

This Instrument was prepared by:

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



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Shelby Cnty Judge of Probate, AL
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ASSIGNMENT OF RENTS AND LEASES

THE FOLLOWING meanings are hereby adopted by the undersigned for the following capitalized terms for purposes of this instrument:

- a. "Owner" shall mean William F. Spratlin, Jenny Y. Spratlin, husband and wife and Rock Bridge Lodge, LLC, an Alabama limited liability company.
- b. "Borrower" shall mean Spratlin Holdings, LLC, an Alabama limited liability company
- c. "Lender" shall mean ServisFirst Bank.
- d. "Loan Amount" shall mean Two Hundred Thirty-six Thousand and 00/100 Dollars (\$236,000.00)
- e. "Owner's Notice Address" shall mean Post Office Box 354, Chelsea, Alabama 35043.
- f. "Lender's Notice Address" shall mean 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209.
- g. "State" shall mean the State of Alabama.
1. **BY THIS AGREEMENT**, the Owner, for value received, hereby assigns to the Lender all of the Owner's right, title, privileges and interest which Owner has and may have in the leases, operating agreements, management agreements, concession agreements, licenses, and all similar agreements, and all rents, royalties, issues, profits, security deposits, income and other benefits now existing or hereafter made and affecting the real property and the improvements thereon described in Exhibit A attached hereto and incorporated herein by reference (collectively referred to as the "Property"), together with all extensions, renewals, modifications or replacements of said leases and agreements, and together with any and all guaranties of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. All said leases and all other said agreements described in this Paragraph, together with any and all guarantees, modifications, extensions and renewals thereof are hereinafter collectively and severally referred to as the "Lease", and all said rents, royalties, issues, profits, security deposits, income and other benefits described in this Paragraph are hereinafter collectively and severally referred to as the "Rents and Profits."

Recording Fee 47.00, TOTAL 47.00

Recorded In MISC BK 16 Pg 504, 12/03/2013 08:30:55 AM
Terry Mitchell, Probate Judge, Coosa County, Alabama

2. **OWNER'S PURPOSE** in making this assignment is to induce Lender to make the loan in the Loan Amount to Owner by relinquishing to Lender its rights to collect and enjoy the Rents and Profits at any time accrued or accruing by virtue of the Lease as additional security for the outstanding indebtedness to Lender as evidenced by the Note in favor of Lender (hereinafter called the "Obligation" or "Note") dated this same date in the Loan Amount executed by Owner, and as additional security for the Owner's obligations under the Deed of Trust and Security Agreement, or Deed to Secure Debt and Security Agreement, or Mortgage and Security Agreement, as applicable (referred to as the "Indenture") executed to further secure the Obligation and to furnish security for the performance of Owner's obligations contained herein. The Obligation and other said loan documents and all other documents executed in connection with this loan are referred to as the "Loan Documents".

3. **THE PARTIES INTEND** that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give the Lender the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable on Owner's Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Owner a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Owner in performance of the terms, covenants or provisions of the Obligation, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. **UPON THE OCCURRENCE OF ANY DEFAULT** under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to any and all obligors under the Lease and any guarantor of the Lease to pay all Rents and Profits to Lender without proof of the default relied upon. Owner hereby irrevocably authorizes any and all obligors under the Lease and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Any and all obligors under the Lease and any guarantor shall have no right or duty to inquire whether a default has actually occurred and Owner shall have no claim against any obligor under the Lease or any guarantor for any Rents and Profits paid by such obligor, Lessee or such guarantor to Lender pursuant to Lender's demand or notice.

5. **OWNER WARRANTS:**
 - (a) that no default exists or will exist on the part of Owner under any Lease;
 - (b) that no rent or other payment has been or will be collected under any Lease for more than one (1) month in advance of the date on which it is due under the terms of any Lease;
 - (c) that neither the Lease nor any interest therein has been previously or will be assigned or pledged by Owner;
 - (d) that no concession has been or will be granted to any Lessee in the form of a

waiver, release, reduction, discount or other alteration of rent or other payment due or to become due.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner on the Property.

