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ASSIGNMENT OF RENTS AND LEASES

CRIMSON PORTFOLIO, LLC ("Assignor"), the assignee of the Assignment of Rents and Leases described below, hereby further assigns, transfers and sets over to Heatherwood Land Preservation, LLC ("Assignee"), wholly without recourse, representations or warranties of any kind whatsoever (except as set forth in that certain Purchase Agreement dated March 20, 2015, between Assignor and Assignee), all of the Assignor's right, title and interest in and to that certain Assignment of Rents and Leases dated as of May 4, 2001, and recorded in the Probate Office for Shelby County, Alabama in Instrument Number 2001-18066 which refers to that certain lot, tract, parcel or piece of ground described on **Exhibit A** attached hereto (the "Property").


Made this 20th day of March, 2015.

ASSIGNOR:

CRIMSON PORTFOLIO, LLC
a Delaware limited liability company

By: ORES NPL 2013-LV2, LLC
Its: Member

By: Sabal Financial Group, L.P.
Its: Asset Manager

By: 
Name: Kevin R. McKenzie
Title: Authorized Signatory

[acknowledgement on following page]

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

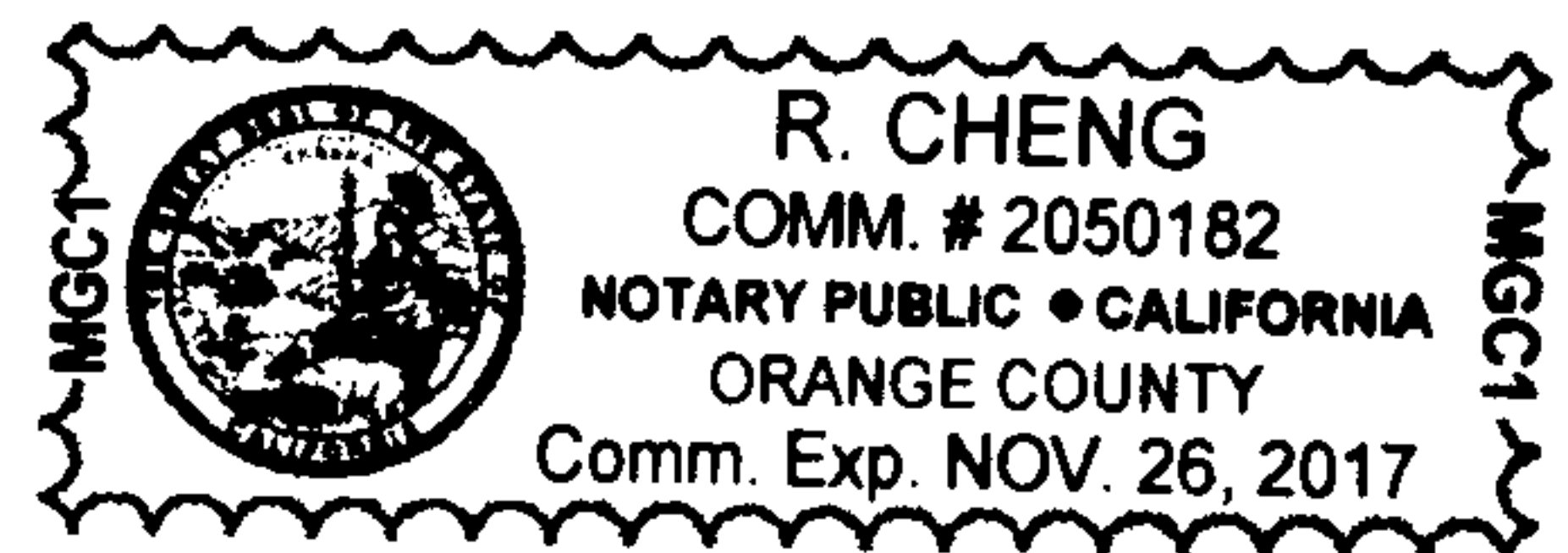
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On March 20, 2015 , before me, R. Cheng, Notary Public, personally appeared Kevin R. McKenzie, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 *R Cheng* (SEAL)
Signature of Notary Public



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STATE OF ALABAMA)
JEFFERSON COUNTY)

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment"), dated as of the 4th day of May, 2001, is by **HEATHERWOOD HOLDINGS, L.L.C.**, an Alabama Limited Liability Company (hereinafter called the "Borrower"), *mortgagor*, whose mailing address is 400 St. Annes Drive, Birmingham, Alabama 35244, Attn: William A. Ochsenhirt, III, in favor of **FIRST COMMERCIAL BANK**, a State Bank (hereinafter called the "Lender"), *mortgagee*, whose mailing address is 800 Shades Creek Parkway, Birmingham, Alabama 35209, Attn: Thomas K. Genetti.

I. RECITALS

This Assignment is made as additional security for a loan by Lender to Borrower in the principal amount of Four Million and No/100 Dollars (\$4,000,000.00) (the "Loan"). The Loan is evidenced by a Promissory Note of even date herewith executed and delivered by Borrower to Lender in said amount (as the same may hereafter be extended, renewed, modified or amended, the "Note"). The Loan is secured by the real property more particularly described on Exhibit "A" attached hereto and the improvements located thereat (collectively, the "Property").

II. GRANTING CLAUSE

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and to secure the payment of the Note and any and all renewals, extensions, modifications, and replacements thereof, and to assure performance of the agreements contained herein and in the Loan Documents, Borrower hereby assigns to Lender (the fullest extent assignable), Borrower's right, title and interest (if any) in:

(a) Any and all Lease Agreements entered into between the Borrower, as lessor, and various parties, as lessee, (the "Leases"), copies of which will be provided to Lender upon execution, together with any other oral and written leases and other agreements for the use or occupancy made or agreed to by, any person or entity (including, without limitation of the foregoing, Borrower and Lender under the powers granted herein) and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to allow any part of the Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively the "Rents") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(c) Any and all moneys, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such moneys, awards or payments, including, but not limited to, damages, are collectively referred to herein as the "Damages") which may hereafter become due pursuant to any of the Leases pertaining to all or any part of the Property;

(d) All rights, powers, privileges, options and other benefits (collectively the "Rights") of Borrower under the Leases, including without limitation of the foregoing:

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions



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thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

(ii) the right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) the right to give all notices, permissions, consents and releases, including consent to the subordination of the interest of a lessee;

(iv) the right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) the right to do any and all other things whatsoever which Borrower is or may become entitled to under the Leases;

(vi) the right to exercise any option required or permitted; and

and Borrower authorizes Lender:

(vii) to manage the Property and let and relet the Property, or any part thereof according to Lender's own discretion;

(viii) to prosecute or defend any suits in connection with the Property in the name of any or all of Lender or Borrower as it may consider desirable;

(ix) to enforce or take any other action in connection with the Leases in the name of any or all of Lender or Borrower;

(x) to make such repairs to the Property as Lender may deem reasonably advisable; and

(xi) to do anything in or about the Property that Lender may deem reasonably advisable or that the Borrower has the right or power to do.

TO HAVE AND TO HOLD unto Lender, its successors and assigns, forever, subject to and upon the terms set forth herein.

Although this instrument constitutes a present assignment of the foregoing Leases, Rights, Rents, Guaranties, Damages, interests and privileges, Borrower shall have the right and license to collect and use all rentals due under the Leases, and subject to the covenants and restrictions on Borrower contained in Section III and the other paragraphs of this instrument, to exercise the rights and privileges herein, provided, herein, that such license shall be revoked during the pendency of an Event of Default (as herein defined).

III. COVENANTS

3.1 **No Other Assignment.** Borrower warrants, represents, and covenants that it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder, that there has been no previous and, without Lender's prior written consent as to form and substance, Borrower will permit no future assignment (as collateral or otherwise) of the Borrower's right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Lender, that, to the best of Borrower's knowledge, the lessees are not in default under the Leases and the best of Borrower's knowledge as of the date hereof, have no defenses, setoffs, or counterclaim against the lessor under the Leases, that no rent reserved in the Leases has been assigned or anticipated,

and that no rent for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the time when the said rent becomes or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Lender by Borrower.

3.2 **Management.** At all times until this Assignment is released, or until the assignment granted hereby is exercised by Lender, and at all times thereafter during which Lender is not in actual or constructive possession of the Property, Borrower shall use all reasonable effort to cause the Property to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Borrower shall not, within the exercise of all reasonable effort, permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected for each current month in advance. Except as otherwise permitted in the Loan Agreement (if applicable), Borrower shall not terminate or alter, modify, amend, or change in any material manner any of the terms of any of the Leases or the Guaranties, or give any consent, concession, or waiver under any of the Leases, or exercise any option available to the lessor under the Leases in the event of casualty damage or condemnation affecting the Property, or accept the surrender thereof or consent to any assignment or subletting under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any or all of the Leases or of any interest therein so as to effect directly or indirectly, promptly or remotely, a merger of the estates and rights of, or a termination or elimination of, the obligations of lessees thereunder, without the prior written consent of the Lender, which consent will not be unreasonably withheld or delayed. Borrower shall not make any other assignment of any interest in the Leases or the Rents accruing from such Leases or from the Property, or subordinate any of the Leases or any security deed, mortgage, or other encumbrance, or permit (within the exercise of all reasonable effort), consent, or agree to such subordination without the prior written consent of the Lender, which consent will not be unreasonably withheld. Subject to Borrower's sound business judgment exercised in good faith, Borrower shall cause prompt action, including legal proceedings, for enforcement of any of the Leases and all other remedies available to lessor thereunder to be commenced against any delinquent or defaulting lessee as soon as reasonably necessary to protect such lessor's interest or immediately upon written request from Lender, and in the event Lender reasonably requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Borrower shall, but only at the discretion of Lender, give any consent of lessor under any of the Leases, or exercise any option available to lessor under any of the Leases in the event of casualty or condemnation affecting the Property. Borrower shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lender from time to time shall require.

