REAL ESTATE MORTGAGE

This instrument prepared by
Sandra Benefield
One Perimeter Park South Suite 100N
Birmingham , AL 35243

THE STATE OF ALABAMA
COUNTY OF Shelby Date June 14, 2013
For First South Farm Credit, ACA
as agent/nominee
Address One Perimeter Park South Suite 100N Birmingham , AL
35243-

This mortgage is filed as and shall constitute a fixture filing in accordance with the provisions of section 7-9A-502 of the code of Alabama.

WHEREAS Earsey Brian Skelton, a married man ("Debtor(s)"), whether one or more is/are justly indebted to First South Farm Credit, ACA as agent/nominee, of Birmingham, AL ("Mortgagee") in the principal sum of Forty Eight Thousand and 00/100 DOLLARS ($ 48,000.00), as evidenced by a promissory note(s) dated June 14, 2013 ,and payable in accordance with the terms thereof. **Debtor(s) promise to pay this indebtedness in full not later than** 06-01-2043

AND WHEREAS, it is contemplated that the Debtor(s) herein, either individually or jointly, may now be, or hereafter be, indebted to Mortgagee on account of additional advances, loans or obligations, which also include any and all indebtedness of other parties in favor of Mortgagee, which any of the Debtor(s) is now or may hereafter (and before payment in full of the Mortgage debt hereinabove described and cancellation of this instrument) become contingently liable or obligated as surety, guarantor, endorser or otherwise, as well as any and all direct or liquidated indebtedness now or hereafter (and before the payment in full of the Mortgage debt hereinabove described and cancellation of this instrument) incurred by any of the undersigned Mortgagors in favor of the Mortgagee, whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise.

Provisions herein securing future or additional loans or advances or other obligations of the Debtor(s) shall not be construed to obligate Mortgagee to make any such future loans or advances and the making of any such future loans or advances shall be in the absolute discretion of Mortgagee.

NOW THEREFORE, in consideration of the premises and the Mortgage loan hereinabove described, and all extensions, renewals, refinances, reamortizations and any other rearrangements of the Mortgage loan, and any additional advances, loans or obligations to any of the Debtor(s) as herein described, each of the Debtor(s) and Mortgagor(s) do hereby expressly state and acknowledge to be of value and benefit to him/her/it, regardless of how and in what manner the proceeds of said loans, renewals, or refinances are disbursed or created, and in order to secure payment of debts or any other debts of Debtor(s) or any of them to Mortgagee, its successors or assigns, and to secure any other amount that the Mortgagee, its successors and assigns may advance to the Debtor(s) or any of them, and to secure payment in full of all said debts, cost of collection and attorneys' fees,
Earsey Brian Skelton, a married man ("Mortgagor(s)") do(es)

hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate situated in Shelby County, Alabama (all of which will be collectively referred to herein as the "Property") to-wit:
See attached Exhibit "A" made a part of this mortgage by reference.

TO HAVE AND TO HOLD the aforegranted premises, together with improvements and appurtenances thereunto belonging and all fixtures now or hereafter attached thereto, unto the Mortgagee and its successors and assigns FOREVER, Mortgagor(s) agree(s) that this Mortgage instrument shall, in addition to this debt, secure all other debts and obligations owed by Debtor(s) or any one of them to Mortgagee; and should Debtor(s) become indebted to Mortgagee in excess of the amount herein stated, including pre-existing debt, Debtor(s) and Mortgagor(s) expressly agree(s) that such debts shall be and the same are hereby made a part of this Mortgage debt, with all the rights, power and authority, as to the collection and foreclosure herein expressed. Debtor(s) and Mortgagor(s) expressly agree(s) that the language contained in this instrument and the language contained in each of the promissory notes given unto Mortgagee, evidencing present debts or future and additional loans, obligations or advances, correctly sets forth the intention of Debtor(s) and Mortgagor(s).