6. OWNER AGREES:

- (a) if the Lease provides for a security deposit paid by lessee to Owner, this Assignment transfers to the Lender all of Owner's right, title and interest in and to the security deposit, provided that Owner shall have the right to retain said security deposit so long as Owner is not in default under this Assignment or the Loan Documents; and provided further that Lender shall have no obligation to any obligor under the Lease with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit;
- (b) before any Lease is executed on the Property (other than Leases approved in writing as of this date) a copy of the same shall be submitted to Lender for its approval which shall not be unreasonably withheld. Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;
- (c) that the Lease shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Lease, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Lease without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Owner shall require the said obligor under the Lease, in writing, to assume and agree to pay the Obligation in accordance with the terms, covenants and conditions of the Loan Documents; provided, however, that, in no event shall any such transfer or conveyance operate to release or relieve Owner of any liability to Lender unless Lender specifically agrees otherwise in writing;
- (d) Owner shall not terminate the Lease or modify or amend the Lease or any of the terms thereof or grant any concessions in connection therewith or accept a surrender thereof without the prior written consent of Lender;
- (e) Owner shall not collect any Rents and Profits more than one (1) month in advance of the date on which they become due under the terms of the Lease;
- (f) Owner shall not discount any future accruing Rents and Profits;
- (g) Owner shall not consent to assignment of the Lease, or subletting thereunder, whether or not in accordance with its terms without the prior written consent of Lender;
- (h) Owner shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law;
- (i) Owner shall not request, consent to, agree to, or accept a subordination of the Lease to any mortgage or other encumbrance, or any other lease, now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease;

- (j) Owner shall faithfully perform and discharge its obligations under the Lease and shall not default thereunder, and shall give prompt written notice to Lender of any notice of Owner's default received from any obligor under the Lease or any other person and furnish Lender with a complete copy of said notice; Owner shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease; and if requested by Lender, Owner shall enforce the Lease and all remedies available to Owner against any obligor under the Lease in the case of default under the Lease by any obligor under the Lease;
- (k) Owner shall give Lender written notice immediately upon entering into any lease or other agreement respecting any part of the Property, and shall promptly provide to Lender a true and correct copy of the executed lease or other agreement; each such lease or agreement shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Lease" as used herein shall include such lease or agreement;
- (l) The Property shall at all times be managed by Owner (so long as no default exists under any of the Loan Documents) or Owner shall at all times contract to manage the Property through a qualified manager, and Owner shall obtain the Lender's prior written consent to and approval of the said management contract and manager before execution of and employing the same, respectively. The said management contract and all of the management, leasing, or other fees under such management contract shall be subordinate to the lien of the Loan Documents;
- (m) Owner shall deliver to Lender, promptly upon request, a duly executed estoppel certificate from any obligor under the Lease as required by Lender attesting that the Lease is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one (1) month in advance, and that said obligor under the Lease claims no defense or offset against the full and timely performance of its obligations under the Lease; and
- (n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Owner shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and attorneys' fees incurred by Lender; all of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation; and any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

- (a) Lender shall be deemed to be the creditor of any obligor under the Lease in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such obligor (without obligation on the part of the Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein);
- (b) Lender shall have the right to assign Owner's right, title and interest in the Lease to any subsequent holder of the Indenture or any participating interest therein or to any person

acquiring title to all or any part of the Property through foreclosure or otherwise, and any subsequent assignee shall have all the rights and powers herein provided to Lender;

- (c) Lender shall have the right (but not the obligation), upon any failure of Owner to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Owner agrees to pay, on demand, all costs and expenses (including without limitation Lender's attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the After-Maturity Rate set forth in the Obligation;
- (d) upon default by Owner under any Lease, the Lender shall have the right, but not the obligation, to cure the same, upon failure of Owner to cure, and Lender shall have the right to add all costs necessary to cure such defaults, including Lender's attorney's fees, to the Obligation.
- (e) upon any default by Owner under this Assignment or under the Loan Documents, and without notice to or consent of Owner, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender);
 - (i) Lender shall have the right under this Agreement to use and possess, without rental or charge, all personal property of the Owner located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease;
 - (ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender hereunder to Owner's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property;
 - (iii) Lender shall have the right to take possession of the Property, manage and operate the Property and Owner's business thereon, and to take possession of and use all books of account and financial records of Owner and its property managers or representatives relating to the Property;
 - (iv) Lender shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of the Indenture;
 - (v) Lender shall have the right to cancel or alter any existing Lease; and

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- (vi) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with any interest and irrevocable, to sign the name of Owner and to bind Owner on all papers and documents relating to the operation, leasing and maintenance of the Property.