3.3 **Execution of Leases.** During the term of the Loan, Borrower shall not permit any Leases to be made hereafter of all or any portion of the Property except with Lender's prior written consent.

3.4 **Notice of Lessor's Default.** Borrower shall cause notice to be given to Lender of any notice of default by the lessor under any of the Leases, which default is of a nature which would permit such lessee to terminate such lessee's lease, promptly upon the receipt of notice of such default, but in all events in sufficient time to afford to Lender an opportunity to cure any such default prior to the lessee under the subject lease having any right to terminate the lease by reason of such default.

3.5 **Lender to be Creditor of Lessee.** To the extent permitted by law, Lender shall be deemed to be the creditor of each lessee in the Leases with respect of any and all claims for Damages, assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessee (without obligation on the part of Lender, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Borrower hereby assigns to Lender any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceedings, with Lender to receive such Damages and monies and hold them in escrow for the purposes of applying Damages or any money received by Lender as such creditor in payment of the principal and interest installments secured by or to be paid under the Loan next falling due. To the extent permitted by law, Borrower hereby

appoints Lender as its irrevocable attorney-in-fact to appear in any action and/or collect any such money, award or payment.

IV. DEFAULTS AND REMEDIES

4.1 **Defaults.** The occurrence of an Event of Default under the Loan Agreement (if applicable) or any of the other Loan Documents shall constitute an Event of Default hereunder.

4.2 **Exercise of This Assignment of Leases and Rents.**

(a) Lender may exercise the assignment hereby granted upon the occurrence and during the continuation of any Event of Default and pursue its rights to collect the Rents or manage the Property, or both, and otherwise exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lender and without waiving such Event of Default.

(b) In the event Lender elects to invoke any of its rights hereunder, and thereafter for any reason relinquishes to the Borrower such rights, this Assignment shall in no respect be terminated but instead remain in full force and effect until the indebtedness represented by the Note is paid in full, it being the intent of the parties that Lender, from time to time upon the occurrence of any Event of Default under this Assignment, which such Event of Default is continuing shall have all the rights granted hereby.

4.3 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Borrower or the Property, or either of them, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

4.4 **Application of Rents.** Lender shall have the power to apply the Rents and Damages, in such order as lender may reasonably determine, to the payment of the indebtedness (in the inverse order of maturity) represented by the Note to the payment of the Loan Documents, including without limitation the payment of all advances and reasonable expenses incurred by Lender under the Mortgage and all reasonable expenses for the care and management of the Property, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents, and servants, which expenses Lender may reasonably deem to be necessary to exercise the powers granted to the Lender hereunder. The receipt by Lender of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for in the Note or the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

4.5 **Limitation of Lender's Obligations.** Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents for the purposes described in this Assignment. Lender shall not be liable for uncollected rents or for any claim for damages or set-offs arising out of Lender's management of the Property other than for damages arising from Lender's gross negligence or willful misconduct. Lender shall not be liable to any lessee under the Leases for the return of any security deposit made under any lease of any portion of the Property unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making the Lender a mortgagee in possession of the Property or any part thereof.

4.6 **Reimbursement.** Borrower shall reimburse, indemnify, and hold harmless Lender for and from any and all reasonable expenses, losses, damages, and liabilities which Lender may incur by reason of

this Assignment, except for any such caused by Lender's gross negligence or willful misconduct, any of the Leases, or reasonable expenses, losses, damages, and liabilities incurred in exercising any of the rights granted in this Assignment other than for Lender's gross negligence or willful misconduct. Any and all amount due to Lender under this Section 4.6 shall be immediately due and payable following written notice to Borrower, and shall be added to the principal amount of the Note and secured by this Assignment and the other Loan Documents.

4.7 **Authorization to Lessees.** Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that an Event of Default has occurred and is continuing under this Assignment without inquiry as to whether any such Event of Default has occurred or whether Lender is rightfully entitled to such rent.

V. MISCELLANEOUS

5.1 **Modification of Loan Terms.** If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, or if the Loan is renewed, modified, or replaced, or if any security for the Loan is released, Borrower and any other parties now or hereafter liable therefor or interested in the Property shall be held to consent to such extensions, renewals, modifications, replacements, and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Lender.

5.2 **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the respective successors and assigns of Borrower and Lender and all persons or entities (including owners and lessees) which may hereafter obtain any interest in the Property.

5.3 **Notices.** Whenever notice may appropriately be given under this Assignment, such notice shall be given in accordance with the provisions for notices as set forth in the Mortgage and Security Agreement of even date herewith.

5.4 **Severability.** If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction, or covenant to any other persons or circumstances shall remain unaffected to the extent permitted by Law.

5.5 **Termination.** The recording of a satisfaction of the Mortgage executed by Borrower to Lender as security for the Loan by Lender shall terminate this Assignment.


5.6 **Governing Law.** THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA. THE LENDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED IN JEFFERSON COUNTY IN THE STATE OF ALABAMA, AND THE BORROWER AGREES THAT THIS ASSIGNMENT SHALL BE DELIVERED TO AND HELD BY LENDER AT SUCH PRINCIPAL PLACE OF BUSINESS, AND THE HOLDING OF THIS ASSIGNMENT BY LENDER THEREAT SHALL CONSTITUTE SUFFICIENT MINIMUM CONTACTS OF BORROWER WITH JEFFERSON COUNTY AND THE STATE OF ALABAMA FOR THE PURPOSE OF CONFERRING JURISDICTION UPON THE FEDERAL AND STATE COURTS PRESIDING IN SUCH COUNTY AND STATE. BORROWER CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE CIRCUIT COURT OF LAW; STATE OF ALABAMA, JEFFERSON COUNTY, ALABAMA OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA AND ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY SUCH COURT IN ANY ACTION OR PROCEEDING INVOLVING THIS ASSIGNMENT. NOTHING HEREIN SHALL LIMIT THE JURISDICTION OF ANY OTHER COURT.

5.7 **Waiver of Jury Trial.** BORROWER WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT OR THE LOAN, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWER WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS ASSIGNMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOAN, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER (WHETHER OR NOT MODIFIED HEREIN) BETWEEN BORROWER AND LENDER SHALL INSTEAD BY TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized manager on the day and year first above written.

BORROWER:


HEATHERWOOD HOLDINGS, L.L.C., an
Alabama Limited Liability Company

By:  [SEAL]
Jonathan L. Kimerling
Its Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jonathan L. Kimerling, whose name as Manager of **HEATHERWOOD HOLDINGS, L.L.C.**, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such manager 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 4th day of May, 2001.


Notary Public - Claude M. Moncus
My Commission Expires: 12/28/03

[NOTARIAL SEAL]

This Instrument Prepared By:

Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
400 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
(205) 879-5959



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EXHIBIT "A"

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:


Beginning at an existing iron rebar being the most northerly corner of Lot 22, Heatherwood, 3rd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 29, run in a southwesterly direction along the west line of Lots 22 and 23 of said subdivision for a distance of 377.71 feet to an existing iron rebar being the most northerly corner of Lot 24 of said Heatherwood, 3rd Sector; thence turn an angle to the left of 16°26'35" and run in a southerly direction along the west line of Lots 24 and 25 of said Heatherwood 3rd Sector a distance of 339.10 feet to an existing iron rebar; thence turn an angle to the left of 16°40'13" and run in a southerly direction along the west line of Lots 26 and 27 of said Heatherwood 3rd Sector for a distance of 326.98 feet to an existing iron rebar being the northwest corner of Lot 28 of said Heatherwood 3rd Sector; thence turn an angle to the right of 0°01'51" and run in a southerly direction along the west line of said Lot 28 for a distance of 144.53 feet to an existing iron rebar being the most southwest corner of said Lot 28; thence turn an angle to the left of 88°25'16" and run in an easterly direction along the south line of said Lot 28 for a distance of 168.63 feet to an existing iron rebar being the southwest corner of said Lot 28 and being on the west right of way line of St. Anne's Drive; thence turn an angle to the right of 72°01'49" and run in a southeasterly direction along the southwest right of way line of St. Anne's Drive for a distance of 31.48 feet to an existing iron rebar being the northeast corner of Lot 29 of said Heatherwood 3rd Sector; thence turn an angle to the right of 107°55'40" and run in a westerly direction for a distance of 178.33 feet to an existing crimp iron pin being the northwest corner of said Lot 29; thence turn an angle to the left of 90° and run in a southerly direction along the west line of said Lot 29 and its southerly extension thereof for a distance of 360.71 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90°22'56" and run in a westerly direction for a distance of 89.64 feet to an existing iron pin set by Laurence D. Weygand and being the southeast corner of Lot 60, Heatherwood 4th Sector 1st Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 11, page 33; thence turn an angle to the right of 89°49'23" and run in a northerly direction along the east line of Lots 60 and 61 of said Heatherwood 4th Sector, 1st Addition for a distance of 282.80 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 76°58'48" and run in a northwesterly direction along the north line of said Lot 61 for a distance of 184.92 feet to an existing iron rebar; thence turn an angle to the right of 0°07'59" and run in a northwesterly direction along the north line of Lot 62 of said Heatherwood 4th Sector 1st Addition for a distance of 36.61 feet to an existing iron rebar; thence turn an angle to the right of 31°54'01" and run in a northwesterly direction along the northeast line of said Lot 62 for a distance of 118.09 feet to an existing iron rebar; thence turn an angle to the right of 74°01'03" and run in a northeasterly direction for a distance of 157.60 feet and being a corner of Lot 63 of Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 15°55'13" and run in a northerly direction along the east line of Lot 63 for a distance of 70.44 feet; thence turn an angle to the left of 54°04'50" and run in a northwesterly direction along the northeast line of Lot 63 for a distance of 42.0 feet; thence turn an angle to the left of 19°58'17" and run in a northwesterly direction along the northeasterly line of Lot 63 for a distance of 70.85 feet to a common corner with Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 113°45'35" and run in a northeasterly direction for a distance of 90.43 feet to a corner on Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 57°31'33" and run in a northerly direction along the east line of said Lot 64 for a distance of 48.72 feet; thence turn an angle to the left of 5°46'25" and run in a northerly direction along the east line of said Lot 64 for a distance of 66.15 feet; thence turn an angle to the left of 57°53'28" and run in a northwesterly direction along the north line of said Lot 64 for a distance of 52.28 feet; thence turn an angle to the left of 23°43'55" and run in a westerly direction along the north line of said Lot 64 for a distance of 48.70 feet to the most easterly corner of Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 19°29'41" and run in a northwesterly direction for a distance of 100.48 feet to a corner of Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 10°02'11" and run in a westerly direction along the north line of said Lot 65 for a distance of 61.57 feet;

Continued.

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thence turn an angle to the left of 3°54'42" and run in a westerly direction along the north line of said Lot 65 for a distance of 61.57 feet; thence turn an angle to the left of 3°54'42" and run in a westerly direction along the north line of said Lot 65 and Lot 66 of said Heatherwood 4th Sector 1st Addition for a distance of 123.04 feet; thence turn an angle to the left of 8°10'53" and run in a westerly direction along the north line of said Lot 66 for a distance of 234.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 129°01'51" and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand and the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of 22°30' and a radius of 321.75 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve for a distance of 126.35 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the left of 75°30' and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 14°0' and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of 7°0' and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 83°0' and run in a northwesterly direction for a distance of 123.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 11°0' and run in a northwesterly for a distance of 207.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 112°30' and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 18°30' and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 104°30' and run in a southeasterly direction for a distance of 118.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 28°45'02" and run in a southeasterly direction for a distance of 81.70 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a southeasterly direction and having a central angle of 13°18'23" and a radius of 381.75 feet; thence turn an angle to the right (109°54'14" to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 88.66 feet to an existing iron rebar set by Laurence D. Weygand and being the point of ending of said curve; thence run in a southwesterly direction along a line tangent to the end of said curve for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90° and run in a northwesterly direction for a distance of 57.26 feet to an existing iron rebar set by Laurence D. Weygand and being a corner of Lot 70, Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 47°05'24" and run in a southwesterly direction for a distance of 146.99 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 40°48'20" and run in a southwesterly direction for a distance of 41.72 feet to an existing iron rebar being a corner of Lot 71-A, Resurvey of Lot 71, Heatherwood 4th Sector 1st Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 24, page 31; thence turn an angle to the right of 106°43'37" and run in a northwesterly direction along the northeast line of said Lot 71-A for a distance of 87.12 feet to an existing iron rebar; thence turn an angle to the left of 45°29'20" and run in a northwesterly direction along the north line of Lot 71-A for a distance of 107.95 feet to an existing iron rebar; thence turn an angle to the left of 35°26'45" and run in a southwesterly direction along the northwest line of said Lot 71-A for a distance of 69.34 feet to an existing iron rebar; thence turn an angle to the left of 35°11'51" and run in a southwesterly direction for a distance of 130.86 feet to an existing iron rebar being on the northeast right of way line of Masters Lane; thence turn an angle to the right of 110°05'29" and run in a northwesterly direction along the northeast right of way line of Masters Lane for a distance of 134.78 feet to the point of beginning of a curve; said curve being concave in an easterly direction and having a central angle of 29°08'07" and a radius of 180.26; thence turn an angle to the right of and run in a northwesterly and northerly direction along the arc of said curve and along the northeast right of way line of Masters Lane for a distance of 91.66 feet to an existing iron rebar set by Laurence D. Weygand and being the southwest corner of Lot 1-A, A resurvey of Heatherwood 4th Sector 3rd Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 20, page 103;

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thence turn an angle to the right and run in a northeasterly direction along the southeast line of said Lot 1-A for a distance of 232.33 feet to an existing iron rebar set by Laurence D. Weygand and being the most easterly corner of said Lot 1-A; then turn an angle to the left of $80^{\circ}59'36''$ and run in a northwesterly direction along the northeast line of said Lot 1-A for a distance of 136.98 feet to an existing iron rebar being the most northerly corner of said Lot 1-A and being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of $79^{\circ}17'47''$ and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 31.51 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction and having a central angle of $57^{\circ}14'30''$ and a radius of 310.16 feet; thence turn an angle to the left and run in a northeasterly direction along arc of said curve along the southeast right of way line of Heatherwood Drive for a distance of 309.87 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve and along the east right of way line of Heatherwood Drive for a distance of 150.48 feet to the point of beginning of a new curve; said newest curve being concave in a southeasterly direction and having a central angle of $47^{\circ}33'28''$ and a radius of 202.97 feet; thence turn an angle to the right and run in a northerly and northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 168.47 feet to a point of compound curve; said newest curve being concave in a southeasterly direction and having a central angle of $17^{\circ}23'17''$ and a radius of 623.96 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 189.36 feet to the point of ending of said curve; thence run in a northeasterly direction along a line tangent to the end of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 125.0 feet to the point of beginning of a new curve, said newest curve being concave in a southeasterly direction and having a centra angle of $26^{\circ}49'49''$ and a radius of 254.85 feet; thence turn an angle to the right and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 119.34 feet to a point of reverse curve; said newest curve being concave in a northwesterly direction and having a central angle of $23^{\circ}56'02''$ and a radius of 162.19 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 67.75 feet; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 10.0 feet to a point on a curve, said curve being concave in a northwesterly direction and having a central angle of $7^{\circ}34'25''$ and a radius of 378.25 feet; thence turn an angle to the left and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 50.0 feet to a point of reverse curve, said newest curve being concave in a southerly direction and having a central angle of $75^{\circ}18'09''$ and a radius of 75.0 feet; thence turn an angle to the right and run in a northeasterly, easterly and southeasterly direction along the arc of said curve for a distance of 91.63 feet to a point on the south right of way line of St. Anne's Drive; thence run in a southeasterly direction along the south right of way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 22.44 feet to the point of beginning of a new curve; said latest curve being concave in a northerly direction having a central angle of $25^{\circ}23'25''$ and a radius of 602.34 feet; thence turn an angle to the left and run in an easterly direction along the arc of said curve for a distance of 266.92 feet to the point of ending of said curve; thence run in an easterly direction along the south right of way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 99.07 feet to the northwest corner of Lot 19 Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 28 ; thence turn an angle to the right of 90° and run in a southerly direction along the west line of Lots 19, 18 and 17 of said Heatherwood 2nd Sector for a distance of 434.35 feet; thence turn an angle to the left of $28^{\circ}06'$ and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 83.26 feet; thence turn an angle to the left of $4^{\circ}09'$ and run in a southeasterly direction along the southwest line of Lot 16 of said Heatherwood 2nd Sector for a distance of 53.30 feet; thence turn an angle to the left of $15^{\circ}05'30''$ and run in a southeasterly direction along the southwest line of said Lot 16 for a distance of 99.33 feet; thence turn an angle to the left of $25^{\circ}13'$ and run in an easterly direction along the south line of Lot 16 for a distance of 34.62 feet; thence turn an angle to the left of $55^{\circ}58'$ and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 64.66 feet; thence turn an angle to the left of $10^{\circ}21'$ and run in a northeasterly direction for a distance of 78.55 feet to the most southerly corner of said Lot 15 of said Heatherwood 2nd Sector;

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thence turn an angle to the right of 1°33'30" and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 136.63 feet; thence turn an angle to the right of 11°19'45" and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 58.45 feet; thence turn an angle to the left of 18°28'15" and run in a northeasterly direction along the east line of said Lot 15 for a distance of 59.84 feet to an existing iron rebar being the southeast corner of Lot 14 of said Heatherwood 2nd Sector; thence turn an angle to the left of 6°25'29" and run in a northeasterly direction along the southeast line of Lots 14 and 12 of said Heatherwood 2nd Sector for a distance of 315.64 feet to an existing iron rebar being the southwest right of way line of St. Anne's Drive; thence turn an angle to the right of 101°35'27" and run in a southeasterly direction along the southwest right of way line of St. Anne's Drive for a distance of 107.23 feet to an existing iron rebar being the point of beginning.

