

THIS INSTRUMENT PREPARED BY:

SouthPoint Bank
3500 Colonnade Pkwy Suite 140
Birmingham, AL 35243-0000

AFTER RECORDING RETURN TO:

SouthPoint Bank
3500 Colonnade Pkwy Suite 140
Birmingham, AL 35243-0000



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LOAN NUMBER: 17005452

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on April 30, 2018 between the mortgagor(s) CONNOR FARMER, an individual who is either single or whose spouse doesn't hold any ownership interest, whose address is 120 BISHOP CIRCLE, PELHAM, Alabama 35124 ("Mortgagor"), and SouthPoint Bank whose address is 3500 Colonnade Pkwy Suite 140, Birmingham, Alabama 35243 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor owes Lender the principal sum of Five Hundred Seventy-five Thousand and 00/100 Dollars (U.S. \$575,000.00), which is evidenced by the promissory note dated April 30, 2018. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Five Hundred Seventy-five Thousand and 00/100 Dollars (U.S. \$575,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 500 Spring Valley Drive, Chelsea, Alabama 35043

Legal Description: See Attached Exhibit

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY MORTGAGE**.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other



indebtedness of any and every kind now or hereafter owing from Highpointe Rentals LLC to SouthPoint Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.


Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.


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Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in

Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

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NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Mortgagor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Alabama including all proceedings arising from this Security Instrument.

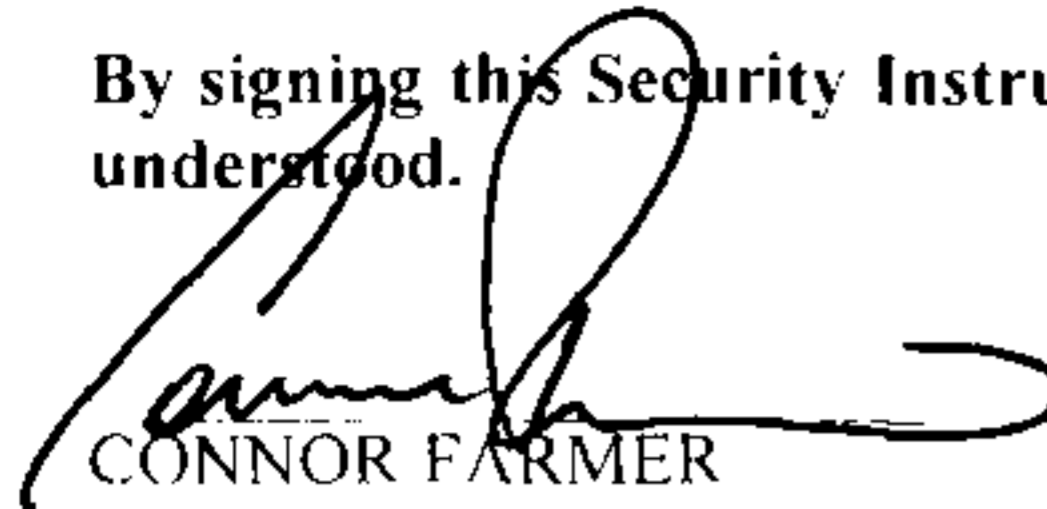
SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

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.



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By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.


CONNOR FARMER
Individually

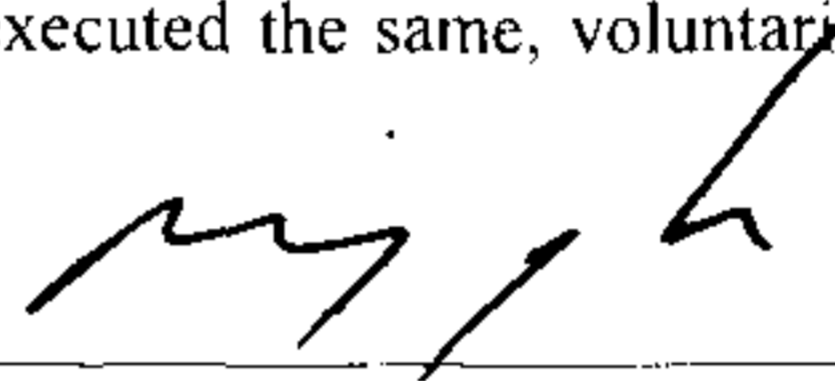
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Date

