

20200527000211830 1/13 \$15072.00
Shelby Cnty Judge of Probate, AL
05/27/2020 02:07:43 PM FILED/CERT

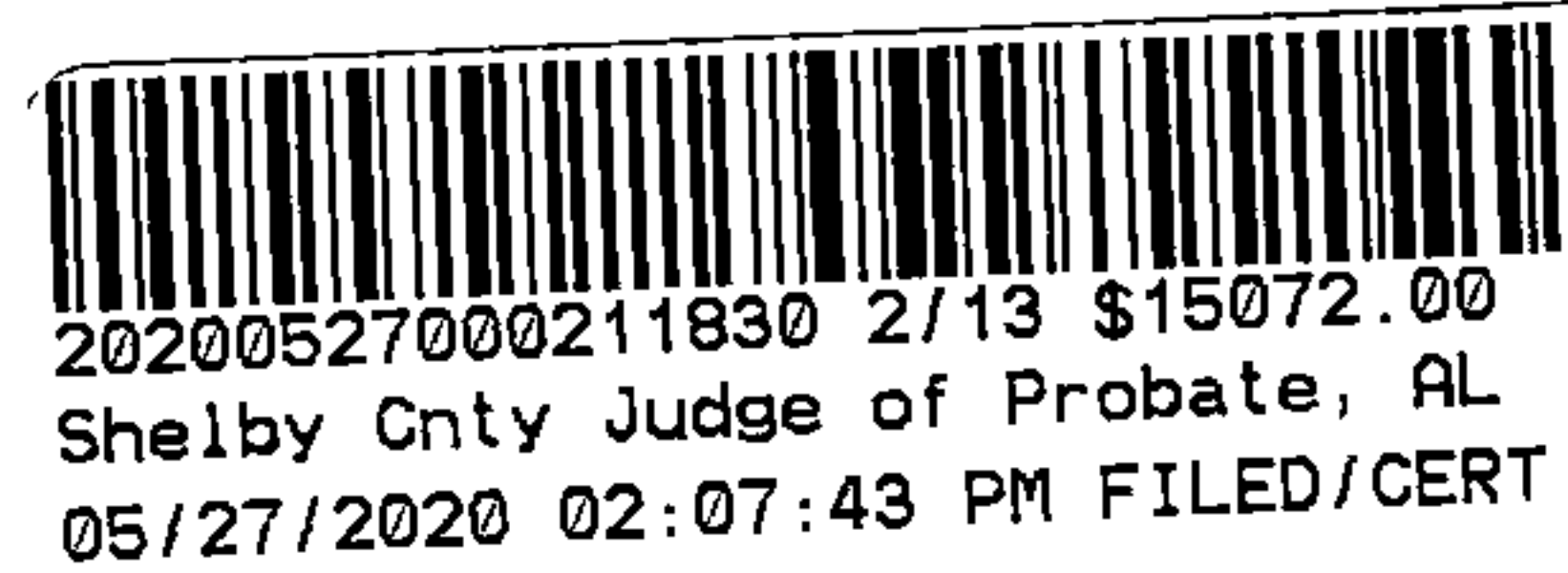
STATE OF ALABAMA)
SHELBY COUNTY)
JEFFERSON COUNTY)

****Mortgage Tax in the amount of \$10,086.00 (67.24%) is due to Shelby County, Alabama and \$4,914.00 (32.76%) is due to Jefferson County, Alabama.****

**AMENDMENT TO
MASTER MORTGAGE**

THIS AMENDMENT TO MASTER MORTGAGE ("Amendment") amends that certain Master Mortgage, executed on May 6, 2016, and amended by that Amendment to Master Mortgage executed on June 10, 2016, and further amended by that Amendment to Master Mortgage dated February 28, 2017, and further amended by that Amendment to Master Mortgage executed on May 25, 2018, and further amended by that Amendment to Master Mortgage dated May 24, 2019, and various other amendments as from time to time recorded thereto (hereinafter Mortgage together with any and all amendments and modifications, collectively referred to as the "Mortgage") by **NSH CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB HOLDING CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226, **SB DEV. CORP.**, an Alabama corporation, whose address is 3545 Market Street, Birmingham, Alabama 35226; **NSH NASHVILLE, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226; **BRENLEY CROSSING PARTNERS, LLC**, a Tennessee limited liability company whose address is 3545 Market Street, Birmingham, Alabama 35226; and **JACKSON HILLS PARTNERS, LLC**, a Tennessee limited liability company, **BLACKRIDGE PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **BROCK POINT PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **FLEMMING PARTNERS, LLC**, an Alabama limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, **MCDANIEL FARMS PARTNERS, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226, and **MCDANIEL ESTATES PARTNERS, LLC**, a Tennessee limited liability company, whose address is 3545 Market Street, Birmingham, Alabama 35226 (hereinafter jointly, severally and collectively referred to as the "Mortgagor") in favor of **REGIONS BANK**, whose address is 1592 Montgomery Highway, Birmingham, Alabama 35216 (hereinafter "Lender").

NOTES TO CLERK: (1) THIS AMENDMENT ADDS ADDITIONAL MORTGAGED PROPERTY TO THE MORTGAGE; (2) THIS AMENDMENT INCREASES THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE BY AN AMOUNT OF \$10,000,000.00; (3) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THE MORTGAGE, AS AMENDED, IS \$37,000,000.00; (4) THIS AMENDMENT DOES NOT CHANGE THE TERM OF THE MORTGAGE; (5) THIS IS AN AMENDMENT TO THAT CERTAIN MORTGAGE RECORDED AS INSTRUMENT NO. 20160506000154710, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY



COUNTY, ALABAMA; RECORDED AS INSTRUMENT NO. 20160509000250100 AND AMENDED BY INSTRUMENT 2017-00610424 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; AND RECORDED AS INST. # 2019078188 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.


WHEREAS, the Mortgage was recorded May 6, 2016, as Instrument No. 20160506000154710, and amended by Instrument No. 20160616000207600 recorded June 16, 2016, in the Office of the Judge of Probate of Shelby County, Alabama, and recorded May 9, 2016 as Instrument No. 20160509000250100 in the Office of the Judge of Probate of Madison County, Alabama, and pertains to the tract or parcel or parcels of land situated in Madison County and Shelby County, Alabama as referenced therein (collectively the "**Land**") (the Land together with any and all rights and properties, both tangible and intangible, as set forth or defined in the Mortgage shall collectively herein be referred to as the "**Mortgaged Property**").

WHEREAS, the Mortgage was amended to increase the maximum principal indebtedness secured thereby by an amount of \$5,000,000.00 such that the total principal indebtedness secured thereby should be \$12,000,000.00 by that Amendment to Master Mortgage filed for record October 31, 2017 as Instrument No. 20171031000393830 in the Office of the Judge of Probate of Shelby County, Alabama, and November 17, 2017 as Instrument 2017-00610424 in the Office of the Judge of Probate of Madison County, Alabama (hereinafter the "**2017 Amendment**").

WHEREAS, the Mortgage was further amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$5,000,000.00 such that the total principal indebtedness secured thereby should be \$17,000,000.00 by that Amendment to Master Mortgage filed for record June 27, 2018 as Instrument No. 20180627000228450 in the Office of the Judge of Probate of Shelby County, Alabama, and July 17, 2018 as Instrument 2018-00045510 in the Office of the Judge of Probate of Madison County, Alabama (hereinafter the "**2018 Amendment**").

WHEREAS, the mortgage was further amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$10,000,000.00 such that the total principal indebtedness secured thereby should be \$27,000,000.00 by that Amendment to Master Mortgage filed for record July 9, 2019 as Instrument No. 20190709000244580 in the Office of the Judge of Probate of Shelby County, Alabama, and July 26, 2019 as Instrument 2019-00047359 in the Office of the Judge of Probate of Madison County, Alabama, and August 1, 2019 as Instrument No. 2019078188 in the office of the Judge of Probate of Jefferson County, Alabama (hereinafter the "**2019 Amendment**").

WHEREAS, by this Amendment the Mortgage is further amended to increase the maximum principal indebtedness secured thereby by an additional amount of \$10,000,000.00 such that the total principal indebtedness secured thereby should be \$37,000,000.00.


