

This instrument prepared by
and record and return to:
Haskins Jones
2805 2nd Avenue South, Suite 200
Birmingham AL 35233

STATE OF ALABAMA)

COUNTY OF SHELBY)

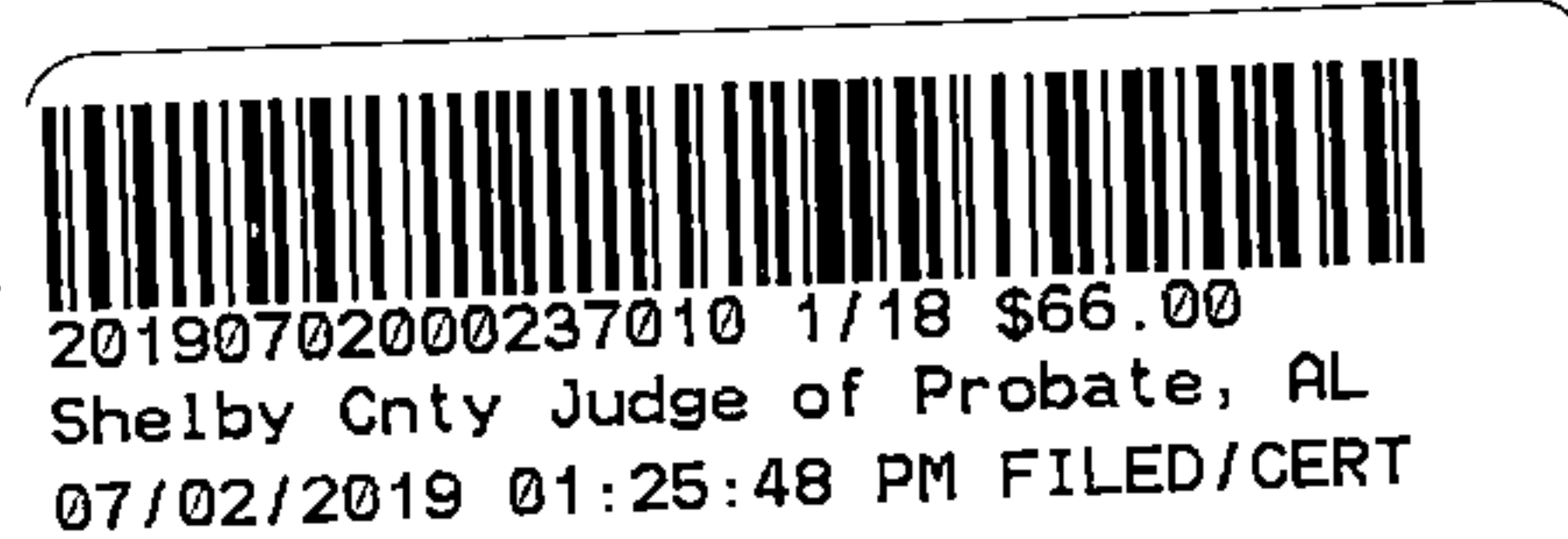
AMENDED, RESTATED AND CONSOLIDATED
CROSS-COLLATERALIZATION AND
CROSS-DEFAULT AGREEMENT

THIS AMENDED, RESTATED AND CONSOLIDATED CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made and entered into as of the 28th day of June, 2019, by and between **BARON PROPERTIES, LLC**, an Alabama limited liability company ("Baron Properties"), **PARADE HOME BUILDERS, INC.**, an corporation ("Parade Home Builders"), **MOIZ FOULADBAKHSH**, an individual ("Fouladbakhsh", together with Baron Properties and Parade Home Builders, hereinafter, the "Borrowers") and, collectively, the Grantor for indexing purposes, and **CENTERSTATE BANK, N.A.**, as successor by merger with National Bank of Commerce ("Lender"), and Grantee for indexing purposes.

RECITALS

A. Borrowers are indebted to Lender in the original principal amounts specified on **Exhibit "A"** hereto (the "Loans"). The Loans are evidenced and secured by separate promissory notes, loan agreements, mortgages, and other documents, all of such loan documents being more particularly described in **Exhibit "B"** hereto (as the same may hereafter be amended, individually and respectively, as so amended, the "2008 Ivy Center Loan Documents", the "2019 Ivy Center Loan Documents", the "Service Station Loan Documents", the "Vacant Land Loan Documents", the "2015 Baron Parcel 1 Loan Documents", the "2017 Baron Parcel 1 Loan Documents", the "2019 Baron Parcel 1 Loan Documents", the "2018 Baron Parcel 2 Loan Documents", and the "2019 Baron Parcel 2 Loan Documents", collectively the "Loan Documents"), encumbering, without limitation, the real property more particularly described in **Exhibits "C", "D", "E", "F", and "G"** hereto, respectively, and all improvements and appurtenances and all tangible and intangible personal property owned by each Borrower relating thereto (collectively, the "Property").

B. The 2008 Ivy Center Loan Documents, the 2015 Baron Parcel 1 Loan Documents, the Service Station Loan Documents, and the Vacant Land Loan Documents are subject to that certain Cross-Collateralization and Cross-Default Agreement dated November 20, 2015,



recorded on November 25, 2015 in the Probate Office of Shelby County, Alabama, as Instrument No. 20151125000407400. The 2015 Baron Parcel 1 Loan Documents, 2017 Baron Parcel 1 Loan Documents, and the 2018 Baron Parcel 2 Loan Documents are subject to that certain Cross-Collateralization and Cross-Default Agreement dated May 17, 2018, recorded on May 21, 2018 in the Probate Office of Shelby County, Alabama, as Instrument No. 20180521000174500. As a condition to making the Loans, Lender has required that all of the Loans be cross-defaulted and cross-collateralized. Each Borrower agrees and acknowledges that there is good and sufficient consideration to execute this Agreement as an inducement to Lender to make the Loans, and that each Borrower will receive direct and indirect benefits from the extension of the Loans by the Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, to induce the Lender to make the Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower agrees with Lender, and Lender agrees with each Borrower, as follows:

1. **Cross-Collateralization.** The Loans are hereby cross-collateralized with one another and each Borrower hereby grants, bargains, conveys, and mortgages the Property to secure, and agree that the Collateral described in the respective Loan Documents shall secure, in addition to such respective Loan and on a **pari passu** basis with each of the other Loans the Loan Obligations (as defined in the respective Loan Agreements described in Exhibit B, as the same may hereafter be amended), and any and all other obligations of the respective Borrowers under the other Loan Documents, including, without limitation, the respective Borrowers' obligation to pay the principal and interest on the respective Loans, as any of the same may hereafter be renewed, modified, amended or extended.

