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Bk: LR201411 Pg:10845
Jefferson County, Alabama
I certify this instrument filed on:
02/28/2014 01:47:55 PM XFRL
Judge of Probate- Alan L. King

This document prepared by:

R. Mike Yarbrow
Yarbrow Law Offices, LLC
3451 Brookwood Road
Birmingham, AL 35223

After recording return to:

Chase Evans
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, TX 75204
Phone: (214) 855-8888



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Shelby Cnty Judge of Probate, AL
03/03/2014 08:06:16 AM FILED/CERT

REF BK 201411 PG 10809

ASSIGNMENT OF RENTS AND LEASES

THE FOLLOWING meanings are hereby adopted by the undersigned for the following capitalized terms for purposes of this Assignment of Rents and Leases (this "Assignment"):

a. "CarMax Lease" shall mean that certain Lease dated November 25, 2003 between Val T. Orton, solely in his capacity as Co-Trustee of the GECBAF Cascade Trust, a Utah Trust established by Trust Agreement dated as of October 28, 2003, and not in his individual capacity, as predecessor in interest to the Owner, as landlord, and CarMax Auto Superstores, Inc., a Virginia corporation ("CarMax"), as tenant.

b. "Lender" shall mean **PROTECTIVE LIFE INSURANCE COMPANY**.

c. "Lender's Notice Address" shall mean 2801 Highway 280 South, Birmingham, Alabama 35223, Attention: Investment Department.

d. "Loan Amount" shall mean \$8,350,000.00.

e. "Owner" shall mean **STEARNS ALABAMA, LLC**, a Delaware limited liability company.

f. "Owner's Notice Address" shall mean 1546 Averill Park Drive, San Pedro, CA 90732.

g. "State" shall mean the State of Alabama.

1. BY THIS ASSIGNMENT, the Owner, for value received, hereby assigns to the Lender all of Owner's right, title, privileges and interest which Owner has and may have in and to the CarMax Lease and in and to all other leases, operating agreements, management agreements, concession agreements, licenses and all similar agreements, and all rents, royalties, issues, profits, security deposits, income, termination payments 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 guarantees of the obligations of the lessees and other obligors thereunder, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. The CarMax Lease and all other leases and agreements described in this Paragraph 1, together with any and all guarantees, modifications, restatements, extensions and renewals thereof are hereinafter collectively and severally referred to as the "Leases" and individually as a "Lease" and all said rents, royalties, issues, profits, security deposits, income, termination payments and other benefits described in this Paragraph are hereinafter collectively and severally referred to as the "Rents and Profits".

2. OWNER'S PURPOSE in making this assignment is to induce Lender to make the loan in the Loan Amount to the Owner by assigning to Lender its right to collect and enjoy the Rents and Profits at any time accrued or accruing by virtue of the Leases as security for the outstanding indebtedness to Lender as evidenced by the Promissory Note in favor of Lender (hereinafter called the "Obligation" or "Note") dated this same date in the Loan Amount executed by Owner, as additional security for the Owner's obligations under the Mortgage and Security Agreement dated of even date herewith executed by the Owner to the Lender, as same may be amended (the "Indenture") and to furnish security for the performance of Owner's obligations contained herein. The Note 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 Lender or its servicer the right to collect the Rents and Profits and to apply them in payment of the principal and interest and all other sums payable under the Note, as well as all other sums payable under the Loan Documents, with the balance of such Rents and Profits to be paid to the Owner if Owner remains the owner of the Property. Nothing contained herein, nor any collection of Rents and Profits by Lender, its designated servicer 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. THIS ASSIGNMENT shall constitute a direction to and full authority to CarMax and any and all other obligors under the Leases and any guarantor of the Leases to pay all Rents and Profits due and owing under the CarMax Lease to Lender (or Lender's designee), and Owner has executed and delivered to CarMax a written notice dated of even date herewith confirming the foregoing. Owner hereby irrevocably authorizes CarMax and any and all other obligors under the Leases and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender (or Lender's designee) of any Rents and Profits due or to become due. Owner shall have no claim against CarMax, any other obligor under the Leases or any guarantor of any obligor's obligations under the Leases for any Rents and Profits paid by CarMax, such obligor or such guarantor to Lender (or Lender's designee) pursuant to this Assignment or compliance with any demand or notice from Lender or Lender's designee to CarMax, such obligor and/or such guarantor under the Leases.