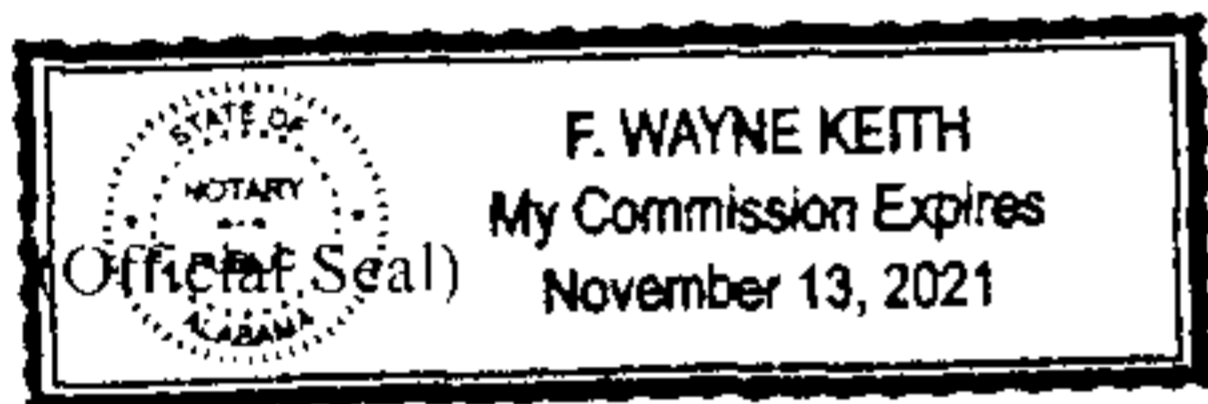
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF)

I, _____, a _____, do hereby certify that CONNOR FARMER, an individual who is either single or whose spouse doesn't hold any ownership interest, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this

My commission expires:





Identification Number



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SCHEDULE C

SCHEDULE C

The Land is described as follows:

PARCEL I: Parcel ID 09-6-23-0-000-002.047 (Parcel I)

Commence at a 1/4 inch rebar in place being the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 03' 43" East along the West boundary of said 1/4 - 1/4 section for a distance of 399.56 feet; thence proceed North 47° 50' 21" East for a distance of 743.85 feet to the point of beginning; from this beginning point continue North 47° 50' 21" East for a distance of 1057.59 feet to a point on the East boundary of the Southwest 1/4 of the Northwest 1/4; thence proceed North 00° 10' 40" West along the East boundary of said Southwest 1/4 of the Northwest 1/4 for a distance of 1055.99 feet to a 2" disc in place being the Northeast corner of the said 1/4- 1/4 section; thence proceed South 63° 41' 12" West for a distance of 960.81 feet (set " rebar); thence proceed South 48° 10' 24" East for a distance of 308.48 feet (set " rebar); thence proceed South 07° 29' 55" West for a distance of 1144.00 feet to the point of beginning.

LEGAL DESCRIPTION CONTINUED: PARCEL ID 09-6-23-0-000-002.34 (Parcels II-VI)


PARCEL II

A parcel of land in the NE 1/4 of NW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

From Southwest corner of the NE 1/4 of NW 1/4 of Section 23, Township 19 South, Range 1 West; run thence East along the South boundary of said NE 1/4 of NW 1/4 a distance of 17.49 feet to a point in the center of a 60 foot easement for ingress, egress and utilities as recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument.#1996-10930, being the point of beginning of herein described parcel of land; thence turn 55° 25' 49" left and run 99.24 feet along said easement centerline; thence turn 06° 03' 54" left and run 104.89 feet along said easement centerline; thence turn 61° 29' 43" right and run 1036.79 feet to a point in the centerline of aforementioned 60 foot easement; thence turn 55° 00' 37" right and run 94.73 feet along said easement centerline; thence turn 34° 30' 41" left and run 121.88 feet along said easement centerline to a point on the East boundary of aforementioned NE 1/4 of NW 1/4; thence turn 68° 14' right and run 53.62 feet to the SE corner of said NE 1/4 of NW 1/4; thence turn 91° 16' 04" right and run 1312.82 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

PARCEL III:

Commence at a disc in concrete accepted as the SE corner of the NE 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 00° 44' 01" West along the East boundary of said NE 1/4 of the SW 1/4 and along the East boundary of the SE 1/4 of the NW 1/4 for a distance of 1589.13 feet to the point of beginning; from this beginning point, thence proceed North 88° 24' 40" West for a distance of 131.94 feet to a point on the Westerly right of way of a 60 foot ingress and egress and utility easement; thence continue North 88° 24' 40" West along the Southerly right of way of said easement for a distance of 420.87 feet; thence proceed South 29° 48' 34" West for a distance of 345.52 feet to a point on the South boundary of the SE 1/4 of the NW 1/4; thence proceed South 89° 15' 59" West along the South boundary of said 1/4- 1/4 Section for a distance of 609.83 feet to the SW corner of said SE 1/4 of the NW 1/4; thence proceed North 00° 23' 23"


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SCHEDULE C

(Continued)

