


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Gibbons Graham LLC
100 Corporate Parkway, Suite 125
Birmingham, Alabama 35203


20160210000042200 1/11 \$7544.00
Shelby Cnty Judge of Probate, AL
02/10/2016 07:59:38 AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of February 3, 2016, by **S.N.O., INC.**, an Alabama corporation, whose address is 2858 Highway 31 South, Pelham, Alabama 35124, Attention: Steve O. Issis (the "Borrower"), in favor of **RENASANT BANK**, a Mississippi banking corporation, whose address is 2001 Park Place, Suite 600, Birmingham, Alabama 35203, Attention: Bill Keller (the "Bank"). Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith between Borrower and Bank (hereinafter, together with any and all extensions, revisions, modifications or amendments hereafter made, referred to as the "Credit Agreement").

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the principal amount of Five Million and No/100 Dollars (\$5,000,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, as 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 obligation to pay the principal of and interest on the Note in accordance with the respective terms thereof and/or of the Credit Agreement, including any and all extensions, modifications, and renewals thereof and substitutions therefor.

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 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 Mortgaged Property, 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 Mortgaged Property 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 Mortgaged Property, 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; and

(f) 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 whomsoever, 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 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 to which it is a party, including, but not limited to, the due and punctual payment by Borrower 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 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 deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor. Borrower authorizes Bank to file one or more Financing Statements (including initial financing statements and continuation and amendment statements) to perfect Bank's Lien in the Collateral pursuant to the Uniform Commercial Code, such Financing Statements to be in form and substance as required by Bank.

1.03 Use of Mortgaged Property. Borrower shall at all times operate the Mortgaged Property (other than the Mortgaged Property that is vacant land) as retail or office/warehouse facilities. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. 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.

1.05 Acquisition of Collateral. 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 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.

3.10 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, the Credit Agreement 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
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IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above written.

S.N.O., INC.,
an Alabama corporation

By: 
Steve O. Issis, its President

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Steve O. Issis, whose name as President of S.N.O., Inc., an Alabama corporation, 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as aforesaid.

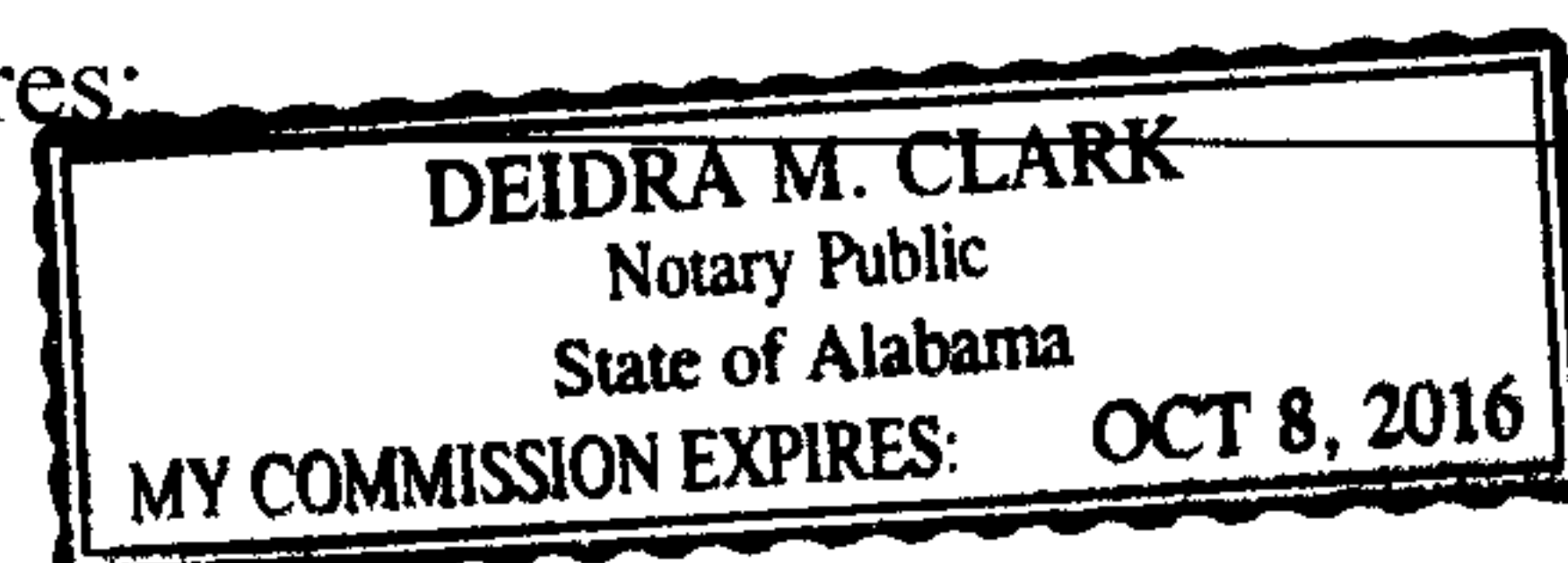
Given under my hand and official seal, this the 3 day of February, 2016.

