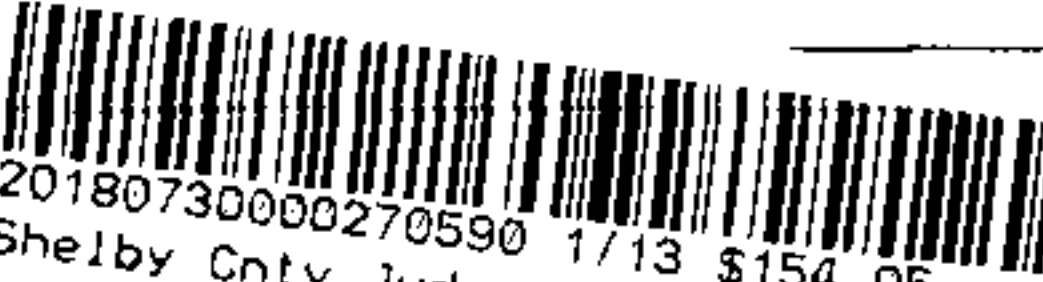


This instrument was prepared by:
Anthony C. Willoughby
Dominick Feld Hyde, P.C.
1130 22nd Street South, Suite 4000
Birmingham, AL 35205

STATE OF ALABAMA)
 :
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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REAL ESTATE MORTGAGE
TITLE NOT EXAMINED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on this the 27th day of July, 2018, the undersigned, **FRANK ALAN GRIFFIN**, spouse, **SUSAN GRIFFIN**, and **FAG, LTD.**, (hereinafter called "Mortgagor"), have become justly indebted to **AG REAL ESTATE, LLC** (hereinafter called "Mortgagee"), in the sum of **SIXTY EIGHT THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS** (\$68,700) evidenced by the following promissory note of even date herewith made by Mortgagor to Mortgagee (the note together with all extensions, renewals or modifications thereof being hereinafter called the "Note"), said indebtedness, interest thereon, and all other sums due hereunder and under the Note and this Mortgage being collectively called the "Debt";

NOW THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness described in the Note and herein, along with any renewals or extensions thereof and the interest thereon, and all other indebtedness now or hereafter owed by Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all of the covenants and stipulations hereinafter contained, Mortgagor does hereby grant, bargain, sell, convey, mortgage, assign and warrant unto Mortgagee the following described real estate (hereinafter called the "Mortgaged Property") situated in Shelby County, Alabama, *to-wit*:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF**

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements, and appurtenances thereunto belonging or in any way appertaining, including any after-acquired title and easements and all rights, title, and interest now or hereafter owned by Mortgagor in and to all buildings and

improvements and all equipment and fixtures attached or appertaining to the Mortgaged Property, all of which shall be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee and their successors, assigns, heirs and legal representatives forever.

For the purpose of further securing the payment of said indebtedness, Mortgagor warrants, covenants and agrees with Mortgagee, and Mortgagee's successors and assigns, as follows:

1. Mortgagor is lawfully seized in fee and possessed of the Mortgaged Property and has a good right to convey the Mortgaged Property, and Mortgagor will warrant and forever defend the title against the lawful claims of all persons whomsoever. The Mortgaged Property is free and clear of all encumbrances, easements and restrictions which may hinder title or make the Mortgaged Property unmarketable.

2. Mortgagor will pay all taxes, assessments, or other liens taking priority over this Mortgage when imposed legally upon said Mortgaged Property. Should default be made in the payment of same or any part thereof, Mortgagee may pay the same, but Mortgagee is not obligated to do so and such amounts shall be considered part of the Debt.

3. Mortgagor shall promptly pay when due all ad valorem taxes, assessments, and other charges against the property and shall promptly provide evidence of payment of said charges to the Mortgagee each and every tax year. In the event the Mortgagor does not pay when due any ad valorem tax, assessment or other charge against the Mortgaged Property, then the Mortgagee may, but shall not be required to, pay said tax assessment or other charge, and the amount of the Mortgagee's payment shall be treated as an additional secured amount pursuant to this Mortgage and must be promptly repaid to the Mortgagee. The Mortgagor's failure to pay all ad valorem taxes, assessments, and other charges against the Mortgaged Property or the Mortgagor's failure to repay any advances made by Mortgagee for the purpose of paying any such tax, assessment or charge immediately upon demand therefore shall constitute an event of default under this Mortgage.

