matter hereof.

12. Binding Effect. This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which will be an original, but any of which, taken together, will constitute one and the same Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

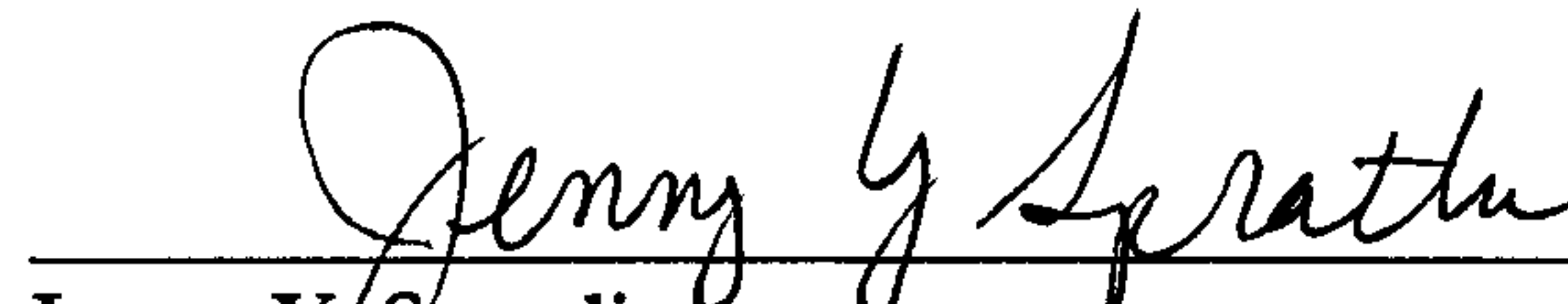
15. Effective Date. This Agreement shall be effective as of the date of its execution by the parties hereto and thereupon is incorporated into the terms of the Loan Documents.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

BORROWER:

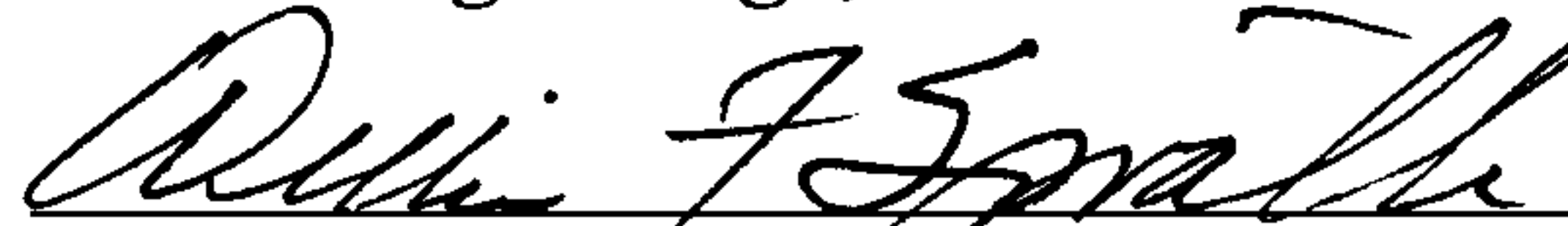


William F. Spratlin

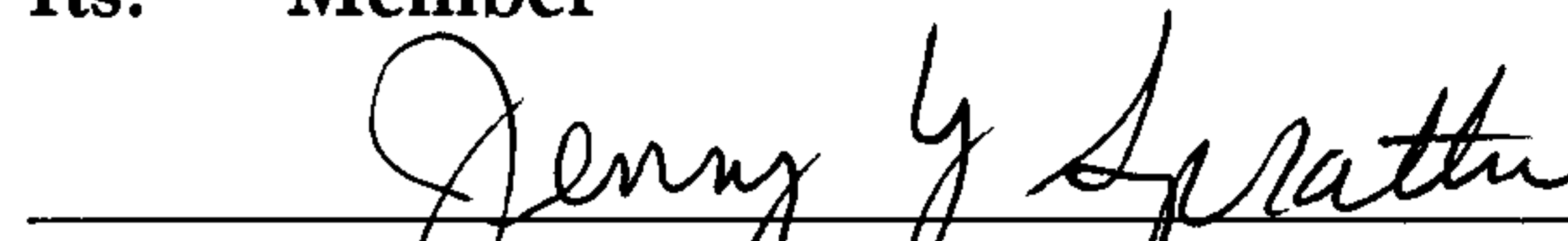


Jenny Y. Spratlin

Rock Bridge Lodge, LLC



By: William F. Spratlin
Its: Member

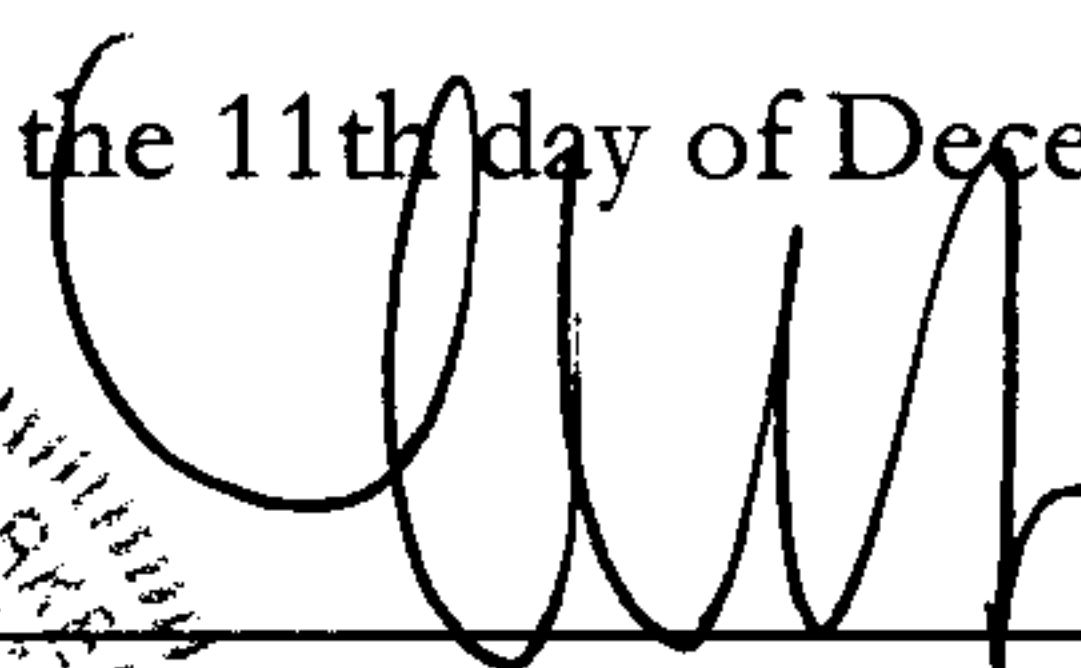


By: Jenny Y. Spratlin
Its: Member

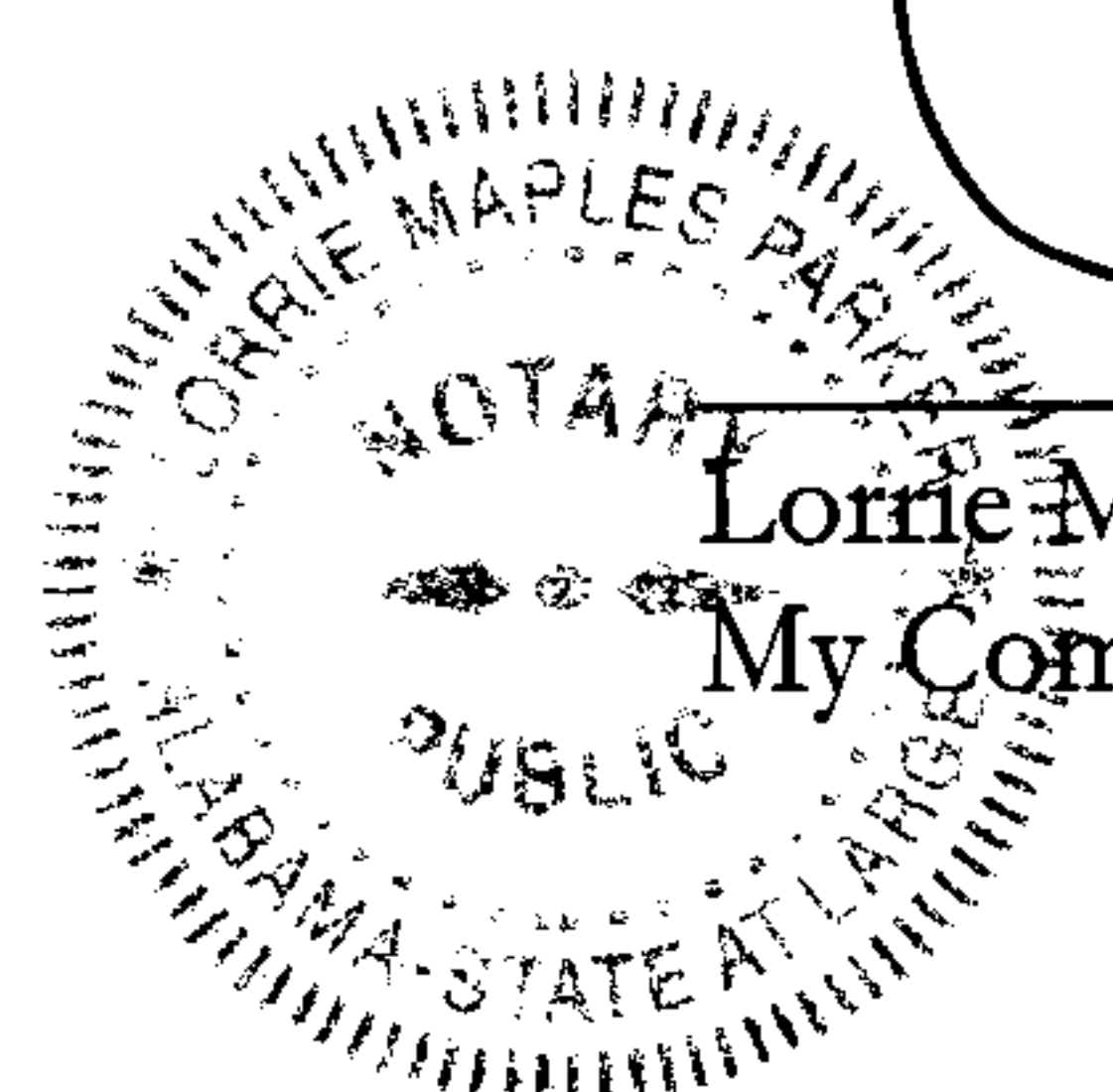
STATE OF ALABAMA
COUNTY OF JEFFERSON


I, Lorrie Maples Parker, Notary Public for the State of Alabama, do hereby certify that William F. Spratlin and Jenny Y. Spratlin, whose names are signed to the foregoing instrument, and who are known by me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 11th day of December, 2012.



Lorrie Maples Parker, Notary Public