Lot 37A, Resurvey of Lots 30 and 37, Heatherwood 4th Sector, 2nd Addition, as recorded in Map Book 15, page 53, in the Probate Office of Shelby County, Alabama.

AND:

Part of the South 1/2 of Section 9, Township 19 South Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most westerly corner of Lot 24, Heatherwood Fourth Sector as recorded in the Probate Office of Shelby County, Alabama in Map Book 9, pages 161 through 163, run in a southeasterly direction along the southwest line of said Lot 24 for a distance of 167.74 feet to an existing iron rebar; thence turn an angle to the left of 58°03'05" and run in a northeasterly direction along the southeast line of said Lot 24 for a distance of 104.41 feet to an existing iron rebar being the most southerly corner of Lot 25 of said Heatherwood Fourth Sector; thence turn an angle to the left of 19°46'43" and run in a northeasterly direction along the southeast line of said Lot 25 for a distance of 143.96 feet to an existing iron rebar being the most southerly corner of Lot 26 of said Heatherwood Fourth Sector; thence turn an angle to the left of 0°12'22" and run in a northeasterly direction along the southeast line of said Lot 26 for a distance of 147.52 feet to an existing iron rebar being the most southerly corner of Lot 27 of said Heatherwood Fourth Sector; thence turn an angle to the right of 1°58'19" and run in a northeasterly direction along the southeast line of said Lot 27 for a distance of 137.90 feet to an existing iron rebar being the most southerly corner of Lot 28 in said Heatherwood Fourth Sector; thence turn an angle to the right of 3°04'04" and run in a northeasterly direction along the southeast line of said Lot 28 for a distance of 123.81 feet to an existing iron rebar being the most southerly corner of Lot 29 of said Heatherwood Fourth Sector; thence turn an angle to the right of 3°01'49" and run in a northeasterly direction along the southeast line of said Lot 29 for a distance of 133.34 feet to an existing iron rebar being the most southerly corner of Lot 30 of said Heatherwood Fourth Sector; thence turn an angle to the right of 8°15'35" and run in a northeasterly direction for a distance of 45.47 feet to an existing iron rebar being the most westerly corner of Heatherwood Fourth Sector, Second Addition as recorded in the Probate Office of Shelby County, Alabama in map Book 12, pages 79 through 81; thence turn angle to the right of 82°48'26" and run in a southeasterly direction along the southwest line of Lot 36 in said Heatherwood Fourth Sector Second addition for a distance of 171.61 feet to an existing iron rebar being the most westerly corner of Lot 35 in said Heatherwood Fourth Sector Second Addition; thence turn an angle to the right of 1°11'29" and run in a southeasterly direction along the southwest line of said Lot 35 for a distance of 170.50 feet to an existing iron rebar being the most westerly corner of Lot 34 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 8°05'04" and run in a southeasterly direction along the southwest line of said Lot 34 for a distance of 167.82 feet to an existing iron rebar; thence turn an angle to the left of 21°03'21" and run in a southeasterly direction along the south line of Lots 34 and 33 in said Heatherwood Fourth Sector Second Addition for a distance of 239.90 feet to an existing iron rebar; thence turn an angle to the left of 86°48'21" and run in a northeasterly direction for a distance of 33.85 feet to an existing iron rebar; thence turn an angle to the left of 33°54'44" and run in a northwesterly direction along the northeast line of Lot 33 of said Heatherwood Fourth Sector Second Addition for a distance of 257.43 feet to an existing iron rebar; thence turn an angle to the left of 7°58'58" and run in a northwesterly direction for a distance of 266.39 feet to an existing iron rebar being the most northerly corner of Lot 32 of said Heatherwood Fourth Sector Second Addition;

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thence turn an angle to the left of $96^{\circ}06'23''$ and run in a southwesterly direction for a distance of 148.97 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Heatherwood Place; thence turn an angle to the right of $90^{\circ}39'23''$ and run in a northwesterly direction along the northeast right of way line of Heatherwood Place for a distance of 141.59 feet to an existing iron rebar set by Laurence D. Weygand and being the most southerly corner of Lot 32, Heatherwood Fourth Sector, as recorded in Map Book 9, pages 161 through 163; thence turn an angle to the right of $86^{\circ}47'14''$ and run in a northeasterly direction along the southeast line of said Lot 32 for a distance of 176.18 feet to an existing iron rebar being the most southerly corner of Lot 33, of said Heatherwood Fourth Sector; thence turn an angle to the left of $23^{\circ}38'51''$ and run in a northeasterly direction along the southeast line of said lot 33 for a distance of 126.06 feet to an existing iron rebar; thence turn an angle to the right of $13^{\circ}30'10''$ and run in a northeasterly direction along the southeast line of Lot 34 of said Heatherwood Fourth Sector for a distance of 165.88 feet to an existing iron rebar; thence turn an angle to the left of $9^{\circ}30'30''$ and run in a northeasterly direction along the southeast line of Lot 35, Heatherwood Fourth Sector for a distance of 202.06 feet to an existing iron rebar; thence turn an angle to the left of $19^{\circ}33'33''$ and run in a northeasterly direction along the southeast line of Lot 36 of said Heatherwood Fourth Sector for a distance of 212.22 feet to an existing iron rebar; thence turn an angle to the right of $5^{\circ}12'53''$ and run in a northeasterly direction for a distance of 326.00 feet to an existing iron rebar being the most easterly corner of Lot 38 of sid Heatherwood Fourth Sector and also being on the southwest right of way line of Masters Lane and being on a curve, said curve being concave in a northeasterly direction and having ga deflection angle of $3^{\circ}01'36''$ and a radius of 240.26 feet; thence turn an angle to the right ($115^{\circ}52'33''$ to the chord of said curve) and run in a southeasterly direction along the arc of said curve for a distance of 25.38 feet to the point of ending of said curve; thence continue in a southeasterly direction along a line tangent to the end of said curve and along the southwest right of way line of Masters Lane for a distance of 145.78 feet to an existing iron rebar being the most northerly corner of Lot 41, Heatherwood Fourth Sector First Addition as recorded in the Probate Office of Shelby County, Alabama, in Map Book 11, page 33; thence turn an angel to the right of $58^{\circ}59'15''$ and run in a southerly direction along the west line of sid Lot 41 for a distance of 194.15 feet to an existing iron rebar; thence turn an angle to the right of $8^{\circ}41'42''$ and run in a southwesterly direction along the northwest line of Lot 37 Heatherwood Fourth Sector Second Addition, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 12, pages 79 through 81, for a distance of 219.83 feet to an existing iron rebar; thence turn an angle to the right of $8^{\circ}33'59''$ and run in a southwesterly direction along the west line of sid Lot 37 for a distance of 126.90 feet to an existing iron rebar; thence turn an angle to the right of $11^{\circ}03'59''$ and run in a southwesterly direction for a distance of 292.85 feet to an existing iron rebar being on the northwest line of Lot 30 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of $16^{\circ}47'45''$ and run in a southwesterly direction along the northwest line of said Lot 30 Heatherwood Fourth Sector Second Addition, for a distance of 135.83 feet to an existing iron rebar being the most westerly corner of said Lot 30; thence turn an angle to the left of $90^{\circ}28'18''$ and run in a southeasterly direction along the southwest line of said Lot 30 for a distance of 254.07 feet to an existing iron rebar being on the west right of way line of Turnberry Road, said west right of way line being on a curve, said curve being concave in an easterly direction and having a deflection angle of $1^{\circ}51'01''$ and a radius of 515.39 feet; thence turn an angle to the right ($62^{\circ}50'09''$ to the chord of said curve) and run in a southerly direction along the arc of said curve and said west right of way for a distance of 33.29 feet to the point of ending of said curve; thence continue in a southerly direction and along the west right of way line of Turnberry Road and along a line tangent to the end of said curve for a distance of 735.85 feet to an existing iron rebar being the northeast corner of Lot 10, Heatherwood Fourth Sector Second Addition; thence turn an angle to the right of $89^{\circ}59'56''$ and run in a westerly direction along the north line of said Lot 10 for a distance of 146.93 feet to an existing iron rebar; thence turn an angle to the left of $19^{\circ}57'47''$ and run in a southwesterly direction along the north line of said Lot 10 for a distance of 92.55 feet to an existing iron rebar; thence turn an angle to the right of $22^{\circ}01'08''$ and run in a westerly direction along the north lines of Lots 9, 8, 7, 6, 5 and 4 in said Heatherwood Fourth Sector Second Addition for a distance of 1068.86 feet to an existing iron rebar being the northwest corner of said Lot 4; thence turn an angle to the right of $128^{\circ}59'26''$ and run in an northeasterly direction along the southeast line of Lot 2 in said Heatherwood Fourth Sector Second Addition for a distance of 113.58 feet to an existing iron rebar;

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thence turn an angle to the left of 105°49'03" and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 53.41 feet to an existing iron rebar; thence turn an angle to the left of 45°03'31" and run in a southwesterly direction along the north line of said Lot 2 for a distance of 14.16 feet to an existing iron rebar; thence turn an angle to the right of 45°02'29" and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 120.81 feet to an existing iron rebar being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of 114°44'09" and run in a northeasterly direction along the southeast right of way line of said Heatherwood Drive for a distance of 39.20 feet, more or less, to the point of beginning.