Mortgagee will not extend credit to Debtor(s) without the Mortgagor(s) entering into this Accommodation Mortgage, and Mortgagor(s) acknowledges that the benefit received by Debtor(s) constitutes consideration for the Mortgagor(s) entering into this Accommodation Mortgage, and the receipt and sufficiency of such consideration is hereby expressly acknowledged by the Mortgagor(s)

Debtor(s) and Mortgagor(s) do(es) hereby further pledge, pawn and deliver unto said Mortgagee, its successors and assigns, all of the stock and participation certificates of said Mortgagee, owned or acquired hereafter by Debtor(s) or Mortgagor(s), or any of them, said Mortgagee hereby accepting and acknowledging same.

Mortgagor(s) covenant(s) with Mortgagee and its successors and assigns, that Mortgagor(s) is/are lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances, unless otherwise herein stated; that Mortgagor(s) has/have good right to sell and convey the same to Mortgagee; that Mortgagor(s) will warrant and defend the premises to the Mortgagee and its successors and assigns forever against the lawful claims and demands of all persons; and covenant(s) that said Mortgagor(s) shall not sell or further encumber said Property without the written consent of Mortgagee, its successors and assigns.

The undersigned Debtor(s) and Mortgagor(s) expressly agree, jointly and individually, that this Mortgage shall remain in full force and effect as security for the full performance of all obligations of Debtor(s) and Mortgagor(s) herein described and also as security for the payment, when due, of all present or future debts herein described, with interest thereon, and notwithstanding any extensions of the time of, or for the payment of any of said principal or interest, or any changes in the amounts agreed to be paid under or by virtue of any obligations provided for in this mortgage, or any changes by way of release or surrender of any collateral and/or real estate held as security. The undersigned Mortgagor(s) and Debtor(s) waive(s) all and every kind of notice of any such extensions or changes and agree that the same may be made without the joinder of the undersigned. And each of the undersigned further, jointly and individually, agree to notify, in writing, Mortgagee, its successors and assigns, of any transfer by deed or otherwise of any of the security herein, whether it be among themselves or a third party and of any encumbrances of any collateral and/or real estate held as security by Mortgagee herein, as well as any liens and suits filed and judgments obtained against them or any of them, it being expressly understood, as hereinabove stated, that any sale or further encumbering of any of the security herein described, without the written consent of Mortgagee, its successors and assigns, shall constitute a default under the within Mortgage.

BUT, THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say: If the Debtor(s) or Mortgagor(s) shall well and truly pay, when due, all sums hereby secured, including future loans and advances, and fulfill all other obligations under this Mortgage, then this conveyance shall become void. But if (a) the Debtor(s) and Mortgagor(s) fail(s) to perform any obligation or agreement herein contained, or (b) violate any provision herein included, or (c) fail to pay when due, any sums hereby secured, including present or future loans, obligations and advances due by any one of the Debtor(s), or (d) fail to pay any installment of any such debt when due or at maturity, or (e) in the event of any other default hereunder, or (f) should Debtor(s) or Mortgagor(s) become insolvent, be adjudicated bankrupt or made defendant in bankruptcy or receivership proceedings, either State or Federal, or (g) if Mortgagee, in good faith believes that the prospect of payment, performance or realization on the security is impaired, or (h) if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M, then at the option of the Mortgagee, its successors and assigns, the whole of all debts hereby secured may be declared due and payable, and this Mortgage shall be subject to foreclosure whereupon

Mortgagee or its agents, attorneys or assigns are hereby authorized to immediately take possession of the real estate herein described and are further authorized and empowered to sell said Property, hereby conveyed, at auction for cash to the highest bidder at the courthouse door of the county courthouse of any county wherein any of the real estate hereby conveyed is situated, first having given notice thereof by publication once a week for three successive weeks in any newspaper then published in each county in which any part of said land is situated; (and if no newspaper is then published in said county or counties, publication in a newspaper having general circulation therein shall suffice). In the event of such sale, the Mortgagee, or its successors and assigns, are authorized to purchase the said real estate or any part thereof as if strangers, and the auctioneer or person making the sale is hereby expressly empowered to execute a conveyance in the name(s) of the Mortgagor(s) and Mortgagee, or its successors or assigns, to any purchaser at such sale; and, out of the proceeds of said sale Mortgagee shall first pay all expenses incident thereto, including reasonable and lawful attorneys' fees; then retain enough to pay said debts with the interest thereon and all other outstanding indebtedness then owing to the said Mortgagee, its successors and assigns, and the balance, if any shall be paid to Mortgagor(s) or any other party entitled thereto.