2. **Cross-Default.** The Loans are hereby cross-defaulted with one another and each Borrower agrees that the occurrence of an Event of Default as defined in, and pursuant to any of the Loan Documents, after the expiration of any applicable notice and cure period, shall constitute an immediate Event of Default (without need of notice or the expiration of any additional cure period other than as specified in such Loan Documents) under all the Loan Documents.

3. **Expenses.** Borrowers shall promptly on demand pay all reasonable costs and expenses, including the reasonable fees and disbursements of counsel to the Lender, incurred by the Lender in connection with the exercise by or on behalf of Lender of any of its rights, powers or remedies under this Agreement, the enforcement of this Agreement, or the prosecution or defense of any action or proceeding by or against the Lender, the Borrowers, or any one or more of them, concerning any matter related to this Agreement.

4. **Miscellaneous.**

(a) This Agreement may be executed in any number of counterparts bearing the original signatures of all parties hereto, each of which shall constitute an original for all purposes, but all of which shall evidence but one and the same Agreement. This Agreement will

be recorded in each county and state where the respective properties described in the Loan Documents are located. Upon the filing of each mortgage constituting part of the Loan Documents, all necessary recording, intangible, or documentary stamp taxes will be duly paid by Borrower. This Agreement is being given as additional security for the Loan Obligations.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Borrowers have caused this Agreement to be properly executed on the day and year first written above.

BORROWER:

BARON PROPERTIES, LLC, an
Alabama limited liability company

By: _____

Name: Moiz Fouladbakhsh

Its: Manager

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Moiz Fouladbakhsh whose name as Manager of Baron Properties, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 27 day of June, 2019.

Notary Public

[AFFIX SEAL]

My commission expires: 7/10/22

20190702000237010 4/18 \$66.00
Shelby Cnty Judge of Probate, AL
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PARADE HOME BUILDERS, INC., an
Alabama corporation

By: 
Name: Moiz Fouladbakhsh
Its: President

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Moiz Fouladbakhsh whose name as President of Parade Home Builders, Inc., an Alabama corporation, 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 President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 27 day of June, 2019.



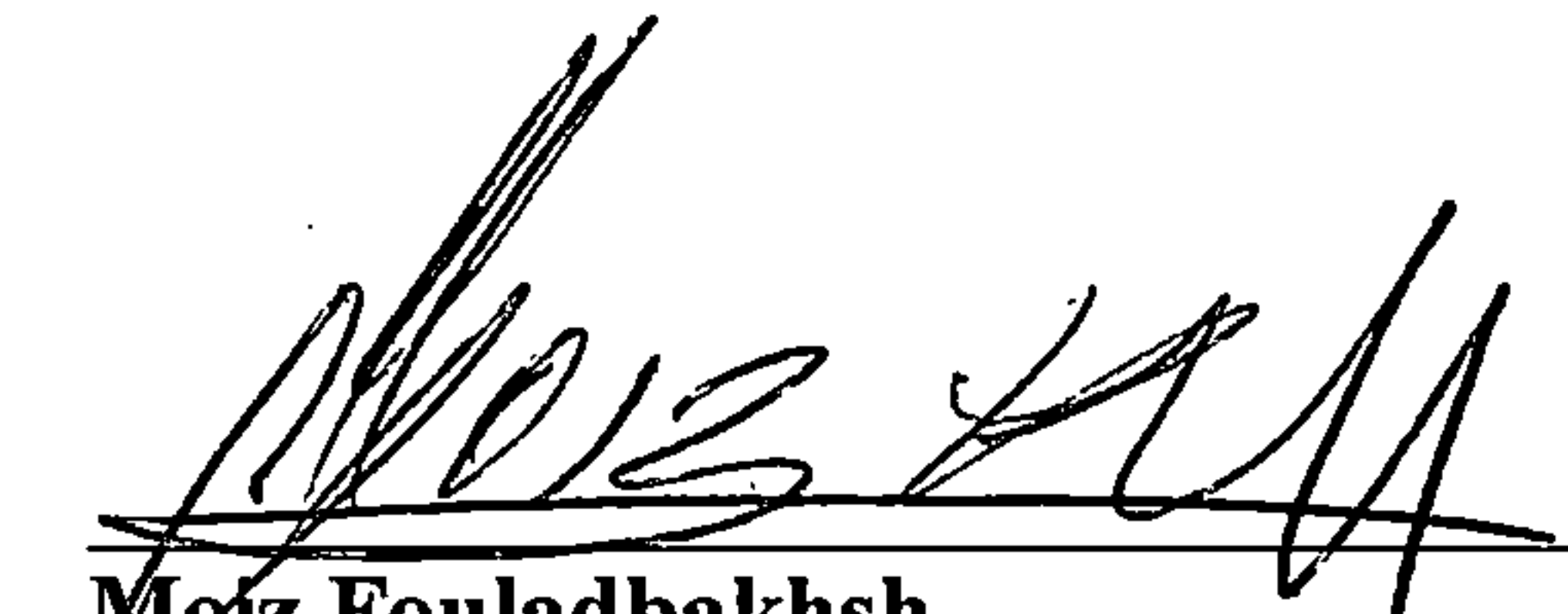
Notary Public

[AFFIX SEAL]

