


This instrument prepared by or under the supervision of
(and after recording should be returned to):

Name: Jones Walker LLP
499 S Capitol Street SW, Suite 600
Washington, D.C. 20003
Attention: Gregory W. Kuehnle, Esq.

STATE OF ALABAMA)

Shelby COUNTY)


20130909000366760 1/45 \$15146.00
Shelby Cnty Judge of Probate, AL
09/09/2013 02:45:05 PM FILED/CERT

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (the "Mortgage") is made and entered into as of the 30 day of August, 2013, by **BOEX, LLC**, a Florida limited liability company (the "Mortgagor"), whose address is P.O. Box 7598, St. Petersburg, Florida 33724, and **CITIZENS NATIONAL BANK, N.A.**, a national banking association (the "Mortgagee"), whose address is Business Banking, 2711 East Texas Street, Bossier City, Louisiana 71111.

THIS MORTGAGE SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9a-502(c), CODE OF ALABAMA (1975), AS AMENDED.

WITNESSETH:

WHEREAS, Mortgagee has this date made a loan for business use to Mortgagor and Mortgagor is justly and lawfully indebted to Mortgagee in the sum of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00) (the "Loan"), as evidenced by that certain promissory note executed by Mortgagor payable to the order of Mortgagee (as the same may be modified, amended, renewed or extended, the "Note"), bearing the same date as this Mortgage and to be paid according to its terms (reference to said Note is hereby made to the same extent as if it is set forth in full herein);

WHEREAS, said indebtedness and all other debts, obligations and liabilities secured hereby from time to time are referred to herein as the "Obligations", and Mortgagor and all makers, endorsers, sureties, guarantors, accommodation parties and all persons liable or to become liable with respect to the Obligations are each referred to herein as an "Obligor", and this Mortgage and the Note of even date herewith, evidencing the Obligations and all other instruments and documents executed in connection with the Obligations by Mortgagor and/or any other Obligor are referred to herein as the "Credit Documents";

WHEREAS, this Mortgage covers goods which are or are to become fixtures, is effective as a financing statement filed as a fixture filing and is to be filed in the real estate records;

NOW, THEREFORE, to secure the payment of the Loan and such future or additional advances as may be made by Mortgagee, at its option and for any purpose, to Mortgagor or

Mortgagor's permitted successor(s) in title, evidenced by the Note, plus interest and any disbursements made for the payment of taxes or levies on the property covered by the lien of this Mortgage with interest on those disbursements), and to secure the full and faithful performance of the covenants and agreements contained in this Mortgage and the other Credit Documents, and for and in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor does hereby GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, ASSIGN, TRANSFER, MORTGAGE, HYPOTHECATE, PLEDGE, DELIVER, SET OVER, WARRANT and CONFIRM unto Mortgagee, WITH POWER OF SALE, its successors and assigns forever all right, title and interest of Mortgagor in and to the following property:

All those certain lots, pieces, or parcels of land lying and being in St. Clair County, Jefferson County, Mobile County and Shelby County, State of Alabama, being legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with the buildings and improvements now or hereafter situated thereon (the "Improvements").

TOGETHER WITH all and singular the tenements, hereditaments, easements, riparian rights and other rights now or hereafter belonging or appurtenant to the Land, and the rights (if any) in all adjacent roads, ways, streams, alleys, strips and gores, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor of, in and to the same and every part and parcel thereof;

TOGETHER WITH any and all tangible property (collectively, the "Equipment") now or hereafter owned by Mortgagor and now or hereafter located at, affixed to, placed upon or used in connection with the Land or the Improvements, or any present or future improvements thereon, including without limitation: all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; all elevators, escalators, lifts and dumbwaiters; all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; all furniture, furnishings, fixtures, appliances, installations, partitions, shelving, cabinets, lockers, vaults and wall safes; all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; and any other items of property, wherever kept or stored, if acquired by Mortgagor with the intent of incorporating them in and/or using them in connection with the Land or the Improvements; together also with all additions thereto and replacements and proceeds thereof; all of which foregoing items described in this paragraph are hereby declared to be part of the real estate and encumbered by this Mortgage; and

TOGETHER WITH any and all rents, revenues, receipts, accounts receivable, income,

issues, profits and proceeds of the Land or Improvements, and all right, title and interest of Mortgagor in and under all leases, licenses, concessions, rentals (transient or otherwise), tenancies and occupancy agreements of any nature whatsoever (and any extensions and renewals thereof) now or hereafter affecting the Land or Improvements; and

TOGETHER WITH (a) any and all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the Improvements or any part thereof; (b) intentionally omitted; (c) all rights of Mortgagor in and to all supplies and building materials, wherever located, for the construction or refurbishing of the Improvements, and any bill of lading, warehouse receipt or other document of title pertaining to any such supplies and materials; and (d) all rights of Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, permits, licenses, equipment leases, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or other general intangibles whatsoever now or hereafter dealing with, affecting or concerning the Land or the Improvements or any portion thereof or interest therein, including but not limited to: (i) all contracts and agreements with any architect, engineer, designer, general contractor, supplier or landscaping firm, and any related plans, specifications or shop drawings, for or related to the Land or its development or the construction or refurbishing of the Improvements, (ii) all permits, licenses and approvals issued by any governmental authority from time to time with respect to the development of the Land or the construction or refurbishing or operation of the Improvements, including any zoning permits or occupancy permits; (iii) all environmental inspection reports, structural inspection reports, geotechnical evaluation reports, property appraisal reports, and all other reports, studies, evaluations and appraisals now or hereafter prepared for the Mortgagor with respect to the Land or Improvements; (iv) all service, maintenance or operating contracts and agreements pertaining to the Land or the Improvements, including any contracts pertaining to management, security, parking, cable or satellite television or other entertainment, waste disposal, maintenance, cleaning, laundry or operating supplies; (v) any agreements for the provision of water, sewer, electricity, telephone, gas or other utilities to the Land or the Improvements, (vi) all fidelity, construction, payment, performance and/or other bonds, (vii) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers, and (viii) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land or Improvements.

TO HAVE AND TO HOLD the above-described property, appurtenances and rights (referred to collectively in this Mortgage as the "Mortgaged Property") unto Mortgagee in fee simple forever, subject however, to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor (a) shall pay or cause to be paid to Mortgagee the principal and all interest payable in respect of the Obligations at the time and in the manner stipulated in the Credit Documents, all without any

deduction or credit for taxes or other similar charges paid by Mortgagor, (b) shall punctually perform, keep and observe all and singular the covenants and promises in the Credit Documents to be performed, kept and observed by and on the part of Mortgagor, and (c) shall not permit or suffer to occur any default under this Mortgage or any other Credit Document, then this Mortgage and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants with and warrants to Mortgagee: (a) that Mortgagor has good and marketable title to the Mortgaged Property, is lawfully seized and possessed of the Mortgaged Property in fee simple and has good right to sell and convey the same; (b) that the Mortgaged Property is unencumbered except for any easements, restrictions or other title exceptions listed in the owner's affidavit(s) delivered to Mortgagee in connection with this Mortgage; and (c) that Mortgagor shall forever warrant and defend the Mortgaged Property unto Mortgagee, and the validity and priority of the lien of this Mortgage, against the lawful claims and demands of all persons whomsoever. Mortgagor further covenants and agrees with Mortgagee as follows:

1. **Payment and Performance.** Mortgagor shall pay all sums due Mortgagee at the time and in the manner provided in the Credit Documents, and Mortgagor shall otherwise perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants contained in the Credit Documents.

2. **Taxes, Assessments and Charges.** Mortgagor shall pay all taxes, assessments (whether general or special) and other charges whatsoever levied, assessed, placed or made against all or any part of the Mortgaged Property or any interest of Mortgagee therein, or against any Credit Document or any obligation thereunder. Mortgagor shall make such payment in full not later than thirty (30) days before the last day upon which the same may be paid without the imposition of interest (except interest on special assessments payable by law in installments, in which case Mortgagor shall pay each such installment when due) or other late charge or penalty, and Mortgagor shall deliver to Mortgagee receipts evidencing such payments promptly thereafter. If Mortgagor shall fail, neglect or refuse to pay any such taxes, assessments or other charges as aforesaid, then Mortgagee at its option may pay the same, and any funds so advanced by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 15.

4. **Escrow Account.** At Mortgagee's option, Mortgagor shall pay to Mortgagee, together with and in addition to each regular installment of principal and/or interest payable under the Credit Documents, an amount deemed sufficient by Mortgagee to provide Mortgagee with funds in an escrow account sufficient to pay the taxes, assessments, and other charges next due at least thirty (30) days before the date the same are due. In no event shall Mortgagee be liable for any interest on any such funds held in the escrow account. At least thirty (30) days before the date the same are due, Mortgagor shall furnish to Mortgagee an official statement of the amount of said taxes, assessments, and Mortgagee shall pay the same, but only if sufficient funds remain in the escrow account. In the event of any deficiency in the escrow account, Mortgagor shall upon notice from Mortgagee immediately deposit with Mortgagee such additional funds as Mortgagee may deem necessary to cure the deficiency, in its sole discretion. If Mortgagee elects to pay any such taxes, assessments, or other charges notwithstanding the escrow account deficiency, then all sums advanced by Mortgagee in excess of the escrow

account balance shall bear interest, shall be paid and shall be secured as provided in paragraph 15. An official receipt for such sums shall be conclusive evidence of Mortgagee's payment and of the validity of the tax, assessment, or other charge so paid. During the existence of any "Event of Default" (as defined below in paragraph 13) under this Mortgage or any other Credit Document, Mortgagee at its option may apply any or all funds in the escrow account against the Obligations or any other sums secured by this Mortgage, in any order of priority Mortgagee may deem appropriate in its sole discretion. At the time of any permitted transfer of the title to all of the Mortgaged Property then encumbered by this Mortgage, the balance in the escrow account shall inure to the benefit of such transferee without any specific assignment of such funds. Upon payment in full of the Obligations, the funds remaining in the escrow account (if any) shall be paid over to the record owner of the Mortgaged Property encumbered by this Mortgage as of the date of such full payment.

5. **Improvements and Development.** Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, none of the Improvements covered by the lien of this Mortgage shall be removed, demolished or materially altered or enlarged (except as required in the event of fire, other casualty or condemnation). Notwithstanding the foregoing, Mortgagor shall have the right to remove and dispose of, free from the lien of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, Mortgagor shall have replaced any such Equipment with new Equipment (of at least the same quality as that of the replaced Equipment when it was new) which shall be free from any title retention or other security agreement or other encumbrance, and, by such removal and replacement, Mortgagor shall be deemed to have subjected such new Equipment to the lien of this Mortgage. Without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, Mortgagor shall not undertake any development of the Land, nor construct any new Improvements thereon, nor initiate or join in or consent to any new (or any change in any existing) private restrictive covenant, zoning ordinance, master plan, site plan, easement, or other public or private restrictions limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. Mortgagor shall complete and pay for any permitted development and/or improvements undertaken on the Land within a reasonable time after commencing the same.

6. **Maintenance and Repair.** Mortgagor shall do everything necessary to maintain the Mortgaged Property in good condition and repair, shall operate the Mortgaged Property in a first-class manner, shall not commit or suffer any waste, impairment, abandonment or deterioration of the Mortgaged Property, shall promptly pay all utility fees for services provided to the Mortgaged Property, and shall comply with all statutes, ordinances and requirements of any governmental authorities having jurisdiction over the Mortgaged Property or the use thereof. In the event of any fire or other casualty loss or damage to all or any part of the Mortgaged Property, Mortgagor shall notify Mortgagee within forty-eight (48) hours of such occurrence. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property which may be damaged or destroyed by any casualty whatsoever or which may be affected by any condemnation, alteration of grade, or other public or quasi-public taking or injury, except to the extent precluded by Mortgagee's retention and application of the condemnation proceeds against the Obligations. If Mortgagor shall fail, neglect or refuse to repair or maintain the Mortgaged Property as aforesaid, then Mortgagee may at its option undertake such repairs or

maintenance, and any funds advanced therefor by Mortgagee shall bear interest, shall be paid and shall be secured as provided in paragraph 15.

7. **Assignment of Rents.** As further security for the repayment of the Obligations, Mortgagor hereby assigns and transfers to Mortgagee (i) all rents, revenues, receipts, accounts receivables, income, issues and profits and proceeds of the Mortgaged Property, and (ii) all right, title and interest of Mortgagor in and under all leases, licenses, concessions, tenancies and occupancy agreements of any nature whatsoever (and any extensions and renewals thereof) now or hereafter affecting the Mortgaged Property (the “**Leases**”), together with any guaranties thereof and any security deposits or prepaid rent thereunder.

(a) Mortgagor hereby empowers Mortgagee, its agents or attorneys, to demand, collect, sue for, receive, settle, compromise and give acquittances for all of the rents that may become due under the Leases and to avail itself of and pursue all remedies for the enforcement of the Leases and Mortgagor’s rights thereunder that Mortgagor could have pursued but for this assignment. Mortgagee is hereby vested with full power and authority to use all measures, legal and equitable, deemed necessary or proper by Mortgagee to enforce this assignment, to collect the rents so assigned, and/or to cure any default and perform any covenant of Mortgagor as the landlord under any of the Leases, including without limitation the right to enter upon all or any part of the Mortgaged Property and to take possession thereof to the extent necessary to exercise such powers. Mortgagee shall have the right (but not the obligation) to advance any sums necessary to exercise such powers, which sums shall bear interest, shall be paid and shall be secured as provided in paragraph 15. Mortgagor hereby empowers Mortgagee to use and apply all such rents and other income of the Mortgaged Property to the payment of the Obligations and all interest thereon and any other indebtedness or liability of Mortgagor to Mortgagee, and to the payment of the costs of managing and operating the Mortgaged Property, including without limitation: (i) taxes, special assessments, damage claims, and the costs of maintaining, repairing, rebuilding, restoring and making rentable the Improvements; (ii) all sums advanced by Mortgagee (with interest thereon) for the payment of such costs or for any other reason permitted by this Mortgage or any other Credit Document; and (iii) all costs, expenses and attorney’s fees incurred by Mortgagee in connection with the enforcement of this Mortgage and/or any Lease; all in such order of priority as Mortgagee may deem appropriate in its sole discretion.

(b) Mortgagee shall not be obliged to press any of the rights or claims of Mortgagor assigned hereby, nor to perform or carry out any of the obligations of the landlord under any Lease, and Mortgagee assumes no duty or liability whatsoever in connection with or arising from or growing out of the covenants of Mortgagor in any Lease. This Mortgage shall not operate to make Mortgagee responsible for the control, care, management or repair of all or any part of the Mortgaged Property, nor shall it operate to make Mortgagee liable for (i) the performance or carrying out of any of the terms or conditions of any Lease, (ii) any waste of the Mortgaged Property by any tenant or any other person, (iii) any dangerous or defective condition of the Mortgaged Property, or (iv) any negligence in the management, upkeep, repair or control of all or any part of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Mortgagor hereby indemnifies and holds Mortgagee harmless against any and all liability, loss, claim, damage, costs and attorney’s fees whatsoever which Mortgagee may or might incur under any Lease or by reason of this assignment, and against any

and all claims or demands whatsoever (and any related costs and attorney's fees) which may be asserted against Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Nothing herein contained shall be construed as constituting Mortgagee a trustee or mortgagee in possession.

(c) Mortgagor shall promptly deliver to Mortgagee a true, correct and complete copy of each Lease as and when Mortgagor shall enter into the same, and Mortgagor shall procure and deliver to Mortgagee estoppel letters or certificates from each tenant, in form and substance satisfactory to Mortgagee, within thirty (30) days after Mortgagee's request therefor. Mortgagor hereby represents and warrants to Mortgagee (and shall be deemed to have represented and warranted to Mortgagee upon and as of the date of delivering to Mortgagee a copy of each Lease), except as previously or concurrently disclosed to and approved by Mortgagee in writing: (i) that each such copy delivered (or to be delivered) to Mortgagee is true, correct and complete; (ii) that Mortgagor is the sole owner of the entire landlord's interest in each Lease and has not previously assigned or pledged any Lease or any interest therein to any person other than Mortgagee; (iii) that all the Leases are in full force and effect and have not been altered, modified or amended in any manner whatsoever; (iv) that each tenant thereunder has accepted that tenant's respective premises and is paying rent on a current basis; (v) that no default exists on the part of such tenants or on the part of Mortgagor as landlord in their respective performances of the terms, covenants, provisions and agreements contained in the Leases; (vi) that no rent has been paid by any of the tenants for more than one (1) month in advance; (vii) that Mortgagor is not indebted to any tenant in any manner whatsoever so as to give rise to any right of set-off against or reduction of the rents payable under any Lease; and (viii) that no payment of rents to accrue under any Lease has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor directly or indirectly, whether by assuming any tenant's obligations with respect to other premises or otherwise.

(d) Mortgagor covenants and agrees with Mortgagee: (i) that each Lease shall remain in full force and effect irrespective of any merger of the interests of the landlord and tenant thereunder; (ii) that without the prior written consent of Mortgagee, which it may grant or withhold in its sole discretion, Mortgagor shall not terminate, modify or amend any Lease or any guaranty thereof, nor grant any concessions in connection therewith (either orally or in writing) nor accept any surrender or cancellation thereof, and that any attempted termination, modification, amendment, concession, surrender or cancellation without such written consent shall be null and void, provided, however, that Mortgagor may terminate or cancel the Lease of a defaulting tenant for the purpose of re-letting the premises; (iii) that Mortgagor shall not collect more than one (1) month rent, income and/or profits arising or accruing under any Lease in advance of the due date for the same, nor discount any future accruing rents, nor suffer or permit to arise in favor of any tenant any release of liability or any right to withhold payment of rent, nor take any action or permit any omission or exercise any right of election which would in any way impair the value of any Lease or diminish any tenant's liability thereunder or have the effect of terminating or shortening the stated term of any Lease; (iv) that Mortgagor shall perform all of Mortgagor's covenants and agreements as landlord under each Lease and shall promptly send Mortgagee copies of any notice of alleged default on the part of Mortgagor as landlord received from any tenant thereunder; (v) that if requested by Mortgagee, Mortgagor shall expeditiously

and in good faith enforce the Leases and all remedies available to Mortgagor in case of default by the tenants thereunder; and (vi) that Mortgagor shall not execute any other assignment or pledge of any Lease or any interest therein or any of the rents thereunder, nor consent to any tenant's assignment of any Lease or any subletting thereunder, nor request, accept, consent to or agree to any subordination of any Lease to any mortgage other than this Mortgage now or hereafter affecting the Mortgaged Property.

(e) Although Mortgagor and Mortgagee intend that this instrument shall be a present assignment, it is expressly understood and agreed that so long as no Event of Default shall exist under this Mortgage or any other Credit Document, Mortgagor may collect assigned rents and profits for not more than one (1) month in advance of the accrual thereof, but upon the occurrence of any such Event of Default, or at any time during its continuance, all rights of Mortgagor to collect or receive rents or profits shall wholly terminate upon notice from Mortgagee. The tenants under all the Leases are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and none of them shall have any right or duty to inquire as to whether any Event of Default hereunder or under any other Credit Document shall have actually occurred or is then existing.

8. **Further Encumbrances.** Mortgagor shall not grant any other lien or mortgage on all or any part of the Mortgaged Property or any interest therein, nor make any further assignment of the leases and rentals of the Mortgaged Property without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; any such unpermitted lien or mortgage or assignment by Mortgagor shall entitle Mortgagee to declare the Obligations immediately due and payable and to foreclose this Mortgage. Any such other lien or mortgage or assignment shall be junior to this Mortgage and to all permitted tenancies now or hereafter affecting the Mortgaged Property or any portion thereof and shall be subject to all renewals, extensions, modifications, releases, interest rate increases, future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lienholder or mortgagee or assignee and without any obligation on Mortgagee's part to give notice of any kind thereto. Mortgagor shall maintain in good standing any other mortgage or encumbrance to secure debt affecting any part of the Mortgaged Property from time to time and shall not commit or permit or suffer to occur any default thereunder. Further, Mortgagor shall not accept any future advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage. Except for encumbrances permitted by Mortgagee, Mortgagor shall not commit or permit or suffer to occur any act or omission whereby any of the security represented by this Mortgage shall be impaired or threatened, or whereby any of the Mortgaged Property or any interest therein shall become subject to any attachment, judgment, lien, charge or other encumbrance whatsoever, and Mortgagor shall immediately cause any such attachment, judgment, lien, charge or other encumbrance to be discharged or otherwise bonded or transferred to other security. Mortgagor shall not directly or indirectly do anything or take any action which might prejudice any of the right, title or interest of Mortgagee in or to any of the Mortgaged Property or impose or create any direct or indirect obligation or liability on the part of Mortgagee with respect to any of the Mortgaged Property.