Part of the East 1/2 of Section 9, Township 19 south, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most northerly corner of Lot 2, Heatherwood, 3rd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 29, run in a southwesterly direction along the north line of said Lot 2 for a distance of 111.91 feet to an existing iron rebar being the northwest corner of said Lot 2; thence turn an angle to the left of 50°25'06" and run in a southwesterly direction along the west lines of Lots 2, 3 and 4 of said Heatherwood 3rd Sector for a distance of 442.54 feet to an existing iron rebar; thence turn an angle to the left of 13°08'59" and run in a southerly direction along the west line of Lots 5, 6, 7 and 8 of said Heatherwood 3rd Sector for a distance of 517.89 feet to an existing iron rebar; thence turn an angle to the right of 92°11'29" and run in a westerly direction along the north line of Lots 10, 11 and 12 of said Heatherwood 3rd Sector for a distance of 419.96 feet to an existing iron rebar on the east right of way line of St. Anne's Drive; thence turn an angle to the right of 72°06'36" and run in a northwesterly direction along the east right of way line of St. Anne's Drive for a distance of 31.46 feet to an existing iron rebar being the southwest corner of Lot 13, Heatherwood 3rd Sector; thence turn an angle to the right of 107°48'21" and run in an easterly direction along the south line of said Lot 13 for a distance of 212.35 feet to an existing iron rebar being on the southeast corner of said Lot 13; thence turn an angle to the left of 92°06'38" and run in a northerly direction for a distance of 521.22 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 3rd Sector; thence turn an angle to the right of 22°45'23" and run in a northeasterly direction along the southeast line of Lots 17, 18 and 19 of said Heatherwood 3rd Sector for a distance of 364.46 feet to an existing iron pin; thence turn an angle to the left of 23°04'37" and run in a northerly direction along the east line of Lots 19 and 20 of said Heatherwood 3rd Sector for a distance of 208.82 feet to an existing crimp iron pin; thence turn an angle to the left of 27°50'06" and run in a northwesterly direction along the northeast line of Lots 20 and 21 of said Heatherwood 3rd Sector for a distance of 258.34 feet to an existing crimp iron pin being the most northerly corner of said Lot 21; thence turn an angle to the left of 90°05'14" and run in a southwesterly direction along the northwest line of said Lot 21 for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the right of 90° and run in a northwesterly direction along the northeast right of way line of St. Anne's Drive for a distance of 30.0 feet to an existing iron rebar being the most southerly corner of Lot 11 of Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 28; thence turn an angle to the right of 90° and run in a northeasterly direction along the southeast line of said Lot 11 for a distance of 150.22 feet to an existing iron rebar being the most easterly corner of said Lot 11; thence turn an angle to the left of 89°59'19" and run in a northwesterly direction along the northeast line of said Lot 11 for a distance of 191.29 feet to an existing crimp iron pin being the most easterly corner of Lot 10 of said Heatherwood 2nd Sector; thence turn an angle to the left of 26°07'33" and run in a northwesterly direction along the northeast lines of Lots 10 and 9 of said Heatherwood 2nd Sector for a distance of 221.06 feet to an existing iron rebar; thence turn an angle to the right of 75°21'52" and run in a northeasterly direction for a distance of 180.47 feet to an existing iron pin; thence turn an angle to the right of 0°04'32" and run in a northeasterly direction for a distance of 75.01 feet to an existing iron rebar being the most easterly corner of Lot 7-A, A Resurvey of Lot 7, Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 4; thence turn an angle to the left of 85°56'51" and run in a northwesterly direction along the northeast line of said Lot 7-A for a distance of 276.74 feet; thence turn an angle to the left of 48°16'45" and run in a southwesterly direction along the northwest line of Lot 6, of said Heatherwood 2nd Sector for a distance of 235.01 feet;

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thence turn an angle to the right of $0^{\circ}0'21''$ and run in a southwesterly direction for a distance of 61.41 feet to an existing crimp iron pin being on the northwest line of Lot 5-A, A Resurvey of Lots 2 and 5, Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 32; thence turn an angle to the left of $2^{\circ}39'27''$ and run in a southwesterly direction for a distance of 109.72 feet to an existing iron rebar being the most northerly corner of Lot 2-A of said aforementioned Resurvey of Lots 2 and 5, Heatherwood 2nd Sector; thence turn an angle to the left of $98^{\circ}15'33''$ and run in a southeasterly direction along the northeast line of said Lot 2-A for a distance of 79.47 feet to an existing crimp iron pin being the most easterly corner of said Lot 2-A; thence turn an angle to the right of $59^{\circ}43'21''$ and run in a southwesterly direction along the southeast line of said Lot 2-A for a distance of 145.89 feet to a point on the northeast right of way line of St. Anne's Drive and being on a curve, said curve being concave in a northeasterly direction and having a central angle of $17^{\circ}43'27''$ and radius of 729.39 feet; thence turn an angle to the right ($102^{\circ}06'55''$ to the chord of said curve) and run in a northwesterly direction along the arc of said curve and along the northeast right of way line of St. Anne's Drive for a distance of 225.63 feet to the point of ending of said curve; thence run in a northwesterly direction along the northeast right of way line of said St. Anne's Drive and along a line tangent to the end of said curve for a distance of 21.76 feet to the point of beginning of a new curve, said newest curve being concave in an easterly direction and having a central angle of $77^{\circ}35'20''$ and a radius of 75.0 feet; thence turn an angle to the right and run in a northwesterly, northerly and northeasterly direction along the arc of said curve for a distance of 101.56 feet to a point on the southeast right of way line of Heatherwood Drive; thence run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 51.41 feet; thence turn an angle to the left and run in a northwesterly direction for a distance of 10.0 feet to a point on the northeast right of way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of $14^{\circ}50'49''$ and a radius of 849.0 feet; thence turn an angle to the right (90° to tangent) and run in a northeasterly direction along the arc of said curve for a distance of 220.0 feet to the southwest corner of Lot 3, Heatherwood 1st Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 27; thence turn an angle to the right and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 187.06 feet to the most southerly corner of said Lot 3; thence turn an angle to the left of $103^{\circ}10'48''$ and run in a northerly direction along the east line of said Lot 3 for a distance of 101.51 feet; thence turn an angle to the right of $22^{\circ}35'36''$ and run in a northeasterly direction along the east line of said Lot 3 for a distance of 42.23 feet to the most southerly corner of Lot 4 of said Heatherwood 1st Sector; thence turn an angle to the right of $7^{\circ}05'48''$ and run in a northeasterly direction along the southeast line of said Lot 4, Heatherwood 1st Sector for a distance of 145.69 feet to the southeast corner of Lot 5 of said Heatherwood 1st Sector; thence turn an angle to the left of $12^{\circ}35'30''$ and run in a northeasterly direction for a distance of 86.09 feet to a common corner of Lots 5 and 7 of said Heatherwood 1st Sector; thence turn an angle to the right of $83^{\circ}34'08''$ and run in a southeasterly direction for a distance of 83.32 feet; thence turn an angle to the left of $28^{\circ}17'36''$ and run in a northeasterly direction for a distance of 34.18 feet; thence turn an angle to the left of $14^{\circ}29'06''$ and run in a northeasterly direction for a distance of 47.95 feet; thence turn an angle to the left of $23^{\circ}33'12''$ and run in a northeasterly direction for a distance of 44.30 feet; thence turn an angle to the left of $28^{\circ}19'30''$ and run in a northerly direction along the east line of Lot 8, Heatherwood 1st Sector for a distance of 51.07 feet; thence turn an angle to the left of $9^{\circ}8'12''$ and run in a northerly direction for a distance of 111.01 feet to the southeast corner of Lot 9 of said Heatherwood 1st Sector; thence turn an angle to the right of $19^{\circ}53'22''$ and run in a northerly direction along the east line of said Lot 9, Heatherwood 1st Sector for a distance of 59.93 feet; thence turn an angle to the right of $25^{\circ}18'46''$ and run in a northeasterly direction for a distance of 69.94 feet; thence turn an angle to the left of $21^{\circ}34'25''$ and run in a northerly direction for a distance of 23.98 feet to the northeast corner of said Lot 9; thence turn an angle to the left of $10^{\circ}56'09''$ and run in a northerly direction along the east line of Lot 10 of said Heatherwood 1st Sector for a distance of 74.52 feet; thence turn an angle to the left of $35^{\circ}54'39''$ and run in a northwesterly direction along the northeast line of said Lot 10 for a distance of 85.21 feet to an existing crimp iron pin being the southeast corner of Lot 13 of said Heatherwood 1st Sector; thence turn an angle to the right of $16^{\circ}30'02''$ and run in a northerly direction for a distance of 457.83 feet to an existing iron rebar being the northeast corner of Lot 15 of said Heatherwood 1st Sector,