West along the West boundary of said SE 1/4 of the NW 1/4 for a distance of 1352.78 feet to the NW corner of said 1/4- 1/4 Section; thence proceed South 89° 37' 46" East along North boundary of said 1/4- 1/4 Section for a distance of 1329.81 feet to the NE corner of said 1/4- 1/4 Section; thence proceed South 00° 44' 01" East along the boundary of said 1/4 - 1/4 Section for a distance of 1051.95 feet to the point of beginning. Being located in the SE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

PARCEL IV:


Commence at 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4- 1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 89° 50' 22" West along the South boundary of said 1/4- 1/4 section for a distance of 1188.13 feet to a 1/4" capped rebar in place, said point being the Southwest corner of said 1/4 - 1/4 section; thence proceed North 00° 03' 43" East along the West boundary of said 1/4- 1/4 section for a distance of 399.56 feet; thence proceed North 47° 50' 21" East for a distance of 743.85 feet to the point of beginning. From this beginning point continue North 47° 50' 21" East for a distance of 1057.59 feet to a point on the East boundary of the Southwest 1/4 of the Northwest 1/4; thence proceed South 00° 11' 40" East along the East boundary of said Southwest 1/4 of the Northwest 1/4 for a distance of 159.55 feet to a 1/2" rebar in place; thence proceed South 43° 58' 50" West for a distance of 635.49 feet; thence proceed South 39° 27' 52" West a distance of 257.17 feet; thence proceed North 59° 37' 49" West for a distance of 208.69 feet to the point of beginning.

PARCEL V:

Commence at a 1/2 inch capped rebar in place being the Southeast corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4 - 1/4 Section for a distance of 154.53 feet to a 1/2 inch capped rebar in place, said point being the point of beginning, from this beginning point continue South 89° 50' 22" West along the South boundary of said 1/4 - 1/4 Section for a distance of 1188.13 feet to a 1/4 inch rebar in place, said point being the Southwest corner of said 1/4- 1/4 Section; thence proceed North 45° 56' 18" East for a distance of 539.03 feet; thence proceed North 39° 27' 52" East for a distance of 799.22 feet; thence proceed North 43° 58' 50" East for a distance of 635.49 feet to a point on the East boundary of the SW 1/4 of the NW 1/4; thence proceed South 00° 15' 11" East along the East boundary of said SW 1/4 of the NW 1/4 for a distance of 139.51 feet to a 1/2 inch capped rebar in place, said point being the NW corner of the NE 1/4 of the SW 1/4; thence proceed North 89° 28' 57" East along the North boundary of said NE 1/4 of the SW 1/4 for a distance of 609.83 feet; thence proceed South 30° 02' 45" West for a distance of 1515.46 feet to the point of beginning.

LESS AND EXCEPT from Parcel V the following:

Commence at the SW corner of the NW 1/4 of the SW 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama, said point being the point of beginning. From this beginning point, proceed North 89° 50' 22" East along the South boundary of said 1/4- 1/4 section for a distance of 1188.13 feet to a 1/2 inch capped rebar in place; thence proceed North 30° 02' 45" East for a distance of 889.62 feet, thence proceed North 82° 17' 51" West for a distance of 108.12 feet, thence proceed South 30° 02' 45" West for a distance of 108.12 feet; thence proceed North 82° 17' 51" West for a distance of 746.31 feet; thence proceed South 39° 27' 52" West for a distance of 542.05 feet; thence proceed South 45° 56' 18" West for a distance of 539.03 feet to the point of beginning.


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SCHEDULE C

(Continued)

chord bearing and distance of North 55° 50' 09" West, 170.46 feet to the P.T. of said curve; thence proceed North 36° 06' 14" West along the centerline of said easement for a distance of 719.01 feet to the P.C. of a concave curve right having a delta angle of 61° 25' 00" and a radius of 150.0 feet; thence proceed Northeasterly along the centerline of said easement and along the curvature of said curve for a chord bearing and distance of North 05° 23' 44" West, 153.20 feet to the P.T. of said curve; thence proceed North 25° 18' 45" East along the centerline of said easement for a distance of 567.56 feet; thence proceed North 45° 32' 56" East along the centerline of said easement for a distance of 145.01 feet; thence proceed North 28° 49' 11" East along the centerline of said easement for a distance of 129.52 feet; thence proceed North 01° 37' 44" West along the centerline of said easement for a distance of 118.63 feet; thence proceed North 88° 12' 38" West along the centerline of said easement for a distance of 455.65 feet; thence proceed South 50° 17' 22" West along the centerline of an easement narrowing to a 50 foot ingress, egress and utility easement for a distance of 128.50 feet; thence proceed North 85° 56' 09" West along the centerline of an easement widening to a 60 foot ingress, egress and utility easement for a distance of 324.07 feet; thence proceed North 01° 55' 00" East along the centerline of said 60 foot easement for a distance of 358.45 feet; thence proceed North 07° 09' 41" East along the centerline of said 60 foot easement for a distance of 261.55 feet.