9. **Prohibited Transfers.** Mortgagor shall not cause or permit or suffer to occur any

of the following events without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion, and if any of the same shall occur without such consent, then Mortgagee shall have the right to declare the Obligations immediately due and payable and to foreclose this Mortgage: (a) if all or any portion of the legal or equitable or beneficial title to all or any portion of the Mortgaged Property or any interest therein shall in any manner whatsoever be sold, conveyed or transferred, either voluntarily or by operation of law; or (b) in the case of any portion of the Mortgaged Property directly or indirectly owned by a corporation (or a limited liability company or partnership or joint venture or trust or other business entity), if any stock or membership interest or partnership interest or joint venture interest or beneficial interest in such owner shall be transferred, or if such stock or membership interest or partnership interest or joint venture interest or beneficial interest shall be assigned, pledged, hypothecated, mortgaged or otherwise encumbered.

10. **Further Assurances.** From time to time and on demand, Mortgagor shall execute and deliver to Mortgagee (and pay the costs of preparing and recording) any further instruments required by Mortgagee to reaffirm, correct or perfect the evidence of the Obligations secured hereby and the lien and security interest of Mortgagee in all the Mortgaged Property and all additions, replacements and proceeds, including but not limited to mortgages, security agreements, financing statements, assignments and renewal and substitution notes.

11. **Estoppel Letters and Information.** Within three (3) days after request in person or within five (5) days after request by mail, Mortgagor shall furnish to Mortgagee a written statement, duly acknowledged, of the amount of principal and interest and other sums then owing on the Obligations and whether any offsets, counterclaims or defenses exist against the Obligations. Mortgagor shall promptly furnish to Mortgagee any financial or other information regarding Mortgagor or the Mortgaged Property required by any Credit Document or which Mortgagee may reasonably request from time to time.

12. **Notices.** Whenever Mortgagor or Mortgagee are obliged to give notice to the other, such notice shall be in writing and shall be given personally, or by telecopy (with confirmation of receipt), or by prepaid certified mail (return receipt requested), in which latter case notice shall be deemed effectively made when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. Until the designated addresses are changed by notice given in accordance with this paragraph, notice to either party shall be sent to the respective address set forth on the first page of this Mortgage.

13. **Events of Default.** At Mortgagee's option, all of the Obligations secured by this Mortgage, whether principal or interest or other sums, shall immediately or at any time thereafter become due and payable without notice to any Obligor, and Mortgagee shall immediately have all the rights accorded Mortgagee by law and hereunder to foreclose this Mortgage or otherwise to enforce this Mortgage and any other Credit Document, upon the occurrence of any of the following defaults (each an "Event of Default"): (a) failure to pay any sum due under any Credit Document and the expiration of the grace period (if any) provided therein; or (b) failure to pay any tax, assessment, utility charge, or other charge against the Mortgaged Property or any part thereof as and when required by this Mortgage; or (c) any waste, impairment, abandonment, deterioration, removal, demolition, material alteration or enlargement of any existing

Improvements, or the commencement of construction of any new Improvements, in either case without the prior written consent of Mortgagee, which Mortgagee may grant or withhold in its sole discretion; or (d) failure to keep in force the policies of insurance required by this Mortgage or any other Credit Document; or (e) Mortgagor's failure or refusal to provide any estoppel certificate within the time required by this Mortgage; or (f) Mortgagor's recordation of any notice limiting the amount of future advances that may be secured by this Mortgage; or (g) any unpermitted sale, transfer (whether voluntary or by operation of law), conveyance or further encumbering of all or any part of the Mortgaged Property or any interest therein, or the additional assignment of all or any part of the rents, income or profits arising therefrom; or (h) Mortgagor's failure to remove any involuntary lien on the Mortgaged Property or any part thereof within thirty (30) days after its filing, or the filing of any suit against the Mortgaged Property upon any claim or lien other than this Mortgage (whether superior or inferior to this Mortgage); or (i) Mortgagor's failure to comply within thirty (30) days with a requirement, order or notice of violation of a law, ordinance, or regulation issued or promulgated by any political subdivision or governmental department claiming jurisdiction over the Mortgaged Property or any operation conducted on the Mortgaged Property (or, if such order or notice provides a time period for compliance, Mortgagor's failure to comply within such period), or, in the case of a curable noncompliance requiring longer than the applicable time period for its cure, Mortgagor's failure to commence to comply with said order or notice within said period or failure thereafter to pursue such cure diligently to completion; or (j) the issuance of any order by the State of Alabama, or any subdivision, instrumentality, administrative board or department thereof, declaring unlawful or suspending any operation conducted on the Mortgaged Property; or (k) if any representation, warranty, affidavit, certificate or statement made or delivered to Mortgagee by or on behalf of any Obligor from time to time in connection with the Obligations or this Mortgage or any other Credit Document shall prove false, incorrect or misleading in any respect deemed material by Mortgagee; or (l) the death or mental or physical incapacity of any Obligor who is a natural person, or the dissolution or merger or consolidation or termination of existence of any other Obligor, or the failure or cessation or liquidation of the business of any Obligor, or if the person(s) controlling any Obligor which is a business entity shall take any action authorizing or leading to the same; or (m) any default by any Obligor in the payment of any indebtedness for borrowed money (whether direct or contingent and whether matured or accelerated) to Mortgagee or to any person whomsoever, or if any Obligor shall become insolvent or unable to pay such Obligor's debts as they become due; or (n) the disposition or transfer or exchange of all or substantially all of any Obligor's assets for less than fair market value, or the issuance of any levy, attachment, charging order, garnishment or other process against any property of any Obligor, or the filing of any lien against any such property (and the expiration of any grace period provided in any Credit Document for the discharge of such lien); or (o) if any Obligor shall make an assignment for the benefit of creditors, file a petition in bankruptcy, apply to or petition any tribunal for the appointment of a custodian, receiver, intervenor or trustee for such Obligor or a substantial part of such Obligor's assets, or if any Obligor shall commence any proceeding under any bankruptcy, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if any Obligor shall by act or omission approve, consent to or acquiesce in the filing of any such petition or application against such Obligor or the appointment of any such custodian, receiver, intervenor or trustee or the commencement of any such proceeding against such Obligor or the entry of an order for relief with respect to such Obligor, or if any such petition or

application shall have been filed or proceeding commenced against any Obligor which remains undismissed for thirty (30) days or more or in which an order for relief is entered, or if any Obligor shall suffer any such appointment of a custodian, receiver, intervenor or trustee to continue undischarged for thirty (30) days or more; or (p) if any Obligor shall have concealed, transferred, removed, or permitted to be concealed or transferred or removed, any part of such Obligor's property with intent to hinder, delay or defraud any of such Obligor's creditors, or if any Obligor shall have made or suffered a transfer of any of such Obligor's properties which may be invalid under any bankruptcy, fraudulent conveyance, preference or similar law, or if any Obligor shall have made any transfer of such Obligor's properties to or for the benefit of any creditor at a time when other creditors similarly situated have not been paid; or (q) the existence of any uncured default under any other mortgage or encumbrance affecting any part of the Mortgaged Property then encumbered by this Mortgage (in the case of a default for which such mortgage or other encumbrance provides a grace period, if the default remains uncured after the expiration of that grace period), or Mortgagor's acceptance of any future advance under, or modification of the terms of, any such other mortgage or encumbrance which may then be superior to the lien of this Mortgage; or (r) Mortgagee's election to declare the Obligations due and payable under the provisions of any other Credit Document; or (s) if at any time Mortgagee deems itself insecure for any reason whatsoever (notwithstanding any grace period in any Credit Document), or if any change or event shall occur which in Mortgagee's exclusive judgment impairs any security for the Obligations, increases Mortgagee's risk in connection with the Obligations, or indicates that any Obligor may be unable to perform such Obligor's obligations under any Credit Document; or (t) any default in the observance or performance of any other covenant or agreement of any Obligor in this Mortgage or any other Credit Document, the occurrence of any other event prohibited by the terms of this Mortgage or any other Credit Document, or the violation of any other provision of this Mortgage or any other Credit Documents. No consent or waiver expressed or implied by Mortgagee with respect to any default under this Mortgage shall be construed as a consent or waiver with respect to any further default of the same or a different nature; and no consent or waiver shall be deemed or construed to exist by reason of any curative action initiated by Mortgagee or any other course of conduct or in any other manner whatsoever except by a writing duly executed by Mortgagee, and then only for the single occasion to which such writing is addressed. In order to declare the Obligations due and payable because of Mortgagor's failure to pay any tax, assessment, charge, liability, obligation or encumbrance upon the Mortgaged Property as required by this Mortgage, or because of any other default, Mortgagee shall not be required to pay the same or to advance funds to cure the default, notwithstanding Mortgagee's option under this Mortgage or any other Credit Document to do so; no such payment or advance by Mortgagee shall be deemed or construed a waiver of Mortgagee's right to declare the Obligations due and payable on account of such failure or other default.

14. **Power of Sale.** In the event of any default in the performance of any of Mortgagor's Covenants or agreements contained in this Mortgage or any other Credit Document or the violation of any term hereof, Mortgagee may sell, pursuant to power of sale or otherwise, the Mortgaged Property (or such part or parts thereof or leasehold, subleasehold or other interest therein encumbered hereby as the Mortgagee may from time to time elect to sell) at public outcry to the highest bidder for cash in front of the main entrance of the county courthouse of the county where said Mortgaged Property is located, either in person or by auctioneer, after having first given "Conforming Notice" (as hereinafter defined), and, upon receipt of the consideration bid at

said sale, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Mortgagee may bid at said sale in the form of cash, cash equivalents and/or cancellation of all or any part of the Obligations, or any combination thereof, and purchase said Property, or any part or parcel thereof, if the highest bidder therefor. At any sale, including any sale pursuant to power of sale, any part or parcels or all of the Mortgaged Property, real, personal or mixed, may be offered for sale in whole or in part for one total price, the proceeds of any such sale to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshaling or like proceeding. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. If the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Mortgaged Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Mortgaged Property not previously sold shall have been sold or all the obligations secured by this Mortgage shall have been paid in full. As used herein, "Conforming Notice" shall mean notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in a newspaper published in said county; provided, however, that (i) if the Mortgaged Property is located in more than one county, publication is to be made in all counties in which such Mortgaged Property is located and (ii) if no newspaper is published in a county where the Mortgaged Property is located, notice shall be in a newspaper in an adjoining county.

15. **Advances by Mortgagee.** In the event of any default in the performance of any of Mortgagor's covenants or agreements contained in this Mortgage or any other Credit Document or the violation of any term thereof, Mortgagee shall have the right (but in no event the obligation) at its option to cure the default or take any other action Mortgagee deems necessary or desirable to protect its security (including without limitation the payment of any taxes, assessments, charges, liens or encumbrances required of Mortgagor under this Mortgage), without thereby waiving any rights or remedies otherwise available to Mortgagee. If Mortgagee shall elect to advance at any time any sum(s) for the protection of its security or for any other reason permitted or provided by any of the terms of this Mortgage or any other Credit Document, then such sum(s) shall be deemed Obligations, shall be repaid by Mortgagor on demand, shall be secured by this Mortgage and shall bear interest until paid at the highest rate allowed by applicable law, commencing on the date they are advanced by Mortgagee. Mortgagee's lien on the Mortgaged Property for such advances shall be superior to any right or title to, interest in, or claim upon all or any portion of the Mortgaged Property junior to the lien of this Mortgage.

16. **Receiver.** In any action to foreclose this Mortgage, or upon the actual or threatened waste to any part of the Mortgaged Property, Mortgagee shall have the right to apply without notice for the appointment of a receiver of the Mortgaged Property and the rents and profits thereof, and Mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Mortgaged Property as security for the amounts due Mortgagee or the solvency of any Obligor. To the extent permitted by law, Mortgagor hereby waives any right to object to the appointment of a receiver as aforesaid and expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to Mortgagee.

17. **Right to Enter and Take Possession.**

(a) If an Event of Default shall have occurred and be continuing, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property and, if and to the extent permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Mortgaged Property without the appointment of a receiver or an application therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Obligations and shall be secured by this Mortgage.

(c) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all of the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise act with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may determine to be in its best interest. Mortgagee may collect and receive all the rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter and may apply the same to the Obligations. Anything in this Section 17 to the contrary notwithstanding, Mortgagee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Mortgagee of its rights under this Mortgage, and Mortgagee shall be liable to account only for the rents, incomes, issues and profits actually received by Mortgagee.

(d) Whenever all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall have been paid and all Events of Default shall have been cured, Lender shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

18. **Remedies.** The rights and remedies of Mortgagee under this Mortgage or any other Credit Document or applicable law shall be cumulative and concurrent and may be pursued separately, successively or together against any Obligor(s), the Mortgaged Property, any other collateral for the Obligations, or any one or more of the foregoing, all at the sole discretion of

Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by law. Mortgagee's pursuit of any remedy shall not preclude pursuit of any other remedy until Mortgagee shall have recovered all sums due Mortgagee, together with the appropriate interest thereon and all costs of collection, including attorney's fees and appellate attorney's fees, with interest thereon. Neither Mortgagor nor anyone claiming through or under Mortgagor shall set up, claim or seek to take advantage of any appraisement, valuation, stay, moratorium, extension, exemption or redemption laws, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the sale of the Mortgaged Property. To the maximum extent permitted by law, the Obligors, for themselves and all who may claim through or under any of them, hereby severally waive the benefit of all such laws and waive any and all rights to have the Mortgaged Property or any other collateral for the Obligations marshalled upon any foreclosure of this Mortgage or any other instrument securing the Obligations, and hereby severally agree that the Mortgaged Property and any such other collateral may be sold as an entirety or in such parcels, in such manner and in such order as Mortgagee in its sole discretion may elect.

19. **NO JURY TRIAL.** MORTGAGEE, MORTGAGOR AND EACH OBLIGOR HEREBY SEVERALLY, VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OTHER CREDIT DOCUMENT OR CONCERNING THE OBLIGATIONS AND/OR THE MORTGAGED PROPERTY OR PERTAINING TO ANY TRANSACTION RELATED TO OR CONTEMPLATED IN THIS MORTGAGE, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. EACH OBLIGOR SEVERALLY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO MORTGAGEE IN EXTENDING THE CREDIT DESCRIBED HEREIN, THAT MORTGAGEE WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT SUCH OBLIGOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS MORTGAGE AND UNDERSTANDS THE LEGAL EFFECT OF THIS JURY TRIAL WAIVER.

20. **Fees and Expenses.** Mortgagor shall pay any and all costs, expenses and attorney's fees incurred by Mortgagee (regardless of whether in connection with any action, proceeding or appeal) to sustain the lien of this Mortgage or its priority, to protect or enforce any of Mortgagee's rights under this Mortgage or under any other Credit Document, to recover any indebtedness secured hereby, to contest or collect any award or payment in connection with the taking or condemnation of all or any part of the Mortgaged Property, or for any title examination or abstract preparation or appraisal or title insurance policy relating to the Mortgaged Property, and all such sums shall bear interest, shall be paid and shall be secured as provided in paragraph 15.

21. **Condemnation.** Immediately upon obtaining knowledge of the institution or pending institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, Mortgagor shall notify Mortgagee thereof. Mortgagee may participate in any such proceedings and may be represented therein by counsel of its selection, and Mortgagor will

deliver to Mortgagee all instruments requested by Mortgagee from time to time to permit or facilitate such participation. In the event of any such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Mortgagee, and Mortgagee shall not be obligated to question the amount of any such award or compensation. At Mortgagee's option, all or any portion of the award or compensation shall be applied toward payment of the Obligations (in any order of priority Mortgagee may deem appropriate in its sole discretion) or shall be disbursed to Mortgagor from time to time for the restoration of the Mortgaged Property in the same manner as disbursements under a construction loan; Mortgagee shall not be obligated to see to the proper application by Mortgagor of any such disbursement. Notwithstanding any such condemnation award or compensation or the rate of interest payable thereon, Mortgagor shall continue to pay interest on the Obligations except to the extent that Mortgagee shall have actually received and applied the award or compensation against the Obligations. If all of the Mortgaged Property is so taken but the award or compensation is insufficient to pay the Obligations in full, then at Mortgagee's option the unpaid balance shall be immediately due and payable.

22. **No Shift of Taxes.** If any federal, state or local law shall hereafter be enacted which (a) for the purpose of ad valorem taxation shall deduct the amount of any lien from the value of real property, or (b) shall impose on Mortgagee the payment of all or any part of the taxes or assessments or charges required to be paid hereunder by Mortgagor, or (c) shall change in any way the laws for the taxation of mortgages or debts secured thereby or Mortgagee's interest in the Mortgaged Property, or shall change the manner of collecting such taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then upon demand Mortgagor shall pay such taxes or assessments or charges imposed on Mortgagee or shall reimburse Mortgagee therefor; provided, however, that if in the opinion of Mortgagee's counsel the requirement that Mortgagor make such payments might be unlawful or might result in the imposition of interest in excess of the maximum lawful rate, then Mortgagee shall have the right to declare the Obligations to be due and payable thirty (30) days after notice thereof to Mortgagor.

23. **Uniform Commercial Code.** This Mortgage is a "security agreement" and creates a "security interest" in favor of Mortgagee as a "secured party" with respect to all property included in the Premises which is covered by the Alabama Uniform Commercial Code §7-9A-101 et seq. (the "ALUCC"). Upon default under the Note, this Mortgage or any other Credit Document, Mortgagee may at its option pursue any and all rights and remedies available to a secured party with respect to any portion of the Mortgaged Property so covered by the ALUCC, or Mortgagee may at its option proceed as to all or any part of the Mortgaged Property in accordance with Mortgagee's rights and remedies in respect of real property. Mortgagor and Mortgagee agree that the mention of any portion of the Mortgaged Property in a financing statement filed in the records normally pertaining to personal property shall never derogate from or impair in any way their declared intention that all items of collateral described in this Mortgage are part of the real estate encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the improvements or whether serial numbers are used for the better identification of certain items of Equipment. Specifically, the mention in any such financing statement of (a) any award in eminent domain proceedings for a taking or for loss of value, (b) Mortgagor's interest as lessor in any present or future lease or right to income growing out of the use or occupancy of the Property or improvements thereto,

whether pursuant to lease or otherwise, or (c) any other item included in the definition of the Mortgaged Property, shall never be construed to alter any of the rights of Mortgagee as determined by this Mortgage or to impugn the priority of Mortgagee's lien and security interest with respect to the Mortgaged Property; such mention in a financing statement is declared to be for the protection of Mortgagee in the event any court shall hold that notice of Mortgagee's priority of interest with respect to any such portion of the Mortgaged Property must be filed in the ALUCC records in order to be effective against or to take priority over any particular class of persons, including but not limited to the federal government and any subdivision or instrumentality of the federal government. This Mortgage or a carbon, photographic copy or other reproduction hereof or of any financing statement shall be sufficient as a financing statement. Mortgagor specifically authorizes Mortgagee to file any financing statement contemplated by this Mortgage without Mortgagor's signature.