20200527000211830 3/13 \$15072.00
Shelby Cnty Judge of Probate, AL
05/27/2020 02:07:43 PM FILED/CERT

WHEREAS, the Mortgage was given as security in accordance with the terms of a Master Revolving Line of Credit Promissory Note, dated May 6, 2016, as amended and renewed by that Master Revolving Line of Credit Promissory Note dated February 28, 2017, amended and renewed by that Master Revolving Line of Credit Promissory Note dated May 25, 2018, and further amended and renewed by that Master Revolving Line of Credit Promissory Note dated May 24, 2019, increasing the maximum principal amount available thereunder to the amount of \$40,000,000 ("**Master Note**") together with the notes and/or obligations referenced therein (the "**Existing Notes**") (the Master Note and Existing Notes, along with all renewals, extensions, amendments and modifications thereto shall be collectively referred to herein as the "**Note**") and payable in accordance with the terms thereof and as provided in the Master Revolving Credit Facility Agreement [Amended and Restated] dated May 24, 2019 ("**Master Agreement**") executed in connection with the Master Note, or those documents executed in connection with the Existing Notes (Master Note and Master Agreement along with all amendments, collectively the "**Agreement**").

WHEREAS, the Mortgage is the Master Mortgage referred to in the Agreement and given to secure \$37,000,000.00 of the principal amount of the Note, together with interest, and all renewals, extension and modifications thereto, along with all refinancings and all other additional indebtedness of Mortgagor to Lender.

WHEREAS, upon the recordation of the Mortgage privilege taxes in the amount of \$15,000.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, upon the recordation of the 2017 Amendment privilege taxes in the amount of \$7,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

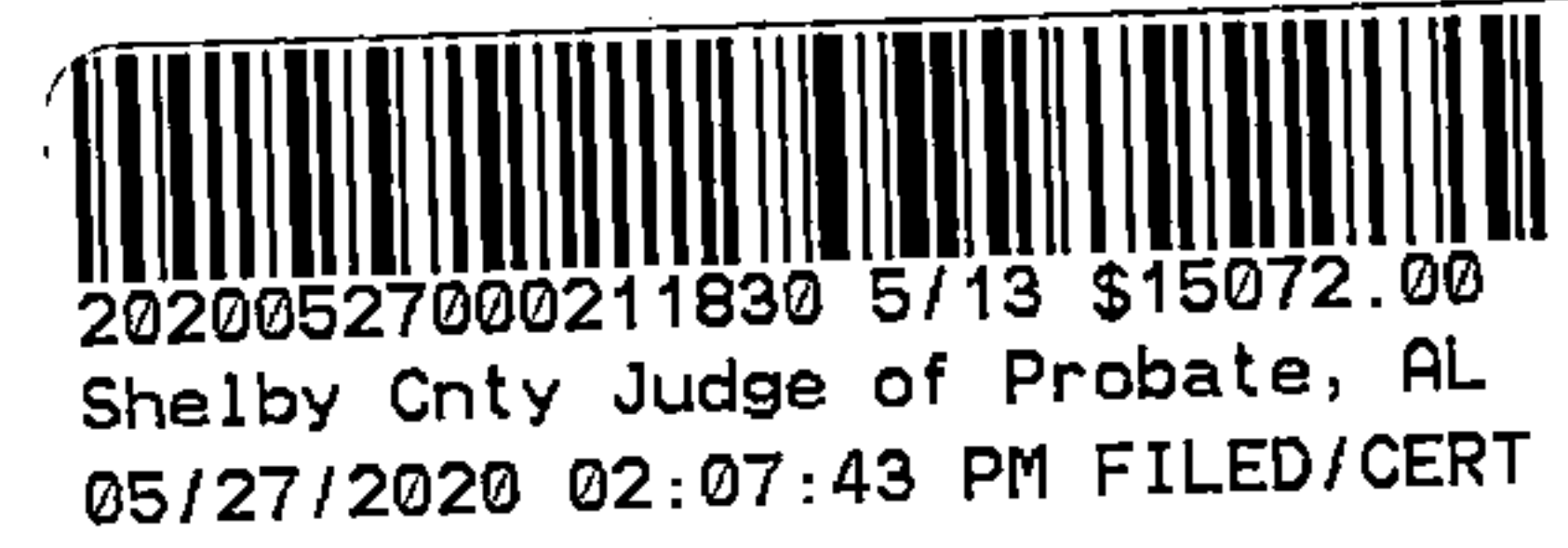
WHEREAS, upon the recordation of the 2018 Amendment privilege taxes in the amount of \$7,500.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, upon the recordation of the 2019 Amendment privilege taxes in the amount of \$15,000.00 (as required by Ala. Code 1975 § 40-22-2) were paid to the Office of the Judge of Probate of Shelby County, Alabama, and certified to the Offices of the Judges of Probate of Madison County, Alabama and Jefferson County, Alabama.

WHEREAS, Mortgagor and Lender have agreed to further amend the Mortgage to add the parcels of property described on **Exhibit A-1** hereto (the "**Additional Land**") to the description of the Mortgaged Property under the Mortgage.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and to induce Lender to lend additional monies to Mortgagor and Additional Mortgagor under the terms of the Agreement, the Mortgage is hereby amended as follows:

1. **Modification of Principal Amount Secured.** Henceforth the Mortgage shall specifically secure not only the existing indebtedness of Twenty-Seven Million and 00/100 Dollars (\$27,000,000.00) evidenced by the Note, as modified, amended and renewed, but also an additional advance or loan of Ten Million and 00/100 Dollars (\$10,000,000.00) made in connection herewith to Mortgagor, and all the interest thereon. The term "Debt" as used in the Mortgage shall be defined to mean the indebtedness of Thirty-Seven Million and 00/100 Dollars (\$37,000,000.00), including not only the existing indebtedness of Twenty-Seven Million and 00/100 Dollars (\$27,000,000.00), but also the Ten Million and 00/100 Dollars (\$10,000,000.00) advance or loan being made in connection herewith, evidenced by the Note as amended, modified and renewed, together with interest thereon, and all extensions and renewals thereof, along with all interest thereon, and all extensions, and renewals thereof.
2. **Additional Land.** Exhibit A to the Mortgage is amended to add the Additional Land described on **Exhibit A-1** hereto, which Additional Land shall in all respects be considered as part of the Mortgaged Property under the Mortgage to the same extent as if originally included under the real property described in said **Exhibit A**. For good and valuable consideration, Borrower does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the Additional Land (and all other "Mortgaged Property" as described in the Mortgage as applicable to the Additional Land), to secure the same indebtedness (however described) as set forth in the Mortgage and under the same terms, conditions, warranties and representations as set forth in the Mortgage, all of which are hereby adopted by reference.
3. Borrower hereby warrants that, subject to those matters as otherwise set forth on record in the Office of the Judge of Probate of the respective counties in which the property is located, it is lawfully seized of an indefeasible estate in fee simple in Additional Land, and has good and absolute title to all existing personal property hereby granted as security with respect to such Additional Land, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, 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 Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.
4. **Further Action.** Mortgagor hereby agrees and directs Lender to take any action necessary to conform the Mortgage and the Agreement to the terms as herein cited and by these presents accepts and confirms their liability under said Mortgage and Agreement with the terms as herein modified.



5. **Continuing Validity.** All of the terms and provisions of the Mortgage not specifically amended herein, are hereby reaffirmed, ratified and restated. This Amendment amends the Mortgage and is not a novation thereof.

[Signatures and Acknowledgments on following Pages]

[Remainder of this page intentionally left blank]

20200527000211830 6/13 \$15072.00
Shelby Cnty Judge of Probate, AL
05/27/2020 02:07:43 PM FILED/CERT

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective this 22nd day of May, 2020.