4. Mortgagor will keep all improvements on said Mortgaged Property continuously insured in such amounts, in such manner, and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify with loss, if any, payable to Mortgagee. Mortgagor will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof and will pay premiums therefore as the same become due. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to said Mortgaged Property caused by any casualty. If Mortgagor fails to

keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind, and other hazards for the benefit of Mortgagor and Mortgagee or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive, and receipt for all sums becoming due thereunder. Said proceeds, if collected, shall be credited on the indebtedness secured by this Mortgage, less cost of collection of same, or shall be used in repairing or reconstructing the Mortgaged Property, as Mortgagee may elect. The Mortgagor shall promptly pay all policy premiums when due, and shall promptly provide evidence of premium payments to the Mortgagee upon request of Mortgagee. In the event the Mortgagor does not pay when all policy premiums payable in connection with the policy or policies of insurance required by this Mortgage, then the Mortgagee may, but shall not be required to, pay said premiums and the amount of the Mortgagee's payment shall be treated as an additional secured amount pursuant to this Mortgage and must be promptly repaid to the Mortgagee upon the Mortgagee's demand. The Mortgagor's failure to pay all policy premiums due in connection with any policy or policies of insurance required by this Mortgage, or to promptly reimburse the Mortgagee for advances made by the Mortgagee for the purpose of paying said insurance policy premiums shall constitute an event of default under this instrument. Any such policies of insurance required to be maintained by Mortgagor hereunder shall provide written notice to Mortgagee no less than thirty (30) days prior to the cancellation or expiration of such policy.

5. All amounts so expended by Mortgagee for insurance, the payment of taxes or assessments, or to discharge prior liens shall become a debt due Mortgagee at once payable without demand upon or notice to any person and shall bear interest at the applicable interest rate provided in the Note from date of payment by Mortgagee. Such debt and the interest thereon shall be secured by the lien of this Mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended as required herein, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable and this Mortgage subject to foreclosure, and the same may be foreclosed as hereinafter provided.

6. Mortgagor shall take good care of the Mortgaged Property described above and shall not commit or permit any waste thereon. Mortgagor shall keep the Mortgaged Property repaired at all times and shall maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

7. No delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor.

8. The procurement of insurance or payment of taxes or other liens or assessments by Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing signed by Mortgagor and Mortgagee.

9. Mortgagor will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the Note, any renewals or extensions thereof, and any other notes or obligations of Mortgagor to Mortgagee, whether now or hereafter incurred.

10. The indebtedness hereby secured shall become due and payable in full upon the sale, assignment, transfer, conveyance, lease or encumbrance in any manner, voluntarily or involuntarily, of all or any portion of the Mortgaged Property or of any beneficial interest of Mortgagor therein unless the prior written consent of Mortgagee is first obtained.

11. If, pursuant to the provisions herein, Mortgagee exercises its option to accelerate the debt and foreclose on the Mortgaged Property, Mortgagee shall provide notice of such foreclosure by publication as provided hereinbelow.

12. After any default on the part of Mortgagor, Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this Mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues, and profits of said Mortgaged Property, with power to lease and control the Mortgaged Property and with such other powers as may be deemed necessary. A reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed, and paid out of such rents, issues, and profits or out of the proceeds of the sale of the Mortgaged Property.

13. All the covenants and agreements of Mortgagor herein contained shall extend to and bind Mortgagor's heirs, executors, administrators, successors, and assigns, and such covenants and agreements and all options, rights, privileges, and powers herein given, granted, or secured to Mortgagee shall inure to the benefit of Mortgagee and its successors and assigns as Mortgagee may assign its interests hereunder.

14. Subject to the provisions herein, the debt hereby secured shall at once become due and payable and this Mortgage subject to foreclosure as herein provided at the option of the Mortgagee when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or nonexistence of the

debt or any part thereof or of the lien on which such statement is based unless duly discharged by Mortgagor hereunder.

15. Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, decides should be brought to protect their interest in the Mortgaged Property. Mortgagee shall, at its option, be subrogated to the lien of any deed of trust, mortgage or other security instrument discharged in whole or in part by the Debt, and any such subrogation rights shall constitute additional security for the payment of the Debt. Mortgagor shall pay all reasonable legal fees in connection with the exercise of Mortgagee's rights under this paragraph.