24. **Payments to Mortgagee.** Any payment made in accordance with the terms of the Credit Documents by any person at any time liable for the payment of the whole or any part of the Obligations, by any subsequent owner of the Mortgaged Property, or by any other person whose interest in the Mortgaged Property might be prejudiced in the event of a failure to make such payment (or by any partner, stockholder, officer or director of any such person), shall be deemed, as between Mortgagee and all such persons who at any time may be so liable or may have an interest in the Mortgaged Property, to have been made on behalf of all such persons. Mortgagee's acceptance of any payment which is less than full payment of all amounts then due and payable to Mortgagee, even if made by one other than the person liable therefor, shall not constitute a waiver of any rights or remedies of Mortgagee.

25. **Consent to Changes.** Mortgagor consents and agrees that, at any time and from time to time without notice, (a) Mortgagee and the owner(s) of any collateral then securing the Obligations may agree to release, increase, change, substitute or exchange all or any part of such collateral, and (b) Mortgagee and any person(s) then primarily liable for the Obligations may agree to renew, extend or compromise the Obligations in whole or in part or to modify the terms of the Obligations in any respect whatsoever. Mortgagor agrees that no such release, increase, change, substitution, exchange, renewal, extension, compromise or modification, no sale of the Mortgaged Property or any part thereof, no forbearance on the part of Mortgagee, nor any other indulgence given by Mortgagee (whether with or without consideration) shall relieve or diminish in any manner the liability of any Obligor, nor adversely affect the priority of this Mortgage, nor limit or prejudice or impair any right or remedy of Mortgagee. All Obligors and all those claiming by, through or under any of them hereby jointly and severally waive any and all right to prior notice of, and any and all defenses or claims based upon, any such release, increase, change, substitution, exchange, renewal, extension, compromise, modification, sale, forbearance or indulgence.

26. **CHOICE OF LAW.** THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF FLORIDA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS MORTGAGE, AND THE DETERMINATION OF DEFICIENCY JUDGMENTS, THE LAWS OF THE STATE OF

ALABAMA APPLY.

27. **No Usury.** In no event shall any agreed to or actual exaction charged, reserved or taken as an advance or forbearance by Mortgagee as consideration for the Obligations exceed the limits (if any) imposed or provided by the law applicable from time to time to the Obligations for the use or detention of money or for forbearance in seeking its collection; Mortgagee hereby waives any right to demand any such excess. In the event that the interest provisions of the Credit Documents or any exactions required thereunder shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall automatically be reduced to such limit and all sums received by Mortgagee in excess of those lawfully collectible as interest shall be applied against the principal of the Obligations immediately upon Mortgagee's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Mortgagee had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments.

28. **Severability.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

29. **Inspection and Watchmen.** Mortgagee and any persons authorized by Mortgagee shall have the right, from time to time at the discretion of Mortgagee, to enter and inspect the Mortgaged Property. During the existence of any Event of Default under the terms of this Mortgage or any other Credit Document, if any of the Improvements or Equipment shall be unprotected or unguarded, or if any of the Improvements shall be allowed to remain vacant or deserted, then at its option Mortgagee may employ watchmen for the Mortgaged Property and expend any monies deemed necessary by Mortgagee to protect the same from waste, vandalism and other hazards, depredation or injury, and any sums expended by Mortgagee for such purpose shall bear interest, shall be paid and shall be secured as provided in paragraph 15.

30. **Abstracts.** Mortgagor shall deliver to Mortgagee or its designated agent the abstract or abstracts of title covering the Mortgaged Property as further security for the Obligations, which abstract(s) shall remain in the possession of Mortgagee or its agent at all times until all sums secured by this Mortgage are paid in full. In the event of a foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to such abstract(s) of title shall pass to the foreclosure purchaser or other transferee.

31. **Indemnity.** In the event Mortgagee shall be named as a party to any lawsuit brought at any time against Mortgagor or with respect to the Mortgaged Property or this Mortgage or the Obligations, then regardless of the merits of such lawsuit Mortgagor shall defend Mortgagee and indemnify and hold Mortgagee fully harmless from any and all claims, demands, damages, liabilities, judgments, losses, costs, expenses and attorney's fees arising out of or resulting from any such lawsuit or any appeal in connection therewith. Without limiting the generality of the foregoing indemnity, each of Mortgagor and Mortgagee represent and warrant to the other that it has dealt with no broker in connection with the Obligations, and that there are

no brokerage fees or commissions owing in connection with the Obligations. The indemnities set forth in this paragraph shall survive the full payment and performance of the Obligations and the satisfaction of this Mortgage.

32. **No Partnership.** Mortgagor and Mortgagee hereby acknowledge and agree that Mortgagee is not, has never been, and shall not be deemed a partner or joint venturer of Mortgagor or any other Obligor with respect to the Mortgaged Property, and that the relationship of Mortgagee to said parties is, has always been, and shall continue to be strictly the role of a lender. Mortgagor hereby (a) waives and relinquishes any and all claims, demands, counterclaims and/or defenses alleging the existence of any partnership, joint venture or other fiduciary relationship between any of them and Mortgagee, and (b) agrees to indemnify and hold Mortgagee harmless against any and all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other fees, costs and expenses that Mortgagee may sustain as the result of any such allegation by any person whomsoever.

33. **Environmental Laws.** Mortgagor represents and warrants to Mortgagee that Mortgagor has undertaken an appropriate inquiry into the previous ownership and uses of the Mortgaged Property consistent with good commercial or customary practice in an effort to minimize liability with respect to any substances defined or classified or identified as "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" or other contaminants or pollution under any applicable federal or state or local laws, ordinances, rules or regulations now or hereafter in effect ("Hazardous Substances"). To the best of Mortgagor's knowledge and except as otherwise disclosed to Mortgagee in writing, Mortgagor represents and warrants that the Mortgaged Property is presently free from contamination by Hazardous Substances and that the Mortgaged Property and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any applicable federal, state or local laws, ordinances, rules or regulations pertaining to Hazardous Substances or industrial hygiene or environmental conditions ("Environmental Laws"). Mortgagor shall not cause or permit the Mortgaged Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Substances except as exempted or permitted under applicable Environmental Laws, and Mortgagor shall not cause or permit the Mortgaged Property or any activities conducted thereon to be in violation of any applicable Environmental Laws. Mortgagor agrees to indemnify Mortgagee and hold Mortgagee and its directors, officers, employees, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorneys' fees and expenses), directly or indirectly resulting in whole or in part from any violation of any Environmental Laws applicable to the Mortgaged Property or any activity conducted thereon, or from any past, present or future use, generation, handling, storage, transportation, disposal or release of Hazardous Substances at or in connection with the Mortgaged Property, or any decontamination, detoxification, closure, cleanup or other remedial measures required with respect to the Mortgaged Property under any Environmental Laws. All sums paid and costs incurred by Mortgagee with respect to the foregoing matters shall bear interest, shall be paid and shall be secured as provided in paragraph 15. This indemnity shall survive the full payment and performance of the Obligations and the satisfaction of this Mortgage, and it shall inure to the benefit of any transferee of title to the

Mortgaged Property through foreclosure of this Mortgage or through deed in lieu of foreclosure.

34. **Subrogation.** Mortgagee is hereby subrogated (a) to the lien(s) of each and every mortgage, lien or other encumbrance on all or any part of the Mortgaged Property which is fully or partially paid or satisfied out of the proceeds of the Obligations, and (b) to the rights of the owner(s) and holder(s) of any such mortgage, lien or other encumbrance. The respective rights under and priorities of all such mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by Mortgagee as security for the Obligations, to the same extent as if they had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been canceled and satisfied of record.

35. **Representations and Warranties.** In order to induce Mortgagee to extend the credit secured hereby, Mortgagor represents and warrants that: (a) except as previously or concurrently disclosed in writing to Mortgagee, there are no actions, suits or proceedings pending or threatened against or affecting any Obligor or any portion of the Mortgaged Property or involving the validity or enforceability of this Mortgage or the priority of its lien, before any court of law or equity or any tribunal, administrative board or governmental authority, and no Obligor is in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; (b) the execution and delivery of this Mortgage and all other Credit Documents do not and shall not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to any Obligor, or (ii) result in a breach of, or constitute a default under, any indenture, bond, mortgage, lease, instrument, credit agreement, undertaking, contract or other agreement to which any Obligor is a party or by which any of them or their respective properties may be bound or affected; (c) this Mortgage and all other Credit Documents constitute valid and binding obligations of the Obligor(s) executing the same, enforceable against such Obligor(s) in accordance with their respective terms; (d) all financial statements of the Obligors previously delivered to Mortgagee have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the correct respective financial conditions of the Obligors as of their respective dates, and the foregoing shall be true with respect to all financial statements of the Obligors delivered to Mortgagee hereafter; (e) there is no fact that the Obligors have not disclosed to Mortgagee in writing that could materially adversely affect their respective properties, businesses or financial conditions or the Mortgaged Property or any other collateral for the Obligations; (f) the Obligors have duly obtained all permits, licenses, approvals and consents from, and made all filings with, any governmental authority (and the same have not lapsed nor been rescinded or revoked) which are necessary in connection with the execution or delivery or enforcement of this Mortgage or any other Credit Document or the performance of any Obligor's obligations thereunder; (g) the proceeds of the Obligations are not being used to purchase or carry any "margin stock" within the meaning of Regulation "U" of the Board of Governors of the Federal Reserve System, or to extend credit to others for that purpose; (h) each extension of credit secured by this Mortgage is exempt from the provisions of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) and Regulation "Z" of the Board of Governors of the Federal Reserve System, because Mortgagor is a person fully excluded therefrom, and/or because said extension of credit is only for business or commercial purposes of Mortgagor to refinance existing mortgage debt and to fund renovation improvements and is not being used for personal, family, household or agricultural purposes; and (i) no part of the Mortgaged Property constitutes the principal residence of Mortgagor or any Obligor.

36. **Business Entity.** If Mortgagor is a corporation, limited liability company, partnership or other business entity, or if Mortgagor consists of more than one person and any such person is such a business entity, then each such business entity hereby represents and warrants as to itself, in order to induce Mortgagee to extend the credit secured hereby, that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its creation and the state of Alabama; (b) it has all requisite power and authority (corporate or otherwise) to conduct its business, to own its properties, to execute and deliver this Mortgage and all other Credit Documents executed by it, and to perform its obligations under the same; (c) its execution, delivery and performance of this Mortgage and all other such Credit Documents have been duly authorized by all necessary actions (corporate or otherwise) and do not require the consent or approval of its stockholders (if a corporation) or of any other person or entity whose consent has not been obtained; and (d) the execution, delivery and performance of this Mortgage and all other Credit Documents do not and shall not conflict with any provision of its by-laws or articles of incorporation (if a corporation), operating agreement (if a limited liability company), partnership agreement (if a partnership) or trust agreement or other document pursuant to which it was created and exists.

37. **Other Indebtedness Secured.** In addition to the specific indebtedness identified hereinabove, the Obligations also include, and this Mortgage also secures, all indebtedness, obligations and liabilities of Mortgagor to Mortgagee of every kind and description whether or not presently contemplated by the parties, direct or indirect, otherwise secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising, regardless of how the same arise or by what instrument, agreement or book account they may be evidenced or whether evidenced by any instrument, agreement or book account, including without limitation all loans (including any loan by renewal), all indebtedness, all undertakings to take or refrain from taking any action, all indebtedness, liabilities or obligations owing from Mortgagor to others that Mortgagee may have obtained by purchase, negotiation, discount, assignment or otherwise, and all interest, taxes, fees charges, expenses, and attorney's fees chargeable to Mortgagor or incurred by Mortgagee hereunder or under any other document or instrument delivered in connection herewith.

38. **Interpretation.** Whenever the context of any provision of this Mortgage shall so require, words in the singular shall include the plural, words in the plural shall include the singular, and pronouns of any gender shall include the other genders. Captions and headings in this Mortgage are for convenience only and shall not affect its interpretation. All references in this Mortgage to Exhibits, Schedules, paragraphs and subparagraphs refer to the respective subdivisions of this Mortgage, unless the reference expressly identifies another document. Wherever used in this Mortgage, unless the context clearly indicates a contrary intention or unless this Mortgage specifically provides otherwise: (a) the term "Mortgagor" shall include any subsequent owner(s) of the Mortgaged Property; (b) the term "Mortgagee" shall include any subsequent holder(s) of this Mortgage; (c) the term "Obligors" shall include any permitted successor(s) or permitted assign(s) of any Obligor; (d) the term "Obligations" shall include any modification of any Obligations from time to time and any future advances or other sums payable to Mortgagee under this Mortgage; (e) the term "Credit Documents" shall include any note or other instrument evidencing or pertaining to any future advance hereunder and any renewals, extensions or modifications of any Credit Document; and (f) the term "person" shall mean "an individual, corporation, partnership, limited partnership, unincorporated association,

joint stock corporation, joint venture or other legal entity”.

39. **Sale of Note** The Note or a partial interest in the Note, together with this Mortgage and the other Credit Documents, may be sold one or more times without prior notice to Borrower. Borrower agrees to cooperate and provide any information reasonably requested by any parties purchasing any interest in the Note and the other Credit Documents.


40. **Future Advances**. A portion of the Obligations secured by this Mortgagor may be advanced to Mortgagor from time to time in accordance with the terms of the Credit Documents. IT IS THE INTENT OF MORTGAGOR AND MORTGAGEE THAT THIS MORTGAGE SECURES ALL FUTURE ADVANCES (INCLUDING OPTIONAL AND PROTECTIVE ADVANCES), TOGETHER WITH INTEREST THEREON, MADE PURSUANT TO THIS MORTGAGE AND THE CREDIT DOCUMENTS. Notwithstanding the foregoing, nothing contained herein shall constitute an obligation by Mortgagee to make future advances except as may otherwise be expressly required of Mortgagee under the Credit Documents.

41. **Waiver of Appraisal, Valuation, Etc.** Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Mortgage marshaled upon any foreclosure or sale under the power herein granted.

42. **Proofs of Claim**. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the entire amount due and payable by Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

43. **Miscellaneous**. Time is of the essence of all provisions of this Mortgage. Mortgagor hereby waives all right of homestead exemption (if any) in the Mortgaged Property. If Mortgagor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several, and wherever the term “Mortgagor” is used it shall be deemed to refer to such persons jointly and severally. This Mortgage shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, and it shall inure to the benefit of Mortgagee and its successors and assigns and to the benefit of Mortgagor and Mortgagor’s heirs, personal representatives and permitted successors and assigns. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought. Mortgagor’s organizational identification number is _____.

{Signatures on following page}


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IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, on the day and year first above written.

WITNESS:

MORTGAGOR:

BOEX, LLC, a Florida limited liability company

By: Capitol Capital Irrevocable Trust, its Manager

Ryan W. Hollihan
Name: Ryan W. Hollihan

By: James M. Durant, Jr.
James M. Durant, Jr., Trustee of Capitol
Capital Irrevocable Trust

Alana Romig
Name: Alana Romig

STATE OF Florida)

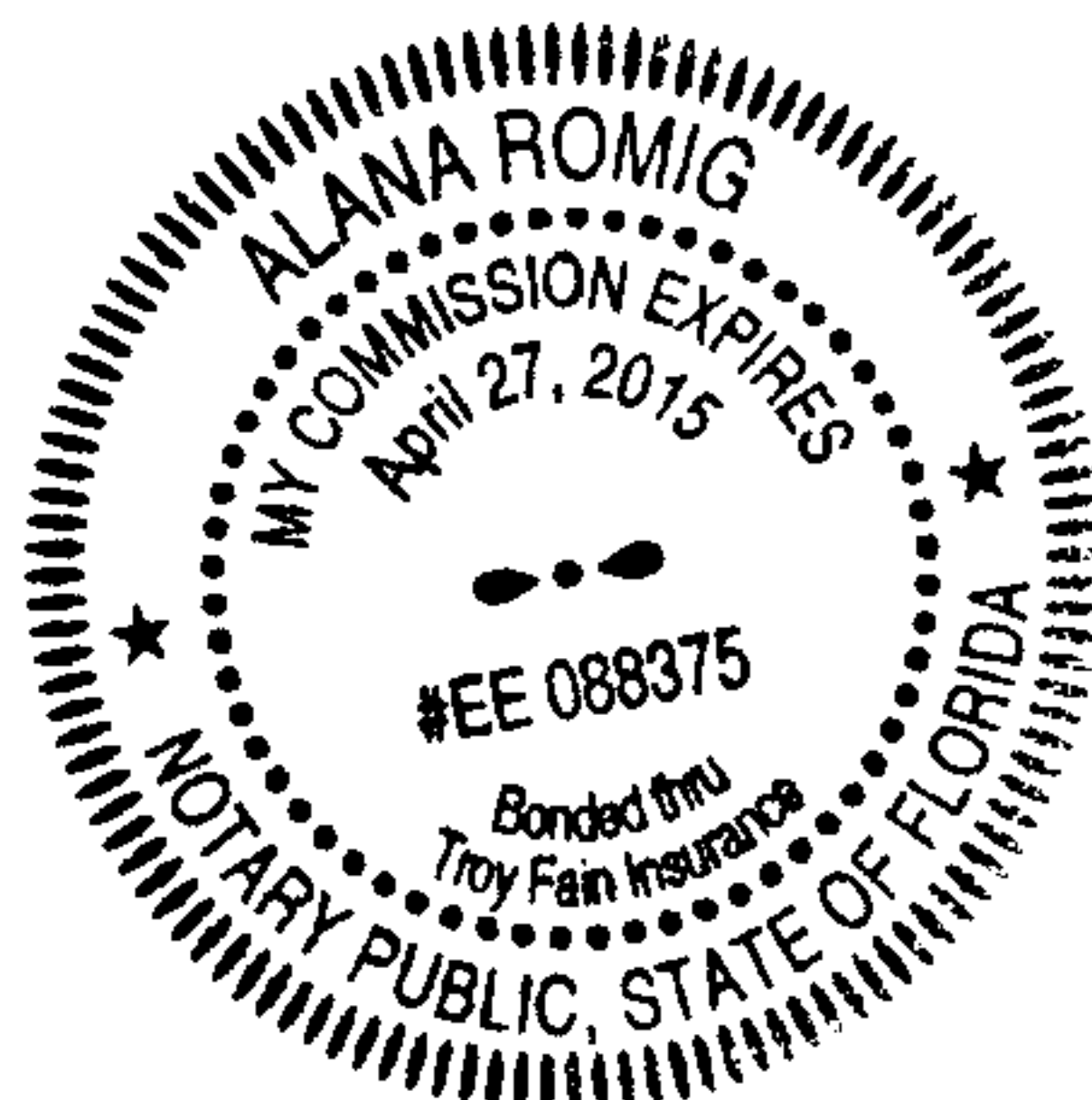
COUNTY OF Leon)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that James M. Durant, Jr., Trustee of Capitol Capital Irrevocable Trust, as Manager of BOEX, LLC, a Florida limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this 30th day of August, 2013.

