


Upon recordation, return to:

Lorrie Maples Parker, Esquire
The Parker Law Firm, LLC
500 Office Park Drive, Suite 100
Birmingham, Alabama 35223

**CROSS-COLLATERALIZATION AGREEMENT
AND AMENDMENT TO SECURITY INSTRUMENT**

STATE OF ALABAMA
COUNTY OF SHELBY AND COOSA


20170103000001650 1/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

Date: December 29, 2016

Location of Property: 14548 US Highway 280, Chelsea, Alabama 35043 (Shelby County)
822 US Highway 280, Kellyton, Alabama 35089 (Coosa County)

SHELBY COUNTY CROSS INDEX: (i) a Mortgage and Security Agreement dated the 27th day of March, 2015 from Mortgagor to Lender and filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20150401000102010; (ii) Assignment of Leases and Rents dated the 27th day of March, 2015 from Mortgagor to Lender and filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20150401000102020; (iii) UCC-1 Financing Statement filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20150401000102030; (iv) a Mortgage of Real Estate and Security Agreement dated this same date from Mortgagor to Lender and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001620; (v) an Assignment of Leases and Rents dated this same date from Mortgagor to Lender and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001630; (vi) a UCC-1 Financing Statement and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001640.

COOSA COUNTY CROSS INDEX: (i) a Mortgage and Security Agreement dated the 29th day of December, 2016 from Mortgagor to Lender and filed of record on the _____ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____; (ii) an Assignment of Rents and Leases from Mortgagor to Lender dated the 29th day of December, 2016 from Mortgagor to Lender and filed of record on the _____ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____; and (iii) a UCC-1 Financing Statement from Mortgagor to Lender from Mortgagor to Lender and filed of record on the _____ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____.

**CROSS-COLLATERALIZATION AGREEMENT
AND AMENDMENT TO SECURITY INSTRUMENT**

THIS CROSS-COLLATERALIZATION (this "Agreement") is made as of the 29th day of December, 2016, by Branch Banking and Trust Company, a North Carolina banking corporation, ("Lender"), Lesley Kemm Brannen (referred to as "Borrower"), Brannen Properties, Inc. (referred to as "Obligor"); Lesley K. Brannen and Jeanne Brannen, husband and wife (referred to as "Shelby County Mortgagor") and Lesley K. Brannen, a married man (referred to as "Coosa County Mortgagor").

RECITALS:

A. Lender has made a loan to Borrower on this same date in the original principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (the "2016 Loan"). The 2016 Loan is secured by, among other things, the following: (a) (i) a Mortgage of Real Estate and Security Agreement dated this same date from Mortgagor to Lender and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001620; (ii) an Assignment of Leases and Rents dated this same date from Mortgagor to Lender and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001630; (iii) a UCC-1 Financing Statement and filed of record on the 3rd day of January, 2017, with the Office of the Judge of Probate of Shelby County, Alabama in Instrument No. 20170103000001640 (collectively referred to as the "Chelsea Security Instruments") all of which have been filed against that certain property included within the definition of "Property" in the Chelsea Security Instruments which is described on Exhibit "A"; and (b) (i) a Mortgage of Real Estate and Security Agreement dated this same date from Mortgagor to Lender and filed of record on the ___ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____; (ii) an Assignment of Leases and Rents dated this same date from Mortgagor to Lender and filed of record on the ___ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____; (iii) a UCC-1 Financing Statement and filed of record on the ___ day of _____, 20____, with the Office of the Judge of Probate of Coosa County, Alabama in Instrument No. _____ (collectively referred to as the "Kellyton Security Instruments"), all of which have been filed against that certain property included within the definition of "Property" in the Kellyton Security Instruments which is described on Exhibit "B".

B. Lender has previously made a loan to Borrower on the 21st day of March, 2015 in the original principal amount of Three Million and No/100 Dollars (\$3,000,000.00) (the "Shelby County Loan") which is secured by, among other things, (i) a Mortgage and Security Agreement dated the 27th day of March, 2015 from Mortgagor to Lender and filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20150401000102010; (ii) Assignment of Leases and Rents dated the 27th day of March, 2015 from Mortgagor to Lender and filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20150401000102020; and (iii) UCC-1 Financing Statement filed of record on the 1st day of April, 2015, with the Office of the Judge of Probate of Shelby County, Alabama as Instrument No.