16. Mortgagor shall protect, defend, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of: (a) ownership of this Mortgage or the Mortgaged Property; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof, or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; and (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become immediately due and payable and shall bear interest at the Default Rate (as defined in the Note) or at the maximum interest rate which Mortgagor may by law pay, whichever is lower, from the date loss or damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this paragraph shall survive any termination, satisfaction or assignment of this Mortgage and the exercise by Mortgagee of any of its rights or remedies hereunder, including without limitation, the entry of a judgment of foreclosure or the acquisition of the Mortgaged Property by foreclosure or a conveyance in lieu of foreclosure.

17. Mortgagor (and the undersigned representative of Mortgagor, if any) has full power, authority and legal right to execute, deliver and perform its obligations pursuant this Mortgage, and to mortgage, give, grant, bargain, sell, alien, convey, confirm, pledge, hypothecate, assign and grant a security interest in the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

18. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

19. Mortgagee shall have right to assign (in whole or in part), transfer or sell participations in its rights under this Mortgage without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Mortgagee under this Mortgage.

20. The provisions of this Mortgage and the Note hereby are severable, and the invalidity or unenforceability of any provision of this Mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this Mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively.

21. This Mortgage shall be deemed to be a contract entered into pursuant to the laws of the State of Alabama and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Alabama.

22. Any notices required to be given to either Mortgagor or Mortgagee hereunder shall be delivered by certified mail, return receipt requested and shall be deemed given upon the earlier of the date of receipt by the receiving party or three (3) business days from such mailing if properly addressed as provided below:


if to Mortgagor: Frank Alan Griffin
6189 Hwy 17
Helena, Al 35080

if to Mortgagee: AG Real Estate, LLC
2737 Highland Avenue South
Birmingham, Al 35205
Attn: Grover Gibbs

UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the indebtedness hereby secured as the same shall become due and payable and shall in all things do and perform all acts and agreement herein agreed to be done by Mortgagor according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any

of the provisions of this Mortgage, or should the interest of Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the Mortgaged Property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this Mortgage or the debt hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the Mortgaged Property shall be charged against the owner of this Mortgage, or should at any time any of the stipulations contained in this Mortgage be declared invalid or inoperative by any court of competent jurisdiction, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then, in any of said events, the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to the commencement of foreclosure proceedings at the option of Mortgagee upon thirty (30) days prior written notice from Mortgagee to Mortgagor. Mortgagee shall have the right to sell the same before the courthouse door of the county (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place, and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county. Upon the payment of the purchase money, Mortgagee or auctioneer is authorized to execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale: first, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes, and other encumbrances, with interest thereon; third, to the payment in full of the indebtedness hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property. Mortgagee may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the Mortgaged Property be sold in separate tracts and agrees that Mortgagee may, at Mortgagee's option, sell said property en masse regardless of the number of parcels hereby conveyed.

[Signature Page Follows]

