

Purchase Money

State of ALABAMA
County of SHELBY

M O R T G A G E

This indenture is made and entered into this 28th day of December, 2017, by and between James Michael Stockard, Jr, a married man (hereinafter called "Mortgagor", whether one or more) and 261 Land, LLC (called "Mortgagee").

WHEREAS, James Michael Stockard Jr, is justly indebted to the Mortgagee in the amount of Three Hundred and eighty thousand Dollars (\$380,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 15th, 2018.

Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of even date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE ATTACHED EXHIBIT "A"&"B"

This is a purchase money mortgage.

Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this mortgage is subordinate to prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms




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and provisions of such prior mortgage, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due under the terms of such prior mortgage so as to put the same in good standing; and any and all payments so made together with interest thereon (at the rate of 8% per annum or the highest rate then permitted by Alabama law, whichever shall be less), shall be added to the indebtedness secured by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear, such insurance to be in an amount at least equal to the sum of the Debt and any other indebtedness secured by a prior mortgage or mortgages on the Real Estate. The original insurance policy and all replacements and renewals therefore, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The insurance policy must provide that it may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

At Mortgagee's request, Mortgagor shall pay to Mortgagee on the day monthly installments of principal and interest are payable under the aforesaid Note, until said Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof.

Subject to the rights of the hold of the prior mortgage set forth above, if any, the Mortgagor hereby assigned and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insured said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds for such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens


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shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by Mortgagee until paid (at the rate of 8% per annum or the highest rate then permitted by Alabama law, whichever shall be less.)

Subject to the rights of the holder of the prior mortgage set forth above, if any, the Mortgagor hereby assigned and pledges to the Mortgagee as further security for the payment of the Debt the following described property, rights, claims, rents, profits, issues and revenues:

- (1). all rents profits, issues, and revenues of the Real Estate from the time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right of receive and retain such rents, profits, issues and revenues:
- (2). all judgement, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof as received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

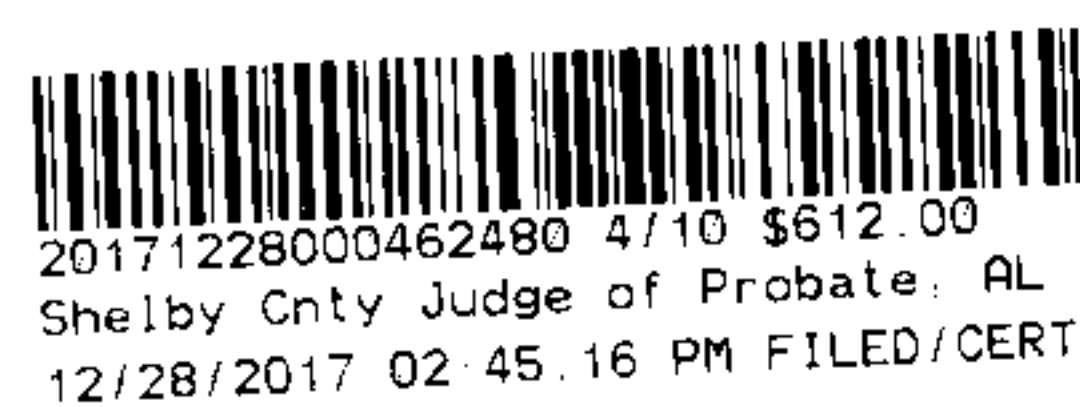
The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument



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signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Upon condition, however, that if the Mortgagor pays the Debt (which debt includes the indebtedness evidenced by the promissory note referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deducting of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) made a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceeding; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt (which includes principal and accrued interest) shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows; first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee, and no such attorney's fees shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have



been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) whether the same shall or shall not have fully matured at the date of said sale, but not interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.


The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee; provided, however, that no such attorney's fees shall be collected if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure that Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such line or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgagee, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

In Witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.



James Michael Stockard Jr.


