

This document is being re-recorded to add the instrument number on page 2 for the Assignment information.

This instrument prepared by  
and after recording return to:

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


20180105000006200  
01/05/2018 03:30:16 PM  
MORTAMEN 1/23

**AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT**

**THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED  
BY THIS MORTGAGE IS \$14,610,000.00**

**THIS AMENDED AND RESTATED MORTGAGE AND SECURITY AGREEMENT** (this "Mortgage"), is made and entered into as of December 8, 2017, by and among **DUNNAVANT COMMERCIAL, LLC**, an Alabama limited liability company ("Dunnavant"), **THORNTON NEW HOME SALES, INC.**, an Alabama corporation ("Thornton New Home Sales"), **THORNTON I-65 HOLDINGS, LLC**, an Alabama limited liability company ("Thornton I-65"), **LOGAN REAL ESTATE HOLDINGS, LLC**, an Alabama limited liability company ("Logan"), **MCCALLA PARTNERS, LLC**, an Alabama limited liability company ("McCalla"), and **TANNEHILL INVESTMENTS, LLC**, an Alabama limited liability company ("Tannehill") (Dunnavant, Thornton New Home Sales, Thornton I-65, Logan, McCalla, and Tannehill hereinafter referred to collectively as the "Borrowers" and each singularly as a "Borrower"), each of whose address is c/o Thornton, Inc., 5300 Cahaba River Road, Suite 200, Birmingham, Alabama 35243, Attention: Mr. William L. Thornton III, and **SERVISFIRST BANK**, an Alabama banking corporation (the "Bank"), whose address is 2500 Woodcrest Place, Birmingham, Alabama 35209, Attention: Mr. Clark Zinsmeister. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in that certain Amended and Restated Credit Agreement of even date herewith among Borrowers and Bank (as amended from time to time, the "Credit Agreement"). This Mortgage amends and restates in its entirety the Amended Prior Mortgage, as assigned to Bank pursuant to the Assignment of Prior Mortgage (as such terms are hereinafter defined).

**NOTE TO RECORDING OFFICE:** Mortgage tax was paid on the amount of \$7,055,346.00 upon recording of the Prior Mortgage (as hereinafter defined), and on the amount of \$1,000,000.00 upon recording of the Prior Mortgage First Amendment (as hereinafter defined). Concurrently herewith, Bank is extending additional credit to Borrowers in the amount of \$6,554,654.00, and mortgage tax on such amount is being paid concurrently with the recording of this Mortgage.

  
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Shelby Cnty Judge of Probate, AL  
12/15/2017 08:39:56 AM FILED/CERT

**WITNESSETH:**

**WHEREAS**, Borrowers and Thornton, Inc. executed and delivered in favor of Synovus Bank ("Synovus") that certain Mortgage and Security Agreement dated as of August 26, 2016, and recorded

(i) in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20160831000315230;

(ii) in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument #2016090578; and

(iii) in the Office of the Judge of Probate of Tuscaloosa County, Alabama in Mortgage Book 2016 at Page 53701 (the "Prior Mortgage"); and

**WHEREAS**, Borrowers, Thornton, Inc. and Synovus entered into that certain First Amendment to Mortgage and Security Agreement dated as of July 18, 2017, and recorded

(i) in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20170720000259070;

(ii) in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument #2017074032; and

(iii) in the Office of the Judge of Probate of Tuscaloosa County, Alabama in Mortgage Book 2017 at Page 45165 (the "Prior Mortgage First Amendment", and the Prior Mortgage, as amended by the Prior Mortgage First Amendment, referred to herein as the "Amended Prior Mortgage")); and

**WHEREAS**, the Amended Prior Mortgage has been assigned by Synovus to Bank pursuant to that certain Assignment of Mortgage and Security Agreement of even date herewith, and recorded

(i) in the Office of the Judge of Probate of Shelby County, Alabama as Instrument # 20171215000446920

(ii) in the Office of the Judge of Probate of Jefferson County, Alabama as Instrument # 2017121667; and

(iii) in the Office of the Judge of Probate of Tuscaloosa County, Alabama in <sup>Misc.</sup> Mortgage Book 2017 at Page 14455 (the "Assignment of Amended Prior Mortgage"); and

**WHEREAS**, Borrowers are and remain justly indebted to Bank under the provisions of the Credit Agreement, such indebtedness being evidenced by the Notes; and

**WHEREAS**, The Dunnivant Square Cooperative District of Shelby County, Alabama, an Alabama non-profit corporation ("District") is and remains justly indebted to Bank, such indebtedness being evidenced by the District Project Note; and

**WHEREAS**, Borrowers desire to secure the Obligations and the District Project Loan Obligations (hereinafter referred to collectively as the "Secured Obligations"), including, but not limited to, the obligation to pay the principal of and interest on the Notes and the District Project Note in accordance with the terms thereof and of the Credit Agreement and the other Loan Documents (including any and all extensions, modifications, and renewals thereof and substitutions therefor), and all Indemnified Losses and Default Costs; and

**WHEREAS**, Borrowers and Bank desire to amend and restate the Amended Prior Mortgage (as assigned to Bank pursuant to the Assignment of Amended Prior Mortgage) pursuant to the terms of this Mortgage.

**NOW, THEREFORE**, for and in consideration of Bank making the Loans and to secure the prompt payment and performance of the Secured Obligations, each Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and its successors and assigns, all of such Borrower's right, title and interest of whatever kind, nature or description, whether now owned or hereafter acquired (hereinafter referred to as a "Borrower's Interest") in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

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

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

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests,



privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by such Borrower;

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

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

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors in title and assigns of Bank, forever; and each Borrower covenants that such Borrower is lawfully seized and possessed of such Borrower's Interest in and to the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and each Borrower hereby warrants and will forever defend the title thereto against the claims of all Persons whomsoever, except as to those matters set forth in said Exhibit A.

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

BORROWERS HEREBY COVENANT AND AGREE WITH BANK AS FOLLOWS:

#### ARTICLE I

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

1.02 Security Agreement. With respect all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and each Borrower hereby grants to Bank a security interest in all of such Borrower's Interest in said Personal Property. Each Borrower authorizes Bank to file one or more financing statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrowers agree that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrowers and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) any Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrowers will promptly upon demand reimburse Bank for the costs therefor.

1.03 Use of Mortgaged Property. Borrowers shall at all times operate the Mortgaged Property as retail space or as residential property. Borrowers shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, no Borrower shall directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of such Borrower's Interest in the Mortgaged Property without the prior written consent of Bank.

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

ARTICLE II

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


2.02 Rights and Remedies.

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

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

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

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

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

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

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

2.07 Leases. To the extent allowed by applicable Laws, the assignment of Rents and Assigned Leases herein provided for is an absolute assignment and not an assignment for additional security only, provided that except as may be provided otherwise pursuant to any other Loan Document, each Borrower shall have the revocable license to take such actions with respect to the Assigned Leases and enter into such agreements and exercise (or refrain from exercising) all its rights and perform its obligations under the Assigned Leases (so long as the same does not otherwise give rise to a Default), including the right to collect each payment of Rents at the time provided in any applicable Assigned Lease for such payment, it being understood and agreed that if any Law exists requiring Bank to take actual possession of the Mortgaged Property (or some action equivalent to taking possession of the Mortgaged Property (such as securing the appointment of a receiver) for Bank to "perfect" or "activate" the rights and remedies of Bank as provided in this Mortgage or any other Loan Document, each Borrower waives the benefit of such Law. Upon the occurrence of any Event of Default, (i) the license granted herein shall immediately and automatically cease and terminate and shall be void and of no further force or effect, and (ii) Bank shall immediately be entitled to possession of any Rents (whether or not Bank enters upon or takes control of all or any portion of the Mortgaged Property). Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrowers, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

### ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrowers, their respective heirs, successors and assigns and subsequent owners of the Mortgaged Property, or

any part thereof, and shall inure to the benefit of the Bank and its successors and assigns and any holder of the Secured Obligations.


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

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

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

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


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IN WITNESS WHEREOF, this Mortgage has been executed and delivered as of the date first above written.


DUNNAVANT COMMERCIAL, LLC,  
an Alabama limited liability company

By:   
William L. Thornton III, its Manager


THORNTON NEW HOME SALES, INC.,  
an Alabama corporation

By:   
William L. Thornton III, its Chief Executive  
Officer


THORNTON I-65 HOLDINGS, LLC,  
an Alabama limited liability company

By:   
William L. Thornton III, its Manager


LOGAN REAL ESTATE HOLDINGS, LLC,  
an Alabama limited liability company

By:   
William L. Thornton III, its Manager


MCCALLA PARTNERS, LLC,  
an Alabama limited liability company


By:   
William L. Thornton III, its Manager

*[signatures continued on following page]*

  
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TANNEHILL INVESTMENTS, LLC,  
an Alabama limited liability company

By:   
William L. Thornton III, its Manager

  
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Shelby Cnty Judge of Probate, AL  
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SERVISFIRST BANK,  
an Alabama banking corporation