20170103000001650 2/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

20150401000102030 (collectively referred to as the "Shelby County Security Instruments"), all of which have been filed against certain property included within the definition of "Property" in the Shelby County Security Instruments which is described on Exhibit "A".

C. The 2016 Loan and the Shelby County Loan are herein collectively referred to as the "Loan". The Chelsea Security Instruments, the Kellyton Security Instruments, and the Shelby County Security Instruments are herein collectively referred to as the "Security Instruments."

D. Borrower, Obligor, and Mortgagor acknowledge that, as a condition of Lender making the 2016 Loan, the Lender has required that the Properties secured by the Chelsea Security Instruments and the Kellyton Security Instruments, each serve as collateral for the Shelby County Loan, and that the Properties secured by the Shelby County Security Instruments also serve as collateral for the 2016 Loan. Borrower, Obligor, and Mortgagor are executing this Agreement to satisfy such condition. Borrower and Obligor further acknowledges that the benefits derived by Borrower, Obligor, and Mortgagor from this Cross-Collateralization Agreement entered into or to be entered into in connection with the Loan is equivalent to the burdens imposed upon Borrower, Obligor, Mortgagor, and the Total Property by this Agreement, notwithstanding that the 2016 Loan and the Shelby County Loan may be of differing amounts.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

"Event of Default" shall have the meaning set forth in Section 4.

"Foreclosure" means a judicial or non-judicial foreclosure of or trustee's sale under the Security Instruments, a deed in lieu of such foreclosure or sale, a sale of any of the Total Property pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Total Property.

"Fraudulent Transfer Laws" means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

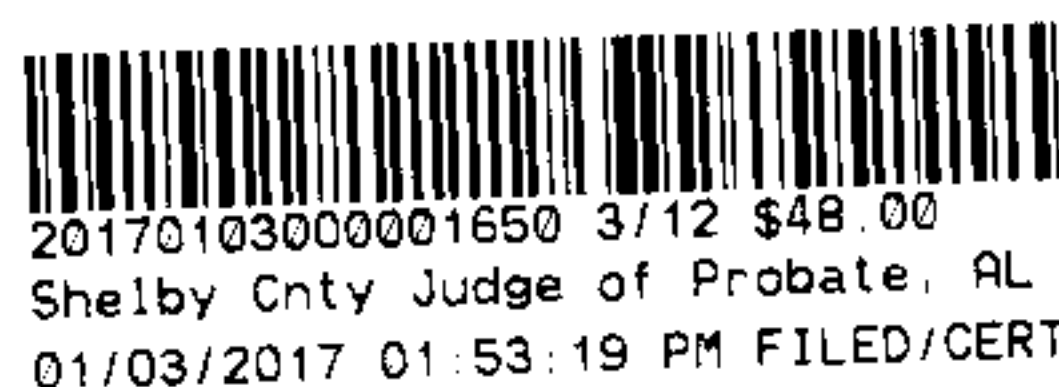
"Indebtedness" means the "Indebtedness" as defined in any of the individual Security Instruments, exclusive of any sums payable by Borrower or Peak Borrower solely by reason of this Agreement.

"Indebtedness" means the aggregate of the "Indebtedness" as defined in all of the Security Instruments.

"Loan Documents" means the "Loan Documents" as defined in each of the Security Instruments.

"Total Property" means the aggregate of the Property and the "Property" described in each of the Security Instruments.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Security Instruments.



2. Amendment of Security Instruments to Provide for Cross Collateralization and Cross-Default. Each of the Security Instruments is hereby amended to provide that each secure the obligation of Borrower and the Obligor to pay the Indebtedness. Mortgagor hereby irrevocably mortgages, grants, conveys and assigns to Lender each separate Property identified in the respective Security Instruments, to secure to Lender payment of the Indebtedness and performance of the covenants and agreements contained in the Loan Documents. The Security Instruments are hereby amended further to provide that any Event of Default under this Agreement, or any of the Security Instruments or Loan Documents, shall constitute an Event of Default under all of the Security Instruments and Loan Documents.