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thence turn an angle to the left of 67°06'04" and run in a northwesterly direction along the north line of said Lot 15 for a distance of 135.24 feet to an existing iron rebar being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of 90°36'20" and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 31.26 feet to an existing iron rebar being the most westerly corner of Lot 16, Heatherwood 1st Sector; thence turn an angle to the right of 90°05'24" and run in a southeasterly direction along the southwest line of Lot 16 for a distance of 139.75 feet to an existing iron rebar; then turn an angle to the left of 64°02'16" and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 61.07 feet to an existing iron rebar being the southwest corner of Lot 17 of said Heatherwood 1st Sector; thence turn an angle to the right of 76°48'31" and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 98.66 feet to an existing iron rebar being the most westerly corner of Lot 18 of said Heatherwood 1st Sector; thence turn an angle to the right of 0°42'48" and run in a southeasterly direction along the southwest line of Lot 18 for a distance of 169.98 feet to an existing iron rebar; thence turn an angle to the right of 73°48'52" and run in a southerly direction along the west line of Lot 19-A and 24-A, A Resurvey of Lots 19-30, Heatherwood, 1st Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 25 for a distance of 253.84 feet to an existing iron rebar; thence turn an angle to the left of 53°46'01" and run in a southeasterly direction along the southwest line of Lots 25-A of a Resurvey of Lots 19-30 Heatherwood 1st Sector for a distance of 179.34 feet; thence turn an angle to the left of 19°23'31" and run in a southeasterly direction for a distance of 86.93 feet; thence turn an angle to the right of 13°04'38" and run in a southeasterly direction for a distance of 60.0 feet to the most southerly corner of Lot 26-A of said aforementioned Resurvey; thence turn an angle to the left of 54°08'04" and run in a northeasterly direction for a distance of 124.96 feet to an existing iron rebar; thence turn an angle to the right of 101°09'53" and run in a southerly direction along the west line of Lot 28-A and Lot 30-A for a distance of 282.38 feet to an existing iron rebar being the northwest corner of Lot 31 of said Heatherwood 1st Sector; thence turn an angle to the left of 26°13' and run in a southeasterly direction for a distance of 167.15 feet to an existing iron rebar being the northwest corner of Lot 32 of said Heatherwood 1st Sector; thence turn an angle to the right of 17°38'45" and run in a southeasterly direction along the west line of said Lot 32 for a distance of 132.50 feet to an existing iron rebar; thence turn an angle to the left of 50°29'31" and run in a southeasterly direction for a distance of 114.54 feet to an existing iron rebar; thence turn an angle to the left of 30°46'16" and run in an easterly direction for a distance of 60.07 feet to a point on the west right of way line of Oakmont Road; thence turn an angle to the right of 89°50'32" and run in a southerly direction along the west right of way line of Oakmont Road for a distance of 245.36 feet to an existing iron rebar set by Laurence D. Weygand and being the northeast corner of Lot 28-A, Resurvey of Lots 27-A and 28, Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 10, page 60; thence turn an angle to the right of 89°58'28" and run in a westerly direction for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the left of 90°00'17" and run in a southerly direction along the west line of Lot 28-A of aforementioned Resurvey and also the west line of Lots 24-A and 26-A of a Resurvey of Lots 21-27, Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 26 all for a distance of 724.55 feet to an existing iron rebar being the southwest corner of said Lot 24-A; thence turn an angle to the left of 89°55'58" and run in an easterly direction for a distance of 149.85 feet to an existing iron rebar being the southeast corner of said Lot 24-A and being on the west right of way line of Oakmont Road; thence turn an angle to the right of 89°48' and run in a southerly direction along the west right of way line of Oakmont Road for a distance of 296.76 feet, more or less, to the point of beginning.

Part of the SW 1/4 of Section Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at to an existing iron rebar being on the southwest right of way line of Coshatt Trail being the most northerly corner of Lot 1, Phase I Heatherwood 8th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 16, page 118, run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 82.12 feet to an existing iron rebar being the most westerly corner of said Lot 6;

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thence turn an angle to the left of $96^{\circ}02'57''$ and run in a southeasterly direction along the southwest line of said Lot 6 for a distance of 212.26 feet to an existing iron rebar being the most westerly corner of Lot 5 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of $0^{\circ}45'51''$ and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 162.75 feet to an existing iron rebar; thence turn an angle to the left of $72^{\circ}59'31''$ and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 44.67 feet to an existing iron rebar; thence turn an angle to the left of $16^{\circ}41'09''$ and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 152.15 feet to an existing iron rebar being on the southwest right of way line of Coshatt Trail; thence turn an angle to the right of $93^{\circ}47'$ and run in a southeasterly direction along the southwest right of way line of Coshatt Trail for a distance of 20.07 feet to an existing iron rebar being the most northerly corner of Lot 4, Phase I Heatherwood 8th Sector; thence turn an angle to the right of $86^{\circ}14'12''$ and run in a southwesterly direction along the northwest line of said Lot 4 for a distance of 153.78 feet to an existing iron rebar; thence turn an angle to the right of $16^{\circ}47'45''$ and run in a southwesterly direction for a distance of 40.66 feet to an existing iron rebar being the most westerly corner of said Lot 4; thence turn an angle to the left of $100^{\circ}57'21''$ and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 127.50 feet to an existing iron rebar being the most westerly corner of Lot 3 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of $4^{\circ}30'32''$ and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 143.04 feet to an existing iron rebar being the most westerly corner of Lot 2 of said Phase I Heatherwood 8th Sector; thence turn an angle to the left of $0^{\circ}0'11''$ and run in a southeasterly direction along the southwest line of Lots 2 and 1 of said subdivision for a distance of 385.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $68^{\circ}46'35''$ and run in a southwesterly direction along the northwest line of Lot 23 Heatherwood 4th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 163 for a distance of 80.97 feet to an existing iron rebar; thence turn an angle to the left of $81^{\circ}38'47''$ and run in a southeasterly direction along the southwest line of said Lot 23 for a distance of 249.85 feet to an existing iron rebar being the most southerly corner of said Lot 23 and being on the northwest right of way line of Heatherwood Drive, said right of way line being in a curve, said curve being concave in a northwesterly direction and having a central angle of $4^{\circ}57'41''$ and a radius of 1500.03 feet; thence turn an angle to the right ($89^{\circ}54'56''$ to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along said Northwest right of way line for a distance of 129.89 feet; thence run in a southwesterly direction along the northwest right of way line of said Heatherwood Drive and along a line tangent to the end of said curve for a distance of 45.92 feet to the point of beginning of a new curve, said new curve being concave in a southeasterly direction and having a central angle of $1^{\circ}38'53''$ and a radius of 5468.14 feet; thence turn an angle to the left and run in a southwesterly direction along the arc of said curve and along the northwest right of way line of said Heatherwood Drive for a distance of 157.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of ($99^{\circ}26'29''$ from the chord of last mentioned curve) and run in a northwesterly direction for a distance of 1396.75 feet to an existing iron rebar being the southwest corner of Lot 7, Phase I Heatherwood 8th Sector; thence turn an angle to the right of $86^{\circ}12'43''$ and run in a northeasterly direction along the southeast line of said Lot 7 for a distance of 362.88 feet to the most easterly corner of said Lot 7 and being on the southwest right of way line of Coshatt Trail; thence turn an angle to the right and run in a southeasterly direction along the curved southwest right of way line of Coshatt Trail for a distance of 42.75 feet, more or less, to the point of beginning.