My commission expires: 7/10/22

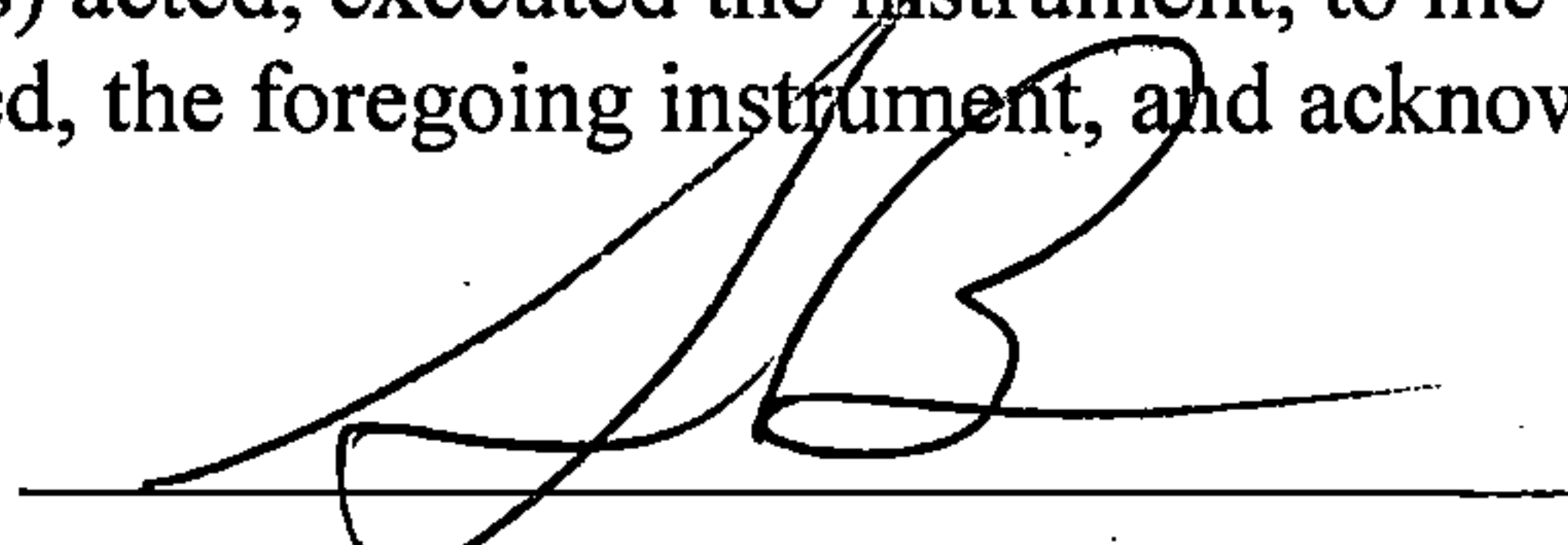



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Shelby Cnty Judge of Probate, AL
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Moiz Fouladbakhsh
(as Borrower and Guarantor)

STATE OF Alabama)
) ss.:
COUNTY OF Shelby)

On June 27, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Moiz Fouladbakhsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.


Notary Public


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Shelby Cnty Judge of Probate, AL
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CENTERSTATE BANK, N.A.

By: 

Name: Nathan Sasse

Its: Vice President

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Nathan Sasse whose name as Vice President of CenterState Bank, N.A., 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 Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 27 day of June, 2019.


Notary Public

[AFFIX SEAL]

My commission expires: 7/10/22



20190702000237010 7/18 \$66.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
LOAN AMOUNTS

<u>Loan:</u>	<u>Original Loan Amount:</u>
2008 Ivy Center Loan	\$2,500,000.00
Service Station Loan	\$1,280,000.00
Vacant Land Loan	\$600,000.00
2015 Baron Parcel 1 Loan	\$4,850,000.00
2017 Baron Parcel 1 Loan	\$300,000.00
2018 Baron Parcel 2 Loan	\$5,500,000.00
2019 Ivy Center Loan	\$520,000.00
2019 Baron Parcel 1 Loan	\$917,880.00
2019 Baron Parcel 2 Loan	\$431,100.00

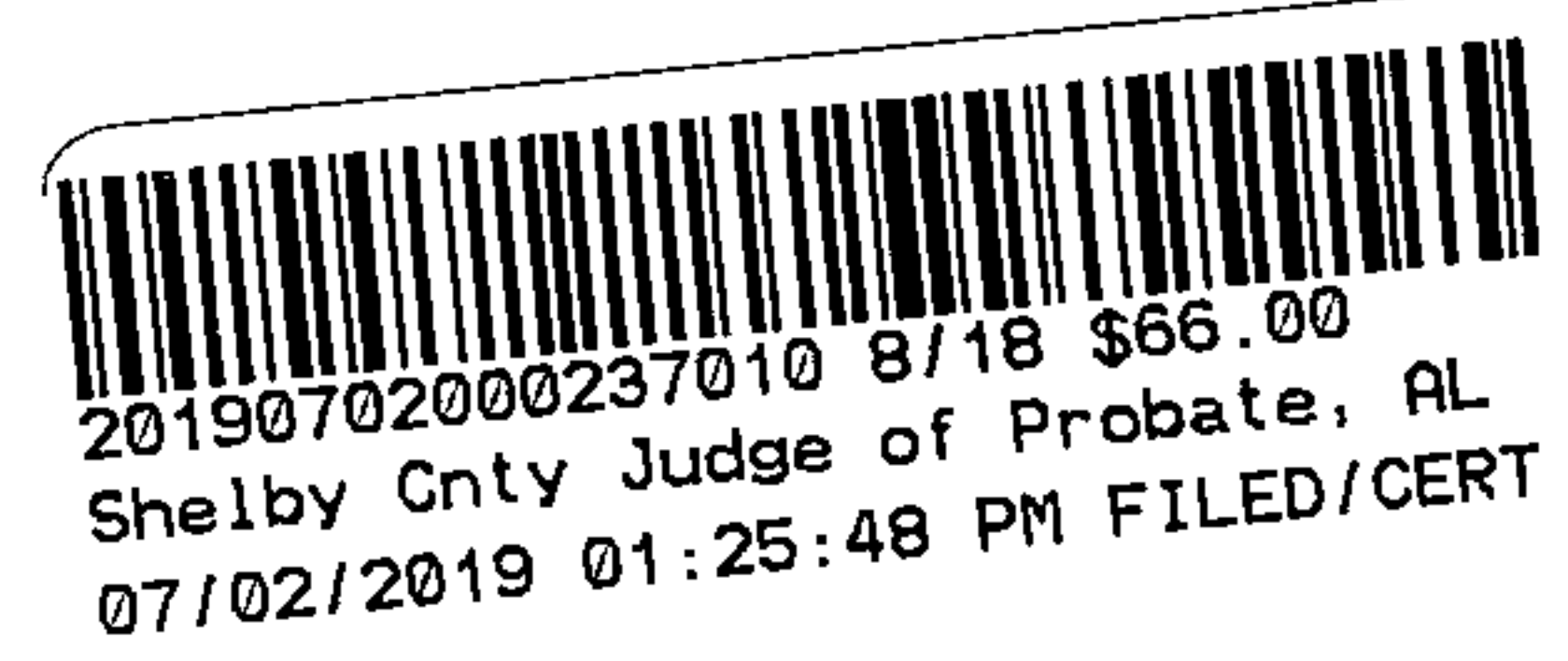


EXHIBIT "B"

