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THIS INSTRUMENT WAS PREPARED  
BY, AND UPON RECORDING SHOULD  
BE RETURNED TO:

Andrea L. Weed, Esq.  
Burr & Forman LLP  
420 North 20th Street  
Suite 3400  
Birmingham, Alabama 35203

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STATE OF ALABAMA )

COUNTY OF SHELBY )

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT  
AND FIXTURE FILING**

**THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "**Mortgage**"), made effective as of the 15th day of October, 2018, is from **HEATHERWOOD HILLS COUNTRY CLUB, LLC**, an Alabama limited liability company, as mortgagor, whose address is 400 St. Anne's Drive, Birmingham, Alabama, 35244, Attention: General Manager ("**Mortgagor**"), in favor of Jim Sartain and Bart Rice, as co-Agents under the Credit Agreement (as hereinafter defined) for their respective benefit and the benefit of all other Lenders (as hereinafter defined), having an address c/o Terry Sides, Hale Sides, LLC at 600 Financial Center, 505 20<sup>th</sup> St. North, Birmingham, Alabama 35203 (hereinafter, "**Mortgagee**").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the terms of that certain Credit Agreement of even date herewith between Mortgagor and Lenders (as the same may hereafter be amended, the "**Credit Agreement**") (*capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement*) and the Notes, Mortgagor is justly indebted to Lenders, in accordance with their respective Pro Rata Shares, in the maximum principal sum of up to Six Hundred Thousand Five Hundred and No/100 Dollars (\$650,000.00).

**NOW, THEREFORE**, the undersigned, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, including future advances up to such principal sum, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions, and agreements as set forth in the Credit Agreement, the Notes and any other documents executed by Mortgagor in favor of Lenders or

**THIS MORTGAGE, SERVES AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 7-9A-502(c), CODE OF ALABAMA, 1975, AS AMENDED.**

Mortgagee in connection therewith (being collectively referred to herein as the “**Loan Documents**”), has bargained and sold and does hereby grant, bargain, sell, convey, alien, warrant, assign, mortgage, transfer, pledge and set over to Mortgagee, for its benefit and the benefit of Lenders, and their respective successors and assigns forever, with power of sale and right of entry and possession, and grants to Mortgagee, for its benefit and the benefit of Lenders and their respective successors and assigns, a security interest in and to all of Mortgagor’s right, title and interest in and to the following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (including the UCC Collateral, as hereinafter defined), to-wit:

(a) all real property located in Shelby County, Alabama, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (all of the foregoing, together with any additional such property hereafter acquired by Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted is hereinafter sometimes referred to as the “**Mortgaged Property**”). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

**TO HAVE AND TO HOLD** the Mortgaged Property and all parts thereof unto Mortgagee, for its benefit and the benefit of Lenders, and their respective successors and assigns forever, subject however to the terms and conditions herein:

**PROVIDED, HOWEVER**, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Lenders and Mortgagee the principal and interest and other indebtedness (including future advances) payable in respect to the Notes, this Mortgage, and the other Loan Documents at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and shall keep, perform, and observe all and singular the covenants and promises in the Notes, this Mortgage, and the other Loan Documents expressed to be kept, performed, and observed by and on the part of Mortgagor (collectively, the “**Loan Obligations**”), all without fraud or delay, then this Mortgage, and all the



properties, interests, and rights hereby granted, bargained, and sold shall cease, terminate, and be void, but shall otherwise remain in full force and effect.

AND Mortgagor covenants and agrees with Mortgagee and represents and warrants unto Mortgagee as follows:

## ARTICLE 1

1.1 **Performance of Notes and this Mortgage.** This Mortgage shall secure payment of the Notes and the payment and performance of all of Mortgagor's obligations under the Loan Documents. Mortgagor will perform, observe and comply with all provisions hereof, of the Notes and of each of the other Loan Documents, and duly and punctually will pay to Lenders the sum of money expressed in the Notes with interest thereon and all other sums required to be paid by Mortgagor to Lenders or Agents pursuant to the provisions of this Mortgage or the other Loan Documents, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

1.2 **Warranty of Title.** Mortgagor is lawfully seized of an indefeasible estate in fee simple in the Mortgaged Property and has good and absolute title to all existing personal property hereby mortgaged including the UCC Collateral and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid. Except for those matters set forth on Exhibit B attached hereto (the "**Permitted Encumbrances**"), the Mortgaged Property and UCC Collateral is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto unto Lenders and Mortgagee and their respective successors and assigns, against the lawful claims of all persons whomsoever.

1.3 **Monthly Deposits.** Mortgagor shall, upon request of Mortgagee, deposit with Mortgagee, on the first (1st) day of each calendar month following Mortgagee's request therefor until the Loan Obligations are paid in full, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments and insurance premiums as estimated by Mortgagee to be sufficient to pay such charges; said deposits to be held and to be used by Mortgagee to pay current taxes and assessments, insurance premiums and other charges on the Mortgaged Property as the same accrue and are payable. Payment from said sums for said purposes shall be made by Mortgagee at its discretion and may be made even though such payments will benefit subsequent owners of the Mortgaged Property. Said deposits shall not be, nor be deemed to be, trust funds, but may be, to the extent permitted by applicable law, commingled with the general funds of Mortgagee. Upon Mortgagor's request, Mortgagee agree to deposit such funds in an interest bearing account, and to pay such interest to Mortgagor (but not more than quarterly). If said deposits are insufficient to pay the taxes and assessments, insurance premiums and other charges in full as the same become payable, Mortgagor will deposit with Mortgagee such additional sum or sums as may be required in order for Mortgagee to pay such taxes and assessments, insurance premiums and other charges in full. Upon the continuance of Event of Default beyond any applicable cure period, Mortgagee may, at its option, apply any money in the fund relating from said deposits to the payment of the Loan Obligations in accordance with the terms of the Credit Agreement.

#### 1.4 Taxes, Liens and Other Charges.

(a) Mortgagor shall pay, on or before the delinquency date thereof, all taxes, levies, license fees, permit fees and all other charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon the Mortgaged Property, or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments and other fees and charges as may be required by law. Mortgagor shall have the right before they become delinquent to contest or object to the amount or validity of any such tax, assessment, fee or charge by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such tax, assessment, fee or charge at the time and in the manner provided herein, unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object, and unless (i) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such tax, assessment, fee or charge prior to final determination of such proceedings; and (ii) if required by Mortgagee, Mortgagor shall furnish a good and sufficient bond or surety in an amount sufficient, as determined by Lenders in its sole discretion, to fully pay the contested amount, with penalties, interest and other charges if Mortgagor should be unsuccessful in such contest; and (iii) Mortgagor shall diligently pursue such contest.

(b) Other than income taxes of Mortgagee and/or Lenders (for which Mortgagor shall have no liability), Mortgagor shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Notes, the Loan Agreement, this Mortgage or any other Loan Documents.

(c) Mortgagor shall pay, on or before the due date thereof, all premiums on policies of insurance covering, affecting or relating to the Mortgaged Property, and all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property, or which may become a charge or lien against the Mortgaged Property for gas, electricity, water and sewer services and the like furnished to the Mortgaged Property, and all other public or private assessments or charges of a similar nature affecting the Mortgaged Property or any portion thereof, whether or not the nonpayment of same may result in a lien thereon. Mortgagor shall submit to Mortgagee such evidence of the due and punctual payment of all such premiums, rentals and other sums as Mortgagee may require.

(d) Mortgagor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to be created or remain outstanding against the Mortgaged Property; provided, however, that Mortgagor may contest any such lien in good faith by appropriate legal proceedings provided the lien is bonded off and removed as an encumbrance upon the Mortgaged Property subject to Mortgagee's approval. Mortgagee have not consented and will not consent to the performance of any work or the furnishing of any materials which might be deemed to create a lien or liens superior to the lien hereof.



(e) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Mortgagee or Lenders, Mortgagor will pay any such tax on or before the due date thereof. If Mortgagor fails to make such prompt payment or if, in the opinion of Mortgagee or Lenders, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Mortgagee or Lenders if Mortgagor makes such payment or if, in the opinion of Mortgagee or Lenders, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Loan Obligations shall, at the option of Mortgagee and Lenders, become due and payable within one hundred twenty (120) days.

(f) Mortgagor hereby indemnifies and holds Lenders and Mortgagee harmless from any sales or use tax that may be imposed on Lenders or Mortgagee by virtue of Lenders' loans to Mortgagor, upon written notice from Lenders and Mortgagee to Mortgagor.

1.5 **Insurance.** Mortgagor shall insure the Mortgaged Property against loss or damage by fire and such other risks as Mortgagee shall from time to time reasonably require. Mortgagor shall carry commercial general liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee, as agent for the benefit of Lenders, as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

1.6 **Condemnation.** If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any material damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently and which substantially impairs the use and/or value of the Mortgage Property, the entire Loan Obligations secured hereby shall, at the option of Mortgagee, become due and payable on the earlier to occur of (i) the actual payment of condemnation or insurance proceeds to Mortgagor, or (ii) one hundred twenty (120) days following such damage or condemnation. Mortgagor, immediately upon obtaining knowledge of any institution, or any proposed, contemplated or threatened institution of any action or proceeding for the taking through condemnation of the Mortgaged Property or any part thereof, will notify Mortgagee, and Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, through counsel selected by Mortgagee, in its own or in Mortgagor's name, any action or proceeding relating to any condemnation. Mortgagor may compromise or settle any claim for compensation so long as no Event of Default exists and any compromise or settlement results in a payment to Mortgagee and Lenders of not less than the entire Loan Obligations. If an Event of

Default exists, Mortgagee shall have the sole and exclusive right to compromise or settle any claim for compensation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Mortgagee for its benefit and the benefit of Lenders, and Mortgagee is authorized, at its option, to collect and receive all such compensation, awards or damages and to give proper receipts and acquittances therefor without any obligation to question the amount of any such compensation, awards or damages. After deducting from said condemnation proceeds all of its reasonable expenses incurred in the collection and administration of such sums, including reasonable attorneys' fees, Mortgagee may release any moneys so received by them for the repair or restoration of the Mortgaged Property taken, or may apply the same to the Loan Obligations (in full or in part) in accordance with the terms of the Loan Documents, whether or not then due, and without affecting this Mortgage as security for any remaining Loan Obligations, and any balance of such moneys (if any) shall be paid to Mortgagor. If a nonmaterial part of the Mortgaged Property shall be physically damaged through condemnation, Mortgagor will restore promptly, repair or alter the remaining property consistent with plans and specifications therefor approved by Mortgagee in its sole, but reasonable discretion, subject to any limitations of any governmental authority having jurisdiction, but with such material changes as may be approved by Mortgagee. Notwithstanding the foregoing, provided that (x) no Event of Default exists, (y) the damage or taking of the Mortgaged Property through condemnation is not material, and (z) the Mortgaged Property, once repaired and restored after such nonmaterial damage or taking through condemnation, is capable of producing income sufficient to service the Loan Obligations, as they may have been reduced in connection with the condemnation and in accordance with the provisions hereof, as supported by satisfactory evidence submitted by Mortgagor to Mortgagee, Mortgagor shall be able to use the net condemnation proceeds for the repair or restoration of the Mortgaged Property.

#### 1.7 **Care of the Mortgaged Property.**

(a) Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor will give immediate written notice thereof to Mortgagee and Mortgagor will restore the Mortgaged Property promptly and in a manner consistent in all material respects and the to the equivalent of its original condition, time being of the essence.

