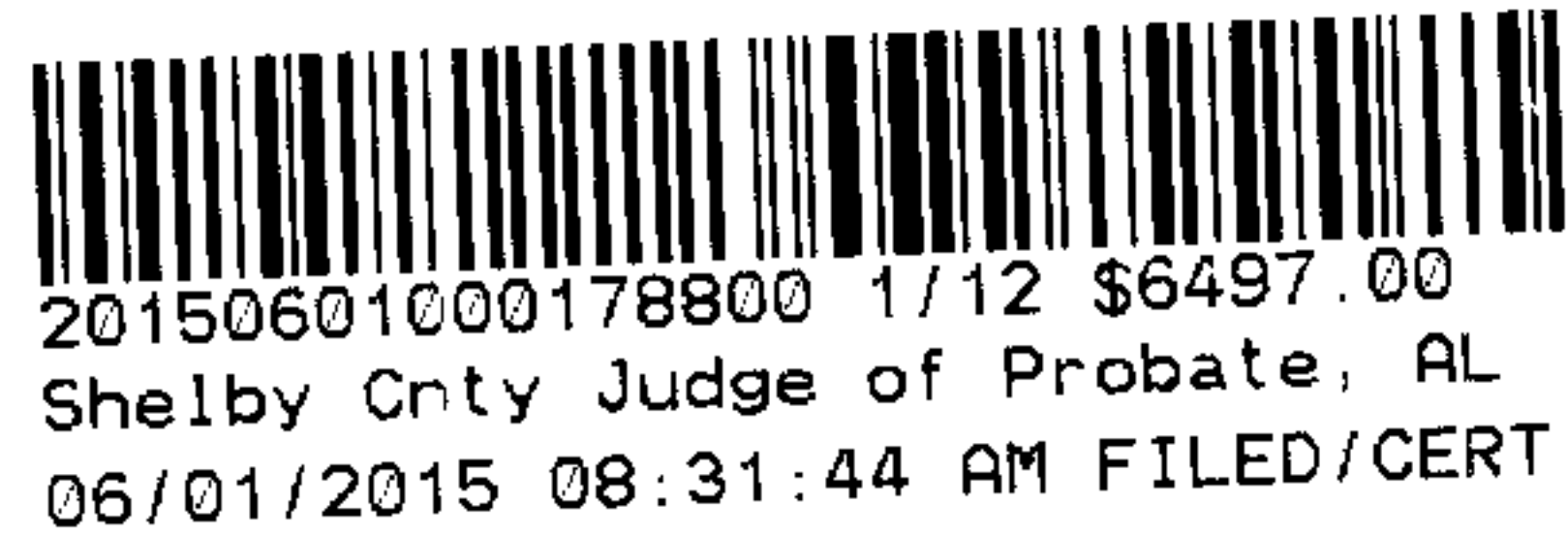


This instrument prepared by  
and after recording return to:

Ray D. Gibbons, Esq.  
Gibbons Graham LLC  
100 Corporate Parkway, Suite 125  
Birmingham, Alabama 35242



**LEASEHOLD MORTGAGE / MORTGAGE AND SECURITY AGREEMENT**

**THIS LEASEHOLD MORTGAGE / MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage") is made and entered into as of May 29, 2015, by **SMCMOB II, L.L.C.**, an Alabama limited liability company, whose address is c/o Johnson Development, 2204 Lakeshore Drive, Suite 215, Birmingham, Alabama 35209, Attention: Mr. James Milton Johnson (the "Borrower"), in favor of **SERVISFIRST BANK**, an Alabama banking corporation, whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Mr. Ron O. Morrison (the "Bank"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in that certain Credit Agreement of even date herewith between Borrower and Bank (as amended from time to time, the "Credit Agreement").

**WITNESSETH:**

**WHEREAS**, Borrower is justly indebted to Bank in the principal amount of Four Million Three Hundred Thousand and No/100 Dollars (\$4,300,000.00) (the "Loan"), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being evidenced by the Note and payable to Bank with interest thereon as provided for in the Credit Agreement; and

**WHEREAS**, Borrower desires to secure the Obligations, including, but not limited to the obligations (i) to pay the principal of and interest on the Note in accordance with the respective terms thereof or of the Credit Agreement, including any and all extensions, modifications, and renewals thereof and substitutions therefor, and (ii) to pay, repay or reimburse Bank for all amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs.

