

20190206000038960 1/13 \$53.00
Shelby Cnty Judge of Probate, AL
02/06/2019 08:22:20 AM FILED/CERT

Prepared by, recording requested by
and, after recording, return to:

Phillip G. Stutts, Esq.
LEITMAN, SIEGAL & PAYNE, P.C.
420 North 20th Street, Suite 2000
Birmingham, Alabama 35203

County Division Code: AL040
Inst. # 2019009987 Pages: 1 of 13
I certify this instrument filed on
2/5/2019 9:30 AM Doc: XFRL
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$52.00

Clerk: DAVENPORT

STATE OF ALABAMA)
COUNTIES OF JEFFERSON AND SHELBY)

ASSIGNMENT OF LEASES AND RENTS (Own Alabama)

THIS ASSIGNMENT OF LEASES AND RENTS (as the same may be hereafter amended, restated or modified, this "Assignment") made as of February 1, 2019 by **FIRST AVENUE DESIGN STUDIO, LLC**, an Alabama limited liability company ("First Avenue"), **DOUG BAKER CENTER, LLC**, an Alabama limited liability company ("Doug Baker Center"), **1805 MCCAIN, LLC**, an Alabama limited liability company ("1805 McCain"), **OWN ALABAMA PORTFOLIO I, LLC**, an Alabama limited liability company ("Holdco"; jointly and severally with First Avenue, Doug Baker Center and 1805 McCain, the "Borrowers"), whose address is c/o Colliers International, 880 Montclair Road, Suite 250, Birmingham, Alabama 35223, in favor of **COMMERCEONE BANK**, an Alabama banking corporation (together with its successors and assigns, "Lender"), whose address is 2100 Southbridge Parkway, Suite 385, Birmingham, AL 35209.

WITNESSETH:

THAT, WHEREAS, Borrower have executed that certain Promissory Note (the "Note") dated of even date herewith, payable to the order of Lender in the stated principal amount of Five Million Nine Hundred Thousand and No/100 Dollars (\$5,900,000.00); and

WHEREAS, the Note is secured by that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing (as the same may from time to time be amended, consolidated, renewed or replaced, the "Mortgage") dated of even date herewith, from Borrowers, for the benefit of Lender, encumbering that certain real property situated in the Counties of Jefferson and Shelby, State of Alabama, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and all buildings and other improvements now or hereafter located thereon (collectively, the "Improvements") (said real property and the Improvements are hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, Borrowers desire to further secure to Lender the performance of the terms, covenants and agreements hereof and of the Note, the Mortgage and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Mortgage and such other documents, as each of the

foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Lender to Borrowers and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers do hereby irrevocably, absolutely and unconditionally transfer, sell, assign, pledge and convey to Lender, its successors and assigns, all of the right, title and interest of Borrowers in and to:

(a) any and all leases, licenses, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Property and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the "Leases"); and

(b) all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Property, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following an Event of Default (as defined in the Mortgage) and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Property, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrowers may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Property, any award or other payment which Borrowers may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the tenants under such Leases, and any and all payments made by or on behalf of any tenant of any part of the Property in lieu of Rent (collectively, the "Rents").

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns.

IT IS AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. Borrowers represent, warrant and covenant to and for the benefit of Lender: (a) that Borrowers now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, specifically permitted in the Mortgage, there are no outstanding assignments of the Leases or Rents; (c) that no Rents have been anticipated, discounted, released, waived, compromised or otherwise discharged, except for prepayment of rent of not more than one (1) month prior to the accrual thereof; (d) that there are no material defaults now existing under any of the Leases by the landlord or tenant, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or tenant, except as disclosed in writing to Lender; (e) that Borrowers have and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the

landlord to be observed and performed thereunder; (f) that Borrower will not amend any of the Leases without the prior consent of Lender; and (g) the Leases are in full force and effect and are the valid and binding obligations of Borrowers, and, to the knowledge of Borrowers, are the valid and binding obligations of the tenants thereto.