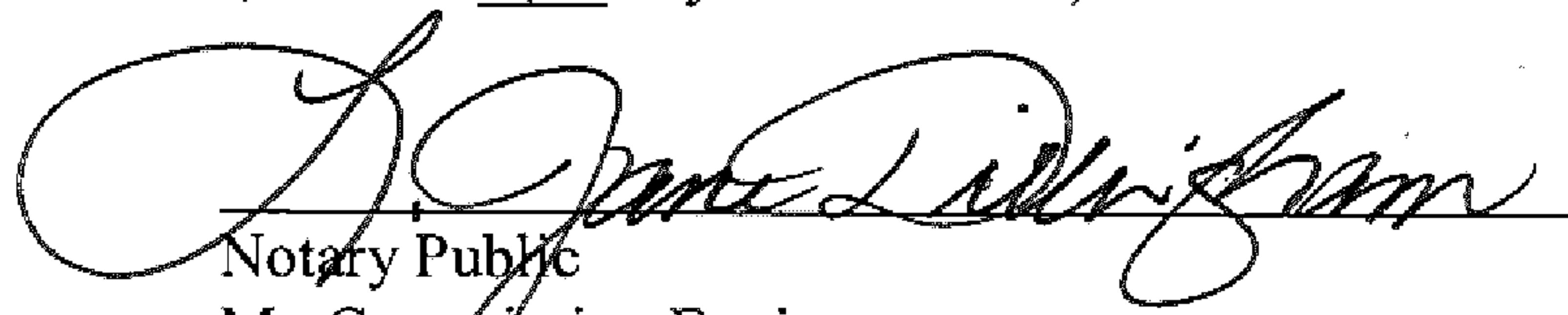
By: \_\_\_\_\_  
Its: \_\_\_\_\_

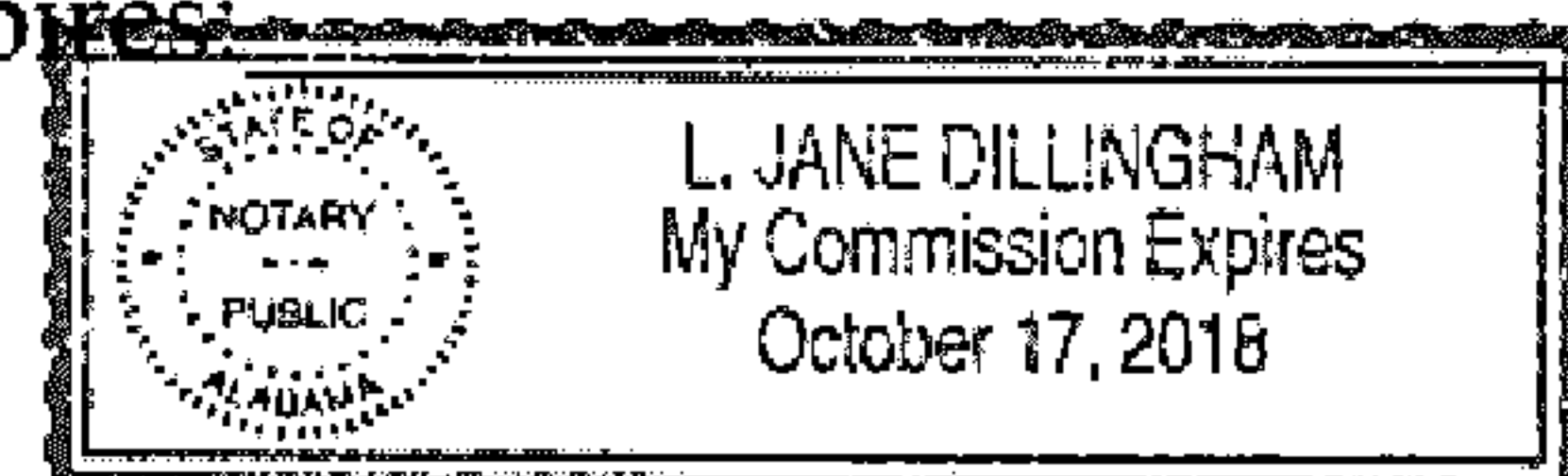
STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Dunnivant Commercial, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 7 day of December, 2017.

[SEAL]

  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Chief Executive Officer of Thornton New Home Sales, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this the 7 day of December, 2017.

[SEAL]

  
Notary Public  
My Commission Expires: \_\_\_\_\_



[acknowledgments continued on following page]

TANNEHILL INVESTMENTS, LLC,  
an Alabama limited liability company

By: \_\_\_\_\_  
William L. Thornton III, its Manager

SERVISFIRST BANK,  
an Alabama banking corporation

By: \_\_\_\_\_  
Its: Vice President

STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Dunnivant Commercial, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the \_\_\_\_ day of December, 2017.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_


STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Chief Executive Officer of Thornton New Home Sales, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal, this the \_\_\_\_ day of December, 2017.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

  
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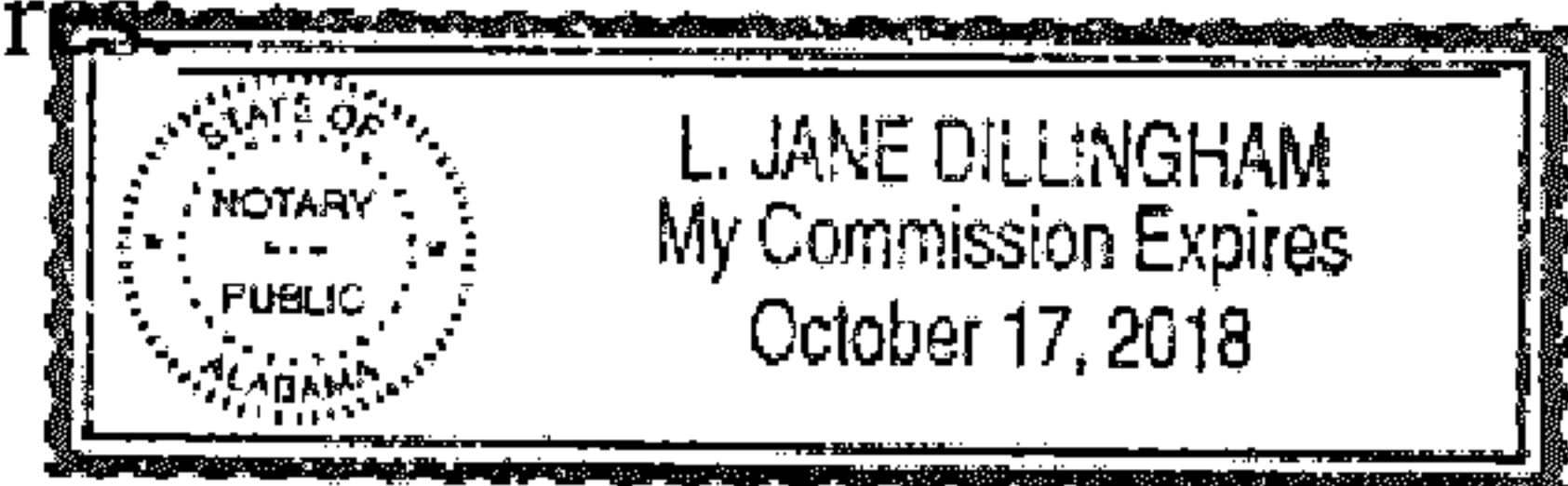
STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Thornton I-65 Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 7 day of December, 2017.



L. Jane Dillingham  
Notary Public  
My Commission Expires



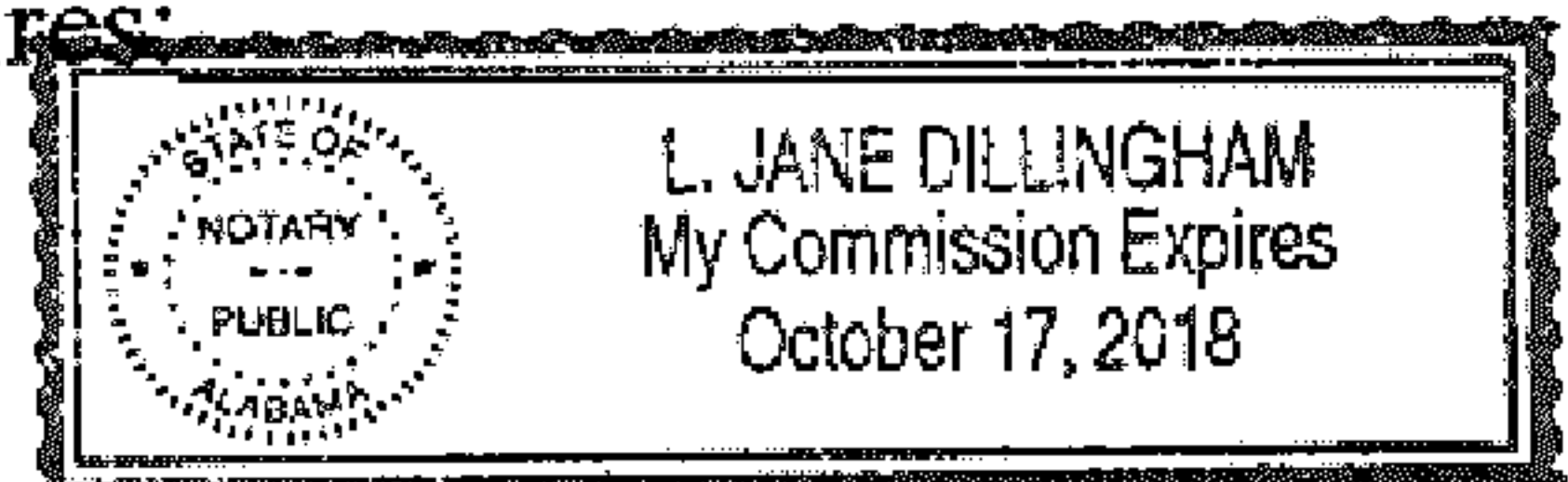
STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Logan Real Estate Holdings, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 7 day of December, 2017.



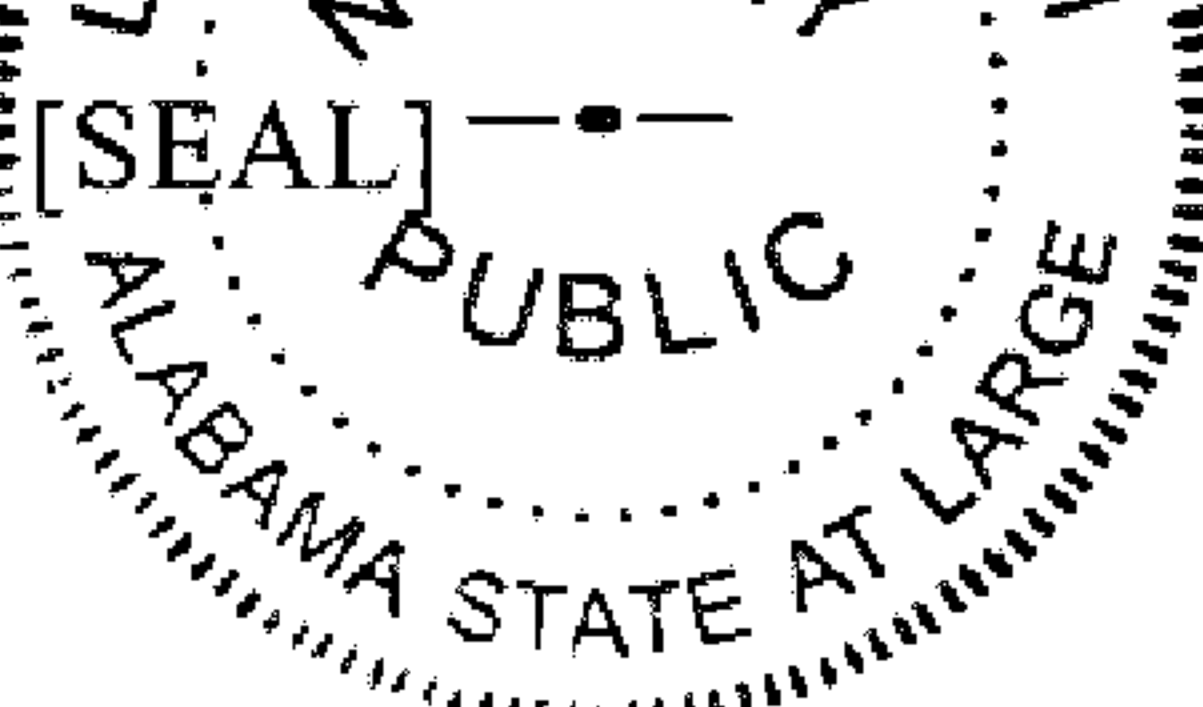
L. Jane Dillingham  
Notary Public  
My Commission Expires