**NOW, THEREFORE**, for and in consideration of Bank making the Loan and to secure the prompt payment and performance of the Obligations, Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and the successors and assigns of Bank, all of Borrower's Interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(a) All of those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");



(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus, which are or shall be attached to said buildings, structures, or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Land or Improvements, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all Persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Land or Improvements, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief;

(f) Borrower's leasehold estate and other interests of whatever kind, nature or description, and all rights, title and interest pertaining thereto, if any, under that certain Ground



Lease dated as of April 29, 1998, between Baptist Health System, Inc., as ground lessor, and Borrower, as ground lessee, and recorded May 1, 1998, in the Office of the Judge of Probate of Shelby County, Alabama at Instrument No. 1998-15829, as amended from time to time; and

(g) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

**TO HAVE AND TO HOLD** the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors-in-title and assigns of Bank, forever; and Borrower covenants that Borrower is lawfully seized and possessed of Borrower's Interest in the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, if any, and Borrower does warrant and will forever defend the title thereto against the claims of all Persons claiming or to claim the same or any part thereof by, through or under Borrower, but not otherwise, and except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Bank or any other Person.

**BORROWER HEREBY FURTHER COVENANTS AND AGREES WITH BANK AS FOLLOWS:**

## **ARTICLE I**

**1.01 Payment and Performance of Loan Documents.** Borrower will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

**1.02 Ground Lease.**

(a) Borrower shall promptly:

(1) Perform, observe and comply with all of the obligations, covenants and agreements required to be performed, observed and complied with by the lessee under the Ground Lease and do all things necessary to preserve and to keep unimpaired its rights thereunder;

(2) Notify Bank of any default by Borrower under the Ground Lease in the performance or observance of any of the covenants or agreements on the part of Borrower to be performed or observed thereunder or the giving of any notice by the lessor under the Ground Lease to Borrower (A) claiming such a default or (B) of such lessor's intention to exercise any remedy reserved to the lessor thereunder; and



(3) Cause a copy of each such notice given by such lessor to Borrower to be delivered to Bank.

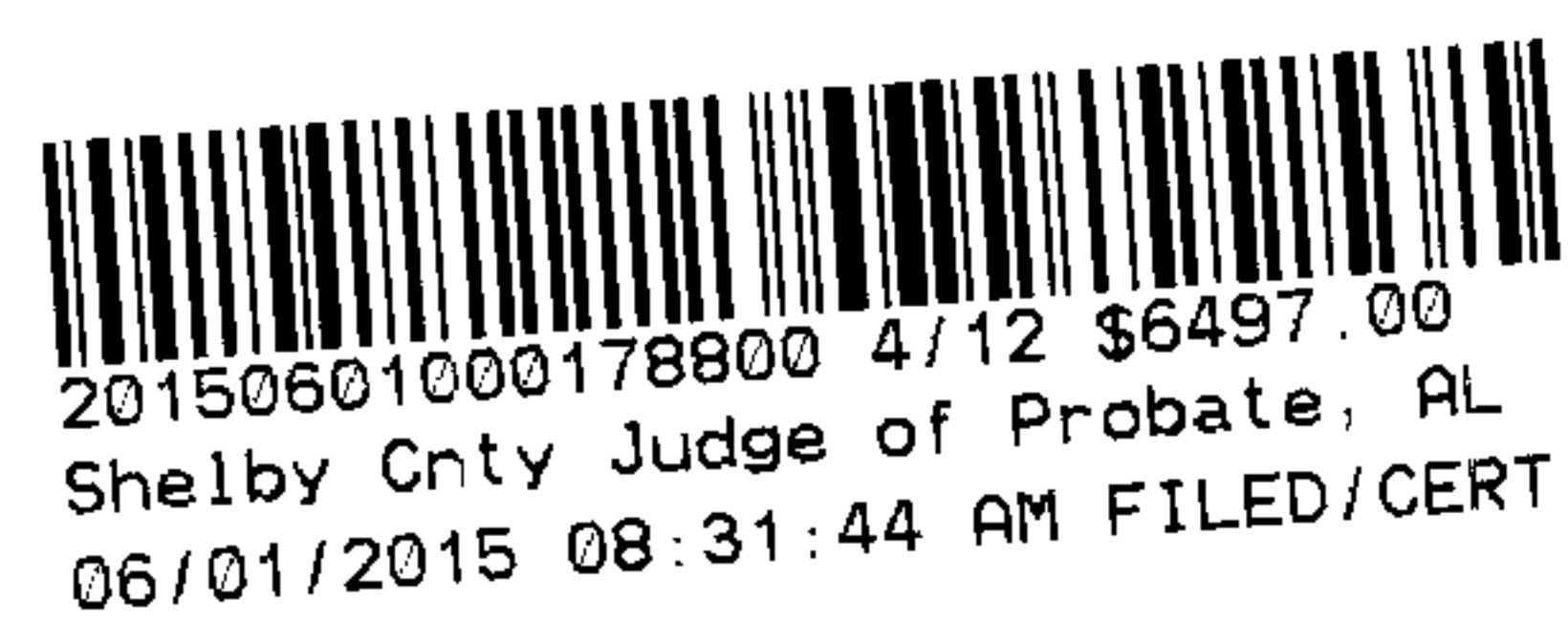
(b) In addition to any insurance required pursuant to this Mortgage, Borrower will take out and continuously maintain in effect, or cause to be taken out and thereafter continuously maintained in effect, the insurance required by the Ground Lease to be maintained by the lessee under the Ground Lease. All such insurance policies shall name as additional insured Bank as its interest shall appear. All certificates evidencing the insurance so required to be carried by the Ground Lease and this Mortgage shall be deposited with Bank. Prior to the expiration or cancellation of any such policy, Borrower will furnish to Bank evidence satisfactory to Bank that such policy has been renewed or replaced by another policy.