My Commission Expires: 4/27/2015

Alana Romig
NOTARY PUBLIC



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EXHIBIT A

Legal Description

{To be attached}



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Exhibit A Legal Description
"Carrington Lakes"


PARCEL 1

Tract A:

Begin at the NW corner of Section 22, Township 16 South, Range 1 East, St. Clair County, Alabama; thence S 00°07'11" W, a distance of 2661.22 feet; thence S 88°11'57" E, a distance of 1167.10 feet to the northwesterly right of way of Seaboard Coastline Railroad; thence N 53°40'40" E along said right of way, a distance of 238.60 feet to the point of curve to the right, having a central angle of 29°41' 51" and a radius of 1482.85 feet, said curve subtended by a chord bearing N 68°31'33" E and a chord distance of 760.01 feet; thence easterly along the arc of said curve and along said right of way a distance of 768.59 feet; thence N 83°22'28" E along said right of way, a distance of 495.99 feet to the westerly edge of Black Jack Road improvements also a point of curve of a non-tangent curve to the right, having a central angle of 20°13'14" a radius of 392.38 feet, said curve subtended by a chord bearing N 48°37'16" W and a chord distance of 137.76 feet; thence northwesterly along the arc of said curve leaving said railroad right of way and along said Black Jack Road a distance of 138.48 feet to a point of compound curve having a radius of 145.00 feet and a central angle of 52°06'01", said curve subtended by a chord bearing N 12°27'38" W and a chord distance of 127.36 feet; thence northerly along the arc of said curve, a distance of 131.85 feet to a point of compound curve having a radius of 679.90 feet and a central angle of 12°54'24", said curve subtended by a chord bearing N 20°02'33" E and a chord distance of 152.83 feet; thence northerly along the arc of said curve, a distance of 153.16 feet; thence N 26°29'45" E, a distance of 466.65 feet to a point of curve to the right having a radius of 730.00 feet and a central angle of 17°04'26", said curve subtended by a chord bearing N 35°01'59" E and a chord distance of 216.73 feet; thence northeasterly along the arc of said curve a distance of 217.54 feet; thence N 43°34'12" E, a distance of 113.33 feet to a point of curve to the left having a radius of 2,470.00 feet and a central angle of 09°55'10", said curve subtended by a chord bearing N 38°36'37" E and a chord distance of 427.08 feet; thence northeasterly along the arc of said curve a distance of 427.62 feet; thence N 33°39'02" E, a distance of 200.78 feet; thence N 89°50'52" W and leaving said Black Jack Road, a distance of 663.04 feet; thence N 44°22'58" W, a distance of 936.66 feet; thence S 00°24'38" E, a distance of 663.69 feet; thence N 89°40'13" W, a distance of 650.38 feet; thence N 00°14'01" W, a distance of 664.22 feet; thence N 89°37' 16" W, a distance of 1296.67 feet, to the Point of Beginning.

Tract B:

Begin at the NE corner of Section 22, Township 16 South, Range 1 East, St. Clair County, Alabama; thence S 01°20'01" E, a distance of 1317.53 feet; thence S 87°51'34" W, a distance of 1142.99 feet; thence S 28°11'25" W, a distance of 765.40 feet to the northerly right of way of Seaboard Coastline Railroad, thence S 83°22'28" W along said right of way, a distance of 1064.08 feet to Black Jack Road improvements; thence N 61°18'48" W and leaving said Railroad and along said Black Jack Road, a distance of 66.46 feet to a point of curve to the right having a radius of 332.38 feet and a central angle of 22°48'09", said curve subtended by a chord bearing N 49°54'44" W and a chord distance of 131.41 feet; thence northwesterly along the arc of said curve a distance of 132.28 feet to a point of compound curve having a radius of 85.00 feet and a central angle of 52°06'01", said curve subtended by a chord bearing N 12°27'39" W and a chord distance of 74.66 feet; thence northerly along the arc of said curve, a distance of 77.29 feet to a point of compound curve having a radius of 619.90 feet and a central angle of 12°54'24", said curve subtended by a chord bearing N 20°02'33" E and a chord distance of 139.35 feet; , thence northerly along the arc of said curve, a distance of 139.64 feet; thence N 26°29'45" E, a distance of 466.65 feet to a point of curve to the right having a radius of 670.00 feet and a central angle of 17°04'26" said curve subtended by a chord bearing N 35°01'59" E and a chord distance of 198.92 feet; thence northeasterly along the arc of said curve of 199.66 feet; thence N 43°34'12" E, a distance of 113.33 feet to a point of curve to the left having a radius of 2530.00 feet and a central angle of 09°55'10", said curve subtended by a chord bearing N 38°36'37" E and a chord distance of 437.46 feet; thence northeasterly along the arc of said curve a distance of 438.01 feet; thence N 33°39'02" E, a distance of 326.95 feet to a point of curve to the right having a radius of 1470.00 feet and a central angle of 12°45'11" said curve subtended by a chord bearing N 40°01'37" E and a chord distance of 326.52 feet; thence northeasterly along the arc of said curve a distance of 327.19 feet to a point of reverse curve having a radius of 1204.34 feet and a central angle of 04°35'41", said curve subtended by a chord bearing N 44°06'23" E and a chord distance of 96.55 feet; thence northeasterly along the arc of said curve, a distance of 96.58 feet; thence N 42°48'32" E, a distance of 229.23 feet to a point of curve to the right having a radius of 470.00 feet and a central angle of 07°57'56", said curve subtended by a chord bearing N 45°47'30" E and a chord distance of 65.29 feet; thence northeasterly along the arc of


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said curve a distance of 65.34 feet to a point of reverse curve having a radius of 1132.87 feet and a central angle of $05^{\circ}12'28''$, said curve subtended by a chord bearing $N 47^{\circ}10'14'' E$ and a chord distance of 102.93 feet; thence northeasterly along the arc said curve, a distance of 102.96 feet; thence $N 44^{\circ}34'00'' E$, a distance of 350.13 feet to a point of curve to the left having a radius of 1530.00 feet and a central angle of $04^{\circ}12'32''$ said curve subtended by a chord bearing $N 42^{\circ}27'44'' E$ and a chord distance of 112.36 feet; thence northeasterly along the arc of said curve a distance of 112.39 feet; thence $N 40^{\circ}21'28'' E$, a distance of 157.76 feet to a point of curve to the right having a radius of 826.02 feet and a central angle of $23^{\circ}10'26''$, said curve subtended by a chord bearing $N 30^{\circ}09'07'' E$ and a chord distance of 331.82 feet; thence northeasterly along the arc of said curve a distance of 334.09 feet to a point of reverse curve having a radius of 620.00 feet and a central angle of $20^{\circ}25'11''$, said curve subtended by a chord bearing $N 28^{\circ}46'29'' E$ and a chord distance of 219.79 feet; thence northeasterly along the arc of said curve, a distance of 220.96 feet; thence $N 38^{\circ}59'04'' E$, a distance of 143.84 feet; thence $N 89^{\circ}41'47'' E$ and leaving said Black Jack Road, a distance of 456.39 feet; thence $S 88^{\circ}54'08'' E$, a distance of 1319.02 feet; thence $S 88^{\circ}11'26'' E$, a distance of 1409.08 feet; thence $S 03^{\circ}43'52'' W$, a distance of 1294.30 feet; thence $N 88^{\circ}40'08'' W$, a distance of 2817.17 feet to the point of beginning.

Tract C:

Begin at the SW corner of the SE 1/4 of the NW 1/4 of Section 22, Township 16 South, Range 1 East, St. Clair County, Alabama; thence $S 89^{\circ}31'54'' E$, a distance of 1458.57 feet to Black Jack Road improvements, to the point of a non-tangent curve to the right, having a central angle of $06^{\circ}19'41''$ of and a radius of 758.02 feet, said curve subtended by a chord bearing $N 50^{\circ}42'28'' E$ and a chord distance of 83.68 feet; thence northeasterly along the arc of said curve a distance of 83.72 feet; thence $N 53^{\circ}52'19'' E$, a distance of 122.96 feet to a point of curve to the left having a radius of 65.00 feet and a central angle of $105^{\circ}13'04''$, said curve subtended by a chord bearing $N 01^{\circ}15'47''$ and a chord distance of 103.29 feet; thence northerly along the arc of said curve a distance of 119.37 feet to a point of compound curve having a radius 1366.50 feet and a central angle of $09^{\circ}58'03''$, said curve subtended by a chord bearing $N 56^{\circ}19'46'' W$ and a chord distance of 237.43 feet; thence northwesterly along the arc of said curve, a distance of 237.73 feet; thence $N 61^{\circ}18'48'' W$, a distance of 107.98 feet to the southerly right of way of Seaboard Coastline Railroad; thence $S 83^{\circ}22'28'' W$ leaving said Black Jack Road and along said Railroad, a distance of 636.47 feet to a point of curve to the left having a radius of 1382.85 feet and a central angle of $29^{\circ}41'51''$, said curve subtended by a chord bearing $S 68^{\circ}31'32'' W$ and a chord distance of 708.76 feet; thence westerly along the arc of said curve and along said right of way a distance of 716.76 feet; thence $S 53^{\circ}40'40'' W$ along said right of way, a distance of 111.18 feet; thence $S 88^{\circ}11'57'' E$ and leaving said right of way, a distance of 48.83 feet to the Point of Beginning.

Tract D:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 22, Township 16 South, Range 1 East, St. Clair County, Alabama; thence $N 89^{\circ}24'54'' W$, a distance of 668.98 feet to the Point of Beginning; thence $N 89^{\circ}31'54'' W$, a distance of 668.98 feet to the point of beginning; thence $N 89^{\circ}31'54'' W$, a distance of 449.33 feet to Black Jack Road improvements to the point of curve of a non-tangent curve to the right, having a central angle of $00^{\circ}43'48''$ of and a radius of 698.02 feet, said curve subtended by a chord bearing $N 53^{\circ}30'25'' E$ and a chord distance of 8.89 feet; thence northeasterly along the arc of said curve a distance of 8.89 feet; thence $N 53^{\circ}52'19'' E$, a distance of 122.96 feet to a point of curve to the left having a radius of 125.00 feet and a central angle of $105^{\circ}13'04''$, said curve subtended by a chord bearing $N 01^{\circ}15'47'' E$ a chord distance of 198.63 feet; thence northerly along the arc of said curve a distance of 229.55 feet to a point of compound curve having a radius of 1426.50 feet and a central angle of $09^{\circ}58'03''$, said curve subtended by a chord bearing $N 56^{\circ}19'46'' W$ and a chord distance of 247.85 feet; thence northwesterly along the arc of said curve, a distance of 248.16 feet; thence $N 61^{\circ}18'48'' W$, a distance of 23.28 feet to a southerly, right of way of Seaboard Coastline Railroad; thence $N 83^{\circ}22'28'' E$ leaving said Black Jack Road and along said Railroad, a distance of 853.37 feet, thence $S 28^{\circ}11'25'' W$ and leaving said right of way, a distance of 598.02 feet to the Point of Beginning.

Tract E:

Begin at the NW corner of the SE 1/4 of the SE 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence $N 89^{\circ}41'47'' E$ a distance of 783.04 feet to Black Jack Road improvements; thence $S 38^{\circ}59'04'' W$, a distance of 94.75 feet to a point of curve to the left having a radius of 680.00 feet and a central angle of $20^{\circ}25'11''$, said curve subtended by a chord bearing $S 28^{\circ}46'29'' W$ and a chord distance of 241.06 feet; thence Southwesterly along the



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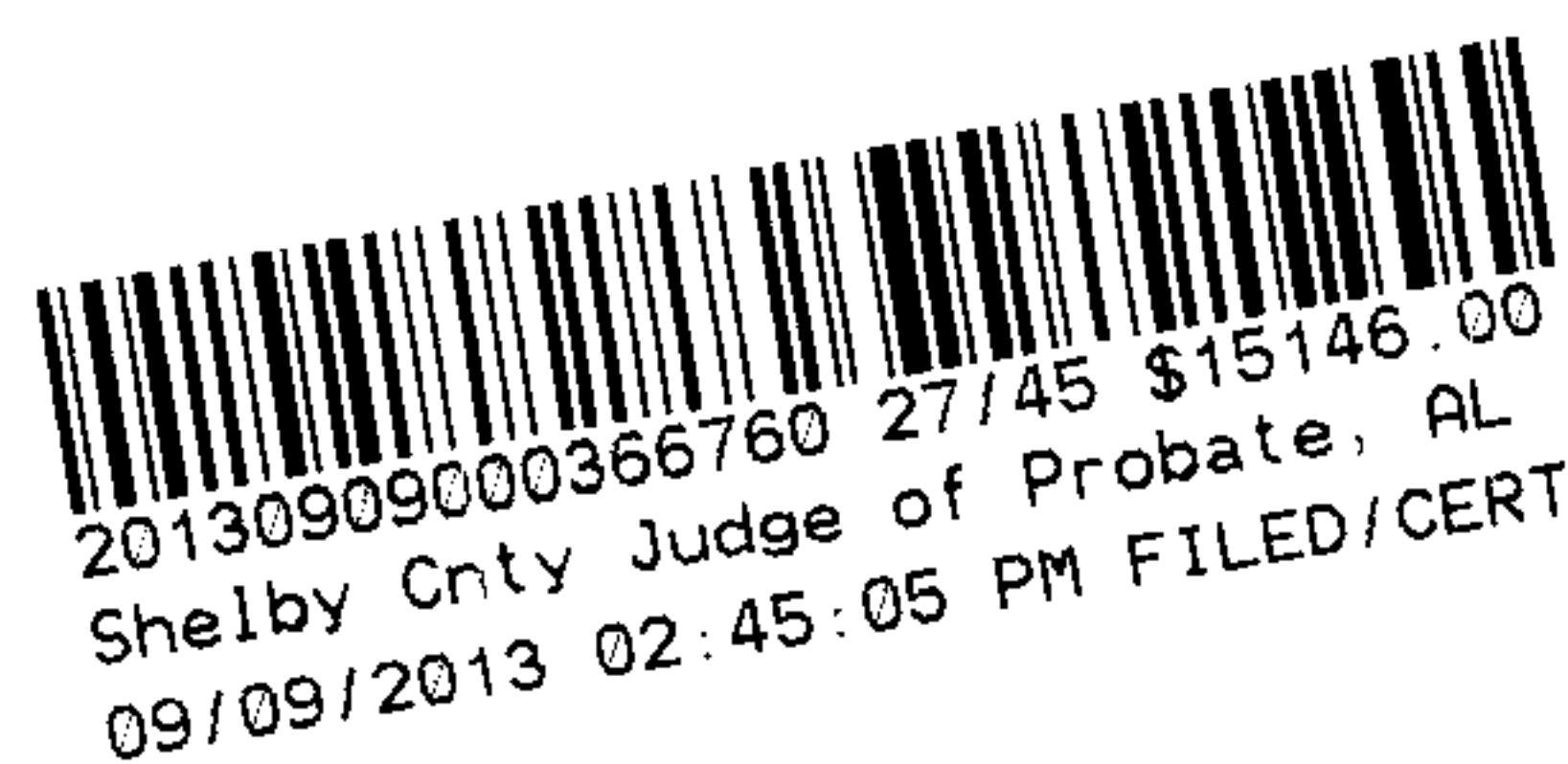
arc. of said curve a distance of 242.34 feet to a point reverse curve having a radius of 766.02 feet and a central angle of $23^{\circ}10'26''$, said curve subtended by a chord bearing $S 30^{\circ}09'07'' W$ and a chord distance of 307.72 feet; thence southwesterly along the arc of said curve, a distance of 309.83 feet; thence $S 41^{\circ}44'20'' W$, a distance of 189.00 feet to a point of curve to the left having a radius of 3,530.00 feet and a central angle of $01^{\circ}22'52''$, said curve subtended by a chord bearing $S 41^{\circ}02'54'' W$ and a chord distance of 85.08 feet; thence southwesterly along the arc of said curve a distance of 85.08 feet; thence $S 40^{\circ}21'28'' W$ a distance of 157.76 feet to a point of curve to the right having a radius of 1,470.00 feet and a central angle of $04^{\circ}12'32''$, a said curve subtended by a chord bearing $S 42^{\circ}27'44'' W$ and a chord distance of 107.96 feet; thence southwesterly along the arc of said curve a distance of 107.98 feet; thence $S 44^{\circ}34'00'' W$, a distance of 85.61 feet; thence $N 02^{\circ}02'09'' W$ and leaving said Black Jack Road, a distance of 1,013.57 feet to the POINT OF ENDING.

Tract F:

Begin at the NW corner of the SE 1/4 of the NE 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence $N 88^{\circ}01'29'' E$, a distance of 1286.31 feet; thence $S 02^{\circ}49'23'' E$, a distance of 1,372.38 feet to the Southeast corner of the said SE 1/4 of the NE 1/4; thence $S 89^{\circ}34'35'' W$, along the South line of said 1/4 1/4 a distance of 1319.42 feet; thence $N 88^{\circ}20'29'' W$, a distance of 661.59 feet; thence $N 02^{\circ}19'03'' W$, a distance of 250.26 feet; thence $N 89^{\circ}40'25'' W$, a distance of 1,213.76 feet; thence $N 02^{\circ}02'27'' W$ a distance of 33.27 feet; thence $N 18^{\circ}23'57'' E$, a distance of 95.53 feet; thence $N 39^{\circ}59'08'' E$, a distance of 142.65 feet; thence $N 80^{\circ}19'53'' E$, a distance of 166.87 feet; thence $N 35^{\circ}14'56'' E$, a distance of 231.71 feet; thence $S 89^{\circ}45'57'' E$, a distance of 116.10 feet; thence $N 00^{\circ}53'48'' E$, a distance of 168.51 feet; thence $N 35^{\circ}14'56'' E$, a distance of 482.96 feet; thence $N 11^{\circ}11'19'' E$ a distance of 453.85 feet; thence $N 45^{\circ}55'13'' E$, a distance of 1,307.03 feet; thence $S 00^{\circ}21'18'' E$, a distance of 1,307.36 feet to the point of beginning.

LESS AND EXCEPT the following:

Commence at the NW corner of the NW 1/4 of the NE 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South $89^{\circ}50'30''$ East a distance of 221.92 feet; thence South $0^{\circ}8'50''$ West a distance of 265.75 feet; thence North $66^{\circ}29'21''$ East a distance of 108.30 feet; thence North $73^{\circ}36'39''$ East a distance of 150.07 feet; thence South $80^{\circ}15'32''$ East a distance of 148.79 feet; thence South $89^{\circ}14'08''$ East a distance of 218.45 feet to a point of curve to the left having a central angle of $6^{\circ}47'43''$ and a radius of 325.00 feet, said curve subtended by a chord bearing South $02^{\circ}08'00''$ East and a chord distance of 32.86 feet; thence along the arc of said curve a distance of 32.87 feet to a point of reverse curve having a central angle of $5^{\circ}53'51''$ and a radius of 275.00 feet, said curve subtended by a chord bearing South $02^{\circ}04'56''$ East and a chord distance of 28.29 feet; thence along the arc of said curve a distance of 28.31 feet; thence South $89^{\circ}08'00''$ East a distance of 50.00 feet to a point on a curve to the right having a central angle of $11^{\circ}42'00''$ and a radius of 325.00 feet, said curve subtended by a chord bearing South $06^{\circ}42'59''$ West and a chord distance of 66.25 feet; thence along the arc of said curve a distance of 66.37 feet; thence South $77^{\circ}26'01''$ East a distance of 101.37 feet to the point of beginning; thence continue along the last described course a distance of 32.71 feet; thence South $45^{\circ}36'04''$ East a distance of 223.13 feet; thence South $20^{\circ}12'14''$ East a distance of 106.08 feet; thence South $21^{\circ}28'18''$ East a distance of 221.45 feet; thence South $0^{\circ}21'18''$ East a distance of 120.61 feet; thence South $61^{\circ}34'55''$ West a distance of 206.04 feet to a point on a curve to the left having a central angle of $5^{\circ}01'31''$ and a radius of 275.00 feet, said curve subtended by a chord bearing South $30^{\circ}55'50''$ East a chord distance of 24.11 feet; thence along the arc of said curve a distance of 24.12 feet; thence South $56^{\circ}33'24''$ West a distance of 202.72 feet; thence South $42^{\circ}34'26''$ East a distance of 168.46 feet; thence South $63^{\circ}4'7''$ East a distance of 31.95 feet; thence South $20^{\circ}29'32''$ East a distance of 116.26 feet; thence South $20^{\circ}29'32''$ East a distance of 315.56 feet; thence South $42^{\circ}2'49''$ West a distance of 316.98 feet; thence South $9^{\circ}36'18''$ West a distance of 748.83 feet; thence North $88^{\circ}20'29''$ West a distance of 243.45 feet; thence North $2^{\circ}19'3''$ West a distance of 250.26 feet; thence North $89^{\circ}40'25''$ West a distance of 1213.77 feet; thence North $2^{\circ}2'27''$ West a distance of 33.27 feet; thence North $18^{\circ}23'57''$ East a distance of 95.53 feet; thence North $39^{\circ}59'8''$ East a distance of 142.65 feet; thence North $80^{\circ}19'53''$ East a distance of 166.87 feet; thence North $35^{\circ}14'56''$ East a distance of 231.71 feet; thence South $89^{\circ}46'02''$ East a distance of 116.10 feet thence North $0^{\circ}53'48''$ East a distance of 168.51 feet; thence North $35^{\circ}14'56''$ East a distance of 482.96 feet; thence North $11^{\circ}11'19''$ East a distance of 453.85



feet; thence North 45°55'13" East a distance of 883.41 feet to the point of beginning.