(c) Mortgagee is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

(d) Mortgagor will comply promptly with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof, including, without limitation, all laws, ordinances, rules and regulations relating to zoning, building codes, set back requirements and environmental matters, and with all present and future restrictive covenants affecting the Mortgaged Property.



(e) Without the prior written consent of Lenders, Mortgagor will not grant, bargain, sell or convey all or any portion of or interest in the Mortgaged Property.

1.8 **Further Assurances; After Acquired Property.** At any time, and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee (i) to perfect and protect the liens and security interests created or purported to be created hereby; (ii) to enable Mortgagee to exercise and enforce the rights and remedies hereunder in respect of the Mortgaged Property and the UCC Collateral; or (iii) to effect otherwise the purposes of this Mortgage, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Mortgagee may request in order to perfect and preserve the security interests created by this Mortgage as a first and prior security interest upon and security title in and to all of the UCC Collateral and Mortgaged Property, whether now owned or hereafter acquired by Mortgagor; and (B) furnishing to Mortgagee from time to time statements and schedules further identifying and describing the UCC Collateral and Mortgaged Property and such other reports in connection with the UCC Collateral and Mortgaged Property as Mortgagee may reasonably request, all in reasonable detail. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record and/or refile any and all such financing statements, continuation statements, or amendments thereto, certificates, and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee, and/or either of them, as agent and attorney-in-fact of Mortgagor so to do. The lien of this Mortgage will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

1.9 **Indemnity; Expenses.** Mortgagor will pay or reimburse Mortgagee and Lenders for all reasonable attorney's fees, costs and expenses incurred by Mortgagee or Lenders in any suit, action, legal proceeding or dispute of any kind in which Mortgagee or Lenders are made a party or appears as party plaintiff or defendant, affecting the Loan Obligations, this Mortgage or the interest created herein, or the Mortgaged Property or UCC Collateral, or any appeal thereof, including, but not limited to, any foreclosure action, any condemnation action involving the Mortgaged Property or any action to protect the security hereof, any action related to a Release or other violation of Applicable Environmental Laws (as defined herein), and any bankruptcy or other insolvency proceeding commenced by or against Mortgagor, any lessee of the Mortgaged Property (or any part thereof), or any guarantor of any of the Loan Obligations, and any such amounts shall be added to the Loan Obligations and shall be secured by this Mortgage. Mortgagor will indemnify and hold Mortgagee and Lenders harmless from and against all claims, damages, and expenses, including reasonable attorney's fees and court costs, resulting from any action by a third party against Mortgagee or Lenders relating to this Mortgage or the interest created herein, or the Mortgaged Property or UCC Collateral, including, but not limited to, any action or proceeding claiming loss, damage or injury to person or property, or any action or proceeding claiming a violation of any national, state or local law, rule or regulation, including Applicable Environmental Laws (as hereinafter defined), provided Mortgagor shall not be required to indemnify Mortgagee or Lenders for matters directly and solely caused by Mortgagee's or Lenders' respective misconduct or negligence. Mortgagor acknowledges that it has undertaken the obligation to pay all mortgage recording taxes now or hereafter due in connection with the Loan Obligations and

the Loan Documents, and Mortgagor agrees to indemnify and hold Mortgagee and Lenders harmless from any mortgage recording taxes, and any interest or penalties, which Mortgagee or Lenders may hereafter be required to pay in connection with the Loan Obligations or Loan Documents. The agreements of this Section shall expressly survive satisfaction of this Mortgage and repayment of the Loan Obligations.

1.10 **Performance by Mortgagee of Defaults by Mortgagor.** If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any covenant, condition or term of this Mortgage, then Mortgagee, at its option, may perform or observe the same, and all payments made for costs or expenses incurred by Mortgagee in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Default Rate specified in the Notes. Mortgagee shall exercise its reasonable judgment in determining the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Mortgagee is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

1.11 **Estoppel Affidavits.** Mortgagee shall be entitled to submit a written statement to Mortgagor setting forth the unpaid principal balance of the Loan Obligations, accrued and unpaid interest thereon, any other Loan Obligations then due and Mortgagor shall, within ten (10) days after receipt of such statement, confirm in a written statement, duly acknowledged, that based on its records and current knowledge after due diligence, the matters set forth in such statement are accurate in all material respects, or, in the event of any material inaccuracy, the specific nature and amount of any such inaccuracy. Any such confirmation shall also state whether or not to its knowledge any off-sets or defenses exist against the Loan Obligations, or any portion thereof, and, if such off-sets or defenses exist, stating in detail the specific facts relating to each such off-set or defense.

1.12 **Future Advances.** This Mortgage shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of Lenders pursuant to the terms of the Credit Agreement, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the original principal amount of the Notes, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender, or otherwise, may be made either prior to or after the due date of the Notes or any other notes and shall be secured by this Mortgage.

1.13 **Compliance with Applicable Environmental Laws.**



(a) As used herein, the term “**Applicable Environmental Laws**” shall be defined as any local, state, federal or other governmental authority, statute, ordinance, code, order, decree, law, rule or regulation pertaining to or imposing liability or standards of conduct concerning the protection of human health, environmental regulation, contamination or clean-up including, without limitation, the following, as now existing or hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq. (“**CERCLA**”); the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq.; Safe Drinking Water Act (21 U.S.C. §394, 42 U.S.C. §§201, 300f) Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq. Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§11001 et seq., Occupational Safety and Health Act, 29 U.S.C. §§651 et seq., Pollution Prevention Act, 42 U.S.C. §§13101 et seq., Oil Pollution Act §§33 U.S.C., §§2701 et seq., or any other similar federal, state or local law, statute, ordinance, rule or regulation of similar effect. As used herein, the terms “**Hazardous Substance**” and “**Release**” shall have the meanings specified for said terms in CERCLA; provided however, that in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broadened meaning shall apply subsequent to the effective date of such amendment; and provided further, that to the extent that the laws of the State of Alabama establish a meaning for “Hazardous Substance” or “Release” which is broader than that specified in CERCLA, such broader meaning shall apply; and provided further, that “Hazardous Substance” shall also be defined to include oil, petroleum products, extremely flammable substances, explosives, and radioactive materials, and “Release” shall also be defined to include any disturbance or Release of asbestos which would call for abatement or removal procedures under any Applicable Environmental Law.

(b) Mortgagor shall comply with all Applicable Environmental Laws and shall not suffer, allow, permit, or cause the generation, accumulation, storage, or possession on the Mortgaged Property, or the Release, or threat of Release from the Mortgaged Property of Hazardous Substances; provided, however, the foregoing prohibition shall not be applicable to normal and reasonable amounts of cleaning, petroleum products, pest control, and other supplies necessary for normal operation and maintenance of the Mortgaged Property, so long as such materials are used, stored and/or disposed of in compliance with all Applicable Environmental Laws.

(c) Mortgagor shall notify Mortgagee immediately upon learning: (i) that any covenant described in this section has been violated; (ii) that there has been a Release, discharge, or disposal of any Hazardous Substance on a part of the Mortgaged Property; or (iii) that the Mortgaged Property or improvements thereto are subject to any third-party claim or action, or threat thereof, because of any environmental condition at the Mortgaged Property or arising in connection with the operation or use of the Mortgaged Property. Mortgagor shall promptly provide Mortgagee with copies of all correspondence to or from third parties regarding such claims or actions or regarding environmental conditions in or originating from the Mortgaged Property.

(d) In the event of a Release of any Hazardous Substance on, in or from the Mortgaged Property, Mortgagor shall immediately cause complete remediation of such Release and restore the Mortgaged Property to the condition that existed on the date Mortgagor first took

possession of the Mortgaged Property. Mortgagee shall have the right, but not the obligation, to enter the Mortgaged Property and remediate any environmental condition on the Mortgaged Property to comply with all Applicable Environmental Laws at Mortgagor's expense.

## ARTICLE 2      ASSIGNMENT OF LEASES AND RENTS

2.1    Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee, for its benefit and the benefit of Lenders, all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Mortgaged Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "**Lease**" and collectively, the "**Leases**"), together with any and all other rents, issues and profits of the Mortgaged Property (collectively, "**Rents**"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Mortgaged Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Mortgaged Property or any part thereof, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Mortgaged Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

2.2    Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a)    At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b)    At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.



(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the Default Rate, and the same, at Mortgagee's option, may be added to any Loan Obligation and shall be secured hereby.

(e) License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence and during the continuance of any Event of Default beyond any applicable cure period. Upon the continuance of any Event of Default beyond the expiration of any such cure period, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Mortgaged Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Mortgaged Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Mortgaged Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

### ARTICLE 3 SECURITY AGREEMENT, FIXTURE FILING

3.1 Security Interest. Mortgagor hereby grants and assigns to Mortgagee, for its benefit and the benefit of Lenders, a security interest, to secure payment and performance of all of the Loan Obligations, in all of the following described personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the "UCC Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Mortgaged Property; together with all Rents, other payments and security deposits derived from the Mortgaged Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights,

licenses, agreements, general intangibles, payment intangibles, software, chatter paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Mortgaged Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Mortgaged Property; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Mortgaged Property; all advance payments of insurance premiums made by Mortgagor with respect to the Mortgaged Property; all plans, drawings and specifications relating to the Mortgaged Property; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

3.2 Fixtures; Fixture Filing. As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Mortgage constitutes a fixture filing under the Alabama Uniform Commercial Code, as amended or recodified from time to time ("UCC").

3.3 Rights of Mortgagee. Upon the occurrence of an Event of Default beyond any applicable cure period, Mortgagee shall have all the rights of a "Secured Party" under the UCC, subject to Article VIII of the Credit Agreement. In addition to such rights, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the UCC Collateral or any rights or interests of Mortgagee therein; (c) inspect the UCC Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the UCC Collateral. Mortgagee may: (i) upon written notice, require Mortgagor to assemble any or all of the UCC Collateral and make it available to Mortgagee at a place designated by Mortgagee; (ii) without prior notice, enter upon the Property or other place where any of the UCC Collateral may be located and take possession of, collect, sell and dispose of any or all of the UCC Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's expense; and/or (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the UCC Collateral and bid and become the purchaser at any such sales. Notwithstanding the above, in no event shall Mortgagee be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagee shall make an express written election of said remedy under the UCC or other applicable law.

Mortgagor acknowledges and agrees that a disposition of the UCC Collateral in accordance with Mortgagee's rights and remedies as heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice. Mortgagor further agrees that any sale or other disposition of all or any portion of the UCC Collateral may be applied by Mortgagee first to the reasonable expenses in connection



therewith, including reasonable attorneys' fees and disbursements, and then to the payment of the Loan Obligations.

3.4 Financing Statements. Mortgagor hereby authorizes Mortgagee to file financing statements, continuation statements and financing statement amendments in such form as Mortgagee may require to perfect or continue the perfection of this Security Interest, and Mortgagor agrees, if Mortgagee so requests, to execute and deliver to Mortgagee such financing statements, continuation statements and amendments. The terms "sign," "signed" and "signatures" shall have their ordinary meanings except that, to the limited extent Mortgagee in an authenticated record expressly agrees otherwise from time to time in the exercise of its sole and absolute discretion, the terms may also include other methods used to authenticate. Without implying any limitation on the foregoing, with respect to the UCC Collateral that may be perfected by control, Mortgagor shall take such steps as Mortgagee may require in order that Mortgagee may have such control. To the extent that the proceeds of any of the accounts are expected to become subject to the control of, or in the possession of, a party other than Mortgagor or Mortgagee, Mortgagor shall cause all such parties to execute and deliver on the date of this Mortgage and from time to time hereafter security documents, financing statements or other documents as requested by Mortgagee and as may be necessary to evidence and/or perfect the security interest of Mortgagee in those proceeds. Mortgagor agrees that a copy of a fully executed security agreement and/or financing statement shall be sufficient to satisfy for all purposes the requirements of a financing statement as set forth in Article 9 of the UCC.

