

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA

COUNTY OF LAUDERDALE

REAL ESTATE MORTGAGE

(This is a Purchase Money Mortgage under the laws of the State of Alabama)

THIS REAL ESTATE MORTGAGE ("Mortgage") is made and entered into this 15th day of January, 2020, by BLUEGRASS APARTMENTS, L.P., an Alabama limited partnership (hereinafter referred to as the "Mortgagor") in favor of ZEG CORP., an Alabama corporation (hereinafter referred to as the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of FIVE HUNDRED FOUR THOUSAND NINETEEN AND 70/100 DOLLARS (\$504,119.70), which indebtedness is evidenced by a promissory note of even date hereof, which promissory note is payable and bears interest as provided therein (together with all renewals, modifications, increases and extensions thereof, hereinafter the "Note") and which matures on July 15th, 2020 (the "Maturity Date").

NOW, THEREFORE, in consideration of the premises, and to secure the repayment of the indebtedness evidenced by the Note and any and all extensions and renewals of the Note, or of any part thereof, and all interest payable on said Note and on all such extensions and renewals (the aggregate amount of such debts and the interest thereon, including all such extensions and renewals and the interest thereon, collectively the "Debt"), and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey unto the Mortgagee, the real estate located in the County of **Shelby**, State of Alabama, as more particularly described in Exhibit "A," which is attached hereto and made a part hereof, together with all the improvements now or hereafter erected thereon, and all easements, rights, appurtenances and rents thereto, all of which shall be deemed to be and remain a part of the real estate covered by this Mortgage (all of the foregoing, together with said real estate are hereinafter referred to as the "Property").

1. Warranties of Title. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Property and has the right to mortgage, grant

and convey the Property, that the Property is free of all encumbrances, unless otherwise provided, and that the Mortgagor will warrant and forever defend the title to the Property unto the Mortgagee in any action affecting the rights of the Mortgagee hereunder and pay all costs of any such action (including, without limitation, attorneys' fees), whether or not such action (i) progresses to judgment, or (ii) is brought by or against the Mortgagee.

2. Payment of Principal and Interest. The Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note. The Mortgagor shall pay and perform the obligations secured hereby and interest thereon as the same shall become due and payable, and also any other indebtedness that may accrue to the Mortgagee under the terms of this Mortgage. This Mortgage secures payment of the Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages; Charges; Liens. For purpose of further securing the payment of the Debt, the Mortgagor agrees to: (a) perform all of the Mortgagor's obligations, under any mortgage or other security agreement with a lien which has priority over this Mortgage, including the Mortgagor's covenants to make payments when due; (b) pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and if default is made in the payment of the liens, or any part thereof, the Mortgagee, at its option, may pay the same in accordance with Section 6.

4. Hazard Insurance. For purpose of further securing the payment of the Debt, the Mortgagor agrees to keep the improvements now existing or hereafter erected on the Property continuously insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which the Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that the Mortgagee requires. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to the Mortgagee's approval, which shall not be unreasonably withheld. If the Mortgagor fails to maintain coverage described above, the Mortgagee may, at the Mortgagee's option, obtain coverage to protect the Mortgagee's rights in the Property in accordance with Section 6. All insurance policies and renewals shall be acceptable to the Mortgagee and shall include a standard mortgagee clause. The Mortgagee shall have the right to hold the policies and renewals. If the Mortgagee requires, the Mortgagor shall promptly give to the Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor. Unless the Mortgagee and the Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and the Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or the Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to the Mortgagor. If the Mortgagor abandons the Property or does not answer within thirty (30) days a notice from the Mortgagee that the insurance carrier has offered to settle a claim, then the Mortgagee may collect the insurance