PARCEL I:

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of Lot 9, Heatherwood Sector 1- 1st Addition as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 66, run in a southerly direction along the west line of said Lot 9 and Lot 8 of said subdivision for a distance of 310.39 feet to an existing crimp iron pin; thence turn an angle to the left of $10^{\circ}13'3''$ and run in a southeasterly direction along the west line of Lot 7 of said Heatherwood Sector 1- 1st Addition for a distance of 142.20 feet to an existing crimp iron pin being the northwest corner of Lot 6 of said Heatherwood Sector 1- 1st Addition;

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thence turn an angle to the right of 2°38'22" and run in a southeasterly direction along the west line of said Lot 6 for a distance of 151.33 feet to an existing crimp iron pin; thence turn an angle to the right of 7°32'16" and run in a southerly direction along the west line of Lot 5 of said Heatherwood Sector 1- 1st Addition for a distance of 139.95 feet to an existing crimp iron pin; thence turn an angle to the right of 4°01'03" and run in a southerly direction along the west line of Lot 4 of Heatherwood Sector 1- 1st Addition for a distance of 140.47 feet to an existing crimp iron pin; thence turn an angle to the left of 10°59'39" and run in a southerly direction along the west line of Lot 3 of said Heatherwood Sector 1- 1st Addition for a distance of 161.56 feet to an existing iron rebar being the southwest corner of said Lot 3; thence turn an angle to the left of 83°15'31" and run in an easterly direction along the south line of Lot 3 for a distance of 150.68 feet to an existing iron rebar being the southeast corner of said Lot 3 and being on the west right of way line of Heatherwood Drive; thence turn an angle to the right of 90° and run in a southerly direction along the west right of way line of Heatherwood Drive for a distance of 224.76 feet to the point of beginning of a curve, said curve being concave in a westerly direction and having a central angle of 10°53'34" and a radius of 789.0 feet; thence turn an angle to the right and run in a southerly direction along the arc of said curve and along the west right of way line of Heatherwood Drive for a distance of 150.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (92°00'54" from the chord of last mentioned curve) and run in a westerly direction for a distance of 360.96 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 26°03'49" and run in a northwesterly direction for a distance of 315.0 feet; thence turn an angle to the right of 33°30' and run in a northwesterly direction 314.58 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle left 9°16'48" and run in a northwesterly direction for a distance of 186.81 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 29°44'02" and run in a northerly direction for a distance of 96.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27°46'45" and run in a northwesterly direction for a distance of 322.64 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 45°43'33" and run in a northeasterly direction for a distance of 90.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 36°07'14" and run in a northeasterly direction for a distance of 190.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°14'05" and run in a southeasterly direction for a distance of 270.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°40'55" and run in a southeasterly direction for a distance of 309.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 96°11'29" and run in a northeasterly direction for a distance of 73.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 43°38'43" and run in a northerly direction for a distance of 84.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°36'18" and run in a northeasterly direction for a distance of 142.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 33°47'53" and run in a northwesterly direction for a distance of 196.77 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°06'36" and run in a northeasterly direction for a distance of 83.25 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°30'45" and run in an easterly direction for a distance of 104.18 feet, more or less, to the point of beginning.

PARCEL II:

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Beginning at an existing iron rebar being the most easterly corner of Lot 2, Heatherwood 4th Sector, as recorded in the Probate Office of Shelby County, Alabama., in Map Book 9, page 161, run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 109.98 feet to an existing iron rebar; thence turn an angle to the left of 76°28'56" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 151.02 feet to an existing iron rebar; thence turn an angle to the right of 2°29'23" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 88.44 feet to an existing iron rebar being the most westerly corner of said Lot 2:

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thence turn an angle to the right of 26°57'57" and run in a westerly direction along the north line of Lot 2-A of Heatherwood 4th Sector, for a distance of 193.10 feet to an existing nail in concrete; thence turn an angle to the left of 40°19'02" and run in a southwesterly direction along the northwest line of said Lot 2-A for a distance of 20.68 feet to an existing nail in a stump being the most northerly corner of Lot 3 of said Heatherwood 4th Sector;; thence turn an angle to the left of 0°15'40" and run in a southwesterly direction along the northeast line of Lot 3 of said Heatherwood 4th Sector, for a distance of 126.66 feet to an existing iron rebar; thence turn an angle to the left of 49°38'18" and run in a southerly direction for a distance of 88.24 feet to an existing iron rebar; thence turn an angle to the right of 59°35'58" and run in a southwesterly direction along the northwest line of said Lot 6, Heatherwood 4th Sector, for a distance of 96.16 feet to an existing nail in a rock; thence turn an angle to the right of 13°59'09" and run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 80.86 feet to an existing iron rebar being the northeast corner of Lot 7 of said Heatherwood 4th Sector; thence turn an angle to the right of 2°47'55" and run in a southwesterly direction along the north line of said lot 7 for a distance of 147.58 feet to an existing iron rebar; thence turn an angle to the right of 18°19'35" and run in a westerly direction along the north line of said Lot 7 for a distance of 178.66 feet to an existing iron rebar; thence turn an angle to the left of 120°51'45" and run in a southeasterly direction along the west line of said Lot 7 more or less 140.40 feet to an existing iron rebar; thence turn an angle to the right of 8°49'33" and run in a southerly direction along the west line of said Lot 7 for a distance of 109.99 feet to an existing iron rebar being the most northerly corner of Lot 9 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°04'17" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 154.55 feet to an existing iron rebar; thence turn an angle to the left of 20°39'33" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 78.74 feet to an existing iron rebar; thence turn an angle to the right of 10°02'28" and run in a southeasterly direction along the west line of said lot 9 for a distance of 27.97 feet to an existing iron rebar being the most westerly corner of Lot 10 of said subdivision; thence turn an angle to the left of 0°06'33" and run in a southeasterly direction along the west line of said Lot 10 for a distance of 120.92 feet to an existing iron rebar; thence turn an angle to the right of 21°42'51" and run in a southerly direction along the west line of said Lot 10 for a distance of 101.37 feet to an existing iron rebar being the northwest corner of Lot 12 of said subdivision; thence turn an angle to the right of 0°03'57" and run in a southerly direction along the west line of said Lot 12 for a distance of 51.04 feet to an existing iron rebar; thence turn an angle to the right of 6°27'27" and run in a southerly direction along the west line of said Lot 12 for a distance of 120.98 feet to an existing iron rebar being the northwest corner of Lot 13 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°07'32" and run in a southerly direction along the west line of said Lot 13 for a distance of 115.13 feet to an existing iron rebar being the most northerly corner of Lot 14 of said Heatherwood 4th Sector; thence turn an angle to the right of 25°12'38" and run in a southwesterly direction along the northwest line of Lot 14 of said subdivision for a distance of 119.05 feet to an existing iron rebar being the most northerly corner of Lot 15 of said Heatherwood 4th Sector; thence turn an angle to the right of 9°12'34" and run in a southwesterly direction along the northwest line of said Lot 15 for a distance of 113.60 feet to an existing iron rebar being the most northerly corner of Lot 16 of said Heatherwood 4th Sector; thence turn an angle to the right of 1°22'08" and run in a southwesterly direction along the northwest line of said Lot 16 for a distance of 178.79 feet to an existing iron rebar being the most northerly corner of Lot 17 of said Heatherwood 4th Sector; thence turn an angle to the right of 2°38'21" and run in a southwesterly direction along the northwest line of said Lot 17 for a distance of 136.62 feet to an existing iron rebar being the most northerly corner of Lot 18 of said Heatherwood 4th Sector; thence turn an angle to the right of 5°34'01" and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 145.65 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 0°40'06" and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 50.68 feet to an existing iron rebar set by Laurence D. Weygand being the most westerly corner of said Lot 18 and being on the northeast right of way of Spyglass Lane and being on a curve, said curve being concave in a southwesterly direction and having a central angle of 0°15'39" and a radius of 700.0 feet; thence turn an angle to the right (90° to tangent) and run in a northwesterly direction along the curved northeast right of way line of said Spyglass Lane for a distance of 3.19 feet to a point of a compound curve, said newest curve being concave in a southwesterly direction and having a central angle of 14 32'16" and a radius of 260.0 feet;

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thence turn an angle to the left and run in a northwesterly direction along the curved northeast right of way line of Spyglass Lane for a distance of 65.97 feet to the point of ending of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve and along the northeast right of way line of Spyglass Lane for a distance of 79.01 feet to an existing iron rebar being the most southerly corner of Lot 20, Heatherwood 9th Sector, Phase I, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 18, page 130; thence turn an angle to the right of $101^{\circ}56'14''$ and run in a northeasterly direction along the southeast line of said Lot 20 for a distance of 136.96 feet to an existing iron rebar; thence turn an angle to the left of $34^{\circ}02'23''$ and run in a northeasterly direction along the east line of said Lot 20 for a distance of 71.44 feet to an existing iron rebar being the most southerly corner of Lot 18 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of $21^{\circ}53'20''$ and run in a northeasterly direction along the southeast line of said Lot 18 for a distance of 149.87 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of $16^{\circ}50'49''$ and run in a northeasterly direction along the southeast line of Lots 17 and 16 of said Heatherwood 9th Sector, Phase I for a distance of 269.33 feet to an existing iron rebar; thence turn an angle to the left of $63^{\circ}13'06''$ and run in a northwesterly direction along the northeast line of said Lot 16 for a distance of 148.97 feet to an existing iron rebar; thence turn an angle to the left of $3^{\circ}31'12''$ and run in a northwesterly direction along the northeast line of Lot 15, Heatherwood 9th Sector, Phase 2 as recorded in the Probate Office of Shelby County, Alabama, in Map Book 19, page 17 for a distance of 131.07 feet to an existing iron rebar being the most easterly corner of Lot 14 of said Heatherwood 9th Sector, Phase 2; thence turn an angle to the left of $6^{\circ}27'22''$ and run in a northwesterly direction along the northeast line of said Lot 14 for a distance of 161.19 feet to an existing iron rebar; thence turn an angle to the right of $29^{\circ}52'36''$ and run in a northerly direction along the east line of Lot 13-A, Heatherwood 9th Sector, Phase 2 for a distance of 153.17 feet to an existing iron rebar; thence turn an angle to the left of $25^{\circ}20'59''$ and run in a northwesterly direction along the northeast line of Lot 13-B of said Heatherwood 9th Sector, Phase 2 for a distance of 130.16 feet to an existing iron rebar being the most northerly corner of said Lot 13-B; thence turn an angle to the right of $8^{\circ}24'38''$ and run in a northeasterly direction for a distance of 422.47 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $75^{\circ}37'18''$ and run in a northeasterly direction for a distance of 83.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $19^{\circ}40'35''$ and run in a northeasterly direction for a distance of 108.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $27^{\circ}11'13''$ and run in a northeasterly direction for a distance of 406.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $3^{\circ}26'35''$ and run in a northeasterly direction for a distance of 148.79 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $30^{\circ}42'39''$ and run in a northeasterly direction for a distance of 383.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of $13^{\circ}53'24''$ and run in a northeasterly direction for a distance of 421.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of $68^{\circ}11'19''$ and run in a southeasterly direction for a distance of 156.69 feet, more or less, to the point of beginning.