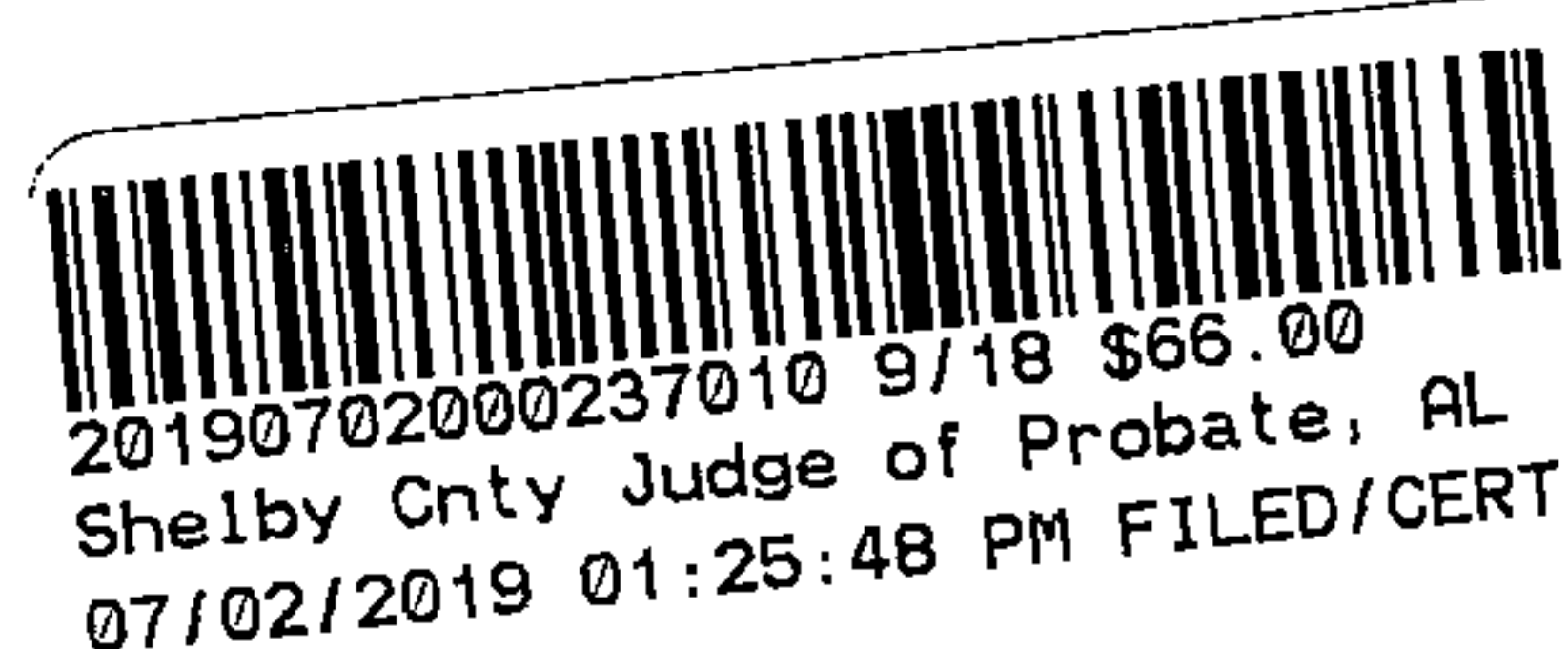
LOAN DOCUMENTS

2008 IVY CENTER LOAN - \$2,500,000.00

1. Credit Agreement dated August 3, 2003, Business Loan Agreement dated September 18, 2008, Amendment to Business Loan Agreement dated September 29, 2011, Loan Modification Agreement dated October 19, 2011;
 2. Promissory Note dated August 3, 2003;
 3. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20030815000537460;
 4. Assignment of Leases and Rents recorded in the Shelby County Probate records as instrument number 20030815000537470;
 5. UCC Financing Statement recorded in the Shelby County Probate records as instrument number 20030815000537480;
 6. Environmental Indemnity dated August 4, 2003;
 7. Promissory Note dated November 23, 2005;
 8. Mortgage recorded in the Shelby County Probate records as instrument number 20051220000656080;
 9. Assignment of Leases and Rents recorded in the Shelby County Probate records as instrument number 20051220000656090, as modified by Instrument No. 2011021000313810;
 10. Commercial Promissory Note – Amended, Restated and Consolidated dated October 19, 2011;
 11. Allonge dated July 2, 2012;
 12. Assignment of Loans dated July 2, 2012;
 13. Assignment of Mortgage and Absolute Assignment of Rents and Leases recorded in the Shelby County Probate records as instrument number 20120710000244050; and
- Any and all other documents evidencing, securing, or otherwise relating to the 2008 IVY CENTER LOAN

SERVICE STATION LOAN - \$1,280,000.00

1. Credit Agreement dated June 7, 2004 and Business Loan Agreement dated July 26, 2013;
2. Term Note dated June 7, 2003, extended by Letter Agreement and modified by Change in Terms Agreement dated September 29, 2011, as modified by Change in Terms Agreement dated July 26, 2013;
3. Mortgage recorded in the Shelby County Probate records as instrument number 20040608000306240;
4. Absolute Assignment of Leases and Rents recorded in the Shelby County Probate records as instrument number 20040608000306250;
5. UCC Financing Statement recorded in the Shelby County Probate records as instrument number 20040608000306260;
6. Environmental Indemnity dated June 7, 2004;
7. Allonge dated July 2, 2012;



8. Assignment of Mortgage and Absolute Assignment of Rents and Leases recorded in the Shelby County Probate records as instrument number 20120710000244050; and
Any and all other documents evidencing, securing, or otherwise relating to the SERVICE STATION LOAN

VACANT LAND LOAN - \$600,000.00

1. Master Note;
2. Future Advance Mortgage recorded in the Shelby County Probate records as instrument number 20041109000615380;
3. Business Loan Agreement dated November 9, 2007; Business Loan Agreement dated May 29, 2014;
4. Allonge dated July 2, 2012;
5. Assignment of Loans dated July 2, 2012;
6. Assignment of Mortgage and Absolute Assignment of Rents and Leases recorded in the Shelby County Probate records as instrument number 20120710000244070;
7. Reimbursement Agreement dated August 20, 2015;
8. Real Estate Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20150831000301940; and

Any and all other documents evidencing, securing, or otherwise relating to the VACANT LAND LOAN

2015 BARON PARCEL 1 LOAN - \$4,850,000.00

1. Construction and Term Loan Agreement dated November 20, 2015;
2. Loan Modification Agreement dated December 21, 2017;
3. Promissory Note dated November 20, 2015;
4. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20151125000407370;
5. Assignment of Leases and Rents recorded in the Shelby County Probate records as instrument number 20151125000407380;
6. UCC-1 Financing Statement recorded in the Shelby County Probate records as instrument number 20151125000407390;
7. Guaranty of Payment and Performance dated November 20, 2015, from Moiz Fouladbakhsh; and
8. Any and all other documents evidencing, securing, or otherwise relating to the 2015 BARON PARCEL 1 LOAN