3. Events of Default. Each of the following events shall constitute an "Event of Default" under this Agreement:

(a) a default or breach by Borrower, Obligor or Mortgagor of any provision of this Agreement;
and

(b) any event or condition constituting an "Event of Default" under any of the Loan Documents;

4. Remedies.

(a) Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise any or some or all of the following remedies, in such order and at such time or times as Lender shall elect:

(i) declare immediately due and payable the entire Indebtedness or any portion thereof;
and

(ii) exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Loan Documents, or applicable law.

(b) Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in Lender's sole discretion. Lender may enforce its rights against the Property or the Total Property, or any portions of the Property or the Total Property, in such order and manner as Lender may elect in Lender's sole discretion. The enforcement of any of the Security Instruments or any of the Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of any of the other Security Instruments or any other of the Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to other of the Total Property or any portion thereof. Borrower, Obligor, or Mortgagor, for itself and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any of the Property, hereby unconditionally and irrevocably waives any rights Borrower, Obligor, or Mortgagor may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement, under any of the Security



20170103000001650 4/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

Instruments, or under any other of the Loan Documents in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure in any particular manner or order.

(c) No judgment obtained by Lender in any proceeding enforcing any of the Loan Documents shall merge any of the Indebtedness into that judgment, and all Indebtedness that remains unpaid shall remain a continuing obligation of Borrower and Obligor. Notwithstanding any foreclosure under any of the Security Instruments, Borrower and Obligor shall remain bound under this Agreement.

5. Application of Proceeds. Proceeds of the enforcement or foreclosure of trustee's sale under the Security Instruments shall be applied to the payment of the Indebtedness (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

6. Borrower's, Obligor's, and Mortgagor's Rights of Subrogation, Etc. Until the total Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Indebtedness could be deemed a preference under the United States Bankruptcy Code, Borrower and Obligor shall have no right of, and hereby waives any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrower or Obligor has now or may have in the future against each other or any of the Total Property or against any guarantor or security for any of the Indebtedness. Borrower, Obligor, and Mortgagor understand that the exercise by Lender of certain rights and remedies contained in the Security Instruments may affect or eliminate Borrower's, Obligor's or Mortgagor's right of subrogation against the other and that Borrower and Obligor may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrower, Obligor, and Mortgagor hereby authorizes and empowers Lender, in Lender's sole and absolute discretion, to exercise any right or remedy, or any combination thereof, which may then be available.

7. Subordination of Obligations to Borrower or Obligor. Any indebtedness or other obligation of Borrower or Obligor to the other shall be subordinate to the rights of Lender against that obligated or indebted party. If Lender so requests at a time when an Event of Default has occurred, Borrower or Obligor shall enforce and collect any such indebtedness or other obligation as trustee for Lender and shall pay over to Lender any amount collected, on account of the Indebtedness.

8. Lender's Rights. At any time and from time to time and without the consent of, or notice to, Borrower or Obligor without incurring liability to Borrower and without impairing or releasing Borrower's or Obligor's liability for the Indebtedness, Lender may:

(a) change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, any of the Indebtedness, any security for the Indebtedness, or any liability incurred directly or indirectly with respect to the Indebtedness;

(b) take and hold security for the payment of any of the Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure any of the Indebtedness;

(c) exercise or refrain from exercising any rights against Borrower, Obligor, Mortgagor, or the Total Property;



20170103000001650 5/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

(d) release or substitute any one or more endorsers, guarantors, or other obligors with respect to any of the Indebtedness;

(e) settle or compromise any of the Indebtedness, or subordinate the payment of all or any part of the Indebtedness to the payment of any liability (whether due or not) of Borrower or Obligor to its creditors other than Lender; and

(f) consent to or waive any breach by Borrower, Obligor, Mortgagor, of, or any act, omission or default by Borrower, Obligor, or Mortgagor under, this Agreement or any of the Loan Documents.