All of the foregoing rights and remedies of Lender are cumulative, and Lender shall also have upon the occurrence of any such default all other rights and remedies provided under the Loan Documents or otherwise available at law or in equity or by statute.

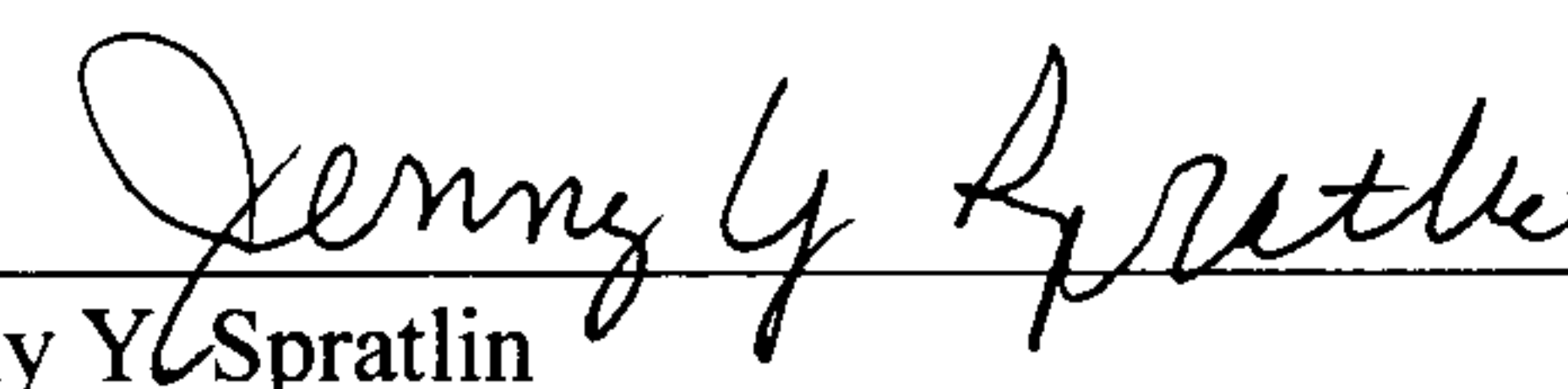
8. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Loan Documents. Failure of the Lender to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.
9. Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor the Lender in accordance with the terms of this Assignment.
10. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation, in the case of Lender, any third parties now or hereafter acquiring any interest in the Obligation or any part thereof, whether by virtue of assignment, participation or otherwise). The words "Owner", "Lender", "obligor under the Lease", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Lease or any guaranty and designated as such and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Lender or any successor designated as such by an instrument recorded in the appropriate office of the county in which the Property is located referring to this Assignment shall be sufficient for all purposes notwithstanding that Lender may have theretofore assigned or participated any interest in the Obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine, or neuter gender, as may fit the case.
11. Any change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Lender.
12. Upon payment to Lender of the full amount of all indebtedness and obligations secured hereby and by the Loan Documents, as evidenced by a recorded satisfaction or release of the Indenture, note, and guarantees, this Assignment shall be void and of no further effect.
13. All notices given hereunder shall be given in the manner set forth in the Indenture.
14. If any provision hereof is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.
15. This Assignment shall be governed by and construed in accordance with the laws of the State.
16. This Assignment shall terminate upon the satisfaction of the Indenture by Lender.

17. After consultation with counsel and recognizing that any dispute hereunder will be commercial in nature and complex, and in order to minimize the costs and time involved in any dispute resolution process, the undersigned knowingly, voluntarily, and intentionally waive any right to a trial by jury with respect to any litigation based upon this transaction or this instrument, or arising out of, under, or in connection with any of the other Loan Documents executed in connection with this transaction, or respecting any course of conduct, course of dealing, statement (whether verbal or written) or action of any party and acknowledge that this provision is a material inducement for entering into this loan transaction by all parties.