proceeds. The Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given. Except as provided below, should partial or complete destruction or damage occur to the Property, the Mortgagor hereby agrees that any and all instruments evidencing insurance proceeds received by the Mortgagee as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with the Mortgagee. At the Mortgagee's discretion, the Mortgagee may release some or all of the proceeds from escrow after the Mortgagor presents the Mortgagee with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to the Mortgagee which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, the Mortgagee shall not be required to pay the Mortgagor any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to the Mortgagee's satisfaction, shall be applied to the sums secured by this Mortgage. The Mortgagor further agrees to cooperate with the Mortgagee by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should the Mortgagor fail to provide any required endorsement and/or execution within thirty (30) days after the Mortgagee sends the Mortgagor notice that the Mortgagee has received an instrument evidencing insurance proceeds, or document(s) requiring the Mortgagor's signature, the Mortgagor hereby authorizes the Mortgagee to endorse said instrument and/or document(s) on the Mortgagor's behalf, and collect and apply said proceeds at the Mortgagee's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or the Mortgagee's endorsement or execution of an instrument(s) and/or document(s) on behalf of the Mortgagor create a fiduciary or agency relationship between the Mortgagee and the Mortgagor. Unless the Mortgagee and the Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any payments required under the Note or change the amount of any payments. If under Section 11 the Property is acquired by the Mortgagee, the Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Mortgagee to the extent of the sums secured by this Mortgage.

5. Preservation and Maintenance of Property. The Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property

6. Protection of the Mortgagee's Security. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the Property, then the Mortgagee, at the Mortgagee's option, upon notice to the Mortgagor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect the Mortgagee's interest. Any amounts disbursed by the Mortgagee pursuant to this Section 6, with interest thereon from the date of disbursement, at the Note rate, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from the Mortgagee to the Mortgagor requesting payment thereof. Nothing

contained in this Section 6 shall require the Mortgagee to incur any expense or take any action hereunder.

7. Inspection. The Mortgagee may make or use to be made reasonable entries upon and inspections of the Property, provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable use therefore related to the Mortgagee's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

9. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. The Mortgagor shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the Property; (b) the assumption by another party of the Mortgagor's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to the Mortgagor or a subsequent owner of the Property; and (d) the release of all or any part of the Property securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair the Mortgagee's right to a deficiency judgment (in the event of foreclosure) against the Mortgagor or any party assuming the obligations hereunder, to the extent permitted by applicable law. Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed, except by a written instrument signed by the Mortgagor and the Mortgagee.

10. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. As used in this Section 10, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by the Mortgagor at a future date to a purchaser. Notwithstanding any other provision of this Mortgage or the Note, if the Property, or any part thereof, or any Interest in the Property, is sold, conveyed, transferred, encumbered or any interest therein otherwise alienated (or if the Mortgagor is not a natural person and a beneficial interest in the Mortgagor is sold or transferred) without the Mortgagee's prior written consent, the Mortgagee may, at its sole option: (a) declare the Debt immediately due and payable in full; or (b) require the payment, after the date of such sale, conveyance or transfer, of a higher rate of interest on the unpaid principal portion of the