Borrower covenants, represents and warrants to Bank that so long as this Mortgage remains unsatisfied, it will comply with all the obligations required on its part to be performed under the Ground Lease. In the event that Borrower fails or refuses to perform any of its obligations under the Ground Lease, Bank may, but shall not be obligated to, perform any and all such obligations of Borrower under the Ground Lease, including, but not limited to, the payment of any or all rent and other sums due from Borrower thereunder. Any costs or expenses incurred by Bank in performing the obligations of Borrower under the Ground Lease, including any rent or other sums paid by Bank, shall constitute part of the Obligations and shall be secured hereby.

(c) If Borrower shall fail to perform, observe or comply with any of the obligations, covenants or agreements required to be performed, observed or complied with by it under the Ground Lease, including, without limitation, payment of all ground rent and other charges due thereunder, Bank, after five (5) days' notice (except in emergencies or in situations where a failure sooner to perform or observe the same may result in a forfeiture under the Ground Lease) may, but shall not be obligated to, take such action as is appropriate to cause such covenants, agreements or obligations promptly to be performed, observed or complied with on behalf of Borrower, including, but not limited to, the payment of any or all rent and other sums due from Borrower thereunder, but no action so taken by Bank shall release Borrower from any of its obligations under this Mortgage. Upon receipt by Bank from the lessor under the Ground Lease of any notice of default by Borrower thereunder, Bank may rely thereon and take any such action as aforesaid to cure such default even though the existence of such default or the nature thereof may be questioned or denied by Borrower or by any party on behalf of Borrower. Any costs or expenses incurred by Bank in taking any action as provided for in this paragraph, including any rent or other sums paid by Bank, shall constitute part of the Obligations and shall be secured hereby.

(d) Borrower shall not surrender its leasehold estate under the Ground Lease, nor terminate or cancel the Ground Lease, and Borrower shall not modify, change, supplement, alter or amend the Ground Lease either orally or in writing, and any attempt on the part of the Borrower to exercise any such right without the consent of Bank shall be null and void.

(e) The fee title to the properties demised by the Ground Lease and the leasehold estate shall not merge, but always shall remain separate and distinct, notwithstanding the union of such estates either in the lessor or in the lessee under the Ground Lease or in a third party by purchase or otherwise.





(f) Borrower shall give Bank prompt notice of the commencement of any arbitration or appraisal proceeding pursuant to the Ground Lease. Bank shall have the right to intervene and participate in any such proceeding and Borrower shall confer with Bank and its attorneys and experts and cooperate with them to the extent Bank deems reasonably necessary for the protection of Bank. Upon the request of Bank, Borrower shall exercise all rights of arbitration or appraisal conferred upon it by the Ground Lease. If at the time any such proceeding shall be commenced, Borrower shall be in default in the performance or observance of any covenant or agreement contained in the Ground Lease, or in this Mortgage, on the part of Borrower to be performed or observed, beyond any applicable grace period, Bank shall have, and is hereby granted, the sole and exclusive right to designate and appoint on behalf of Borrower the arbitrator(s) or appraiser(s) in such proceeding.

