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Shelby Cnty Judge of Probate, AL  
05/05/2014 11:36:42 AM FILED/CERT

REAL ESTATE MORTGAGE

This instrument prepared by  
Jerry Lex Brown, Jr., First South Farm Credit, ACA  
P. O. Box 3288  
Oxford, AL 36203

THE STATE OF ALABAMA  
COUNTY OF shelby

Date May 01, 2014

For First South Farm Credit, ACA  
as agent/nominee  
Address P. O. Box 3288  
36203-

Oxford, AL

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

WHEREAS Aftab A. Khan

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, ("Debtor(s)"), whether one or more is/are justly indebted to  
First South Farm Credit, ACA  
as agent/nominee, of Oxford, AL ("Mortgagee") in the principal  
sum of Six Hundred Thirty Thousand Seven Hundred One Dollars and 17/100

\_\_\_\_\_  
DOLLARS (\$ 630,701.17), as evidenced by a  
promissory note(s) dated May 01, 2014, and payable in accordance with the terms thereof.  
Debtor(s) promise to pay this indebtedness in full not later than May 1, 2037.

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Mortgagor(s)") do(es)



hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate situated in Shelby County, Alabama (all of which will be collectively referred to herein as the "Property") to-wit:  
**SEE ATTACHED EXHIBIT "A" MADE A PART OF THIS REAL ESTATE MORTGAGE BY REFERENCE.**

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**THIS MORTGAGE IS EXECUTED BY THE MORTGAGOR IN FAVOR OF, AND THE TERM "MORTGAGEE" AS USED HEREIN SHALL INCLUDE,**

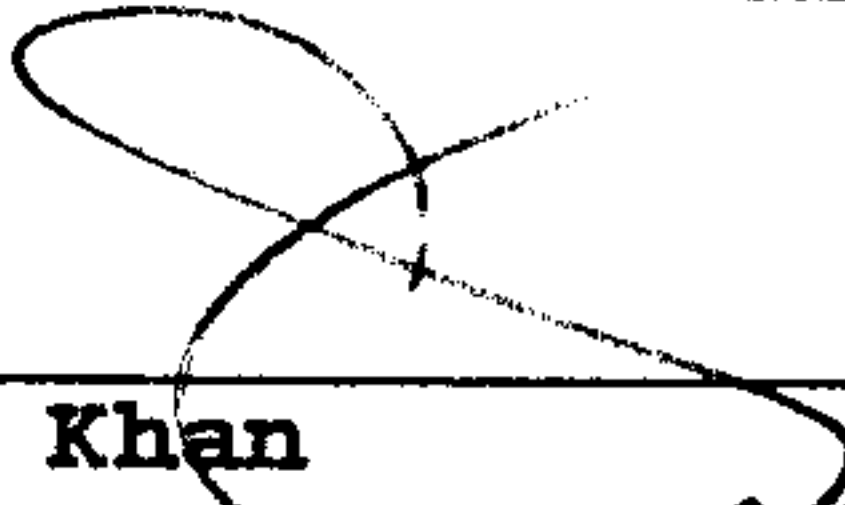
First South Farm Credit, ACA, **FOR ITSELF AND AS AGENT/NOMINEE FOR ANY PARTY PURSUANT TO A MASTER AGREEMENT AMONG IT AND ITS WHOLLY-OWNED SUBSIDIARIES**


First South Farm Credit, FLCA **AND** , **AS THEIR**

**INTERESTS MAY APPEAR.**



IN WITNESS WHEREOF, the Debtor(s) and Mortgagor(s) has/have hereunto signed their name(s) and seal(s) this 1st day of May, 2014.

  
\_\_\_\_\_  
Aftab A. Khan (SEAL)

  
\_\_\_\_\_  
Aslam Khan (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

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(SEAL)

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(SEAL)

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(SEAL)

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(SEAL)



INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF ALABAMA }  
COUNTY OF ST. CLAIR }