#### ARTICLE 4 DEFAULT; REMEDIES

4.1 Event of Default. The term Event of Default, wherever used in this Mortgage, shall have the meaning ascribed to such term in the Loan Agreement.

4.2 Remedies. If an Event of Default shall have occurred and be continuing beyond any applicable cure period, Mortgagee may pursue any or all of the following remedies:

(a) Acceleration of Maturity. The entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of Mortgagee, become due and payable upon notice (unless Mortgagee shall be prohibited from giving such notice under bankruptcy or other applicable law in which case no notice or demand shall be required) time being of the essence; and any omission on the part of Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

(b) Right of Mortgagee to Enter and Take Possession.

(i) Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession, and if and to the extent permitted by law, Mortgagee may enter and take possession, of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom.

(ii) Upon every such entering upon or taking of possession, Mortgagee may hold, store, use, operate, manage, and control the Mortgaged Property and the UCC Collateral and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and

improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) insure or keep the Mortgaged Property and/or UCC Collateral insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor in Mortgagor's name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee from time to time may determine to be to its best advantage; and Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking, holding, managing, and operating the Mortgaged Property and/or UCC Collateral (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments, and other charges prior to the lien of this Mortgage as Mortgagee may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses, and disbursements of the attorneys and agents of Mortgagee; shall apply the remainder of the moneys so received by Mortgagee in accordance with the terms of the Credit Agreement.

(iii) Whenever all of the Loan Obligations shall have been paid and all Events of Default cured, Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

(c) Receiver.

(i) Mortgagee, upon application to a court of competent jurisdiction, shall be entitled (to the extent allowed by law), without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.

(ii) Mortgagor will pay to Mortgagee upon demand all expenses, including receiver's fees, reasonable attorneys' fees and costs, and agent's compensation, incurred pursuant to the provisions contained in this Section; and all such expenses shall be secured by this Mortgage.

(d) Mortgagee's Power of Enforcement. Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Notes or the performance of any term thereof or any other right, (b) to foreclose this Mortgage pursuant to the power of sale granted herein and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by applicable law, and (c) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.



(e) Mortgagee's Option on Foreclosure. At the option of Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event reasonable attorneys' fees shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercise its option to foreclose the mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose its rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Mortgagee to collect the sum secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

(f) Purchase by Mortgagee. Upon any foreclosure sale or sale of all or any portion of the Mortgaged Property under the power herein granted, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Loan Obligations as a credit to the purchase price, in accordance with the terms of the Credit Agreement.

(g) Application of Foreclosure Proceeds. In the event of a foreclosure or other sale of all or any portion of the Mortgaged Property, the proceeds of such sale shall, to the extent allowed by law, be applied as follows:

(i) First, to the expenses of making the sale, including reasonable attorneys' fees for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(ii) Second, to the repayment of any money, with interest thereon at a rate equal to the Default Rate (as defined in the Notes), which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(iii) Third, to the payment and satisfaction of the Loan Obligations hereby secured with interest to date of sale, all in accordance with the terms of the Credit Agreement; and

(iv) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner.

(h) Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

(i) Waiver of Exemption. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

(j) Suits to Protect the Mortgaged Property. If (a) an Event of Default exists and is continuing or (b) Mortgagor fails or refuses to institute or maintain the same after notice from Mortgagee, Mortgagee shall have power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, for its benefit and the benefit of Lenders, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee, on behalf of Lenders.

(k) Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, including the Mortgaged Property, Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lenders and Mortgagee allowed in such proceedings for the entire amount due and payable by Mortgagor under the Loan Documents at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date, all in accordance with the terms of the Credit Agreement.

(l) Delay or Omission No Waiver. No delay or omission of Mortgagee, Lenders or of any subsequent holder of the Notes to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power, and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

(m) No Waiver of One Default to Affect Another, etc. No waiver of any default or Event of Default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies consequent thereon. If Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby (which shall require the prior written consent of Lenders); (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein; (d) releases any part of the Mortgaged Property or UCC Collateral from the lien and security interest of this Mortgage (which shall require the prior written consent of Lenders); (e) consents to the filing of any map, plat, or replat of the Mortgaged Property or consents to the granting of any easement thereon; or (f) makes or consents to any agreement subordinating the lien or charge hereof (which shall require the prior written consent of Lenders); any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Notes, this Mortgage or otherwise of Mortgagor or any subsequent purchaser of the Mortgaged Property, the UCC Collateral or any part thereof, or any maker, co-signer, endorser, surety, or guarantor; nor shall any such act or omission preclude Mortgagee from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Mortgagee and Lenders, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property or UCC Collateral, Mortgagee, at its option,



is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

(n) Discontinuance of Proceedings - Position of Parties Restored. In case Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their respective former positions and rights hereunder, and all rights, powers, and remedies of Mortgagee shall continue as if no such proceeding has been taken.

(o) Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

## **ARTICLE 5 MISCELLANEOUS**

5.1 Successors and Assigns Included in Parties. Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of its respective heirs, administrators, executors, successors, and assigns, whether so expressed or not.

5.2 Headings, etc. The headings of the articles, sections, paragraphs, and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

5.3 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage, in the Notes, or in the other Loan Documents shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein, in the Notes, and in the other Loan Documents shall in no way be affected, prejudiced, or disturbed thereby.

5.4 Notices. Any notice or other communication required or permitted to be given pursuant to this Mortgage shall be given and deemed received in accordance with the provisions for notice set forth in the Credit Agreement.

5.5 Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

5.6 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND AGENTS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (I)

ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATED TO THIS MORTGAGE OR (II) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF AGENTS AND BORROWER WITH RESPECT TO THIS MORTGAGE, THE LOAN DOCUMENTS, OR IN CONNECTION WITH THE TRANSACTIONS RELATED HERETO OR CONTEMPLATED HEREBY OR THE EXERCISE OF EITHER PARTY'S RIGHTS AND REMEDIES HEREUNDER, OR THE CONDUCT OF THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER AGREES THAT AGENTS MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED AGREEMENT OF BORROWER IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN BORROWER AND AGENTS SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.7 **Time of the Essence.** Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this Mortgage, the Notes and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Loan Obligations.

*[remainder of page intentionally left blank]*



IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed effective as of the day and year first above written.

HEATHERWOOD HILLS COUNTRY CLUB, LLC, an  
Alabama limited liability company

By: [Signature]

Print: JAMES K. SARTAIN

Its: PRESIDENT

STATE OF FLORIDA )

COUNTY OF Hillsborough )

I, the undersigned, hereby certify that JAMES K. SARTAIN, whose name as PRESIDENT of HEATHERWOOD HILLS COUNTRY CLUB, 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 the instrument, he executed the same voluntarily on the day the same bears date in \_\_\_\_\_ capacity as aforesaid.

Given under my hand and seal of office this 15<sup>th</sup> day of October, 2018.

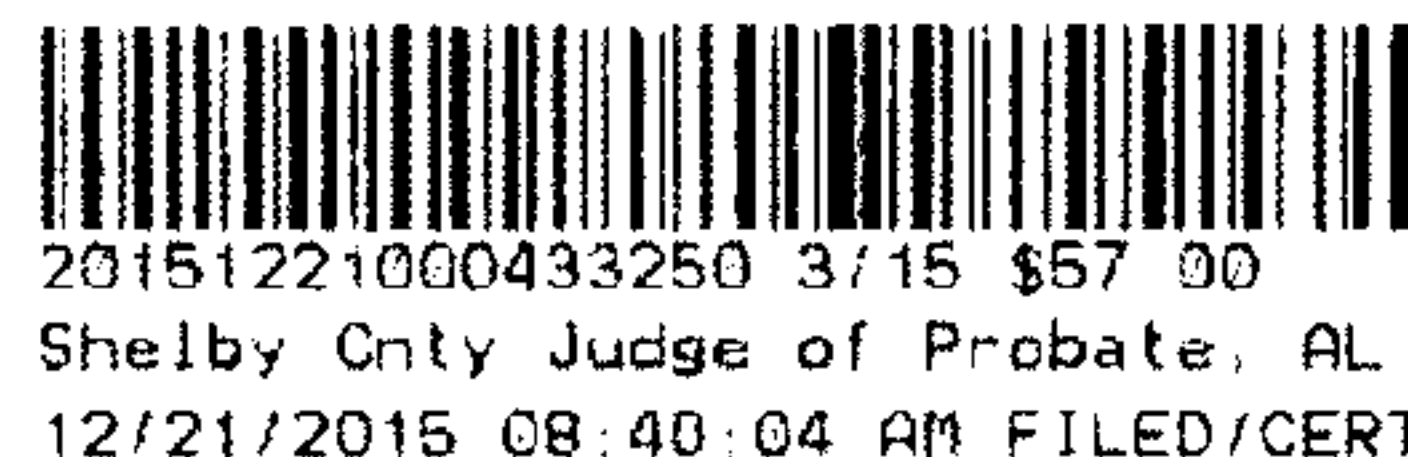
[Signature]  
Notary Public

My commission expires: June 16, 2020

[NOTARIAL SEAL]



