

*This instrument prepared by
and when recorded return to:*
Claude McCain Moncus, Esq.
CORLEY MONCUS, P.C.
728 Shades Creek Parkway
Suite 100
Birmingham, Alabama 35209
205.879.5959


20170228000067900 1/10 \$42.00
Shelby Cnty Judge of Probate, AL
02/28/2017 08:04:01 AM FILED/CERT

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment"), dated as of the 22nd day of February, 2017, by **SHELBY INVESTMENTS, LLC**, a Georgia limited liability company (hereinafter called the "Borrower"), Mortgagor, whose address is 2464 Glasscott Point, Hoover, Alabama 35226, Attn: Tim Webster, in favor of **SERVISFIRST BANK**, an Alabama banking corporation (hereinafter called "Lender"), Mortgagee, whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attn: Nicholas J. Balanis.

I. RECITALS

This Assignment is made as additional security for a loan by Lender to Borrower in the principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (the "Loan"). The Loan is evidenced by a Promissory Note of even date herewith executed and delivered by Borrower to Lender in said amount (as the same may hereafter be extended, renewed, modified or amended, the "Note"). The Loan is secured by the real property more particularly described on Exhibit "A" attached hereto and the improvements located thereat (collectively, the "Property").

II. GRANTING CLAUSE

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

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

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

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

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

(i) the immediate and continuing right to receive and collect all insurance proceeds, condemnation awards, moneys and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise (except sums payable directly to any person other than the lessor thereunder);

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

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

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

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

(vi) the right to exercise any option required or permitted; and
and Borrower authorizes Lender:

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

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

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

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

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

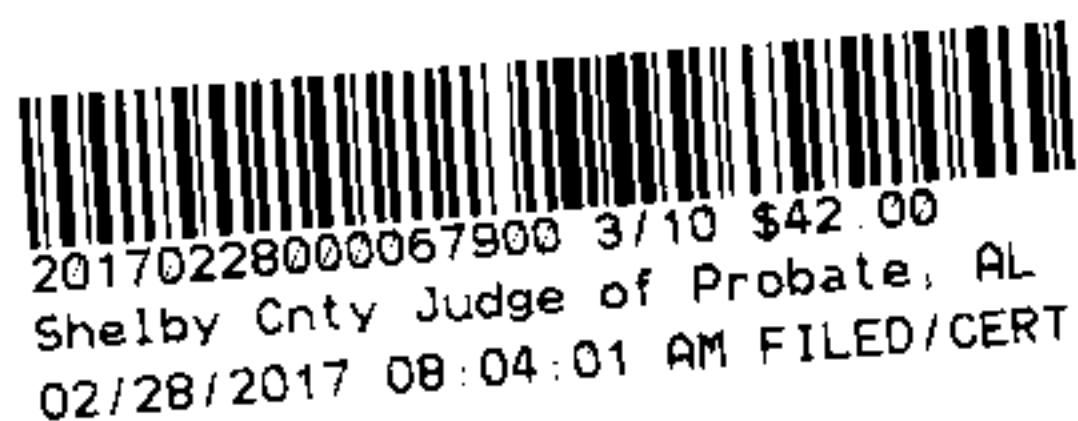
TO HAVE AND TO HOLD unto Lender, its successors and assigns, forever, subject to and upon the terms set forth herein.

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

III. COVENANTS

3.1 **No Other Assignment.** Borrower warrants, represents, and covenants that it is the sole owner of the entire lessor's interest in the Leases and has full right to assign the Leases and the rents due or to become due thereunder, that there has been no previous and, without Lender's prior written consent as to form and substance, Borrower will permit no future assignment (as collateral or otherwise) of the Borrower's right, title, and interest in any of the Leases, that the Leases are in full force and effect in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever, except as otherwise disclosed to Lender, that, to the best of Borrower's knowledge, the lessees are not in default under the Leases and the best of Borrower's knowledge as of the date hereof, have no defenses, setoffs, or counterclaim against the lessor under the Leases, that no rent reserved in the Leases has been assigned or anticipated, and that no rent for any period subsequent to the date hereof has been collected for more than one (1) month in advance of the time when the said rent becomes or would become due under the terms of the Leases except for security deposits and except as otherwise disclosed in writing to Lender by Borrower.

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



immediately upon written request from Lender, and in the event Lender reasonably requests that such a specific action be taken, to use all reasonable efforts to cause such action to be taken promptly. Borrower shall, but only at the discretion of Lender, give any consent of lessor under any of the Leases, or exercise any option available to lessor under any of the Leases in the event of casualty or condemnation affecting the Property. Borrower shall execute and deliver, at the reasonable written request of Lender, all such further assurances and assignments as Lender from time to time shall require.