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ACKNOWLEDGMENT FOR INDIVIDUAL(S)

State of Alabama
County of Shelby

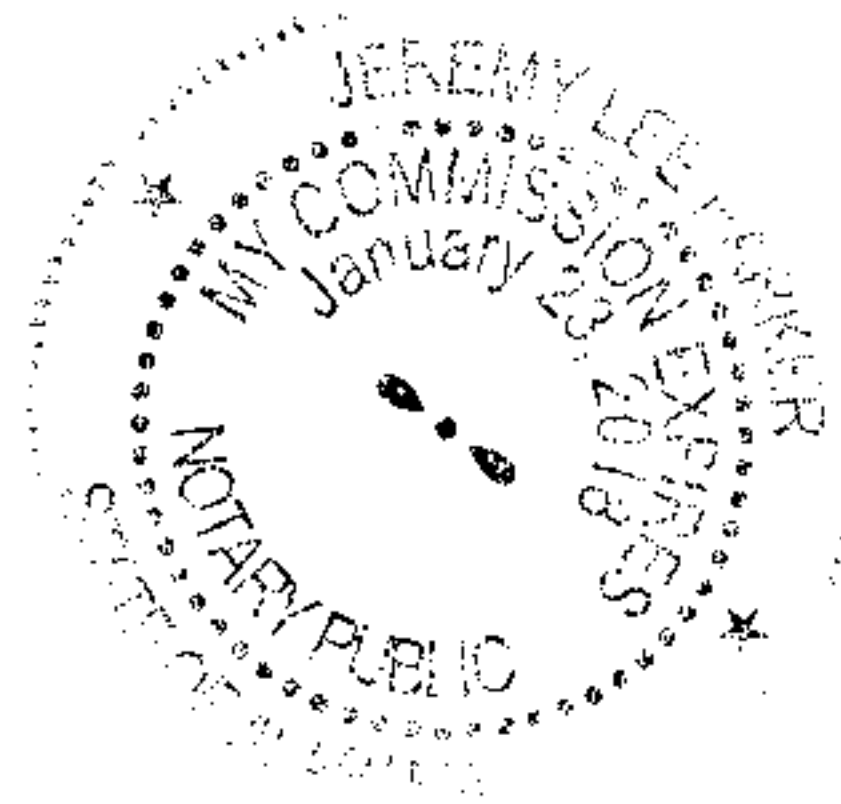
I, the undersigned authority, in and for said County in said State, hereby certify that James Michael Stockard Jr., whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instruments, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28th day of December, 2017.



Notary Public

My Commission Expires: 1-23-18



Prepared by: Jeremy L. Parker
Parker Law Firm, LLC
1560 Montgomery Hwy, Suite 205
Birmingham, AL 35216



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EXHIBIT "A"

Begin at the Southeast Corner of the NW 1/4 of the NE 1/4, Section 11, T-20S, R3 W; thence run northerly along the east boundary of said 1/4 1/4 for 1329.28 feet to a point, being the Northeast Corner of said NW 1/4 of NE 1/4; thence turn a deflection angle of 34° 56' 48" to the right and run along and beyond the northwest boundary of Paramount Ridge Subdivision, Sector 1 as recorded in Map Book 17, Page 119, in the Probate Office of Shelby County, for a distance of 795.00 feet to a point; thence turn a deflection angle of 90° to the left and run 730.00 feet to a point; thence turn a deflection angle of 27° 30' 11" to the right and run 339.27 feet to a point; thence turn a deflection angle of 50° 43' 32" to the right and run 170.00 feet to a point; thence turn a deflection angle of 90° to the left and run 240.00 feet to the point of intersection with the east right-of-way line of Alabama Highway 261; thence turn a deflection angle of 90° to the left and run along said right-of-way line for 400.00 feet to a point, being a right of-way monument at the intersection of Alabama Highway 261 and County Highway 105; thence turn a deflection angle of 33° 25' 19" to the left and run along a flare right-of-way line between the aforementioned Highways 261 and 105 for 85.91 feet to a point; thence turn a deflection angle of 37° 39' 22" to the left and run along the northeast right-of-way line of County Highway 105 along a curve to the right, having a radius of 433.10 feet and a central angle of 58° 47' 53", for an arc distance of 444.46 feet to a point; thence continue along said right-of-way along a tangent section for 32.75 feet to a point; thence turn a deflection angle of 90° to the right and run along said right-of-way for 15.00 feet to a point; thence turn a deflection angle of 90° to the left and run along said right-of-way for 235.35 feet to a point; thence turn a deflection

angle of 21° 41' to the right and run along said right-of-way for 53.83 feet to a point; thence turn a deflection angle of 21° 41' to the left and run along said right-of-way for 792.71 feet to a point; thence continue along said right-of-way along a curve to the left, having a radius of 1869.86 feet and a central angle of 22° 41' 42", for an arc distance of 740.66 feet to a point; thence turn a deflection angle of 16° 08' 09" to the left, from the tangent of said curve, and run along said right-of-way for 75.7 feet to a point; thence turn a deflection angle of 13° 33' to the right and run along said right-of-way for 200.65 feet to the point of intersection with the south boundary of the NW 1/4 of the NE 1/4 of Section 11, T-20S, R-3W; thence turn a deflection angle of 75° 36' 57" to the left and run along the south boundary of said NW 1/4 of NE 1/4 for 672.58 feet to the point of beginning. Said parcel is lying in the SE 1/4 of Section 2, T-20S, R-3W, and in the NW 1/4 of the NE 1/4, Section 11, T-20S, R-3W, and contains 44.3 acres. Parcel subject to deeds, easements and rights-of-way of record.