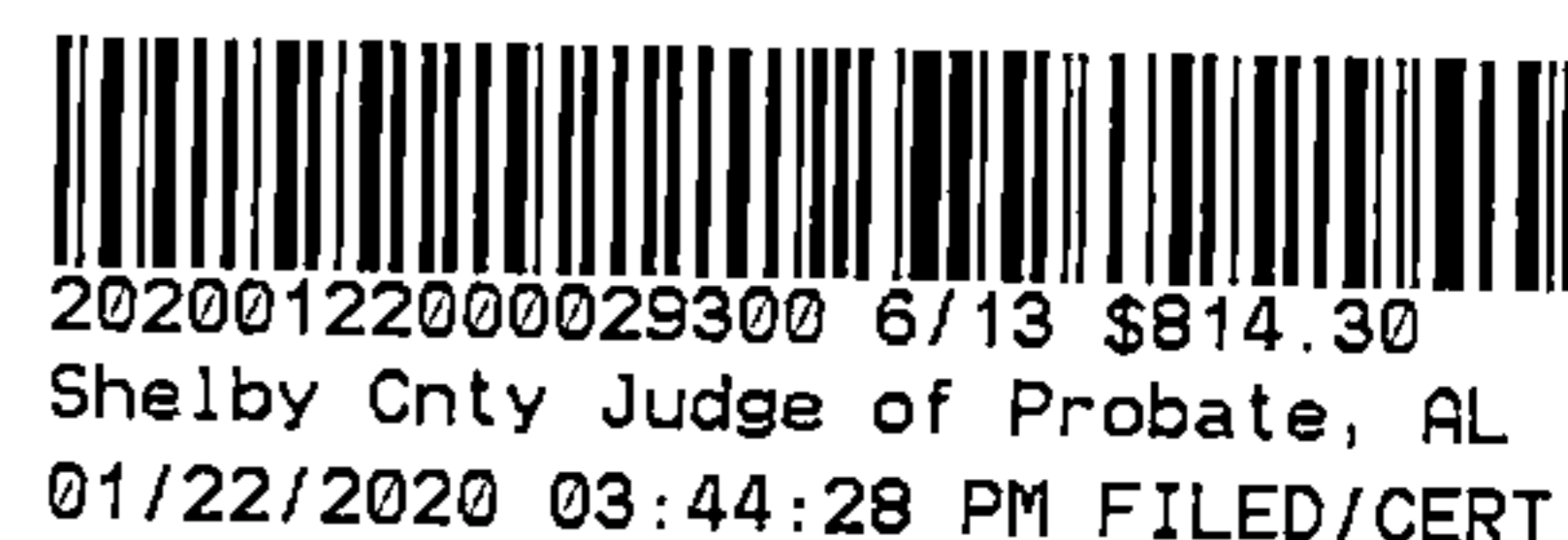
Debt as a condition to not exercising such option to accelerate the Debt, whether such rights be exercised by the Mortgagee to obtain a higher rate of interest on the Debt or to protect the security of this Mortgage. However, the option to accelerate the Debt shall not be exercised by the Mortgagee if such exercise is prohibited by federal law. If the Mortgagee exercises the option to accelerate the Debt, the Mortgagee shall give the Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 18 within which the Mortgagor must pay all sums secured by this Mortgage. If the Mortgagor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies by this Mortgage without further notice or demand on the Mortgagor.

11. Default; Acceleration; Remedies. The Mortgagor shall be deemed in default hereunder if: (1) any warranty or representation of the Mortgagor, or of any person guaranteeing payment of the Debt or any portion thereof or performance by the Mortgagor of any of the terms of this Mortgage (a "Guarantor"), made herein or in any such guaranty or other instrument or document furnished to the Mortgagee is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage or the Guarantor in any such guaranty; (3) default is made in the payment to the Mortgagee of any sums due under the Note secured by this Mortgage; (4) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this Mortgage; (5) the interest of the Mortgagee in any of the Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) if the Mortgagor or any Guarantor shall make an assignment for the benefit of creditors; (7) if a receiver, liquidator or trustee of either of the Mortgagor or of any Guarantor shall be appointed or if either of the Mortgagor or any Guarantor shall be adjudicated a bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, either of the Mortgagor or any Guarantor or if any proceeding for the dissolution or liquidation of either of the Mortgagor or of any Guarantor shall be instituted; however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by the Mortgagor or such Guarantor, upon the same not being discharged, stayed or dismissed within thirty (30) days; (8) any statement of lien is filed against the Property, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); or (9) if the Mortgagor shall be in default under any other mortgage or security agreement covering any part of the Property whether it be superior or junior in lien to this Mortgage. Upon the happening of any one or more of said events of default, the Mortgagee, at the Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages. The Mortgagee shall be authorized to take possession of the Property and, after giving at least twenty-one (21) days' notice of the time, place and terms of sale by publication once a week for three (3) consecutive weeks in some newspaper published in the county in which the

Property is located, to sell the Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expenses of advertising, selling and conveying the Property and foreclosing this mortgage, including reasonable attorneys' fees; second, to the payment of any amounts that may have been expended or that may be necessary to expend in paying insurance premiums, taxes, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt, whether the same shall, or shall not, have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and fourth, the balance, if any, shall be paid over to the Mortgagor or to whomever then appears of record to be the owner of the Property, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid and become the purchaser of the Property at any foreclosure sale hereunder. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner, or it may be offered for sale and sold in any other manner the Mortgagee may elect. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and this Mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Property. The Property shall be sold "as is" and without any warranty, express or implied, as to its condition.