(g) Borrower shall use its reasonable efforts to obtain from the lessor under the Ground Lease and deliver to Bank, within twenty (20) days after demand by Bank, a statement in writing certifying that the Ground Lease is unmodified and in full force and effect (or if modified, stating the modifications) and the dates to which the ground rent and other charges, if any, have been paid in advance, and stating whether or not, to the best knowledge of the signer of such certificate, Borrower is in default in the performance of any covenant or agreement contained in the Ground Lease, and, if so, specifying each such default of which the signer may have knowledge.

(h) Borrower, at least six (6) months prior to the last day upon which Borrower, as lessee under the Ground Lease, may validly exercise any option to renew or extend the term of the Ground Lease, (i) duly shall exercise such option, and (ii) shall give immediate notice thereof to Bank; if Borrower shall fail so to do, Bank shall have, and is hereby granted, the irrevocable right to exercise any such option, either in its own name and behalf, or in the name and behalf of Borrower, as Bank shall in its sole discretion determine.

(i) Borrower promptly shall notify Bank of any change made pursuant to the Ground Lease in ground rent payable by the lessee thereunder, and in the event that any proceeds of insurance on any part of the Mortgaged Property, or any proceeds of any award for the taking by eminent domain of any part of the Mortgaged Property, shall be deposited with any person pursuant to the requirements of the Ground Lease, Borrower promptly shall notify Bank of the name and address of such person and the amount so deposited.

**1.03 Security Agreement.** With respect to all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrower hereby grants to Bank a security interest in said Personal Property. Borrower authorizes Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms, and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrower agrees that the filing of such financing statement(s) in the



records normally having to do with personal property shall not in any way affect the agreement of Borrower and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank reasonably deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor.

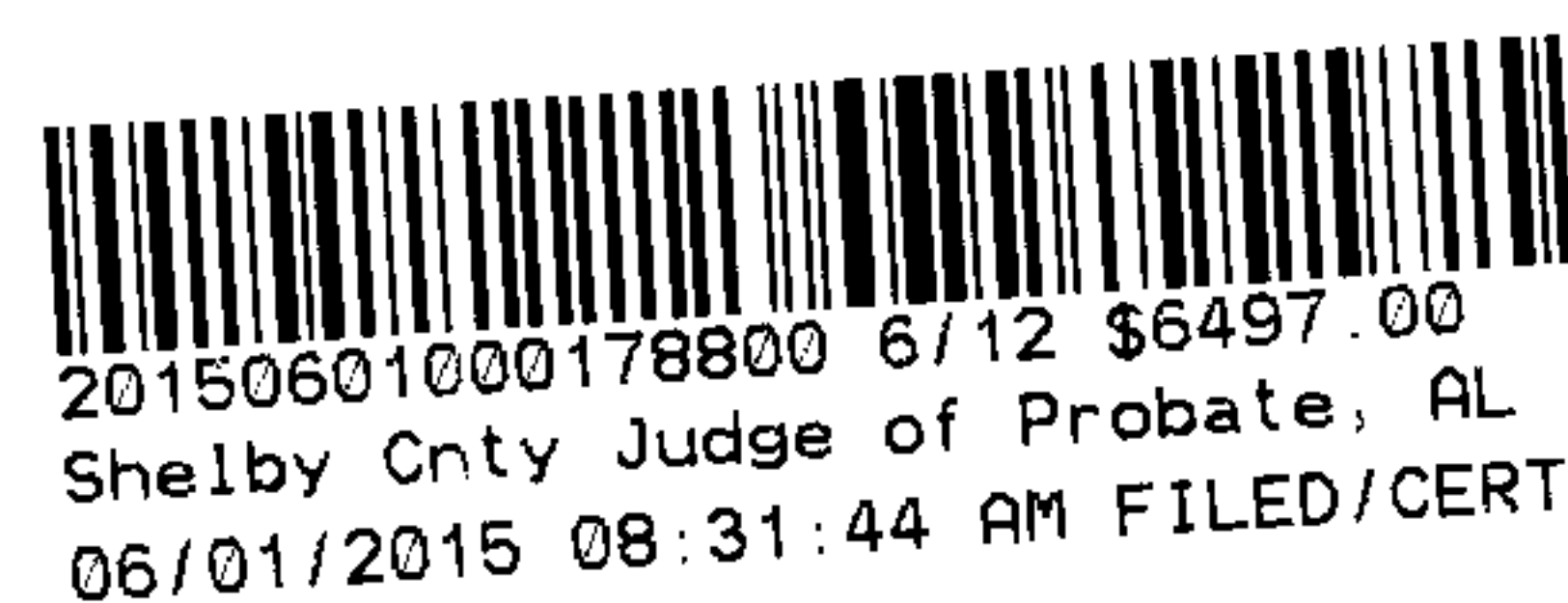
**1.04 Use of Mortgaged Property.** Borrower shall at all times operate the Mortgaged Property as medical office space and ancillary services. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