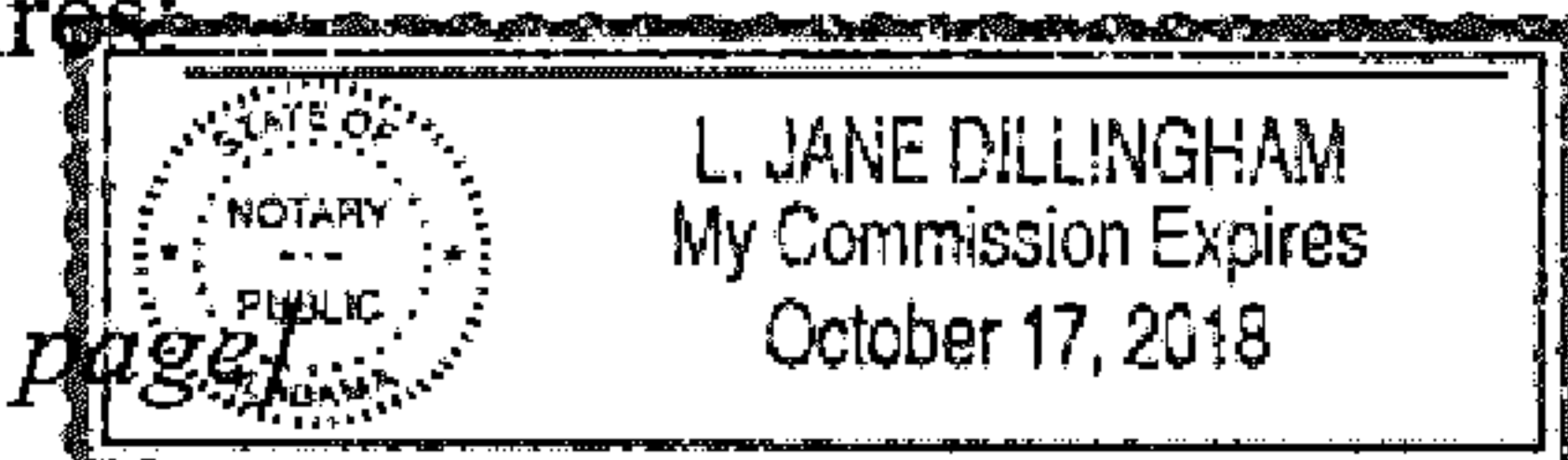
STATE OF ALABAMA  
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of McCalla Partners, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the 7 day of December, 2017.



L. Jane Dillingham  
Notary Public  
My Commission Expires

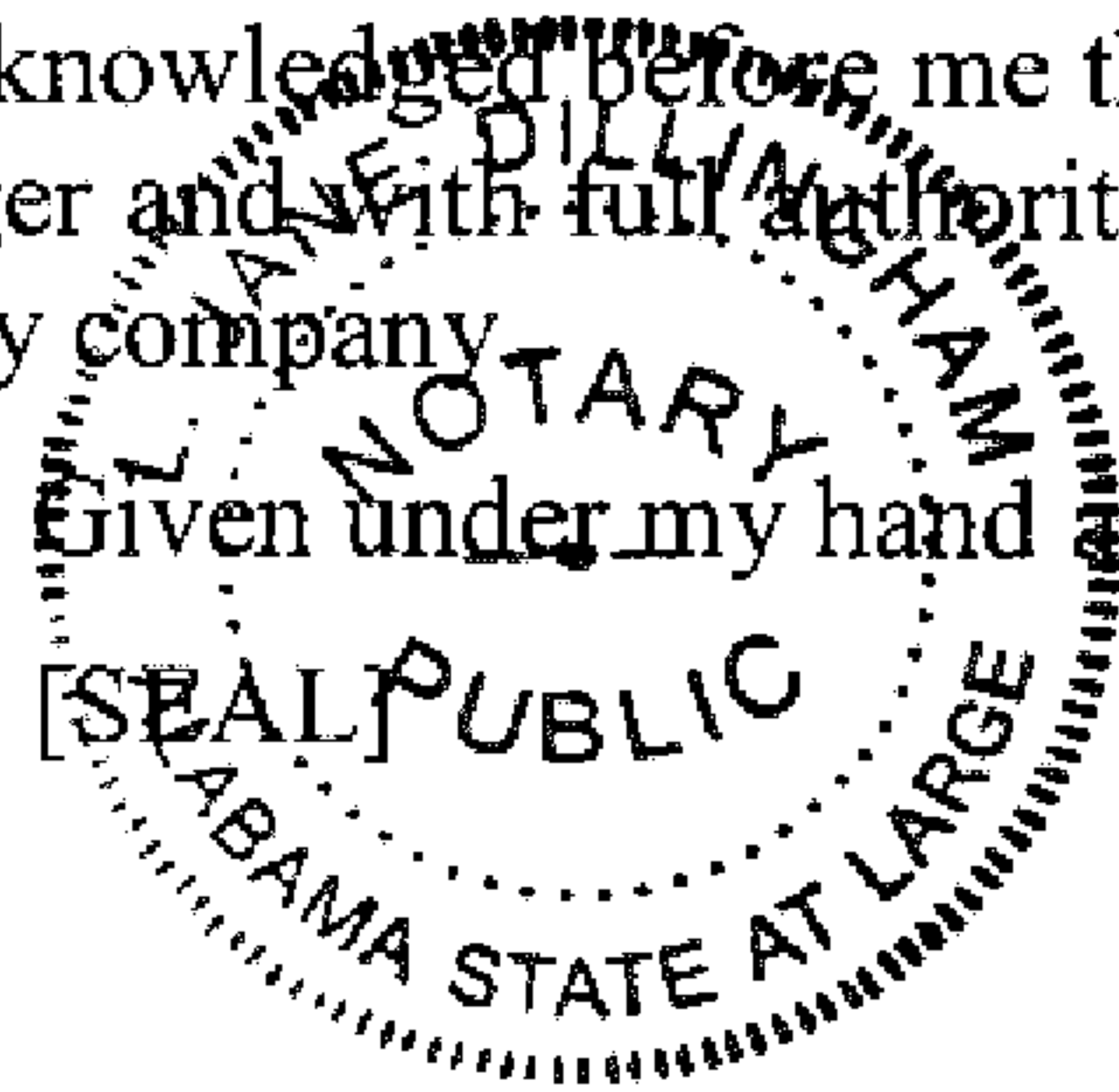


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STATE OF ALABAMA

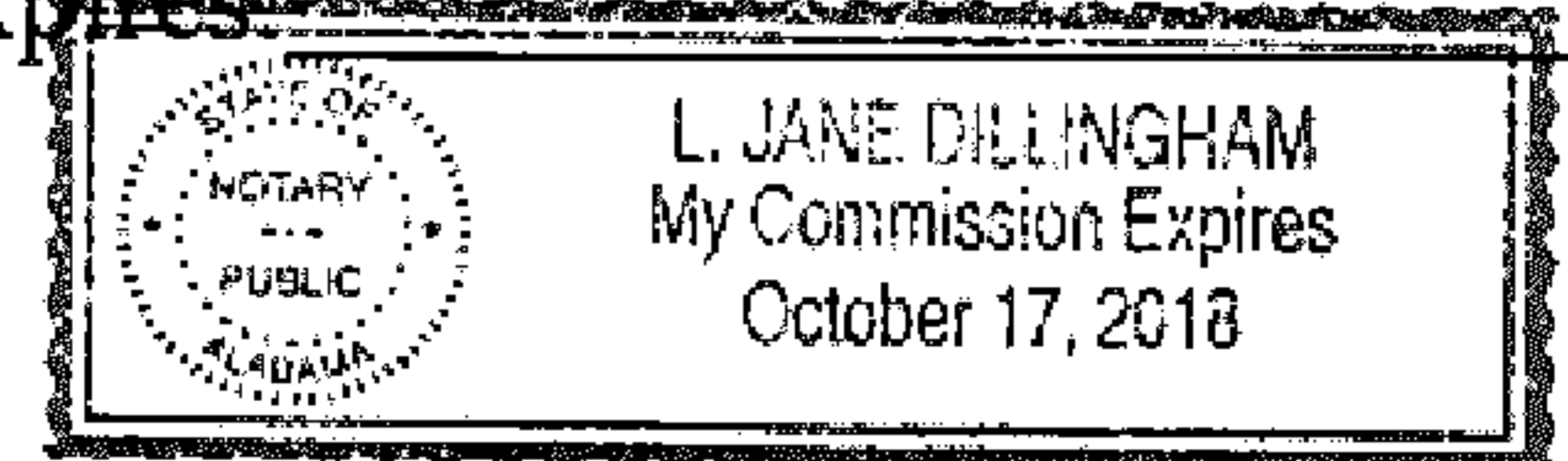
COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Tannehill Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.



Given under my hand and official seal, this the 7 day of December, 2017.