[SEAL]



Notary Public

My Commission Expires:



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A
LEGAL DESCRIPTION

PARCEL I (PELHAM CORNERS)

A parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Tract 1:

COMMENCE at the Northwest corner of said Section 24; thence South 87 deg. 46 min. 01 sec. East, a distance of 765.13 feet (deed); thence South 09 deg. 23 min. 41 sec. East a distance of 373.96 feet (deed) to the POINT OF BEGINNING; thence South 80 deg. 59 min. 20 sec. West, a distance of 139.11 feet (deed); thence South 07 deg. 56 min. 16 sec. East, a distance of 219.02 feet (deed); thence North 82 deg. 37 min. 01 sec. East a distance of 144.75 feet (meas.) 144.16 feet (deed) to the Westerly right of way line of U. S. Highway No. 31 (variable right of way) said point lying on a curve left, having a radius of 2,955.91, a central angle of 04 deg. 19 min. 32 sec. and subtended by a chord which bears North 9 deg. 23 min. 26 sec. West, a chord distance of 223.10 feet; thence along the arc of said curve and said right of way line, a distance of 223.15 feet (meas.) 223.59 feet (deed) to the point of beginning; being situated in Shelby County, Alabama.

Tract 2:

COMMENCE at the Northwest corner of said Section 24; thence South 87 deg. 46 min. 01 sec. East, a distance of 765.13 feet (deed); thence South 09 deg. 23 min. 41 sec. East, a distance of 373.96 feet (deed); thence South 80 deg. 59 min. 20 sec. West, a distance of 139.11 feet (deed); thence South 07 deg. 56 min. 16 sec. East, a distance of 219.02 feet (deed) to the POINT OF BEGINNING; thence South 08 deg. 14 min. 34 sec. East, a distance of 135.14 feet (meas.) 134.68 feet (deed) to the Northerly right of way line of Shelby County Highway No. 52 (50 foot right of way); thence North 80 deg. 32 min. 14 sec. East along said right of way line a distance of 139.18 feet (meas.) 138.62 feet (deed) to its intersection with the Westerly right of way line of U. S. Highway No. 31, said point also being the beginning of a curve to the left, having a radius of 2,192.01 feet, a central angle of 02 deg. 12 min. 10 sec., and subtended by a chord which bears North 5 deg. 14 min. 14 sec. West, a chord distance of 84.27 feet; thence along the arc of said curve and said right of way line a distance of 84.27 feet (deed) to a point of a compound curve to the left having a radius of 2,955.91 feet, a central angle of 00 deg. 53 min. 21 sec. and subtended by a chord which bears North 6 deg. 47 min. 00 sec. West, a chord distance of 45.87 feet; thence along the arc of said curve and said right of way line a distance of 45.87 feet (deed); thence leaving said right of way line, South 82 deg. 37 min. 01 sec. West a distance of 144.75 feet (meas.) 144.16 feet (deed) to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II (CHELSEA VACANT LAND)

Lot 2-DD according to the RESURVEY OF LOT 2-C AND LOT 2-D OF ALABAMA TELCO CREDIT UNION ADDITION TO CHELSEA, as the same is recorded in Map Book 42, Page 53 of the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III (CHELSEA RETAIL SERVICE PROPERTY)

Commence at the SW corner of above said $\frac{1}{4}$ - $\frac{1}{4}$; thence South 89 degrees 23 minutes 09 seconds East, a distance of 176.06 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 207.07 feet; thence North 01 degree 43 minutes 47 seconds East, a distance of 955.28 feet to the southerly R.O.W. line of U. S. Highway 280,300 feet R.O.W.; thence South 82 degrees 06 minutes 57 seconds West and along said R.O.W. line, a distance of 216.61 feet; thence South 01 degree 19 minutes 25 seconds West and leaving said R.O.W. line, a distance of 923.16 feet to the POINT OF BEGINNING.