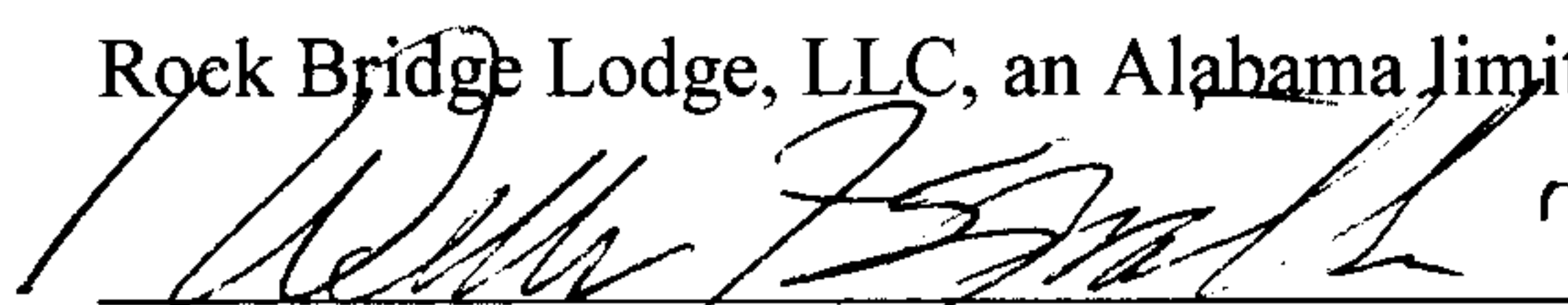
IN WITNESS WHEREOF, this instrument has been executed by the undersigned under seal on this the 26th day of November, 2013.

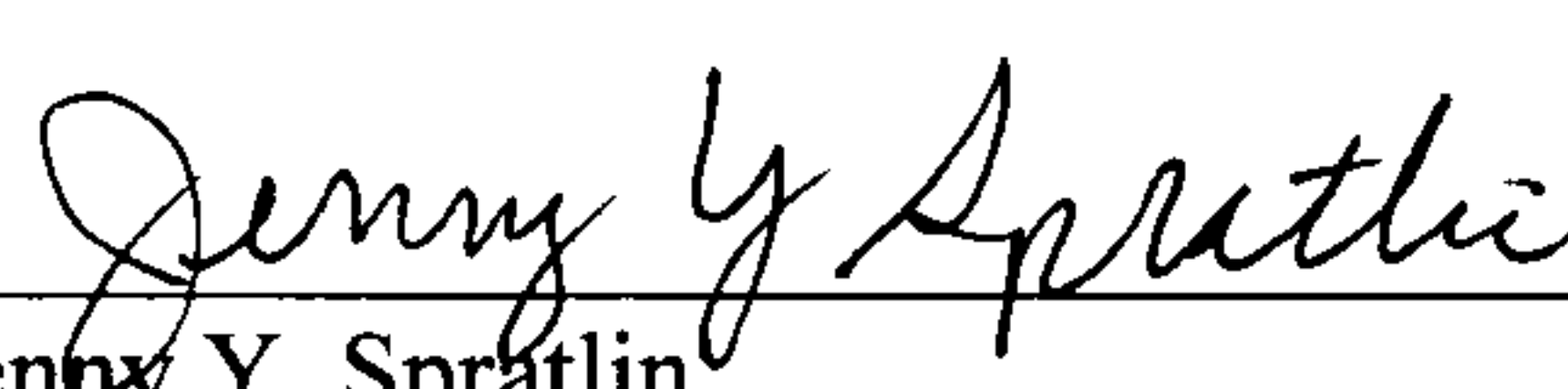
"OWNER:"