12. Mortgagor' Right to Reinstate. Notwithstanding the Mortgagee's acceleration of the sums secured by this Mortgage, the Mortgagor shall have the right to have any proceedings begun by the Mortgagee to enforce this Mortgage discontinued if: (a) the Mortgagor pays the Mortgagee all sums which then would be due under this Mortgage, the Note and Notes securing future advances, if any, had no acceleration occurred; (b) the Mortgagor cures all breaches of any other covenants or agreements of the Mortgagor contained in this Mortgage; (c) the Mortgagor pays all reasonable expenses incurred by the Mortgagee in enforcing the covenants and agreements of the Mortgagor contained in this Mortgage, and in enforcing the Mortgagee's remedies as provided in Section 11 hereof, including, but not limited to, reasonable attorneys' fees; and (d) the Mortgagor takes such action as the Mortgagee may reasonably require to assure that the lien of this Mortgage, the Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

13. Satisfaction. This Mortgage is made upon the condition that if the Mortgagor pays the Debt (which Debt includes the debt evidenced by the Note and any and all additional debts now or hereafter owing by the Mortgagor to the Mortgagee, and any and all extensions and renewals of any of said debts, or of any part thereof, and all interest payable on all of said debts and on all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in respect of liens or insurance premiums, and interest thereon, and fulfills all of its other obligations under this Mortgage, the conveyance of the Property pursuant to this Mortgage shall become null and void and the Mortgagee shall release this Mortgage. The Mortgagor shall pay all costs of recordation, if any. The Mortgagee, at the Mortgagee's option,




may allow a partial release of the Property on terms acceptable to the Mortgagee and the Mortgagee may charge a release fee.

14. Cross Default and Cross Collateralization. The Mortgagor further covenants and agrees that the Note and the obligations of the Mortgagor thereunder shall be and are hereby expressly cross-defaulted and cross-collateralized with any and all other obligations of the Mortgagor or any Guarantor, such that the occurrence of any event of default under any of the obligations thereunder shall be a default under all of the obligations of the Mortgagor or any Guarantor and under all documents and instruments evidencing and/or securing such obligations. If any such event of default occurs, the Mortgagee shall be entitled to exercise any and all rights and remedies including, without limitation, foreclosure against any and all collateral for such obligations in any order and in any combination as the Mortgagee shall desire, it being expressly understood and agreed by the Mortgagor that the collateral securing any part of such obligations is (and shall become to the extent of such obligations created in the future) collateral for all such obligations. Nothing in this Mortgage shall limit the rights and remedies of the Mortgagee against the Mortgagor or any Guarantor after the occurrence of an event of default under the documents and instruments evidencing and/or securing such obligations.

15. Hazardous Substances. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. The Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The Mortgagor shall promptly give the Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the Mortgagor have actual knowledge. If the Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, the Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Section 15, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

16. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Mortgage unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of the Mortgagee's security, then the Mortgagee, at the Mortgagee's option, may declare all sums secured by this Mortgage to be immediately due and payable.


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“expenses” and “attorneys’ fees” include all sums to the extent not prohibited by applicable law or limited herein.

22. Entire Agreement. This Mortgage and the Note are (i) valid, binding and enforceable against the Mortgagor and the Mortgagee in accordance with their respective provisions and no conditions exist as to their legal effectiveness (ii) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof; and (iii) are the final expression of the intentions of the Mortgagor and the Mortgagee. No promises, either expressed or implied, exist between the Mortgagor and the Mortgagee unless contained herein or therein and the Mortgagor agree that they have not relied upon any alleged representations, oral or written, of the Mortgagee unless expressly stated herein, if any.

(Signatures and Notary Acknowledgments appear on the following pages)



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Executed this 15th day of January, 2020.