My Commission Expires: 10/16/2015




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STATE OF ALABAMA 0
COUNTY OF JEFFERSON 0

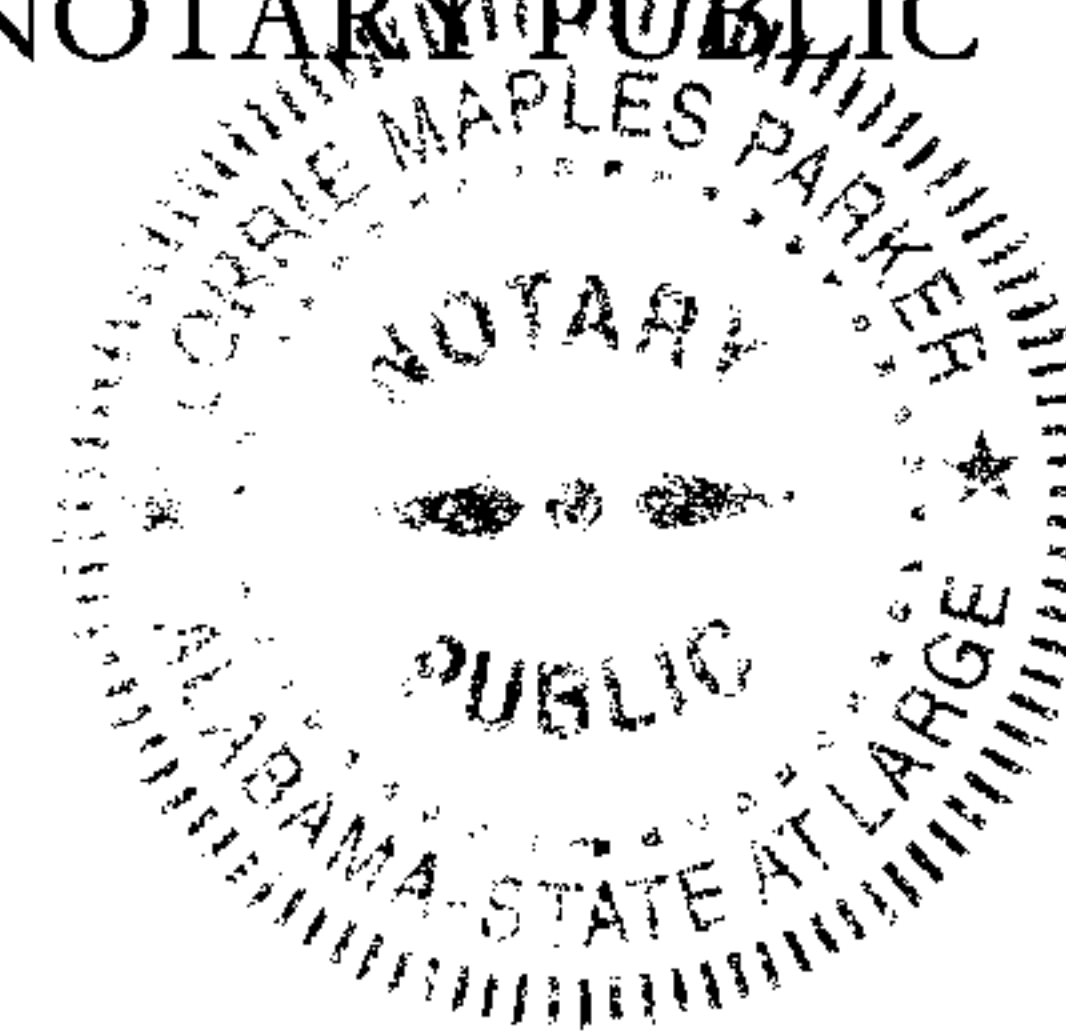
I, Lorrie Maples Parker, a Notary Public, in and for said County, in said State, hereby certify that William F. Spratlin and Jenny Y. Spratlin, Members of Rock Bridge Lodge, LLC, an Alabama limited liability company, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that being informed of the contents of said conveyance, they, in such capacity and with full authority, executed the same voluntarily and as the act of the said limited liability company on the day the same bears date.