With respect to the Property, Mortgagor(s) has/have complied, is/are in compliance, and will at all times comply in all respect with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments, or decrees of all governmental authorities (whether Federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

The Mortgagor(s) hereby grant(s), and will cause any tenants to grant, to Mortgagee, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property thereon, as the Mortgagee, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Mortgagee be obligated to perform such inspections or tests.

Mortgagor(s) agree(s) to indemnify and hold Mortgagee, its directors, employees, agents, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys' fees and expenses incurred by Mortgagee in and for this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Mortgagor(s) to comply with the environmental representations, warranties and covenants contained herein.

Mortgagor's(s') representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

To provide for payment of all debts secured by this Mortgage, Mortgagor(s) hereby assign(s) to the Mortgagee all sums of money which are now due or hereafter may become due to Mortgagor(s) for claims, injury or damage to the Property from any cause, and also all sums which are now due or hereafter may become due to Mortgagor(s) as rents, royalties, bonuses or delay rentals under any oil, gas or other mineral lease now existing, or hereafter entered into by Mortgagor(s) on the Property described above and to assign payment of these sums to the Mortgagee. Mortgagor(s) agree(s) to execute and deliver to the Mortgagee any further instruments which the Mortgagee may require. At the Mortgagee's option, sums paid to it by virtue of this assignment may be released by the Mortgagee to Mortgagor(s), and release of any such sums shall not prevent the Mortgagee from receiving payment of any other sums under this assignment. If not released by the Mortgagee to Mortgagor(s), such sums may be applied to pay any matured debt owing to the Mortgagee, or if no matured debt exists, such sums may be applied as advance payment of principal, according to the provisions of the promissory note described herein. Release of this Mortgage of record shall automatically terminate the Mortgagee's right to recover any further sums under this assignment.

All the rents, royalties, issues, profits, revenue, income and other benefits of the Property described aforesaid arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (the "Rents and Profits") are hereby absolutely assigned, transferred and conveyed to Mortgagor(s) to be applied by Mortgagee in payment of the principal and interest and all other sums payable on the promissory note described herein and all other sums payable under or by this Mortgage. Prior to the happening of any event of default as specified herein, Mortgagee shall have a license to collect and receive all Rents and Profits as trustee for the benefit of the Mortgagor(s) and shall apply the amount so allocated first to the payment of interest and principal and other sums due and payable under the promissory note described herein, and to the payment of all other sums payable under this Mortgage. Thereafter, so long as no event of default has occurred, the balance shall be distributed to the account of Mortgagor(s). Nothing contained in this article or elsewhere in this Mortgage shall be construed to make or render Mortgagee in possession unless and until Mortgagee actually takes possession of the Property described herein either in person or through an agent or receiver.

20130618000249810 3/9 $37.00
Shelby Cnty Judge of Probate, AL
06/18/2013 10:19:11 AM FILED/CERT

Mortgagor(s) hereby agree(s) to indemnify Mortgagee for and save harmless from any and all liability, loss or damage, including reasonable attorneys' fees, which Mortgagee might incur under said leases or by virtue of this assignment, and from any and all claims and demands whatsoever, which may be asserted against Mortgagee thereunder or hereunder, and, without limiting the generality of the foregoing, and covenants that this assignment, prior to any such default by Mortgagor(s) and entry upon the Property described herein by Mortgagee by reason thereof, shall not operate to place responsibility for control, care, management or repair of the Property described aforesaid upon the Mortgagee, nor need carrying out of said leases, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property described aforesaid herein by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said Property described aforesaid resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

Mortgagor(s) shall not execute any lease of all or any portion of the Property described herein without the prior written consent of Mortgagee and all leases entered into hereafter will be in form and substance subject to the approval of the Mortgagee.