L. Jane Dillingham  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA

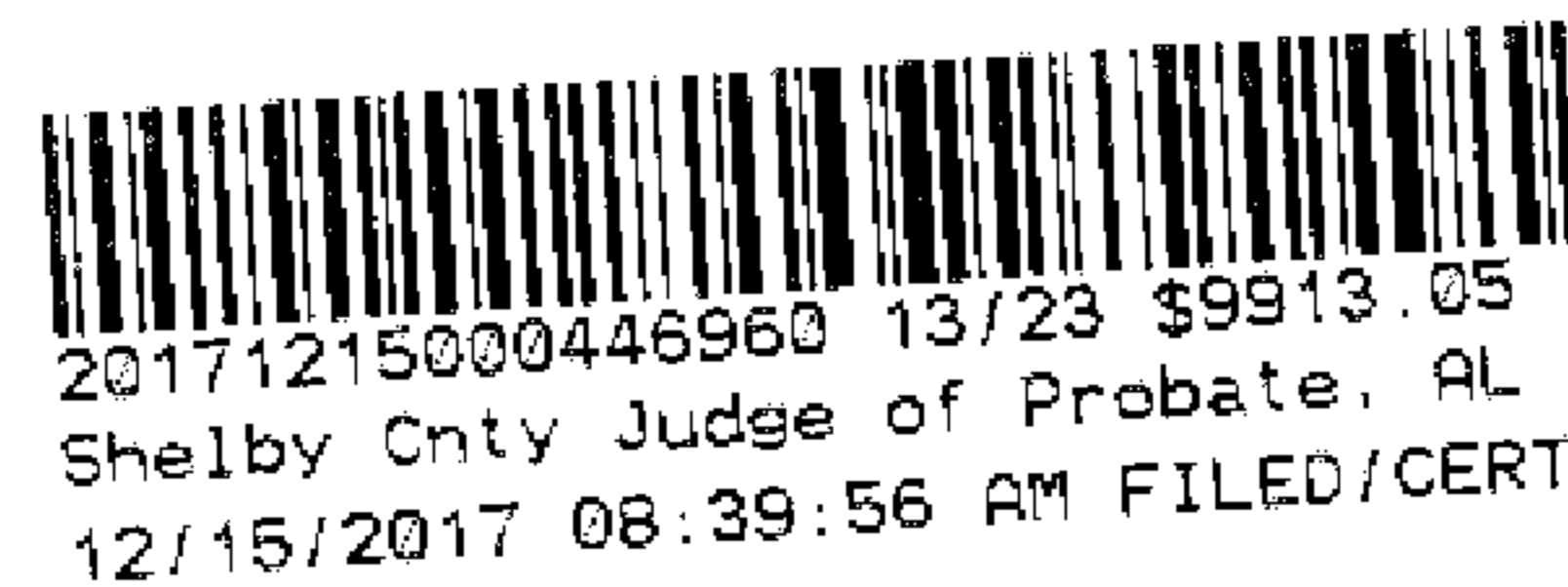
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of such banking corporation.

Given under my hand and official seal, this the \_\_\_\_ day of December, 2017.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA  
COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William L. Thornton III, whose name as Manager of Tannehill Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal, this the \_\_\_\_ day of December, 2017.

[SEAL]

\_\_\_\_\_  
Notary Public

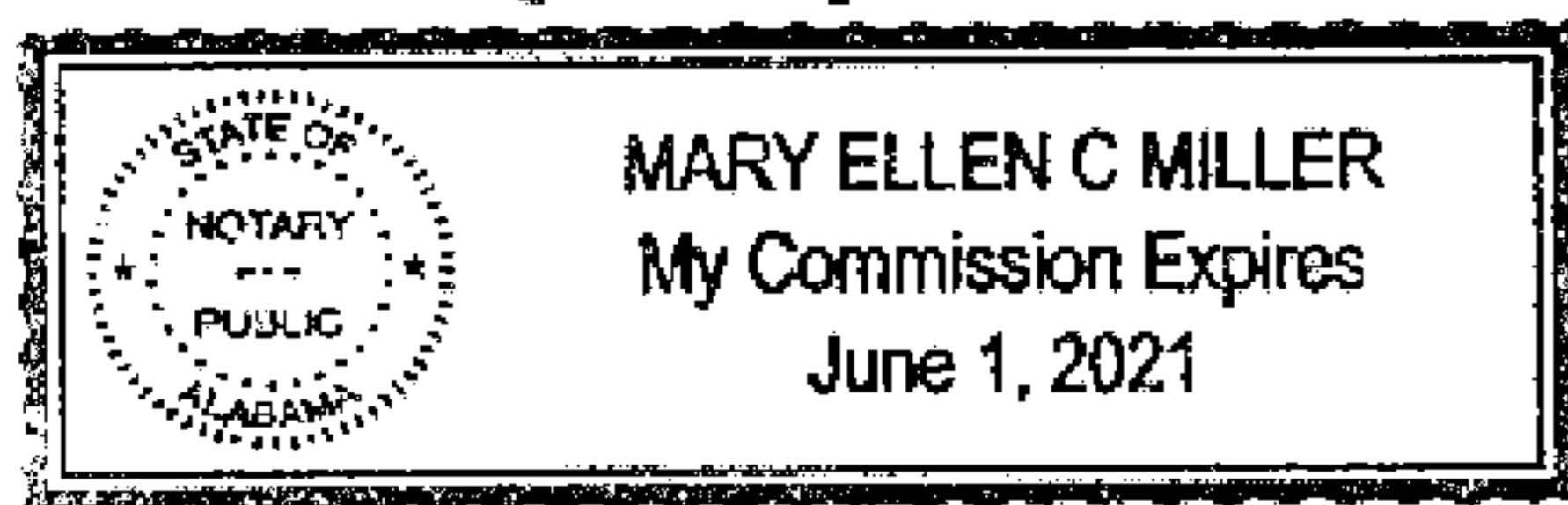
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Clark Zinsmeister, whose name as Vice President of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of such banking corporation.

Given under my hand and official seal, this the 8<sup>th</sup> day of December, 2017.

[SEAL]



*Mary Ellen C Miller*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6/1/21

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## EXHIBIT A

DESCRIPTION OF LAND**PARCEL I:**

All that part of the Northeast quarter of the Southwest quarter of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, lying West of Shelby County Highway Number 41, LESS AND EXCEPT that part known as Dunnivant Square as recorded in Map Book 39, on Page 119-A, B & C in the Office of the Judge of Probate of Shelby County, Alabama. More particularly described as follows:

**Tract A:**

A part of the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 5/8" rebar capped Weygand at the SW corner of Lot 40A of Dunnivant Square Resurvey as recorded in Map Book 42 Page 123 A and B in the Office of the Judge of Probate in Shelby County, Alabama; thence N 78°18'00" E along the southern line of Lot 40A for a distance of 92.79 feet to a 3/4" rebar at the SE corner of Lot 40A; thence N 11°29'50" W along the eastern line of Lot 40A a distance of 65.07 feet to a rebar capped Arrington at the SE corner of Lot 42A; thence N 11°44'35" W along the eastern line of Lot 42A for a distance of 49.16 feet to a rebar capped EDG a point of curve to the right having a central angle of 31°29'08" and a radius of 122.00 feet, said curve subtended by a chord bearing N 3°59'59" E and a chord distance of 67.04 feet; thence along the arc of said curve and along the eastern line of Lots 42A and 44A a distance of 66.20 feet to a rebar capped EDG; thence N 19°44'33" E along the eastern line of Lot 44A and 46A, and also along the eastern line of Lot 47-A of Resurvey Lots 37, 38, 47, & 48 Dunnivant Square as recorded in Map Book 41 Page 115 in the Office of the Judge of Probate in Shelby County, Alabama to a rebar capped SSI at the NE corner of Lot 47-A, said point being on the southern right-of-way of Carlow Lane and on a non tangent curve to the left having a central angle of 11 Degrees 06'42" and a radius of 280.00 feet, said curve subtended by a chord bearing N 86° 03' 17" E and a chord distance of 54.22 feet; thence along the arc of said curve and along said right-of-way a distance of 54.30 feet to a rebar capped Weygand; thence N 80°47'50" E along said right-of-way a distance of 239.56 feet to a rebar capped Weygand at a point of curve to the right having a central angle of 7°49'32" and a radius of 219.96 feet, said curve subtended by a chord bearing N 84°34'08" E and a chord distance of 30.02 feet; thence along the arc of said curve and along said right-of-way a distance of 30.04 feet to a rebar capped Weygand at a point of compound curve having a central angle of 92°29'32" and a radius of 25.00 feet, said curve subtended by a chord bearing S 45°09'14" E and a chord distance of 36.12 feet; thence along the arc of said curve and along said right-of-way a distance of 40.36 feet to a rebar capped Weygand at the intersection of said right-of-way and the western right-of-way of Shelby County Hwy. 41, said point being a point of compound curve having a central angle of 19°00'14" and a radius of 2492.71 feet, said curve subtended by a chord bearing S 10°39'32" W and a chord distance of 823.00 feet; thence leaving Carlow Lane right-of-way, along the western right-of-way of Shelby County Hwy. 41, and along the arc of said curve a distance of 826.79 feet to 5/8" rebar; thence S 89°42'35" W leaving said right-of-way a distance of 164.44 feet to a rebar capped Weygand on the eastern right-of-way of Connaught Place; thence N 0°14'33" W along said right-of-way a distance of 205.81 feet to a 1/2" rebar at a point of curve to the right having a central angle of 21°14'19" and a chord distance of 81.08 feet, said curve subtended by a chord bearing N 10°22'37" E and a chord distance of 81.08 feet; thence along the arc of said curve and along said right-of-way a distance of 81.55 feet to a rebar capped EDG; thence N 20°59'46" E along said right-of-way a distance of 46.01 feet to a rebar capped EDG at the intersection of said right-of-way and the northeastern right-of-way of Dublin Way; thence N 69°00'14" W leaving Connaught Place right-of-way and along the northeastern right-of-way of Dublin Way a distance of 98.08 feet to a rebar capped EDG at a point of curve to the right having a central angle of 20°19'21" and a radius of 170.00 feet, said curve subtended by a chord bearing N 58°50'34" W and a chord distance of 59.98 feet; thence along the arc of said curve and along said right-of-way a distance of 60.30 feet to a rebar capped EDG; thence N

78°27'27" E along said right-of-way a distance of 4.63 feet to a rebar capped EDG; thence N 11°19'07" W along said right-of-way, a distance of 40.00 feet to a rebar capped EDG; thence S 78°27'27" W along said right-of-way a distance of 27.31 feet to a rebar capped EDG on a curve to the right having a central angle of 7°34'31" and a radius of 170.00 feet, said curve subtended by a chord bearing N 29°22'31" W and a chord distance of 22.46 feet; thence along the arc of said curve and along said right-of-way a distance of 22.48 feet to the POINT OF BEGINNING.