Less and except any portion of subject property located within a public right-of-way or right-of-way of Seaboard Coastline Railroad.

Also less and except from Tract A through F the following described property:

A parcel of land situated in Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division, being more particularly described as follows:


Commence at the NE corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29°46'00" West, a distance of 1,622.20 feet to the Point of Beginning; thence South 34°52'48" West, a distance of 298.10 feet; thence South 17°13'03" West, a distance of 302.56 feet; thence South 08°38'08" West, a distance of 229.55 feet; thence South 26°54'52" West, a distance of 203.37 feet; thence South 17°13'03" West, a distance of 104.36 feet to the point of curve of a non-tangent curve to the left, having a 01°41'06" of a radius of 225.00 feet, said curve subtended by a chord bearing South 89°34'53" East and a chord of distance of 6.62 feet; thence Easterly along the arc of said curve a distance of 6.62 feet; thence South 00°25'25" East, a distance of 50.00 feet to the point of curve of a non-tangent curve to the right, having a 07°06'40" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 88°52'05" West and a chord distance of 34.11 feet; thence Westerly along the arc of said curve a distance of 34.13 feet; thence South 06°41'15" West, a distance of 203.68 feet; thence South 89°34'35" West, a distance of 63.54 feet; thence South 02°02'09" East, a distance of 842.59 feet; thence North 59°19'35" West, a distance of 385.08 feet; thence South 30°40'25" West, a distance of 362.03 feet; thence North 59°19'35" West, a distance of 50.00 feet; thence North 30°40'25" East, a distance of 297.85 feet; thence North 25°04'05" West, a distance of 225.62 feet; thence North 05°22'09" East, a distance of 361.63 feet; thence North 09°36'18" East, a distance of 873.58 feet; thence North 42°02'49" East, a distance of 327.67 feet; thence North 17°19'39" East, a distance of 333.74 feet; thence North 82°56'17" West, a distance of 138.95 feet; thence North 63°04'07" West, a distance of 166.38 feet; thence North 42°34'28" West, a distance of 168.46 feet; thence North 58°33'24" East, a distance of 202.72 feet to the point of curve of a non-tangent curve to the right, having a 05°01'31" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 30°55'51" West and chord distance of 24.11 feet; thence Northwesternly along the arc of said curve a distance of 24.12 feet; thence North 61°34'55" East, a distance of 249.82 feet; thence North 85°32'20" East, a distance of 414.28 feet; thence South 14°04'34" East, a distance of 275.00 feet to the point of curve of a non-tangent curve to the right, having a 05°54'58" of and a radius of 275.00 feet said curve subtended by a chord bearing South 78°52'55" West and a chord distance of 28.38 feet; thence Westerly along the arc of said curve a distance of 28.40 feet; thence South 17°23'38" East, a distance of 259.55 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

Also Less and Except;

A parcel of land situated in Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division, being more particularly described as follows;

Commence at the NE corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29°46'00" West, a distance of 1,622.20 feet to the Point of Beginning; thence South 34°52'48" West, a distance of 298.10 feet; thence South 17°13'03" West, a distance of 302.56 feet; thence South 08°38'08" West, a distance of 229.55 feet; thence South 26°54'52" West, a distance of 203.37 feet; thence South 17°13'03" West a distance of 104.36 feet to the point of curve of a non-tangent curve to the left, having a 01°41'06" of and a radius of 225.00 feet, said curve subtended by a chord bearing South 89°34'53" East and a chord distance of 6.62 feet; thence Easterly along the arc of said curve a distance of 6.62 feet; thence South 00°25'25" East, a distance of 50.00 feet to the point of curve of a non-tangent curve to the right, having a 07°06'40" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 86°52'05" West and a chord distance of 34.11 feet; thence Westerly along the arc of said curve a distance of 34.13 feet; thence


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South 06°41'15" West, a distance of 203.68 feet; thence South 89°34'35" West, a distance of 63.54 feet; thence South 02°02'09" East a distance of 842.59 feet; thence North 59°39'35" West, a distance of 385.08 feet; thence South 30°40'25" West, a distance of 362.03 feet; thence North 59°19'35" West, a distance of 50.00 feet; thence North 30°40'25" East, a distance of 297.85 feet; thence North 25°04'05" West, a distance of 225.62 feet; thence North 05°22'09" East, a distance of 361.63 feet; thence North 09°36'18" East, a distance of 873.58 feet; thence North 42°02'49" East, a distance of 327.67 feet; thence North 17°19'39" East, a distance of 333.74 feet; thence North 82°56'17" West, a distance of 138.95 feet; thence North 63°04'07" West, a distance of 166.36 feet; thence North 42°34'26" West, a distance of 168.46 feet; thence North 56°33'24" East, a distance of 202.72 feet to the point of curve of a non-tangent curve to the right, having a 05°01'31" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 30°55'51" West and a chord distance of 24.11 feet; thence Northwesterly along the arc of said curve a distance of 24.12 feet; thence North 61°34'55" East, a distance of 249.82 feet; thence North 85°32'20" East, a distance of 414.28 feet; thence South 14°04'34" East, a distance of 275.00 feet to the point of curve of a non-tangent curve to the right, having a 05°54'58" of and a radius of 275.00 feet, said curve subtended by a chord bearing South 78°52'55" West and a chord distance of 28.38 feet; thence Westerly along the arc of said curve a distance of 28.40 feet; thence South 17°23'38" East, a distance of 259.55 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

Also Less and Except:

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 14, Township 16 South, Range 1 East, St. Clair County, Alabama.

Also all that part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 15, Township 16 South, Range 1 East, St. Clair County Alabama.

Less and except any portion located within a public road.

Also, Less and except any portion located within the following Subdivisions as reflected by the recorded maps thereof filed in St. Clair County, Alabama;

Carrington Lakes, Sector 9-Map Book 2007, Page 22

Carrington Lakes, Sector 5-Map Book 2005, Page 44

Carrington Lakes, Sector 5, Resurvey Number Two-Map Book 2007, Page 55

Also Less and Except:

A parcel of land located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 22, Township 16 South, Range 1 East, more particularly described as follows:

Commence at a 3" capped pipe being the Northwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 16 South, Range 1 East; thence in an Easterly direction along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 1309.88 feet to a point lying on the Northwest right of way of Black Jack Road and a non-tangent curve concave to the East, said curve having a radius of 730.00 feet, a central angle of 3 degrees 57 minutes 46 seconds, a chord which bears in a Southwesterly direction a distance of 50.48 feet; thence 119 degrees 58 minutes 29 seconds right to a line tangent to said curve and run Southwesterly along the arc of said curve and said right of way for a distance of 50.49 feet to a point of tangency; thence run Southwesterly along tangent of said curve and along said right of way for a distance of 150.88 feet to a rebar capped EDG and the point of beginning; thence continue along last described course for a distance of 315.99 feet to a rebar capped EDG; thence 81 degrees 33 minutes 22 seconds right in a Northwest direction leaving said right of way for a distance of 174.02 feet to a rebar capped EDG; thence 3 degrees 18 minutes 08 seconds left in a Northwest direction for a distance of 482.41 feet to a rebar capped EDG; thence 121 degrees 40 minutes 18 seconds right in a Northeast direction for a distance of 488.78 feet to a rebar capped EDG and a tangent curve concave to the South, said curve having a radius of 25.00 feet, a central angle of 82 degrees 09 minutes 45 seconds, a chord which bears in an Easterly direction a distance of 32.88 feet; thence run along the arc of said curve for a distance of 35.85 feet to a rebar capped EDG and a point of reverse curve concave to the Northeast, said curve having a radius of 525.00 feet, a central angle of 12 degrees 05 minutes 07 seconds and a chord which bears in a Southeasterly direction a distance of 110.56 feet; thence run Southeasterly along arc of said curve for a distance of 110.76 feet to a rebar capped EDG and a point of tangency; thence run Southeasterly along tangent of said curve for a distance of 313.84 feet to a rebar capped EDG and a tangent curve concave to the West, said curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, a chord which bears in a Southerly direction a distance of 35.36 feet; thence run along the arc of said curve for a distance of 39.27 feet to the POINT OF BEGINNING.

Situated in St. Clair County, Alabama, Pell City Division.

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Parcel 2:

Parcel I:

NW Diagonal half of the SE $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 16 South, Range 1 East St. Clair County, Alabama, Ashville Division.

ALSO:

Southeast diagonal half of the Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 10, Township 16 South, Range 1 East, St. Clair County, Alabama, Ashville Division.

ALSO:

West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 16 South, Range 1 East, St. Clair County, Alabama, Ashville Division.

ALSO:

Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the NW $\frac{1}{4}$ of of Section 11, Township 16 South, Range 1 East, St. Clair County, Alabama Ashville Division.

PARCEL II:

Commence at the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, said point being the Point of Beginning; thence South $02^{\circ}02'09''$ East, a distance of 1,322.72 feet; thence continue Southerly along said line, a distance of 998.01 feet; thence South $44^{\circ}08'36''$ West, a distance of 589.87 feet; thence South $40^{\circ}07'07''$ West, a distance of 654.18 feet; thence North $89^{\circ}50'52''$ West, a distance of 645.17 feet; thence North $44^{\circ}22'58''$ West, a distance of 936.66 feet; thence North $00^{\circ}42'10''$ East, a distance of 2,640.59 feet; thence North $00^{\circ}43'29''$ East, a distance of 208.18 feet; thence South $89^{\circ}40'25''$ East, a distance of 240.73 feet; thence South $01^{\circ}58'31''$ East, a distance of 15.12 feet; thence South $20^{\circ}17'10''$ East, a distance of 121.33 feet; thence South $55^{\circ}34'01''$ East a distance of 295.25 feet; thence South $80^{\circ}11'06''$ East, a distance of 131.86 feet; thence South $58^{\circ}26'29''$ East, a distance of 87.29 feet; thence South $48^{\circ}20'13''$ East, a distance of 242.88 feet; thence South $27^{\circ}04'51''$ East, a distance of 63.60 feet; thence South $33^{\circ}17'21''$ East, a distance of 105.14 feet; thence South $21^{\circ}45'40''$ West, a distance of 132.32 feet; thence South $39^{\circ}57'02''$ East, a distance of 101.92 feet; thence North $61^{\circ}40'36''$ East, a distance of 82.35 feet; thence North $58^{\circ}41'43''$ East, a distance of 106.65 feet; thence North $07^{\circ}35'02''$ East, a distance of 145.32 feet; thence North $48^{\circ}11'48''$ East, a distance of 67.56 feet; thence North $12^{\circ}47'37''$ East, a distance of 59.51 feet; thence North $17^{\circ}55'46''$ West, a distance of 121.53 feet; thence North $35^{\circ}18'31''$ West, a distance of 102.46 feet; thence North $29^{\circ}14'08''$ West, a distance of 50.00 feet; thence continue Northwesterly along said line, a distance of 50.00 feet; thence North $35^{\circ}01'14''$ West, a distance of 272.07 feet; thence North $35^{\circ}14'56''$ East, a distance of 22.01 feet; thence South $89^{\circ}40'25''$ East, a distance of 144.54 feet; thence South $23^{\circ}32'37''$ East, a distance of 104.52 feet; thence South $40^{\circ}05'48''$ East, a distance of 193.64 feet; thence South $89^{\circ}23'50''$ East, a distance of 68.51 feet; thence South $02^{\circ}19'03''$ East, a distance of 6.67 feet; thence South $88^{\circ}20'29''$ East, a distance of 661.59 feet to the Point of Beginning. Less and except any portion thereof located in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 15, Township 16 South, Range 1 East.

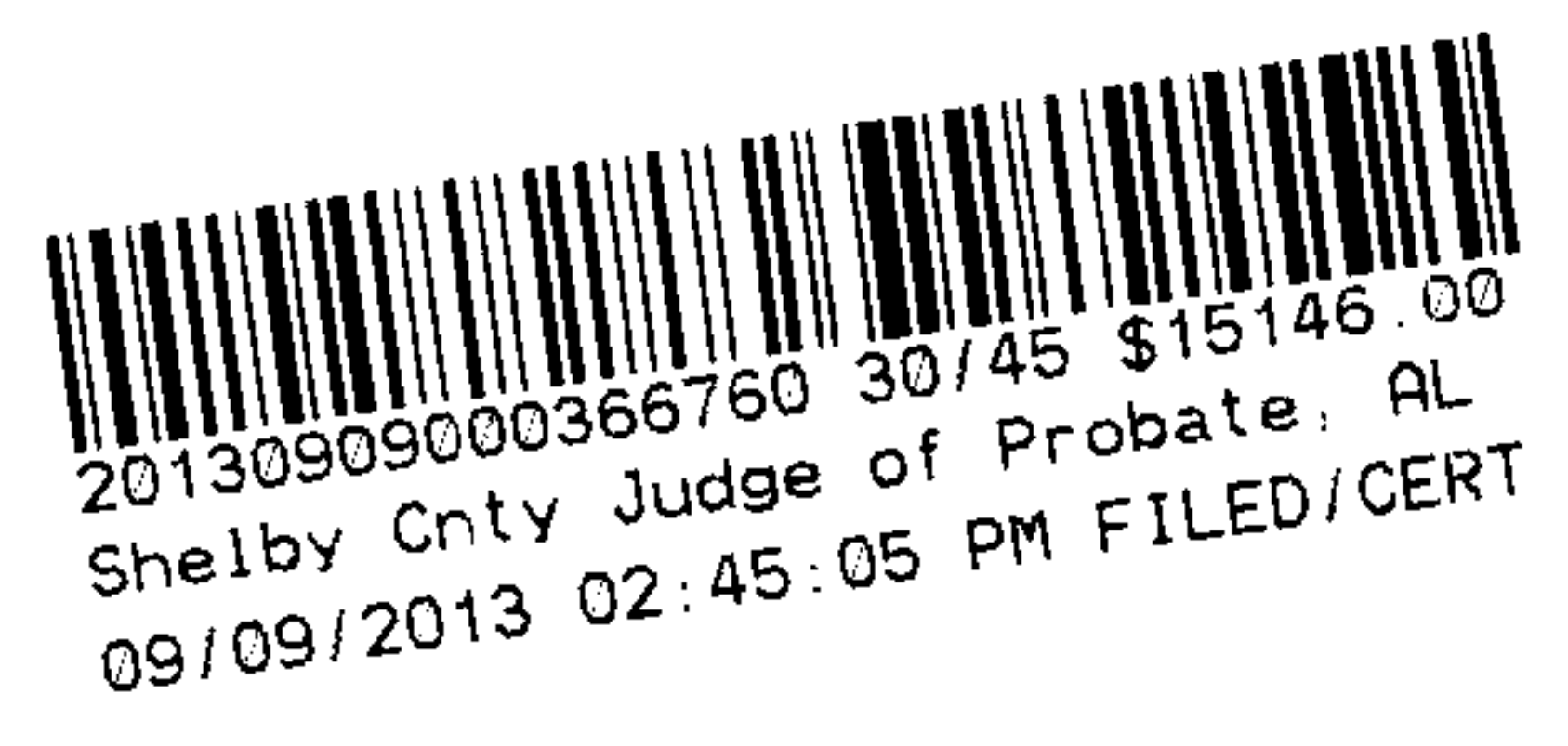
LESS AND EXCEPT any portion of the hereinabove located within the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, Township 16 South, Range 1 East.

LESS AND EXCEPT FROM THE HEREINABOVE PARCELS I AND II ANY PORTION LOCATED WITHIN THE FOLLOWING:
The Survey of Hidden Lakes Estates, as recorded in Map Book 2, page 65, in the Probate Office of St Clair County, Alabama,

LESS AND EXCEPT any portion of subject property located within a road right of way or any portion located within an existing lake or pond or any of the proposed lakes reflected on either of the recorded maps set out below.

All lots located within the Survey of Carrington Lakes, Sector 5, as recorded in Map Book 2005, page 44, in the Probate Office of St. Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 6, as recorded in Map Book 2005, page 49, in the Probate



Office of St. Clair County, Alabama.

Also All lots located within the Survey of Carrington Lakes, Sector 8, as recorded in Map Book 2007, Page 31, in the Probate Office of St Clair County, Alabama,

All lots located within the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 41, in the Probate Office of St Clair County, Alabama,

All lots located within the Survey of Carrington Lakes, Sector 9, as recorded in Map Book 2007, Page 22, in the Probate Office of St Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 5, Resurvey Number 2 as recorded in Map Book 2007, Page 55, in the Probate Office of St. Clair County, Alabama.

All lots located within the Resurvey of Lots 345-347 and 349-357, Carrington Lakes, Sector 5 as recorded in Map Book 2006, Page 28, in the Probate Office of St. Clair County, Alabama.


Further less and except any lots included within any of the recorded maps of the Carrington Lakes Development Less and except the following:

Commence at the SW corner of Section 15, Township 16 South, Range 1 East, St Clair County, Alabama; thence North 68° 38' 59" East, a distance of 1883.87 feet; thence North 54° 09' 33" East, a distance of 340.87 feet; thence South 67° 58' 22" East, a distance of 50 feet; thence North 02° 01' 38" East, a distance of 25.78 feet to the point of curve to the right having a radius of 1,478.00 feet and a central angle of 00° 09' 64", said curve subtended by a chord bearing North 02° 06' 35" East, and a chord distance of 4.25 feet; thence Northerly along the arc of said curve a distance of 4.25 feet; thence South 87° 48' 29" East a distance of 59.78 feet to the point of beginning; thence continue Easterly along said line a distance of 139.29 feet; thence North 04° 22' 32" East, a distance of 289.98 feet; thence North 59° 49' 37" East, a distance of 305.54 feet; thence North 80° 07' 13" West, a distance of 23.46 feet; thence North 50° 28' 18" East, a distance of 390.66 feet; thence 34° 25' 13" East a distance of 253.26 feet; thence North 48° 40' 28" West; a distance of 489.68 feet; thence South 57° 11' 37" West, a distance of 169.83 feet; thence North 08° 39' 28" East, a distance of 129.46 feet; thence North 20° 48' 07" West, a distance of 398.42 feet; thence North 72° 51' 28" West, a distance of 152.99 feet; thence North 38° 04' 47" West, a distance of 20.58 feet; thence South 60° 00' 55" West, a distance of 57.99 feet; thence South 00° 42' 10" West, a distance of 1649.97 feet to the point of beginning.