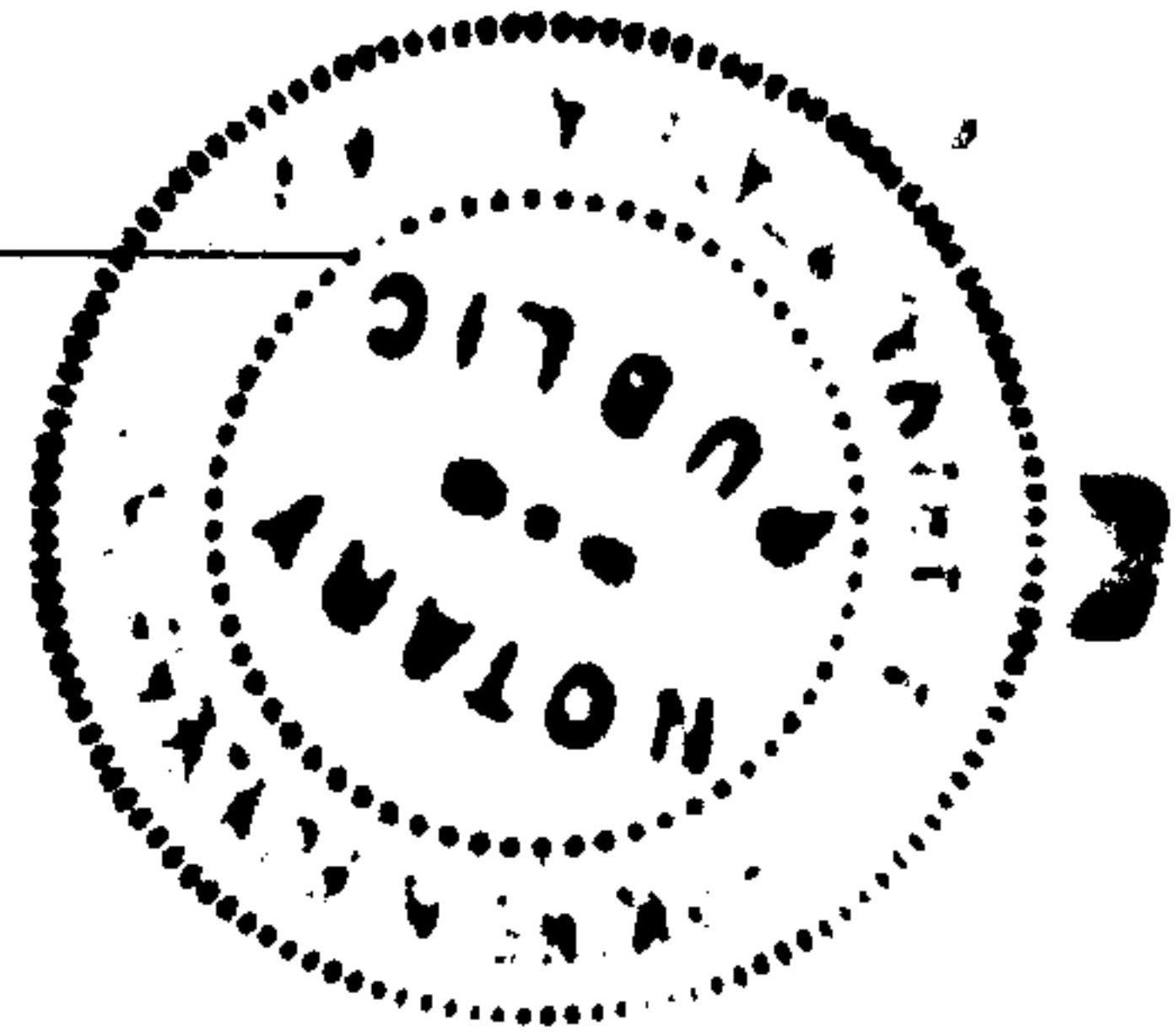
I, the undersigned authority, a Notary Public for said State and County, hereby certify that  
Aftab A. Khan, a married man and Aslam Khan, an unmarried man

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

Given under my name and seal this 1st day of May, 2014.

Notary Public

My Commission Expires: 05/22/2016



CORPORATE\* PARTNERSHIP\* ASSOCIATION ACKNOWLEDGEMENT

THE STATE OF }  
COUNTY OF }

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

Given under my name and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF }  
COUNTY OF }

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

Given under my name and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

First South Farm Credit, ACA as agent/nominee  
Jerry L Brown



## EXHIBIT "A"

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### PARCEL I:

A parcel of land situated in the N 1/2 of Section 30, Township 19 South, Range 3 East, Shelby County, Alabama, and being more particularly described as follows; Commence at the NW corner of above said Section 30; thence North 86 degrees 22 minutes 11 seconds East, a distance of 659.97 feet to the POINT OF BEGINNING; thence North 85 degrees 53 minutes 03 seconds East, a distance of 847.50 feet; thence North 86 degrees 31 minutes 07 seconds East, a distance of 1111.16 feet; thence North 87 degrees 14 minutes 14 seconds East, a distance of 854.86 feet; Thence North 88 degrees 43 minutes 58 seconds East, a distance of 847.94 feet; thence North 88 degrees 19 minutes 22 seconds east, a distance of 306.33 feet; thence South 02 degrees 34 minutes 36 seconds East, a distance of 1164.55 feet to a point on the northerly R.O.W. line of Shelby County Highway 62, 80' ROW; thence South 87 degrees 04 minutes 07 seconds West and along said ROW line a distance of 1502.59 feet to the beginning of a curve to the left, having a radius of 1137.26 feet a central angle of 22 degrees 08 minutes 28 seconds and subtended by a chord which bears South 77 degrees 18 minutes 38 seconds West, and a chord distance of 436.75 feet; thence along the arc of said curve and said ROW line a distance of 439.48 feet to a reverse curve to the right, having a radius of 914.93 feet, a central angle of 36 degrees 34 minutes 55 seconds and subtended by a chord which bears South 86 degrees 24 minutes 59 seconds West and a chord distance of 574.29 feet; thence along the arc of said curve and said ROW line a distance of 584.15 feet; thence North 75 degrees 19 minutes 00 seconds West and along said ROW line, a distance of 75.10 feet to the beginning of a curve to the left, having a radius of 1472.39 feet, a central angle of 17 degrees 54 minutes 01 seconds and subtended by a chord which bears North 84 degrees 16 minutes 00 seconds West and a chord distance of 458.13 feet; thence along the arc of said curve and said ROW line a distance of 460.00 feet; thence South 86 degrees 47 minutes 00 seconds West and along said ROW line, a distance of 981.98 feet; thence North 00 degrees 14 minutes 13 seconds West, and leaving said ROW line, a distance of 1164.88 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, Al. Reg. 21784, dated August 13, 2007.

### PARCEL II:

Begin at the SE corner of the NW 1/4 of the SW 1/4 of Section 9, Township 21 South, Range 1 East; thence run North 89 degrees 40 minutes 54 seconds West along the South line thereof for 1276.51 feet to the easterly right of way of Shelby County Highway #5; thence North 0 degrees 11 minutes 03 seconds West along said right of way for 668.14 feet to the North line of the South 1/2 of said 1/4-1/4 section; thence South 89 degrees 27 minutes 10 seconds East along said North line for 655.20 feet thence South 83 degrees 13 minutes 12 seconds East for 644.70 feet thence South 1 degree 36 minutes 58 seconds West for 593.10 feet to the point of beginning.

### PARCEL III:

Lot G, Survey of Trail's End, Sector Two, as recorded in Map Book 11, Page 14, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

ALSO, Non-exclusive easement over and across road rights of way for Trail's End Subdivision over the following described two parcels:

From the NW corner of the SW 1/4 of the SW 1/4 of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama; run South 89 degrees 49.2 minutes East along the 1/4-1/4 section line, 44.21 feet to the point of beginning; thence continue 69 degrees 49.2 minutes East, 1276.05 feet to the NE corner of said 1/4-1/4 section; thence run North 87 degrees 53 minutes East 53.4 feet; thence South 68 degrees 41.1 minutes East, 480.44 feet to a point of curvature; thence along a curve to the right with radius 206.60 feet, for an arc distance of 161.83 feet to a point of tangency; thence South 23 degrees 48.2



minutes East, 234.41 feet to a point of curvature; thence along a curve to the left with a radius of 71.24 feet; for an arc distance of 153.85 feet to a point of tangency; thence North 32 degrees 27.5 minutes East 862.00 feet to a point of curvature; thence along a curve to the right with a radius of 438.09 feet for an arc distance of 105.54 feet to the point of tangency; thence North 46 degrees 15.6 minutes East, 488.89 feet to the East and of said roadway; thence South 14 degrees 02 minutes East, 57.67 feet; thence South 46 degrees 15.6 minutes West, 460.36 feet to the point of curvature; thence along a curve to the left with a radius of 388.09 feet, for an arc distance of 93.49 feet to a point of tangency; thence South 32 degrees 27.5 minutes West, 862.00 feet to a point of curvature; thence along a curve to the right with a radius of 121.24 feet for an arc distance of 261.83 feet to a point of tangency; thence North 23 degrees 48.2 minutes West 234.41 feet to a point of curvature; thence along a curve to the left with a radius of 156.60 feet, for an arc distance of 122.67 feet to a point of tangency; thence North 68 degrees 41.1 minutes West 397.26 feet to a point of curvature; thence along a curve to the left with a radius of 214.42 feet, for an arc distance of 79.09 feet; thence North 89 degrees 49.2 minutes West, 1175.1 feet; thence South 66 degrees 59 minutes West, 125.80 feet to the East right of way of Shelby County Road No. 5; thence North 0 degrees 14.3 minutes West along said right of way 110 feet to the point of beginning.