2017 BARON PARCEL 1 LOAN - \$300,000.00

1. Business Loan Agreement dated December 21, 2017;
2. Promissory Note dated December 21, 2017;
3. Mortgage recorded in the Shelby County Probate records as instrument number 20180122000020960;
4. Commercial Guaranty dated December 21, 2017;
5. Any and all other documents evidencing, securing, or otherwise relating to the 2017 BARON PARCEL 1 LOAN

2018 BARON PARCEL 2 LOAN - \$5,500,000.00

14. Loan Agreement dated May 17, 2018;
15. Promissory Note dated May 17, 2018;
16. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20180521000174060;
17. Assignment of Leases and Rents recorded in the Shelby County Probate records as instrument number 20180521000174070;
18. Guaranty of Payment and Performance dated May 17, 2018, from Moiz Fouladbakhsh; and
19. Any and all other documents evidencing, securing, or otherwise relating to the 2018 BARON PARCEL 2 LOAN

2019 IVY CENTER LOAN - \$520,000.00

1. First Amendment to Loan Agreement dated of even date herewith;
 2. Promissory Note dated of even date herewith;
 3. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20190628000232480;
 4. Reaffirmation of Guaranty dated of even date herewith, from Moiz Fouladbakhsh; and
- Any and all other documents evidencing, securing, or otherwise relating to the 2019 IVY CENTER LOAN

2019 BARON PARCEL 1 LOAN - \$917,880.00

1. First Amendment to Loan Agreement dated of even date herewith;
 2. Promissory Note dated of even date herewith;
 3. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20190702000237020;
 4. Reaffirmation of Guaranty dated of even date herewith, from Moiz Fouladbakhsh; and
- Any and all other documents evidencing, securing, or otherwise relating to the 2019 BARON PARCEL 1 LOAN

2019 BARON PARCEL 2 LOAN - \$431,100.00

1. First Amendment to Loan Agreement dated of even date herewith;
 2. Promissory Note dated of even date herewith;
 3. Mortgage and Security Agreement recorded in the Shelby County Probate records as instrument number 20190702000236990;
 4. Reaffirmation of Guaranty dated of even date herewith, from Moiz Fouladbakhsh; and
- Any and all other documents evidencing, securing, or otherwise relating to the 2019 BARON PARCEL 2 LOAN

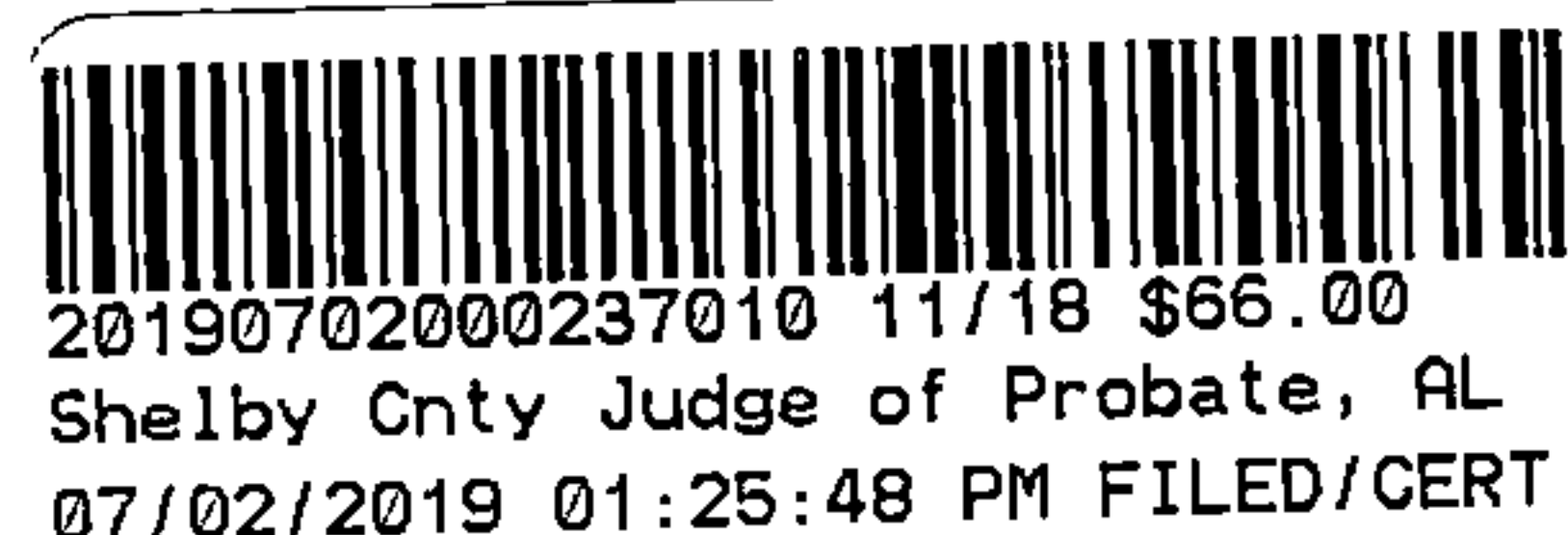


EXHIBIT "C"

LEGAL DESCRIPTION

BARON PARCEL 1

Parcel I:

A parcel of land situated in the Northeast one quarter of the Southeast one quarter of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 2" capped pipe, marking the Southeast corner of the Northeast one quarter of the Southeast one quarter of Section 20, Township 19 South, Range 2 West; thence run in a Westerly direction along the South line of said quarter section, a distance of 727.18 feet, to a found 1 1/2" solid pipe, said point marking the Point of Beginning of the parcel herein described; thence turn an exterior angle right 179 Degrees 04 Minutes 20 Seconds and run in a westerly direction along said south quarter line for a distance of 314.25 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence leaving said south line turn an interior angle to the left 90 Degrees 00 Minutes 00 Seconds and run in a northerly direction for a distance of 61.00 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an exterior angle to the right 270 Degrees 00 Minutes 00 Seconds and run in an easterly direction for a distance of 13.50 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an exterior angle to the right 90 Degrees 00 Minutes 00 Seconds and run in a northerly direction for a distance of 229.86 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an exterior angle to the right 135 Degrees 00 Minutes 00 Seconds and run in a northwesterly direction for a distance of 46.17 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an exterior angle to the right 109 Degrees 03 Minutes 02 Seconds and run in a southwesterly direction for a distance of 147.54 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 113 Degrees 36 Minutes 08 Seconds and run in a northwesterly direction for a distance of 66.15 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point lying on the south right of way of Valleydale Road, said point also being on a curve turning to the left having a radius of 5769.58 feet, a central angle of 2 Degrees 41 Minutes 25 Seconds, an interior angle to the left 88 Degrees 49 Minutes 33 Seconds to chord and a chord distance of 270.89 feet; thence run in a northeasterly direction along the arc of said curve and along said right of way for a distance of 270.91 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence leaving said right of way turn an interior angle to the left 86 Degrees 37 Minutes 22 Seconds from chord and run in a southeasterly direction for a distance of 178.70 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 225 Degrees 00 Minutes 00 Seconds and run in a easterly direction for a distance of 199.48 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point being on the west line of James Wood first sector as recorded in the office of Judge of Probate, Shelby County, Alabama, in Map Book 11, Page 108; thence turn an interior angle to the left 91 Degrees 36 Minutes 42 Seconds and run in a southerly direction along said west line for a distance of 378.15 feet to the Point of Beginning.