**Tract B:**

A part of the NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a rebar capped SSI at the SE corner of Lot 50A of Dunnivant Square Resurvey as recorded in Map Book 42 Page 123 A and B in the Office of the Judge of Probate in Shelby County; thence N 6°59'08" E along the eastern line of Lots 50A, 52A, 54A, and Common Area 3, Lots 55, 56, 57, and 58 of Dunnivant Square as recorded in Map Book 39 Page 119 A, B and C in the Office of the Judge of Probate in Shelby County for a distance of 350.07 feet to a rebar capped EDG at the NE corner of Lot 58 said point being on the southern right-of-way of Monaghan Drive; thence S 82°56'19" E along said right-of-way a distance of 114.30 feet to a rebar capped Weygand at the intersection of said right-of-way and the eastern right-of-way of Donegal Place; thence N 1°28'21" E, leaving said Monaghan Drive right-of-way and along the eastern right-of-way of Donegal Place right-of-way, a distance of 139.52 feet to a rebar capped Weygand at the intersection of said right-of-way and the north line of NE 1/4 of the SW 1/4 of Section 3, Township 19 South, Range 1 West, Shelby County, Alabama; thence N 89°26'24" E leaving said Donegal Place right-of-way and along the north line of said 1/4-1/4 section a distance of 187.55 feet to a rebar capped Weygand at the intersection of said 1/4-1/4 section and the western right-of-way of Shelby County Hwy. 41; thence S 0°25'55" W leaving said 1/4-1/4 section and along the western right-of-way of Shelby County Hwy. 41 right-of-way a distance of 404.78 feet to a rebar capped Weygand at the intersection of said right-of-way and the northern right-of-way of Carlow Lane, said point also being a point of curve to the right having a central angle of 90°00'13" and a radius of 25.00 feet, said curve subtended by a chord bearing S 45°21'56" W and a chord distance of 35.36 feet; thence leaving said Shelby County Hwy. 41 right-of-way, along the northern right-of-way of Carlow Lane, and along the arc of said curve a distance of 39.27 feet to a rebar capped Weygand at a point of reverse curve having a central angle of 8°33'40" and a radius of 280.00 feet, said curve subtended by a chord bearing S 85°01'03" W and a chord distance of 41.80 feet; thence along the arc of said curve and along said right-of-way a distance of 41.84 feet to a rebar capped Weygand; thence S 80°43'46" W along said right-of-way a distance of 239.41 feet to a rebar capped Weygand at a point of curve to the right having a central angle of 10°43'10" and a radius of 220.00 feet, said curve subtended by a chord bearing S 85°55'33" W and a chord distance of 41.10 feet; thence along the arc of said curve and along said right-of-way a distance of 41.16 feet to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

**PARCEL III:**

Part of the S ½ of Section 23, Township 15 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the SW corner of said Section 23 and run in an easterly direction along the south line of said Section 23 for a distance of 1323.0 feet to an existing 2" open top iron pipe being the point of beginning; thence turn an angle to the left of 0°3'25" and run in an easterly direction along the south line of said section for a distance of 1320.82 feet to an existing 1-1/2" open iron pipe; thence turn an angle to the left of 0°2'13" and run in an easterly direction along the south line of said section for a distance of 296.39 feet to a point on the curved southwest right-of-way line of U.S. Highway No. 31, said curve being concave in a southwesterly direction and having a central angle of 5°57'21" and a radius of 7662.95

feet; thence turn an angle to the left ( $114^{\circ}07'47''$  to the chord of said curve) and run in a northwesterly direction along the arc of said curve and along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 796.54 feet; thence turn an angle to the left ( $19^{\circ}01'56''$  from the chord of last mentioned curve) and run in a northwesterly direction along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 79.30 feet; thence turn an angle to the right of  $16^{\circ}03'15''$  and run in a northwesterly direction along the southwest right-of-way line of said U.S. Highway No. 31 for a distance of 367.36 feet; thence turn an angle to the left of  $153^{\circ}39'15''$  and run in a southerly direction for a distance of 374.77 feet to an existing 1-1/2" open top iron pipe; thence turn an angle to the right of  $90^{\circ}11'19''$  and run in a westerly direction for a distance of 529.10 feet to an existing 1" open top iron pipe; thence turn an angle to the left of  $90^{\circ}06'45''$  and run in a southerly direction for a distance of 80.57 feet; thence turn an angle to the right of  $90^{\circ}43'22''$  and run in a westerly direction for a distance of 574.07 feet; thence turn an angle to the left of  $92^{\circ}25'25''$  and run in a southerly direction for a distance of 650.95 feet, more or less, to the point of beginning.

#### PARCEL IV:

A parcel of land situated in the SW 1/4 of Section 21, the SE 1/4 of Section 20, the NW 1/4 of Section 28 and the N 1/2 of Section 29, all in Township 20 South, Range 5 West, Jefferson and Tuscaloosa County, Alabama and being more particularly described as follows:

Begin at the NW corner of the SW 1/4 of the SW 1/4 of Section 21, Township 20 South, Range 5 West, said point being the point of beginning; thence N  $55^{\circ}09'56''$  E, a distance of 816.67 feet; thence N  $57^{\circ}56'03''$  E, a distance of 290.60 feet to the Westerly right of way line of Kimbrell Cutoff Road; thence S  $32^{\circ}18'34''$  E, along said right of way, a distance of 299.96 feet; thence S  $32^{\circ}17'06''$  E, along said right of way, a distance of 461.55 feet to the point of curve to the right having a radius of 2,313.42 feet, a central angle of  $10^{\circ}21'58''$  and subtended by a chord which bears S  $27^{\circ}08'36''$  E, a chord distance of 417.98 feet; thence Southeasterly along the arc and said right of way, a distance of 418.55 feet; thence S  $22^{\circ}02'19''$  E, right of way, a distance of 374.96 feet; thence S  $21^{\circ}47'21''$  E, along said right of way, a distance of 23.98 feet; thence S  $37^{\circ}00'15''$  W, and leaving said right of way, a distance of 410.08 feet; thence S  $45^{\circ}56'45''$  E, a distance of 277.27 feet; thence S  $37^{\circ}03'38''$  W, a distance of 409.55 feet; thence S  $52^{\circ}56'40''$  E, a distance of 396.36 feet to the Northerly right of way line of Southern Railroad; thence S  $36^{\circ}07'35''$  W, along said right of way, a distance of 1,230.48 feet; thence S  $34^{\circ}58'17''$  W, along said right of way, a distance of 590.80 feet; thence S  $34^{\circ}36'40''$  W, along said right of way, a distance of 486.28 feet; thence N  $43^{\circ}38'43''$  W, and leaving said right of way, a distance of 230.82 feet; thence S  $43^{\circ}35'52''$  W, a distance of 603.57 feet; thence N  $88^{\circ}48'08''$  W, a distance of 1,152.66 feet; thence continue Westerly along said line, a distance of 690.51 feet to the Easterly right of way line of Tannehill Parkway; thence N  $28^{\circ}28'28''$  W, along said right of way, a distance of 195.59 feet; thence N  $46^{\circ}36'47''$  W, along said right of way, a distance of 105.63 feet; thence N  $66^{\circ}29'06''$  W, along said right of way, a distance of 116.26 feet; thence N  $72^{\circ}48'51''$  W, along said right of way, a distance of 208.49 feet; thence N  $37^{\circ}37'09''$  W, along said right of way, a distance of 138.06 feet; thence N  $13^{\circ}34'40''$  W along said right of way, a distance of 180.72 feet; thence N  $02^{\circ}09'26''$  W, along said right of way, a distance of 165.26 feet; thence N  $02^{\circ}12'16''$  E, along said right of way, a distance of 375.50 feet; thence N  $04^{\circ}53'08''$  W, along said right of way, a distance of 170.31 feet; thence N  $02^{\circ}30'26''$  E, along said right of way, a distance of 147.26 feet to a point of curve to the left having a radius of 511.25 feet, a central angle of  $09^{\circ}24'17''$  and subtended by a chord which bears N  $02^{\circ}11'43''$  W, a chord distance of 83.82 feet; thence Northerly along the arc and along said right of way, a distance of 83.92 feet; thence N  $06^{\circ}53'50''$  W, along said right of way, a distance of 155.34 feet to the point of curve to the right having a radius of 169.81 feet, a central angle of  $75^{\circ}12'11''$  and subtended by a chord which bears N  $30^{\circ}41'50''$  E, a chord distance of 207.22 feet; thence Northeasterly along the arc and said right of way, a distance of 222.88 feet; thence N  $68^{\circ}17'31''$  E, along said right of way, a distance of 70.74 feet to the point of curve to the left having a radius of 193.06 feet, a central angle of  $33^{\circ}08'58''$  and subtended by a chord which bears N  $51^{\circ}43'25''$  E, a chord distance of 110.15 feet; thence Northeasterly along the arc and said right of



way, a distance of 111.70 feet; thence N 35° 09' 20" E, along said right of way, a distance of 59.35 feet to a point of curve to the left having a radius of 377.00 feet, a central angle of 17° 08' 06" and subtended by a chord which bears N 26° 35' 17" E, a distance of 112.33 feet; thence Northeasterly along the arc and said right of way, a distance of 112.75 feet; thence S 71° 57' 10" E, and leaving said right of way, a distance of 489.36 feet; thence N 78° 15' 46" E, a distance of 88.55 feet; thence N 46° 03' 56" E, a distance of 54.67 feet; thence N 02° 48' 17" E, a distance of 278.17 feet; thence N 38° 01' 25" E, a distance of 410.65 feet; thence N 89° 14' 07" W, a distance of 130.71 feet; thence N 02° 41' 43" E, a distance of 1,330.62 feet; thence S 88° 53' 22" E, a distance of 1,565.20 feet to the point of beginning.