PARCEL IV (PELHAM PROMENADE)

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 1, thence North 1 degree 55'37" West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 738.97 feet; thence North 73 degrees 49'55" West a distance of 77.33 feet meas. (17.13 feet Deed); thence South 51 degrees 05'31" West a distance of 187.72 feet meas. (187.73 feet Deed); thence North 64 degrees 31'13" West a distance of 280.24 feet meas. (280.00 feet Deed) to a point on the Easterly ROW line of U.S. Highway #31 (200' ROW); thence South 25 degrees 25'14" West, along said ROW line a distance of 540.77 feet meas. (540.72 feet Deed); thence South 25 degrees 43'57" West along said ROW line a distance of 306.66 feet meas. (306.00 feet Deed) to the intersection of the Easterly ROW line of said U.S. Highway #31 and the Southerly boundary line of said Section 1, thence North 89 degrees 52'22" East along said Section line a distance of 863.45 feet (863.56 feet Deed) to the point of beginning.

PARCEL V (WESTOVER RAW LAND)

Tract I:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 2 degrees 7 minutes 36 seconds East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way line of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet to the point of beginning; thence continue along last described course and right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet to a point on the East right-of-way line of Shelby County Highway 51; thence South 36 degrees 48 minutes 17 seconds West along said right-of-way, a distance of 130.63 feet; thence continuing along said right-of-way South 35 degrees 58 minutes 10 seconds West, a distance of 118.88 feet; thence South 35 degrees 56 minutes 46 seconds West along said right-of-way, a distance of 317.80 feet; thence leaving said right-of-way South 3 degrees 42 minutes 32 seconds East, a distance of 283.22 feet to a point on the North right-of-way line of CSX Railroad; thence North 82 degrees 42 minutes 25 seconds East along said right-of-way, a distance of 39.20 feet; thence continuing along said right-of-way North 7 degrees 17 minutes 35 seconds West, a distance of 50.00 feet; thence North 82 degrees 42 minutes 24 seconds East, along said right-of-way, a distance of 1007.84 feet; thence North 82 degrees 59 minutes 34 seconds East, along said right-of-way a distance of 258.14 feet; thence leaving said right-of-way North 2 degrees 58 minutes 12 seconds West a distance of 645.68 feet to the point of beginning. According to survey of Robert C. Farmer, RLS#14270, dated 11/02/2006.

Tract II:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:


Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 27 degrees 36 minutes East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet; thence continue along last described course along said right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet to a point on the East right-of-way line of Shelby County Highway 51; thence South 36 degrees 8 minutes 55 seconds West along said right-of-way, a distance of 567.30 feet to the point of beginning, said point also being the point of a curve to the left having a radius of 866.48 feet and a central angle of 21 degrees 51 minutes 57 seconds; thence continuing along the

East right-of-way line of Shelby County Highway 51 in a Southwesterly direction along the arc of said curve a distance of 330.68 feet to a point on the North right-of-way line of CSX Railroad; thence North 82 degrees 42 minutes 30 seconds East along said right-of-way, a distance of 150.00 feet; thence leaving said right-of-way North 3 degrees 42 minutes 32 seconds West, a distance of 283.22 feet to the point of beginning. According to survey of Robert C. Farmer, RLS #14270, dated 11/02/2006.

Tract III:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 27 degrees 36 minutes East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet; thence continue along last described course along said right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet; thence continue along last described course and said right-of-way a distance of 362.33 feet; North 3 degrees 33 minutes 4 seconds West, a distance of 299.55 feet to a point on the North right-of-way line of U. S. Highway 280; said point also being the POINT OF BEGINNING; thence North 3 degrees 30 minutes 38 seconds West, a distance of 280.46 feet; thence South 54 degrees 36 minutes 48 seconds East, a distance of 414.72 feet to a point on the North right of way line of U.S. Highway 280; thence South 82 degrees 56 minutes 8 seconds West along said right of way a distance of 323.39 feet to the point of beginning. According to survey of Robert C. Farmer, RLS #14720, dated 11/02/2006.


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Shelby Cnty Judge of Probate, AL
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