Parcel II:

TOGETHER WITH rights obtained, that constitute an interest in real estate, under that certain Reciprocal Easement Agreement executed by Baron Properties, LLC and joined in by National Bank of Commerce as mortgagee under mortgages recorded in Inst. # 20151125000407370 and Inst. # 20180122000020960, dated May 17, 2018, filed for record May 21, 2018 and recorded in Inst. # 20180521000173870, in the Probate Office of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "D"

LEGAL DESCRIPTION BARON PARCEL 2

PARCEL I:

A parcel of land situated in the Northeast one quarter of the Southeast one quarter of Section 20, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a found 2 inch capped pipe, marking the Southeast corner of the Northeast one quarter of the Southeast one quarter of Section 20, Township 19 South, Range 2 West; thence run in a Westerly direction along the South line of said quarter section, a distance of 727.18 feet, to a found 1 1/2 inch solid pipe; thence turn an exterior angle right 179 degrees 04 minutes 20 seconds and run in a Westerly direction along said South quarter line for a distance of 314.25 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point marking the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course a distance of 278.00 feet to a found 1 inch solid; thence leaving said South line turn an interior angle to the left 91 degrees 36 minutes 45 seconds and run in a Northerly direction for a distance of 215.80 feet to a set 5/8 inch capped rebar stamped CA-560-LS, said point lying on the Southeast right of way of Valleydale Road, said point also lying on a curve turning to the right having a radius of 5769.58 feet, a central angle of 01 degrees 10 minutes 50 seconds, interior angle to the left 134 degrees 49 minutes 46 seconds to chord and a chord distance of 118.88 feet; thence run in a Northeasterly direction along the arc of said curve and along said right of way for a distance of 118.88 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence leaving said right of way turn an interior angle to the left from chord 93 degrees 06 minutes 35 seconds from chord and run in a Southeasterly direction for a distance of 66.15 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an exterior angle to the right 113 degrees 36 minutes 08 seconds and run a Northeasterly direction for 147.54 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 109 degrees 03 minutes 02 seconds and run in a Southeasterly direction for 46.17 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 135 degrees 00 minutes 00 seconds and run in a Southerly direction for 229.86 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 90 degrees 00 minutes 00 seconds and run in a Westerly direction for 13.50 feet to a set 5/8 inch capped rebar stamped CA-560-LS; thence turn an interior angle to the left 270 degrees 00 minutes 00 seconds and run in a Southerly direction for 61.00 feet to the POINT OF BEGINNING.

PARCEL II:

TOGETHER WITH rights obtained, that constitute an interest in real estate, under that certain Reciprocal Easement Agreement executed by Baron Properties, LLC and joined in by National Bank of Commerce as mortgagee under mortgages recorded in Inst. # 20151125000407370 and Inst. # 20180122000020960, dated May 17, 2018, filed for record May 21, 2018, and recorded in Inst. # 20180521000173870, in the Probate Office of Shelby County, Alabama.



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EXHIBIT "E"

LEGAL DESCRIPTION IVY CENTER

Part of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, being more particularly described in two tracts as follows:

TRACT "A":

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West; thence North along the West line of said 1/4 – 1/4 section a distance of 581.81 feet to a point on the Southeasterly right of way line Valleydale Road; thence 57 degrees 30 minutes to the right and along the Southeasterly right of way line of Valleydale Road a distance of 393.94 feet to the point of beginning; thence continue along last described course a distance of 196.97 feet to a point; thence 122 degrees 28 minutes 30 seconds to the right and Southerly a distance of 260.77 feet to a point; thence 57 degrees 31 minutes 04 seconds to the right and Southwesterly a distance of 197.01 feet to a point; thence 122 degrees 28 minutes 56 seconds to the right and Northerly a distance of 260.80 feet to a point on the Southeasterly right of way line of Valleydale Road and the point of beginning.

TRACT "B":

Commence at the SW corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 West, and run in a Northerly direction along the West line of said 1/4 – 1/4 section a distance of 320.96 feet to a point; thence 57 degrees 30 minutes to the right in a Northeasterly direction a distance of 394.03 feet to the point of beginning; thence continuing along the last described course a distance of 197.01 feet to a point; thence 122 degrees 28 minutes 56 seconds to the right in a Southerly direction a distance of 220.00 feet to a point; thence 57 degrees 31 minutes 04 seconds to the right in a Southwesterly direction a distance of 197.01 feet to a point; thence 122 degrees 28 minutes 56 seconds to the right in a Northerly direction a distance of 220.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