Less and except

Parcel 1

Excepted from the above described parcel is a 60-foot wide easement running from County Highway 105 to the south line of parcel 3A, being described as follows: Commence at the Northeast Corner of the SE 1/4 of Section 2, T-20S, R 3 W; thence run southerly along the east boundary of said 1/4 section for 756.75 feet to a point; thence turn a deflection angle of 35° 32' 57" to the right and run 1477.23 feet to a point; thence turn a deflection angle of 90° to the right and run 295.80 feet to the point of beginning of the centerline of a 60 foot wide easement from the parcel described above to County Highway 105; thence turn a deflection angle of 82° 51' 10" to the left and run in a southwesterly direction for 710.62 feet to a point, being the point of beginning of a curve; thence continue along the centerline of the easement along a curve to the right, with a radius of 171.80 feet and a central angle of 60° 24' 13", for an arc distance of 181.12 feet to the end of the curve; thence continue along said centerline of said easement along a tangent section for 180.37 feet to the point of intersection with the east right-of-way line of County Highway 105 and the point of ending of said easement centerline; said easement is 60 feet in width, being 30 feet on each side of the above described centerline.

Excepted from the above described parcel is that certain piece or parcel of land measuring approximately 100 feet by 100 feet out of a parcel located in the NE 1/4, Section 11, T20S, R3W, Shelby County, Alabama, said parcel being Parcel No.1 as shown on Map 58-13-01-11-1-2-01 of the Tax Records of Shelby County, Alabama.

Also excepted from the above described parcel is that certain piece or parcel of land being a 200 foot offset of the present right of way of State Highway 261.

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A tract of land, situated in the Northeast $\frac{1}{4}$ of Section 11, and the Southeast $\frac{1}{4}$ of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama

Begin at the Southeast corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 20 South, Range 3 West, said point being a found iron (capped "DVA"); thence run northerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section line for 1331.32 feet to the Northwest corner of Lot 15, Block 3, according to the Survey of Cahaba Valley Estates – Sixth Sector, as recorded in Map Book 6, Page 25, as recorded in the Probate Office of Shelby County, Alabama, and the Southwest corner of Lot 1, according to the Survey of Paramount Ridge Sector 1, as recorded in Map Book 17, Page 119, in the Probate Office of Shelby County, Alabama, said point also being a found 3" capped pipe being the Northeast corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said section; thence leaving said $\frac{1}{4}$ - $\frac{1}{4}$ section line, turn an interior angle of $214^{\circ}57'32''$ and run Northeasterly along Lots 1 thru 3 of said Paramount Ridge Sector 1 Survey for 795.00 feet; thence turn an interior angle of $90^{\circ}00'00''$ and run Northwesterly for 639.98 feet; thence turn an interior angle of $100^{\circ}41'33''$ and run Southwesterly for 626.57 feet to a point on the easterly right-of-way line of Bearden Road (Co. Hwy 105); thence turn an interior angle of $146^{\circ}41'54''$ and run southwesterly along said road right-of-way for 73.91 feet: thence turn an interior angle of $201^{\circ}46'25''$ and run southwesterly along said road right-of-way for 55.81 feet to a found concrete monument; thence turn an interior angle of $158^{\circ}21'11''$ and run southwesterly for 793.40 feet to a curve to the left with a radius of 1870.08 feet, and delta of $22^{\circ}37'07''$; thence run along said arc and said road right-of-way for 738.25 feet to a found concrete monument; thence turn an interior angle of $152^{\circ}26'49''$ from said chord and run Southeasterly along said road right-of-way for 77.29 feet to a found concrete monument;

thence turn an interior angle of $193^{\circ}45'10''$ and run southeasterly for 202.56 feet to a point on the South line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 11, Township 20 South, Range 3 West; thence leaving said road right of way, turn an interior angle of $104^{\circ}11'35''$ and run easterly along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 672.09 feet to the point of beginning.