2. Notwithstanding that this instrument is a present, absolute and executed assignment of the Rents and of the Leases and a present, absolute and executed grant of the powers herein granted to Lender, Borrowers are hereby permitted, and is hereby granted a revocable license by Lender, to retain possession of the Leases and to collect and retain the Rents unless and until there shall be an Event of Default under this Assignment, the Mortgage or the other Loan Documents. In the event of such Event of Default, the aforementioned license granted to Borrowers shall automatically terminate without notice to Borrowers for so long as such Event of Default remains uncured and the Loan is not accelerated, and Lender may thereafter, without taking possession of the Property, take possession of the Leases and collect the Rents. Further, from and after such termination, Borrowers shall be the agent of Lender in collection of the Rents, and any Rents so collected by Borrowers shall be held in trust by Borrowers for the sole and exclusive benefit of Lender, and Borrowers shall, within one (1) business day after receipt of any Rents, pay the same to Lender to be applied by Lender as hereinafter set forth. Furthermore, from and after such Event of Default and termination of the aforementioned license, Lender shall have the right and authority, without any notice whatsoever to Borrowers and without regard to the adequacy of the security therefor, to: (a) manage and operate the Property, with full power to employ agents to manage the same; (b) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (c) do all acts relating to such management, operation, rental, leasing, repair improvement and alteration of the Property as Lender in its sole subjective judgment and discretion shall determine. Lender may apply the Rents received by Lender from the Property, after deducting the costs of collection thereof, including, without limitation, attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Lender incurs in connection with the operation of the Property and against interest, principal, required escrow deposits and other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as to any of the items so mentioned as Lender, in its sole subjective discretion, may determine.

3. Without limiting the rights granted hereinabove, in the event Borrowers shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Lender may, but shall not be obligated to, without prior notice to or demand on Borrowers, and without releasing Borrowers from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, performing or discharging any obligation, covenant or agreement of Borrowers under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees. Any sum advanced or paid by Lender for any such purpose, including, without limitation, attorneys' fees, together with interest thereon at the Default Interest Rate (as defined in the Note) from the date paid or advanced by Lender until repaid by Borrowers, shall immediately be due and payable to Lender by Borrowers on demand and shall be secured by

the Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

4. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other party or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property. Lender shall not be liable for any loss sustained by Borrowers resulting from Lender's failure to let the Property or from any other act or omission of Lender in managing the Property. This Assignment shall not be construed as making Lender a mortgagee-in-possession. Lender is obligated to account to Borrowers only for such Rents as are actually collected or received by Lender.

5. Borrowers shall and does hereby indemnify and hold Lender harmless from and against any and all liability, loss, claim, demand or damage which may or might be incurred by reason of this Assignment, including, without limitation, claims or demands for security deposits from tenants of space in the Improvements deposited with Borrowers and not delivered to Lender, and from and against any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Lender incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses and attorneys' fees, together with interest thereon at the Default Interest Rate from the date paid or incurred by Lender until repaid by Borrowers, shall be immediately due and payable to Lender by Borrowers upon demand and shall be secured by the Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

6. Borrowers hereby irrevocably appoint Lender as its attorney in fact which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the loan evidenced by the Note to, from and after the occurrence of an Event of Default by Borrowers hereunder or under any of the other Loan Documents, do, make or perform any act, right or privilege which Lender shall have under or by virtue of this Assignment.

7. Borrowers covenant and agree that Borrowers shall not, without the prior written consent of Lender, further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, except as otherwise expressly permitted by the terms of the Mortgage, or incur any material indebtedness, liability or other obligation to any tenant, lessee or licensee under the Leases, or permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. Borrowers covenant and agree that Borrowers shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or tenant thereunder, and if Borrowers shall fail to do so, Lender, at its option but without obligation, may do so. Borrowers shall pay on demand all costs and expenses, including,

without limitation, attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Interest Rate from the date incurred by Lender until repaid by Borrowers.

9. At any time, Lender may, at its option, notify any tenants or other parties of the existence of this Assignment. Borrowers do hereby specifically authorize, instruct and direct each and every present and future tenant, lessee and licensee of the whole or any part of the Property to pay all unpaid and future Rents to Lender upon receipt of demand from Lender to pay the same, and Borrowers hereby agree that each such present and future tenant, lessee and licensee may rely upon such written demand from Lender to so pay said Rents without any inquiry into whether there exists an Event of Default hereunder or under the other Loan Documents or whether Lender is otherwise entitled to said Rents. Borrowers hereby waive any right, claim or demand which Borrowers may now or hereafter have against any present or future tenant, lessee or licensee by reason of such payment of Rents to Lender, and any such payment shall discharge such tenant's, lessee's or licensee's obligation to make such payment to Borrowers.