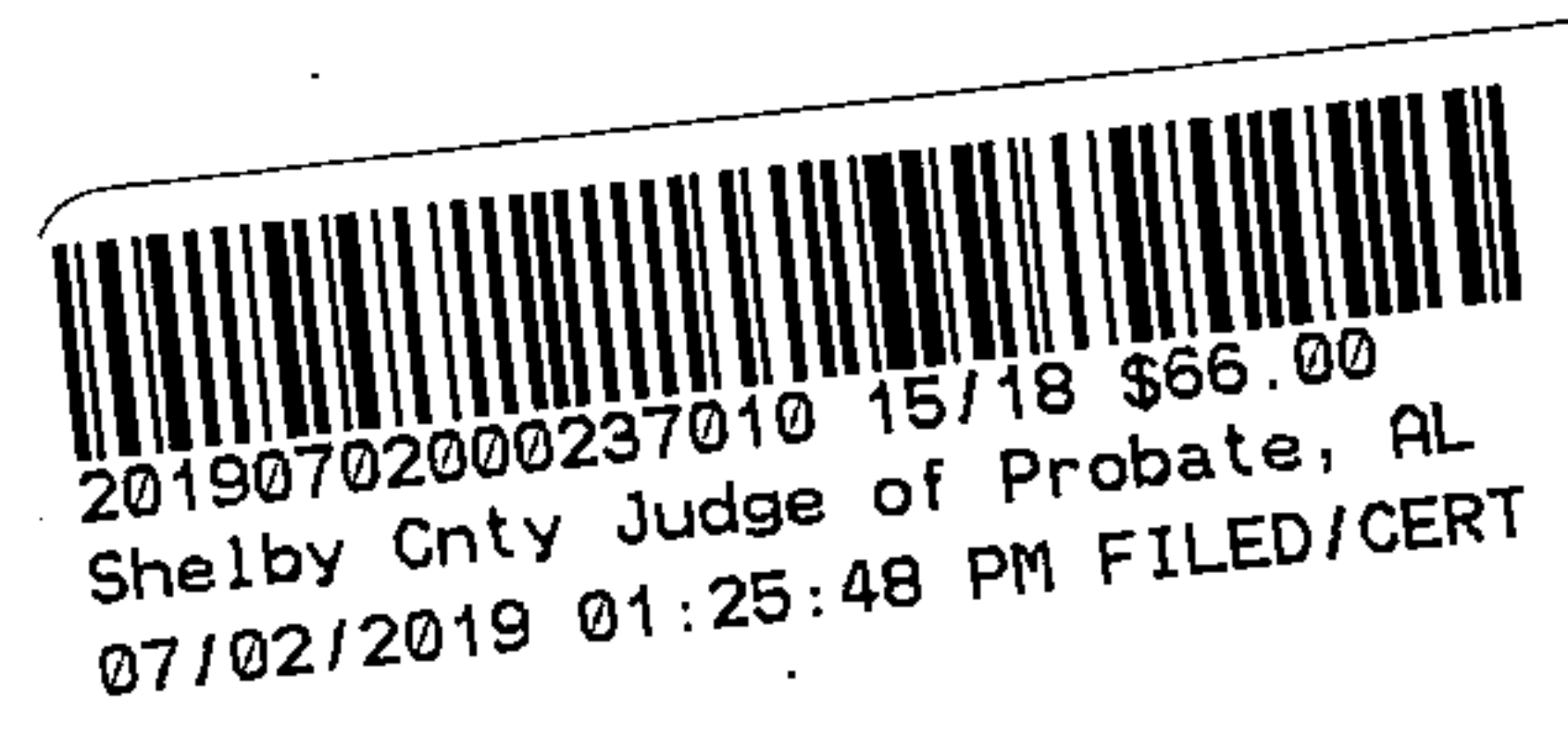


EXHIBIT "F"

**LEGAL DESCRIPTION
SERVICE STATION PROPERTY**

Lot A, Rice Addition to U.S. Highway 280, Alabama, as recorded in Map Book 23, page 55, in the Probate Office of Shelby County, Alabama.

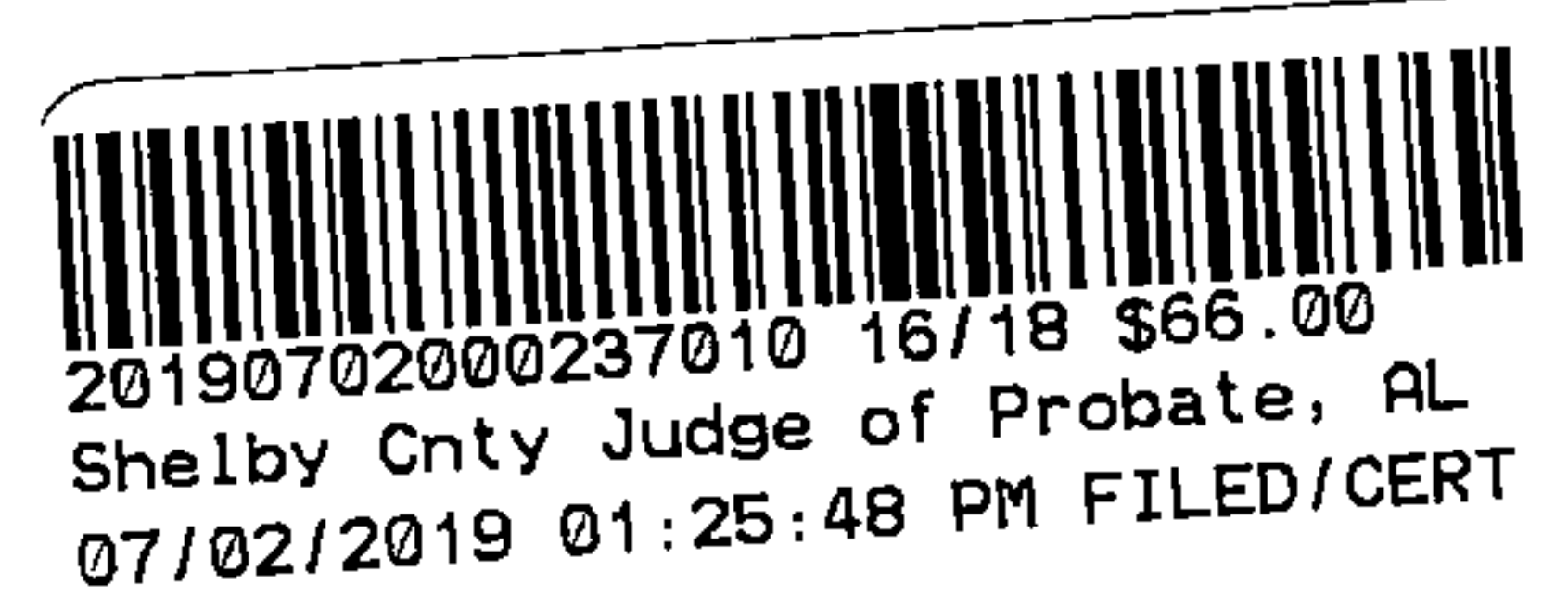


EXHIBIT "G"

LEGAL DESCRIPTION VACANT LAND PROPERTY

From the true Southwest corner of the SW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, run thence North along the West boundary of said SW 1/4 of SE 1/4, a distance of 598.26 feet to a point on the Northerly boundary of County Highway No. 47 (80' R.O.W.) ; thence turn 51 degrees 08 minutes 18 seconds right and run 407.69 feet along said Highway boundary to the point of beginning of herein described parcel of land; thence turn 60 degrees 59 minutes 27 seconds left and run 804.31 feet; thence turn 90 degrees 08 minutes 50 seconds right and run 586.0 feet; thence turn 90 degrees 08 minutes 50 seconds left and run 199.94 feet to a point on the Southerly boundary of U.S. Highway 280; thence turn 118 degrees 54 minutes 25 seconds right and run 239.96 feet along said Highway boundary; thence turn 28 degrees 23 minutes 21 seconds left and run 99.90 feet along said Highway boundary; thence turn 43 degrees 26 minutes 46 seconds right and run 128.39 feet along said Highway boundary; thence turn 74 degrees 01 minutes 07 seconds right and run 158.30 feet along said Highway boundary to a point on the Northerly boundary of County Highway 47; thence turn 19 degrees 37 minutes 42 seconds right and run 266.0 feet along said County Highway 47 boundary and the following courses; 02 degrees 22 minutes 17 seconds right for 163.98 feet; 02 degrees 47 minutes 31 seconds right for 175.57 feet; 05 degrees 02 minutes 19 seconds right for 239.25 feet; thence turn 03 degrees 10 minutes 41 seconds right and run 285.59 feet along said Highway boundary to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama.