## EXHIBIT "A" - LEGAL DESCRIPTION

**Parcel I**

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Beginning at an existing iron rebar being the most northerly corner of Lot 22, Heatherwood, 3rd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 29, run in a southwesterly direction along the west line of Lots 22 and 23 of said subdivision for a distance of 377.71 feet to an existing iron rebar being the most northerly corner of Lot 24 of said Heatherwood, 3rd Sector; thence turn an angle to the left of 16°26'35" and run in a southerly direction along the west line of Lots 24 and 25 of said Heatherwood 3rd Sector a distance of 339.10 feet to an existing iron rebar; thence turn an angle to the left of 16°40'13" and run in a southerly direction along the west line of Lots 26 and 27 of said Heatherwood 3rd Sector for a distance of 326.98 feet to an existing iron rebar being the northwest corner of Lot 28 of said Heatherwood 3rd Sector; thence turn an angle to the right of 0°01'51" and run in a southerly direction along the west line of said Lot 28 for a distance of 144.53 feet to an existing iron rebar being the most southwest corner of said Lot 28; thence turn an angle to the left of 88°25'16" and run in an easterly direction along the south line of said Lot 28 for a distance of 168.63 feet to an existing iron rebar being the southwest corner of said Lot 28 and being on the west right of way line of St. Anne's Drive; thence turn an angle to the right of 72°01'49" and run in a southeasterly direction along the southwest right of way line of St. Anne's Drive for a distance of 31.48 feet to an existing iron rebar being the northeast corner of Lot 29 of said Heatherwood 3rd Sector; thence turn an angle to the right of 107°55'40" and run in a westerly direction for a distance of 178.33 feet to an existing crimp iron pin being the northwest corner of said Lot 29; thence turn an angle to the left of 90° and run in a southerly direction along the west line of said Lot 29 and its southerly extension thereof for a distance of 360.71 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 90°22'56" and run in a westerly direction for a distance of 89.64 feet to an existing iron pin set by Laurence D. Weygand and being the southeast corner of Lot 60, Heatherwood 4th Sector 1st Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 11, page 33; thence turn an angle to the right of 89°49'23" and run in a northerly direction along the east line of Lots 60 and 61 of said Heatherwood 4th Sector, 1st Addition for a distance of 282.80 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 76°58'48" and run in a northwesterly direction along the north line of said Lot 61 for a distance of 184.92 feet to an existing iron rebar; thence turn an angle to the right of 0°07'59" and run in a northwesterly direction along the north line of Lot 62 of said Heatherwood 4th Sector 1st Addition for a distance of 38.61 feet to an existing iron rebar; thence turn an angle to the right of 31°54'01" and run in a northwesterly direction along the northeast line of said Lot 62 for a distance of 118.09 feet to an existing iron rebar; thence turn an angle to the right of 74°01'03" and run in a northeasterly direction for a distance of 167.60 feet and being a corner of Lot 63 of Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 15°55'13" and run in a northerly direction along the east line of Lot 63 for a distance of 70.44 feet; thence turn an angle to the left of 54°04'50" and run in a northwesterly direction along the northeast line of Lot 63 for a distance of 42.0 feet; thence turn an angle to the left of 19°58'17" and run in a northwesterly direction along the northeasterly line of Lot 63 for a distance of 70.85 feet to a common corner with Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 113°45'35" and run in a northeasterly direction for a distance of 90.43 feet to a corner on Lot 64 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 57°31'33" and run in a northerly direction along the east line of said Lot 64 for a distance of 48.72 feet; thence turn an angle to the left of 5°46'25" and run in a northerly direction along the east line of said Lot 64 for a distance of 66.15 feet; thence turn an angle to the left of 57°53'28" and run in a northwesterly direction along the north line of said Lot 64 for a distance of 62.28 feet; thence turn an angle to the left of 23°43'55" and run in a westerly direction along the north line of said Lot 64 for a distance of 48.70 feet to the most easterly corner of Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the right of 19°29'41" and run in a northwesterly direction for a distance of 100.48 feet to a corner of Lot 65 of said Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of 10°02'11" and run in a westerly direction along the north line of said Lot 65 for a distance of 61.57 feet; thence turn an angle to the left of 3°54'42" and run in a westerly direction along

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the north line of said Lot 65 for a distance of 61.57 feet; thence turn an angle to the left of  $3^{\circ}54'42''$  and run in a westerly direction along the north line of said Lot 65 and Lot 66 of said Heatherwood 4th Sector 1st Addition for a distance of 123.04 feet; thence turn an angle to the left of  $8^{\circ}10'53''$  and run in a westerly direction along the north line of said Lot 66 for a distance of 234.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $129^{\circ}01'51''$  and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand and the point of beginning of a curve, said curve being concave in a southeasterly direction and having a central angle of  $22^{\circ}30'$  and a radius of 321.75 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve for a distance of 126.35 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right ( $90^{\circ}$  from the tangent) and run in a southeasterly direction for a distance of 60.0 feet; thence turn an angle to the left of  $75^{\circ}30'$  and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $14^{\circ}0'$  and run in a northeasterly direction for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; then turn an angle to the left of  $7^{\circ}0'$  and run in a northeasterly direction for a distance of 93.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $83^{\circ}0'$  and run in a northwesterly direction for a distance of 123.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $11^{\circ}0'$  and run in a northwesterly for a distance of 207.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $112^{\circ}30'$  and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $18^{\circ}30'$  and run in a southwesterly direction for a distance of 227.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $104^{\circ}30'$  and run in a southeasterly direction for a distance of 118.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $28^{\circ}45'02''$  and run in a southeasterly direction for a distance of 81.70 feet to an existing iron rebar set by Laurence D. Weygand and being on a curve, said curve being concave in a southeasterly direction and having a central angle of  $13^{\circ}18'23''$  and a radius of 381.75 feet; thence turn an angle to the right ( $109^{\circ}54'14''$  to the chord of said curve and run in a southwesterly direction along the arc of said curve for a distance of 88.66 feet to an existing iron rebar set by Laurence D. Weygand and being the point of ending of said curve; thence run in a southwesterly direction along a line tangent to the end of said curve for a distance of 100.0 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $90^{\circ}$  and run in a northwesterly direction for a distance of 57.26 feet to an existing iron rebar set by Laurence D. Weygand and being a corner of Lot 70, Heatherwood 4th Sector 1st Addition; thence turn an angle to the left of  $47^{\circ}05'24''$  and run in a southwesterly direction for a distance of 146.99 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $40^{\circ}48'20''$  and run in a southwesterly direction for a distance of 41.72 feet to an existing iron rebar being a corner of Lot 71-A, Resurvey of Lot 71, Heatherwood 4th Sector 1st Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 24, page 31; thence turn an angle to the right of  $106^{\circ}43'37''$  and run in a northwesterly direction along the northeast line of said Lot 71-A for a distance of 87.12 feet to an existing iron rebar; thence turn an angle to the left of  $45^{\circ}29'20''$  and run in a northwesterly direction along the north line of Lot 71-A for a distance of 107.95 feet to an existing iron rebar; thence turn an angle to the left of  $35^{\circ}26'45''$  and run in an southwesterly direction along the northwest line of said Lot 71-A for a distance of 69.34 feet to an existing iron rebar; thence turn an angle to the left of  $35^{\circ}11'51''$  and run in a southwesterly direction for a distance of 130.86 feet to an existing iron rebar being on the northeast right of way line of Masters Lane; thence turn an angle to the right of  $110^{\circ}05'29''$  and run in a northwesterly direction along the northeast right of way line of Masters Lane for a distance of 134.78 feet to the point of beginning of a curve; said curve being concave in an easterly direction and having a central angle of  $29^{\circ}08'07''$  and a radius of 180.26; thence turn an angle to the right of and run in a northwesterly and northerly direction along the arc of said curve and along the northeast right of way line of Masters Lane for a distance of 91.66 feet to an existing iron rebar set by Laurence D. Weygand and being the southwest corner of Lot 1-A, A resurvey of Heatherwood 4th Sector 3rd Addition as recorded in the Probate Office of Shelby County, Alabama in Map Book 20, page 103; thence turn an angle to the right and run in a northeasterly direction along the southeast line of said Lot 1-A for a distance of 232.33 feet to an existing iron rebar set by Laurence D. Weygand and being the most easterly corner of said Lot 1-A; then turn an angle to the left of  $80^{\circ}59'36''$  and run in a northwesterly direction along the northeast line of said Lot 1-A for a distance of 136.98 feet to an existing iron rebar being the most northerly corner of said Lot 1-A and being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of  $79^{\circ}17'47''$  and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 31.51 feet to the point of beginning of a curve, said curve being concave in a northwesterly direction and having a central angle of  $57^{\circ}14'30''$  and a radius of 310.16 feet; thence turn an angle to the left and run in a northeasterly direction along arc of said curve along the southeast right of way line of Heatherwood Drive for a distance of 309.87 feet to the point of ending of said curve; thence run in a Northerly direction along a line tangent to the end of said curve and along the east right of way line of Heatherwood Drive for a distance of 150.48 feet to the point of beginning of a new curve; said newest curve being concave in a southeasterly direction and having a central angle of  $47^{\circ}33'28''$  and a radius of 202.97 feet; thence turn an angle to the right and run in a northerly and northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 168.47 feet to a point





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of compound curve; said newest curve being concave in a southeasterly direction and having a central angle of 17°23'17" and a radius of 623.96 feet; thence turn an angle to the right and run in a northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 189.36 feet to the point of ending of said curve; thence run in a northeasterly direction along a line tangent to the end of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 125.0 feet to the point of beginning of a new curve, said newest curve being concave in a southeasterly direction and having a central angle of 26°49'49" and a radius of 254.85 feet; thence turn an angle to the right and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 119.34 feet to a point of reverse curve; said newest curve being concave in a northwesterly direction and having a central angle of 23°56'02" and a radius of 162.19 feet; thence turn an angle to the left and run in a northeasterly direction along the arc of said curve and along the southeast right of way line of Heatherwood Drive for a distance of 67.75 feet; thence turn an angle to the right (90° from the tangent) and run in a southeasterly direction for a distance of 10.0 feet to a point on a curve, said curve being concave in a northwesterly direction and having a central angle of 7°34'25" and a radius of 378.25 feet; thence turn an angle to the left and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 50.0 feet to a point of reverse curve, said newest curve being concave in a southerly direction and having a central angle of 75°18'09" and a radius of 75.0 feet; thence turn an angle to the right and run in a northeasterly, easterly and southeasterly direction along the arc of said curve for a distance of 91.63 feet to a point on the south right of way line of St. Anne's Drive; thence run in a southeasterly direction along the south right of way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 22.44 feet to the point of beginning of a new curve; said latest curve being concave in a northerly direction having a central angle of 25°23'25" and a radius of 802.34 feet; thence turn an angle to the left and run in an easterly direction along the arc of said curve for a distance of 286.92 feet to the point of ending of said curve; thence run in an easterly direction along the south right of way line of St. Anne's Drive and along a line tangent to the end of said curve for a distance of 99.07 feet to the northwest corner of Lot 19 Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 28; thence turn an angle to the right of 90° and run in a southerly direction along the west line of Lots 19, 18 and 17 of said Heatherwood 2nd Sector for a distance of 434.35 feet; thence turn an angle to the left of 28°06' and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 83.26 feet; thence turn an angle to the left of 4°09' and run in a southeasterly direction along the southwest line of Lot 16 of said Heatherwood 2nd Sector for a distance of 53.30 feet; thence turn an angle to the left of 15°05'30" and run in a southeasterly direction along the southwest line of said Lot 16 for a distance of 99.33 feet; thence turn an angle to the left of 25°13' and run in an easterly direction along the south line of Lot 16 for a distance of 34.62 feet; thence turn an angle to the left of 55°58' and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 64.66 feet; thence turn an angle to the left of 10 21' and run in a northeasterly direction for a distance of 78.55 feet to the most southerly corner of said Lot 15 of said Heatherwood 2nd Sector; thence turn an angle to the right of 1°33'30" and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 136.63 feet; thence turn an angle to the right of 11°19'45" and run in a northeasterly direction along the southeast line of said Lot 15 for a distance of 58.45 feet; thence turn an angle to the left of 18°28'15" and run in a northeasterly direction along the east line of said Lot 15 for a distance of 59.84 feet to an existing iron rebar being the southeast corner of Lot 14 of said Heatherwood 2nd Sector; thence turn an angle to the left of 6°25'29" and run in a northeasterly direction along the southeast line of Lots 14 and 12 of said Heatherwood 2nd Sector for a distance of 315.64 feet to an existing iron rebar being the southwest right of way line of St. Anne's Drive; thence turn an angle to the right of 101°35'27" and run in a southeasterly direction along the southwest right of way line of St. Anne's Drive for a distance of 107.23 feet to an existing iron rebar being the point of beginning.

LESS AND EXCEPT any part of the above described property constituting any part of Lot 71-B, according to a Resurvey of Lot 71-A of a resurvey of Lot 71, Heatherwood, 4th Sector, 1st Addition as recorded in Map Book 27, page 115 in the Probate Office of Shelby County, Alabama.