SB DEV. CORP., an Alabama corporation



J. Daryl Spears, Chief Financial Officer

SB HOLDING CORP., an Alabama corporation



J. Daryl Spears, Chief Financial Officer

NSH NASHVILLE, LLC, a Tennessee limited liability company

By: **NSH Corp.**, an Alabama corporation
(Sole member of NSH Nashville, LLC)



J. Daryl Spears, Chief Financial Officer

NSH CORP., an Alabama corporation



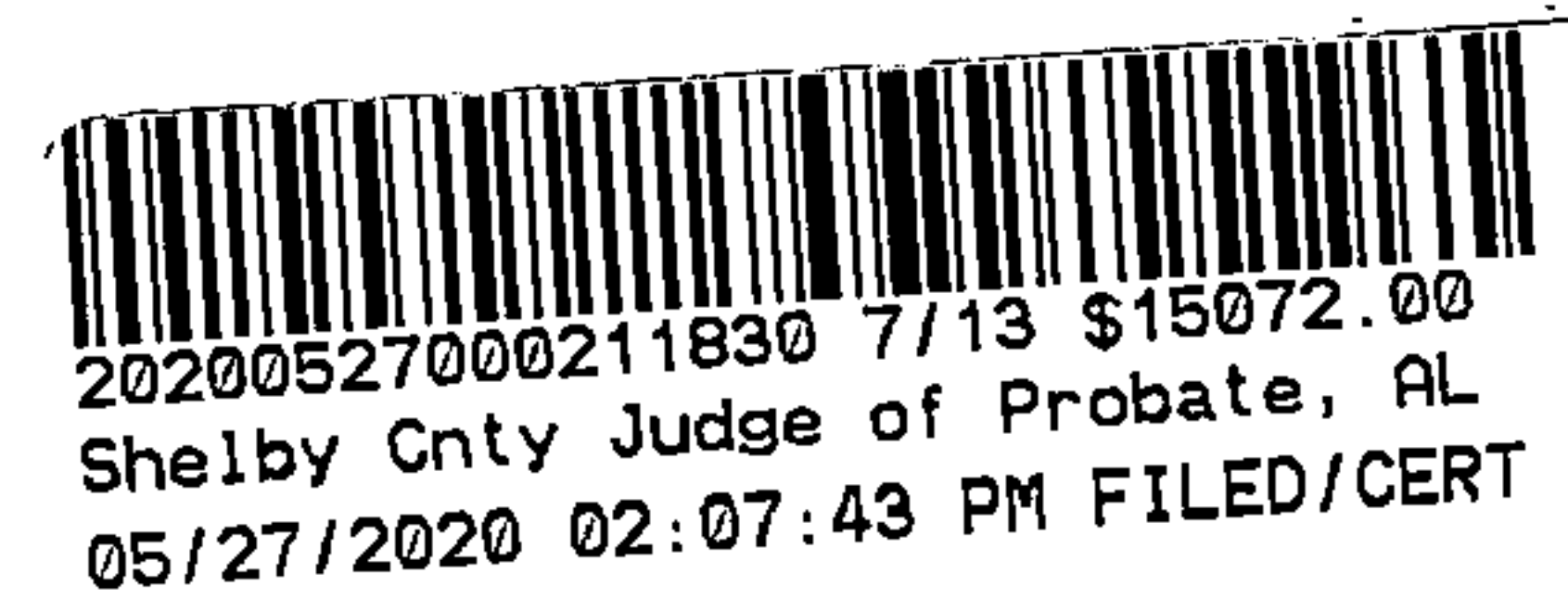
J. Daryl Spears, Chief Financial Officer

BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company

By: **SB HOLDING CORP.**, an Alabama corporation
(Managing Member of Brenley Crossing Partners, LLC)



J. Daryl Spears, Chief Financial Officer



JACKSON HILLS PARTNERS, LLC, a Tennessee
limited liability company
By: **SB HOLDING CORP.**, an Alabama corporation
(Managing Member of Brenley Crossing Partners,
LLC)



J. Daryl Spears, Chief Financial Officer

BLACKRIDGE PARTNERS, LLC, an Alabama
limited liability company
By: **SB Holding Corp.**, an Alabama corporation
(Managing Member of Blackridge Partners, LLC)



J. Daryl Spears, Chief Financial Officer

BROCK POINT PARTNERS, LLC, an Alabama
limited liability company
By: **SB Holding Corp.**, an Alabama corporation
(Managing Member of Brock Point Partners, LLC)



J. Daryl Spears, Chief Financial Officer

LAKE WILBORN PARTNERS, LLC, an Alabama
limited liability company
By: **SB Holding Corp.**, an Alabama corporation
(Managing Member of Lake Wilborn Partners, LLC)



J. Daryl Spears, Chief Financial Officer

20200527000211830 8/13 \$15072.00
Shelby Cnty Judge of Probate, AL
05/27/2020 02:07:43 PM FILED/CERT

FLEMMING PARTNERS, LLC, an Alabama limited liability company

By: SB Holding Corp., an Alabama corporation
(Managing Member of Flemming Partners, LLC)



J. Daryl Spears, Chief Financial Officer

MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company

By: SB HOLDING CORP., an Alabama corporation
(Managing Member of McDaniel Farms Partners, LLC)



J. Daryl Spears, Chief Financial Officer

MCDANIEL ESTATES PARTNERS, LLC, a Tennessee limited liability company

By: SB HOLDING CORP., an Alabama corporation
(Managing Member of McDaniel Estates Partners, LLC)

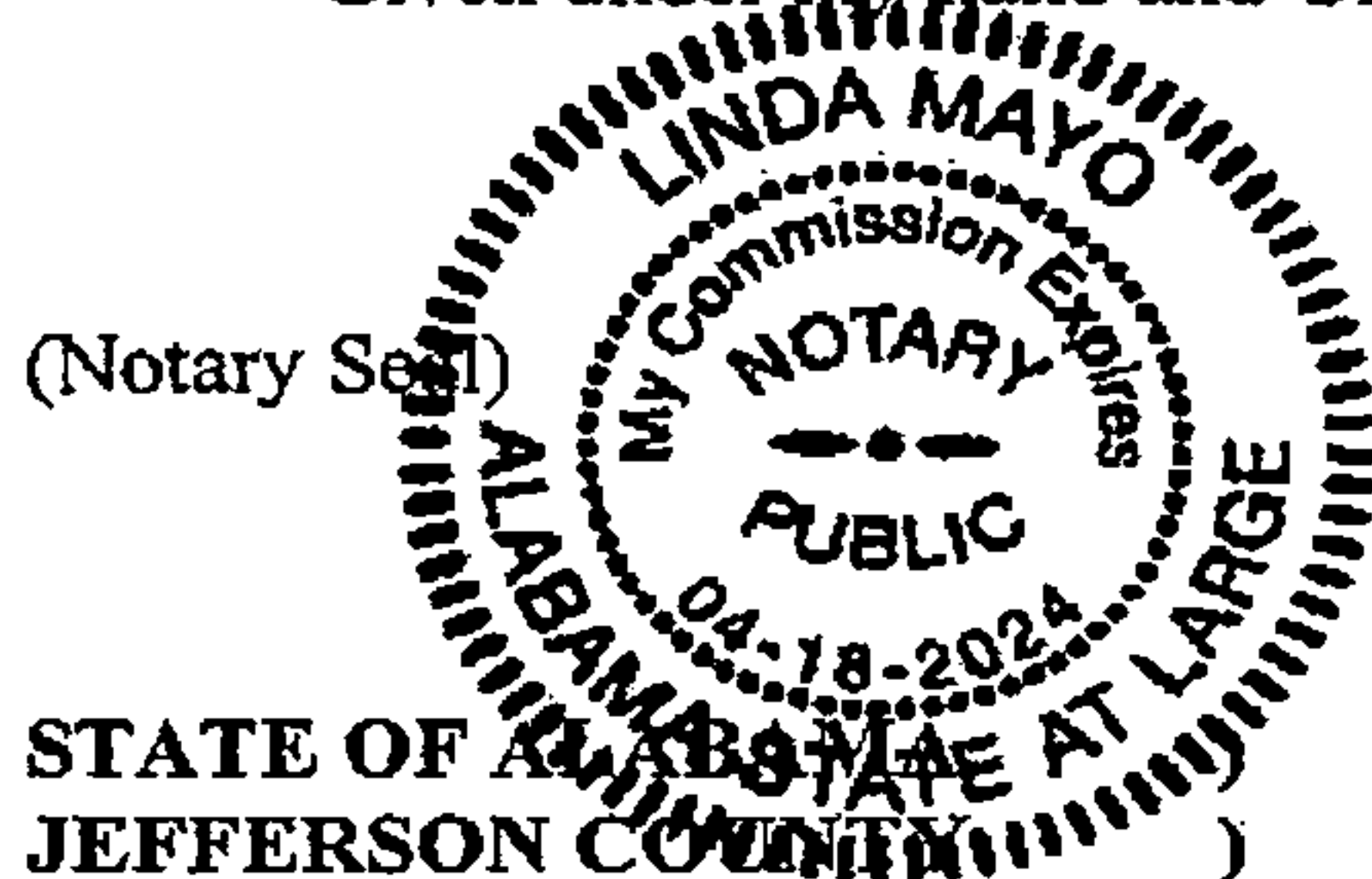


J. Daryl Spears, Chief Financial Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB DEV. CORP., an Alabama corporation, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

