

The property described in this mortgage is the  
homestead of the Mortgagors, a married couple.

THIS INSTRUMENT PREPARED BY:

Covenant Bank  
7924 Parkway Drive  
Leeds, AL 35094-0000

AFTER RECORDING RETURN TO:

Covenant Bank  
7924 Parkway Drive  
Leeds, AL 35094-0000

(Space Above This Line For Recording Data)

LOAN NUMBER: 8900327

LOAN ORIGINATOR COMPANY NAME: Covenant Bank

NMLS COMPANY IDENTIFIER: 423442

LOAN ORIGINATOR NAME: Hayes Parnell, III

NMLS ORIGINATOR IDENTIFIER: 1316808



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**MORTGAGE**  
**(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS**  
**MORTGAGE )**

THIS MORTGAGE ("Security Instrument") is made on March 7, 2018. The mortgagors are JACK L HERNIG III and JAN C HERNIG, a married couple, whose address is 254 DOGWOOD LAKES DR, CHELSEA, Alabama 35043-1223 ("Borrower"). Borrower is not necessarily the same as the Person or Persons who sign the HELOC Interest Only ("Contract"). The obligations of Borrowers who did not sign the Contract are explained further in the section titled **Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers**. This Security Instrument is given to Covenant Bank, which is organized and existing under the laws of the State of Alabama and whose address is 7924 Parkway Drive, Leeds, Alabama 35094 ("Lender"). JACK L HERNIG III and JAN C HERNIG have entered into a Contract with Lender as of March 7, 2018, under the terms of which Borrower may, from time to time, obtain advances not to exceed, at any time, a **\*\*\*MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)\*\*\*** of Two Hundred Thousand and 00/100 Dollars (U.S. \$200,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument under the provisions of the section titled **Protection of Lender's Rights in the Property**; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this purpose, Borrower, in consideration of the debt, does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 254 DOGWOOD LAKES DR, CHELSEA, Alabama 35043

Legal Description: See Attached Exhibit

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."



*JP* *JH*

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

**Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and late charges or any other fees and charges due under the Contract.

**Applicable Law.** As used in this Security Instrument, the term "Applicable Law" shall mean all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section titled **Protection of Lender's Rights in the Property**.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if, in Lender's sole discretion, the restoration or repair is economically feasible and Lender's security is not lessened. If, in Lender's sole discretion, the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by Applicable Law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under the section titled **Acceleration; Remedies**, the Property is acquired by Lender, Borrower's right to any insurance



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policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Contract. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this section, Lender does not have to do so.

Any amounts disbursed by Lender under this section shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless Applicable Law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by Applicable Law after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.



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**Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Successors and Assigns Bound; Joint and Several Liability; Accommodation Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of section titled **Transfer of the Property or a Beneficial Interest in Borrower**. Borrower's covenants and agreements shall be joint and several. Any person who co-signs this Security Instrument but has no personal liability under the Contract ("Accommodation Signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey that Accommodation Signer's interest in the Property under the terms of the Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Accommodation Signer's consent.

**Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

**Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless Applicable Law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Borrower agrees to provide Lender with Borrower's most current mailing address, as it may change from time-to-time. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the laws of the state of Alabama. In the event that any provision or clause of this Security Instrument or the Contract conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

**Borrower's Copy.** Borrower shall be given one copy of this Security Instrument.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by Applicable Law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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**Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the state of Alabama that relate to health, safety or environmental protection.

**Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under the section titled Transfer of the Property or a Beneficial Interest in Borrower, unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by Applicable Law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. To the extent permitted by law, the notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. To the extent permitted by law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in the section titled Notices. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon, shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**Release.** Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


**Waivers.** Borrower waives all rights of homestead exemption in the Property.



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**Oral Agreements Disclaimer.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in all pages of this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
JACK L HERNIG III  
3-7-18  
Date

  
JAN C HERNIG  
3-7-18  
Date

**Witnessed by:**

Name:

Date

Name:


Date

### INDIVIDUAL ACKNOWLEDGMENT

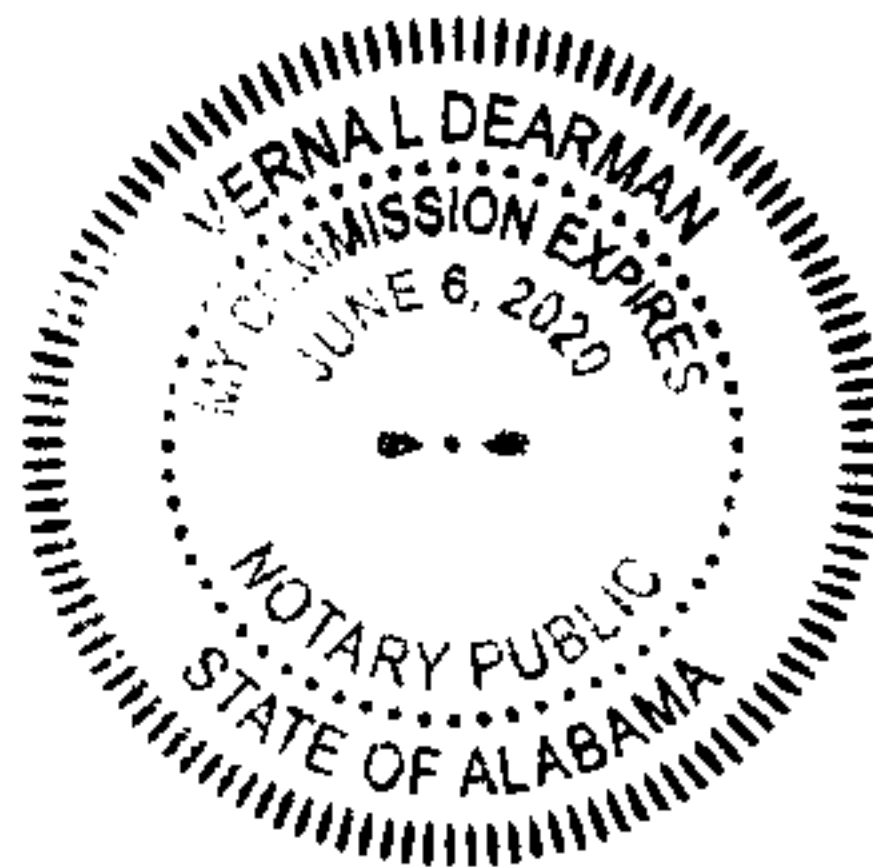
STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Verna L. DeArman, a Notary Public, do hereby certify that JACK L HERNIG III and JAN C HERNIG, a married couple, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 7<sup>th</sup> day of March 2018.


My commission expires:



(Official Seal)



Identification Number

  
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### EXHIBIT "A" - LEGAL DESCRIPTION

Lot 1, according to the Survey of Signal Valley Estates, Resurvey of Lot 1 of Dogwood Lakes and Subdivision of acreage as recorded in Map Book 23, Page 152, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the following described easement:

60.0 Foot Easement for Ingress, Egress & Utilities  
Centerline Description to-wit:

From the S.W. corner of the NE 1/4-NW 1/4 of Section 23, T19S-R1W, run thence East along the South Boundary of said NE 1/4-NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55°25'49" left and run 99.24 feet along said easement centerline and the following courses; 06°03'54" left for 104.89 feet; 12°24'30" left for 175.59 feet; 10°38' right for 201.28 feet; 12°54'55" right for 165.02 feet; 05°37'50" left for 265.89 feet; 15°35'30" right for 323.69 feet; 13°58'30" left for 188.54 feet; 08°44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180°00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92°06'49" left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54°49'11" right for 141.23 feet; 12°33'27" left for 110.76 feet; 20°34'50" left for 169.50 feet; 15°05'36" right for 86.16 feet; 36°33'41" right for 166.53 feet; 29°09'29" left for 97.38 feet; 14°44'38" left for 198.02 feet; 16°40'30" left for 276.22 feet; 34°30'41" left for 274.24 feet to a point on the South boundary of the NW 1/4 - NE 1/4 of aforementioned Section 23; thence turn 02°14'58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65°53'34" and tangents of 100.0 feet and centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122°12'30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4 - NE 1/4 of Section 23, T19S-R1W; thence turn 180°00' right and run 760.84 feet along said easement centerline; thence turn 57°47'30" left and run 338.44 feet along said easement centerline; thence turn 02°42'42" right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46°35'43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116°34'50" left and run 68.62 feet along said easement centerline; thence turn 180°00" right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17°17'51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 301.63 feet to the PC of a curve concave left, having a delta angle of 27°09'45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30°36'35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27°45'20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154°51'35" left and run 278.49 feet along said easement centerline; thence turn 06°48' right and run 213.47 feet along said easement centerline; thence turn 00°50'46" right and run 321.84 feet along said easement centerline; thence turn 180°00' right and run 321.84 feet along said easement centerline; thence turn 00°50'46" left and run 213.47 feet along said easement centerline; thence turn 06°48' left and run 278.49 feet along said easement centerline; thence turn 09°12' left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE 1/4 - SW 1/4 of Section 23, T19S-R1W; thence continue along said course a distance of 176.36 feet to the PC of a curve concave left, having a delta angle of 54°03'57" and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74°40'50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48°19'01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy. #280 (80' R.O.W.) and further, from the described point of termination back North/Northeasterly along the described