**Parcel II:**

Part of the South 1/2 of Section 9, Township 19 South Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being the most westerly corner of Lot 24, Heatherwood Fourth Sector as recorded in the Probate Office of Shelby County, Alabama in Map Book 9, pages 161 through 163, run in a southeasterly direction along the southwest line of said Lot 24 for a distance of 167.74 feet to an existing iron rebar; thence turn an angle to the left of 58°03'05" and run in a northeasterly direction along the southeast line of said Lot 24 for a distance of 104.41 feet to an existing iron rebar being the most southerly corner of Lot 25 of said Heatherwood Fourth Sector; thence turn an angle to the left of 19°46'43" and run in a northeasterly direction along the southeast line of said Lot 25 for a distance of 143.96 feet to an existing iron rebar being the most





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southerly corner of Lot 26 of said Heatherwood Fourth Sector; thence turn an angle to the left of 0°12'22" and run in a northeasterly direction along the southeast line of said Lot 26 for a distance of 147.52 feet to an existing iron rebar being the most southerly corner of Lot 27 of said Heatherwood Fourth Sector; thence turn an angle to the right of 1°58'19" and run in a northeasterly direction along the southeast line of said Lot 27 for a distance of 137.90 feet to an existing iron rebar being the most southerly corner of Lot 28 in said Heatherwood Fourth Sector; thence turn an angle to the right of 3°04'04" and run in a northeasterly direction along the southeast line of said Lot 28 for a distance of 123.81 feet to an existing iron rebar being the most southerly corner of Lot 29 of said Heatherwood Fourth Sector; thence turn an angle to the right of 3°01'49" and run in a northeasterly direction along the southeast line of said Lot 29 for a distance of 133.34 feet to an existing iron rebar being the most southerly corner of Lot 30 of said Heatherwood Fourth Sector; thence turn an angle to the right of 8°15'35" and run in a northeasterly direction for a distance of 45.47 feet to an existing iron rebar being the most westerly corner of Heatherwood Fourth Sector, Second Addition as recorded in the Probate Office of Shelby County, Alabama in map Book 12, pages 79 through 81; thence turn angle to the right of 82°48'26" and run in a southeasterly direction along the southwest line of Lot 36 in said Heatherwood Fourth Sector Second addition for a distance of 171.61 feet to an existing iron rebar being the most westerly corner of Lot 35 in said Heatherwood Fourth Sector Second Addition; thence turn an angle to the right of 1°11'29" and run in a southeasterly direction along the southwest line of said Lot 35 for a distance of 170.50 feet to an existing iron rebar being the most westerly corner of Lot 34 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 8°05'04" and run in a southeasterly direction along the southwest line of said Lot 34 for a distance of 167.82 feet to an existing iron rebar; thence turn an angle to the left of 21°03'21" and run in a southeasterly direction along the south line of Lots 34 and 33 in said Heatherwood Fourth Sector Second Addition for a distance of 239.90 feet to an existing iron rebar; thence turn an angle to the left of 86°48'21" and run in a northeasterly direction for a distance of 33.85 feet to an existing iron rebar; thence turn an angle to the left of 33°54'44" and run in a northwesterly direction along the northeast line of Lot 33 of said Heatherwood Fourth Sector Second Addition for a distance of 257.43 feet to an existing iron rebar; thence turn an angle to the left of 7°58'58" and run in a northwesterly direction for a distance of 266.39 feet to an existing iron rebar being the most northerly corner of Lot 32 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 96°06'23" and run in a southwesterly direction for a distance of 148.97 feet to an existing iron rebar set by Laurence D. Weygand and being on the northeast right of way line of Heatherwood Place; thence turn an angle to the right of 90°39'23" and run in a northwesterly direction along the northeast right of way line of Heatherwood Place for a distance of 141.59 feet to an existing iron rebar set by Laurence D. Weygand and being the most southerly corner of Lot 32, Heatherwood Fourth Sector, as recorded in Map Book 9, pages 161 through 163; thence turn an angle to the right of 86°47'14" and run in a northeasterly direction along the southeast line of said Lot 32 for a distance of 176.18 feet to an existing iron rebar being the most southerly corner of Lot 33, of said Heatherwood Fourth Sector; thence turn an angle to the left of 23°38'51" and run in a northeasterly direction along the southeast line of said lot 33 for a distance of 126.06 feet to an existing iron rebar; thence turn an angle to the right of 13°30'10" and run in a northeasterly direction along the southeast line of Lot 34 of said Heatherwood Fourth Sector for a distance of 165.88 feet to an existing iron rebar; thence turn an angle to the left of 9°30'30" and run in a northeasterly direction along the southeast line of Lot 35, Heatherwood Fourth Sector for a distance of 202.06 feet to an existing iron rebar; thence turn an angle to the left of 19°33'33" and run in a northeasterly direction along the southeast line of Lot 36 of said Heatherwood Fourth Sector for a distance of 212.22 feet to an existing iron rebar; thence turn an angle to the right of 5°12'53" and run in a northeasterly direction for a distance of 326.00 feet to an existing iron rebar being the most easterly corner of Lot 38 of said Heatherwood Fourth Sector and also being on the southwest right of way line of Masters Lane and being on a curve, said curve being concave in a northeasterly direction and having a deflection angle of 3°01'36" and a radius of 240.26 feet; thence turn an angle to the right (115°52'33" to the chord of said curve) and run in a southeasterly direction along the arc of said curve for a distance of 25.38 feet to the point of ending of said curve; thence continue in a southeasterly direction along a line tangent to the end of said curve and along the southwest right of way line of Masters Lane for a distance of 145.78 feet to an existing iron rebar being the most northerly corner of Lot 41, Heatherwood Fourth Sector First Addition as recorded in the Probate Office of Shelby County, Alabama, in Map Book 11, page 33; thence turn an angel to the right of 58°59'15" and run in a southerly direction along the west line of said Lot 41 for a distance of 194.15 feet to an existing iron rebar; thence turn an angle to the right of 8°41'42" and run in a southwesterly direction along the northwest line of Lot 37 Heatherwood Fourth Sector Second Addition, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 12, pages 79 through 81, for a distance of 219.83 feet to an existing iron rebar; thence turn an angle to the right of 8°33'59" and run in a southwesterly direction along the west line of sid Lot 37 for a distance of 126.90 feet to an existing iron rebar; thence turn an angle to the right of 11°03'59" and run in a southwesterly direction for a distance of 292.85 feet to an existing iron rebar being on the northwest line of Lot 30 of said Heatherwood Fourth Sector Second Addition; thence turn an angle to the left of 16°47'45" and run in a southwesterly direction along the northwest line of said Lot 30 Heatherwood Fourth Sector Second Addition, for a distance of 135.83 feet to an existing iron rebar being the most westerly corner of said Lot 30; thence turn an angle to the left of 90°28'18" and run in a southeasterly direction along the southwest line of





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said Lot 30 for a distance of 254.07 feet to an existing iron rebar being on the west right of way line of Turnberry Road, said west right of way line being on a curve, said curve being concave in an easterly direction and having a deflection angle of 1°51'01" and a radius of 515.39 feet; thence turn an angle to the right (62°50'09" to the chord of said curve) and run in a southerly direction along the arc of said curve and said west right of way for a distance of 33.29 feet to the point of ending of said curve; thence continue in a southerly direction and along the west right of way line of Turnberry Road and along a line tangent to the end of said curve for a distance of 735.85 feet to an existing iron rebar being the northeast corner of Lot 10, Heatherwood Fourth Sector Second Addition; thence turn an angle to the right of 89°59'56" and run in a westerly direction along the north line of said Lot 10 for a distance of 146.93 feet to an existing iron rebar; thence turn an angle to the left of 19°57'47" and run in a southwesterly direction along the north line of said Lot 10 for a distance of 92.55 feet to an existing iron rebar; thence turn an angle to the right of 22°01'08" and run in a westerly direction along the north lines of Lots 9, 8, 7, 6, 5 and 4 in said Heatherwood Fourth Sector Second Addition for a distance of 1068.86 feet to an existing iron rebar being the northwest corner of said Lot 4; thence turn an angle to the right of 128°59'26" and run in an northeasterly direction along the southeast line of Lot 2 in said Heatherwood Fourth Sector Second Addition for a distance of 113.58 feet to an existing iron rebar; thence turn an angle to the left of 105°49'03" and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 53.41 feet to an existing iron rebar; thence turn an angle to the left of 45°03'31" and run in a southwesterly direction along the north line of said Lot 2 for a distance of 14.16 feet to an existing iron rebar; thence turn an angle to the right of 45°02'29" and run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 120.81 feet to an existing iron rebar being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of 114°44'09" and run in a northeasterly direction along the southeast right of way line of said Heatherwood Drive for a distance of 39.20 feet, more or less, to the point of beginning.

The above legal includes the following Subdivision Lot:

Lot 37A, Resurvey of Lots 30 and 37, Heatherwood 4th Sector, 2nd Addition, as recorded in Map Book 15, page 53, in the Probate Office of Shelby County, Alabama

Parcel III

Part of the East 1/2 of Section 9, Township 19 south, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most northerly corner of Lot 2, Heatherwood, 3rd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 29, run in a southwesterly direction along the north line of said Lot 2 for a distance of 111.91 feet to an existing iron rebar being the northwest corner of said Lot 2; thence turn an angle to the left of 50°25'06" and run in a southwesterly direction along the west lines of Lots 2, 3 and 4 of said Heatherwood 3rd Sector for a distance of 442.54 feet to an existing iron rebar; thence turn an angle to the left of 13°08'59" and run in a southerly direction along the west line of Lots 5, 6, 7 and 8 of said Heatherwood 3rd Sector for a distance of 517.89 feet to an existing iron rebar; thence turn an angle to the right of 92°11'29" and run in a westerly direction along the north line of Lots 10, 11 and 12 of said Heatherwood 3rd Sector for a distance of 419.96 feet to an existing iron rebar on the east right of way line of St. Anne's Drive; thence turn an angle to the right of 72°06'36" and run in a northwesterly direction along the east right of way line of St. Anne's Drive for a distance of 31.46 feet to an existing iron rebar being the southwest corner of Lot 13, Heatherwood 3rd Sector; thence turn an angle to the right of 107°48'21" and run in an easterly direction along the south line of said Lot 13 for a distance of 212.35 feet to an existing iron rebar being on the southeast corner of said Lot 13; thence turn an angle to the left of 92°06'38" and run in a northerly direction for a distance of 521.22 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 3rd Sector; thence turn an angle to the right of 22°45'23" and run in a northeasterly direction along the southeast line of Lots 17, 18 and 19 of said Heatherwood 3rd Sector for a distance of 364.46 feet to an existing iron pin; thence turn an angle to the left of 23°04'37" and run in a northerly direction along the east line of Lots 19 and 20 of said Heatherwood 3rd Sector for a distance of 208.82 feet to an existing crimp iron pin; thence turn an angle to the left of 27°50'06" and run in a northwesterly direction along the northeast line of Lots 20 and 21 of said Heatherwood 3rd Sector for a distance of 258.34 feet to an existing crimp iron pin being the most northerly corner of said Lot 21; thence turn angle to the left of 90°05'14" and run in a southwesterly direction along the northwest line of said Lot 21 for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the right of 90° and run in a northwesterly direction along the northeast right of way line of St. Anne's Drive for a distance of 30.0 feet to an existing iron rebar being the most southerly corner of Lot 11 of Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 28; thence turn an angle to the right of 90° and run in a northeasterly direction along the southeast line of said Lot 11 for a distance of 150.22 feet to an existing iron rebar being the most easterly corner of said Lot 11; thence turn an angle to the left of 89°59'19" and run in a northwesterly direction along the northeast line of said Lot 11 for a distance of 191.29 feet to an existing crimp iron pin being the most