Also less and Except

A parcel of land situated in Section 15, Township 16 South, Range 1 East, St Clair County, Alabama, Pell City Division being more particularly described as follows:

Commence at the NE corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29° 46' 00" West a distance of 1622.20 feet to the point of beginning; thence South 34° 52' 48" West, a distance of 298.10 feet; thence South 17° 13' 3" West, a distance of 302.56 feet; thence South 08° 38' 08" West, a distance of 229.58 feet; thence South 25° 54' 52" West, a distance of 203.37 feet; thence South 17° 13' 03" West, a distance of 104.36 feet to the point of curve of a non-tangent curve to the left having a 01° 41' 06" of and a radius of 225.00 feet; said curve subtended by a chord bearing South 89° 34' 53" East, and a chord a distance of 6.62 feet; thence Easterly along the arc of said curve a distance of 8.82 feet; thence South 00° 25' 25" East, a distance of 50.00 feet to the point of curve of a non-tangent curve having a 07° 06' 40" and a radius of 276.00 feet; said curve subtended by a chord bearing 86° 52' 05" West and a chord distance of 34.11 feet; thence Westerly along the arc of said curve a distance of 34.13 feet; thence South 06° 41' 15" West, a distance of 203.68 feet; thence South 89° 34' 35" West, a distance of 63.54 feet; thence South 02° 02' 09" East, a distance of 842.59 feet; thence North 59° 19' 35" West, a distance of 385.38 feet; thence South 30° 40' 25" West, a distance of 362.03 feet; thence North 59° 19' 35" West, a distance of 50.00 feet; thence North 30° 40' 25" East, a distance of 297.86 feet; thence North 25° 04' West, a distance of 225.62 feet; thence North 05° 22' 09" East, a distance of 361.63 feet; thence North 09° 36' 18" East, a distance of 873.58 feet; thence North 42° 02' 49" East, a distance of 327.57 feet; thence North 17° 19' 39" East a distance of 333.74 feet; thence North 82° 56' 17" West, a distance of 138.96 feet; thence


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North 63° 04' 07" West, a distance of 166.36 feet; thence North 42° 34' 26" West, a distance of 168.46 feet; thence North 55° 33' 24" East a distance of 202.72 feet to the point of curve on a non-tangent curve to the right having a 05° 01' 31" and a radius, of 275.00 feet; said curve subtended by a chord bearing North 30° 55' 61" West, and a chord distance of 24.11 feet; thence Northwesterly along arc of said curve a distance of 24.12 feet; thence North 61° 34' 55" East a distance of 249.82 feet; thence North 85° 32' 20" East, a distance of 414.28 feet; thence South 14° 04' 34" East a distance of 275.00 feet to the point of curve of a non-tangent curve to the right having a 05° 54' 58" of and a radius of 275.00 feet; said curve subtended by a chord bearing South 78° 52' 55" West, and a chord distance of 28.38 feet; thence Westerly along arc of said curve a distance of 28.40 feet; thence South 17° 23' 38" East a distance of 259.55 feet to the point of beginning.

Also, Less and Except:

Commence at the Southeast corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division; thence run North 55°17'02" West a distance of 2251.11 feet to the point of beginning, said point being the beginning of a curve to the left, of which the radius point lies North 66°57'49" East, a radial distance of 325.00 feet; thence Southeasterly along the arc, through a central angle of 02°11'35", a distance of 12.44 feet; thence South 66°57'49" West, a distance of 50.00 feet; thence South 52°55'52" West, a distance of 977.55 feet; thence South 40°21'44" West, a distance of 422.35 feet; thence North 34°09'31" West, a distance of 125.02 feet; thence North 38°37'24" West, a distance of 105.66 feet; thence North 23°57'35" West, a distance of 50.00 feet; thence North 06°52'46" West, a distance of 96.09 feet; thence North 05°55'50" East, a distance of 201.49 feet; thence North 04°22'32" East, a distance of 289.98 feet; thence North 59°49'37" East, a distance of 305.54 feet; thence South 80°07'13" East, a distance of 133.02 feet; thence North 64°22'52" East, a distance of 235.55 feet; thence North 56°45'27" East, a distance of 642.56 feet; thence South 74°19'12" East, a distance of 137.70 feet; thence South 59°19'35" East, a distance of 83.63 feet; thence continue Southeasterly along said line, a distance of 50.00 feet; thence continue Southeasterly along said line, a distance of 192.60 feet; thence South 52°55'52" West, a distance of 424.46 feet to the Point of Beginning.

LESS AND EXCEPT any portion thereof located within the SE 1/4 of the SW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division.

ALSO LESS AND EXCEPT that portion of subject property included within the legal description of the proposed Carrington Lakes Sector 9, being more particularly described as follows;

A parcel of land situated in Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division, being more particularly described as follows:

Commence at the NE corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29°46'00" West, a distance of 1,622.20 feet to the Point of Beginning; thence South 34°52'48" West, a distance of 298.10 feet; thence South 17°13'03" West, a distance of 302.56 feet; thence South 08°38'08" West, a distance of 229.55 feet; thence South 26°54'52" West, a distance of 203.37 feet; thence South 17°13'03" West, a distance of 104.36 feet to the point of curve of a non-tangent curve to the left, having a 01°41'06" of and a radius of 225.00 feet, said curve subtended by a chord bearing South 89°34'53" East and a chord distance of 6.62 feet; thence Easterly along the arc of said curve a distance of 6.62 feet; thence South 00°25'25" East, a distance of 50.00 feet to the point of curve of a non-tangent curve to the right, having a 07°06'40" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 86°52'05" West and a chord distance of 34.11 feet; thence Westerly along the arc of said curve a distance of 34.13 feet; thence South 06°41'15" West, a distance of 203.68 feet; thence South 89°34'35" West, a distance of 63.54 feet; thence South 02°02'09" East, a distance of 842.59 feet; thence North 59°19'35" West, a distance of 385.08 feet; thence South 30°40'25" West, a distance of 362.03 feet; thence North 59°19'35" West, a distance of 50.00 feet; thence North 30°40'25" East, a distance of 297.85 feet; thence North 25°04'05" West, a distance of 225.62 feet; thence North 05°22'09" East, a distance of 361.63 feet; thence North 09°36'18" East, a distance of 873.58 feet; thence North 42°02'49" East, a distance of 327.67 feet; thence North 17°19'39" East, a distance of 333.74 feet; thence North 82°56'17" West, a distance of 138.95



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feet; thence North 63°04'07" West, a distance of 166.36 feet; thence North 42°34'26" West, a distance of 168.46 feet; thence North 56°33'24" East, a distance of 202.72 feet to the point of curve of a non-tangent curve to the right, having a 05°01'31" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 30°55'51" West and a chord distance of 24.11 feet, thence Northwesterly along the arc of said curve a distance of 24.12 feet; thence North 61°34'55" East, a distance of 249.82 feet; thence North 85°32'20" East, a distance of 414.28 feet; thence South 14°04'34" East, a distance of 275.00 feet to the point of curve of a non-tangent curve to the right, having a 05°54'58" of and a radius of 275.00 feet, said curve subtended by a chord bearing South 78°52'55" West and a chord distance of 28.38 feet; thence Westerly along the arc of said curve a distance of 28.40 feet; thence South 17°23'38" East, a distance of 259.55 feet to the Point of Beginning.

Less and except any part of subject property lying within a road right of way.

Tract 1:

Parcel I:

Lots 296, 298, 299, 300, 301, 303, 304, 305, 306, 307, 308, 309, 311, 313, 324, 325, 326, 327, 328, 329, 330, 331, 335, 339, 340, 341, 358, 359, 360, 361, 362, 364, 365, 368, 369, 373, 374, 377, 378, 379, 399, 400, 403, 428, 429, 430, 431, 433, 434, 435, 436, 437, 439, 440, 441, 442, 447, 449, 450 and 455, according to the Survey of Carrington Lakes Sector 5, as recorded in Map Book 2005, Page 44, in the Probate Office of St. Clair County, Alabama, Pell City Division.

Parcel II

Lots 353-A, 354-A, 355-A, 356-A and 357-A, according to a Resurvey of Lots 345-347 & 349- 357, Carrington Lakes Sector 5, as recorded in Map Book 2006, page 28, in the Probate Office of St Clair County, Alabama, Pell City Division.

Parcel III:

Lots 376-A, 385-A, 386-A, 387-A and 392-A, according to the Survey of Carrington Lakes Sector 5 Resurvey Number Two, being a Resurvey of Lots 375, 376, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392 and 393, Carrington Lakes Sector 5, as recorded in Map Book 2007, Page 55, in the Probate Office of St Clair County, Alabama, Pell City Division.

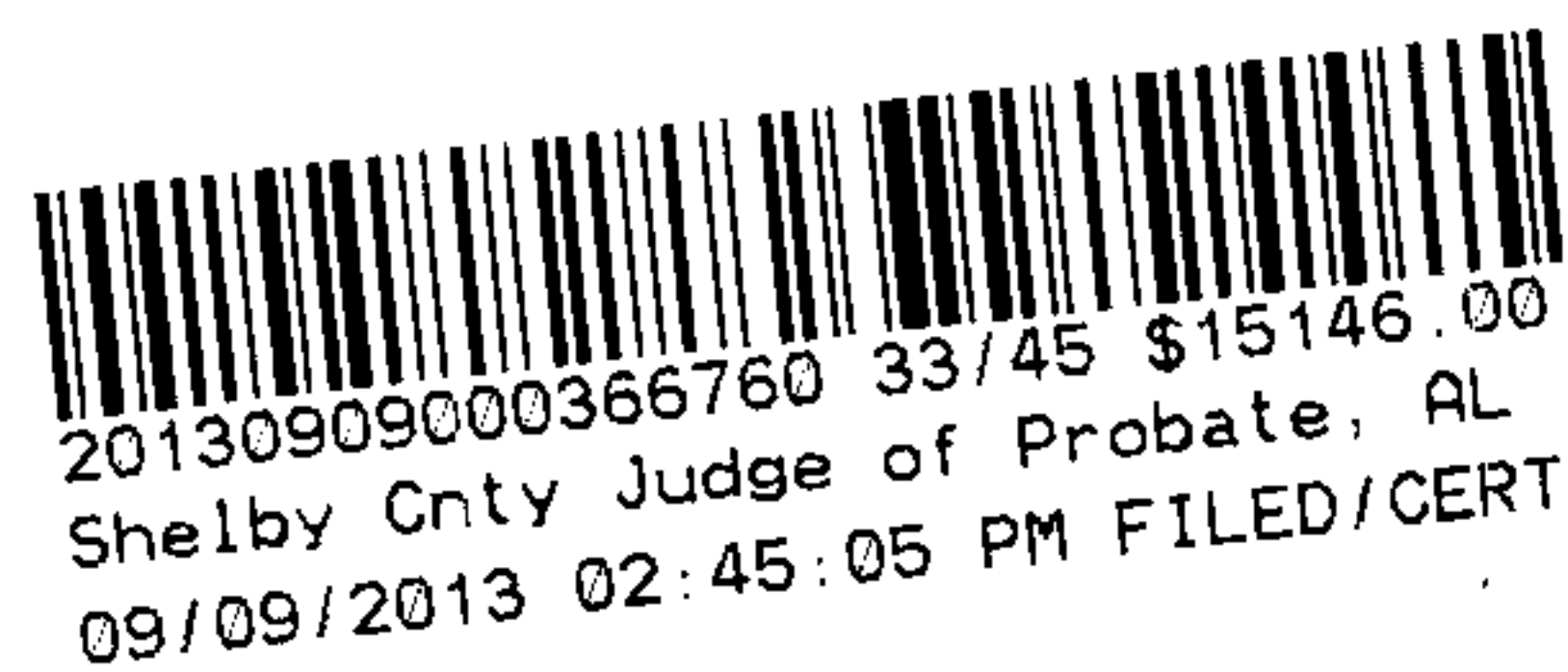
Tract 2:

Parcel I:

Commence at the Southeast corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division; thence run North 55°17'02" West, a distance of 2251.11 feet to the point of beginning, said point also being the beginning of a curve to the left, of which the radius point lies North 66°57'49" East, a radial distance of 325.00 feet; thence Southeasterly along the arc, through a central angle of 02°11'35", a distance of 12.44 feet; thence South 66°57'49" West, a distance of 50.00 feet; thence South 52°55'52" West, a distance of 977.55 feet; thence South 40°21'44" West, a distance of 422.35 feet; thence North 34°09'31" West, a distance of 125.02 feet; thence North 38°37'24" West, a distance of 105.66 feet; thence North 23°57'35" West, a distance of 50.00 feet; thence North 06°52'46" West, a distance of 96.09 feet; thence North 05°55'50" East, a distance of 201.49 feet; thence North 04°22'32" East, a distance of 289.98 feet; thence North 59°49'37" East, a distance of 305.54 feet; thence South 80°07'13" East, a distance of 133.02 feet; thence North 64°22'52" East, a distance of 235.55 feet; thence North 56°45'27" East, a distance of 642.56 feet; thence South 74°19'12" East, a distance of 137.70 feet; thence South 59°19'35" East, a distance of 83.63 feet; thence continue Southeasterly along said line, a distance of 50.00 feet; thence continue Southeasterly along said line a distance of 192.60 feet; thence South 52°55'52" West a distance of 424.46 feet to the Point of Beginning.

Parcel II:

A tract of land located in the SE 1/4 of the SW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama and being more particularly described as follows:
Begin at SE corner of Lot 719, Carrington Lakes, Sector 7 as recorded in Map Book 2006, Page 41, in the Office of the



Judge of Probate of St. Clair County, Alabama, said point being the Point of Beginning; thence South 05°55'50" West, a distance of 201.49 feet; thence South 06°52'46" East, a distance of 96.09 feet; thence South 23°57'35" East, a distance of 50.00 feet; thence South 38°37'24" East, a distance of 105.66 feet; thence South 34°09'31" East, a distance of 125.02 feet; thence South 62°49'36" West, a distance of 250.00 feet to the point of a curve to the left, said curve having a radius of 275.00 feet, a central angle of 7°56'48" and being subtended by a chord which bears North 31°08'48" West, a distance of 38.11 feet; thence in a Northwesterly direction along the arc of said curve, 38.14 feet; thence South 54°52'48" West, a distance of 232.40 feet; thence North 29°18'26" West, a distance of 96.04 feet; thence North 32°04'56" West, a distance of 138.67 feet; thence North 40°56'53" West, a distance of 188.58 feet; thence North 00°53'50" East, a distance of 154.25 feet; thence North 01°26'10" East, a distance of 24.64 feet; thence North 54°09'33" East, a distance of 340.87 feet; thence South 87°58'22" East, a distance of 50.00 feet; thence North 02°01'38" East, a distance of 25.78 feet to the point of a curve to the right, said curve having a radius of 1475.00 feet, a central angle of 0°9'54" and being subtended by a chord which bears North 2°6'35" East, a distance of 4.24 feet; thence in a Northeasterly direction along the arc of said curve; 4.24 feet; thence South 87°48'29" East, a distance of 199.08 feet to the Point of Beginning.

NOTE: Said Parcels I & II above are one and the same as the recorded map of Carrington Lakes, Sector 8, as recorded in Map Book 2007, Page 31, in the Probate Office of St. Clair County, Alabama, Pell City Division.

Less and except:


Lots 800, 801, 802, 803, 806, 807, 808, 809, 812, 813, 814, 820, 821, 823, 827, 828, 831, 832, 838 and 839, according to the Survey of Carrington Lakes, Sector 8, as recorded in Map Book 2007 Page 31, in the Probate office of St. Clair County, Alabama, Pell City Division.

INFORMATION NOTE: The lots reflected on the recorded map of Carrington Lakes, Sector 8, as recorded in Map Book 2007, page 31, include the following:

Lots 804, 805, 810, 811, 815, 816, 817, 818, 822, 824, 825, 826, 829, 830, 833, 834, 835, 836, 837, 840, 841, 842, 843, 844, 845, 846, 847, 848 and 849.

TRACT 3;

Commence at the SW corner of Section 15, Township 16 South, Range 1 East, St Clair County, Alabama; thence North 68°38'59" East, a distance of 1,683.87 feet to the Point of Beginning; thence North 54°09'33" East, a distance of 340.87 feet; thence South 87°58'22" East, a distance of 50.00 feet; thence North 02°01'38" East, a distance of 25.78 feet to a point of curve to the right having a radius of 1,475.00 feet and a central angle of 02°20'54", said curve subtended by a chord bearing North 03°12'05" East and a chord distance of 60.45 feet; thence Northerly along the arc of said curve a distance of 60.45 feet; thence North 04°22'32" East, a distance of 148.79 feet; thence South 85°37'28" East, a distance of 200.00 feet; thence North 04°22'32" East, a distance of 92.57 feet; thence North 59°49'37" East, a distance of 305.54 feet; thence North 80°07'13" West, a distance of 23.46 feet; thence North 50°28'18" East, a distance of 390.66 feet; thence North 34°25'13" East, a distance of 253.26 feet; thence North 48°40'26" West, a distance of 469.68 feet; thence South 57°11'37" West, a distance of 169.83 feet; thence North 08°39'26" East, a distance of 129.46 feet; thence North 20°48'07" West, a distance of 398.42 feet; thence North 72°51'29" West, a distance of 152.99 feet; thence North 38°04'47" West, a distance of 20.58 feet; thence South 60°00'55" West, a distance of 71.30 feet; thence South 25°26'35" West, a distance of 507.50 feet; thence South 39°09'43" West, a distance of 50.00 feet; thence South 50°50'17" East, a distance of 31.42 feet to a point of curve to the right having a radius of 275.00 feet and a central angle of 14°38'24", said curve subtended by a chord bearing South 43°31'05" East and a chord distance of 70.08 feet; thence Southeasterly along the arc of said curve a distance of 70.27 feet; thence South 18°43'12" West, a distance of 234.59 feet; thence South 35°32'45" West, a distance of 467.81 feet; thence South 85°37'28" East, a distance of 66.57 feet; thence South 33°08'37" West, a distance of 249.85 feet; thence South 17°22'40" West, a distance of 183.94 feet; thence South 18°39'02" East, a distance of 218.64 feet; thence South 68°32'57" East, a distance of 133.35 feet; thence South 48°38'25" East, a distance


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of 79.38 feet to the Point of Beginning.

Said legal description being further and more particularly described as:

Lots 701 through 717, Lots 720, 721, 722, 724 through 739 and Lots 497 and 498, according to the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 41, in the Probate Office of St. Clair County, Alabama, Pell City Division.

Less and except there from the above described, the following:

Lots 702, 706, 709, 710, 711, 712, 714, 715, 720, 735, 736, according to the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 43, in the Probate Office of St. Clair County, Alabama, Pell City Division.

NOTE: The legal description above may also be described as:

Lots 701, 703, 704, 705, 707, 708, 713, 716, 717, 721, 722, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 737, 738 and 739, according to the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 41, in the Probate Office of St. Clair County, Alabama.

ALSO, Lot 723A, according to a Resurvey of Lot 723, Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 63, in the Probate Office of St. Clair County, Alabama, Pell City Division.

TRACT 4:

Parcel I:


A parcel of land situated in the W 1/2 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the NW Corner of the SW 1/4 of the SW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, said point being the point of beginning; thence N 00°07'11" E, a distance of 58.29 feet; thence N 47°42'53" E, a distance of 831.88 feet; thence N 39°53'12" E, a distance of 615.54 feet; thence N 57°36'48" E a distance of 201.71 feet to the point of curve of a non-tangent curve to the left, having a central angle of 10°22'20" of and a radius of 525.00 feet, said curve subtended by a chord bearing S 37°34'22" E and a chord distance of 94.91 feet; thence Southeasterly along the arc of said curve a distance of 95.04 feet; thence N 47°14'28" E a distance of 196.74 feet; thence S 50°50'17" E, a distance of 400.07 feet; thence S 19°01'57" W, a distance of 213.01 feet; thence S 50°50'17" E, a distance of 185.73 feet to a point of curve to the right having a radius of 325.00 feet and a central angle of 14°38'24", said curve subtended by a chord bearing S 43°33'105" E and a chord distance of 82.82 feet; thence Southeasterly along the arc of said curve a distance of 83.04 feet; thence S 53°48'06" W, a distance of 50.00 feet; thence S 18°43'12" W, a distance of 123.87 feet; thence N 50°50'17" W, a distance of 180.82 feet; thence N 45°07'15" W, a distance of 50.19 feet; thence North 50°50'17" W, a distance of 250.02 feet; thence N 42°58'37" W, a distance of 50.39 feet; thence N 50°06'48" W, a distance of 125.00 feet; thence S 39°53'12" W, a distance of 642.69 feet; thence S 47°42'53" W, a distance of 663.97 feet; thence S 10°26'03" W, a distance of 98.19 feet; thence S 26°06'52" W, a distance of 54.75 feet; thence S 02°43'54" W, a distance of 125.00 feet; thence continue southerly along said line, a distance of 125.00 feet; thence S 12°09'24" W, a distance of 50.68 feet; thence S 00°32'11" E, a distance of 125.20 feet; thence N 87°16'06" W, a distance of 104.46 feet; thence S 00°07'11" W, a distance of 13.94 feet; thence N 89°52'49" W, a distance of 175.00 feet; thence N 00°07'11" E a distance of 615.65 feet to the point of beginning.