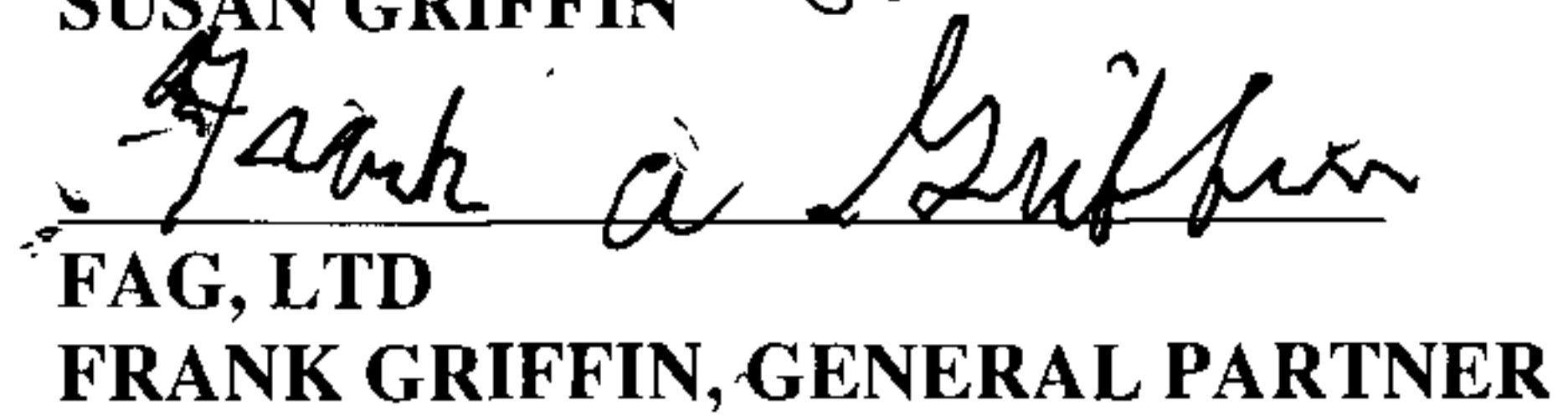

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the 27th day of July, 2018.


MORTGAGOR:


FRANK ALAN GRIFFIN


SUSAN GRIFFIN


FAG, LTD
FRANK GRIFFIN, GENERAL PARTNER

[Notaries on Following Page]


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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, Notary Public for the State of Alabama, do hereby certify that Frank Alan Griffin, whose name is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of July, 2018.

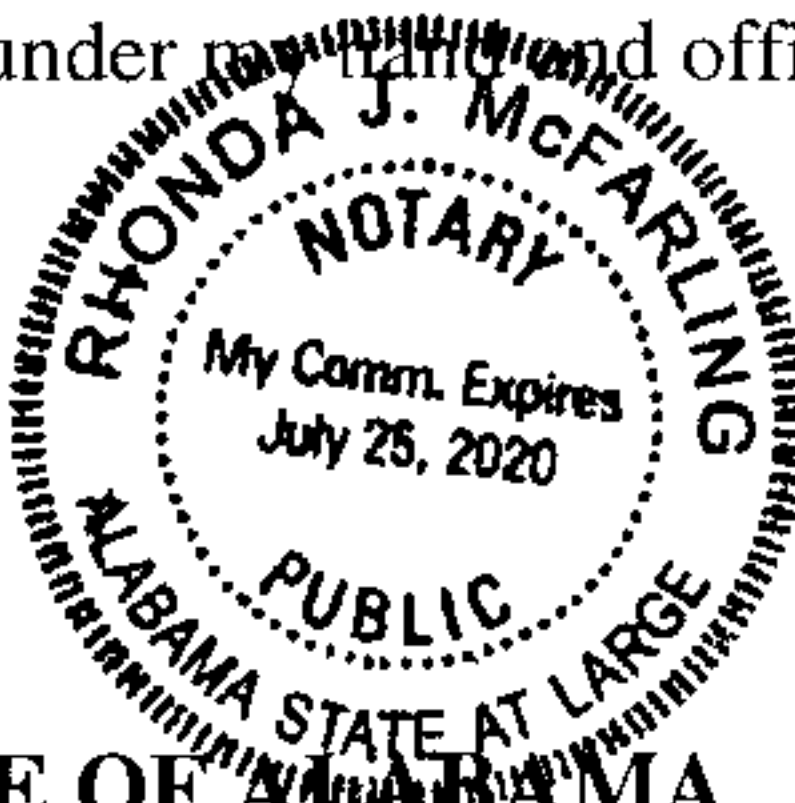


Rhonda J. McFarling
Notary Public
My Commission Expires: 7-25-20

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, Notary Public for the State of Alabama, do hereby certify that Susan Griffin, whose name is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of July, 2018.



Rhonda J. McFarling
Notary Public
My Commission Expires: 7-25-20

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, Notary Public for the State of Alabama, do hereby certify that Frank Alan Griffin, as General Partner of FAG, LTD, whose name is signed to the foregoing instrument, and who is known by me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and office seal this the 27th day of July, 2018.



Rhonda J. McFarling
Notary Public
My Commission Expires: 7-25-20

EXHIBIT "A"

LEGAL DESCRIPTION

Tract One:

Begin at the NE corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 16 deg. 19 min. West 1250.00 feet to the point of beginning; thence right 72 deg. 34 min. in a Westerly direction 210.00 feet (Point A); thence left 90 deg. 00 min. in a Southerly direction 210.00 feet; thence left 90 deg. 00 min. in an Easterly direction 210.00 feet; thence left 90 deg. 00 min. in a Northerly direction 210.00 feet to the point of beginning.