9. Waivers of Presentment, Marshalling, Certain Suretyship Defenses, etc.

(a) With respect to its obligations under this Agreement and the Loan Documents, Borrower, Obligor, Mortgagor waive presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.

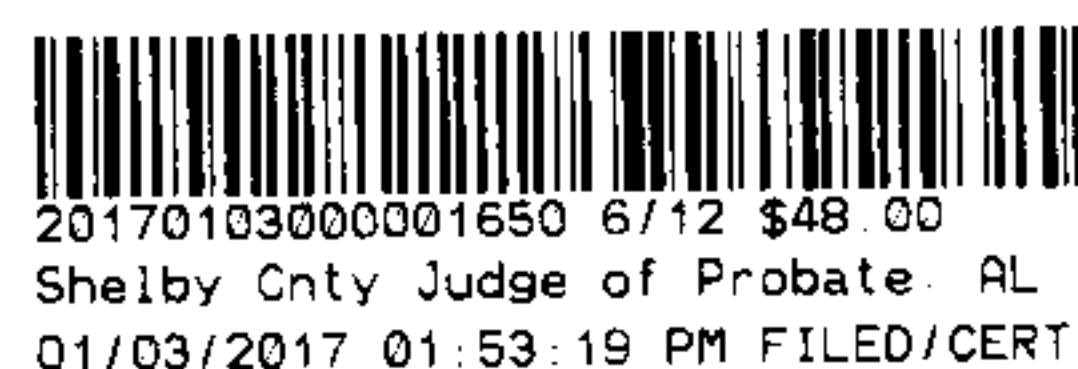
(b) Lender shall have the right to determine in Lender's discretion whether and the order in which any or all of the Total Property or portions thereof shall be subjected to the remedies provided in the Loan Documents or applicable law. Lender shall have the right to determine in Lender's discretion the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, Obligor, Mortgagor, and any party who now or in the future acquires a lien on or security interest or other interest in any of the Total Property hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Total Property or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

10. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of the Lender's rights or remedies under any of the other Loan Documents.

11. Limited-Recourse Liability. Borrower's and Obligor's personal liability for the Indebtedness shall be limited to the same extent as is limited in the Loan Documents.

12. Notices. All notices to Borrower, Obligor, and Mortgagor under this Agreement shall be in writing and shall be given in the manner provided in the Instrument for notices to Borrower. All notices to Lender by Borrower, Obligor and Mortgagor under this Agreement shall be in writing and shall be given in the manner in the Instrument for notices to Lender.

13. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Borrower, Obligor, and Mortgagor irrevocably submit to the jurisdiction of the federal and state courts sitting in Jefferson County, Alabama. Borrower, Obligor, Mortgagor hereby submit to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrower, Obligor, and Mortgagor irrevocably waives, to the fullest extent permitted under applicable law, any objections it may now or hereafter have to the venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an



inconvenient forum. Borrower, Obligor and Mortgagor acknowledge that it has received material and substantial consideration for the cross-collateralization of the Total Property and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder. Borrower, Obligor and Mortgagor further acknowledge that it is not in disparate bargaining position, that it is a commercial enterprise, with sophisticated financial, legal and economic experience, that the venue selections contained herein are not unreasonable, unjust, inconvenient or overreaching.

14. Captions, Cross References and Exhibits. The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section," a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

15. Number and Gender. Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

16. Statutes and Regulations. Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

17. No Partnership. This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.

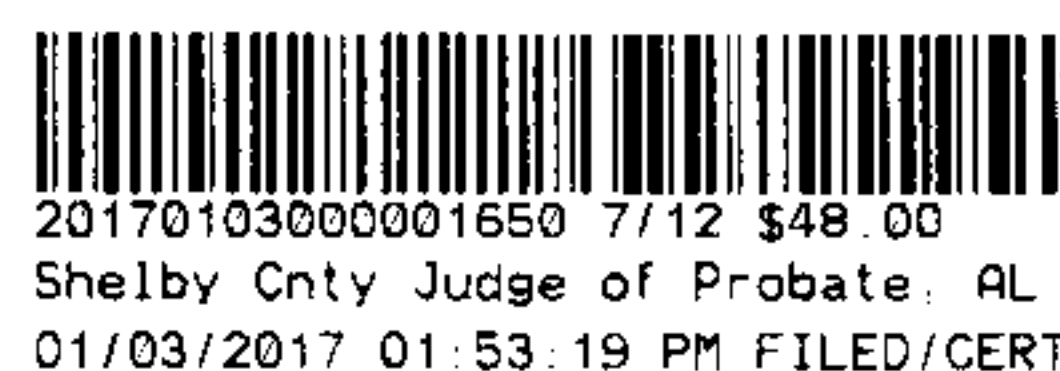
19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