Mortgagor(s) will at all times promptly and faithfully perform or cause to be performed all the covenants, conditions and agreements contained in all leases of the Property described aforesaid now or hereafter existing on the part of the lessor thereunder to be kept and performed.

If, at such time, a receiver has not been appointed, any monies received or collected by Mortgagee, its successors or assigns, by virtue of this assignment, shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Mortgagee, its successors and assigns:

1. To the payment of all necessary expenses for the operation, protection and preservation of the Property described aforesaid, including the total and customary fees for management services and reasonable attorneys' fees.

2. To the payment of taxes levied and assessed against the Mortgaged Property described aforesaid as said taxes and assessments become due and payable.

3. To the payment of premiums due and payable on any insurance policy described aforesaid.

4.To the payment of installments of principal and interest due on the herein described Promissory Note as and when they become due and payable.

5. The balance remaining after payment of the above shall be paid to the then owner of record of the Property described aforesaid.

If Mortgagee herein, its successors or assigns, elects to foreclose this Mortgage in a Court having jurisdiction thereof, Mortgagor(s) will pay the costs thereof including reasonable attorneys' fees, which shall be and constitute a part of the debt hereby secured.

Mortgagor(s) and Debtor(s) further specifically waive(s) all exemptions which Mortgagor(s) or Debtor(s) has/have, or to which Mortgagor(s) or Debtor(s) may be entitled under the Constitution and laws of the State of Alabama or any other State in regard to the collection or enforcement of the debts hereby secured.

Mortgagor(s) promise(s) and agree(s) to pay all taxes and other lawful charges and assessments which may be imposed upon, or levied against the real estate, hereby described, before the same become delinquent, so long as the debts hereby secured remain unpaid; and also to keep buildings and other improvements on said above described real estate insured against loss by fire, lightning, tornado, earthquake, theft, and all other expected risks and perils as Mortgagee may require and in such companies and under such policies and in such form as Mortgagee may require, to their full insurable value, until all debts hereby secured have been paid in full. All such policies of insurance shall contain loss payable clauses in favor of Mortgagee and the original of such policies shall be deposited with Mortgagee.

It is further hereby agreed that failure of Debtor(s) or Mortgagor(s) to insure the Property as herein required and/or failure to pay taxes and assessments due thereon before the same become delinquent, shall constitute default in the terms of this Mortgage; and in such event Mortgagee, its successors and assigns, may at this option and without notice pay such delinquent insurance premiums, taxes, or assessments, add the same to the principal of the Mortgage indebtedness, declare the Mortgage in default, and proceed at its option to foreclose the same just as if default had been made in the payment of any other debt hereby secured.

If required as a condition of any loan secured hereunder, Debtor(s) or Mortgagor(s) shall pay to Mortgagee on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Mortgagee, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Mortgagee. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Mortgagee shall promptly refund to Debtor(s) or Mortgagor(s) any funds held by Mortgagee under this escrow requirement.

If the land covered by this Mortgage is located in a government mandated flood area where participation in a Federal Flood Insurance Program is required, MORTGAGOR agrees that upon receipt of notification from MORTGAGEE and within the time period established by MORTGAGEE, MORTGAGOR will obtain and maintain flood insurance in such amount as MORTGAGEE requires on all buildings, improvements, fixtures and any mobile home(s), now existing or hereafter erected, placed or maintained on or in the mortgaged land described in this Mortgage, together with all other personal property securing MORTGAGOR'S obligations to MORTGAGEE and maintained on or in such buildings, improvements or mobile home(s), until the loans, future advances and all other indebtedness secured by the Mortgaged Land and this Mortgage is fully paid. MORTGAGEE may require MORTGAGOR to obtain or maintain such flood insurance at the time any loan(s) secured hereby are made or at any time thereafter until the loans secured by such property are fully paid. MORTGAGOR agrees to pay MORTGAGEE the cost of premiums and fees incurred with purchasing flood insurance for MORTGAGOR, if MORTGAGOR fails to do so within the time period required by MORTGAGEE. At the option of the MORTGAGEE, insurance funds may be used for reconstruction or repair of the destroyed or damaged insured buildings and insurance funds not so used shall be applied on such part of the indebtedness secured hereby as MORTGAGEE, in its sole discretion, may determine.