Dated this the 11th day of December, 2012.




Lorrie Maples Parker, NOTARY PUBLIC

My Commission Expires: 10/16/2015




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LENDER:

SERVISFIRST BANK


BY: Clark Zinsmeister
ITS: Vice President

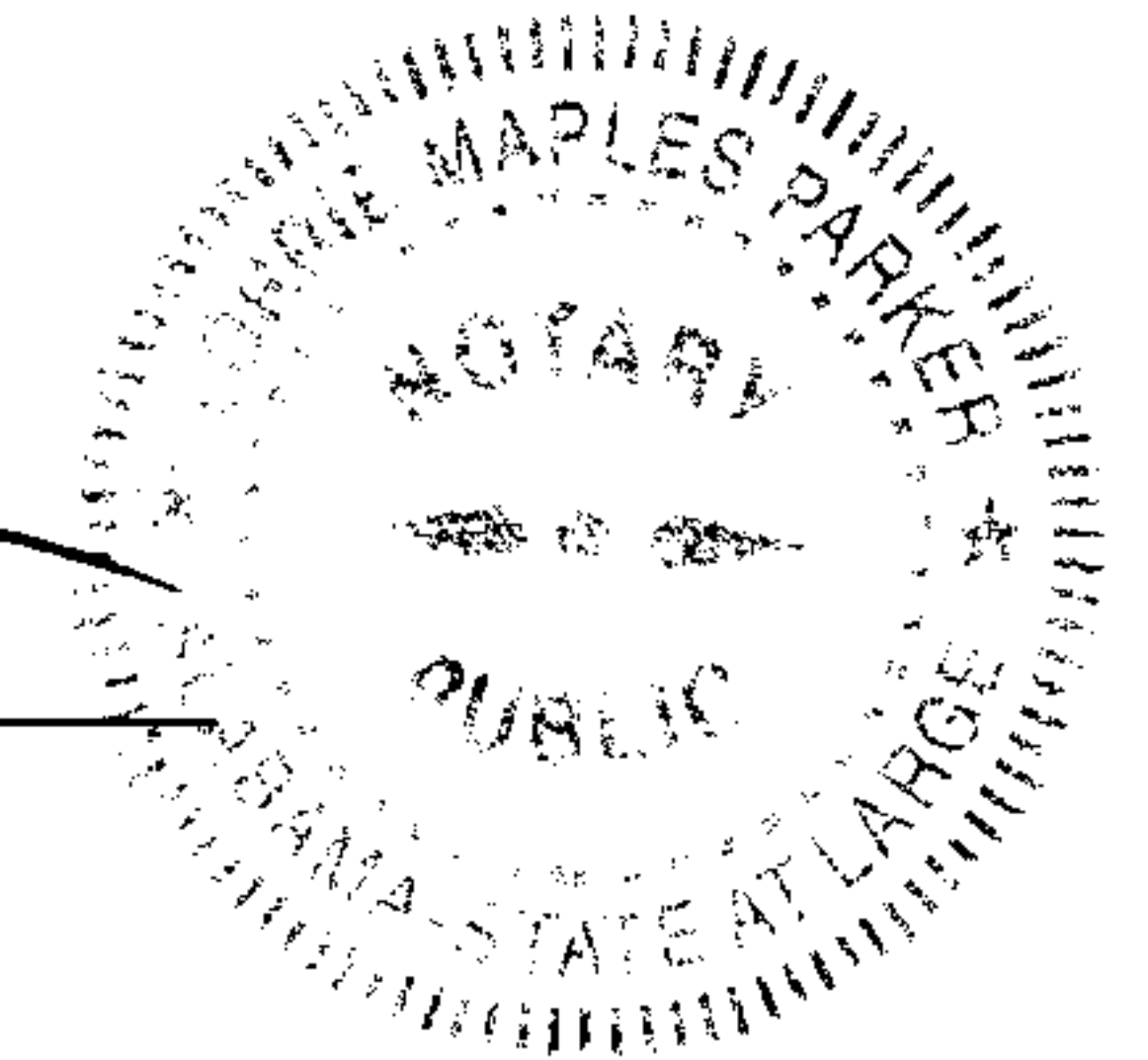
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clark P. Zinsmeister, whose name as the Vice President of ServisFirst Bank, 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 the instrument, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this 11th day of December, 2012.