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easterly corner of Lot 10 of said Heatherwood 2nd Sector; thence turn an angle to the left of 26°07'33" and run in a northwesterly direction along the northeast lines of Lots 10 and 9 of said Heatherwood 2nd Sector for a distance of 221.06 feet to an existing iron rebar; thence turn an angle to the right of 75°21'52" and run in a northeasterly direction for a distance of 180.47 feet to an existing iron pin; thence turn an angle to the right of 0°04'32" and run in a northeasterly direction for a distance of 75.01 feet to an existing iron rebar being the most easterly corner of Lot 7-A, A Resurvey of Lot 7, Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 4; thence turn an angle to the left of 85°56'51" and run in a northwesterly direction along the northeast line of said Lot 7-A for a distance of 276.74 feet; thence turn an angle to the left of 48°16'45" and run in a southwesterly direction along the northwest line of Lot 6, of said Heatherwood 2nd Sector for a distance of 235.01 feet; thence turn an angle to the right of 0°0'21" and run in a southwesterly direction for a distance of 61.41 feet to an existing crimp iron pin being on the northwest line of Lot 5-A, A Resurvey of Lots 2 and 5, Heatherwood 2nd Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 32; thence turn an angle to the left of 2°39'27" and run in a southwesterly direction for a distance of 109.72 feet to an existing iron rebar being the most northerly corner of Lot 2-A of said aforementioned Resurvey of Lots 2 and 5, Heatherwood 2nd Sector; thence turn an angle to the left of 98°15'33" and run in a southeasterly direction along the northeast line of said Lot 2-A for a distance of 79.47 feet to an existing crimp iron pin being the most easterly corner of said Lot 2-A; thence turn an angle to the right of 59°43'21" and run in a southwesterly direction along the southeast line of said Lot 2-A for a distance of 145.89 feet to a point on the northeast right of way line of St. Anne's Drive and being on a curve, said curve being concave in a northeasterly direction and having a central angle of 17°43'27" and radius of 729.39 feet; thence turn an angle to the right (102°06'55" to the chord of said curve) and run in a northwesterly direction along the arc of said curve and along the northeast right of way line of St. Anne's Drive for a distance of 225.63 feet to the point of ending of said curve; thence run in a northwesterly direction along the northeast right of way line of said St. Anne's Drive and along a line tangent to the end of said curve for a distance of 21.76 feet to the point of beginning of a new curve, said newest curve being concave in an easterly direction and having a central angle of 77°35'20" and a radius of 75.0 feet; thence turn an angle to the right and run in a northwesterly, northerly and northeasterly direction along the arc of said curve for a distance of 101.56 feet to a point on the southeast right of way line of Heatherwood Drive; thence run in a northeasterly direction along the southeast right of way line of Heatherwood Drive for a distance of 51.41 feet; thence turn an angle to the left and run in a northwesterly direction for a distance of 10.0 feet to a point on the northeast right of way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 14°50'49" and a radius of 849.0 feet; thence turn an angle to the right (90° to tangent) and run in a northeasterly direction along the arc of said curve for a distance of 220.0 feet to the southwest corner of Lot 3, Heatherwood 1st Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 8, page 27; thence turn an angle to the right and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 187.06 feet to the most southerly corner of said Lot 3; thence turn an angle to the left of 103°10'48" and run in a northerly direction along the east line of said Lot 3 for a distance of 101.51 feet; thence turn an angle to the right of 22°35'36" and run in a northeasterly direction along the east line of said lot 3 for a distance of 42.23 feet to the most southerly corner of Lot 4 of said Heatherwood 1st Sector; thence turn an angle to the right of 7°05'48" and run in a northeasterly direction along the southeast line of said Lot 4, Heatherwood 1st Sector for a distance of 145.69 feet to the southeast corner of Lot 5 of said Heatherwood 1st Sector; thence turn an angle to the left of 12°35'30" and run in a northeasterly direction for a distance of 86.09 feet to a common corner of Lots 5 and 7 of said Heatherwood 1st Sector; thence turn an angle to the right of 83°34'08" and run in a southeasterly direction for a distance of 83.32 feet; thence turn an angle to the left of 28°17'36" and run in a northeasterly direction for a distance of 34.18 feet; thence turn an angle to the left of 14°29'06" and run in a northeasterly direction for a distance of 47.95 feet; thence turn an angle to the left of 23°33'12" and run in a northeasterly direction for a distance of 44.30 feet; thence turn an angle to the left of 28°19'30" and run in a northerly direction along the east line of Lot 8, Heatherwood 1st Sector for a distance of 51.07 feet; thence turn an angle to the left of 9°8'12" and run in a northerly direction for a distance of 111.01 feet to the southeast corner of Lot 9 of said Heatherwood 1st Sector; thence turn an angle to the right of 19°53'22" and run in a northerly direction along the east line of said Lot 9, Heatherwood 1st Sector for a distance of 59.93 feet; thence turn an angle to the right of 25°18'46" and run in a northeasterly direction for a distance of 69.94 feet; thence turn an angle to the left of 21°34'25" and run in a northerly direction for a distance of 23.98 feet to the northeast corner of said Lot 9; thence turn an angle to the left of 10°56'09" and run in a northerly direction along the east line of Lot 10 of said Heatherwood 1st Sector for a distance of 74.52 feet; thence turn an angle to the left of 35°54'39" and run in a northwesterly direction along the northeast line of said Lot 10 for a distance of 85.21 feet to an existing crimp iron pin being the southeast corner of Lot 13 of said Heatherwood 1st Sector; thence turn an angle to the right of 16°30'02" and run in a northerly direction for a distance of 457.83 feet to an existing iron rebar being the northeast corner of Lot 15 of said Heatherwood 1st Sector, thence turn an angle to the left of 67°06'04" and run in a northwesterly direction along the north line of said Lot 15 for a distance of 135.24 feet to an existing iron rebar being on the southeast right of way line of Heatherwood Drive; thence turn an angle to the right of 90°36'20" and run in a northeasterly direction along the southeast right of way line of Heatherwood Drive





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for a distance of 31.26 feet to an existing iron rebar being the most westerly corner of Lot 16, Heatherwood 1st Sector; thence turn an angle to the right of 90°05'24" and run in a southeasterly direction along the southwest line of Lot 16 for a distance of 139.75 feet to an existing iron rebar; then turn an angle to the left of 64°02'16" and run in a northeasterly direction along the southeast line of said Lot 16 for a distance of 61.07 feet to an existing iron rebar being the southwest corner of Lot 17 of said Heatherwood 1st Sector; thence turn an angle to the right of 76°48'31" and run in a southeasterly direction along the southwest line of said Lot 17 for a distance of 98.66 feet to an existing iron rebar being the most westerly corner of Lot 18 of said Heatherwood 1st Sector; thence turn an angle to the right of 0°42'48" and run in a southeasterly direction along the southwest line of Lot 18 for a distance of 169.98 feet to an existing iron rebar; thence turn an angle to the right of 73°48'52" and run in a southerly direction along the west line of Lot 19-A and 24-A, A Resurvey of Lots 19-30, Heatherwood, 1st Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 25 for a distance of 253.84 feet to an existing iron rebar; thence turn an angle to the left of 53°46'01" and run in a southeasterly direction along the southwest line of Lots 25-A of a Resurvey of Lots 19-30 Heatherwood 1st Sector for a distance of 179.34 feet; thence turn an angle to the left of 19°23'31" and run in a southeasterly direction for a distance of 86.93 feet; thence turn an angle to the right of 13°04'38" and run in a southeasterly direction for a distance of 60.0 feet to the most southerly corner of Lot 26-A of said aforementioned Resurvey; thence turn an angle to the left of 54°08'04" and run in a northeasterly direction for a distance of 124.96 feet to an existing iron rebar; thence turn an angle to the right of 101°09'53" and run in a southerly direction along the west line of Lot 28-A and Lot 30-A for a distance of 282.38 feet to an existing iron rebar being the northwest corner of Lot 31 of said Heatherwood 1st Sector; thence turn an angle to the left of 26°13' and run in a southeasterly direction for a distance of 167.15 feet to an existing iron rebar being the northwest corner of Lot 32 of said Heatherwood 1st Sector; thence turn an angle to the right of 17°38'45" and run in a southeasterly direction along the west line of said Lot 32 for a distance of 132.50 feet to an existing iron rebar; thence turn an angle to the left of 50°29'31" and run in a southeasterly direction for a distance of 114.54 feet to an existing iron rebar; thence turn an angle to the left of 30°46'16" and run in an easterly direction for a distance of 60.07 feet to a point on the west right of way line of Oakmont Road; thence turn an angle to the right of 89°50'32" and run in a southerly direction along the west right of way line of Oakmont Road for a distance of 245.36 feet to an existing iron rebar set by Laurence D. Weygand and being the northeast corner of Lot 28-A, Resurvey of Lots 27-A and 28, Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 10, page 60; thence turn an angle to the right of 89°58'28" and run in a westerly direction for a distance of 150.0 feet to an existing iron rebar; thence turn an angle to the left of 90°00'17" and run in a southerly direction along the west line of Lot 28-A of aforementioned Resurvey and also the west line of Lots 24-A and 26-A of a Resurvey of Lots 21-27, Heatherwood 2nd Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 26 all for a distance of 724.55 feet to an existing iron rebar being the southwest corner of said Lot 24-A; thence turn an angle to the left of 89°55'58" and run in an easterly direction for a distance of 149.85 feet to an existing iron rebar being the southeast corner of said Lot 24-A and being on the west right of way line of Oakmont Road; thence turn an angle to the right of 89°48' and run in a southerly direction along the west right of way line of Oakmont Road for a distance of 296.76 feet, more or less, to the point of beginning.

The above legal includes the following Subdivision Lots:

Lot 2, according to the Survey of Heatherwood 1st Sector, as recorded in Map Book 8, page 27A & 27B, in the Probate Office of Shelby County, Alabama.

Lot 2A, according to a Resurvey of Lots 2 & 5 Heatherwood 2nd Sector, as recorded in Map Book 9, page 3, in the Probate Office of Shelby County, Alabama.