20. Waiver; No Remedy Exclusive. Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

21. Third Party Beneficiaries. Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third-party beneficiary of this Agreement.

22. Course of Dealing. No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

23. Further Assurances and Corrective Instruments. To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged



and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

24. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

25. WAIVER OF TRIAL BY JURY. BORROWER, OBLIGOR, AND LENDER EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

{REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK}



20170103000001650 8/12 \$48.00
Shelby Cnty Judge of Probate: AL
01/03/2017 01:53:19 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 29th day of December, 2016.

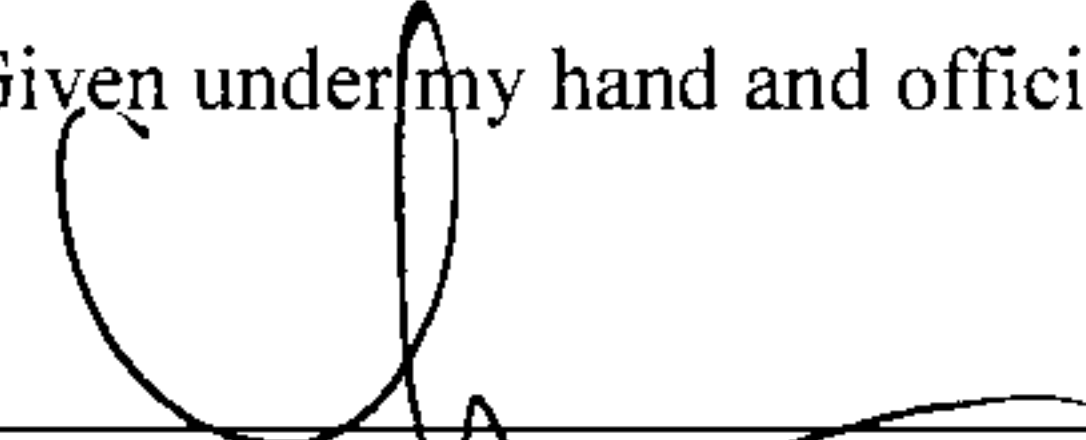
BORROWER:


LESLEY KEMM BRANNEN, AN INDIVIDUAL


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lesley Kemm Brannen, an individual, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 29th day of December, 2016.




Lorrie Maples Parker, Notary Public
My commission expires: 10/16/2019


20170103000001650 9/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

MORTGAGOR:



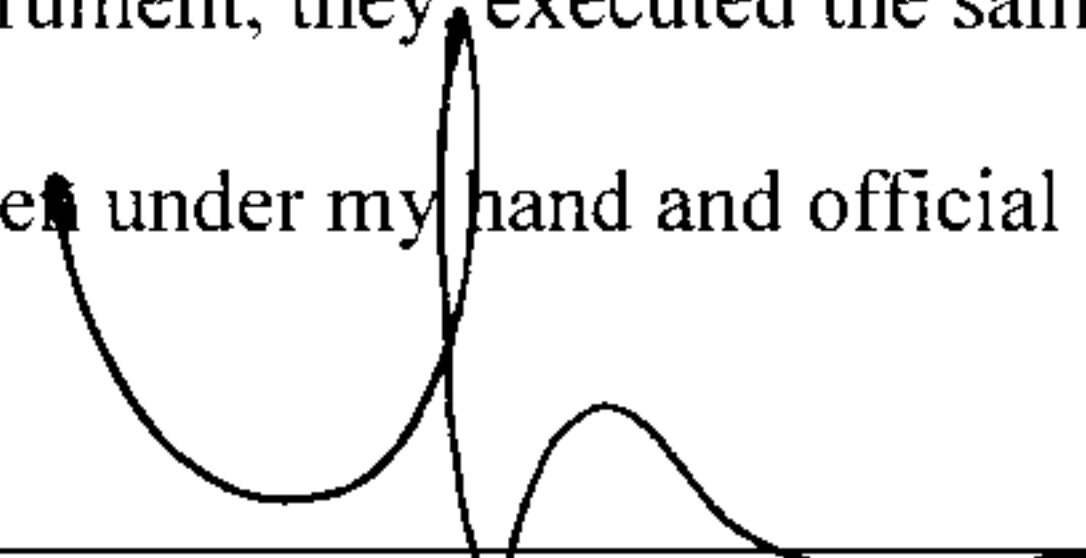
LESLEY K. BRANNEN


JEANNE BRANNEN

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lesley K. Brannen and Jeanne Brannen, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 2016.



Lorrie Maples Parker, Notary Public
My commission expires: 10/16/2019

MORTGAGOR:



LESLEY K. BRANNEN


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Lesley K. Brannen, a married man, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 2016.



Lorrie Maples Parker, Notary Public
My commission expires: 10/16/2019


20170103000001650 10/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

OBLIGOR:

BRANNEN PROPERTIES, INC., an Alabama corporation

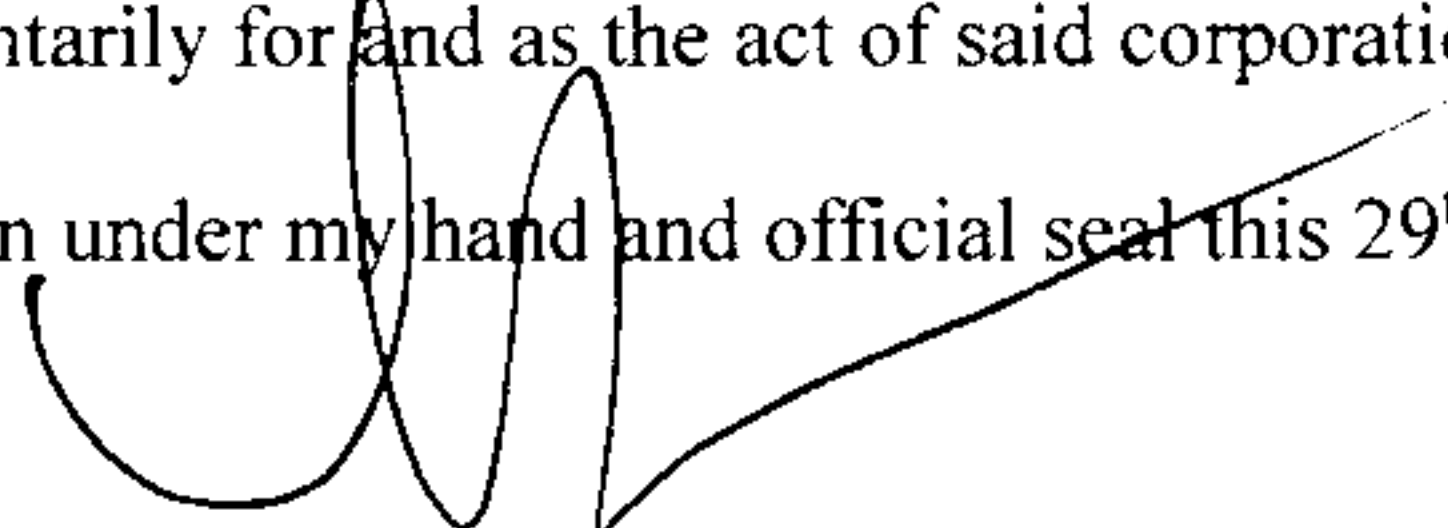


BY: LESLEY KEMM BRANNEN
ITS: PRESIDENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lesley Kemm Brannen whose name as the President of Brannen Properties, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of December, 2016.