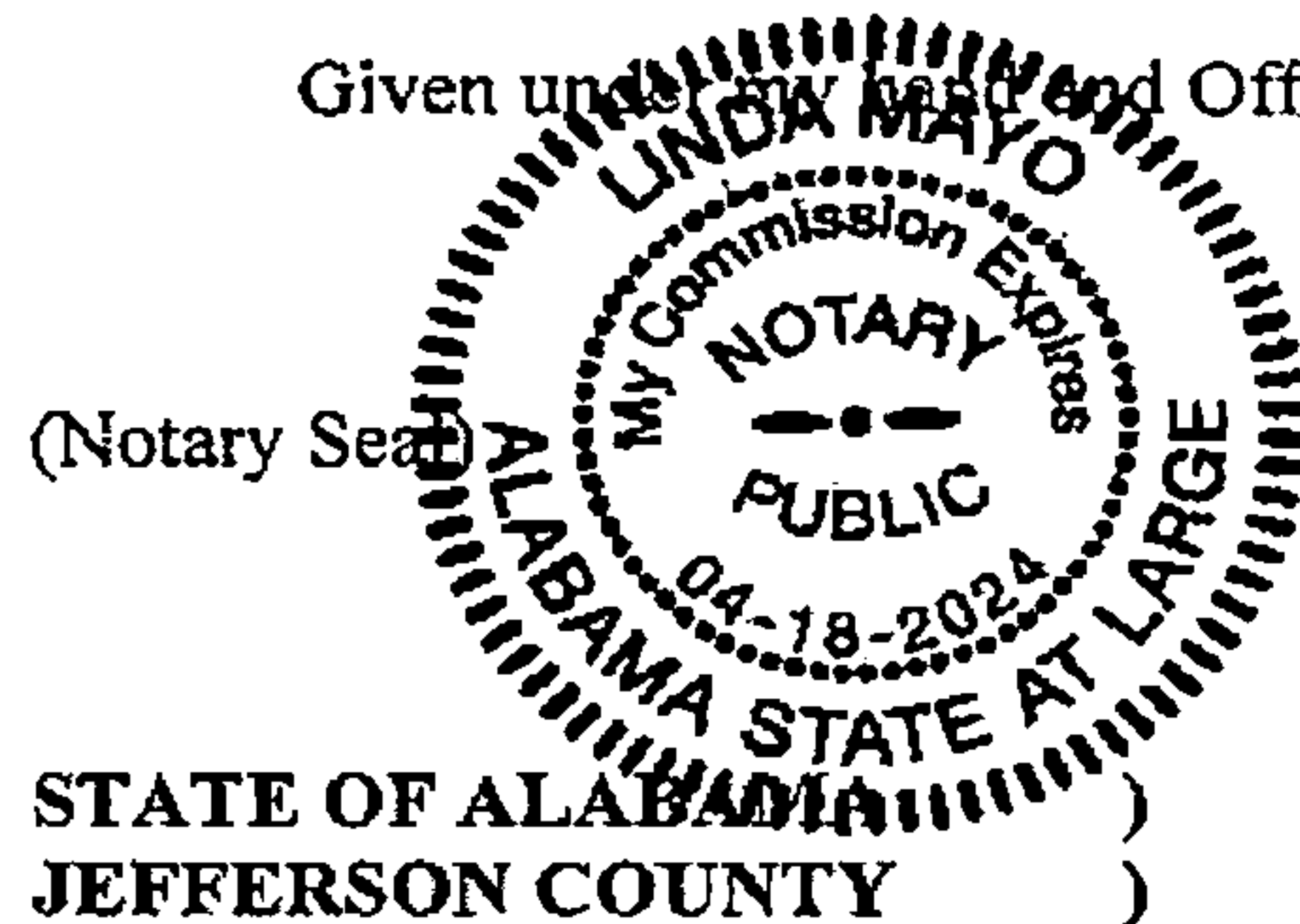
Given under my hand and Official seal this 22nd day of May, 2020.



Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

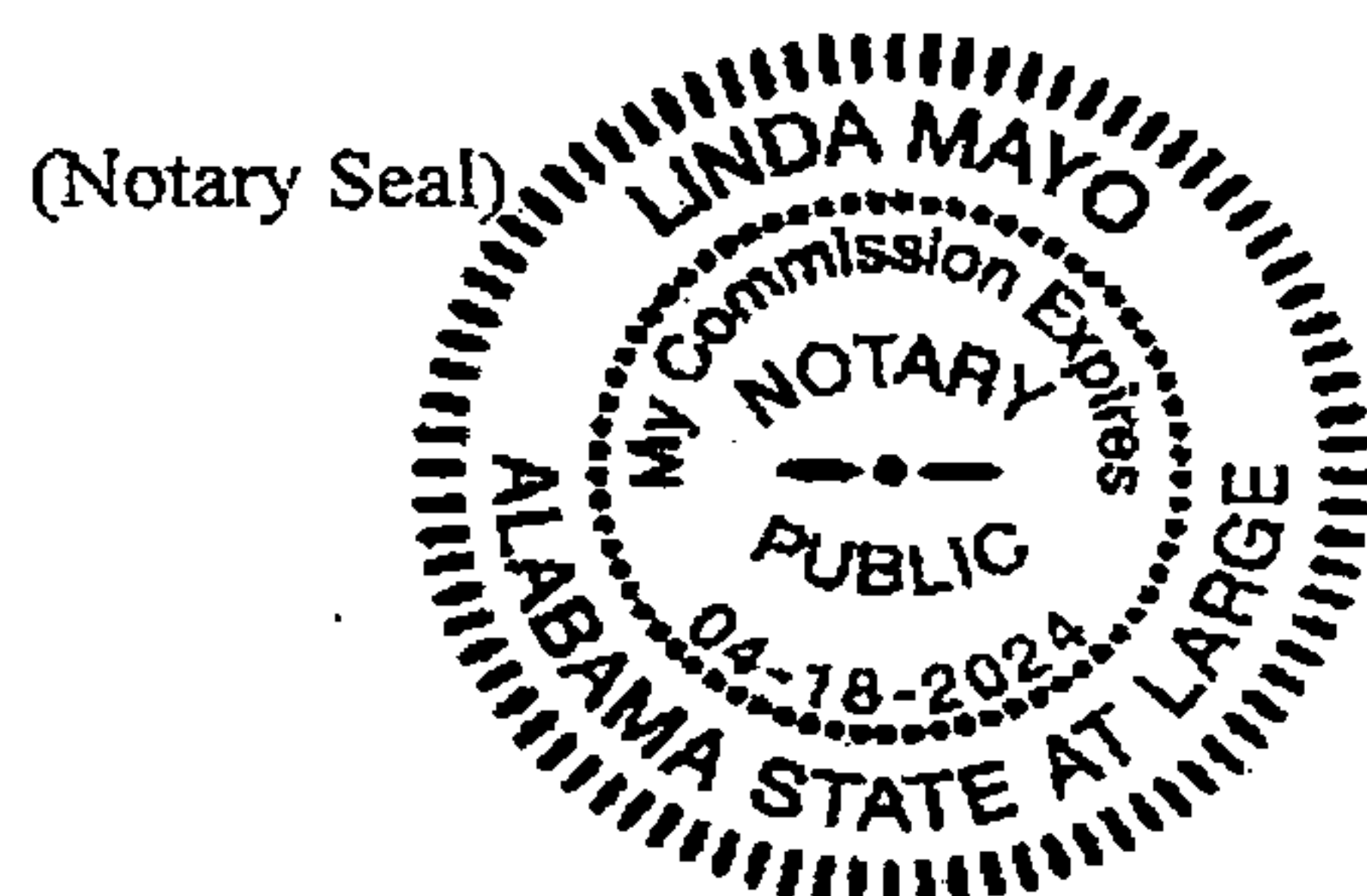
Given under my hand and Official seal this 22nd day of May, 2020.



Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of NSH CORP., an Alabama corporation, who is the sole member of NSH NASHVILLE, LLC, a Tennessee limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.



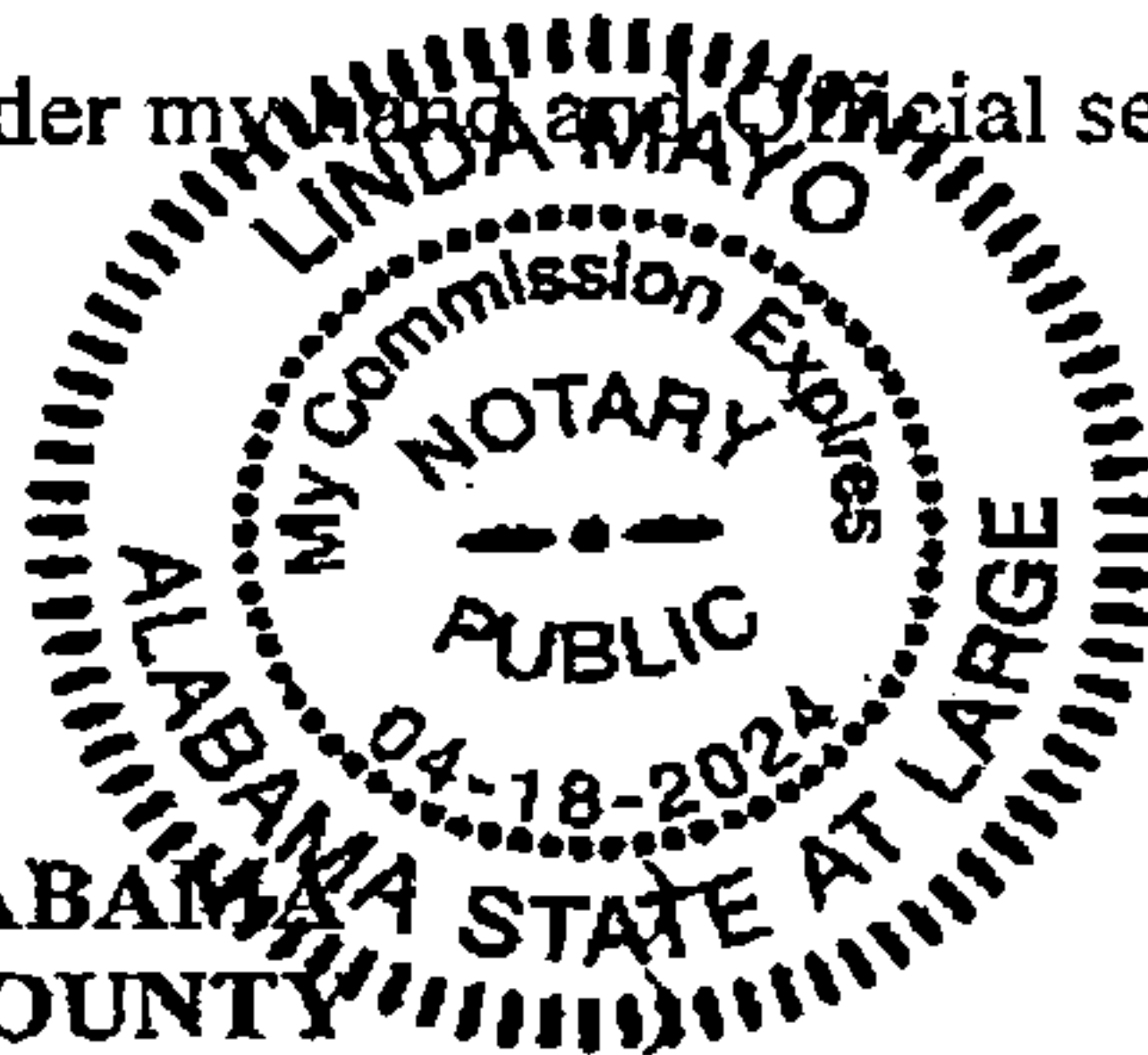
Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of BLACKRIDGE PARTNERS, LLC, an Alabama limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



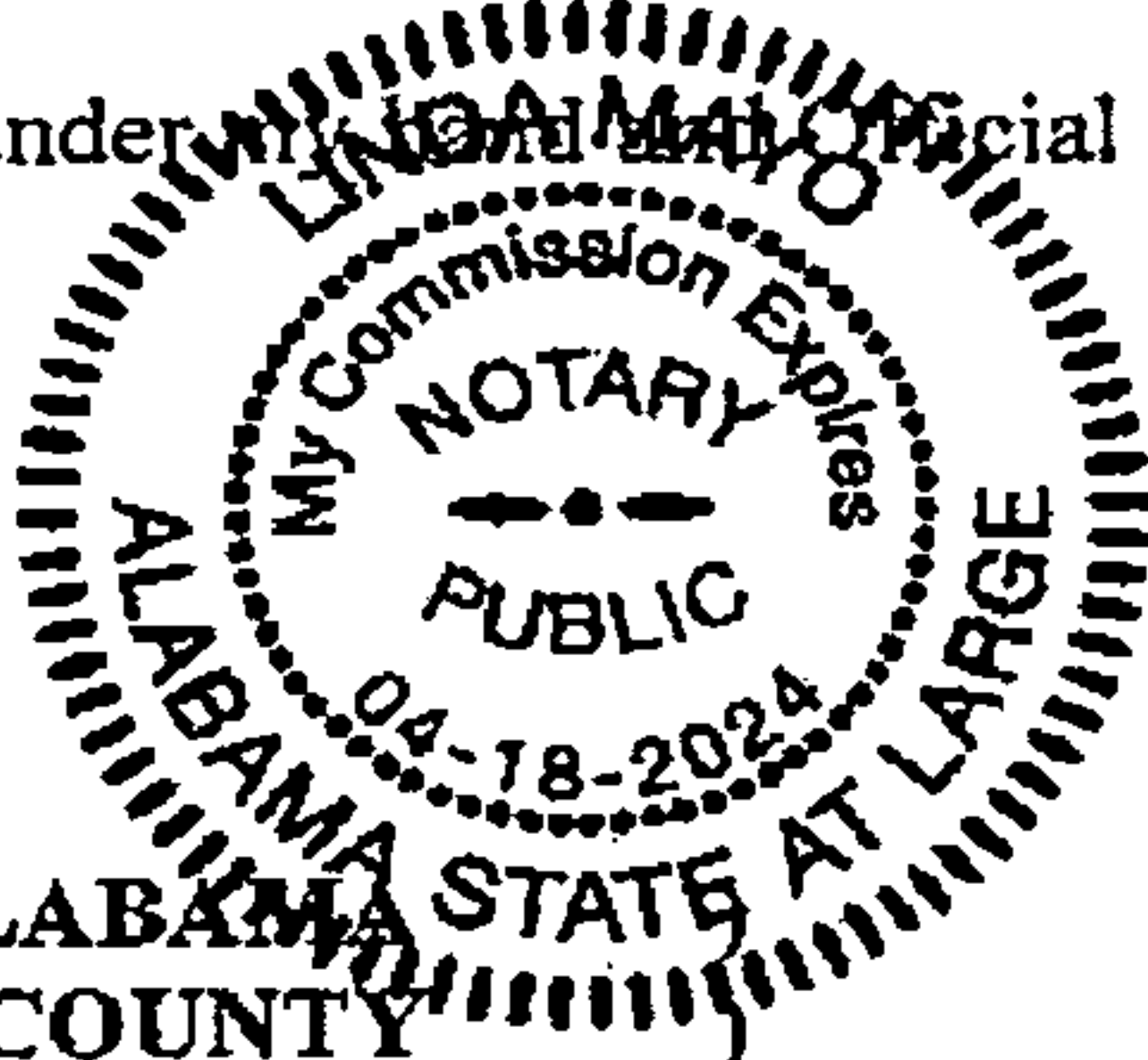
Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of BROCK POINT PARTNERS, LLC, an Alabama limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