Less and except the following described property:

Commence at the Northeast corner of Southeast quarter of the Southeast Quarter of Section 20, Township 20 South, Range 5 West, Tuscaloosa County, Alabama and run thence N 89° 34' 49" W along the North line of said quarter-quarter section a distance of 653.96 feet to a point; thence run S 18° 26' 21" E a distance of 153.99 feet to a point; thence run S 41° 35' 26" E a distance of 504.73 feet to a set rebar corner and the point of beginning of the property, thence run S 20° 00' 55" W a distance of 160.82 feet to a set rebar corner; thence run S 82° 05' 26" E a distance of 549.95 feet to a set rebar corner; thence run N 01° 30' 56" E a distance of 532.75 feet to a set rebar corner; thence run S 37° 25' 59" W a distance of 381.33 feet to a set capped rebar corner; thence run S 47° 46' 43" W a distance of 32.33 feet to a set rebar corner; thence run N 85° 40' 32" W a distance of 248.74 feet to the point of beginning.

Commence at the Northeast corner of Southeast quarter of the Southeast Quarter of Section 20, Township 20 South, Range 5 West, Tuscaloosa County, Alabama and run thence N 89° 34' 49" W along the North line of said quarter-quarter section a distance of 653.96 feet to a point; thence run S 18° 26' 21" E a distance of 153.99 feet to a point; thence run S 41° 35' 26" E a distance of 504.73 feet to a set rebar corner; thence run S 20° 00' 55" W a distance of 160.82 feet to a set rebar corner; thence run S 82° 05' 26" E a distance of 549.95 feet to a set rebar corner; thence run S 42° 28' 32" E a distance of 158.32 feet to a point; thence run S 38° 27' 21" W a distance of 5.39 feet to a set rebar corner and the point of beginning of the property; thence run S 38° 27' 21" W a distance of 589.94 feet to a rebar corner; thence N 89° 26' 39" E a distance of 328.85 feet to a set rebar corner; thence run S 54° 05' 38" E a distance of 179.19 feet to a set rebar corner; thence run N 12° 46' 59" E a distance of 375.97 feet to a set rebar corner; thence run N 09° 23' 47" W a distance of 91.01 feet to a set rebar corner; thence run S 87° 14' 11" W a distance of 71.58 feet to a set rebar corner; thence run N 61° 46' 31" W a distance of 55.65 feet to a set capped rebar corner; thence run N 36° 23' 44" W a distance of 50.04 feet to a set capped rebar corner; thence run N 29° 38' 02" W to the point of beginning.

#### LESS AND EXCEPT:

- a. The Survey of Olmsted Place at Tannehill Preserve, Sector 1, as recorded in Plat Book 2008, Page 22, in the Office of the Judge of Probate of Tuscaloosa, Alabama and in Map Book 44, Page 63 in the Office of the Judge of Probate of Jefferson County, Alabama.
- b. The Survey of Olmsted Place at Tannehill Preserve, Sector 2A, as recorded in Plat Book 2012, Page 48, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- c. The Survey of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- d. The Survey of Downing Park at Tannehill Preserve, Sector 2A, as recorded in Plat Book 2012, Page 46, in the Office of the Judge of Probate of Tuscaloosa, Alabama.
- e. The Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.
- f. The Survey of Estates at Tannehill Preserve as recorded in Map Book 44, Page 53 in the Office of the Judge of Probate of Jefferson County, Alabama.

g. That portion conveyed to The Town of Lake View, Alabama in that certain deed recorded in Deed Book 2007, Page 7190 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

A parcel of land situated in the NE 1/4 Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama, and being more particularly described as follows:

Commence at the NE corner of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence S41°03'57"W, a distance of 2,411.73'; thence S26°28'08"E, a distance of 103.14' to the POINT OF BEGINNING; thence continue southeasterly along said line, a distance of 131.98' to a point of curve to the left having a radius of 325.00' and a central angle of 16°22'47", said curve subtended by a chord bearing S34°39'31"E and a chord distance of 92.59'; thence southeasterly along the arc of said curve a distance of 92.91' to a point of reverse curve having a radius of 15.00' and a central angle of 83°14'37", said curve subtended by a chord bearing S01°13'36"E and a chord distance of 19.93'; thence southerly along the arc of said curve, a distance of 21.79'; thence S40°23'42"W, a distance of 168.73' to a point of curve to the right having a radius of 150.00' and a central angle of 11°52'25", said curve subtended by a chord bearing S46°19'54"W and a chord distance of 31.03'; thence southwesterly along the arc of said curve a distance of 31.09'; thence N24°23'16"W, a distance of 73.00'; thence N79°44'10"W, a distance of 24.78'; thence S65°36'44"W, a distance of 42.87'; thence N69°44'04"W, a distance of 219.97'; thence N36°09'13"W, a distance of 141.41' to the point of curve of a non tangent curve to the left, having a 39°01'41" of and a radius of 175.00', said curve subtended by a chord bearing N64°32'16"E and a chord distance of 116.91'; thence northeasterly along the arc of said curve a distance of 119.20'; thence N45°01'25"E, a distance of 123.98' to a point of curve to the right having a radius of 175.00' and a central angle of 18°30'28", said curve subtended by a chord bearing N54°16'39"E and a chord distance of 56.28'; thence northeasterly along the arc of said curve a distance of 56.53'; thence S35°18'40"E, a distance of 119.56'; thence N63°31'52"E, a distance of 106.33' to the POINT OF BEGINNING.

h. That portion conveyed to The Lake View Fire Protection District in that certain deed recorded in Deed Book 2007, Page 11390 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

Commence at the NE corner of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence S41°03'57"W, a distance of 2,411.73' to the POINT OF BEGINNING; thence S26°28'08"E, a distance of 103.14'; thence S63°31'52"W, a distance of 106.33'; thence N35°18'40"W, a distance of 119.56'; thence N63°31'52"E, a distance of 109.71' to a point of curve to the right having a radius of 15.00' and a central angle of 90°00'00", said curve subtended by a chord bearing S71°28'08"E and a chord distance of 21.21'; thence easterly along the arc of said curve a distance of 23.56' to the point of beginning

i. That portion conveyed to The Tannehill Preserve Owner's Association, Inc. in that certain deed recorded in Deed Book 2009, Page 13685 in the Office of the Judge of Probate of Tuscaloosa, Alabama and described as:

#### THE SWIMMING POOL PROPERTY:

Part of the NE ¼ of the NE ¼ of Section 29, Township 20 South, Range 5 West, Tuscaloosa County, Alabama, being more particularly described as follows:

From an existing iron rebar set by Weygand being the NW corner of Lot 2-90, Olmsted Place at Tannehill Preserve Sector I, a map of which is recorded in the Office of the Judge of Probate, Tuscaloosa County, Alabama, in Map Book 2008, Pages 22 and 23, run in a northeasterly direction along the north line of said Lot 2-90 for a measured distance of 100.09 feet to the most northerly corner of said lot; thence continue in a northeasterly direction along last mentioned course for a distance of 12.0 feet to an existing cross chiseled in the gutter; thence turn an angle to the right of 87°-29'-09" and run in a southeasterly direction for a distance of 279.89 feet to an existing cross cut in a concrete walk being on the south right-of-way line of Central Park Drive as shown on said recorded plat and being the point of beginning; thence turn an



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angle to the right of 24°-25'-45" and run in a southerly direction for a distance of 34.10 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of 38°-44'-33" and run in a southwesterly direction for a distance of 200.40 feet to an existing cross cut in a concrete walk; thence turn an angle to the left of 90°-37'-07" and run in a southeasterly direction for a distance of 79.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 89°-38'-48" and run in a northeasterly direction for a distance of 188.33 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 20°-19'-37" and run in a northeasterly direction for a distance of 19.86 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 17°-55'-27" and run in a northerly direction for a distance of 76.19 feet to an existing cross cut in a concrete walk and being on the south right-of-way line of Central Park Drive, said south right-of-way line being on a curve, said curve being concave in a northerly direction and having a central angle of 4°-14'-10" and a radius of 825.0 feet; thence turn an angle to the left and run in a westerly direction along the curved southerly right-of-way line of Central Park Drive for a distance of 61.00 feet, more or less, to the point of beginning.

**PARCEL V:**

A. Intentionally Deleted.

B. Intentionally Deleted.

C. Lots 3-02, 3-03, 3-06, 3-12, 3-14, 3-17, 3-18, 3-19, 3-93, 3-94, 3-96, 3-127, 3-128, 3-129, 3-130, 3-131, 3-132, 3-133, 3-134 according to the Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.

**PARCEL VI:**

A. Lots 1-05 and 1-179 according to the subdivision plat of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

Being a portion of the same property conveyed to Thornton New Home Sales, LLC by Warranty Deed from Tannehill Development, Inc., filed for record on December 17, 2007 in Deed Book 2007, Page 28212, said Probate Office.

B. Intentionally Deleted.

C. Lots 3-10 and 3-87, according to the Survey of Wrey Point at Tannehill Preserve as recorded in Map Book 44, Page 74 in the Office of the Judge of Probate of Jefferson County, Alabama.

**PARCEL VII:**

A. Intentionally Deleted.

B. Lot 1-19 according to the survey of Downing Park at Tannehill Preserve, Sector 1, as recorded in Plat Book 2007, Page 233, Office of the Judge of Probate of Tuscaloosa County, Alabama.

Being the same property conveyed to Logan Real Estate Holdings, LLC, by Warranty Deed from Thornton New Home Sales, LLC, filed for record on January 6, 2014 in Deed Book 2014, Page 116, and as corrected by instrument filed for record on April 11, 2014 in Deed Book 2014, Page 5037, said probate Office.

C. Intentionally Deleted.

**NOTE: AS TO TUSCALOOSA PROPERTY:**

Sources of Title: Deed Book 2016, Page 6646; Deed Book 2016, Page 8394; Deed Book 2017, Page 28212; Deed Book 2008, Page 2484; Deed Book 2013, Page 7606; Deed Book 2014, Page 116; Deed Book 2014, Page 5037, and Deed Book 2014, Page 121.