Mortgagor(s) agree(s) not to abandon the Property, not to commit waste, to use the Property in a good and husbandlike manner for lawful purposes only, and to keep the Property in a good state of repair. It is further agreed that in the event the Mortgagor(s) fail(s) to keep the Property, or any part thereof in a good state of repair, the Mortgagee shall have the right, at its option, to make needed repairs or improvements and such expenditures shall become part of the debt secured. It is further agreed that Mortgagee may make inspections of the Property at any time without notice.

Mortgagor(s) and Debtor(s) further agree that if at any time hereafter, the Mortgagee shall for any reason employ agents or attorneys in connection with this Mortgage, or the enforcement of this Mortgage, including, but not limited to, retention of counsel for representation of the Mortgagee in any proceeding arising out of, or in connection with a bankruptcy action filed by or against this Mortgagor, including, but not limited to retention of counsel for representation of the Mortgagee in any proceeding arising out of, or in connection with a bankruptcy action filed by or against the Debtor(s) or Mortgagor(s), or in connection with any matter affecting the title, or right to possess the said real estate, Mortgagor(s)/ Debtor(s) agree(s) to pay all reasonable costs and attorneys' fees in connection with such representation and such costs and attorneys' fees shall be included as part of the obligation secured hereby.

Unless a contrary intention is indicated by the context, words used herein in the masculine gender include feminine and the neuter, and the singular includes the plural and the plural the singular. Whenever used, the term "Debtor(s)" shall include all debtors collectively and any one of the debtors individually, and all liability shall be joint and several. Whenever used, the term "Mortgagor(s)" shall include all mortgagors collectively and any one of the mortgagors individually, and all liability shall be joint and several. Whenever the terms "Debtor(s)" and "Mortgagor(s)" are used together, all liability to each debtor and mortgagor shall be joint and several.

This Mortgage and the obligation secured hereby is subject to the provision of the Farm Credit Act of 1971, (12 USC 2001, et seq.) as amended and supplemented from time to time.

The laws of the State of Alabama will govern this Mortgage and the debts secured hereby. THIS MORTGAGE SECURES PRE-EXISTING AND SUBSEQUENT DEBTS.

[X] If marked, then Mortgagor(s) do(es) hereby represent and covenant that the herein described Property does not constitute Homestead Property within the meaning of Section 6-10-3, Code of Alabama (1975).

THIS MORTGAGE IS EXECUTED BY THE MORTGAGOR IN FAVOR OF, AND THE TERM "MORTGAGEE" AS USED HEREIN SHALL INCLUDE, First South Farm Credit, ACA , FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES First South Farm Credit, FLCA AND ______ , AS THEIR INTERESTS MAY APPEAR.

IN WITNESS WHEREOF, the Debtor(s) and Mortgagor(s) has/have hereunto signed their name(s) and seal(s) this 14th day of June, 2013.

x Earsey Brian Skelton (SEAL)
Earsey Brian Skelton

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

_______________ (SEAL)

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF ALABAMA }
COUNTY OF SHELBY }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that Earsey Brian Skelton, a married man

whose name(s) is/are signed to the foregoing Mortgage, and who is/are known to me, acknowledge before me on this date, that, being informed of the contents of the within Mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my name and seal this 14th day of June, 2013.

Notary Public [signature]

My Commission Expires: 10/4/16

CORPORATE* PARTNERSHIP* ASSOCIATION ACKNOWLEDGEMENT

THE STATE OF }
COUNTY OF ______ }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that ______ and ______ whose name(s) as ______ and ______ of ______ is/are signed to the foregoing Mortgage, and who is/are known to me, acknowledged before me on this date, that, being informed of the contents of the within Mortgage, he/she/they executed the same voluntarily and with full authority on the day the same bears date for and as the act of said ______.