10. Lender may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note without prejudice to any of its rights hereunder or under any of the Loan Documents.

11. The acceptance of this Assignment and the collection of the Rents as herein provided shall be without prejudice to Lender. The exercise or failure to exercise by Lender of the rights granted Lender in this Assignment, and the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver by Lender of any Event of Default under the Loan Documents or prevent foreclosure of any liens on the Property nor shall such exercise make Lender liable under any of the Leases, Lender hereby expressly reserving all of its rights and privileges under the Mortgage and the other Loan Documents as fully as though this Assignment had not been entered into. The rights of Lender hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrowers that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Lender, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

12. All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and shall pass to and may be exercised by any assignee of Lender. All obligations of Borrowers shall bind its successors and assigns and any subsequent owner of the Property. Borrowers hereby agree that if Lender gives notice to Borrowers of an assignment of said rights, upon such notice the liability of Borrowers to the assignee of the Lender shall be immediate and absolute. Borrowers will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or set off to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

13. It shall be an Event of Default hereunder (a) if any representation or warranty made herein by Borrowers are determined by Lender to have been false or misleading in any material respect at the time made, or (b) if Borrowers violate the provisions of paragraph 7 hereof, or (c) if any Event of Default under the Mortgage or any of the other Loan Documents shall occur.

14. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

15. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Borrowers and Lender.

16. This Assignment shall be in full force and effect continuously from the date hereof to and until the Mortgage shall be released of record, and the release of the Mortgage shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

17. In case of a conflict between any provision of this Assignment and any provision of the other Loan Documents, the provisions of the Note or the Mortgage, if such document shall be the conflicting other Loan Document, shall prevail and be controlling.

18. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Mortgage.

19. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS SITUATED, EXCEPT TO THE EXTENT THAT ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING.

20. BORROWERS, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE DEBT OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR BORROWERS, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWERS IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

21. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be

detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.


22. In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Borrowers to prevent a breach or Event of Default, or to enforce the observance, of the agreements, covenants, terms and conditions contained herein.

23. Lender may sell, transfer and deliver the Note and the Loan Documents to one or more investors in the secondary mortgage market. In connection with such sale, Lender may retain or assign responsibility for servicing the loan evidenced by the Note or may delegate some or all of such responsibility and/or obligations to a servicer, including, but not limited to, any subservicer or master servicer, on behalf of the investors. All references to Lender herein shall refer to and include, without limitation, any such servicer, to the extent applicable.

24. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, and without notice to Borrowers, to the appointment of a receiver to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

25. Notwithstanding anything to the contrary contained in this Assignment, the liability of Borrowers and its officers, directors, general partners, managers, members and principals for the indebtedness secured hereby and for the performance of the other agreements, covenants and obligations contained herein and in the Loan Documents shall be limited as set forth in the Note.

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IN WITNESS WHEREOF, Borrowers have executed this Assignment as of the day and year first written above but actually executed on the date set forth in the acknowledgment.

Borrowers:

FIRST AVENUE DESIGN STUDIO, LLC,

an Alabama limited liability

By: OWN ALABAMA PORTFOLIO I, LLC,
an Alabama limited liability company

Its: Sole Member

By: Founders Investment Properties, LLC,
an Alabama limited liability company

Its: Manager

By: 