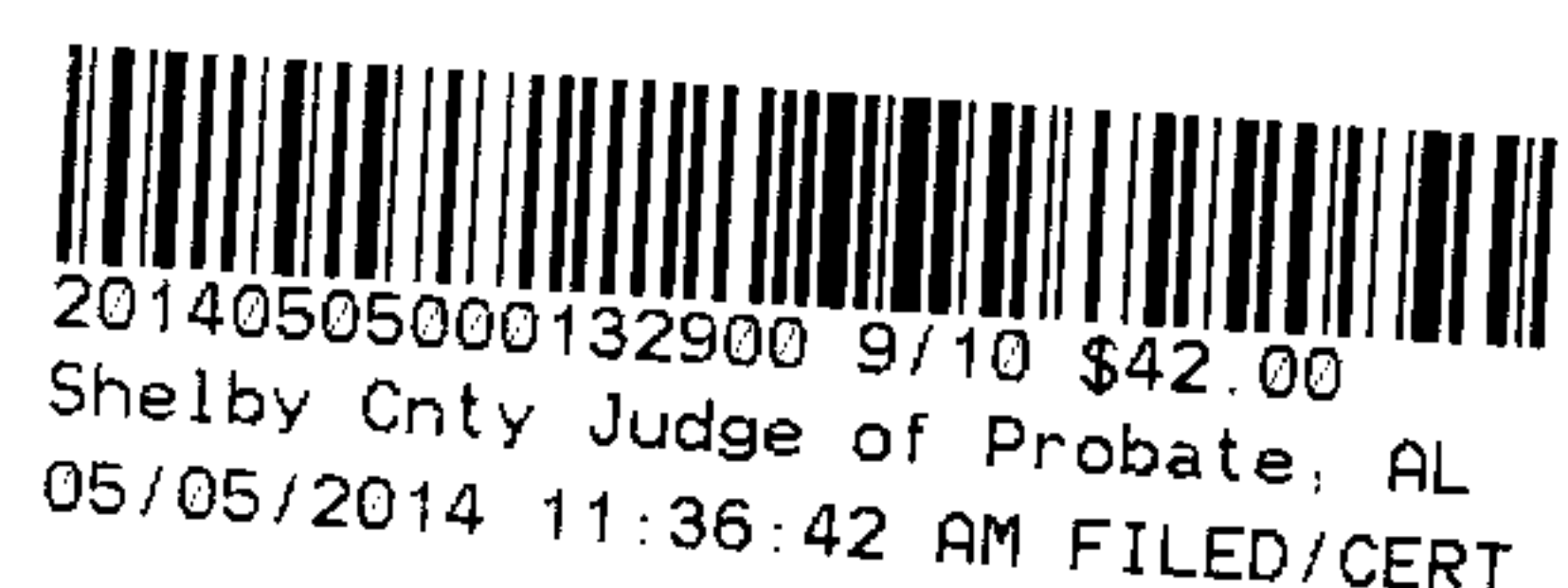
Begin at the SW corner of the NE 1/4 of the SW 1/4 of Section 9, Township 21 South, Range 1 East, Shelby County, Alabama; thence North 87 degrees 53 minutes East 53.4 feet; thence North 18 degrees 34 minutes East, 131.73 feet to a point of curvature; thence along a curve to the right with radius 332.71 feet; for an arc distance of 92.41 feet to a point of tangency; thence North 34 degrees 28.9 minutes East, 184.68 feet to a point of curvature; thence along a curve to the right with radius 50.06 feet for an arc distance 78.59 feet to a point of tangency; thence South 55 degrees 33.9 minutes east, 403.18 feet to a Point of curvature; thence along a curve to the right with radius 512.37 feet, for an arc distance of 95.07 feet to a point of tangency; thence South 44 degrees 56 minutes East, 427.87 feet; thence North 32 degrees 27.5 minutes East, 51.24 feet; thence North 44 degrees 56 minutes West, 416.68 feet to a point of curvature; thence along a curve to the left with radius 562.37 feet for an arc distance 104.35 feet to a point of tangency; thence North 55 degrees 33.9 minutes West 403.18 feet to a point of curvature; thence along a curve to the left with radius 100.06 feet, for an arc distance of 157.09 feet to a point of tangency thence South 34 degrees 28.9 minutes West, 184.68 feet to a point of curvature; thence along a curve to the left with radius 382.71 feet for an arc distance of 106.30 feet to the point of tangency; thence southwesterly, 150.61 feet to the point of beginning.