Lorrie Maples Parker, Notary Public
My Commission Expires: 10/16/2011



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EXHIBIT "A"


Property located in Shelby County, Alabama:

A parcel of land situated in the West half of Section 30, Township 20 South, Range 1 West, and the Southeast Quarter of the Northeast Quarter of Section 25, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Begin at an iron pin found locally accepted to be the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 30; thence run South 89 degrees 38 minutes 54 seconds East along the North line of said quarter-quarter section and also along the North line of the Southeast quarter of the Northwest quarter of said Section 30 for a distance of 1523.85 feet to an iron pin found, said iron pin being 1248.57 feet West of an iron pin locally accepted to be the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 30; thence run South 01 degrees 10 minutes 33 seconds East for a distance of 409.42 feet to a point; thence run South 52 degrees 39 minutes 23 seconds East for a distance of 684.36 feet to a point; thence run South 56 degrees 28 minutes 27 seconds East for a distance of 567.19 feet to a point; thence run South 00 degrees 58 minutes 59 seconds West for a distance of 808.31 feet to a point; thence run South 01 degrees 53 minutes 36 seconds East for a distance of 702.43 feet to an iron pin found, said iron pin being 210.49 feet west of an iron pin found locally accepted to be the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 30; thence run South 89 degrees 21 minutes 51 seconds West along the South line of said quarter-quarter section and also along the South line of the Northwest quarter of the Southwest quarter of said Section 30 for a distance of 1781.98 feet to an iron pin found; thence turn an angle to the right of 90 degrees 12 minutes 11 seconds and run North 00 degrees 25 minutes 58 seconds West for a distance of 1,449.35 feet to a point on a curve to the right, having a central angle of 27 degrees 53 minutes 47 seconds and a radius of 175.00 feet; thence turn an angle to the right to the radius of said curve of 15 degrees 54 minutes 51 seconds and run in a Northwesterly direction along the arc of said curve for a distance of 85.20 feet to a point; thence run tangent to last stated curve, North 46 degrees 37 minutes 20 seconds West for a distance of 208.26 feet to a point on a curve to the left, having a central angle of 43 degrees 48 minutes 38 seconds and a radius of 350.00 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 267.62 feet to a point; thence run tangent to last stated curve, South 89 degrees 34 minutes 02 seconds West for a distance of 599.97 feet to the centerline of Hidden Ridge Estates 1st Sector as recorded in Map Book 33, on Page 65 in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to a point on the South line of Lot 10, in said Hidden Ridge Estates; thence run North 89 degrees 34 minutes 02 seconds East for a distance of 201.29 feet to Southeast corner of said Lot 10; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 925.02 feet to the Northeast corner of said Lot 10, also being on the North line of the Southeast quarter of the Northeast quarter of said Section 25; thence run South 87 degrees 44 minutes 12 seconds East along the North line of said quarter-quarter section for a distance of 108.18 feet to the point of beginning.