PARCEL II:

A parcel of land situated in the W 1/2 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the NW corner of the SW 1/4 of the SW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence N 00°07'11" E, a distance of 58.29 feet; thence N 47°42'53" E, a distance of 831.88 feet; thence


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N 39°53'12" E, a distance of 615.54 feet; thence N 57°36'48" E a distance, of 201.71 feet; thence S 37°34'22" E, a distance of 94.91 feet; thence N 47°14'28" E, a distance of 196.74 feet to the point of beginning; thence N 63°33'45" E, a distance of 135.02 feet; thence N 39°17'44" E, a distance of 230.01 feet; thence S 53°11'18" E, a distance of 211.39 feet; thence S 19°01'57" W, a distance of 385.16 feet; thence N 50°50'17" W, a distance of 400.07 feet to the point of beginning.

Parcels I & II above being further and more particularly described as follows:

Lots 456 through 496 and Lots 499 through 506, according to the Survey of Carrington Lakes, Sector 3, Phase 1, as recorded in Map Book 2005, page 50, in the Probate Office of St. Clair County, Alabama.

ALSO:

Lots 497 and 498, according to the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, page 41, in the Probate Office of St. Clair County, Alabama.

Less and except from Parcels I & II above the following:

Lots 462, 463, 469, 470, 471, 472, 473, 475, 476, 477, 479, 480, 481, 482, 593, 484, 485, 486, 487, 488, 489, 490, 491 and 493, according to the Survey of Carrington Lakes, Sector 3, Phase 1, as recorded in Map Book 2005, Page 50, in the Probate Office of St. Clair County, Alabama.

NOTE: Subject property as fully set out above is also described as follows:

Lots 456, 457, 458, 459, 460, 461, 464, 465, 466, 467, 468, 474, 478, 492, 494, 495, 496, 499, 500, 501, 502, 503, 504, 505 and 506, according to the Survey of Carrington Lakes, Sector 3, Phase 1, as recorded in Map Book 2005, Page 50, in the Probate Office of St. Clair County, Alabama,

Lot 497 and 498, according to the Survey of Carrington Lakes, Sector 7, as recorded in Map Book 2006, Page 41, in the Probate Office of St. Clair County, Alabama.

TRACT 5:

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29°30'19" West, a distance of 50.59 feet to the Point of Beginning; thence North 33°44'28" East a distance of 243.56 feet; thence North 32°55'51" East, a distance of 446.83 feet; thence North 21°13'49" East, a distance of 111.74 feet; thence North 30°49'06" East a distance of 110.00 feet; thence North 27°32'06" East, a distance of 547.02 feet; thence North 26°21'35" East a distance of 550.33 feet; thence North 01°19'35" East, a distance of 329.31 feet; thence North 24°52'17" East a distance of 392.77 feet; thence North 89°29'37" East, a distance of 510.21 feet; thence South 14°53'56" West, a distance of 1,031.13 feet; thence South 29°53'11" West, a distance of 1,825.07 feet; thence South 73°36'39" West, a distance of 150.07 feet; thence South 66°29'21" West, a distance of 108.30 feet; thence North 51°10'13" West, a distance of 75.50 feet; thence continue Northwesterly along said line, a distance of 50.00 feet to the point of curve of a non-tangent curve to the left having a central angle of 10°40'34" of and a radius of 325.00 feet; said curve subtended by a chord bearing South 33°29'30" West and a chord distance of 60.47 feet; thence Southwesterly along the arc of said curve a distance of 60.56 feet; thence North 65°22'28" West, a distance of 205.97 feet; thence North 33°44'28" East, a distance of 130.01 feet to the Point of Beginning.


Said description being further and more particularly described as Lots 539 through 580 according to the recorded map of Carrington Lakes, Sector 6 as recorded in Map Book 2005, Page 49 Judge of Probate of St. Clair County, Alabama.

Less and except the following:

Lots 540, 541, 542, 545, 547, 550, 554, 556, 557, 562, 567, 569, 575, 577, 578, 579, Carrington Lakes, Sector 6, as recorded in Map Book 2005, Page 49, Judge of Probate, St. Clair County, Alabama.

NOTE: The legal description as fully described hereinabove may also be referred to as follows:

Lots 539, 543, 544, 546, 548, 549, 551, 552, 553, 555, 558, 559, 560, 561, 563, 564, 565, 566, 568, 570, 571, 572,


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573,574,576 and 580, Carrington Lakes, Sector 6, as recorded in Map Book 2005, Page 49, Judge of Probate, St Clair County, Alabama.

TRACT 6:

A parcel of land situated in Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, Pell City Division, being more particularly described as follows:

Commence at the NE corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama; thence South 29°46'00" West, a distance of 1,622.20 feet to the Point of Beginning; thence South 34°52'48" West, a distance of 298.10 feet; thence South 17°13'03" West a distance of 302.56 feet; thence South 08°38'08" West, a distance of 229.55 feet; thence South 26°54'52" West, a distance of 203.37 feet; thence South 17°13'03" West, a distance of 104.36 feet to the point of curve of a non-tangent curve to the left, having a 01°41'06" of and a radius of 225.00 feet, said curve subtended by a chord bearing South 89°34'53" East and a chord distance of 6.62 feet; thence Easterly along the arc of said curve a distance of 6.62 feet; thence South 00°25'25" East, a distance of 50.00 feet to the point of curve of a non-tangent curve to the right, having a 07°06'40" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 86°52'05" West and a chord distance of 34.11 feet; thence Westerly along the arc of said curve a distance of 34.13 feet; thence South 06°41'15" West, a distance of 203.68 feet; thence South 89°34'35" West, a distance of 63.54 feet; thence South 02°02'09" East, a distance of 842.59 feet; thence North 59°19'35" West, a distance of 385.08 feet; thence South 30°40'25" West, a distance of 362.03 feet; thence North 59°19'35" West, a distance of 50.00 feet; thence North 30°40'25" East, a distance of 297.85 feet; thence North 25°04'05" West a distance of 225.62 feet; thence North 05°22'09" East in a distance of 361.63 feet; thence North 09°36'18" East, a distance of 873.58 feet; thence North 42°02'49" East, a distance of 327.67 feet; thence North 17°19'39" East, a distance of 333.74 feet; thence North 82°56'17" West, a distance of 138.95 feet; thence North 63°04'07" West, a distance of 166.36 feet; thence North 42°34'26" West, a distance of 168.46 feet; thence North 56°33'24" East, a distance of 202.72 feet to the point of curve of a non-tangent curve to the right having a 05°01'31" of and a radius of 275.00 feet, said curve subtended by a chord bearing North 30°55'51" West and a chord distance of 24.11 feet; thence Northwesterly along the arc of said curve a distance of 24.12 feet; thence North 61°34'55" East, a distance of 249.82 feet; thence North 85°32'20" East, a distance of 414.28 feet; thence South 14°04'34" East, a distance of 275.00 feet to the point of curve of a non-tangent curve to the right, having a 05°54'58" of and a radius of 275.00 feet, said curve subtended by a chord bearing South 78°52'55" West and a chord distance of 28.38 feet; thence Westerly along the arc of said curve a distance of 28.40 feet; thence South 17°23'38" East, a distance of 259.55 feet to the Point of Beginning.

Said parcel being further and more particularly described as follows:


Lots 901 through 973, according to the Survey of Carrington Lakes, Sector 9, as recorded in Map Book 2007, Page 22, in the Probate Office of St. Clair County, Alabama, Pell City Division.

LESS AND EXCEPT:

Lots 902, 903, 904, 908, 909, 910, 915, 916, 919, 920, 921, 922, 923, 928 and 929, according to the Survey of Carrington Lakes, Sector 9, as recorded in Map Book 2007, Page 22, in the Probate Office of St. Clair County, Alabama, Pell City Division.

TRACT 7:

Commence at the NW corner of the SW 1/4 of the SW 1/4 Section 15, Township 16 South, Range 1 East; thence South 00°07'11" West, a distance of 315.65 feet; thence North 85°53'57" East, a distance of 186.74 feet; thence South 87°16'06" East, a distance of 108.06 feet to the Point of Beginning; thence continue Easterly along said line, a distance of 134.83 feet; thence North 70°13'24" East, a distance of 95.70 feet; thence North 47°42'53" East, a distance of 718.22 feet; thence North 39°53'12" East, a distance of 658.54 feet; thence South 50°50'17" East, a distance of 125.01 feet; thence South 45°07'15" East, a distance of 50.19 feet; thence South 50°50'17" East, a distance of 180.82 feet; thence South 18°43'12" West, a distance of 110.72 feet; thence South 35°32'45" West, a distance of 537.32 feet; thence South 73°28'10" West, a distance of 96.85 feet; thence South 49°11'58" West, a distance of 819.21 feet; thence North 87°16'06" West, a distance of 406.11 feet; thence North 00°32'11" West, a distance of 125.20 feet; thence North


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12°09'24" East, a distance of 50.68 feet; thence North 02°43'54" East, a distance of 125.00 feet to the Point of Beginning.

Said tract being further and more particularly described as follows:

Lot 507 through 538, according to the Survey of Carrington Lakes, Sector 3, Phase 2, as recorded in Map Book 2005, Page 56, in the Probate Office of St. Clair County, Alabama.

LESS AND EXCEPT:

Lot 511, 520, 521, 522, 523, 524, 525, 526, 527, 528 and 529, according to the Survey of Carrington Lakes, Sector 3, Phase 2, as recorded in Map Book 2005, Page 56, in the Probate Office of St. Clair County, Alabama.
All being situated in St. Clair County, Alabama, Pell City Division.

TRACT 8:

The land referred to in the Commitment is described as follows:

Lots 173, 174, 175, 176, 177, 178, 179, 182, 183, 184, 188, 189, 191, 200, 202, 211, 228, 231, 240, 254, 263, 282 and 283 according to the Survey of Carrington Lakes Sector 4, as recorded in Map Book 2004, Page 50, in the Probate Office of St. Clair County, Alabama, Pell City.

TRACT 9:

PARCELS:


Three tracts of land situated in Section 15 and the East 1/2 of Section 16 and the NE 1/4 of the NW 1/4 of Section 22, all in Township 16 South, Range 1 East, St. Clair and Jefferson Counties, more particularly described as follows:

Tract 9-1:

Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 16, Township 16 South, Range 1 East, Jefferson County, Alabama, said point being the point of beginning; thence North 89°24'49" West, a distance of 660.73 feet; thence North 00°00'02" East, a distance of 1,321.86 feet; thence South 89°18'37" East, a distance of 661.66 feet; thence continue Easterly along said line, a distance of 1,085.43 feet; thence South 39°43'05" West, a distance of 1,699.94 feet to the point of beginning.

Tract 9-2

Commence at the NE corner of the NE 1/4 of the NW 1/4 of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, said point being the Point of Beginning; thence North 89°48'42" West, a distance of 500.09 feet; thence South 32°53'08" West, a distance of 650.59 feet; thence South 40°10'19" West, a distance of 776.07 feet; thence South 38°42'56" West, a distance of 326.80 feet; thence South 30°41'46" West, a distance of 89.93 feet; thence North 60°32'51" West, a distance of 277.19 feet; thence South 29°57'14" West, a distance of 1,226.96 feet to the Northerly right of way of Carrington Lake Parkway to the point of curve of a nontangent curve to the left, having a central angle of 36°50'39" and a radius of 375.00 feet; said curve subtended by a chord bearing South 78°28'06" East and a chord distance of 237.01 feet; thence Easterly along the arc of said curve and along said right of way a distance of 241.14 feet; thence North 83°06'35" East along said right of way, a distance of 101.41 feet to a point of curve to the left having a radius of 225.00 feet and a central angle of 24°33'54", said curve subtended by a chord bearing North 70°49'38" East and a chord distance of 95.73 feet; thence Easterly along the arc of said curve and along said right of way a distance of 96.47 feet; thence North 58°32'42" East, along said right of way, a distance of 62.45 feet to a point of curve to the right having a radius of 275.00 feet and a central angle of 24°37'47" said curve subtended by a chord bearing North 70°51'35" East and a chord distance of 117.31 feet; thence Easterly along the arc of said curve and along said right of way a distance of 118.21 feet; thence North 83°10'29" East along said right of way, a distance of 79.14 feet to a point of curve to the right having a radius of 175.00 feet and a central angle of 29°55'37", said curve subtended by a chord bearing South 81°51'42" East and a chord distance of 90.37 feet; thence Easterly along the arc of said curve and along said right of way a distance of 91.41 feet to a point of reverse curve having a radius of 25.00 feet and a central angle of 66°24'47", said curve subtended by a chord bearing North 79°53'42" East and a chord distance of 27.38 feet; thence Easterly along the arc of said curve and along said right of way, a distance of 28.98 feet; thence North 15°07'07" West and leaving said right


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of way, a distance of 155.03 feet; thence North 55°16'07" East, a distance of 137.55 feet; thence North 34°17'23" East, a distance of 109.30 feet; thence North 25°40'28" East, a distance of 307.93 feet; thence North 35°00'35" East, a distance of 80.80 feet; thence North 43°36'59" East, a distance of 79.23 feet; thence North 52°50'28" East, a distance of 78.06 feet; thence North 61°59'55" East, a distance of 78.09 feet; thence North 71°07'40" East, a distance of 253.04 feet; thence North 71°05'17" East, a distance of 35.13 feet; thence North 28°19'11" East, a distance of 1,080.00 feet; thence North 35°16'29" East, a distance of 173.33 feet; thence North 50°45'29" East, a distance of 257.34 feet; thence South 65°22'28" East, a distance of 190.19 feet; thence North 26°23'23" East, a distance of 20.01 feet; thence North 65°22'28" West, a distance of 205.97 feet; thence North 33°44'28" East, a distance of 183.92 feet; thence South 81°50'26" West, a distance of 5.02 feet to the Point of Beginning.

NQTE: Tract 2 hereinabove is intended to describe the common area and the Resident's Clubhouse for Carrington Lakes as reflected on various recorded maps of Carrington Lakes.

Tract 9-3:

Commence at the SW corner of Section 15, Township 16 South, Range 1 East, St. Clair County, Alabama, said point being the Point of Beginning; thence North 00°07'12" East, a distance of 702.60 feet; thence South 89°52'49" East, a distance of 175.00 feet; thence North 00°07'11" East, a distance of 13.94 feet; thence South 87°16'07" East, a distance of 104.46 feet; thence North 00°32'11" West, a distance of 175.29 feet; thence South 87°16'07" East, a distance of 11.15 feet; thence North 02°43'53" East, a distance of 125.00 feet; thence South 87°16'07" East, a distance of 134.83 feet; thence North 70°13'23" East, a distance of 95.70 feet; thence North 47°42'53" East, a distance of 718.06 feet; thence North 39°53'17" East, a distance of 778.71 feet; thence South 50°50'18" East, a distance of 55.76 feet; thence North 39°09'52" East, a distance of 50.00 feet; thence North 19°01'57" East, a distance of 598.18 feet; thence North 05°34'02" East, a distance of 116.96 feet; thence North 28°51'30" East, a distance of 302.91 feet; thence North 33°36'51" East, a distance of 7.51 feet; thence South 00°45'05" West, a distance of 446.90 feet; thence South 00°42'10" West, a distance of 2,640.59 feet; thence South 00°24'38" East a distance of 663.69 feet; thence North 89°40'13" West, a distance of 650.38 feet; thence North 00°14'01" West, a distance of 664.22 feet; thence North 89°27'16" West, a distance of 1,296.67 feet to the point of beginning.

PARCEL II:

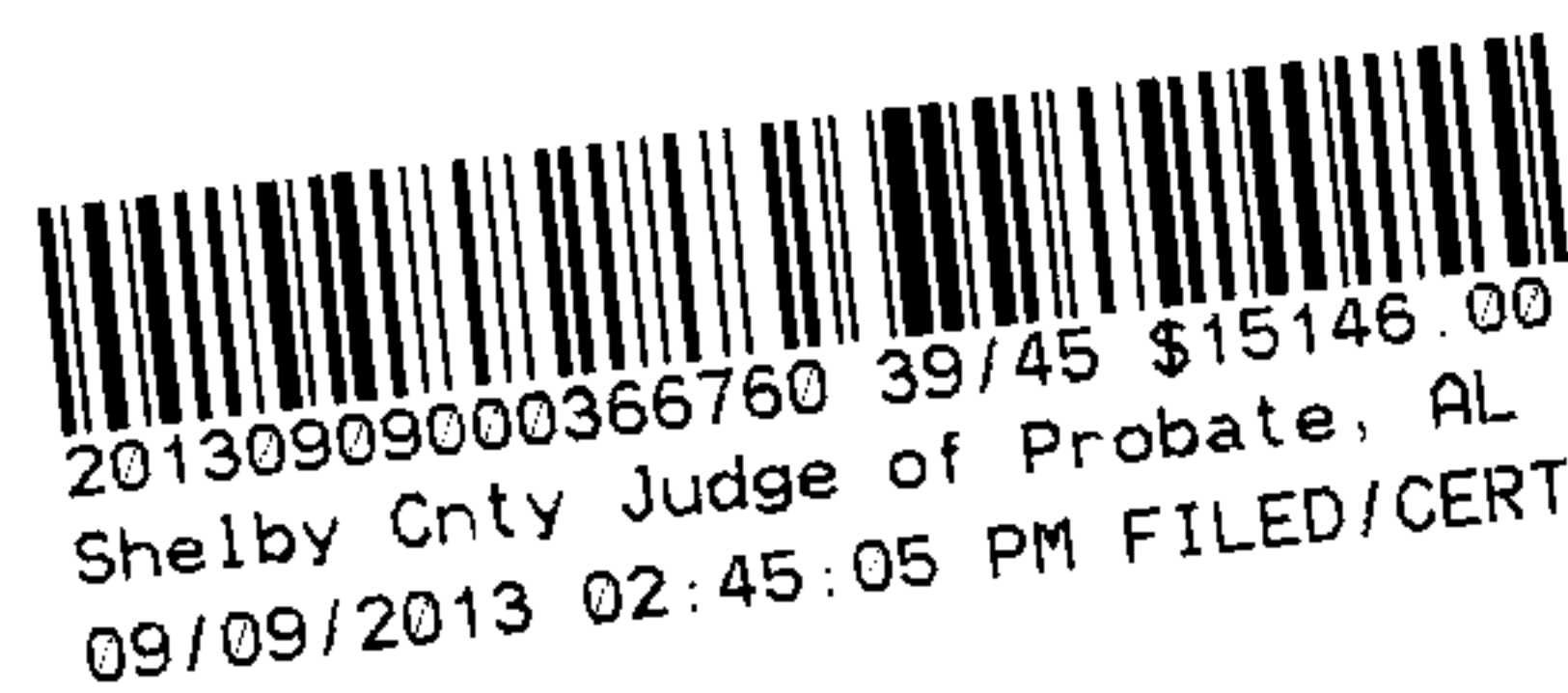
The SW 1/4 of the SW 1/4 of Section 11, Township 16 South, Range 1 East, less and except 12 acres, more or less, in the East half of the SW 1/4 of the SW 1/4 and being a part of Hidden Lake Estates as recorded in Map Book 2, Page 65, in St. Clair County, Alabama, Ashville Division.

The East half of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 11, Township 16 South, Range 1 East, less and except 112 acres, more or less, in above described property being a part of Hidden Lake Estates, as recorded in Map Book 2, Page 65, in St Clair County, Alabama, Ashville Division.

The NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4, of Section 11, Township 16 South, Range 1 East, less and except 5 acres, more or less, in the East half of the NW 1/4 of the SW 1/4 of Section 11, Township 16 South, Range 1 East, and also less and except all that conveyed by deed recorded in Instrument No. N9905577 N deed, St. Clair County, Ashville Division, being more particularly described as follows; The West 1/2 of the West 1/2 of NW 1/4 of SW 1/4 and the SW 1/4 of the SW 1/4 of the NW 1/4, all lying in Section 11, Township 16 South, Range 1 East.