Lorrie Maples Parker, Notary Public
My commission expires: 10/16/2019

EXHIBIT "A"
Legal Description for Chelsea Property

Shelby County Property:

Commence at a 2-inch pipe in place accepted as the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 85° 42' 40" West along the North boundary of said 1/4 - 1/4 Section for a distance of 544.77 feet to a 1/2-inch rebar in place; thence proceed South 04° 07' 33" East for a distance of 30.0 feet to a 1/2-inch rebar in place; thence proceed South 85° 38' 06" West for a distance of 70.54 feet (set 1/2-inch rebar), said point being the Point of Beginning; from this beginning point continue South 85° 38' 06" West for a distance of 129.45 feet to a 1/2-inch rebar in place; thence proceed North 04° 17' 58" West for a distance of 29.94 Feet to a 1/2-inch rebar in place; thence proceed South 85° 42' 40" West for a distance of 142.05 feet to a point on the Easterly right of way of Shelby County Road No. 440; thence proceed South 37° 33' 05" West along the Easterly right of way of said road for a distance of 67.11 feet; thence proceed North 85° 42' 40" East for a distance of 41.13 feet; thence proceed South 00° 10' 38" West for a distance of 1,141.84 feet (set 1/2-inch rebar) to a point on the Northerly right of way of U.S. Highway 280; thence proceed South 87° 24' 08" East along the Northerly right of way of said highway for a distance of 272.96 feet (set 1/2-inch rebar); thence proceed North 00° 10' 38" East for a distance of 1,195.07 feet to the Point of Beginning. Property situated in the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama.



20170103000001650 11/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT

EXHIBIT "B"
Legal Description for Kellyton Property

Coosa County Property:

Parcel 1


Commence at a found iron pin being the accepted Northwest corner of the Northeast 1/4 of Section 24, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 76° 02' 54" West for 497.63 feet to a set iron pin and the Point of Beginning; thence along the Northerly railroad right of way for North 81° 44' 46" West for 873.33 feet to a found iron pin; thence leaving said right of way North 00° 04' 42" East for 704.48 feet to a set iron pin; thence North 89° 58' 12" East for 859.19 feet to a set iron pin; thence South 00° 17' 05" East for 830.32 feet and back to the Point of Beginning.

Driveway Easement: Commencing at the Southeast corner of Parcel I North 00° 17' 05" West for 26.73 feet to the Point of Beginning of a centerline for a 20 feet wide driveway easement; thence North 75° 11' 04" West for 59.12 feet; thence North 70° 09' 13" West for 89.68 feet; thence North 59° 19' 31" West for 17.43 feet; thence South 59° 44' 37" West for 36.60 feet; thence South 03° 03' 10" West for 197.86 feet; thence South 09° 10' 34" West for 114.00 feet to the Northerly right of way of U.S. Highway 280.

Parcel II

Commence at a found iron pin being the accepted Northwest corner of the Northeast 1/4 of Section 24, Township 23 North, Range 20 East, Coosa County, Alabama; thence South 75° 02' 54" West for 497.63 feet to a set iron pin on the Northerly Railroad Right-of-way; thence crossing said Right-of-way South 00° 17' 05" East for 151.68 feet to a found iron pin on the Southerly Railroad Right-of-way and the Point of Beginning; thence South 15° 40' 19" West for 180.00 feet to a set iron pin on the Northerly Right-of-way of U. S. Highway 280; thence along said Right-of-way North 65° 20' 41" West for 399.47 feet to a found iron pin; thence leaving said Right-of-way North 79° 04' 35" East for 200.00 feet to a found iron pin on the Southerly Railroad Right-of-way ; thence along said Right-of-way South 81° 44' 44" East for 217.55 feet and back to the Point of Beginning.

Utility Easements: Parcel one is subject to a 100 feet wide Alabama Power Transmission Easement as shown on Plat, Parcel One and Parcel Two are subject to overhead power line easements and may be subject to underground utility easements now shown on plat.


20170103000001650 12/12 \$48.00
Shelby Cnty Judge of Probate, AL
01/03/2017 01:53:19 PM FILED/CERT