Together with that certain non-exclusive easement for ingress and egress for pedestrian and vehicular traffic to and from subject property described hereinabove, as set out in Inst. No. 1999-03820 in the Probate Office of Shelby County, Alabama.

Together with property conveyed from the State of Alabama in deed recorded in Instrument 20050727000375580 more particularly described as:

A part of NE 1/4 and NW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, Huntsville Meridian, identified as Tract No. 1 on Project No. F-214 (20) in Shelby County, Alabama and being more fully described as follows:

Commence at the SE corner of the NW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West;

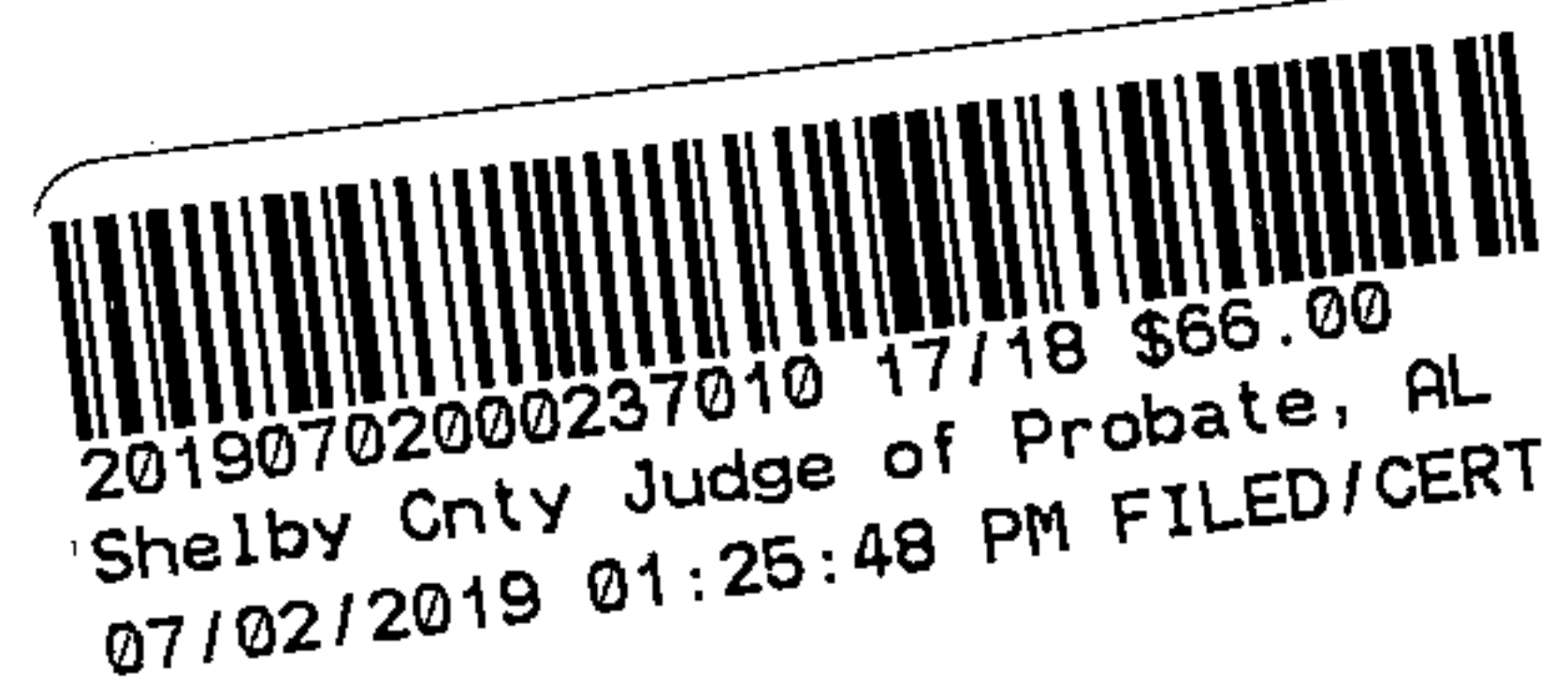
Thence north along the east line of said NW 1/4 of the SE 1/4 of Section 27, Township 19 South, Range 1 West, a distance of 335.0 feet, more or less, to the southeast right of way line of County Road 47;

Thence southwest along said southeast right of way line of County Road 47 a distance of 126.0 feet, more or less, to a point that is 80 feet southeast of and perpendicular to the northwest right of way line of County Road 47 at Station 26+50;

Thence northwest a distance of 80 feet, more or less, to said point on the northwest right of way line of County Road 47 at Station 26+50 and the Point of Beginning;

Thence northeast along the existing right of way line of US-280 a distance of 158.3 feet, more or less, to a point that is 90 feet northwest of and perpendicular to the centerline of County Road 47 at station 25+00;

Thence northwest along the existing right of way line a distance of 128.4 feet, more or less, to a point



that is 265 feet southeast of and perpendicular to the centerline of US-280 at Station 525+00;
Thence southwest along the existing right of way line a distance of 99.9 feet, more or less, to a point
that is 265 feet southeast of and perpendicular to the centerline of US-280 at Station 524+00;
Thence northwest along the existing right of way line a distance of 239.9 feet, more or less, to a point
that is 150 feet southeast of and perpendicular to the centerline of US-280 at station 522+00;
Thence northeast along a line that is parallel to and 150 feet southeast of the centerline of US-280 a
distance of 443.0 feet to a point that is 150 feet southeast of and perpendicular to the centerline of US-
280;
Thence southeast 43 degrees 49 minutes 41 seconds and run a distance of 162.2 feet, more or less, to the
existing northwest right of way line of County Road 47;
Thence southwest along said right of way line a distance of 328.2 feet, more or less, to the Point of
Beginning.



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Shelby Cnty Judge of Probate, AL
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