**1.05 Conveyance of Mortgaged Property.** Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not directly or indirectly encumber (by lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Bank.

**1.06 Acquisition of Collateral.** Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

## **ARTICLE II**

**2.01 Events of Default.** The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.





## **2.02 Rights and Remedies.**

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the power of sale hereby granted or other powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

**2.03 Purchase by Bank.** Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Bank may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

**2.04 Borrower as Tenant Holding Over.** In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) and all Persons holding under Borrower shall be deemed tenants holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.



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

**2.06 Waiver of Homestead.** Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

**2.07 Leases.** Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

**2.08 Discontinuance of Proceedings.** In case Bank shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Bank, then in every such case, Borrower and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

**2.09 Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Bank by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

**2.10 Suits to Protect the Mortgaged Property.** Bank shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Lien of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the Rents; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be prejudicial to the interest of Bank.

**2.11 Proofs of Claim.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Borrower, its creditors or its property, Bank, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Bank allowed in such proceedings for the entire amount due and payable by Borrower



under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by Borrower hereunder after such date.

### **ARTICLE III**

**3.01 Successors and Assigns.** This Mortgage shall inure to the benefit of and be binding upon Borrower and Bank and their respective heirs, executors, legal representatives, successors, successors in title, and assigns. Whenever a reference is made in this Mortgage to "Borrower" or "Bank", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors in title, and assigns of Borrower or Bank, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited.

**3.02 Terminology.** All personal pronouns used in this Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Mortgage, and all references herein to Articles, Sections or subparagraphs shall refer to the corresponding Articles, Sections or subparagraphs of this Mortgage unless specific reference is made to Articles, Sections or subparagraphs of another document or instrument.

**3.03 Severability; Complete Agreement.** If any provisions of this Mortgage or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Mortgage, the Note, the other Loan Documents, and any other instruments executed in connection herewith constitute the full and complete agreement of the parties and supersede all prior negotiations, correspondence, and memoranda relating to the subject matter hereof, and this Mortgage may not be amended except by a writing signed by the parties hereto.


**3.04 Applicable Law.** This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

**3.05 Notices.** All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

**3.06 Assignment.** This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

**3.07 Future Advances.** Upon request of Borrower, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage or the Note, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

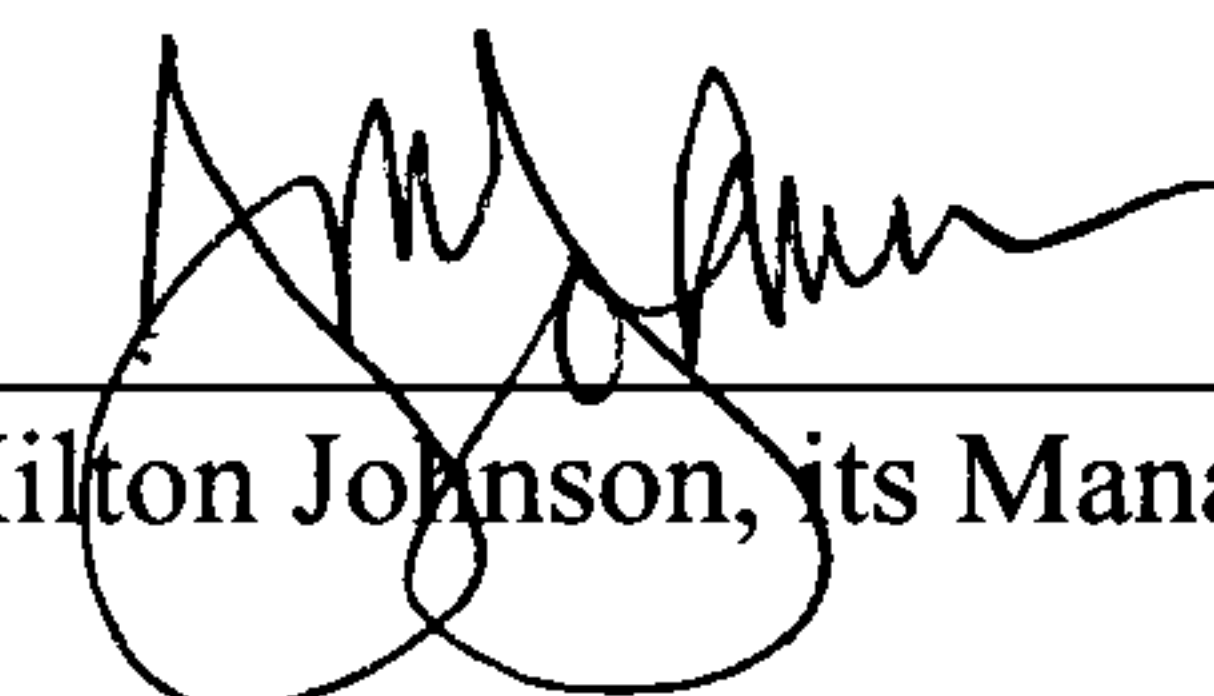
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Shelby Cnty Judge of Probate, AL  
06/01/2015 08:31:44 AM FILED/CERT