William F. Spratlin

✓ 
Jenny Y. Spratlin

Rock Bridge Lodge, LLC, an Alabama limited liability company



By: William F. Spratlin
Its: Member

✓ 
By: Jenny Y. Spratlin
Its: Member

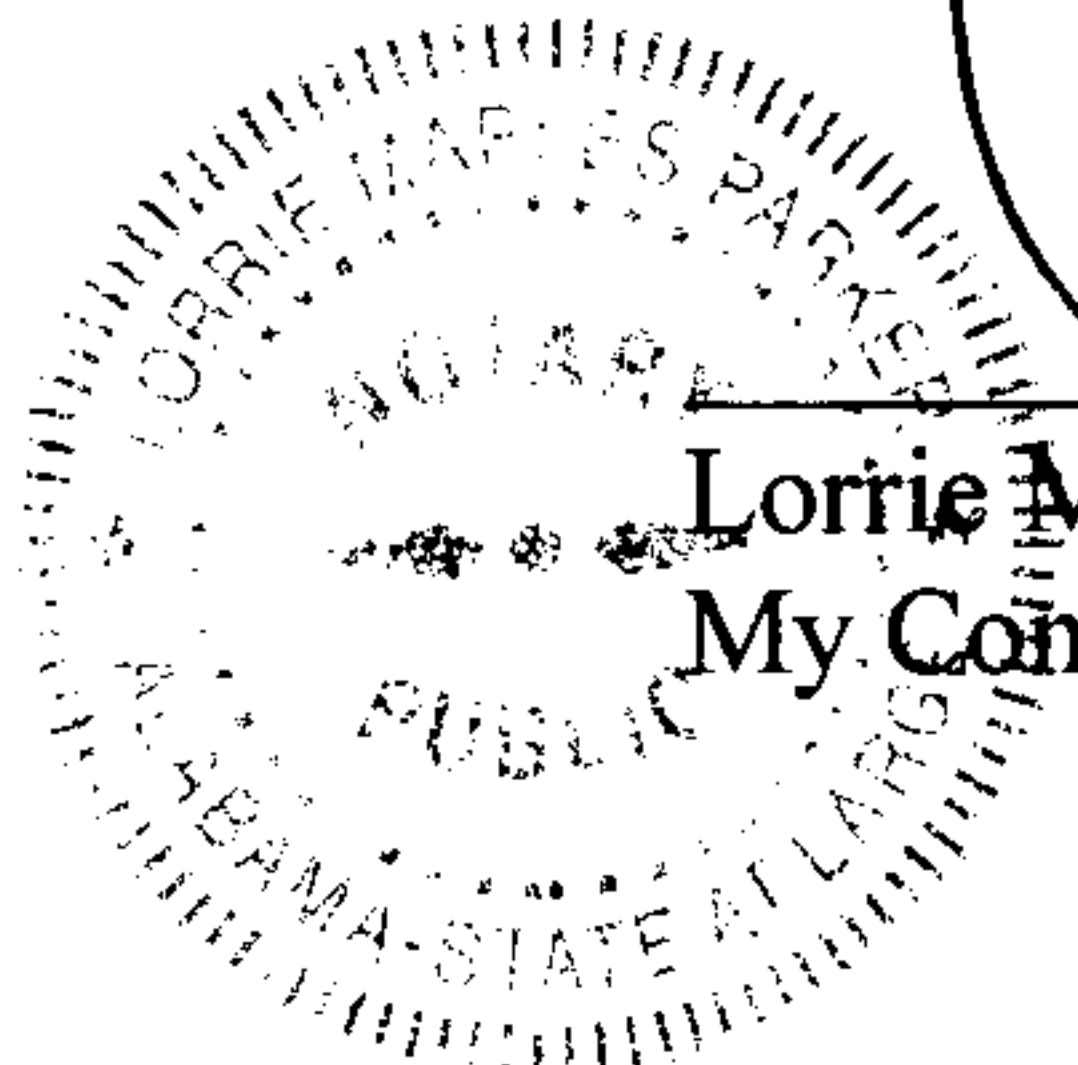
STATE OF ALABAMA ()
COUNTY OF JEFFERSON ()

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

Given under my hand and office seal this the 26th day of November, 2013.