Andrew L. Sink

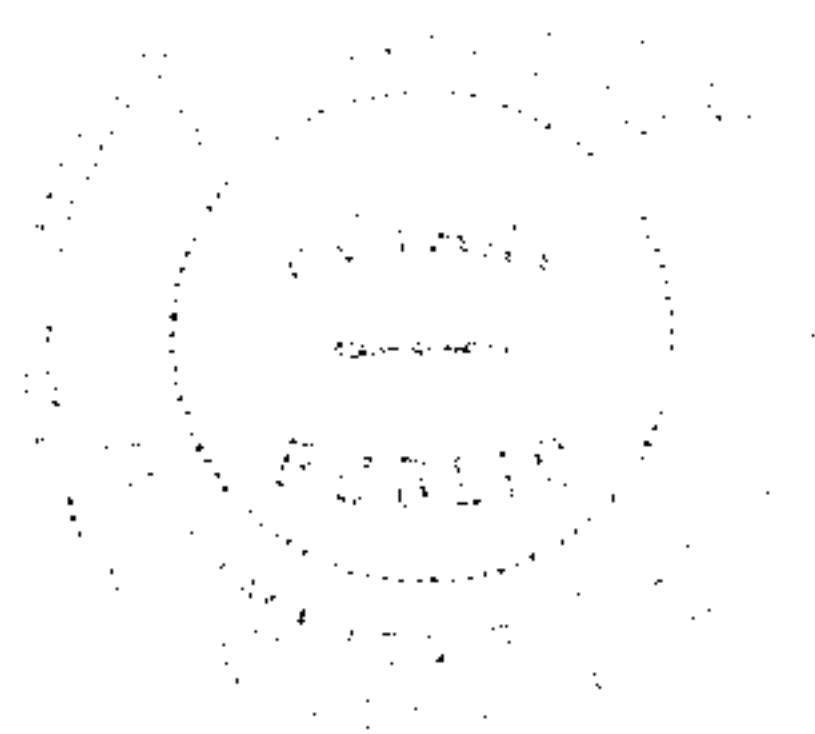
Its: Authorized Member

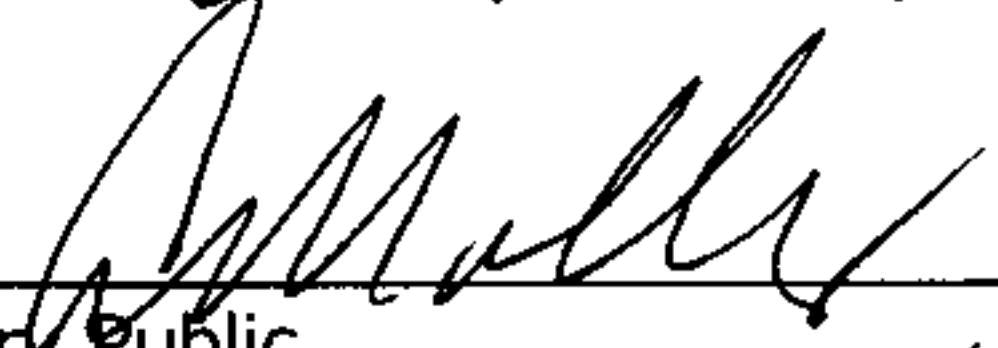
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certifies that Andrew L. Sink, whose name as Authorized Representative of Founders Investment Properties, LLC, an Alabama limited liability company, the sole Manager of Own Alabama Portfolio I, LLC, an Alabama limited liability company, the sole Member of FIRST AVENUE DESIGN STUDIO, LLC, an Alabama limited liability, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and official seal this the 31 day of January, 2019.

AFFIX SEAL





Notary Public
My commission expires: 12/12/19

[signatures continued on following pages]



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DOUG BAKER CENTER, LLC,

an Alabama limited liability company

By: OWN ALABAMA PORTFOLIO I, LLC,
an Alabama limited liability company

Its: Sole Member

By: Founders Investment Properties, LLC,
an Alabama limited liability company

Its: Manager

By: 
Andrew L. Sink

Its: Authorized Member

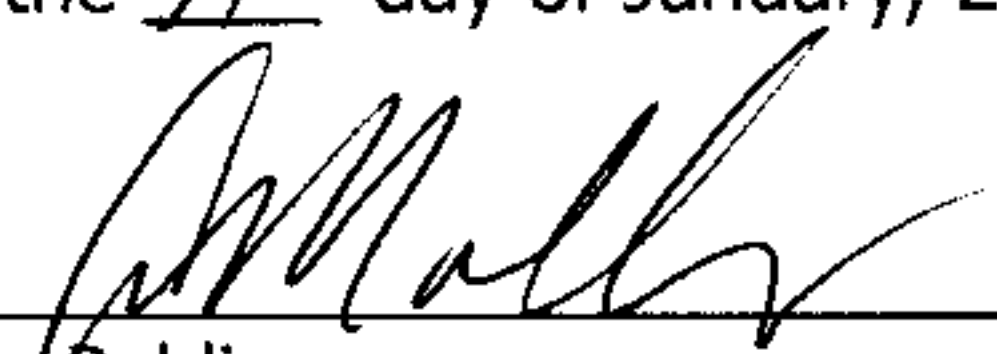
STATE OF ALABAMA)