STATE OF ALABAMA  
COUNTY OF SHELBY

**AFFIDAVIT**

Before me, the undersigned Notary Public in and for said county and in said state, personally appeared (i) William L. Thornton III, as Manager of Dunnivant Commercial, LLC, an Alabama limited liability company ("Dunnivant"), Thornton I-65 Holdings, LLC, an Alabama limited liability company ("Thornton I-65"), McCalla Partners, LLC, an Alabama limited liability company ("McCalla"), Tannehill Investments, LLC, an Alabama limited liability company ("Tannehill"), and Logan Real Estate Holdings, LLC, an Alabama limited liability company ("Logan"); and (ii) William L. Thornton III, as Chief Executive Officer of Thornton New Home Sales, Inc., an Alabama corporation ("Thornton New Home Sales") (Dunnivant, Thornton I-65, McCalla, Tannehill, Logan, and Thornton New Home Sales, hereinafter referred to collectively as the "Borrowers" and each singularly as a "Borrower"), who are known to me, and who being first duly sworn to me, depose and say as follows:

1. The undersigned Borrowers executed and delivered that certain Amended and Restated Mortgage and Security Agreement (the "Mortgage") between Borrowers and ServisFirst Bank, an Alabama banking corporation (the "Bank"), which is to be recorded in the Office of the Judge of Probate of each of Jefferson, Shelby and Tuscaloosa Counties in the State of Alabama. A copy of the form of the Mortgage is submitted herewith.

2. The percentage of value of the properties on a County by County basis is as follows:

| <u>County</u> | <u>Percentage</u> |
|---------------|-------------------|
| Jefferson     | 11%               |
| Shelby        | 69 %              |
| Tuscaloosa    | <u>20%</u>        |
| Total         | 100.0%            |

3. The maximum amount of principal indebtedness secured by the Mortgage is \$6,554,654.00 and on which amount there is required to be paid the applicable privilege and recording tax.


\* \* \* \* \*




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Shelby Cnty Judge of Probate, AL  
12/15/2017 08:39:56 AM FILED/CERT

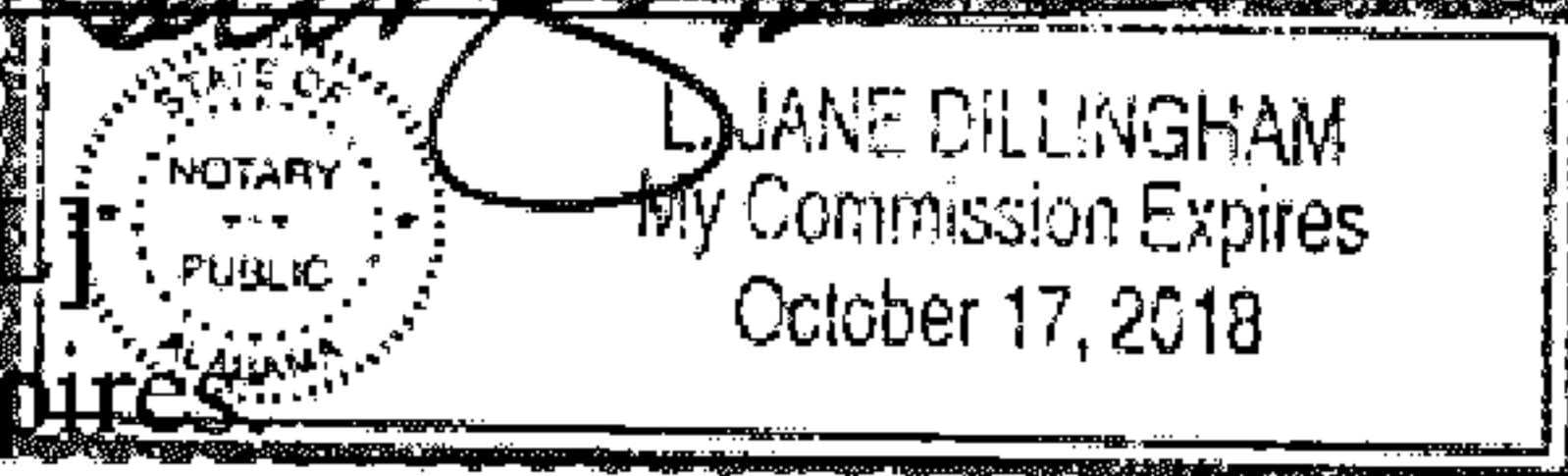
4. That the undersigned has executed this Affidavit on behalf of each Borrower in his capacity as aforesaid, for the purpose of establishing the amount of the recording tax to be collected for the recordation of the Mortgage and making a distribution of such tax as provided for under Alabama law.

DUNNAVANT COMMERCIAL, LLC,  
an Alabama limited liability company


By:   
William L. Thornton III, its Manager

Sworn to and subscribed before me  
this 7 day of December, 2017.


  
Notary Public  
[NOTORIAL SEAL]  
My commission expires October 17, 2018

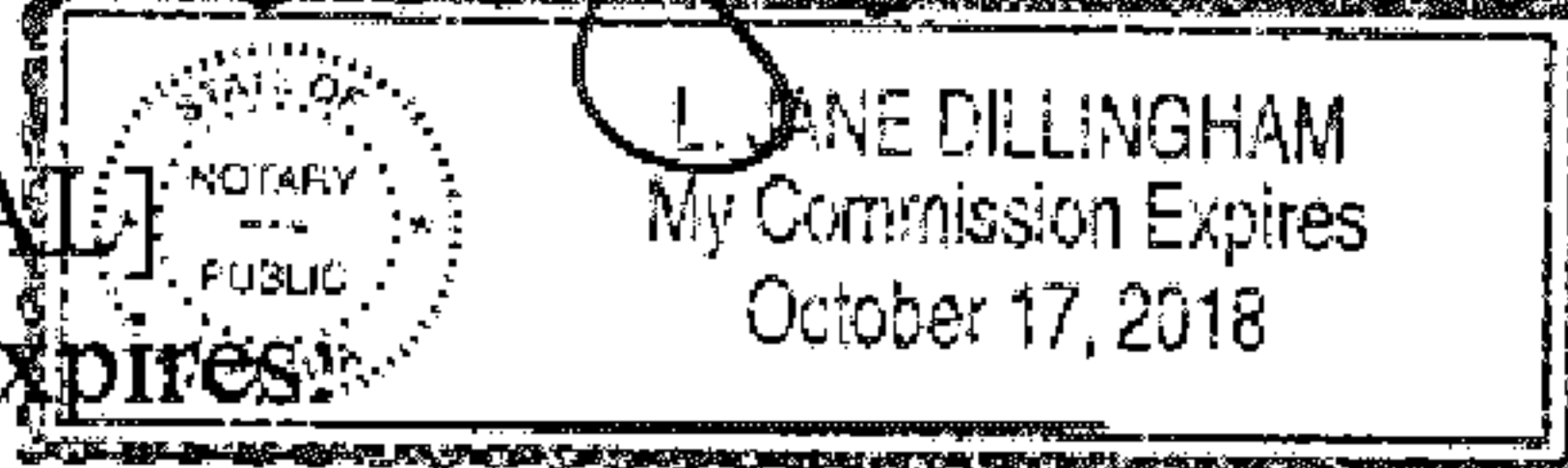


THORNTON NEW HOME SALES, INC.,  
an Alabama corporation


By:   
William L. Thornton III, its Chief Executive  
Officer

Sworn to and subscribed before me  
this 7 day of December, 2017.

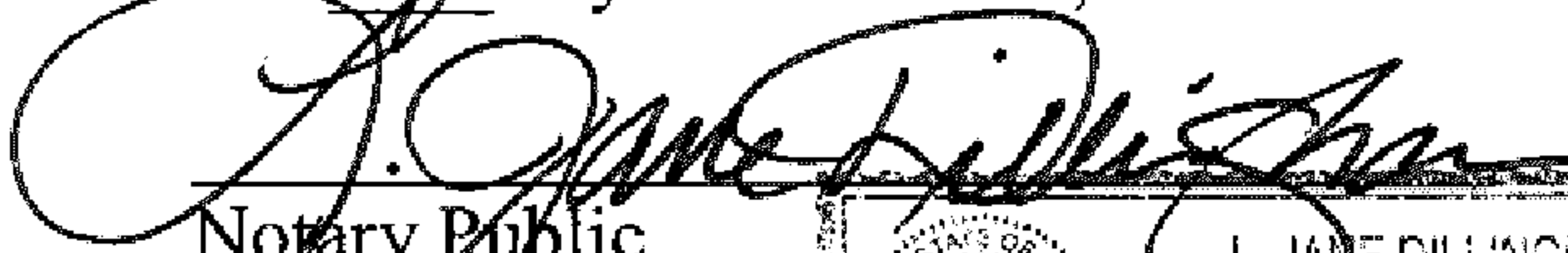
  
Notary Public  
[NOTORIAL SEAL]  
My commission expires October 17, 2018





THORNTON I-65 HOLDINGS, LLC,  
an Alabama limited liability company

By:   
William L. Thornton III, its Manager

Sworn to and subscribed before me  
this 7 day of December, 2017.