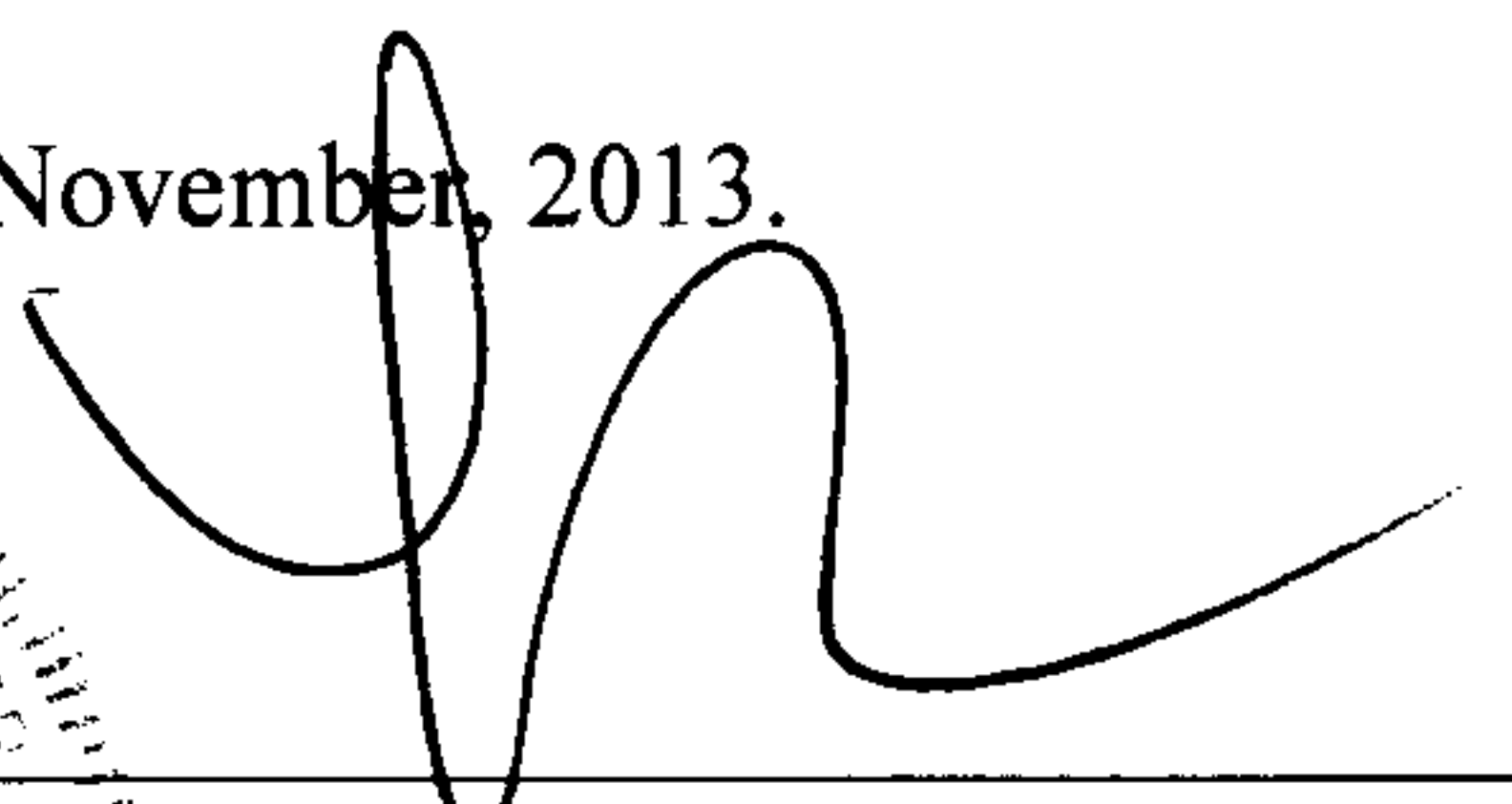
Lorrie Maples Parker, Notary Public
My Commission Expires: 10/16/2015