ALSO a 30.00 foot easement being 15.00 feet on each side of the following centerline: Begin at a Point A; thence Easterly along the North line of above described property 15.00 feet to point of beginning of centerline herein described; thence left 90 deg. 00 min. in a Northerly direction 350.00 feet; thence left 90 deg. 00 min. in a Westerly direction 200.00 feet to intersection with the Southeast right of way of a public road, said intersection being the terminus of centerline herein described; being situated in Shelby County, Alabama.

ALSO a 30 foot wide driveway easement being 15.00 feet on each side of a centerline described as follows: Begin at the NE corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 16 deg. 19 min. West 1250.00 feet; thence right 72 deg. 34 min. in a Westerly direction 210.00 feet (Point A) which is the Northwest corner of a tract previously conveyed by deed recorded in Book 019 Page 299 in the Office of the Judge of Probate of Shelby County, Alabama; Beginning at Point A; thence North 90 deg. East for 96.9 feet to the point of beginning of the centerline herein described; thence North 31 deg. 23 min. 36 sec. West for 39.80 feet; thence North 44 deg. 06 min. 36 sec. West for 69.08 feet; thence North 25 deg. 52 min. 49 sec. West for 42.29 feet; thence North 08 deg. 43 min. 01 sec. West for 79.25 feet; thence North 07 deg. 04 min. 09 sec. West for 177.95 feet; thence North 04 deg. 09 min. 27 sec. West for 94.21 feet; thence North 19 deg. 56 min. 57 sec. West for 38.89 feet; thence North 61 deg. 36 min. 34 sec. West for 46.60 feet; thence North 84 deg. 18 min. 13 sec. West for 47.76 feet; thence South 68 deg. 12 min. 27 sec. West for 47.41 feet; thence South 43 deg. 19 min. 49 sec. West for 45.18 feet; thence South 27 deg. 46 min. 57 sec. West for 87.36 feet; thence South 32 deg. 28 min. 28 sec. West for 41.96 feet; thence South 54 deg. 04 min. 49 sec. West for 22.11 feet; thence North 90 deg. 00 min. 00 sec. West for 20.00 feet, more or less, to the East edge of Shelby County Highway No. 17, said point being the end of the centerline of the 30 foot driveway easement herein described, less and except any portion of said easement which lies within the county right of way. Being situated in Shelby County, Alabama.

SUBJECT TO: Easements, restrictions and rights-of-way of record.

Source of Title: Instrument # 19990505000188701

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Tract Two:

All that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28, Township 20 South, Range 3 West, lying East of the Montevallo-Helena Highway.

All that part of the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 33, Township 20 South, Range 3 West that lies East of the right of way of Montevallo-Helena Highway.

All that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33, Township 20 South, Range 3 West that lies East of the right of way of Montevallo-Helena Highway.

All that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33, Township 20 South, Range 3 West that lies North of a cross fence, said fence being described in deed recorded in Deed Book 148, page 87, being all that part of the forty that lies North of the W. M. Farris lands.

A strip of land being 31 poles wide (East and West) across the West side of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 20 South, Range 3 West.

Less and Except:

Parcel 1:

Begin at the SE corner of Section 33, Township 20 South, Range 3 West; run thence North along the East boundary of said Section 33, a distance of 846.84 feet to North right of way boundary of Alabaster to Montevallo-Bessemer Road; turn left an angle of 88 deg. 23' along said North right of way boundary a distance of 235.0 feet; turn right an angle of 2 deg. 23' and continue along said North right of way boundary a distance of 17.9 feet for point of beginning; continue said course a distance of 287.0 feet; turn right an angle of 84 deg. 00' a distance of 212.11 feet; turn right an angle of 94 deg. 00' a distance of 287.0 feet; turn right an angle of 61 deg. 00' a distance of 212.11 feet to point of beginning, being in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama.