5. OWNER WARRANTS:

- (a) that no default exists on the part of Owner under the Leases;
- (b) that no rent or other payment has been or will be collected under the Leases for more than one (1) month in advance of the date on which it is due under the terms of any Leases;
- (c) that neither the Leases nor any interest therein has been previously assigned 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 of the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each Lease executed by Owner with regard to all or any part of the Property, if applicable and subject to the terms and provisions of this Assignment.

6. OWNER AGREES THAT:

(a) if a 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) any proposed lease of all or any part of the Property (other than the CarMax Lease) must be submitted to Lender and Lender must provide its written approval of any such Lease prior to the execution thereof. Owner shall provide executed originals and/or copies of all Leases to Lender upon demand;

(c) the Leases shall remain in full force and effect despite any merger of the interest of Owner and any obligor under the Leases, and Owner shall not transfer or convey fee title to the leased premises to any obligor under the Leases 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 Leases, 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, modify, amend, extend, grant any concessions under or accept a surrender of the CarMax Lease or any other Lease without the prior written consent of Lender, and Owner acknowledges and agrees that any modification to and/or extension of the CarMax Lease approved by the Lender must comply with all legal requirements including, without limitation, the statute of frauds;

(e) By execution of this Assignment, the Owner has assigned all Rents and Profits payable under the Lease to the Lender and, if Owner should receive any Rents and Profits with regard to the Lease, the Owner shall immediately notify the Lender of Owner's receipt of such Rents and Profits and shall thereafter deliver same to Lender or Lender's designee not later than two (2) business days after Owner's receipt thereof;

(f) Owner shall not discount any future accruing Rents and Profits;

(g) Owner shall not consent to an assignment of the Leases, or a subletting thereunder, whether or not such consent is required 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 Leases to any other 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 Leases 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 Leases 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 Leases; and if requested by Lender, Owner shall enforce the Leases and all remedies available to Owner against any obligor under the Leases in the case of default under the Leases by any obligor under the Leases;

(k) Owner shall give Lender written notice immediately upon entering into any Lease respecting any part of the Property (subject to Lender's approval rights regarding same as provided in subparagraph 6(b) above), and shall promptly provide to Lender a true and correct copy of the executed Lease; each such Lease shall be deemed included in this Assignment automatically as though originally listed herein, and the term "Leases" 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 Leases as required by Lender attesting that the applicable 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 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;

(n) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Leases; Owner shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Leases 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;

(o) Owner shall take the following actions regarding Section 3 of the CarMax Lease:

(i) Owner will immediately notify Lender in writing if CarMax provides written notice of its election to cancel the upcoming renewal term at least six (6) months prior to the expiration of the then-current term of the CarMax Lease as provided in Section 3 of the CarMax Lease;

(ii) if CarMax does not provide the written notice described in subsection (i) above to the Owner at least six (6) months prior to the expiration of the then-current term of the CarMax Lease, Owner will provide CarMax with written notice of Owner's election to continue the upcoming renewal term not later than the date occurring six (6) months prior to the expiration of

the then-current term of the CarMax Lease in order to commence the ten (10) business day time period during which CarMax has the option to cancel the upcoming renewal term as provided in Section 3 of the CarMax Lease; and

(iii) Owner will immediately notify Lender in writing if CarMax provides written notice of its election to cancel the upcoming renewal term during the ten (10) business day time period described in subsection (ii) above.

Any such written notice from Owner to the Lender described above shall include a copy of any written notices given to or received from CarMax with regard to Section 3 of the CarMax Lease.