BLUEGRASS APARTMENTS, L.P., an
Alabama limited partnership

By: BLUEGRASS GP, LLC, an Alabama
limited liability company, a General
Partner

By: Paul V. Widman
Paul V. Widman, Managing Member

By: WCO BLUEGRASS GP, INC., an
Alabama corporation, a General Partner

By: _____
Anthony Woodham, its President

STATE OF Kentucky
COUNTY OF Jefferson

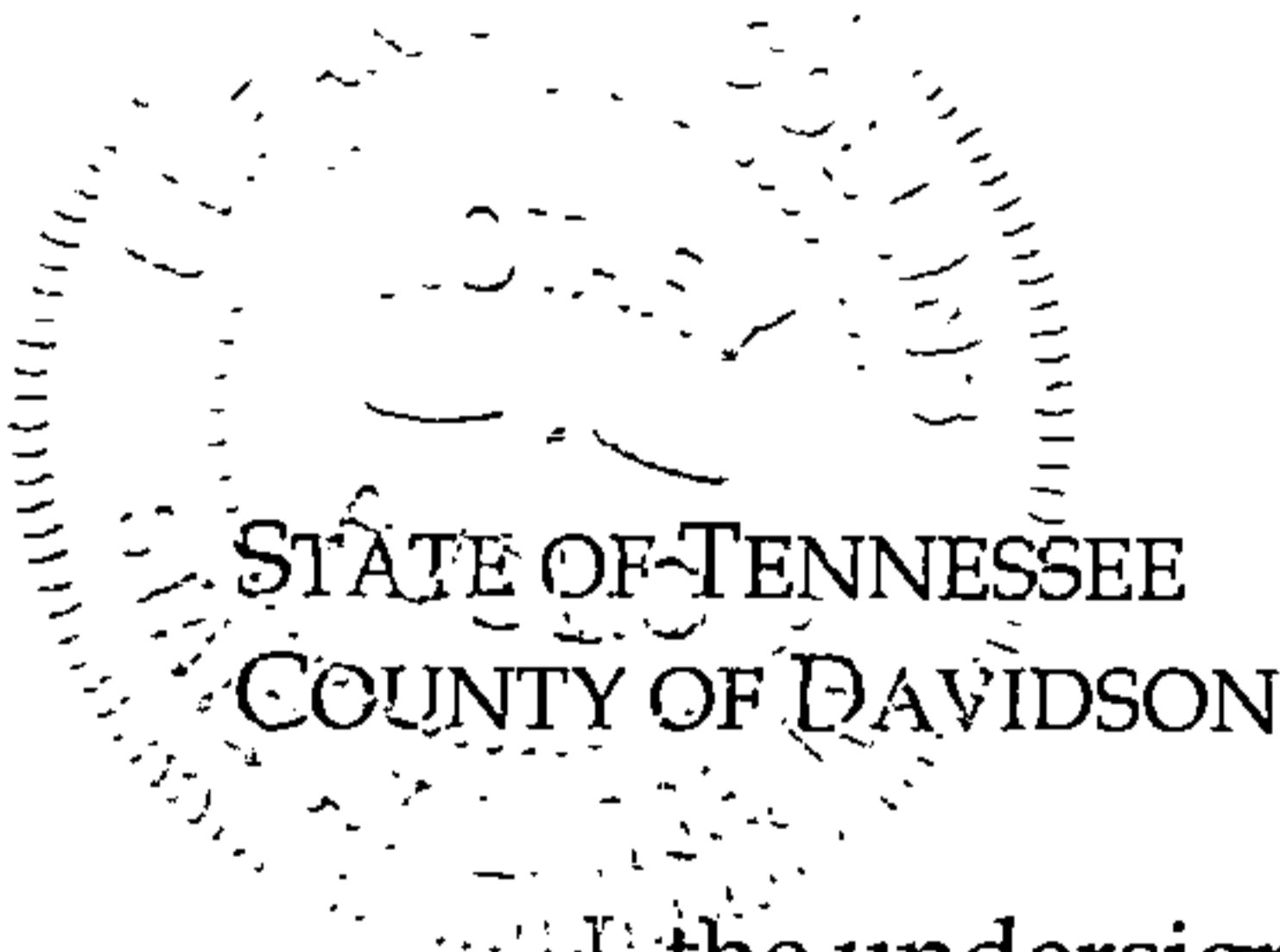
I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Paul V. Widman, whose name as Managing Member of Bluegrass GP, LLC, itself as General Partner of BLUEGRASS Apartments, L.P., an Alabama limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing instrument, he, as such Managing Member of the General Partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Executed before me this 15th day of January, 2020.