ALSO:

A 60 foot easement for ingress and egress and utilities situated in the Northeast quarter of Section 25, Township 20 South, Range 2 West, also the Northwest quarter of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows:



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Exhibit "A" Continued

Commence at the Northwest corner of Lot 11, Hidden Ridge Estates, 1st Sector, as recorded in Map Book 33, Page 65, in the Office of the Judge of Probate, Shelby County, Alabama; said point also being on the South right of way line of Hidden Ridge in said Hidden Ridge Estates 1st Sector; thence run an assumed bearing North 89 degrees 34 minutes 02 seconds East along the North line of said Lot 11 and also along the South line of said Hidden Ridge for a distance of 206.77 feet to a point at the Northeast corner of said Lot 11; thence run North 00 degrees 25 minutes 58 seconds West for a distance of 30.00 feet to the point of beginning; thence run 89 degrees 34 minutes 02 seconds East for a distance of 599.97 feet to a point on a curve to the right, having a central angle of 18 degrees 49 minutes 40 seconds, a radius of 350.00 feet, and a chord bearing of South 81 degrees 01 minutes 08 seconds East; thence run along the arc of said curve for a distance of 115.01 feet to a point; thence run North 18 degrees 23 minutes 42 seconds East for a distance of 51.25 feet to a point on a curve to the left, having a central angle of 21 degrees 41 minutes 10 seconds, a radius of 550.82 feet, and a chord bearing of North 07 degrees 33 minutes 07 seconds East; thence run along the arc of said curve for a distance of 208.48 feet to a point; thence run North 03 degrees 17 minutes 28 seconds West for a distance of 158.91 feet to a point on a curve to the right, having a central angle of 61 degrees 26 minutes 38 seconds, a radius of 275.00 feet, and a chord bearing of North 27 degrees 25 minutes 51 seconds East; thence run along the arc of said curve for a distance of 294.91 feet to a point; thence run North 58 degrees 09 minutes 10 seconds East for a distance of 250.84 feet to a point on a curve to the right, having a central angle of 52 degrees 16 minutes 31 seconds, a radius of 275.00 feet and a chord bearing of North 84 degrees 17 minutes 25 seconds East; thence run along the arc of said curve for a distance of 250.90 feet to a point; thence run South 69 degrees 34 minutes 19 seconds East for a distance of 53.20 feet to a point on a curve to the right, having a central angle of 55 degrees 33 minutes 19 seconds, a radius of 275.00 feet and a chord bearing of South 41 degrees 44 minutes 40 seconds East; thence run along the arc of said curve for a distance of 267.13 feet to a point; thence run North 65 degrees 08 minutes 37 seconds East for a distance of 307.19 feet to the end of said easement.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land situated in the Southwest quarter of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 30; thence South 89°21'51" West for a distance of 210.49 feet to an iron pin found at the Point of Beginning; thence continue South 89°21'51" West for a distance of 1095.28 feet to an iron pin found; thence North 05°38'53" West for a distance of 781.80 feet to an iron pin set; thence run North 89°31'45" East for a distance of 1086.26 feet to an iron pin set on the bank of a lake; thence continue North 89°31'45" East for a distance of 63.98 feet to a point; thence run South 00°58'54" West for a distance of 73.27 feet to a point; thence run South 01°53'36" East for a distance of 702.43 feet to the Point of Beginning.

ALSO:

A 60 foot easement for ingress and egress and utilities situated in the NE $\frac{1}{4}$ of Section 25, Township 20 South, Range 2 West, also the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ and the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 30, Township 20 South, Range 1 West, Shelby County, Alabama, lying 30 feet each side of the centerline, being more particularly described as follows:



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 Shelby Cnty Judge of Probate, AL
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Exhibit "A" continued

Commence at the Northwest corner of Lot 11, Hidden Ridge Estates, 1st Sector, as recorded in Map Book 33, Page 65, in the Office of the Judge of Probate of Shelby County, Alabama; said point also being on the South right of way line of Hidden Ridge in said Hidden Ridge Estates, 1st Sector; thence run an assumed bearing North 89°34'02"East along the North line of said Lot 11 and also along the South line of said Hidden Ridge for a distance of 206.77 feet to a point at the Northeast corner of said Lot 11; thence run North 00°25'58"West for a distance of 30.00 feet to the point of beginning; thence run North 89°34'02"East for a distance of 599.97 feet to a point on a curve to the right, having a central angle of 43°48'38", a radius of 350.00 feet, and a chord bearing of South 68°31'39"East; thence run along the arc of said curve for a distance of 267.62 feet to a point; thence run South 46°37'20"East for a distance of 208.26 feet to a point on a curve to the left, having a central angle of 42°56'33", a radius of 175.00 feet and a chord bearing South 68°05'37"East; thence run along the arc of said curve for a distance of 131.165 feet to a point; thence run South 89°33'54" East for a distance of 69.30 feet to a point on a curve to the right, having a central angle of 42°55'29", a radius of 200.00 feet and a chord bearing of South 68°06'09"East; thence run along the arc of said curve for a distance of 149.84 feet to a point; thence run South 46°38'25"East for a distance of 550.00 feet to a point; thence run South 21°48'05"Easwt for a distance of 240.90 feet to the end of said Easement. According to the survey of Carl Daniel Moore, Reg. L.S.#12159, dated October 19, 2011.