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

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

IV. DEFAULTS AND REMEDIES

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

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

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

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

4.3 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies

available by operation of law and under the Note and the other Loan Documents. The said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Borrower or the Property, or either of them, at the sole discretion of Lender and may be exercised as often as occasion therefor shall arise.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

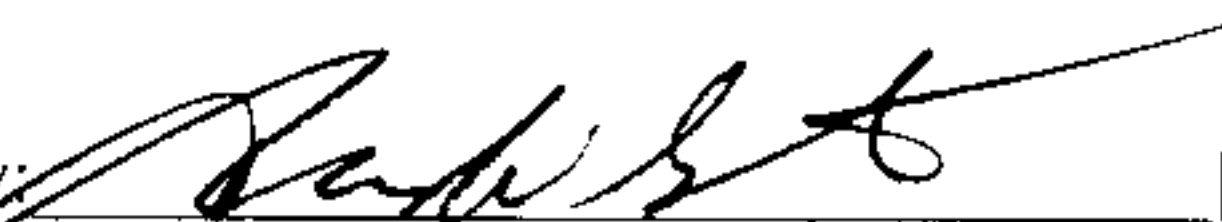
5.6 **Governing Law.** THE VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ALABAMA.

[Signature page to follow]

IN WITNESS WHEREOF, Borrower has executed this instrument, or has caused the same to be properly executed, as of the day and year first above written.

BORROWER:

SHELBY INVESTMENTS, LLC, a Georgia limited liability company

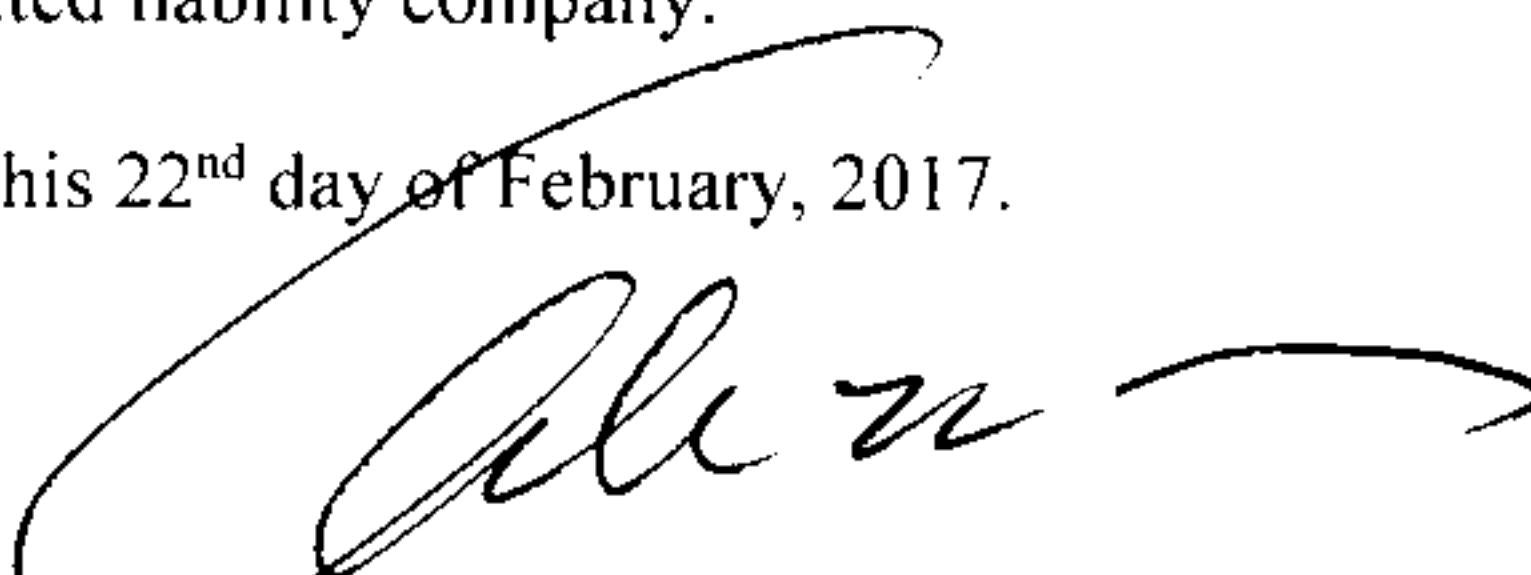
By:  [SEAL]
Name: Tim Webster
Title: Sole Member

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Tim Webster, as the Sole Member of **SHELBY INVESTMENTS, LLC**, a Georgia 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 Sole Member, and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 22nd day of February, 2017.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: 12/28/2019


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Shelby Cnty Judge of Probate, AL
02/28/2017 08:04:01 AM FILED/CERT

EXHIBIT "A"

PARCEL I

Part of Section 14, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ except that portion of property known as Higginbotham Cemetery lying in the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying East of the centerline of Little Shades Creek; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying northeast of the centerline of Little Shades Creek; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying west of the centerline of Little Shades Creek; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, except that portion of property lying East of the centerline of Little Shades Creek; the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North of the centerline of Little Shades Creek; the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$.