JEFFERSON COUNTY)


I, the undersigned Notary Public in and for said County, in said State, hereby certifies that Andrew L. Sink, whose name as Authorized Representative of Founders Investment Properties, LLC, an Alabama limited liability company, the sole Manager of Own Alabama Portfolio I, LLC, an Alabama limited liability company, the sole Member of DOUG BAKER CENTER, LLC, an Alabama limited liability, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and official seal this the 31 day of January, 2019.

AFFIX SEAL


Notary Public
My commission expires: 12/12/19

[signatures continued on following pages]


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1805 MCCAIN, LLC,

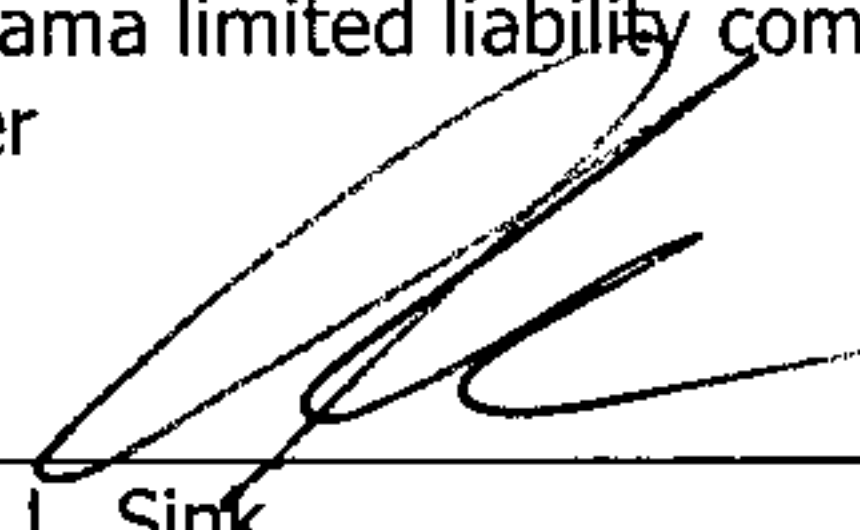
an Alabama limited liability company

By: OWN ALABAMA PORTFOLIO I, LLC,
an Alabama limited liability company

Its: Sole Member

By: Founders Investment Properties, LLC,
an Alabama limited liability company

Its: Manager

By: 

Andrew L. Sink

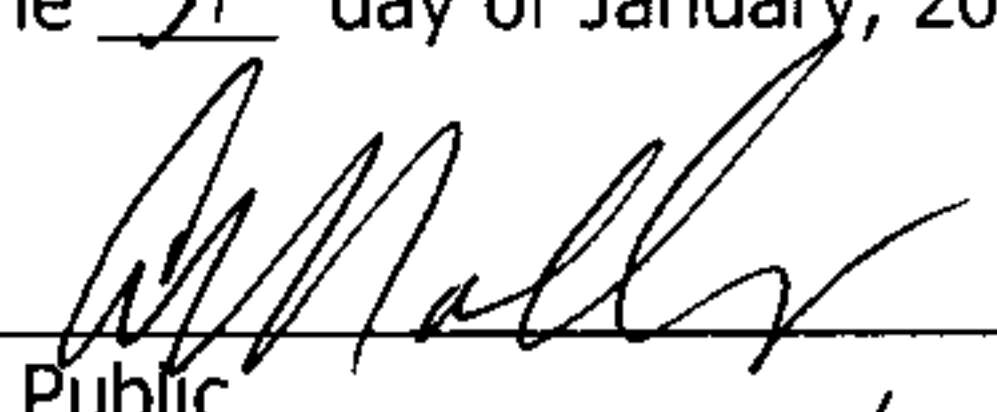
Its: Authorized Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certifies that Andrew L. Sink, whose name as Authorized Representative of Founders Investment Properties, LLC, an Alabama limited liability company, the sole Manager of Own Alabama Portfolio I, LLC, an Alabama limited liability company, the sole Member of 1805 McCain, LLC, an Alabama limited liability, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.