The East half of the SE 1/4 of Section 10, Township 16 South, Range 1 East, less and except all that conveyed by deed recorded in Instrument No. N9905577 N deed, St. Clair County, Ashville Division, described as follows: The NW diagonal half of the SE 1/4 of SE 1/4 and the SE diagonal half of the NE 1/4 of SE 1/4 of Section 10, Township 16 South, Range 1 East.

The surface right of the NE 1/4 of the NE 1/4 except 10 acres, more or less, in the NW corner of the above described



land in Section 15, Township 16 South, Range 1 East, situated in St. Clair County, Alabama, Ashville Division,

ALSO, a part of the NE 1/4 of the NE 1/4, Section 15, Township 16 South, Range 1 East, more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 of the NE 1/4 running South 110 feet thence East 660 feet; thence North 110 feet; thence West 660 feet back to the point of beginning.
All located in St. Clair County, Alabama.

PARCEL III:

All that portion of the East 1/2 of the SE 1/4 of NW 1/4 and the West 1/2 of the NE 1/4 of Section 15, Township 16 South, Range 1 East, lying west of Carrington Lakes Sector 5, recorded in Map Book 2005, page 44 and East of Carrington Lakes, Sector 4, recorded in Map Book 2004, Page 50 in the Probate Office of St. Clair County, Alabama, Ashville Division.

NOTE: PARCELS I, II AND III HEREINABOVE ENCOMPASS VARIOUS UNDEVELOPED ACREAGE PARCELS IN AND AROUND THE CARRINGTON LAKES DEVELOPMENT AREA. SAID PARCELS ARE INTENDED TO INCLUDE THE COMMON AREA AND THE RESIDENTS CLUBHOUSE AS REFLECTED ON VARIOUS RECORDED MAPS AS REFERENCED HEREINBELOW.

LESS AND EXCEPT FROM THE HEREINABOVE PARCELS I, II AND III THE FOLLOWING:

All lots located within the proposed Survey of Carrington Lakes Sector 3 Phase 2.

The Survey of Hidden Lakes Estates, as recorded in Map Book 2, page 65, in the Probate Office of St. Clair County, Alabama.

ALSO LESS AND EXCEPT any portion of subject property lying West of and along Hidden Lake Estates and East of the top or crest of the ridge.

Any portion of the hereinabove described parcels located within the following recorded subdivisions, more particularly described as follows:

All lots located within the Survey of Lots 31, 32 and 33 of Carrington Lakes, Sector 1, Phase 1, as recorded in Map Book 2002, Page 1, (Map Slide A-61-2), in the Probate Office of St. Clair County, Alabama. All lots located within the Survey of Carrington Lakes, Sector 2, Phase 1, as recorded in Map Book 2002, Page 43 (Map Slide A-62-7 (1-3), in the Probate Office of St. Clair County, Alabama and filed in Map Book 208, Pages 43A & 43B, in the Probate Office of Jefferson County, Alabama.

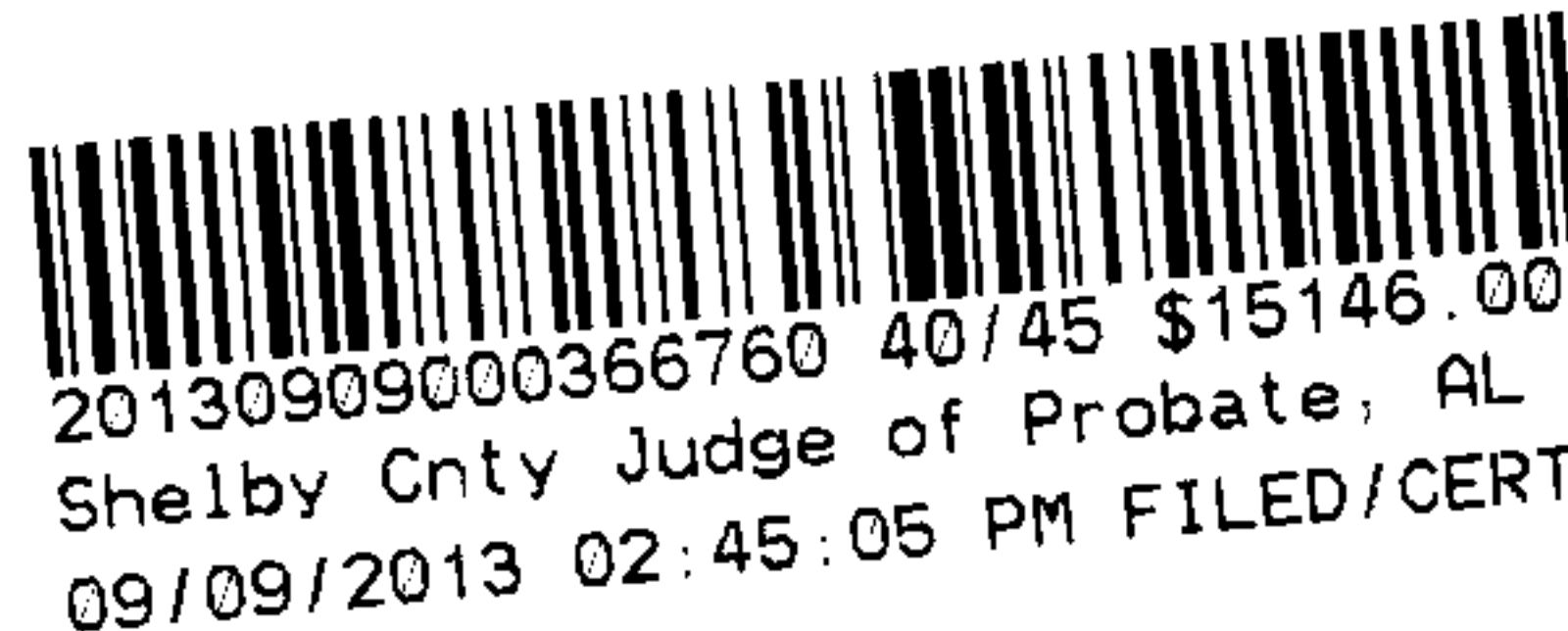
All lots located within the Survey of Carrington Lakes, Sector 2, Phase 2, as recorded in Map Book 2003, page 47 (Map Slide A-66-3), in the Probate Office of St. Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 4, as recorded in Map Book 2004, page 50, in the Probate Office of St. Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 5, as recorded in Map Book 2005, page 44, in the Probate Office of St. Clair County, Alabama.

All Lots located within the Resurvey of Lots 345-347 & 349-357, Carrington Lakes Sector 5, as recorded in Map Book 2006, Page 28, in the Probate Office of St. Clair County, Alabama, Pell City Division.

All Lots located within the Survey of Carrington Lakes Sector 5 Resurvey Number Two, being a Resurvey of Lots 375, 376, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392 and 393, Carrington Lakes Sector 5, as recorded in Map



Book 2007, Page 55, in the Probate Office of St. Clair County, Alabama, Pell City Division.

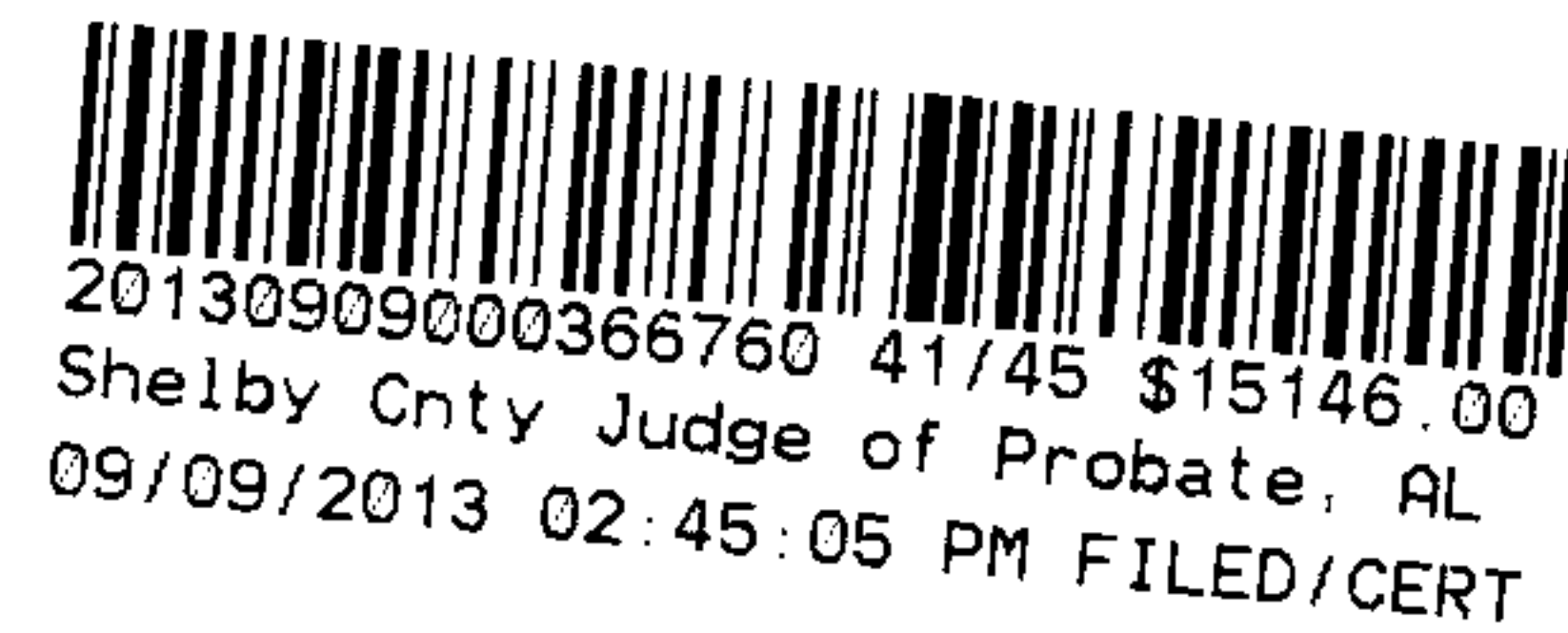
All lots located within the Survey of Carrington Lakes, Sector 6 as recorded in Map Book 2005, Page 49 in the Probate Office of St. Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 3, Phase 1, as recorded in Map Book 2005, page 50, in the Probate Office of St. Clair County, Alabama.

All lots located within Survey of Carrington Lakes, Sector 3, Phase 2, recorded in Map Book 2005, page 56, in the Probate Office of St. Clair County, Alabama.

All lots located within the Survey of Carrington Lakes, Sector 9, as recorded in Map Book 2007, page 22, in the Probate Office of St. Clair County, Alabama.

NOTE: See Requirements 2.



"Caufield Park"

Parcel 1:

Lots 200-209 and 232-249, according to the Survey of Caufield Park Sector II, as recorded in Map Book 225, Page 26, in the Probate Office of Jefferson County, Alabama.

Parcel 2:

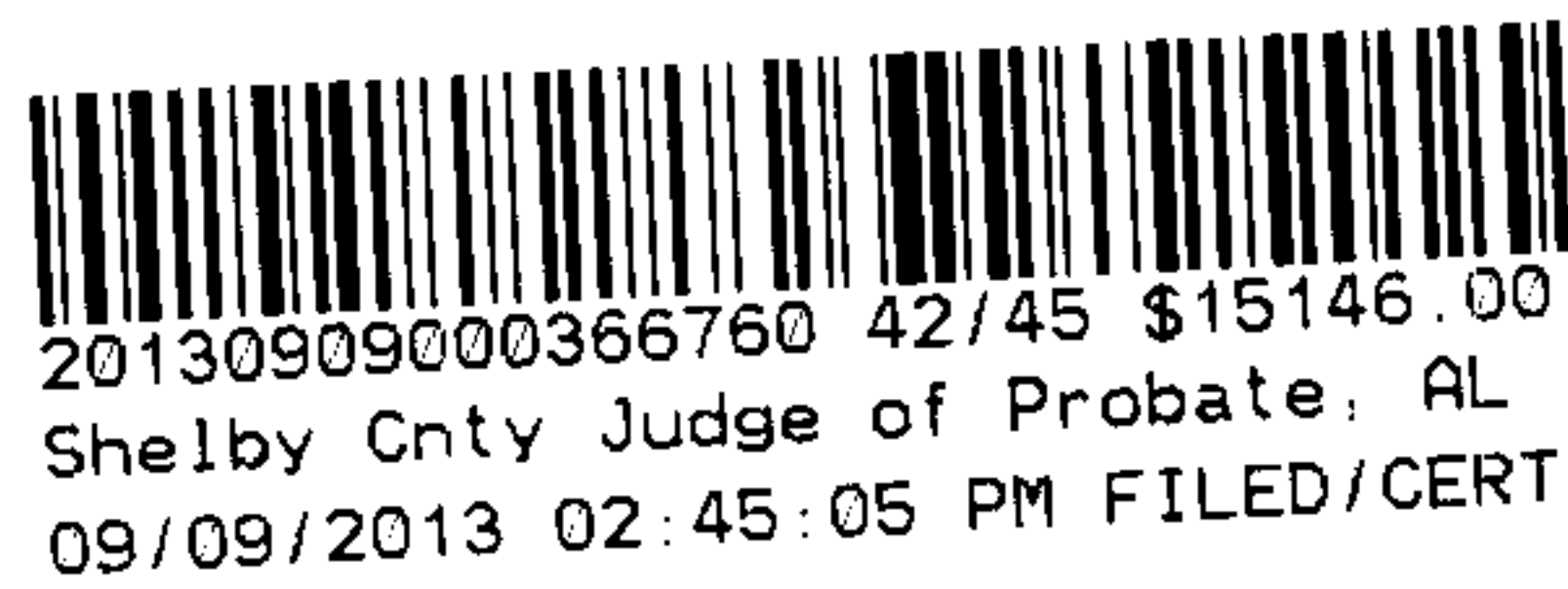
Lots 112-120, according to the Survey of Caufield Park Sector I, as recorded in Map Book 223, Page 85, in the Probate Office of Jefferson County, Alabama.

Parcel 3:

Lots 109, 110 and 111, according to the Survey of Caufield Park Sector I, as recorded in Map Book 223, Page 85, in the Probate Office of Jefferson County, Alabama.

Parcel 4:

Lots 100, 101, 102, 103, 104, 105, 106, 107 & 108, according to the Survey of Caufield Park Sector I, as recorded in Map Book 223, Page 85, in the Probate Office of Jefferson County, Alabama.



"Heritage Trace"

A part of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and East $\frac{1}{2}$ of Northwest $\frac{1}{4}$ of Section 11, Township 22 South, Range 3 West, being more particularly described as follows:

Beginning at the Northeast corner of Section 11, Township 22 South, Range 3 West, Shelby County, Alabama, and run thence South 00 degrees 01 minutes 35 seconds West along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section a distance of 913.89 feet to a found capped rebar corner; thence run South 79 degrees 39 minutes 59 seconds West a distance of 1,327.75 feet to a found capped rebar corner; thence run South 62 degrees 38 minutes 45 seconds West a distance of 254.66 feet to a set rebar corner; thence run South 65 degrees 08 minutes 18 seconds West a distance of 106.17 feet to a set rebar corner; thence run South 65 degrees 08 minutes 17 seconds West a distance of 163.29 feet to a set rebar corner; thence run South 69 degrees 36 minutes 37 seconds West a distance of 259.20 feet to a found capped rebar corner; thence run North 57 degrees 56 minutes 45 seconds West a distance of 922.84 feet to a found capped rebar corner; thence run North 67 degrees 27 minutes 08 seconds West a distance of 257.18 feet to a found capped rebar corner on the Easterly margin of Alex Mill Road, a chert surfaced public road in a curve to the left having a central angle of 10 degrees 46 minutes 43 seconds and a radius of 400.05 feet; thence run Northerly along the arc of said road an arc distance of 75.26 feet to the P. O. R. C. of a curve to the right having a central angle of 10 degrees 35 minutes 42 seconds and a radius of 780.00 feet; thence run Northerly along the arc of said curve an arc distance of 144.24 feet to the P. T. of said curves; thence run North 09 degrees 59 minutes 25 seconds East along the same said Easterly margin of same said Alex Mill Road a distance of 421.12 feet to the intersection of the Easterly right of way of Alex Mill Road with the Easterly right of way of Alabama Highway No. 119 on a curve to the right having a central angle of 10 degrees 53 minutes 52 seconds and a radius of 1,574.14 feet; thence run Northerly along the arc of said curve an arc distance of 300.16 feet to the P. T. of said curve and a set rebar corner; thence run a tangent distance along said Easterly right of way of said Highway 119 on a bearing of North 06 degrees 03 minutes 05 seconds East a distance of 70.29 feet to a found capped rebar corner; thence run South 88 degrees 18 minutes 10 seconds East a distance of 297.09 feet to a set rebar corner; thence run South 87 degrees 42 minutes 12 seconds East a distance of 2,586.51 feet to the point of beginning, being situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTIES:

Lots 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 112, 113, 114, 115, 116, 117, 118, 119, 120, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, and 187, Common Area A and Common Area B, according to the map of Heritage Trace, Phase I, Sector I, as recorded in Map Book 34, Page 114 in the Probate Office of Shelby County, Alabama.

Lots 79, 80, 81, 82, 83, 109, 110, and 111, according to the survey of Heritage Trace, Phase I, Sector 2, as recorded in Map Book 35, Page 81 in the Probate Office of Shelby County, Alabama.



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Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 62 according to the survey of Heritage Trace, Phase 2 as recorded in Map Book 36, Page 71 in the Probate Office of Shelby County, Alabama.

Lots 167, 168, 169, and 170 according to the survey of Heritage Trace, Phase 3 as recorded in Map Book 39, Page 17 in the Probate Office of Shelby County, Alabama.

Lot 1 according to the map of Alex Mill Farms as recorded in Map Book 35, Page 80 in the Probate Office of Shelby County, Alabama.



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"Stone Mill"

Commencing at the Northeast corner of Section 17, Township 5 South, Range 3 West, Mobile County, Alabama, thence run South 00 degrees 12 minutes 14 seconds East along the East line of said Section 17, a distance of 3,984.24 feet to a point; thence run South 89 degrees 48 minutes 36 seconds West, a distance of 47.06 feet to a point on the West right of way line of Hillcrest Road and the Point of Beginning of the property herein described; thence run South 89 degrees 54 minutes 36 seconds West, a distance of 1,287.28 feet to a point; thence run North 00 degrees 16 minutes 11 seconds West, a distance of 1,259 feet, more or less, to a point on the approximate center line of Halls Mill Creek; thence run Southeastwardly along the approximate center line of Hall Mill Creek a distance of 1,354 feet, more or less, to a point on the West right of way line of Hillcrest Road; thence run South 00 degrees 18 minutes 39 seconds East along said West right of way line, a distance of 766 feet, more or less, to a point; thence run North 89 degrees 48 minutes 00 seconds East along said West right of way line a distance of 24.96 feet to a point; thence run South 00 degrees 32 minutes 47 seconds East along the said West right of way line a distance of 158.09 feet to the Point of Curvature of a curve to the left having a radius of 5,779.58 feet (Chord bearing=South 01 degrees 11 minutes 45 seconds East, Chord distance=184.59 feet) an arc distance of 184.59 feet to the Point of Beginning.

Also being known as Stone Mill Subdivision, according to the plat thereof recorded in Map Book 116, page 86, in the records of the Judge of Probate of Mobile County, Alabama.

Less and except:

Lots 4, 7, 24 and 27, Stone Mill Subdivision, according to the plat thereof recorded in Map Book 116, Page 86, in the records of the Judge of Probate of Mobile County, Alabama.

NOTE: Legal descriptions attached to the Regions Mortgage recorded in Book 2924, page 896 and the Mortgage Foreclosure Deed recorded in Book 6664, page 1365, do not match the legal description contained in the Deed to Stone Mill, L.L.C. recorded in Book 5924, page 892.



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