(p) Owner shall do the following regarding Section 8 of the CarMax Lease:

(i) Owner will immediately notify Lender in writing if CarMax provides its written request to Owner pursuant to Section 8(a) of the CarMax Lease that Owner approve the change of the use of the Property to either (A) maintain facilities for the repair, lubrication, inspection and servicing of automobiles after the discontinuance of automobile sales on the Property as a primary business, or (B) operate a gasoline service station for the sale of petroleum products to the general public;

(ii) Owner will not agree to any change of use of the Property as provided under Section 8(a) of the CarMax Lease, or otherwise, without the prior written consent of Lender;

(iii) Owner will immediately notify Lender in writing if CarMax provides written notice of the occurrence of a Purchase Offer Event (as defined in the CarMax Lease) and its desire to purchase the Property and terminate the CarMax Lease pursuant to Sections 8(a) and 8(d) of the CarMax Lease; and

(iv) Owner will not accept or reject CarMax's purchase offer of the Property as evidenced by the written notice described in subsection (iii) above, or otherwise, without the prior written consent of Lender. Owner acknowledges that Lender's consent is subject to Lender's receipt and review of all information deemed necessary by the Lender in order to make a determination with regard to the Owner's request including, without limitation and if applicable, written confirmation that if the Owner requests consent for the Owner to accept a CarMax purchase offer, the Owner and the Principals (as defined in the Indenture) will be obligated (as provided and in accordance with Paragraph 3(h) of the Note and Paragraph 1(h) of the Limited Guaranty dated of even date herewith executed by the Principals to the Lender) to immediately pay any remaining balance due and owing under the Loan Documents after delivery of the net proceeds of sale to the Lender and application thereof to the principal, interest and other sums due and owing under the Loan Documents.

Owner acknowledges and agrees that all sums due and owing under the Loan Documents must be immediately paid in full if CarMax purchases the Property pursuant to Section 8 of the CarMax Lease.

Any written notice from Owner to the Lender described above shall include a copy of any written notices given to or received from CarMax with regard to Section 8 of the CarMax Lease.

7. OWNER HEREBY GRANTS TO LENDER THE FOLLOWING RIGHTS:

(a) Lender shall be deemed to be the creditor of any obligor under the Leases 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 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 Leases 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 Leases, 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 within the time period required in the Lease, if any, 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 which remains uncured after the expiration of any notice or grace period expressly provided herein or therein, if applicable, and without further 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 Assignment 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 Leases;

(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 the 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 Leases, subject to the terms and provisions of such Leases; and

(vi) Lender shall have the authority, as Owner's attorney-in-fact, such authority being coupled with an 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 of 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 Leases", and "guarantor", wherever used herein, shall include the persons and entities named herein or in the Leases 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 executed by the Lender, this Assignment shall terminate and 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. Jury Trial Waiver. **AFTER CONSULTATION WITH COUNSEL AND RECOGNIZING THAT ANY DISPUTE ARISING HEREUNDER WILL BE COMMERCIAL IN NATURE AND COMPLEX, AND IN ORDER TO MINIMIZE THE COSTS INVOLVED IN THE DISPUTE RESOLUTION PROCESS, THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THIS TRANSACTION OR THIS ASSIGNMENT, 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.