Parcel 2:

Beginning at SE corner of Section 33, Township 20 South, Range 3 West; run thence North along the East boundary line of said Section 33 a distance of 846.84 feet to the North right of way boundary of road for point of beginning; thence continue North along said course a distance of 100.00 feet; turn left an angle of 90 deg. 00' a distance of 253.00 feet; turn left an angle of 90 deg. 00' a distance of 492.12 feet to the aforesaid North right of way boundary of road; turn left an angle of 94 deg. along said right of way boundary a distance of 17.9 feet to the beginning of a curve having a radius of 1824.79 feet, and a delta angle of 4 deg. 46', arc length 235.1 feet; turn left an angle of 2 deg. 23', at said point of curve, a distance of 235.00 feet, the point of beginning; said property line being the arc of said curve, being in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 33, Township 20 South, Range 3 West, Shelby County, Alabama.

Parcel 3:

Begin at the SE corner, Section 33, Township 20 South, Range 3 West, run thence North along the East boundary of said Section 33 a distance of 1344.84 feet for point of beginning; then continue said course a distance of 425.0 feet, turn left an angle of 90° 00' a distance of 409.28 feet, turn left an angle of 90° 00' a distance of 260.0 feet, turn left an angle of 9° 00' a distance of 70.0 feet, turn right an angle of 90° 00' a distance of 424.38 feet, turn left an angle of 84° 00' a distance of 287.00 feet, turn left an angle of 94° 00' a distance of 280.00 feet, turn right an angle of 90° 00' a distance of 253.00 feet to point of beginning being in SE $\frac{1}{4}$, Section 33, Township 20 South, Range 3 West, Shelby County, Alabama.

Also, an easement and right of way for an overflow line for the purpose of handling the overflow from the lagoon system situated on the mortgaged premises described herein which said easement is more particularly described as follows:

Begin at the SE corner of Section 33, Township 20 S, Range 3 West; run thence North along the East boundary line of said Section 33 a distance of 1791.84 feet; turn left an angle of 90 deg. 00' a distance of 609.28 feet; turn left an angle of 90 deg. 00' a distance of 84 feet for point of beginning of said easement; turn right an angle of 89 deg. 40' a distance of 780 feet, more or less, to Creek; said easement being 10 feet wide, 3 feet on each side of said described line.

together with the right of ingress and egress to and from said easement or right of way for the purpose of maintaining, repairing and reconstructing said drainage line.

Parcel 4:

Begin at the SE corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama thence in a northerly direction along the east boundary of said section 1791.84 feet to the point of beginning; thence continue in a northerly direction along said east boundary 150.0 feet; thence turn 90 deg. 00' to the left in a westerly direction 772.04 feet; thence turn 90 deg. 00' to the left in a southerly direction 739.43 feet; thence turn 86 deg. 31' to the left in a southeasterly direction 183.10 feet; thence turn 86 deg. 31' to the right in a southerly direction 217.40 feet to intersection with the north right-of-way boundary of a county road; thence turn 84 deg. 00' to the left in a southeasterly direction along said north right-of-way boundary 50.10 feet; thence turn 94 deg. 00' to the left in a northerly direction 633.10 feet; thence turn 90 deg. 00' to the left in a westerly direction 70.00 feet; thence turn 90 deg. to the right in a northerly direction 260.00 feet; thence turn 90 deg. 00' to the right in a easterly direction 609.28 feet to the point of beginning.

SUBJECT TO EASEMENT DESCRIBED IN PARCEL 3 ABOVE.

SUBJECT to transmission line permits and public road rights of way of record.

Frank Driffler
Matthew D. Sykes



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Begin at the southwest corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28, Township 20 South, Range 3 West and run thence east along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 245.57 feet; thence turn a 90 deg. angle to the left and run North 7.00 feet; thence turn a 90 deg. angle to the left and run west 245.60 feet to the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run south along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 7.00 feet, more or less, to the point of beginning; being situated in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 28, Township 20 South, Range 3 West, Parcel 5


Begin at the southeast corner of Section 28, Township 20 South, Range 3 West; thence N. 56 $^{\circ}$ 15'W. 470.00 feet to the point of beginning; thence left 39 $^{\circ}$ 30' in a westerly direction 210.00 feet; thence right 90 $^{\circ}$ 00' in a northerly direction 210.00 feet; thence right 90 $^{\circ}$ 00' in an easterly direction 210.00 feet; thence right 90 $^{\circ}$ 00' in a southerly direction 210.00 feet to the point of beginning. ALSO a 30.00 foot easement being 15.00 feet on each side of the following centerline: Begin at Point A; thence southerly along the west property 15.00 feet to the point of beginning of centerline herein described; thence right 90 $^{\circ}$ 00' in a westerly direction 350.00 feet to intersection with the southeast right-of-way of a public road, said intersection being the terminus of centerline herein described. Parcel 6