LeeAnn Tennille Collins

NOTARY PUBLIC

MY COMMISSION EXPIRES: 07-12-2023



I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Anthony Woodham, whose name as President of WCO Bluegrass GP, Inc., an Alabama corporation, itself as a General Partner of BLUEGRASS Apartments, L.P., an Alabama limited partnership, 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 foregoing instrument, he, as such President of the corporation, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Executed before me this _____ day of January, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



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Executed this 15th day of January, 2020.

BLUEGRASS APARTMENTS, L.P., an
Alabama limited partnership

By: BLUEGRASS GP, LLC, an Alabama
limited liability company, a General
Partner

By: _____
Paul V. Widman, Managing Member

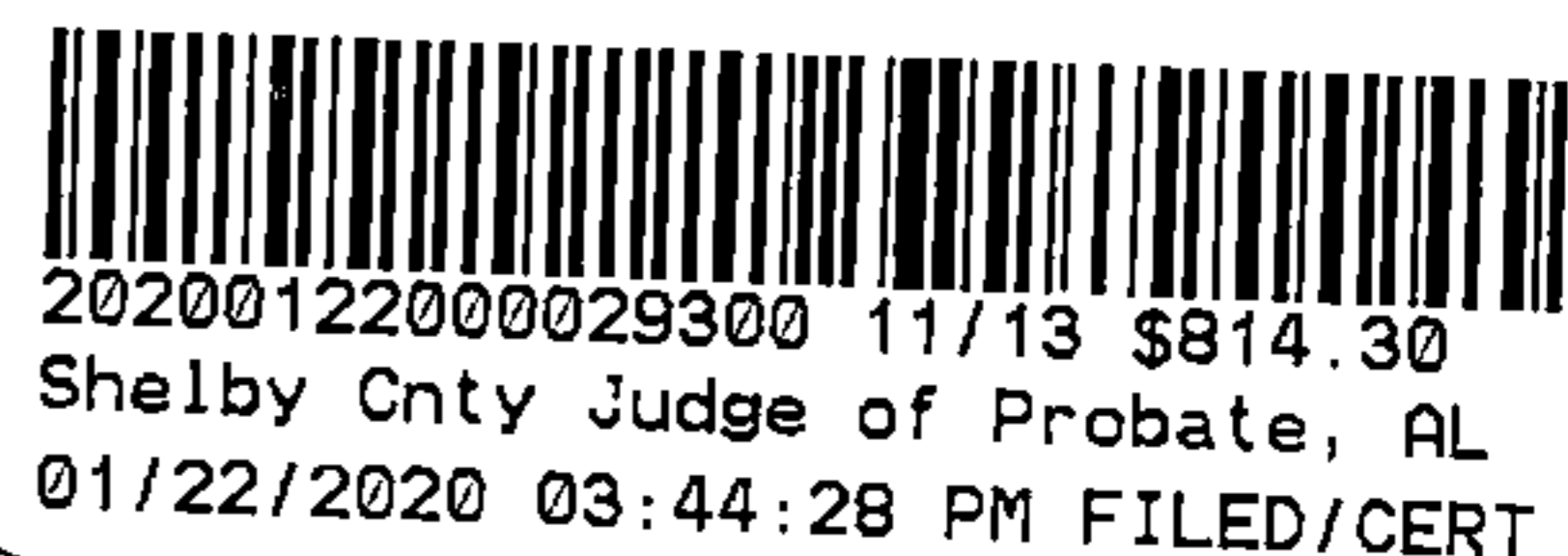
By: WCO BLUEGRASS GP, INC., an
Alabama corporation, a General Partner

By: *[Signature]*
Anthony Woodham, its President

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Paul V. Widman, whose name as Managing Member of Bluegrass GP, LLC, itself as General Partner of BLUEGRASS Apartments, L.P., an Alabama limited partnership, 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 foregoing instrument, he, as such Managing Member of the General Partner, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Executed before me this _____ day of January, 2020.