Property located in Coosa County, Alabama:

The South half of the Northeast fourth, Section 34, Township 22 North, Range 19 East, Coosa County, Alabama. Less and except therefrom five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of SW 1/4 of NE 1/4 of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning.

Also:

South one-half of Southeast fourth and Northeast fourth of Southeast fourth Section 34 and Southwest fourth of Southwest fourth and 15 acres on West side of Southeast fourth of Southwest fourth Section 35; all in Township 22 North, Range 19 East, Coosa County, Alabama.

Also:

Five (5) acres in Northwest corner particularly described as follows: Begin at Northwest corner of SW 1/4 of NE 1/4 of Section 34, Township 22, Range 19, thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning. Situated in Coosa County, Alabama.

Also:

Parcel A:

Parcel I: Northeast fourth of Northwest fourth Section 15, Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel II: Southwest fourth Section 10, Township 22 North, Range 19 East, Coosa County, Alabama.

Parcel III: Northwest fourth of Southeast fourth and Southwest fourth of Southeast fourth except 30 acres on South side thereof, Section 10 and all that part of East half of Southeast fourth Section 10 and of West half of Southwest fourth Section 11, except 98 2/3 acres in Southeast corner particularly described in deed by R. T. Willingham et als to Celia Harris and husband, John M. Harris dated August 23, 1956. Also less and except 1 acre for graveyard. All in Township 22 North, Range 19 East, Coosa County, Alabama.

Exhibit "A" continued

Parcel IV: Northwest fourth of Northeast fourth and six acres, more or less, in the Northwest corner of Northeast fourth of Northeast fourth described as follows: Beginning at the section line running East and West where the Crawford Mill Road crosses said section line; thence running South along said road 8 chains and 36 links; thence East 6 chains to a certain ditch; thence along said ditch in a Northeasterly direction to the aforesaid section line; thence West 9 chains and 40 links to beginning point. All above in Section 15, Township 22 North, Range 19 East, Coosa County, Alabama. 34 acres more or less in Southwest fourth of Southeast fourth Section 10, Township 22 North, Range 19 East, lying South of the road running from Crawford's Mill Road to Mrs. Elizabeth Manning's dwelling house, and West of the Crawford Mill Road. Less and except Begin at Triangulation Station, Hissop, Alabama, located in the Church yard of Hissop Methodist Church; thence N 20 deg. 27 min. W 215.75 feet to a point; thence N 6 deg. 16 min. W 358 feet to a fence corner on East right of way of paved county road for point of beginning of parcel conveyed; thence in a Northerly direction along East right of way of said county road a distance of 1055 feet to an iron pin; thence S 1 deg. 26 min. E 255.25 feet to a point; thence S 26 deg. 21 min. E 222.17 feet to an iron pin; thence N 80 deg. 39 min. E 354.33 feet to a fence corner; thence S 8 deg. 45 min. W 578.75 feet to a fence corner; thence S 79 deg. 40 min. W 363 feet to point of beginning. Said property being located in Southeast fourth of Southeast fourth Section 10 and in Northeast fourth of Northeast fourth Section 15, Township 22 North, Range 19 East.

Parcel V: Southeast fourth of Northwest fourth Section 15, Township 22 North, Range 19 East, Coosa County, Alabama. Less and except therefrom the following: The point of beginning being the SW corner of the SE 1/4 of NW 1/4, Section 15, Township 22 North, Range 19 East, Coosa County, Alabama; thence run S 88° 50' 40" E along the half section line, 148.11 feet to an iron pin; thence run N 57° 31' 30" E, 71.17 feet and along the centerline of a spring to an iron pin; thence run along the centerline of spring branch as follows: N 10° 25' 00" E, 114.32 feet, N 48° 50' 15" E, 134.27 feet; N 24° 33' 15" E, 47.0 feet to an iron pin set on the South right of way line of Alabama Highway No. 22; thence run Northwesterly along said right of way, 348 feet, more or less, to an iron pin set on the West boundary of the SE 1/4 of NW 1/4; thence run S 2° 29' 30" W along said boundary 373.83 feet to the point of beginning. The above described is located in the SE 1/4 of NW 1/4, Section 15, Township 22 North, Range 19 East, Coosa County, Alabama.