Given under my hand and official seal this the 31 day of January, 2019.

AFFIX SEAL



Notary Public
My commission expires: 12/12/19

[signatures continued on following pages]


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OWN ALABAMA PORTFOLIO I, LLC,

an Alabama limited liability company

By: Founders Investment Properties, LLC,
an Alabama limited liability company

Its: Manager

By: 
Andrew L. Sink

Its: Authorized Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County, in said State, hereby certifies that Andrew L. Sink, whose name as Authorized Representative of Founders Investment Properties, LLC, an Alabama limited liability company, the sole Manager of Own Alabama Portfolio I, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said limited liability company acting in its capacity as aforesaid.

Given under my hand and official seal this the 31 day of January, 2019.


Notary Public


My commission expires: 12/12/19

AFFIX SEAL



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EXHIBIT "A"
LEGAL DESCRIPTION


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First Avenue Legal

Lot 1, according to the Lakeview Land Resurvey Number 2, a Non-Residential Subdivision, as recorded in Map Book 216, Page 17, in the Probate Office of Jefferson County, Alabama.

Doug Baker Center Legal

e of Probate, Shelby County, Alabama; thence proceed South 89° 04' in Map Book 33, page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 - Revision 1 as recorded in Map Book 31, pages 130A & 130B, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of the Northeast quarter of the Southwest quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 88° 49' 06" West along the North line of said Northeast quarter of Southwest quarter for 66.55 feet to the Southwest corner of Lot 2 of "THE VILLAGE AT LEE BRANCH, SECTOR 1, REVISION 1" as recorded in Map Book 31, pages 43A and 43B in the Office of The Probate Judge, Shelby County, Alabama; thence proceed North 01° 10' 54" West along the West line of said Lot 2 for 119.95 feet to the Southeast corner of Lot 3A of "A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH" as recorded in Map Book 31, pages 130A and 130B in the Office of the Judge of Probate, Shelby County, Alabama; thence proceed South 89° 04' 30" West along the South line of said Lot 3A for 180.92 feet to a point; thence proceed North 56° 26' 42" West along the Southwest line of said Lot 3A for 93.23 feet to a point of the Southerly right of way margin of Doug Baker Boulevard; thence proceed South 33° 33' 18" West along said Southerly right of way margin for 84.38 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 26° 21' 14", a radius of 537.50 feet and a chord which bears South 46° 43' 54" West for 245.06 feet; thence proceed Southwesterly along said Southerly right of way margin and along the arc of said curve for 247.23 feet to the POINT OF BEGINNING of the herein described parcel; thence leaving said Southerly right of way margin of Doug Baker Boulevard, proceed South 31° 05' 10" East for 30.50 feet to a point; thence proceed South 38° 02' 48" East for 32.43 feet to a point; thence proceed South 40° 50' 32" East for 119.19 feet to a point; thence proceed North 49° 09' 28" East for 66.50 feet to a point at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of 90° 00' 00", a radius of 4.50 feet and a chord which bears South 85° 50' 32" East for 6.36 feet; thence proceed Easterly along the arc of said curve for 7.07 feet to the end of said curve; thence proceed South 40° 50' 32" East and tangent to the last described curve for 16.00 feet to a point; thence proceed North 49° 09' 28" East for 124.46 feet to a point at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of 04° 24' 48", a radius of 560.10 feet and a chord which bears North 32° 11' 48" East for 43.13 feet; thence proceed Northeasterly along the arc of said curve for 43.14 feet to a point at the beginning of a curve to the left, said curve being non-tangent to the last described curve and having a central angle of 78° 01' 30", a radius of 99.53 feet and a chord which bears North 05° 13' 13" West for 125.30 feet; thence proceed Northerly along the arc of said curve for 135.53 feet to the end of said curve; thence proceed North 46° 33' 26" West and non-tangent to the last described curve for 15.10 feet to a point at the beginning of a curve to the left; said curve being non-tangent to the last described course and having a central angle of 08° 13' 03", a radius of 211.21 feet and a chord which bears North 52° 19' 56" West for 30.27 feet; thence proceed Northwesterly along the arc of said curve for 30.29 feet to the end of said curve; thence proceed North 56° 26' 42" West and tangent to the last described curve for 25.04 feet to a point; thence proceed South 33° 30' 26" West for 28.37 feet to a point; thence proceed North 56° 29' 34" West for 10.03 feet to a point; thence proceed North 70° 31' 43" West for 20.62 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 15° 36' 23", a radius of 547.50 feet and a chord which bears South 41° 15' 30" West for 148.67 feet; thence proceed Southwesterly along the arc of said curve for 149.13 feet to a point; thence proceed North 42° 24' 14" West for 10.00 feet to a point on the Southerly right of way margin of Doug Baker Boulevard, said Southerly right of way margin being in a curve to the right, said