18. In accordance with Section 2.6 of the Commitment (as defined in the Indenture) and Paragraphs 3 and 4 of this Assignment, and notwithstanding any contrary provision contained in this Assignment or the other Loan Documents, by execution of this Assignment the Owner acknowledges and agrees that it is directly assigning to the Lender the CarMax Lease and all Rents and Profits and other sums payable by CarMax thereunder. Owner further acknowledges that Lender has initially designated Professional Mortgage Company, Inc. (such entity, or any successor designated by the Lender, being referred to as the "Servicer") to collect all Rents and Profits and other sums payable by CarMax under the CarMax Lease. Rents and Profits and other sums paid by CarMax to the Servicer during the term of this Assignment shall be paid by the Servicer to the Lender and applied to all sums due and owing under the Note and the other Loan Documents, with the sums remaining thereafter, if any, being paid by the Servicer to the Owner provided no default or Event of Default then exists and Owner remains the owner of the Property. Owner acknowledges and agrees that the Servicer shall be solely responsible for collection and disbursement of the Rents and Profits and other sums payable under the CarMax Lease during the term of this Assignment, and Owner further agrees that the Lender is hereby released from any liabilities with regard to such collection and disbursement. Owner further agrees to execute any additional notices and/or documents as may be requested by the Lender and/or required by CarMax to confirm such assignment by the Owner and the Owner's authorization for CarMax to pay such Rents and Profits and other sums directly to the Servicer or its successor, as designated by the Lender.

IN WITNESS WHEREOF, this Assignment has been executed by the undersigned intending same to be under seal effective as of February 25, 2014.

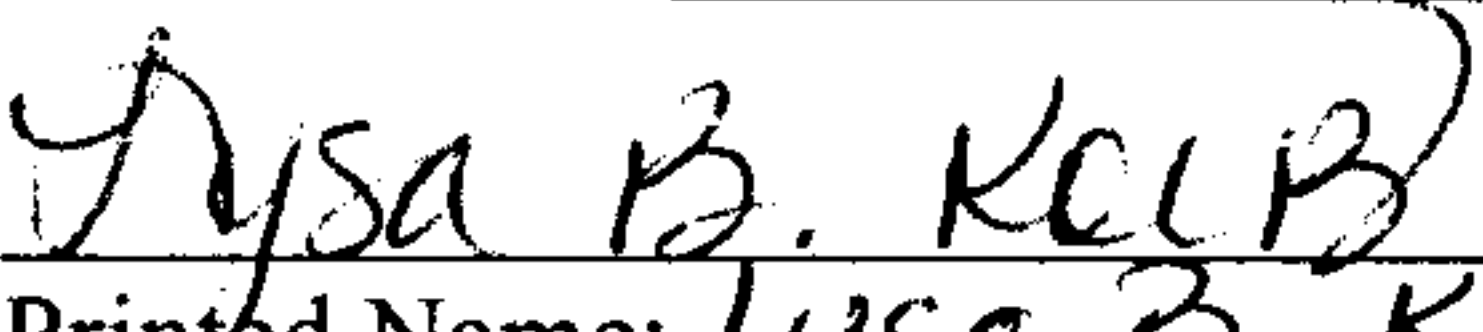
OWNER:

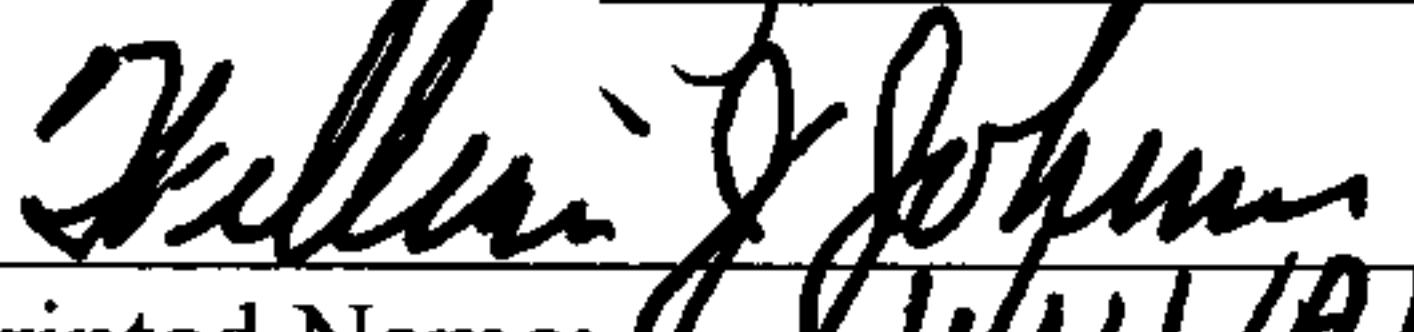
STEARNS ALABAMA, LLC,
a Delaware limited liability company