Given under my name and seal this ______ day of ______, ______.

Notary Public ______

My Commission Expires: ______

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF }
COUNTY OF ______ }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that

whose name(s) is/are signed to the foregoing Mortgage, and who is/are known to me, acknowledge before me on this date, that, being informed of the contents of the within Mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my name and seal this ______ day of ______, ______.

Notary Public ______

My Commission Expires: ______

File No.: s-13-20465

EXHIBIT A

PARCEL I:

A parcel of land situated in the Southeast Quarter of Section 17, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:
Commence at a 1-inch square rock locally accepted to be the Northeast corner of the Southeast Quarter of said Section 17; thence run North 89 degrees 52 minutes 55 seconds West along the North line of said quarter Section for a distance of 582.88 feet to an iron pin found on the West right of way line of Shelby County Highway No 5, said iron being on a curve to the left, having a central angle of 01 degrees 21 minutes 45 seconds, a radius of 3,314.00 feet and chord bearing of South 05 degrees 54 minutes 38 seconds East; thence run in a Southeasterly direction along the arc of said curve and also along said West right of way line for a distance of 78.80 feet to an iron pin found; thence run tangent to last stated curve South 06 degrees 35 minutes 31 seconds East along said West right of way line for a distance of 977.31 feet to an iron pin found; thence run North 89 degrees 47 minutes 40 seconds West for a distance of 548.53 feet to an iron pin found; thence run South 85 degrees 33 minutes 56 seconds West for a distance of 318.43 feet to the point of beginning; thence continue South 85 degrees 33 minutes 56 seconds West for a distance of 440.79 feet to a point on the centerline of Beeswax Creek; thence run South 38 degrees 01 minutes 19 seconds West along said centerline of Beeswax Creek for a distance of 126.55 feet to a point; thence run South 26 degrees 45 minutes 18 seconds West along said centerline of Beeswax Creek for a distance of 48.30 feet to a point; thence run South 07 degrees 16 minutes 19 seconds West along said centerline of Beeswax Creek for a distance of 207.13 feet to a point; thence run South 09 degrees 40 minutes 22 seconds West along said centerline of Beeswax Creek for a distance of 179.62 feet to a point; thence run South 00 degrees 40 minutes 34 seconds West along said centerline of Beeswax Creek for a distance of 270.26 feet to a point; thence run South 19 degrees 22 minutes 30 seconds East along said centerline of Beeswax Creek for a distance of 85.41 feet to a point; thence run South 52 degrees 28 minutes 34 seconds East along said centerline of Beeswax Creek for a distance of 37.20 feet to a point; thence run South 74 degrees 00 minutes 10 seconds East along said centerline of Beeswax Creek for a distance of 102.23 feet to a point; thence run South 81 degrees 18 minutes 13 seconds East along said centerline of Beeswax Creek for a distance of 72.57 feet to a point; thence run South 79 degrees 54 minutes 37 seconds East along said centerline of Beeswax Creek for a distance of 65.35 feet to a point; thence run South 53 degrees 05 minutes 30 seconds East along said centerline of Beeswax Creek for a distance of 142.67 feet to a point; thence run South 10 degrees 25 minutes 07 seconds East along said centerline of Beeswax Creek for a distance of 133.83 feet to a point; thence run South 12 degrees 29 minutes 29 seconds West along said centerline of Beeswax Creek for a distance of 305.82 feet to a point; thence run South 17 degrees 10 minutes 03 seconds West along said centerline of Beeswax Creek for a distance of 25.90 feet to a point; thence run South 05 degrees 51 minutes 41 seconds West for a distance of 74.65 feet to a point on the Northwest right of way line of Shelby County Highway #30, being on a curve to the right having a central angle of 08 degrees 46 minutes 36 seconds, a radius of 1,624.14 feet; and a chord bearding of North 76 degrees 42 minutes 18 seconds East; thence run in a Northeasterly direction along the arc of said curve and also along said right of way line for a distance of 248.79 feet to a point; thence run North 89 degrees 28 minutes 43 seconds East along said right of way line for a distance of 23.87 feet to an iron pin found; thence run North 00 degrees 35 minutes 36 seconds West for a distance of 1541.11 feet to the point of beginning.
According to survey of Carl Daniel Moore, RLS #12159, dated May 6, 2013.