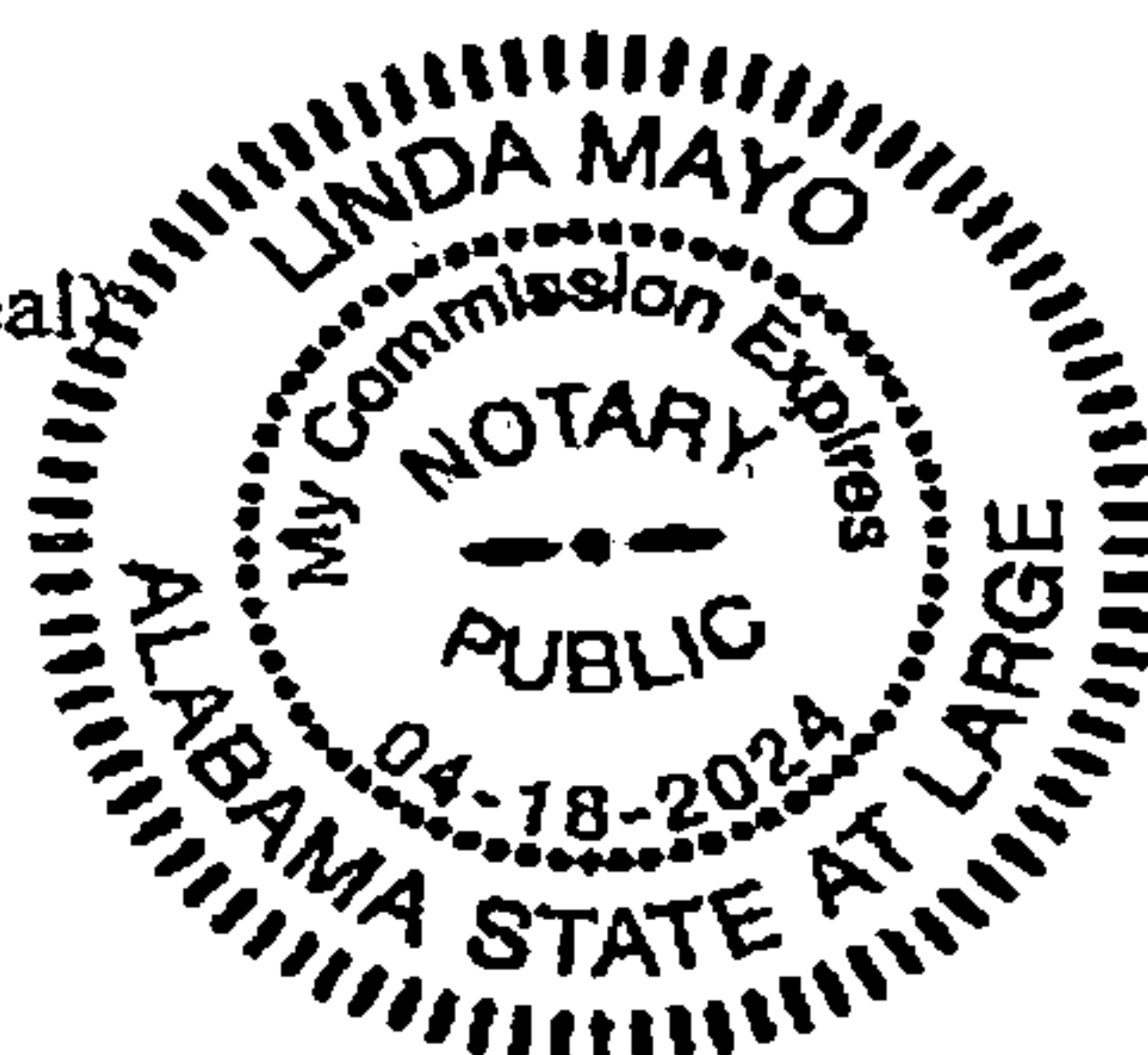
Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



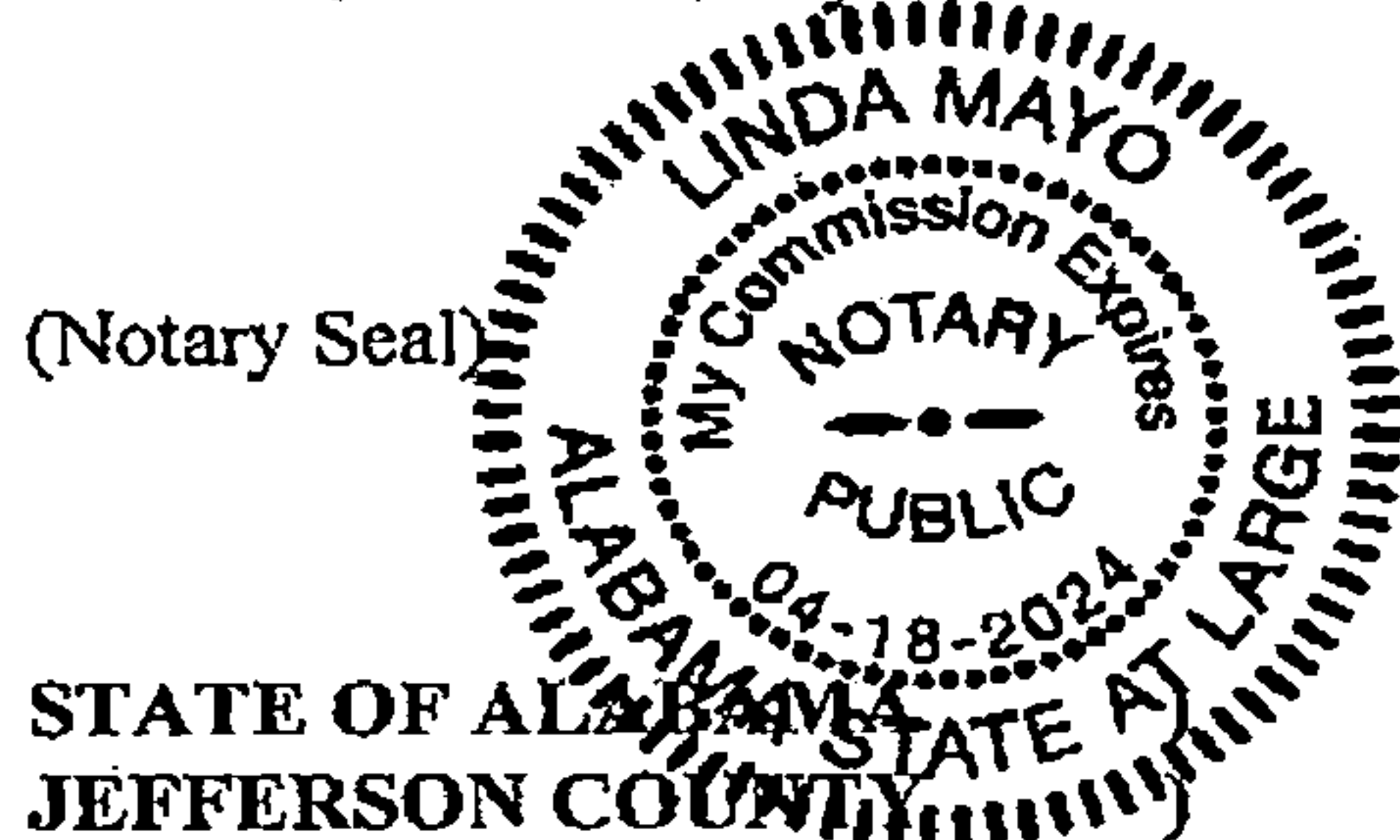
Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