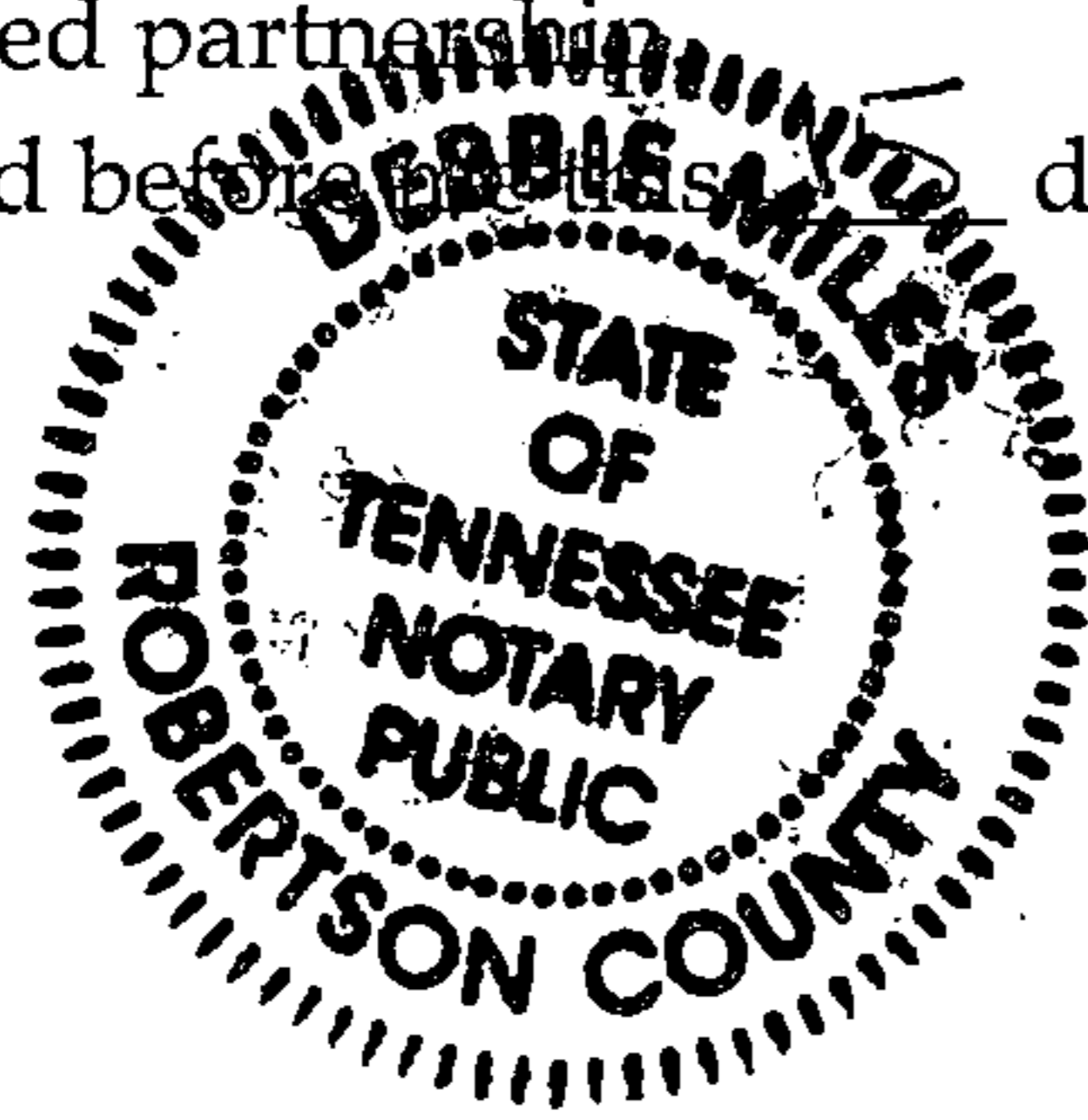


NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE
COUNTY OF ROBERTSON

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Anthony Woodham, whose name as President of WCO Bluegrass GP, Inc., an Alabama corporation, itself as a General Partner of BLUEGRASS Apartments, L.P., an Alabama limited partnership, 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 foregoing instrument, he, as such President of the corporation, and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Executed before me this _____ day of January 2020.