Part of the SW 1/4 of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being on the northwest right of way line of Heatherwood Drive and being the most easterly corner of Lot 22, Heatherwood 4th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, pages 161-163; run in a northwesterly direction along the east line of said Lot 22 for a distance of 91.60 feet to an existing iron rebar; thence turn an angle to the right of $12^{\circ}22'10''$ and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 155.94 feet to an existing iron rebar; thence turn an angle to the left of $107^{\circ}45'34''$ and run in a southwesterly direction along the northwest line of said Lot 22 for a distance of 20.22 feet to an existing iron rebar being the most easterly corner of Lot 25, Phase I Heatherwood 8th Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 16, page 118; thence turn an angle to the right of $97^{\circ}33'06''$ and run in a northwesterly direction along the east line of said Lot 25 for a distance of 54.94 feet to an existing iron rebar;

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thence turn an angle to the right of 0°18'20" and run in a northwesterly direction along the northeast line of said Lot 25, for a distance of 80.50 feet to an existing iron rebar being the southeast corner of Lot 24 of said Phase I, Heatherwood 8th Sector; thence turn an angle to the right of 14°22'04" and run in a northwesterly direction along the east line of said Lot 24 for a distance of 151.18 feet to an existing iron rebar; thence turn an angle to the left of 1°26'21" and run in a northwesterly direction along the east line of Lot 23 of said Heatherwood 8th Sector, Phase I for a distance of 218.0 feet to an existing iron rebar being the most easterly corner of Lot 22 of said Phase I, Heatherwood 8th Sector; thence turn an angle to the left of 17°14'27" and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 120.51 feet to an existing iron rebar being on a curve, said curve being concave in a northwesterly direction and having a central angle of 22°56'39" and a radius of 441.75 feet; thence turn an angle to the left (101°11'25" to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 176.90 feet to an existing iron rebar being the northwest corner of said Lot 22 and being on the east right of way line of Coshatt Trail; thence turn an angle to the right (109°20'33" to the chord) and run in a northwesterly direction along the northeast right of way line of Coshatt Trail for a distance of 20.15 feet to an existing iron rebar being the most southerly corner of Lot 21, Phase I Heatherwood 8th Sector, and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 16°03'39" and a radius of 421.75 feet; thence turn an angle to the right (73°41'30" from last mentioned chord to the chord of this curve) and run in a northeasterly direction along the arc of said curve for a distance of 118.22 feet to an existing iron rebar being the most easterly corner of said Lot 21; thence from the last mentioned chord line turn an angle to the left of 31°12'25" and run in a northeasterly direction for a distance of 131.52 feet to an existing iron rebar; thence turn an angle to the left of 39°18'38" and run in a northwesterly direction for a distance of 212.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°26'06" and run in a northerly direction for a distance of 148.52 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 65°28'50" and run in a northeasterly direction for a distance of 95.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 24°30'52" and run in a easterly direction for a distance of 75.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 28°25'34" and run in a northeasterly direction for a distance of 62.21 feet to an existing iron rebar being the most westerly corner of Lot 6-B, Heatherwood 9th Sector, Phase II, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 19, page 158; thence turn an angle to the right of 87°22'16" and run in a southeasterly direction along the southwest line of said Lot 6-B for a distance of 127.83 feet to an existing iron rebar and being the northwest corner of Lot 6-A of said Heatherwood 9th Sector, Phase II; thence turn an angle to the right of 18°28'18" and run in a southeasterly direction along the west line of Lot 6-A for a distance of 135.39 feet to an existing iron rebar being the most westerly corner of Lot 5, Heatherwood 9th Sector, Phase I, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 18, page 130; thence turn an angle to the left of 14°57'48" and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 149.15 feet to an existing iron rebar being the most westerly corner of Lot 4 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the left of 7°48'37" and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 94.11 feet to an existing iron rebar being the northwest corner of Lot 3 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of 24°02'21" and run in a southeasterly direction along the west line of said Lot 3 for a distance of 120.70 feet to an existing iron rebar being the northwest corner of Lot 2 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of 10°24'06" and run in a southerly direction along the west line of said Lot 2 for a distance of 186.45 feet to the southwest corner of said Lot 2; thence turn an angle to the right of 12°31' and run in a southwesterly direction along the west line of Lot 1 of said Heatherwood 9th Sector, Phase I for a distance of 100.62 feet to an existing iron rebar; thence turn an angle to the left of 28°39'49" and run in a southeasterly direction for a distance of 83.68 feet to an existing iron rebar; thence turn an angle to the left of 50°38'39" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 47.65 feet to an existing iron rebar; thence turn an angle to the left of 54°30'08" and run in a northeasterly direction along the southeast line of said Lot 1 for a distance of 274.72 feet to an existing iron rebar being the most easterly corner of said Lot 1 and being on the southwest right of way line of Spyglass Lane and being on a curve,

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said curve being concave in a southwesterly direction and having a central angle of $14^{\circ}32'16''$ and a radius of 200.0 feet; thence turn an angle to the right ($85^{\circ}41'01''$ to the chord of said curve) and run in a southeasterly direction along the curved southwest right of way line of Spyglass Lane for a distance of 50.75 feet to a point of compound curve, said newest curve being concave in a southwesterly direction and having a central angle of $0^{\circ}36'40''$ and radius of 640.0 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve and along the southwest right of way line of Spyglass Lane for a distance of 6.83 feet to an existing iron rebar set by Laurence D. Weygand and being the most northerly corner of Lot 20-A, A Resubdivision of Lots 18, 19 and 20 Heatherwood 4th Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 26, page 11; thence turn an angle to the right ($86^{\circ}52'23''$ from the chord of the last mentioned curve) and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 41.31 feet to an existing iron rebar; thence turn an angle to the right of $1^{\circ}40'05''$ and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 201.19 feet to an existing iron rebar being the most northerly corner of Lot 21 of said Heatherwood 4th Sector (Map Book 9, page 161-163); thence turn an angle to the right of $2^{\circ}24'45''$ and run in a southwesterly direction for a distance of 152.68 feet to an existing iron rebar being the northwest corner of said Lot 21; thence turn an angle to the left of $67^{\circ}18'55''$ and run in a southerly direction along the west line of said Lot 21 for a distance of 142.98 feet to an existing iron rebar; then turn an angle to the left of $34^{\circ}51'29''$ and run in a southeasterly direction along the west line of said Lot 21 for a distance of 69.73 feet to an existing iron rebar being on the northwest right of way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of $3^{\circ}20'26''$ and a radius of 1287.73 feet; thence turn an angle to the right ($83^{\circ}36'56''$ to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along the northwest right of way line of Heatherwood Drive for a distance of 75.08 feet, more or less, to the point of beginning.

TOGETHER WITH a part of Lot 71-A of a Resurvey of Lot 71, Heatherwood 4th Sector, 1st Addition as recorded in Map Book 24, on page 31 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Lot 71-A; thence run in a Northeasterly direction along the Northwest line of said Lot 71-A for a distance of 93.67 feet to the point of beginning; thence continue along last stated course for a distance of 37.18 feet to an iron pin found; thence turn an angle to the right of $35^{\circ}12'49''$ and run in a Northeasterly direction along the Northwest line of said Lot 71-A for a distance of 37.18 feet to a point; thence turn an angle to the right of $162^{\circ}23'36''$ and run in a Southwesterly direction for a distance of 70.88 feet to the point of beginning.

LESS AND EXCEPT any part of the above described property constituting any part of Lot 71-B, according to a Resurvey of Lot 71-A of a resurvey of Lot 71, Heatherwood, 4th Sector, 1st Addition as recorded in Map Book 27, page 115 in the Probate Office of Shelby County, Alabama.

ALSO LESS AND EXCEPT any part of the above described legal description lying within Lot 2-B, according to a Resurvey of Lot 2 of Heatherwood, 4th Sector, recorded in Map Book 9, pages 161, 162, and 163 and also part of the SW 1/4 of NE 1/4 of Section 9, Township 19 South, Range 2 West, as recorded in Map Book 10, page 82, in the Probate Office of Shelby County, Alabama.



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