  
Notary Public  
[NOTORIAL SEAL]  
My commission expires October 17, 2018

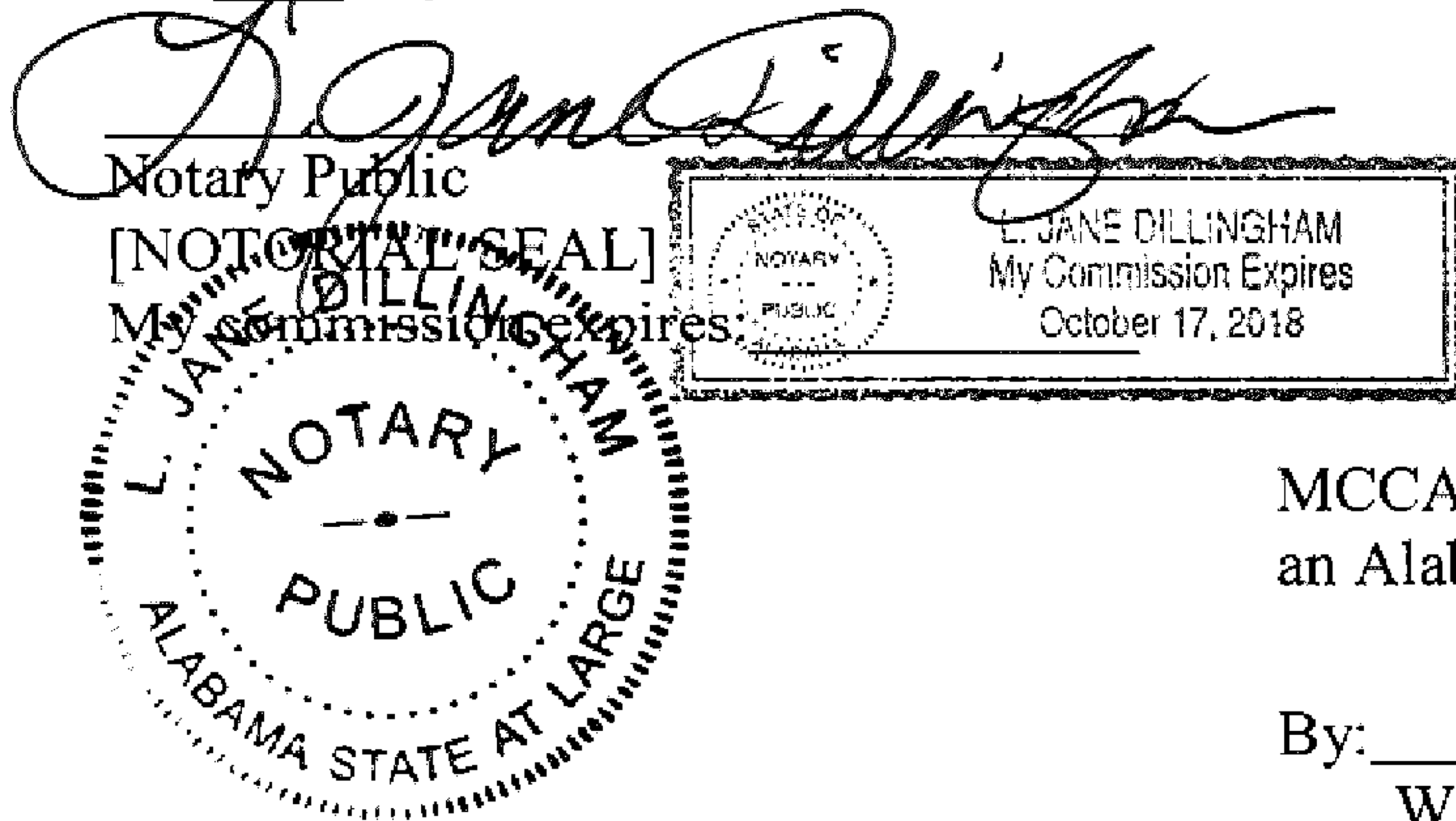


  
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Shelby Cnty Judge of Probate, AL  
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LOGAN REAL ESTATE HOLDINGS, LLC,  
an Alabama limited liability company

By: [Signature]  
William L. Thornton III, its Manager

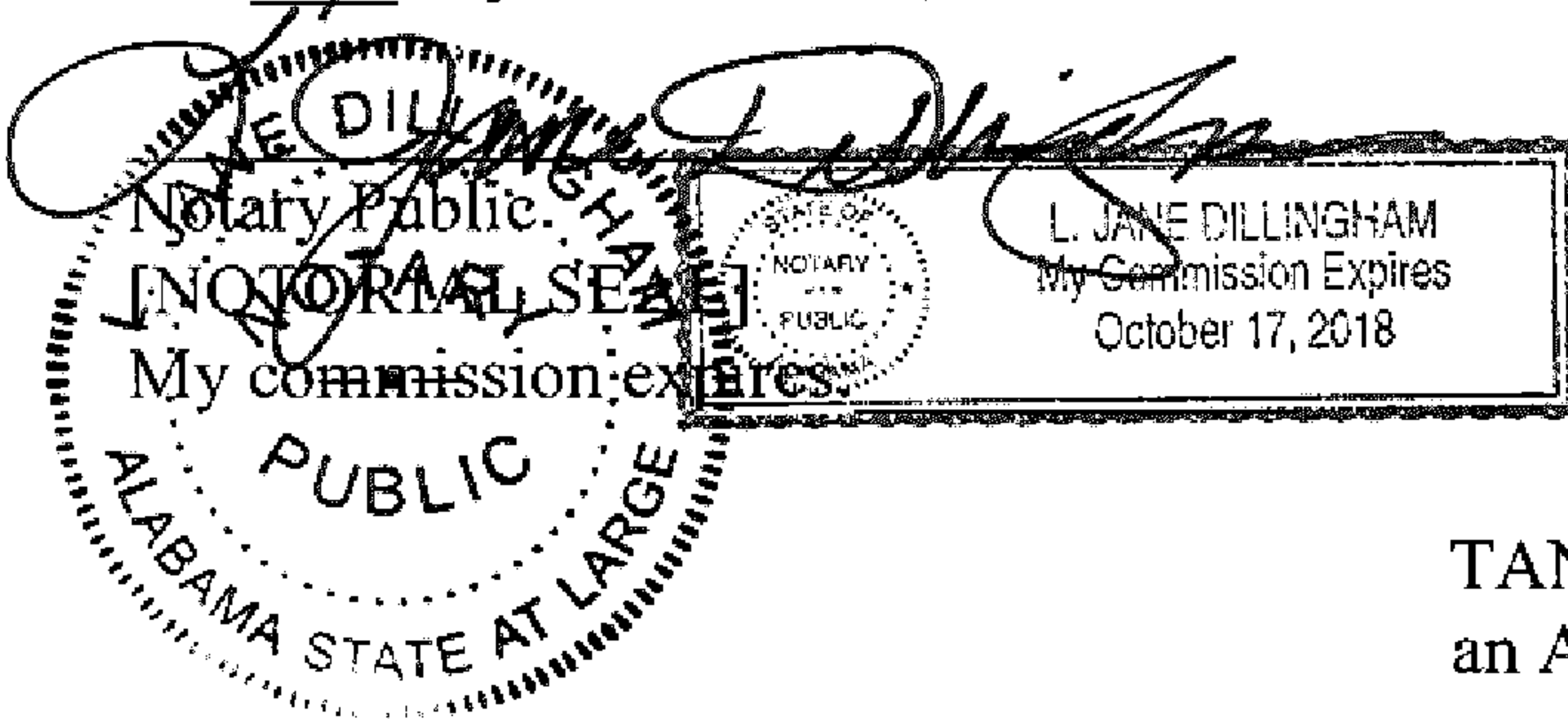
Sworn to and subscribed before me  
this 7 day of December, 2017.



MCCALLA PARTNERS, LLC,  
an Alabama limited liability company

By: [Signature]  
William L. Thornton III, its Manager

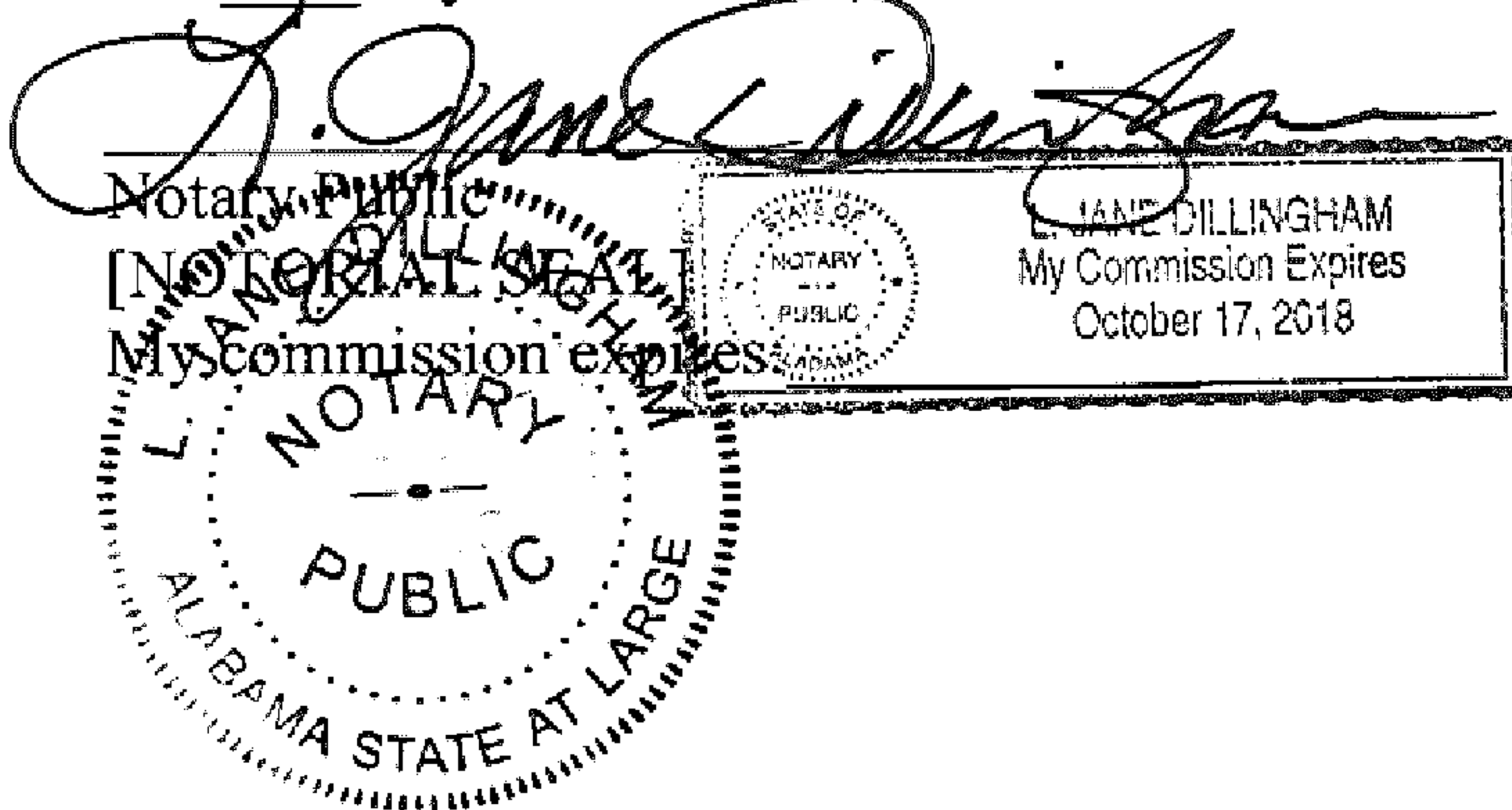
Sworn to and subscribed before me  
this 7 day of December, 2017.



TANNEHILL INVESTMENTS, LLC,  
an Alabama limited liability company

By: [Signature]  
William L. Thornton III, its Manager

Sworn to and subscribed before me  
this 7 day of December, 2017.



20171215000446960 23/23 \$9913.05  
Shelby Cnty Judge of Probate, AL  
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[Signature]