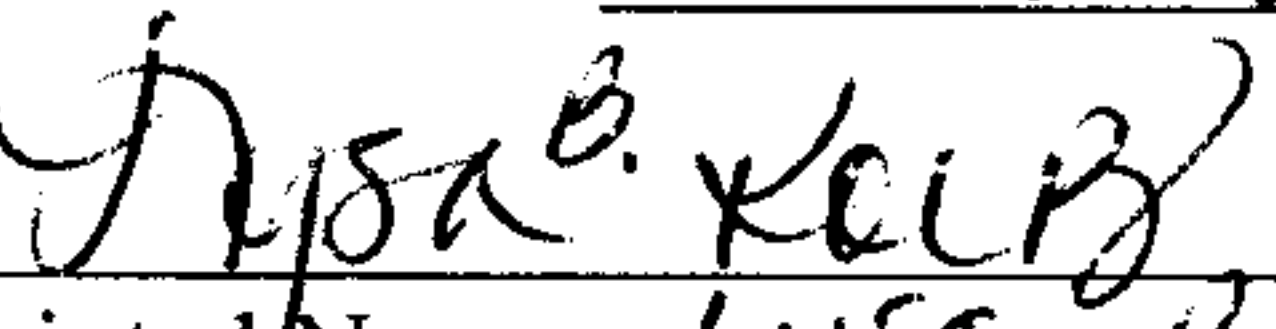
WITNESSES:

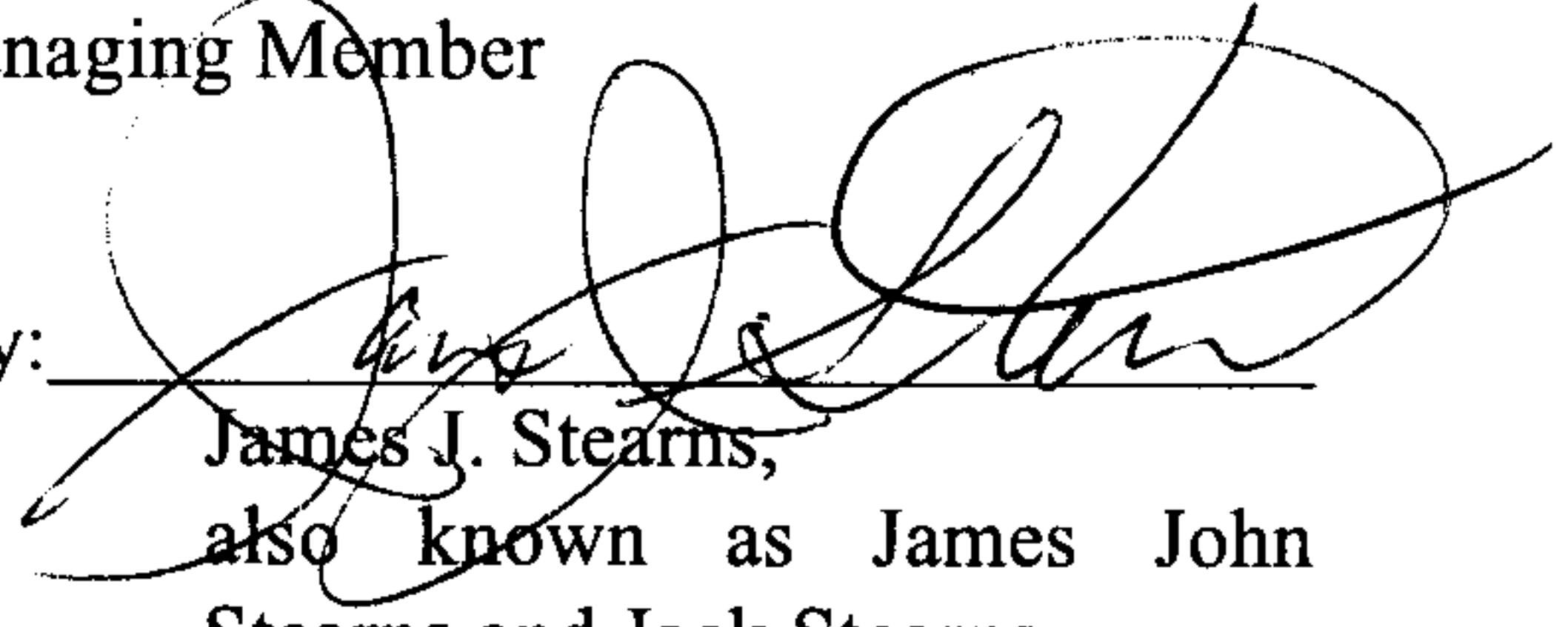
By: THE JACK AND EDNA STEARNS
2004 FAMILY TRUST PURSUANT
TO THAT CERTAIN DECLARATION
OF THE JACK AND EDNA STEARNS
2004 FAMILY TRUST EXECUTED
ON AUGUST 11, 2004, AS IT MAY
HAVE BEEN AMENDED OR
RESTATED, a California trust,
its Managing Member