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Exhibit 'B'

Begin at the Northeast Corner of the SE ¼ of Section 2, T-20S, R-3W; thence run westerly along the north boundary of said ¼ section for 943.85 feet to a point; thence turn a deflection angle of 68° 30' to the left and run 653.40 feet to a point; thence turn a deflection angle of 90° to the right and run 338.42 feet to the point of intersection with the east right-of-way line of Alabama Highway 261; thence turn a deflection angle of 89° 49' 28" to the left and run along said right-of-way for 601.94 feet to a point; thence turn a deflection angle of 90° to the left and leaving said right-of-way run 240.00 feet to a point; thence turn a deflection angle of 90° to the right and run 170.00 feet to a point; thence turn a deflection angle of 50° 43' 32" to the left and run 339.27 feet to a point; thence turn a deflection angle of 27° 30' 11" to the left and run 730.00 feet to a point; thence turn a deflection angle of 90° to the left and run 1477.23 feet to the point of intersection with the east boundary of the SE ¼ of Section 2, T-20S, R-3W; thence turn a deflection angle of 35° 32' 57" to the left and run along said east boundary of said 1/4 section for 756.75 feet to the point of beginning. Said parcel of land is lying in the SE 1/4 of Section 2, T-20S, R-3W, and contains 50.2 acres. Parcel subject to deeds, easements and rights-of-way of record including a 100' by 100' City of Pelham-water tank site as described in Real Book 178, Page 972, in the Probate Office of Shelby County, Alabama, including a 20 foot wide access easement to the water tank site.

Less and accept

Parcel 1

BEGIN at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama, said point also being point on the south line of Lot 17, according to the survey of Chanda Terrace Fourth Sector, as recorded in Map Book 12, Page 99, in the Probate Office of Shelby County, Alabama; Thence run west along the north line of said 1/4 - 1/4 section and the south line of said Chanda Terrace Fourth Sector a distance of 376.79 feet to a point; Thence leaving said 1/4 - 1/4 line and the south line of Chanda Terrace Fourth Sector turn an interior angle of 103°43'55" to the right and run southwest a distance of 691.29 feet to a point; Thence turn an interior angle of 206°47'58" to the right and run southwest a distance of 688.00 feet to a point; Thence turn an interior angle of 90°00'00" to the right and run southeast a distance of 35.17 feet to a point; Thence turn a interior angle of 270°00'00" to the right and run southwest a distance of 234.47 feet to a point; Thence turn an interior angle of 90°00'00" to the right and run southeast a distance of 259.83 feet to a point; Thence turn a interior angle of 270°00'00" to the right and run southwest a distance of 28.90 feet to a point; Thence turn an interior angle of 90°00'00" to the right and run southeast a distance of 349.25 feet to a point; Thence turn an interior angle of 82°54'29" to the right and run northeast a distance of 1265.78 feet to a point being the southwest corner of Lot 32, according to the survey of Chanda Terrace Third Sector, as recorded in Map Book 10, Page 97, in the Probate Office of Shelby County, Alabama; Thence turn an interior angle of 144°26'29" to the right and run northeast along the west line of Lot 32 and the west line of Lots 33-A thru Lots 47-A, according to the survey of Crestwood Resurvey, as recorded in Map Book 13, Page 142, in the Probate Office of Shelby County, Alabama a distance of 757.57 to the POINT OF BEGINNING

Said tract of land containing 22.05 acres or 960,631 sq.ft. more or less.

Less and Except Book 178, Page 972, as recorded in the Probate Office of Shelby County, Alabama, containing 10,000 sq. ft.

Said property being a portion of property described in Instrument 20031105000736140 as recorded in the Office of the Judge of Probate of Shelby County, Alabama.



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Parcel 2

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 20 South, Range 3 West, Shelby County, Alabama and the Southwest corner of Lot 1, according to the survey of Paramount Ridge Sector 1, as recorded in Map Book 17, Page 119, in the Probate Office of Shelby County, Alabama ; thence leaving said line run northeast along the West line of Lot 1, Lot 2 and Lot 3 of said survey for 795.00 feet to the point of beginning; thence continue northeast along the last described course for 210.57 feet to a point; thence turn an interior angle of 97 degrees 05 minutes 31 seconds to the right and run northwest a distance of 349.25 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the left and run northeast a distance of 28.90 feet to a point; thence turn an interior angle 90 degrees 00 minutes 00 seconds to the right and run northwest a distance of 259.83 feet to a point; thence turn an interior angle of 90 degrees 00 minutes 00 seconds to the right and run southwest a distance of 316.87 feet to a point; thence turn an interior angle of 82 degrees 54 minutes 29 seconds to the right and run southeast a distance of 639.98 feet to the point of beginning.