**IN WITNESS WHEREOF**, this instrument has been executed and delivered as of the date first above written, although actually executed on the date set forth in the acknowledgment below.

SMCMOB II, L.L.C.,  
an Alabama limited liability company

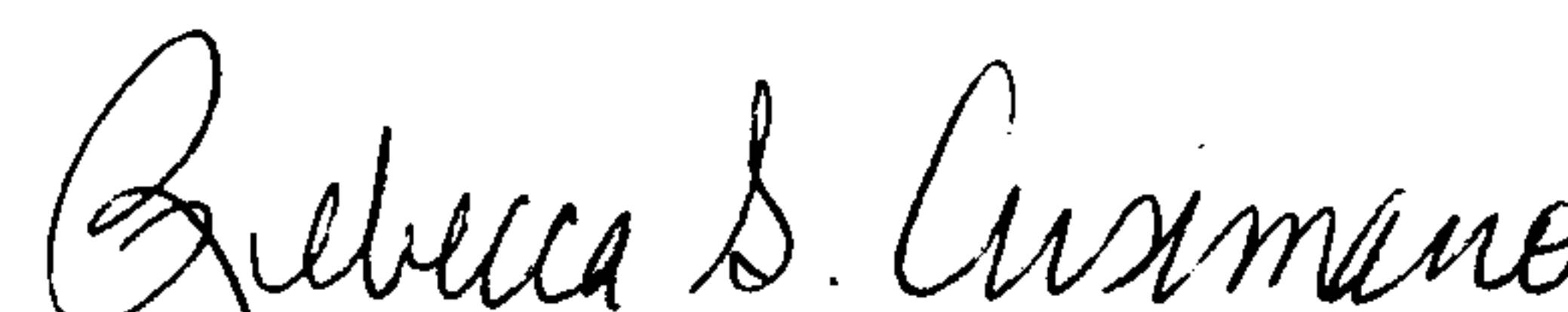
By:   
James Milton Johnson, its Manager


STATE OF ALABAMA     )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Milton Johnson, whose name as Manager of SMCMOB II, 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 said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 27<sup>th</sup> day of May, 2015.

[SEAL]

  
Notary Public  
My Commission Expires: 6/4/17

  
20150601000178800 10/12 \$6497.00  
Shelby Cnty Judge of Probate, AL  
06/01/2015 08:31:44 AM FILED/CERT



**EXHIBIT A**  
**DESCRIPTION OF LAND**

**PARCEL I:**

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a crimped iron pipe accepted as the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said 1/4-1/4 Section 204.90 feet; thence deflect 76 degrees 56 minutes 27 seconds and run to the left in a Northerly direction 149.06 feet to the POINT OF BEGINNING of the herein described parcel; thence continue along the last described course in a Northerly direction 216.90 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in an Easterly direction 108.00 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southerly direction 216.90 feet; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Westerly direction 108.00 feet, more or less, to the POINT OF BEGINNING.