Printed Name: WILLIAM J. JOHNSON


Printed Name: LYSA B. KOLB


Printed Name: WILLIAM J. JOHNSON


Printed Name: LYSA B. KOLB

By: 
James J. Stearns,
also known as James John
Stearns and Jack Stearns,
a Co-Trustee

By: 
Edna H. Stearns,
also known as Edna Stearns,
a Co-Trustee



ACKNOWLEDGEMENT

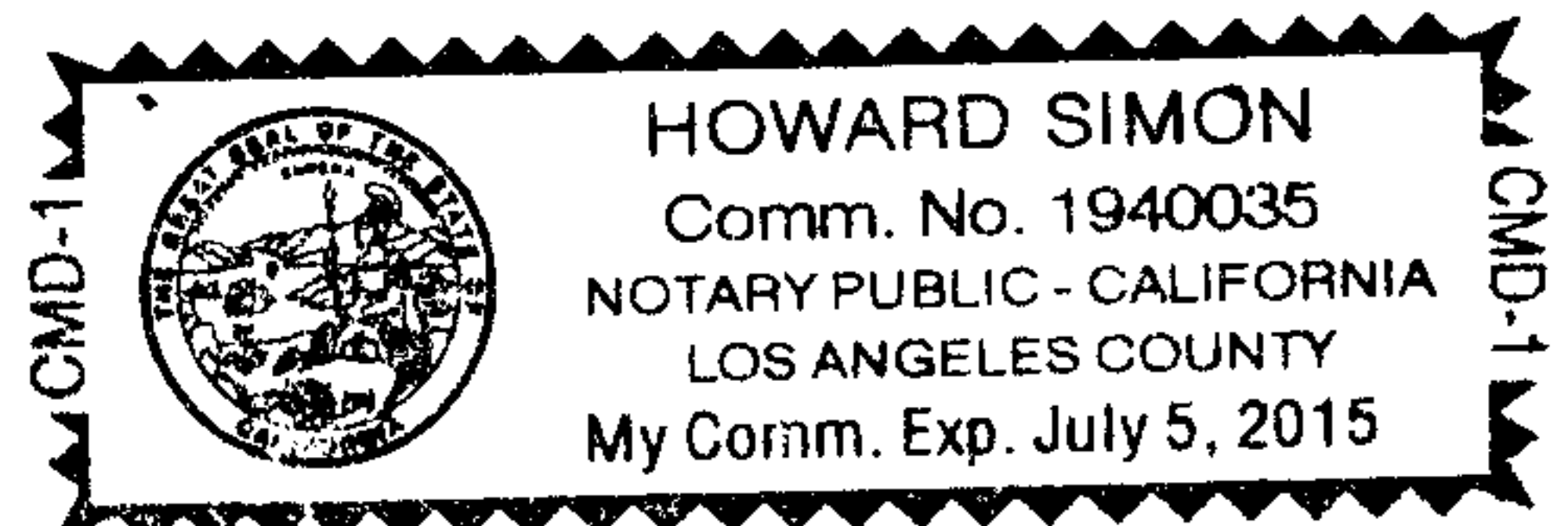
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On February 25th, 2014, before me, HOWARD SIMON, Notary Public, personally appeared **James J. Stearns**, also known as James John Stearns and Jack Stearns, a Co-Trustee of THE JACK AND EDNA STEARNS 2004 FAMILY TRUST PURSUANT TO THAT CERTAIN DECLARATION OF THE JACK AND EDNA STEARNS 2004 FAMILY TRUST EXECUTED ON AUGUST 11, 2004, AS MAY HAVE BEEN AMENDED OR RESTATED, a California trust, as the Managing Member of STEARNS ALABAMA, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