LESS AND EXCEPT any portion of caption lands lying within Section 20, Township 21 South, Range 1 East, Shelby County, Alabama.

PARCEL II:

A parcel of land situated in South half of Section 17 and the North half of Section 20, Township 21 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1 inch crimped iron found locally accepted to be the southeast corner of said Section 17; thence run along an assumed bearing of North 89 degrees 43 minutes 30 seconds West and also along the South line of said Section 17 for a distance of 1914.86 feet to the POINT OF BEGINNING; thence continue North 89 degrees 43 minutes 30 seconds West along said South line for a distance of 693.78 feet to a point; thence run North 00 degrees 16 minutes 30 seconds East for a distance of 30.00 feet to a point on a curve to the right, having a central angle of 98 degrees 26 minutes 18 seconds a radius of 100.00 feet and a chord bearing of North 40 degrees 30 minutes 21 seconds West; thence run in a northwesterly direction along the arc of said curve for a distance of 171.81 feet to a point; thence run North 08 degrees 42 minutes 48 seconds East for a distance of 363.49 feet to a point on a curve to the left having a central angle of 07 degrees 38 minutes 50 seconds a radius of 280.00 feet and a chord bearing of North 04 degrees 53 minutes 23 seconds East; thence run in a northeasterly direction along the arc of said curve for a distance of 37.37 feet to a point; thence run North 01 degree 03 minutes 58 seconds East for a distance of 201.55 feet to a point on a curve to the right having a central angle of 18 degrees 18 minutes 23 seconds a radius of 150.00 feet and a chord bearing of North 10 degrees 13 minutes 09 seconds East; thence run in a northeasterly direction along the arc of said curve for a distance of 47.93 feet to a point; thence run North 19 degrees 22 minutes 21 seconds East for a distance of 47.64 feet to a point on a curve to the left having a central angle of 43 degrees 55 minutes 07 seconds a radius of 185.00 feet and a chord bearing of North 02 degrees 35 minutes 13 seconds West; thence run in a northwesterly direction along the arc of said curve for a distance of 141.81 feet to a point on a reverse curve to the right having a central angle of 25 degrees 40 minutes 07 seconds a radius of 520.00 feet and a chord bearing of North 11 degrees 42 minutes 43 seconds West; thence run in a northwesterly direction along the arc of said curve for a distance of 232.96 feet to a point; thence run North 01 degree 07 minutes 21 seconds East for a distance of 267.90 feet to a point; thence run South 89 degrees 52 minutes 21 seconds East for a distance of 803.36 feet to the centerline of Beeswax Creek; thence run South 26 degrees 45 minutes 18 seconds West along said centerline of Beeswax