curve begin non-tangent to the last described course and having a central angle of 10° 49' 11", a radius of 537.50 feet; and a chord which bears South 54° 29' 55" West for 101.35 feet; thence proceed Southwesterly along the arc of said curve and along said Southerly right of way for 101.50 feet to the POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING APPURTENANT RIGHTS:

Agreement of covenants, conditions and restrictions and grant of easements as recorded in Official Records Instrument No. 20040624000345530, as amended by that certain First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easements as recorded in Official Records Book 20130913000372210, in the Office of the Judge of Probate, Shelby County, Alabama.

Declaration of Easements and Restrictions as recorded in Official Records Instrument No. 20040601000288850, as amended in Official Records Instrument No. 20040624000345520, in the Office of the Judge of Probate, Shelby County, Alabama.

1805 McCain Legal


One parcel of land located in the NE 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of the NE 1/4 of said Section 25; thence S 0 deg-00'00" W along the east line of said Section a distance of 305.77'; thence N 88 deg-47'10" W a distance of 154.47'; thence S 0 deg-00'00" W a distance 139.65' to the POINT OF BEGINNING; thence continue along last described course a distance of 107.0'; thence S 45 deg-00'00" W a distance of 97.93'; thence S 0 deg-00'00" W a distance of 54.28'; thence N 88 deg-47'10" W a distance of 243.57' to the easterly R.O.W. line of McCain Parkway (50' R.O.W.); thence N 1 deg-32'02" E along said R.O.W. line a distance of 173.69' to the beginning of a curve to the right having a radius of 365.0' and a central angle of 4 deg-31'51" and subtended by a chord which bears N 3 deg-47'57" E a distance of 28.86'; thence along the arc of said curve and said R.O.W. line a distance of 28.86'; thence leaving said R.O.W. line N 85 deg-42'54" E a distance of 307.06' to the POINT OF BEGINNING.

Containing 1.40 acres, more or less.

1805 McCain Legal

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows

Commence at the NE corner of the NE 1/4 of said Section 25; Thence South 0 deg. 00 min. 00 sec. West along the east line of said Section a distance of 305.77 feet, thence North 88 deg. 47 min. 10 sec. West a distance of 154.47 feet to the Point of Beginning; thence North 0 deg 00 deg. 00 sec. East a distance of 40.75 feet; Thence North 88 deg. 47 min. 10 sec. West a distance of 233.99 feet to a point on the easterly right of way line of McCain Parkway (50' R.O.W.), said point also lying on a curve to the right having a radius of 302.04 feet, a central angle of 14 deg. 08 min. 44 sec. and subtended by a chord which bears South 22 deg. 06 min. 20 sec. West a chord distance of 74.38 feet, thence along the arc of said curve and said right of way line a distance of 74.57 feet to the end of aforesaid curve and the beginning of a curve to the left having a radius of 365.00 feet, a central angle of 23 deg. 06 min. 49 sec. and subtended by a chord which bears South 17 deg. 37 min. 17 sec. West a chord distance of 146.25 feet; thence along the arc of said curve and said right of way line a distance of 147.24 feet; thence leaving said right of way line, North 85 deg. 42 min. 54 sec. East a distance of 307.06 feet; thence North 0 deg. 00 min. 00 sec. East a distance of 139 .65 feet to the Point of Beginning.


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Shelby Cnty Judge of Probate, AL
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