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 4/4/2020

EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

TRACT A:

A PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, OF SAID SECTION 21, THEN S88°04'21"E A DISTANCE OF 101.28 FEET TO A 3/4 INCH DIAMETER REBAR FOUND ON THE WEST RIGHT-OF-WAY OF SHOSHONE DRIVE. THEN ALONG SAID RIGHT-OF-WAY N02°30'10"E A DISTANCE OF 99.96 FEET TO A 3/4 INCH DIAMETER REBAR FOUND ON THE SOUTH RIGHT-OF-WAY OF SCOTT ROAD. THEN LEAVING SAID RIGHT-OF-WAY N02°39'17"E A DISTANCE OF 110.89 FEET TO A 3/4 INCH DIAMETER REBAR FOUND ON THE SOUTH RIGHT-OF-WAY OF SCOTT ROAD, THE POINT OF BEGINNING. THEN FROM THE POINT OF BEGINNING, ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.63 FEET AND A CHORD BEARING AND DISTANCE OF S46°01'30"W 35.61 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID NORTH RIGHT-OF-WAY N88°32'10"W A DISTANCE OF 531.55 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 108.28 FEET AND A CHORD BEARING AND DISTANCE OF N40°50'30"W 96.19 FEET TO A 3/4 INCH DIAMETER REBAR ON THE EAST RIGHT-OF-WAY OF SAID SCOTT ROAD. THEN ALONG SAID EAST RIGHT-OF-WAY N06°45'03"E A DISTANCE OF 230.03 FEET TO A 1/2 INCH DIAMETER REBAR WITH A YELLOW PLASTIC CAP STAMPED ALLEN PLS 31826 SET. THEN CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 23.06 FEET AND A CHORD BEARING AND DISTANCE OF N19°07'44"W 22.25 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY N09°10'43"E A DISTANCE OF 111.04 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY N00°17'32"W A DISTANCE OF 86.11 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.26 FEET AND A CHORD BEARING AND DISTANCE OF N47°04'15"W 35.35 FEET TO A 3/4 INCH DIAMETER REBAR ON THE SOUTH RIGHT-OF-WAY OF OVERLAND ROAD. THEN ALONG SAID RIGHT-OF-WAY S87°15'16"E A DISTANCE OF 556.24 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.20 FEET AND A CHORD BEARING AND DISTANCE OF S42°11'15"E 35.31 FEET TO A 3/4 INCH DIAMETER REBAR ON THE WEST RIGHT-OF-WAY OF SHOSHONE DRIVE. THEN ALONG SAID RIGHT-OF-WAY S02°39'00"W A DISTANCE OF 195.60 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY S02°44'40"W A DISTANCE OF 282.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.49 ACRES MORE OR LESS.



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TRACT B:

A PART OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, OF SAID SECTION 21, THEN N88°04'21"W A DISTANCE OF 540.76 FEET TO A 5/8 INCH DIAMETER REBAR WITH RED CAP. THEN N07°04'49"E A DISTANCE OF 122.43 FEET TO A 5/8 INCH DIAMETER REBAR WITH RED CAP. THEN S88°13'38"E A DISTANCE OF 76.41 FEET TO A 5/8 INCH DIAMETER REBAR WITH RED CAP ON THE SOUTH RIGHT-OF-WAY OF SCOTT ROAD. THEN ALONG SAID RIGHT-OF-WAY S88°24'54"E A DISTANCE OF 530.41 FEET TO A 3/4 INCH DIAMETER REBAR. THEN CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.87 FEET AND A CHORD BEARING AND DISTANCE OF S42°55'51"E 35.78 FEET TO A 3/4 INCH DIAMETER REBAR ON THE WEST RIGHT-OF-WAY OF SHOSHONE DRIVE. THEN ALONG SAID RIGHT-OF-WAY S02°30'10"W A DISTANCE OF 99.96 FEET TO A 3/4 INCH DIAMETER REBAR. THEN LEAVING SAID RIGHT-OF-WAY N88°04'21"W A DISTANCE OF 101.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.80 ACRES MORE OR LESS.

Property Address: 3465 Indian Lake Circle, Pelham, AL 35124

Tax Parcel ID: 27-5-21-1-003-010.000