Creek for a distance of 48.30 feet to a point; thence run South 07 degrees 16 minutes 19 seconds West along said centerline of Beeswax Creek for a distance of 207.13 feet to a point; thence run South 09 degrees 40 minutes 22 seconds West along said centerline of Beeswax Creek for a distance of 179.62 feet to a point; thence run South 00 degrees 40 minutes 34 seconds West along said centerline of Beeswax Creek for a distance of 270.26 feet to a point; thence run South 19 degrees 22 minutes 30 seconds East along said centerline of Beeswax Creek for a distance of 85.41 feet to a point; thence run South 52 degrees 28 minutes 34 seconds East along said centerline of Beeswax Creek for a distance of 37.20 feet to a point; thence run South 74 degrees 00 minutes 10 seconds East along said centerline of Beeswax Creek for a distance of 102.23 feet to a point; thence run South 81 degrees 18 minutes 13 seconds East along said centerline of Beeswax Creek for a distance of 72.57 feet to a point; thence run South 79 degrees 54 minutes 37 seconds East along said centerline of Beeswax Creek for a distance of 65.35 feet to a point; thence run South 53 degrees 05 minutes 30 seconds East along said centerline of Beeswax Creek for a distance of 142.67 feet to a point; thence run South 10 degrees 25 minutes 07 seconds East along said centerline of Beeswax Creek for a distance of 133.83 feet to a point; thence run South 12 degrees 29 minutes 29 seconds West along said centerline of Beeswax Creek for a distance of 305.82 feet to a point; thence run South 17 degrees 10 minutes 03 seconds West along said centerline of Beeswax Creek for a distance of 25.90 feet to a point; thence run South 05 degrees 51 minutes 41 seconds West for a distance of 74.65 feet to a point on the northwest right of way of Shelby County Highway #30 being on a curve to the left having a central angle of 08 degrees 42 minutes 32 seconds a radius of 1,624.14 feet and a chord bearing of South 67 degrees 57 minutes 44 seconds West; thence run in a southwesterly direction along the arc of said curve and also along said right of way for a distance of 246.87 feet to a point; thence run North 25 degrees 05 minutes 01 second West for a distance of 57.83 feet to a point on a curve to the left having a central angle of 37 degrees 57 minutes 52 seconds a radius of 35.00 feet and a chord bearing of North 44 degrees 03 minutes 57 seconds West; thence run in a northwesterly direction along the arc of said curve for a distance of 23.19 feet to a point; thence run North 63 degrees 02 minutes 53 seconds West for a distance of 32.80 feet to a point on a curve to the left having a central angle of 26 degrees 40 minutes 37 seconds a radius of 42.91 feet and a chord bearing of North 76 degrees 23 minutes 11 seconds West; thence run in a northwesterly direction along the arc of said curve for a distance of 19.98 feet to the Point of Beginning.

ALSO:

A 60 foot easement for ingress and egress and utilities, situated in Sections 17 and 20, Township 21 South, Range 1 East, Shelby County, Alabama, lying 30 feet each side of a centerline, being more particularly described as follows;

Commence at a 3/8 inch rebar found locally accepted to be the northwest corner of the Northeast quarter of the Southwest quarter of said Section 17; thence run East along the North line of said quarter-quarter section for a distance of 1,267.63 feet to an iron pin set; thence turn an angle to the right of 87 degrees 36 minutes 38 seconds and run in a southeasterly direction for a distance of 1,084.03 feet to a point; thence turn an angle to the left of 88 degrees 00 minutes 00 seconds and run in an easterly direction for a distance of 30.02 feet to the point of beginning; thence turn an angle to the right of 88 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 85.95 feet to a point; thence turn an angle to the right of 02 degrees 59 minutes 42 seconds and run in a southwesterly direction for a distance of 307.01 feet to a point on a curve to the left, having a central angle of 25 degrees 40 minutes 07 seconds a radius of 520.00 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 232.96 to a point on a reverse curve to the right, having a central angle of 43 degrees 55 minutes 07 seconds and a radius of 185.00 feet; thence run in a southeasterly to southwesterly direction along the arc of said curve for a distance of 141.81 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 47.64 feet to a point on a curve to the left, having a central angle of 18 degrees 18 minutes 23 seconds and a radius of 150.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 47.93 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 201.55 feet to a point on a curve to the right, having a central angle of 07 degrees 38 minutes 50 seconds and a radius of 280.00 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 37.37 feet to a point; thence run tangent to last stated curve in a southwesterly direction for a distance of 363.49 feet to a point on a curve to the left, having a central angle of 98 degrees 26 minutes 18 seconds and a radius of 100.00 feet; thence run in a southwesterly to southeasterly direction along the arc of said curve for a distance of 171.81 feet to a point; thence run tangent to last stated curve in an easterly direction for a distance of 491.20 feet to a point on a curve to the right, having a central angle of 59 degrees 48 minutes 18 seconds and a radius of 207.12 feet; thence run in a southeasterly direction along the arc of said curve for a distance of 216.19 feet to a point; thence run tangent to last stated curve in a southeasterly direction for a distance of 66.51 feet to the North right of way line of Shelby County Highway No. 30 and the end of said easement.