Begin at the Northeast corner of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 16 degrees 39 minutes West 1250.00 feet to the point of beginning; thence right 72 degrees 54 minutes in a Westerly direction 210.00 feet (Point A); thence left 90 degrees 00 minutes in a Southerly direction 210.00 feet; thence left 90 degrees 00 minutes in an Easterly direction 210.00 feet; thence left 90 degrees 00 minutes in a Northerly direction 210.00 feet to the point of beginning. ALSO a 30.00 foot easement being 15.00 feet on each side of the following centerline: Begin at POINT A; thence Easterly along the North line of above described property 15.00 feet to a point of beginning of centerline herein described; thence left 90 degrees 00 minutes in a Northerly direction 350.00 feet; thence left 90 degrees 00 minutes in a Westerly direction 300.00 feet to intersection with the Southeast right-of-way of a public road, said intersection being the terminus of centerline herein described. Situated in Shelby County, Alabama.

According to the survey of W.M. Varnon, R.L.S., Alabama Cert. No. 9324, dated January 17, 1984. Parcel 7

Begin at the Southeast corner of Section 33, Township 20 South, Range 3 West; thence Northerly along the East boundary of said Section for 866.84 feet to the North right-of-way boundary of Shelby County Highway No. 44; thence left 76 deg. 55 min. in a Westerly direction 1,430.00 feet, more or less, to intersection of said North right-of-way boundary with the East right-of-way boundary of Shelby County Highway No. 17, said intersection being the point of beginning; thence right 82 deg. 21 min. in a Northerly direction along said East boundary 267.00 feet; thence right 89 deg. 48 min. 30 sec. in an Easterly direction 120.00 feet; thence right 90 deg. 56 min. in a Southerly direction 120.00 feet; thence left 29 deg. 59 min. 30 sec. in a Southeasterly direction 100.06 feet; thence right 58 deg. 52 min. in a Southwesterly direction 112.50 feet to intersection with said North right-of-way boundary; thence right 79 deg. 07 min. in a Northwesterly direction along said North boundary 117.90 feet to the point of beginning. According to survey of W.M. Varnon, R.L.S., AL. #9324, dated October 21, 1987. Parcel 8

Source of Title: Book 214, Page 879


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Tract Three:

TRACT NO. 2 - That part of the East-half of the North-East quarter of Section 33, Township 20 South, Range 3 West described as follows:
Begin at the northeast corner of the South-East quarter of the North-East quarter of said Section 33; thence in a southerly direction along the east line of said quarter-quarter section to a point that is 800.00 feet north of the southeast corner of said quarter-quarter section; thence North 70° West 1000 feet, more or less, to the east right-of-way of Shelby County Highway No. 17; thence in a northerly direction along said right-of-way to a point that is 458.00 feet south of and parallel to the north line of said Section 33; thence in an easterly direction along said parallel line to intersection with the east line of said half-quarter section; thence in a southerly direction along said east line 874 feet, more or less, to the point of beginning. ALSO the west 511.50 feet of the South-West quarter of the North-West quarter of Section 34, Township 20 South, Range 3 West;

And also;

TRACT NO. 4 - Begin at the Southeast corner of Section 33, Township 20 South, Range 3 West; thence in a northerly direction along the east line of said Section 868.84 feet; thence turn left 76°55' in a northwesterly direction 1430 feet, more or less, to intersection of the north right-of-way of Shelby County Highway No. 64 with the east right-of-way of Shelby County Highway No. 17; thence turn right 82°21' in a northerly along said east right-of-way 437.00 feet to the point of beginning; thence continue in a northerly direction along said east right-of-way 323.71 feet; thence turn right 84°34' in an easterly direction 548.81 feet; thence turn right 90°00' in a southerly direction 377.38 feet; thence turn right 95°26' in a northwesterly direction 582.10 feet to the point of beginning.

Source of Title: Instrument # 20040102000003500


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