**PARCEL II:**

The beneficial interest in and to an easement in, over, and under the following described land:

A parcel of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, and the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 20 South, Range 3 West, in Shelby County, Alabama, and being more particularly described as follows:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 20 South, Range 3 West, said point being a crimped iron pipe; thence South 88 degrees 34 minutes 38 seconds East along the South boundary of said NW 1/4 of the NW 1/4 a distance of 316.17 feet; thence run along the arc of a curve to the right having a central angle of 90 degrees 05 minutes 26 seconds and a radius of 35.00 feet in an Easterly to Southerly direction 55.03 feet; thence South 01 degrees 33 minutes 20 seconds West a distance of 13.73 feet; thence South 88 degrees 26 minutes 40 seconds East a distance of 254.49 feet to a point; thence North 01 degrees 33 minutes 20 seconds East a distance of 62.24 feet to a point; thence North 16 degrees 02 minutes 33 seconds East for a distance of 197.45 feet to a point; thence run North 73 degrees 57 minutes 27 seconds West for a distance of 222.35 feet to the Westerly right of way line of Main Street of the First Addition to Cedar Grove Estates as recorded in Map Book 3, Page 141, in the Probate Office of Shelby County, Alabama; thence North 15 degrees 36 minutes 24 seconds East along said right of way a distance of 91.89 feet to the Southeast corner of Lot 13 of the aforementioned First Addition; thence North 74 degrees 09 minutes 08 seconds West along the Southwesterly boundary of said Lot 13 a distance of 94.88 feet; thence North 05 degrees 45 minutes 15 seconds West along the Westerly boundary of Lot 13 a distance of 149.57 feet; thence North 73 degrees 55 minutes 40 seconds West 243.14 feet to the Easterly right of way of U.S. Highway 31; thence South 15 degrees 49 minutes 46 seconds West 150.53 feet along said



right of way to the beginning of a curve to the left concave to the Southeast having a radius of 5629.65 feet; thence left through a central angle of 04 degrees 32 minutes 59 seconds Southwesterly 447.03 feet along said curve to the intersection of said right of way and the South boundary of the NE ¼ of the NE ¼ of Section 35, Township 20 South, Range 3 West; thence South 88 degrees 34 minutes 38 seconds East along said South boundary 14.42 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

LESS AND EXCEPT the above described Parcel I; and

LESS AND EXCEPT that portion located within the right-of-way of 2<sup>ND</sup> Street.

SUBJECT TO THE FOLLOWING PERMITTED EXCEPTIONS:

- 1) Any mining and mineral rights leased, granted or retained by current or prior owners.
- 2) Taxes or assessments for the year 2015 and subsequent years, a lien not yet due and payable.
- 3) Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 103, Page 54; Deed Book 182, Page 50; Deed Book 138, Page 434; Deed Book 175, Page 394, and Deed Book 176, Page 377 in the Office of the Judge of Probate of Shelby County, Alabama.
- 4) Right(s)-of-Ways(s) granted to Shelby County by instrument(s) recorded in Deed Book 167, Page 242; Deed Book 102, Page 454, and Deed Book 102, Page 446 in the Office of the Judge of Probate of Shelby County, Alabama.
- 5) Right(s)-of-Way(s) granted to Southern Bell Telephone & Telegraph Co. for telephone lines by instrument(s) recorded in Deed Book 80, Page 44 and Deed Book 175, Page 409 in the Office of the Judge of Probate of Shelby County, Alabama.
- 6) Easement(s) to AT&T as shown by instrument recorded in Deed Book 109, Pages 191 and 192 in the Office of the Judge of Probate of Shelby County, Alabama.
- 7) Less and except any portion condemned by the State of Alabama as set out in Instrument #1992-23187 and Instrument #1992-23190 in the Office of the Judge of Probate of Shelby County, Alabama.
- 8) Reservation of Easement for ingress and egress being 30 feet wide as set out in Deed Book 296, Page 159; Deed Book 270 Page 186; Deed Book 317, Page 683, and Deed Book 335, Page 581 in the Office of the Judge of Probate of Shelby County, Alabama.
- 9) Right(s)-of-Way(s) granted to A T & T by instrument(s) recorded in Deed Book 168, Page 472 in the Office of the Judge of Probate of Shelby County, Alabama.
- 10) Declarations of Easement recorded in Instrument #1998-15828 and Instrument #20020816000390690 in the Office of the Judge of Probate of Shelby County, Alabama.