LEGAL DESCRIPTION CONTINUED: EASEMENT #2 DESCRIPTION

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

From the SW corner of the Northeast 1/4 - Northwest 1/4 of Section 23, Township 19 South, Range 1 West, run thence East along the South boundary of said Northeast 1/4- Northwest 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; 06° 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 Northwest 1/4- Northeast 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 100.00 feet and a 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 Southwest 1/4 - Northeast 1/4 of Section 23, Township 19 South, Range 1 West; 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 P.C. 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 P.T.; 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 P.C. 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 P.T.; 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 P.C. 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 to the P.T.; 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

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SCHEDULE C
(Continued)

PARCEL VI:

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence proceed North 30° 02' 45" East for a distance of 781.67 feet to the point of beginning. From this beginning point continue North 30° 02' 45" East for a distance of 107.94 feet; thence proceed North 82° 17' 51" West for a distance of 108.12 feet; thence proceed South 30° 02' 45" West for a distance of 108.12 feet; thence proceed South 82° 17' 51" East for a distance of 108.12 feet to the point of beginning.

LESS AND EXCEPT from all parcels the following:

Commence at a 1/2" capped rebar in place being the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 154.53 feet to a 1/2" capped rebar in place; thence continue South 89° 50' 22" West along the South boundary of said 1/4-1/4 section for a distance of 1188.13 feet to a 1/4" rebar in place, said point being the Southwest corner of said 1/4-1/4 section; thence proceed North 45° 56' 18" East for a distance of 539.03 feet; thence proceed North 39° 27' 52" East for a distance of 542.05 feet; thence proceed South 82° 17' 51" East for a distance of 167.0 feet to a 1/2" rebar, said point being the point of beginning. From this beginning point proceed North 33° 21' 43" East for a distance of 105.14 feet; thence proceed North 46° 38' 56" East for a distance of 95.31 feet; thence proceed North 82° 19' 33" East for a distance of 163.22 feet; thence proceed North 60° 55' 25" East for a distance of 97.34 feet; thence proceed North 43° 57' 04" East for a distance of 254.04 feet; thence proceed North 51° 16' 04" East for a distance of 386.91 feet; thence proceed North 61° 59' 17" East for a distance of 218.11 feet; thence proceed North 46° 16' 05" East for a distance of 192.64 feet; thence proceed South 88° 00' 40" East for a distance of 80.08 feet; thence proceed South 48° 07' 33" West for a distance of 256.97 feet; thence proceed South 62° 17' 42" West for a distance of 219.99 feet; thence proceed South 51° 13' 10" West for a distance of 382.22 feet; thence proceed South 43° 43' 39" West for a distance of 252.03 feet; thence proceed South 60° 14' 43" West for a distance of 109.72 feet; thence proceed South 22° 04' 54" West for a distance of 175.98 feet to a 1/2" rebar; thence proceed North 82° 17' 51" West for a distance of 246.37 feet to the point of beginning.

The above described land is located in the Northwest 1/4 of the Southwest 1/4; the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama.

LEGAL DESCRIPTION CONTINUED: EASEMENT #1

A 60 FOOT INGRESS, EGRESS AND UTILITY EASEMENT being 30 feet in equal width on each side of the following described line:

Commence at the Southwest corner of Northwest 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 89° 36' 25" East along the South boundary of said 1/4 - 1/4 section for a distance of 206.25 feet; thence proceed South 13° 15' 21" West along the centerline of said easement for a distance of 356.70 feet to a point on the cul-d e-sac of Signal Valley Trail and the point of beginning. From this beginning point proceed North 13° 15' 21" East along the centerline of said easement for a distance of 265.83 feet; thence proceed North 75° 08' 08" West along the centerline of said easement for a distance of 138.60 feet to P.C. of a concave curve right having a delta angle of 39° 51' 54" and a radius of 250.0 feet; thence proceed Northerly along the centerline of said easement and along the curvature of said curve for a



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SCHEDULE C
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tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the P.T.; thence along the tangent centerline a distance of 308.97 feet; thence turn 154° 31' 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 Southeast 1/4- Southwest 1/4 of Section 23, Township 19 South, Range 1 West; thence continue along said course a distance of 176.36 feet to the P.C. 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 P.C. 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 P.T.; thence along the tangent centerline a distance of 719.70 feet to the P.C. 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 P.T.; 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 centerline to a point of intersection with the South boundary of the Southeast 1/4- Southwest 1/4 of Section 23, Township 19 South, Range 1 West, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.



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