Also,

Parcel I: Commence at the Southeast corner of the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed N 00 deg. 52' 10" E along the East boundary of said quarter-quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed N 81 deg. 02' 27" W, along the Southerly right of way of said road 964.69 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 128 at Page 113, said point being the point of beginning. From this beginning point proceed S 00 deg. 34' 37" E, along the West boundary of said referenced property 204.56 feet; thence proceed S 19 deg. 27' 55" W, along the West boundary of said referenced property 173.82 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed N 69 deg. 23' 26" W, along the right of way of said highway 334.29 feet, more or less, to a point on the West boundary of the SE 1/4 of NW 1/4 of said section; thence proceed N 00 deg. 52' 10" E, along the West boundary of said quarter-quarter section 305.81 feet to a point on the Southerly right of way of County Road No. 50; thence proceed S 81 deg. 24' 29" E, along the Southerly right of way of said road 368.25 feet to the point of beginning. The above described land is located in the NE 1/4 of SW 1/4 and the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

Exhibit "A" continued


Parcel II: Commence at the Southeast corner of the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed N 00 deg. 52' 10" E, along the East boundary of said quarter-quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed N 81 deg. 02' 27" W, along the Southerly right of way of said road 588.64 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama in Deed Book 144 at Page 98; thence proceed S 00 deg. 32' 25" E along the West boundary of said referenced property 205.40 feet to the Northeast corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 104 at Page 195, said point being the point of beginning. From this beginning point proceed S 18 deg. 18' 31" W along the East boundary of said referenced property 249.09 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed S 69 deg. 23' 26" E, along the right of way of said highway 391.91 feet, more or less; to a point that is 283.5 feet perpendicular to the East boundary of the NE 1/4 of SW 1/4 of said section; thence proceed N 00 deg. 52' 10" E parallel to the East boundary of said NE 1/4 of SW 1/4 and the East boundary of the SE 1/4 of NW 1/4 328.10 feet; thence proceed N 81 deg. 02' 27" W, along the Southerly boundary of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 144 at Page 98 for a distance of 300.0 feet to the point of beginning. The above described land is located in the NE 1/4 of SW 1/4 and the SE 1/4 of NW 1/4 of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

Parcel C:

Southwest fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East; Southeast fourth of Northwest fourth, Section 30, Township 22 North, Range 20 East. Less and except therefrom the following two parcels: (1) One acre, more or less, conveyed by J.A. Smith, III, a widower, to Gloria Higgins by deed dated 11/6/1990, recorded in Deed Book 92, at Page 235 in the Probate Office of Coosa County, Alabama; (2) Four acres, more or less, conveyed by J.A. Smith, III, a widower, to Mary Jones by deed dated 4/4/1995, recorded in Deed Book Book 199, at Page 19 in the Probate Office of Coosa County, Alabama. All that part of North half of Southwest fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, lying East of County Road, Less and Except therefrom the following parcel: One acre, more or less, conveyed by J. A. Smith, III and wife Winifred M. Smith to Henry Mitchell, Jr. by deed dated 6/22/1973 recorded in Deed Book 62, at Page 286 in the Probate Office of Coosa County, Alabama. Southeast fourth of Northeast fourth Section 25, Township 22 North, Range 19 East, Coosa County, Alabama. All of the above lands being located in Coosa County, Alabama.

Parcel D:

One hundred (100) acres on East side of West half Section 35, Township 22, Range 19 and also, an easement for ingress and egress to a parcel of land containing 100 acres on East side of West half of Section 35, Township 22, Range 19, particularly described as follows: Said easement to be 30 feet in width, and to lie South and East of the following described line: Begin at the point where the South right of way of paved County Road intersects the North boundary line of Northwest fourth of Northeast fourth Section 35, Township 22, Range 19; thence West along North boundary of said Northwest fourth of Northeast fourth to a point 135.8 feet of Northwest corner of said forty; thence S 10 deg. W, 310 feet; thence West 71.3 feet to West boundary of said Northwest fourth of Northeast fourth of said section.



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EXHIBIT "A" continued

Parcel E:

Northwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19. Less and except that portion thereof as set forth as the "Less and Except" portion on Exhibit "B" (Parcel 1) as referred to in Deed Book 104, Page 242.

Also,

Southwest fourth of Northeast fourth, Section 35, Township 22 South, Range 19.


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