*John* *GH*


centerline to a point of intersection with the South boundary of the SE 1/4 - SW 1/4 of Section 23, T19S-R1W, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.

**A 25 Foot Non-Exclusive Ingress/Egress and Utility Easement:**

A 25 foot ingress, egress and utility easement being 12.5 feet on each side of the following described line: Commence at a 1/4" rebar in place accepted as the Southwest corner of the Southwest one-fourth of the Southeast one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00°47'42" West along the West boundary of said quarter-quarter section for a distance of 546.51 feet to the point; thence proceed South 24°41'35" West for a distance of 274.79 feet to a point on the Easterly boundary of a 60 foot roadway (Signal Road) and the point of beginning of said easement. From this beginning point proceed North 24°41'35" East along the centerline of said easement for a distance of 274.79 feet; thence proceed North 69°32'10" East along the centerline of said easement for a distance of 194.25 feet; thence proceed North 28°55'54" East along the centerline of said easement for a distance of 222.80 feet; thence proceed North 52°25'12" East along the centerline of said easement for a distance of 286.97 feet; thence proceed North 83°09'56" East along the centerline of said easement for a distance of 62.58 feet; thence proceed South 75°05'10" East along the centerline of said easement for a distance of 173.62 feet; thence proceed South 28°50'26" East along the centerline of said easement for a distance of 85.02 feet; thence proceed South 21°03'40" East along the centerline of said easement for a distance of 56.66 feet; thence proceed South 21°03'40" East along the centerline of said easement for a distance of 81.67 feet; thence proceed South 38°56'59" East along the centerline of said easement for a distance of 173.97 feet; thence proceed South 59°14'56" East along the centerline of said easement for a distance of 70.37 feet; thence proceed South 86°02'19" East along the centerline of said easement for a distance of 261.76 feet; thence proceed South 84°26'49" East along the centerline of said easement for a distance of 158.12 feet; thence proceed North 86°37'42" East along the centerline of said easement for a distance of 199.97 feet; thence proceed North 89°33'52" East along the centerline of said easement for a distance of 530.0 feet, more or less, to a point on the West boundary of Lot No. 4 of the Dogwood Lakes Subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Plat Book 23 at Page 34 and the termination of said easement.

**A 25 foot water line easement:**

A 25 foot waterline easement being 12.5 feet in equal width on each side of the following described line: Commence at a 1/4" rebar in place accepted as the Southwest corner of the Southwest one-fourth of the Southeast one-fourth of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00°47'42" West along the West boundary of said quarter-quarter section for a distance of 546.51 feet to a point; thence proceed South 24°41'35" West for a distance of 274.79 feet to a point on the Easterly boundary of a 60 foot roadway (Signal Road); thence proceed North 24°41'35" East along the centerline of a 25 foot ingress/egress and utility easement for a distance of 274.79 feet; thence proceed North 69°32'10" East along the centerline of said ingress/egress and utility easement for a distance of 194.25 feet; thence proceed North 28°55'54" East along the centerline of said ingress/egress and utility easement for a distance of 222.80 feet; thence proceed North 52°25'12" East along the centerline of said ingress/egress and utility easement for a distance of 286.97 feet to the centerline of said 25 foot waterline easement, being the point of beginning of said waterline easement. From this beginning point proceed North 78° West along the centerline of said waterline easement for a distance of 330.0 feet, more or less to the termination of said waterline easement.

  
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