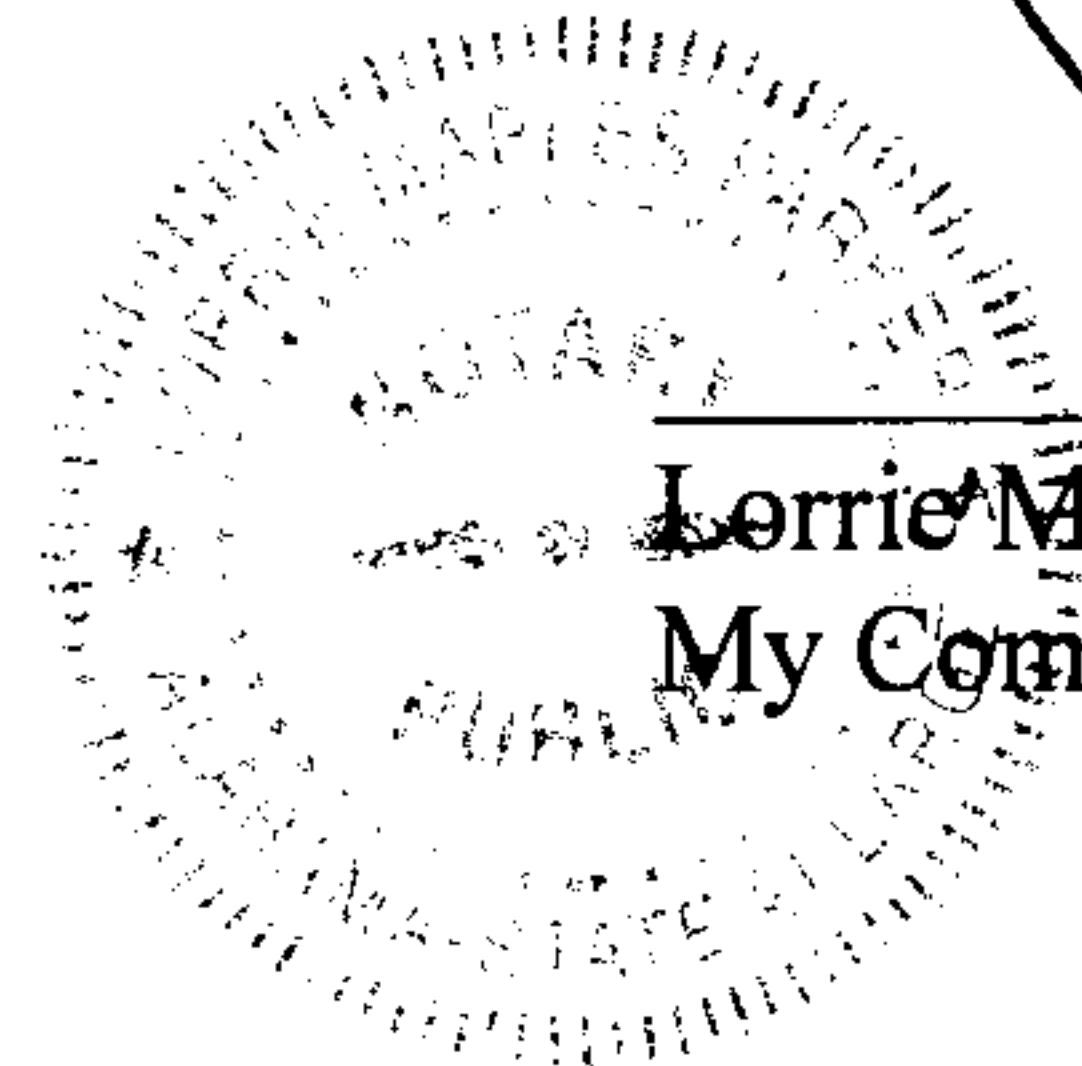
STATE OF ALABAMA ()
JEFFERSON COUNTY ()

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

Given under my hand and official seal this 26th day of November, 2013.



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





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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
LEGAL DESCRIPTION

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

Also:

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

Also:

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

Also:

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

Parcel II: Commence at the Southeast corner of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama; thence proceed North 00 degrees 52 minutes 10 seconds East, along the East boundary of said Quarter-Quarter section 178.54 feet to a point on the Southerly right of way of County Road No. 50; thence proceed North 81 degrees 02 minutes 27 seconds West, along the Southerly right of way of said road 588.64 feet to the Northwest corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama in Deed Book 144 at Page 98; thence proceed South 00 degrees 32 minutes 25 seconds East along the West boundary of said referenced property 205.40 feet to the Northeast corner of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed

EXHIBIT "A"
LEGAL DESCRIPTION

Book 104 at Page 195, said point being the point of beginning. From this beginning point proceed South 18 degrees 18 minutes 31 seconds West along the East boundary of said referenced property 249.09 feet to a point on the Northeasterly right of way of U.S. 280 Highway; thence proceed South 69 degrees 23 minutes 26 seconds East, along the right of way of said highway 391.91 feet, more or less; to a point that is 283.5 feet perpendicular to the East boundary of the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of said section; thence proceed North 00 degrees 52 minutes 10 seconds East parallel to the East boundary of said Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ and the East boundary of the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ 328.10 feet; thence proceed North 81 degrees 02 minutes 27 seconds West, along the Southerly boundary of property shown by deed on record in the Office of the Judge of Probate of Coosa County, Alabama, in Deed Book 144 at Page 98 for a distance of 300.0 feet to the point of beginning. The above described land is located in the Northeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 15, Township 23 North, Range 20 East, Coosa County, Alabama.

Parcel C:

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

Parcel D:

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

Parcel E:

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

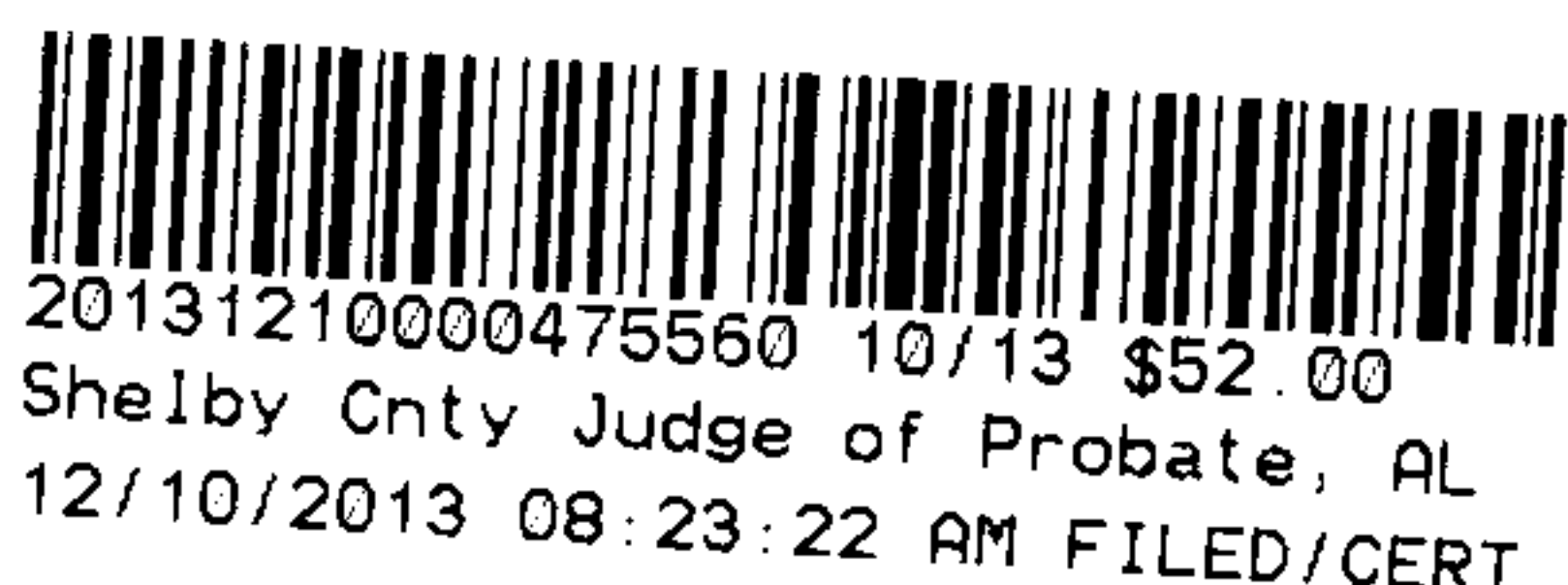


EXHIBIT "A"
LEGAL DESCRIPTION

Also:

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

Less and except portion conveyed in Deed Book 809, Page 219.

All being situated in Coosa County, Alabama.

Property located in Shelby County, Alabama:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

ALSO:

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

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

LESS AND EXCEPT THE FOLLOWING:

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

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


EXHIBIT "A"
LEGAL DESCRIPTION

ALSO:

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

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

All Being Situated in Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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