#### Parcel IV

Part of the SW 1/4 of Section 9 Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at to an existing iron rebar being on the southwest right of way line of Coshatt Trail being the most northerly corner of Lot 1, Phase I Heatherwood 8th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 16, page 118, run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 82.12 feet to an existing iron rebar being the most westerly corner of said Lot 6; thence turn an angle to the left of 96°02'57" and run in a southeasterly direction along the southwest line of said Lot 6 for a distance of 212.26 feet to an existing iron rebar being the most westerly corner of Lot 5 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of 0°45'51" and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 162.75 feet to an existing iron rebar; thence turn an angle to the left of 72°59'31" and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 44.67 feet to an existing iron rebar; thence turn an angle to the left of 16°41'09" and run in a northeasterly direction along the southeast line of said Lot 5 for a distance of 152.15 feet to an existing iron rebar being on the southwest right of way line of





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Coshatt Trail; thence turn an angle to the right of 93°47' and run in a southeasterly direction along the southwest right of way line of Coshatt Trail for a distance of 20.07 feet to an existing iron rebar being the most northerly corner of Lot 4, Phase I Heatherwood 8th Sector; thence turn an angle to the right of 86°14'12" and run in a southwesterly direction along the northwest line of said Lot 4 for a distance of 153.78 feet to an existing iron rebar; thence turn an angle to the right of 16°47'45" and run in a southwesterly direction for a distance of 40.66 feet to an existing iron rebar being the most westerly corner of said Lot 4; thence turn an angle to the left of 100°57'21" and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 127.50 feet to an existing iron rebar being the most westerly corner of Lot 3 of said Phase I Heatherwood 8th Sector; thence turn an angle to the right of 4°30'32" and run in a southeasterly direction along the southwest line of said Lot 3 for a distance of 143.04 feet to an existing iron rebar being the most westerly corner of Lot 2 of said Phase I Heatherwood 8th Sector; thence turn an angle to the left of 0°0'11" and run in a southeasterly direction along the southwest line of Lots 2 and 1 of said subdivision for a distance of 385.02 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 68°46'35" and run in a southwesterly direction along the northwest line of Lot 23 Heatherwood 4th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 163 for a distance of 80.97 feet to an existing iron rebar, thence turn an angle to the left of 81°38'47" and run in a southeasterly direction along the southwest line of said Lot 23 for a distance of 249.85 feet to an existing iron rebar being the most southerly corner of said Lot 23 and being on the northwest right of way line of Heatherwood Drive, said right of way line being in a curve, said curve being concave in a northwesterly direction and having a central angle of 4°57'41" and a radius of 1500.03 feet; thence turn an angle to the right (89°54'56" to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along said Northwest right of way line for a distance of 129.89 feet; thence run in a southwesterly direction along the northwest right of way line of said Heatherwood Drive and along a line tangent to the end of said curve for a distance of 45.92 feet to the point of beginning of a new curve, said new curve being concave in a southeasterly direction and having a central angle of 1°38'53" and a radius of 5468.14 feet; thence turn an angle to the left and run in a southwesterly direction along the arc of said curve and along the northwest right of way line of said Heatherwood Drive for a distance of 157.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of (99°26'29" from the chord of last mentioned curve) and run in a northwesterly direction for a distance of 1396.75 feet to an existing iron rebar being the southwest corner of Lot 7, Phase I Heatherwood 8th Sector; thence turn an angle to the right of 86°12'43" and run in a northeasterly direction along the southeast line of said Lot 7 for a distance of 362.88 feet to the most easterly corner of said Lot 7 and being on the southwest right of way line of Coshatt Trail; thence turn an angle to the right and run in a southeasterly direction along the curved southwest right of way line of Coshatt Trail for a distance of 42.75 feet, more or less, to the point of beginning.

**PARCEL V:**

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of Lot 9, Heatherwood Sector 1- 1st Addition as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 66, run in a southerly direction along the west line of said Lot 9 and Lot 8 of said subdivision for a distance of 310.39 feet to an existing crimp iron pin; thence turn an angle to the left of 10°13'3" and run in a southeasterly direction along the west line of Lot 7 of said Heatherwood Sector 1- 1st Addition for a distance of 142.20 feet to an existing crimp iron pin being the northwest corner of Lot 6 of said Heatherwood Sector 1- 1st Addition; thence turn an angle to the right of 2°38'22" and run in a southeasterly direction along the west line of said Lot 6 for a distance of 151.33 feet to an existing crimp iron pin; thence turn an angle to the right of 7°32'16" and run in a southerly direction along the west line of Lot 5 of said Heatherwood Sector 1- 1st Addition for a distance of 139.95 feet to an existing crimp iron pin; thence turn an angle to the right of 4°01'03" and run in a southerly direction along the west line of Lot 4 of Heatherwood Sector 1- 1st Addition for a distance of 140.47 feet to an existing crimp iron pin; thence turn an angle to the left of 10°59'39" and run in a southerly direction along the west line of Lot 3 of said Heatherwood Sector 1- 1st Addition for a distance of 161.56 feet to an existing iron rebar being the southwest corner of said Lot 3; thence turn an angle to the left of 83°15'31" and run in an easterly direction along the south line of Lot 3 for a distance of 150.68 feet to an existing iron rebar being the southeast corner of said Lot 3 and being on the west right of way line of Heatherwood Drive; thence turn an angle to the right of 90° and run in a southerly direction along the west right of way line of Heatherwood Drive for a distance of 224.76 feet to the point of beginning of a curve, said curve being concave in a westerly direction and having a central angle of 10°53'34" and a radius of 789.0 feet; thence turn an angle to the right and run in a southerly direction along the arc of said curve and along the west right of way line of Heatherwood Drive for a distance of 150.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (92°00'54" from the chord of last mentioned curve) and run in a westerly direction for a distance of 360.96 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of





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26°03'49" and run in a northwesterly direction for a distance of 315.0 feet; thence turn an angle to the right of 33°30' and run in a northwesterly direction 314.58 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle left 9°16'48" and run in a northwesterly direction for a distance of 186.81 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 29°44'02" and run in a northerly direction for a distance of 96.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 27°46'45" and run in a northwesterly direction for a distance of 322.64 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 45°43'33" and run in a northeasterly direction for a distance of 90.21 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 36°07'14" and run in a northeasterly direction for a distance of 190.10 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°14'05" and run in a southeasterly direction for a distance of 270.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°40'55" and run in a southeasterly direction for a distance of 309.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 96°11'29" and run in a northeasterly direction for a distance of 73.30 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 43°38'43" and run in a northerly direction for a distance of 84.00 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°36'18" and run in a northeasterly direction for a distance of 142.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 33°47'53" and run in a northwesterly direction for a distance of 196.77 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 25°06'36" and run in a northeasterly direction for a distance of 83.25 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 66°30'45" and run in an easterly direction for a distance of 104.18 feet, more or less, to the point of beginning.

**PARCEL VI:**

Part of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Beginning at an existing iron rebar being the most easterly corner of Lot 2, Heatherwood 4th Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, page 161, run in a northwesterly direction along the northeast line of said Lot 2 for a distance of 109.98 feet to an existing iron rebar; thence turn an angle to the left of 76°28'56" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 151.02 feet to an existing iron rebar; thence turn an angle to the right of 2°29'23" and run in a southwesterly direction along the northwest line of said Lot 2 for a distance of 88.44 feet to an existing iron rebar being the most westerly corner of said Lot 2; thence turn an angle to the right of 26°57'57" and run in a westerly direction along the north line of Lot 2-A of Heatherwood 4th Sector, for a distance of 193.10 feet to an existing nail in concrete; thence turn an angle to the left of 40°19'02" and run in a southwesterly direction along the northwest line of said Lot 2-A for a distance of 20.68 feet to an existing nail in a stump being the most northerly corner of Lot 3 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°15'40" and run in a southwesterly direction along the northeast line of Lot 3 of said Heatherwood 4th Sector, for a distance of 126.66 feet to an existing iron rebar; thence turn an angle to the left of 49°38'18" and run in a southerly direction for a distance of 88.24 feet to an existing iron rebar; thence turn an angle to the right of 59°35'58" and run in a southwesterly direction along the northwest line of said Lot 6, Heatherwood 4th Sector, for a distance of 96.16 feet to an existing nail in a rock; thence turn an angle to the right of 13°59'09" and run in a southwesterly direction along the northwest line of said Lot 6 for a distance of 80.86 feet to an existing iron rebar being the northeast corner of Lot 7 of said Heatherwood 4th Sector; thence turn an angle to the right of 2°47'55" and run in a southwesterly direction along the north line of said lot 7 for a distance of 147.58 feet to an existing iron rebar; thence turn an angle to the right of 18°19'35" and run in a westerly direction along the north line of said Lot 7 for a distance of 178.66 feet to an existing iron rebar; thence turn an angle to the left of 120°51'45" and run in a southeasterly direction along the west line of said Lot 7 more or less 140.40 feet to an existing iron rebar; thence turn an angle to the right of 8°49'33" and run in a southerly direction along the west line of said Lot 7 for a distance of 109.99 feet to an existing iron rebar being the most northerly corner of Lot 9 of said Heatherwood 4th Sector; thence turn an angle to the left of 0°04'17" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 154.55 feet to an existing iron rebar; thence turn an angle to the left of 20°39'33" and run in a southeasterly direction along the west line of said Lot 9 for a distance of 78.74 feet to an existing iron rebar; thence turn an angle to the right of 10°02'28" and run in a southeasterly direction along the west line of said lot 9 for a distance of 27.97 feet to an existing iron rebar being the most westerly corner of Lot 10 of said subdivision; thence turn an angle to the left of 0°06'33" and run in a southeasterly direction along the west line of said Lot 10 for a distance of 120.92 feet to an existing iron rebar; thence turn an angle to the right of 21°42'51" and run in a southerly direction along the west line of said Lot 10 for a distance of 101.37 feet to an existing iron rebar being the northwest corner of Lot 12 of said subdivision; thence turn an angle to the right of 0°03'57" and run in a southerly direction along the west line of said Lot 12 for a distance of 51.04 feet to an existing iron rebar; thence turn an angle to the right of 6°27'27" and run in a southerly