Part of Section 23, Township 21 South, Range 5 West, situated in Bibb County, Alabama as follows:

Tract 1:

The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; the Northwest diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying North of the centerline of Little Shades Creek; the Southeast diagonal $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, except that portion of property lying south of the centerline of Little Shades Creek; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of the centerline of Little Shades Creek; all that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying North and East of the centerline of Little Shades Creek.

Tract 2:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 23, Township 21, Range 5 West and that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying North of Shades Creek and that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying South of Shades Creek, Section 23, Township 21, Range 5 West, Situated in Bibb County, Alabama.

Less and Except: The lower portion of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the lower portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying South of Shades Creek; Section 23, Township 21 South, Range 5 West, Situated in Bibb County, Alabama.

PARCEL II

Part of Section 12, Township 21 South, Range 5 West, situated in Shelby County, Alabama, as follows:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road #13.

Part of Section 7, Township 21, Range 4 West, situated in Shelby County, Alabama, as follows:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road

#13; that part Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying South of the center line of the Turner Road/Shelby County Road #13; that part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying South of the center line of Shelby County Road #13 and West of the center line of Shelby County Road #261;

PARCEL III

Part of Section 13, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, except that portion of property lying West of Little Shades Creek.

Part of Section 14, Township 21 South, Range 5 West, situated in Shelby County, Alabama as follows:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, except that portion in the Northwest corner which may be part of a cemetery.

Part of Section 24, Township 21 South, Range 5 West, situated in Shelby County, Alabama, as follows:

Tract 1:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ lying south of the centerline of Little Shades Creek;

Tract 2:

A part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ being more particularly described as follows:

Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama; thence run South along the west line thereof to the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence run in a northeasterly direction 2,940 feet, more or less, to a point on the west line of the intersection of CR-251 and the west side of the reserved easement and as described in Exhibit "C" of that certain deed into Shelby Investments, LLC recorded in Instrument #20140723000225620 in the Office of the Judge of Probate of Shelby County, Alabama; thence with a deflection angle of 52 degrees 33 minutes to the left, run in a Northeasterly direction for a distance of 135.69 feet to a point; thence with a deflection angle of 21 degrees 17 minutes to the right, continue in a Northeasterly direction for a distance of 234.36 feet to a point; thence with a deflection angle of 12 degrees and 44 minutes to the right, continue in a Northeasterly direction for a distance of 474.07 feet to a point; thence with a deflection angle of 18 degrees 42 minutes to the right, run in an Easterly direction for a distance of 288.12 feet to a point; thence with a deflection angle of 06 degrees and 24 minutes to the right, run in a Southeasterly direction for a distance of 128.40 feet to a point; thence with a deflection angle of 16 degrees and 43 minutes to the left, run in a Northeasterly direction for a distance of 132.07 feet to a point; thence with a deflection angle of 12 degrees 45 minutes to the right, run in an Easterly direction for a distance of 214 feet more or less to the East boundary of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence run North along the East boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section line to the Northeast

corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence run West along the North line of Section 24 to the Point of Beginning.

Less and except the following:

A Parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 24, Township 21 South, Range 5 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 24; thence run North $00^{\circ} 00' 00''$ East (an assumed bearing) along the West line of said Quarter-Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Southwest Quarter of the Northeast Quarter of said Section 24; thence continue North $00^{\circ} 00' 00''$ East (an assumed bearing) along the West line of said Quarter-Quarter Section for a distance of 1380.47 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence run South $89^{\circ} 57' 08''$ East along the South line of said Quarter-Quarter Section for a distance of 877.69 feet to an iron pin set with SSI cap at the Point of Beginning; thence run North $02^{\circ} 25' 47''$ East for a distance of 411.05 feet to an iron pin set with SSI cap; thence run North $60^{\circ} 39' 35''$ East for a distance of 395.02 feet to an iron pin set with SSI cap on the new West Right-of-Way line of Shelby County Highway #251; thence run South $04^{\circ} 56' 51''$ West along said West Right-of-Way line for a distance of 400.00 feet to an iron pin set with SSI cap; thence run South $57^{\circ} 50' 48''$ West for a distance of 386.56 feet to the Point of Beginning.