ACKNOWLEDGEMENT

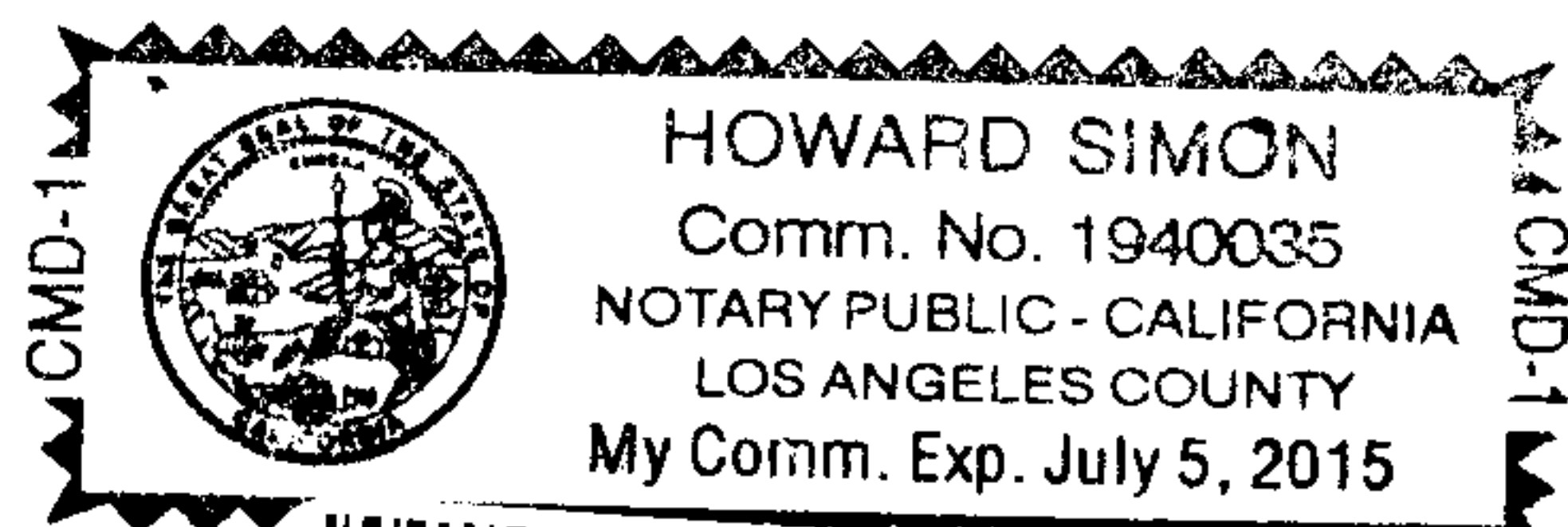
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