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direction along the west line of said Lot 12 for a distance of 120.98 feet to an existing iron rebar being the northwest corner of Lot 13 of said Heatherwood 4th Sector; thence turn an angle to the left of  $0^{\circ}07'32''$  and run in a southerly direction along the west line of said Lot 13 for a distance of 115.13 feet to an existing iron rebar being the most northerly corner of Lot 14 of said Heatherwood 4th Sector; thence turn an angle to the right of  $25^{\circ}12'38''$  and run in a southwesterly direction along the northwest line of Lot 14 of said subdivision for a distance of 119.05 feet to an existing iron rebar being the most northerly corner of Lot 15 of said Heatherwood 4th Sector; thence turn an angle to the right of  $9^{\circ}12'34''$  and run in a southwesterly direction along the northwest line of said Lot 15 for a distance of 113.60 feet to an existing iron rebar being the most northerly corner of Lot 16 of said Heatherwood 4th Sector; thence turn an angle to the right of  $1^{\circ}22'08''$  and run in a southwesterly direction along the northwest line of said Lot 16 for a distance of 178.79 feet to an existing iron rebar being the most northerly corner of Lot 17 of said Heatherwood 4th Sector; thence turn an angle to the right of  $2^{\circ}38'21''$  and run in a southwesterly direction along the northwest line of said Lot 17 for a distance of 136.62 feet to an existing iron rebar being the most northerly corner of Lot 18 of said Heatherwood 4th Sector; thence turn an angle to the right of  $5^{\circ}34'01''$  and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 145.65 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $0^{\circ}40'06''$  and run in a southwesterly direction along the northwest line of said Lot 18 for a distance of 50.68 feet to an existing iron rebar set by Laurence D. Weygand being the most westerly corner of said Lot 18 and being on the northeast right of way of Spyglass Lane and being on a curve, said curve being concave in a southwesterly direction and having a central angle of  $0^{\circ}15'39''$  and a radius of 700.0 feet; thence turn an angle to the right ( $90^{\circ}$  to tangent) and run in a northwesterly direction along the curved northeast right of way line of said Spyglass Lane for a distance of 3.19 feet to a point of a compound curve, said newest curve being concave in a southwesterly direction and having a central angle of  $14^{\circ}32'16''$  and a radius of 260.0 feet; thence turn an angle to the left and run in a northwesterly direction along the curved northeast right of way line of Spyglass Lane for a distance of 65.97 feet to the point of ending of said curve; thence run in a northwesterly direction along a line tangent to the end of said curve and along the northeast right of way line of Spyglass Lane for a distance of 79.01 feet to an existing iron rebar being the most southerly corner of Lot 20, Heatherwood 9th Sector, Phase I, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 18, page 130; thence turn an angle to the right of  $101^{\circ}56'14''$  and run in a northeasterly direction along the southeast line of said Lot 20 for a distance of 136.96 feet to an existing iron rebar; thence turn an angle to the left of  $34^{\circ}02'23''$  and run in a northeasterly direction along the east line of said Lot 20 for a distance of 71.44 feet to an existing iron rebar being the most southerly corner of Lot 18 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of  $21^{\circ}53'20''$  and run in a northeasterly direction along the southeast line of said Lot 18 for a distance of 149.87 feet to an existing iron rebar being the most southerly corner of Lot 17 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of  $16^{\circ}50'49''$  and run in a northeasterly direction along the southeast line of Lots 17 and 16 of said Heatherwood 9th Sector, Phase I for a distance of 269.33 feet to an existing iron rebar; thence turn an angle to the left of  $63^{\circ}13'06''$  and run in a northwesterly direction along the northeast line of said Lot 16 for a distance of 148.97 feet to an existing iron rebar; thence turn an angle to the left of  $3^{\circ}31'12''$  and run in a northwesterly direction along the northeast line of Lot 15, Heatherwood 9th Sector, Phase 2 as recorded in the Probate Office of Shelby County, Alabama, in Map Book 19, page 17 for a distance of 131.07 feet to an existing iron rebar being the most easterly corner of Lot 14 of said Heatherwood 9th Sector, Phase 2; thence turn an angle to the left of  $6^{\circ}27'22''$  and run in a northwesterly direction along the northeast line of said Lot 14 for a distance of 161.19 feet to an existing iron rebar; thence turn an angle to the right of  $29^{\circ}52'36''$  and run in a northerly direction along the east line of Lot 13-A, Heatherwood 9th Sector, Phase 2 for a distance of 153.17 feet to an existing iron rebar; thence turn an angle to the left of  $25^{\circ}20'59''$  and run in a northwesterly direction along the northeast line of Lot 13-B of said Heatherwood 9th Sector, Phase 2 for a distance of 130.16 feet to an existing iron rebar being the most northerly corner of said Lot 13-B; thence turn an angle to the right of  $8^{\circ}24'38''$  and run in a northeasterly direction for a distance of 422.47 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $75^{\circ}37'18''$  and run in a northeasterly direction for a distance of 83.08 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $19^{\circ}40'35''$  and run in a northeasterly direction for a distance of 108.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $27^{\circ}11'13''$  and run in a northeasterly direction for a distance of 406.37 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $3^{\circ}26'35''$  and run in a northeasterly direction for a distance of 148.79 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $30^{\circ}42'39''$  and run in a northeasterly direction for a distance of 383.88 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of  $13^{\circ}53'24''$  and run in a northeasterly direction for a distance of 421.24 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of  $68^{\circ}11'19''$  and run in a southeasterly direction for a distance of 156.69 feet, more or less, to the point of beginning.

LESS AND EXCEPT any part of the above described legal description lying within Lot 2-B, according to a Resurvey of Lot 2 of Heatherwood, 4th Sector and also part of the SW 1/4 of NE 1/4 of Section 9, Township 19 South, Range 2 West, as recorded in Map Book 10, page 82, in the Probate Office of Shelby County, Alabama.





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**Parcel VII**

**Part of the SW 1/4 of Section 9, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:**

Beginning at an existing iron rebar being on the northwest right of way line of Heatherwood Drive and being the most easterly corner of Lot 22, Heatherwood 4th Sector as recorded in the Probate Office of Shelby County, Alabama, in Map Book 9, pages 161-163; run in a northwesterly direction along the east line of said Lot 22 for a distance of 91.60 feet to an existing iron rebar; thence turn an angle to the right of 12°22'10" and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 155.94 feet to an existing iron rebar; thence turn an angle to the left of 107°45'34" and run in a southwesterly direction along the northwest line of said Lot 22 for a distance of 20.22 feet to an existing iron rebar being the most easterly corner of Lot 25, Phase I Heatherwood 8th Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 16, page 118; thence turn an angle to the right of 97°33'06" and run in a northwesterly direction along the east line of said Lot 25 for a distance of 54.94 feet to an existing iron rebar; thence turn an angle to the right of 0°18'20" and run in a northwesterly direction along the northeast line of said Lot 25, for a distance of 80.50 feet to an existing iron rebar being the southeast corner of Lot 24 of said Phase I, Heatherwood 8th Sector; thence turn an angle to the right of 14°22'04" and run in a northwesterly direction along the east line of said Lot 24 for a distance of 151.18 feet to an existing iron rebar; thence turn an angle to the left of 1°26'21" and run in a northwesterly direction along the east line of Lot 23 of said Heatherwood 8th Sector, Phase I for a distance of 218.0 feet to an existing iron rebar being the most easterly corner of Lot 22 of said Phase I, Heatherwood 8th Sector; thence turn an angle to the left of 17°14'27" and run in a northwesterly direction along the northeast line of said Lot 22 for a distance of 120.51 feet to an existing iron rebar being on a curve, said curve being concave in a northwesterly direction and having a central angle of 22°56'39" and a radius of 441.75 feet; thence turn an angle to the left (101°11'25" to the chord of said curve) and run in a southwesterly direction along the arc of said curve for a distance of 176.90 feet to an existing iron rebar being the northwest corner of said Lot 22 and being on the east right of way line of Coshatt Trail; thence turn an angle to the right (109°20'33" to the chord) and run in a northwesterly direction along the northeast right of way line of Coshatt Trail for a distance of 20.15 feet to an existing iron rebar being the most southerly corner of Lot 21, Phase I Heatherwood 8th Sector, and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 16°03'39" and a radius of 421.75 feet; thence turn an angle to the right (73°41'30" from last mentioned chord to the chord of this curve) and run in a northeasterly direction along the arc of said curve for a distance of 118.22 feet to an existing iron rebar being the most easterly corner of said Lot 21; thence from the last mentioned chord line turn an angle to the left of 31°12'25" and run in a northeasterly direction for a distance of 131.52 feet to an existing iron rebar; thence turn an angle to the left of 39°18'38" and run in a northwesterly direction for a distance of 212.28 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 22°26'06" and run in a northerly direction for a distance of 148.52 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 65°28'50" and run in a northeasterly direction for a distance of 95.14 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right of 24°30'52" and run in a easterly direction for a distance of 75.56 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 28°25'34" and run in a northeasterly direction for a distance of 62.21 feet to an existing iron rebar being the most westerly corner of Lot 6-B, Heatherwood 9th Sector, Phase II, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 19, page 158; thence turn an angle to the right of 87°22'16" and run in a southeasterly direction along the southwest line of said Lot 6-B for a distance of 127.83 feet to an existing iron rebar and being the northwest corner of Lot 6-A of said Heatherwood 9th Sector, Phase II; thence turn an angle to the right of 18°28'18" and run in a southeasterly direction along the west line of Lot 6-A for a distance of 135.39 feet to an existing iron rebar being the most westerly corner of Lot 5, Heatherwood 9th Sector, Phase I, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 18, page 130; thence turn an angle to the left of 14°57'48" and run in a southeasterly direction along the southwest line of said Lot 5 for a distance of 149.15 feet to an existing iron rebar being the most westerly corner of Lot 4 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the left of 7°48'37" and run in a southeasterly direction along the southwest line of said Lot 4 for a distance of 94.11 feet to an existing iron rebar being the northwest corner of Lot 3 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of 24°02'21" and run in a southeasterly direction along the west line of said Lot 3 for a distance of 120.70 feet to an existing iron rebar being the northwest corner of Lot 2 of said Heatherwood 9th Sector, Phase I; thence turn an angle to the right of 10°24'06" and run in a southerly direction along the west line of said Lot 2 for a distance of 186.45 feet to the southwest corner of said Lot 2; thence turn an angle to the right of 12°31' and run in a southwesterly direction along the west line of Lot 1 of said Heatherwood 9th Sector, Phase I for a distance of 100.62 feet to an existing iron rebar; thence turn an angle to the left of 28°39'49" and run in a southeasterly direction for a distance of 83.68 feet to an existing iron rebar; thence turn an angle to the left of 50°38'39" and run in a southeasterly direction along the southwest line of said Lot 1 for a distance of 47.65 feet to an existing iron rebar; thence turn an angle to the left of 54°30'08" and run in a





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northeasterly direction along the southeast line of said Lot 1 for a distance of 274.72 feet to an existing iron rebar being the most easterly corner of said Lot 1 and being on the southwest right of way line of Spyglass Lane and being on a curve, said curve being concave in a southwesterly direction and having a central angle of 14°32'16" and a radius of 200.0 feet; thence turn an angle to the right (85°41'01" to the chord of said curve) and run in a southeasterly direction along the curved southwest right of way line of Spyglass Lane for a distance of 50.75 feet to a point of compound curve, said newest curve being concave in a southwesterly direction and having a central angle of 0°36'40" and radius of 640.0 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve and along the southwest right of way line of Spyglass Lane for a distance of 6.83 feet to an existing iron rebar set by Laurence D. Weygand and being the most northerly corner of Lot 20-A, A Resubdivision of Lots 18, 19 and 20 Heatherwood 4th Sector, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 26, page 11; thence turn an angle to the right (85°52'23" from the chord of the last mentioned curve) and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 41.31 feet to an existing iron rebar; thence turn an angle to the right of 1°40'05" and run in a southwesterly direction along the northwest line of said Lot 20-A for a distance of 201.19 feet to an existing iron rebar being the most northerly corner of Lot 21 of said Heatherwood 4th Sector (Map Book 9, page 161-163); thence turn an angle to the right of 2°24'45" and run in a southwesterly direction for a distance of 152.68 feet to an existing iron rebar being the northwest corner of said Lot 21; thence turn an angle to the left of 67°18'55" and run in a southerly direction along the west line of said Lot 21 for a distance of 142.98 feet to an existing iron rebar; then turn an angle to the left of 34°51'29" and run in a southeasterly direction along the west line of said Lot 21 for a distance of 69.73 feet to an existing iron rebar being on the northwest right of way line of Heatherwood Drive and being on a curve, said curve being concave in a northwesterly direction and having a central angle of 3°20'26" and a radius of 1287.73 feet; thence turn an angle to the right (83°36'56" to the chord of said curve) and run in a southwesterly direction along the arc of said curve and along the northwest right of way line of Heatherwood Drive for a distance of 75.08 feet, more or less, to the point of beginning.

**Parcel VIII**

TOGETHER WITH a part of Lot 71-A of a Resurvey of Lot 71, Heatherwood 4th Sector, 1st Addition as recorded in Map Book 24, on page 31 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said Lot 71-A; thence run in a Northeasterly direction along the Northwest line of said Lot 71-A for a distance of 93.67 feet to the point of beginning; thence continue along last stated course for a distance of 37.18 feet to an iron pin found; thence turn an angle to the right of 35°12'49" and run in a Northeasterly direction along the Northwest line of said Lot 71-A for a distance of 37.18 feet to a point; thence turn an angle to the right of 162°23'36" and run in a Southwesterly direction for a distance of 70.88 feet to the point of beginning.

**EXHIBIT B**

**PERMITTED ENCUMBRANCES**

1. Taxes and assessments for the year 2018, and all subsequent years, which are a lien but are not yet due and payable.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Alli S. Beyl*