#### PARCEL IV:

i) Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 20, Township 20 South, Range 2 East; thence run west along the South line of said 1/4- 1/4 for 106.52 feet to the Westerly right of way of Alabama State Highway #25; thence 84 degrees 43 minutes 38 seconds right run Northerly along said right of way for 452.10 feet to the point of beginning; thence continue last described course for 208.00 feet; thence 85 degrees 30 minutes 50 seconds left run Westerly 210.05 feet; thence 94 degrees 29 minutes 10 seconds left run Southerly for 208.00 feet; thence 85 degrees 30 minutes 50 seconds left run Easterly 210.05 feet to the point of beginning. Situated in Shelby County, Alabama.

and

ii) Commence at the SE corner of Section 20 Township 20 South Range 2 East; thence run Westerly along the south line thereof for 107.78 feet to the westerly right of way of Alabama State Highway #25 and the point of beginning; thence continue last described course for 2531.88 feet; thence 89 degrees 11 minutes 45 seconds right run Northerly 728.00 feet; thence 89 degrees 59 minutes 20 seconds right run Easterly 2471.49 feet to the westerly right of way of said Alabama State Highway #25; thence 85 degrees 30 minutes 33 seconds right run Southerly along said right of way for 766.37 feet to the point of beginning. Containing 42.83 acres.





Less and Except:

Commence at the SE corner of the SE 1/4 of the SE 1/4 of Section 20, Township 20 South Range 2 East; thence run west along the South line of said 1/4- 1/4 for 106.52 feet to the Westerly right of way of Alabama State Highway #25; thence 84 degrees 43 minutes 38 seconds right run Northerly along said right of way for 452.10 feet to the point of beginning; thence continue last described course for 208.00 feet ; thence 85 degrees 30 minutes 50 seconds left run Westerly 210.05 feet; thence 94 degrees 29 minutes 10 seconds left run Southerly for 208.00 feet; thence 85 degrees 30 minutes 50 seconds left run Easterly 210.05 feet to the point of beginning. Situated in Shelby County, Alabama.

Both properties when considered together as one parcel are more commonly known as:

Begin at the Southeast corner of Section 20, Township 20 South, Range 2 East; thence run Westerly along the South line thereof for 107.78 feet to the Westerly right of way of Alabama State Highway #25 and the point of beginning; thence continue last described course for 2531.88 feet; thence 89 degrees 11 minutes 45 seconds right run Northerly 728.00 feet; thence 89 degrees 59 minutes 20 seconds right run Easterly 2471.49 feet to the Westerly right of way of Alabama State Highway #25; thence 85 degrees 30 minutes 33 seconds right run Southerly along said right of way for 766.37 feet to the point of beginning.

Situated in Shelby County, Alabama.

According to the survey of Thomas E. Simmons, RLS #12945, dated June 12, 2003.

**\*AFTAB A. KHAN, AFTAB KHAN, ALEX KHAN, AFTAB A. KAHN, AFTAB KAHN AND ALEX KAHN ARE ONE AND THE SAME PERSON.**

**\*ASLAM KHAN AND ASLAM KAHN ARE ONE AND THE SAME PERSON.**

**\*ASLAM KHAN IS THE SURVIVING GRANTEE UNDER THAT CERTAIN WARRANTY DEED WITH JOINT RIGHTS OF SURVIVORSHIP AS RECORDED IN DEED BOOK 153, PAGE 946, IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY, ALABAMA. MARTHA A. KHAN THE OTHER GRANTEE HAVING DIED ON OR ABOUT THE 26<sup>TH</sup> DAY OF OCTOBER, 2008.**

**\*ASLAM KHAN AND AFTAB KHAN ARE THE SURVIVING GRANTEES UNDER THAT CERTAIN WARRANTY DEED WITH JOINT RIGHTS OF SURVIVORSHIP AS SHOWN BY INSTRUMENT #20070904000413750, IN THE AFORESAID OFFICE. MARTHA A. KHAN THE OTHER GRANTEE HAVING DIED ON OR ABOUT THE 26<sup>TH</sup> DAY OF OCTOBER, 2008.**

**SIGNED FOR IDENTIFICATION THIS THE 1<sup>ST</sup> DAY OF MAY, 2014.**

  
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**AFTAB A. KHAN**

  
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**ASLAM KHAN**