On February 25th, 2014, before me, HOWARD SIMON, Notary Public, personally appeared **Edna H. Stearns**, also known as Edna Stearns, a Co-Trustee of THE JACK AND EDNA STEARNS 2004 FAMILY TRUST PURSUANT TO THAT CERTAIN DECLARATION OF THE JACK AND EDNA STEARNS 2004 FAMILY TRUST EXECUTED ON AUGUST 11, 2004, AS IT MAY HAVE BEEN AMENDED OR RESTATED, a California trust, as the Managing Member of STEARNS ALABAMA, LLC, a Delaware limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



20140303000055590 9/10 \$41.00
Shelby Cnty Judge of Probate, AL
03/03/2014 08:06:16 AM FILED/CERT

EXHIBIT A

Lots 1 and 2, according to the Survey of Carmax Auto Super Store, as recorded in Map Book 30, page 140, in the Office of the Judge of Probate Shelby County, Alabama and in Map Book 37, page 59, in the Office of the Judge of Probate Jefferson County, Alabama, and being more particularly described as follows:

Lot 1:

Commence at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, thence run North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 325.89 feet to the Point of Beginning; thence continue North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 937.25 feet to a capped iron found on the southerly right-of-way line of Highway 150 (right-of-way width varies); thence run North 84°28'56" East, along said right-of-way, for a distance of 26.40 feet to a capped iron set (CA-00279) on the southwesterly right-of-way line of Alabama Highway 150 (right-of-way width 50 feet); thence, leaving said southwesterly right-of-way, run North 59°15'25" East, along said southerly right-of-way of Highway 150, for a distance of 55.71 feet to the northeasterly right-of-way line of Alabama Highway 150 (right-of-way width 50 feet); thence leaving said northeasterly right-of-way, run North 09°38'28" East, along said southerly right-of-way of Highway 150, for a distance of 48.22 feet; thence run North 59°00'28" East, along said southerly right-of-way of Highway 150, for a distance of 358.11 feet; thence run South 84°53'00" East, along said southerly right-of-way of Highway 150, for a distance of 69.43 feet to the southwesterly right-of-way line of Cahaba River Estates Drive (right-of-way width varies); thence run South 30°33'27" East, along said right-of-way, for a distance of 369.70 feet; thence run South 38°47'31" East, along said right-of-way, for a distance of 111.69 feet; thence run South 35°21'49" East, along said right-of-way, for a distance of 53.86 feet; thence run South 34°25'06" East, along said right-of-way, for a distance of 116.33 feet; thence run South 24°16'33" East, along said right-of-way, for a distance of 21.15 feet to the Point of Curvature of a curve to the left, having a radius of 230.50 feet, a central angle of 19°14'18", a chord length of 77.03 feet and a chord bearing of South 33°53'20" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 77.40 feet to the Point of Tangency of said curve; thence, leaving said right-of-way, run South 60°08'55" West for a distance of 1123.26 feet to the Point of Beginning.

Lot 2:

Begin at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, thence run North 06°42'09" East, along the west boundary line of said quarter-quarter, for a distance of 325.89 feet; thence run North 60°08'55" East for a distance of 1123.26 feet to the westerly right-of-way line of Cahaba River Estates Drive (right-of-way width 50 feet); said point also being the Point of Curvature of a curve to the left, having a radius of 230.50 feet, a central angle of 22°29'23", a chord length of 89.90 feet and a chord bearing of South 54°45'10" East; thence continue along the arc of said curve, and said right-of-way, for a distance of 90.48 feet to the Point of Tangency of said curve; thence run South 70°44'05" East for a distance of 100.25 feet; thence, leaving said right-of-way, run South 49°48'24" West for a distance of 1271.62 feet to the south boundary line of the Northwest Quarter of the Northwest Quarter of Section 26, Township 19 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama; thence run North 83°45'28" West, along said south line, for a distance of 210.24 feet to the Point of Beginning.