20200527000211930 11/13 \$15072.00
Shelby Cnty Judge of Probate, AL
05/27/2020 02:07:43 PM FILED/CERT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of NSH CORP., an Alabama corporation, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

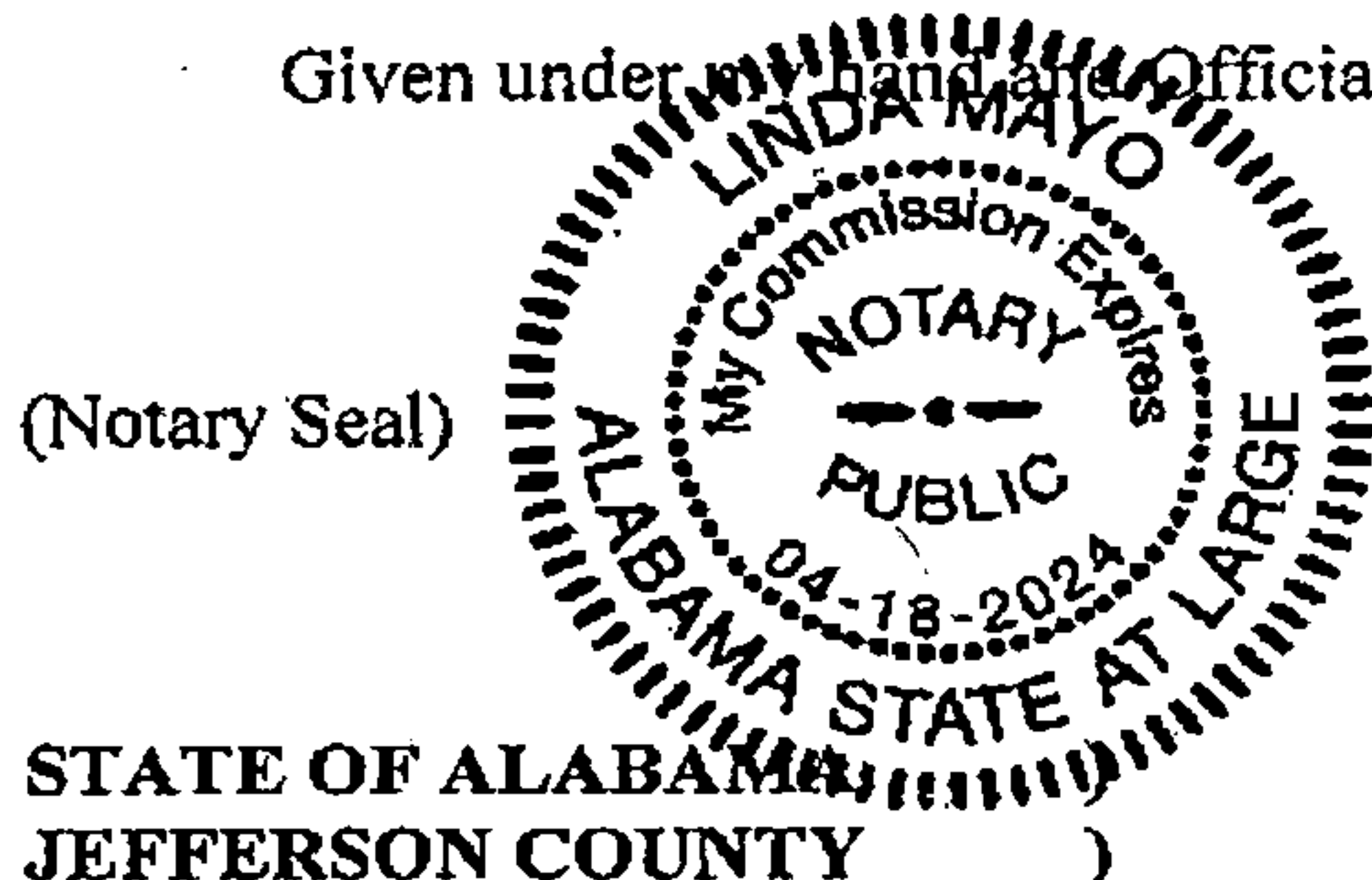
Given under my hand and Official seal this 22nd day of May, 2020.



Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of BRENLEY CROSSING PARTNERS, LLC, a Tennessee limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

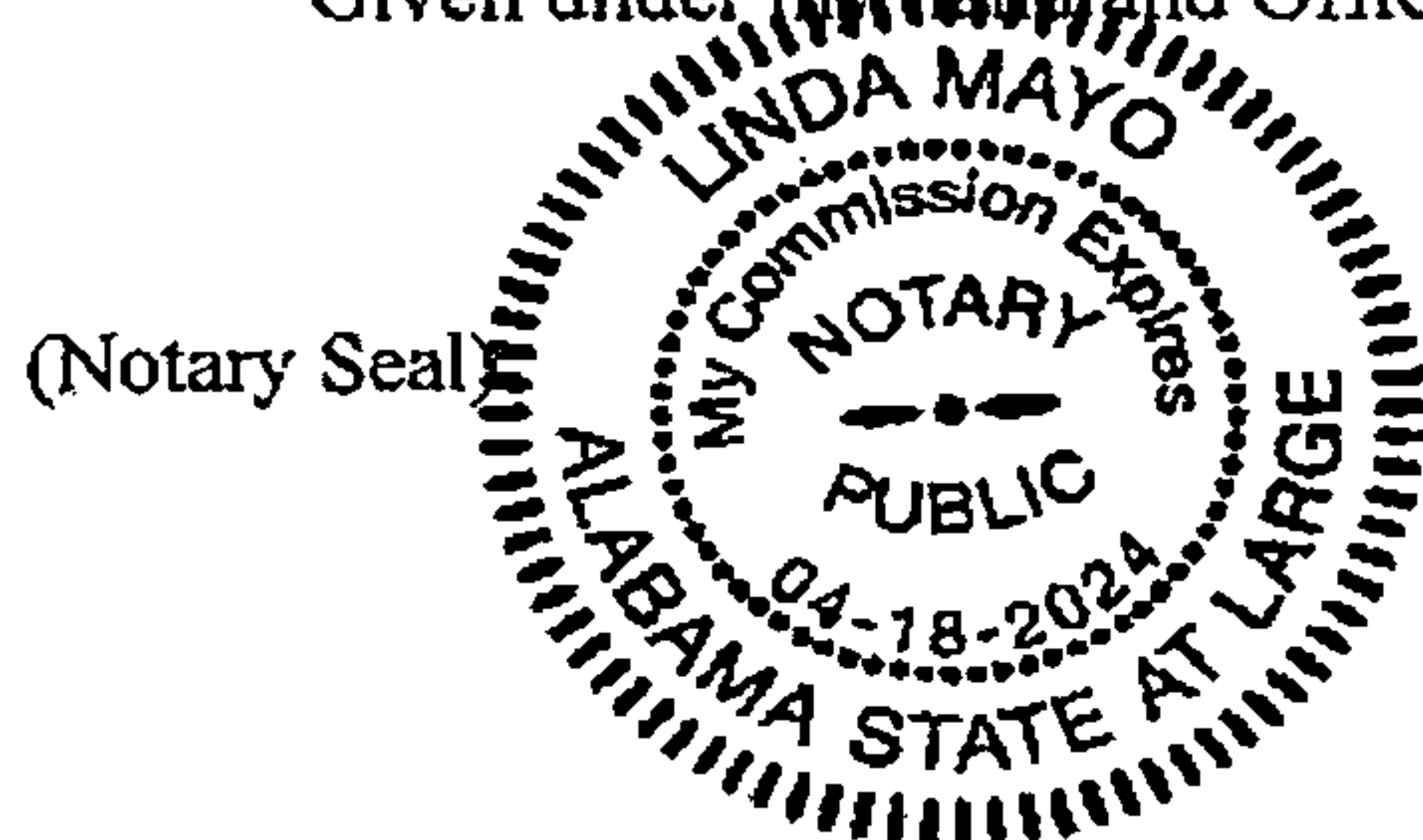
Given under my hand and Official seal this 22nd day of May, 2020.



Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of JACKSON HILLS PARTNERS, LLC, a Tennessee limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.



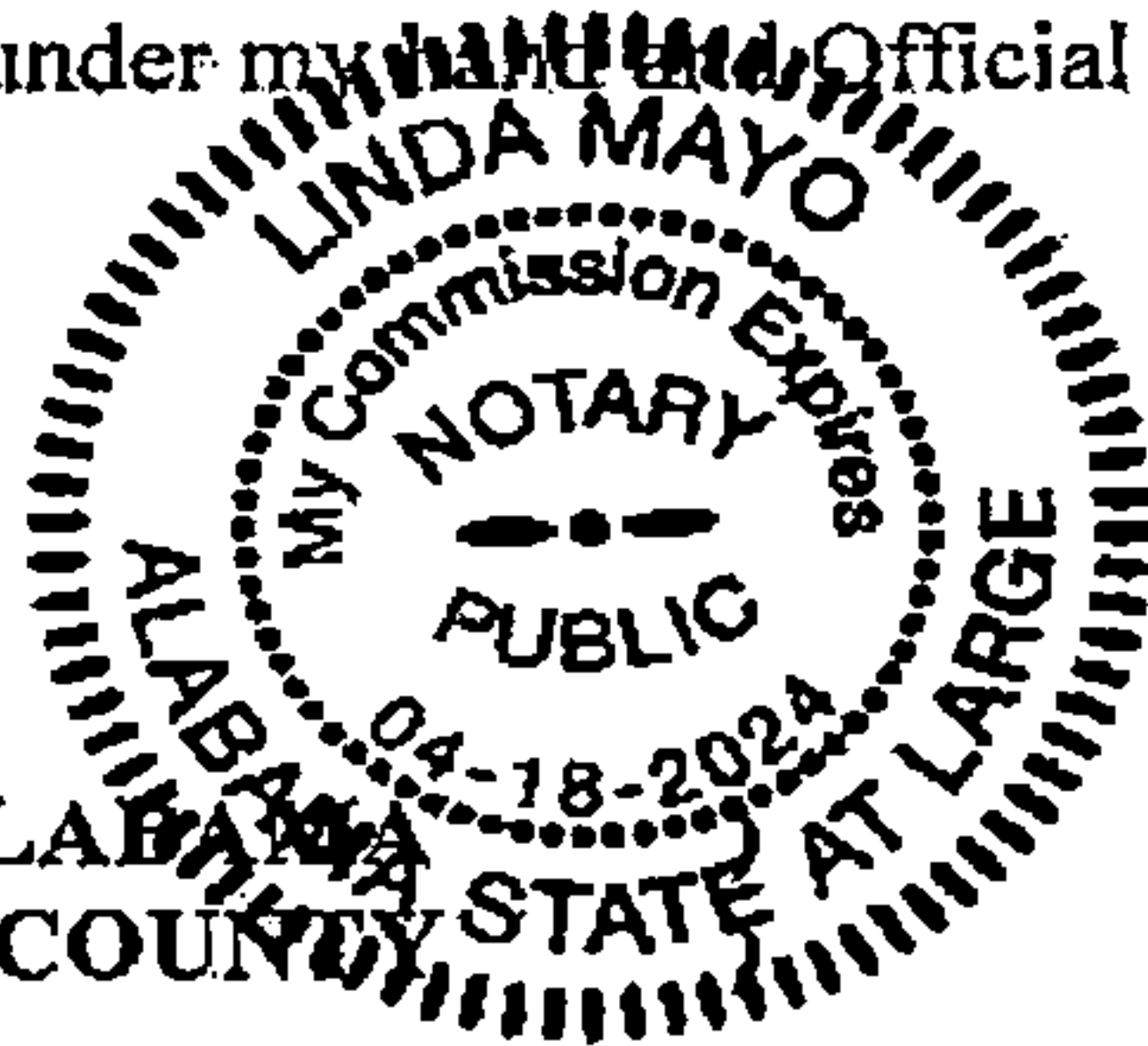
Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of FLEMMING PARTNERS, LLC, an Alabama limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



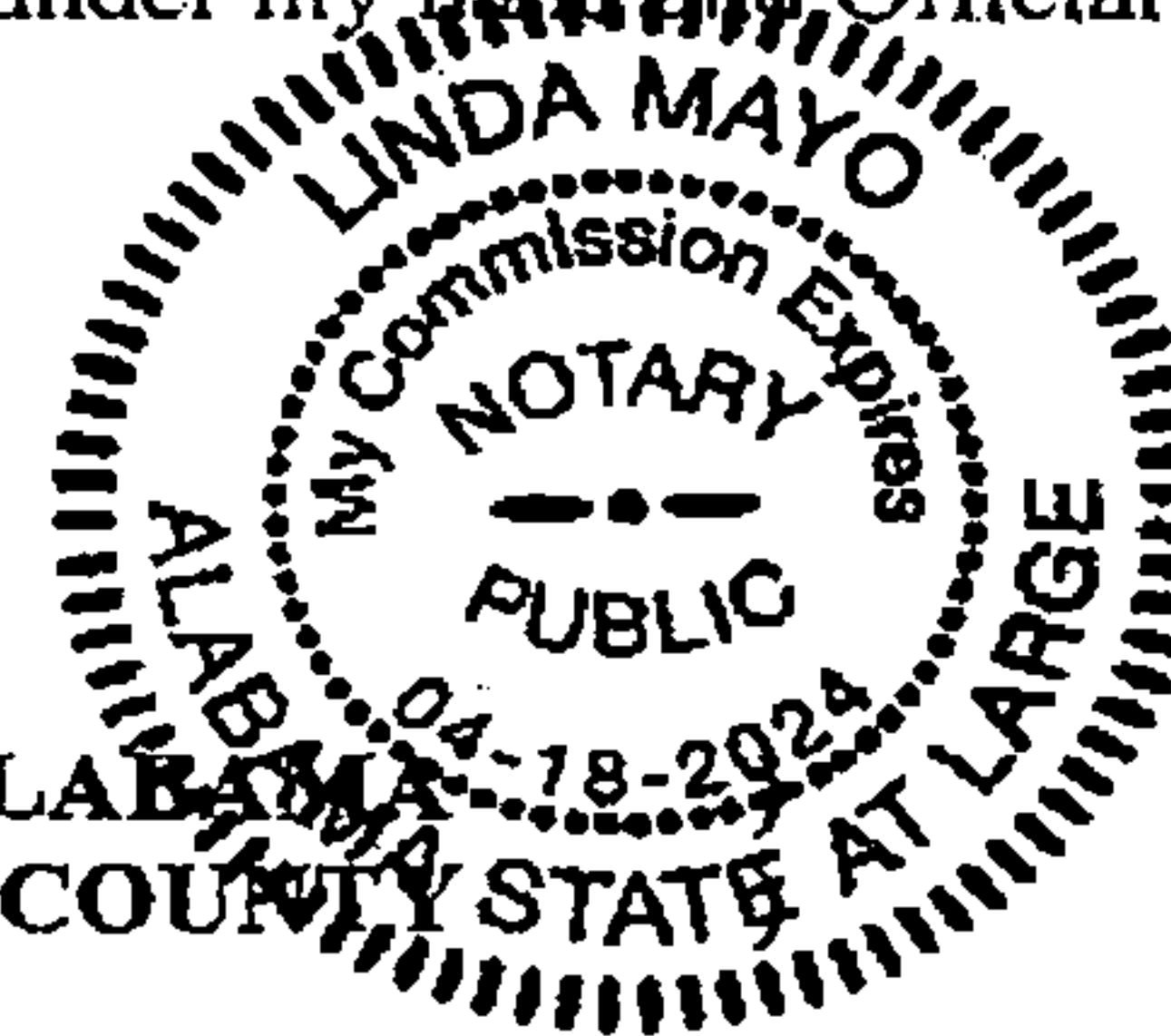
STATE OF ALABAMA
JEFFERSON COUNTY

Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of MCDANIEL FARMS PARTNERS, LLC, a Tennessee limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



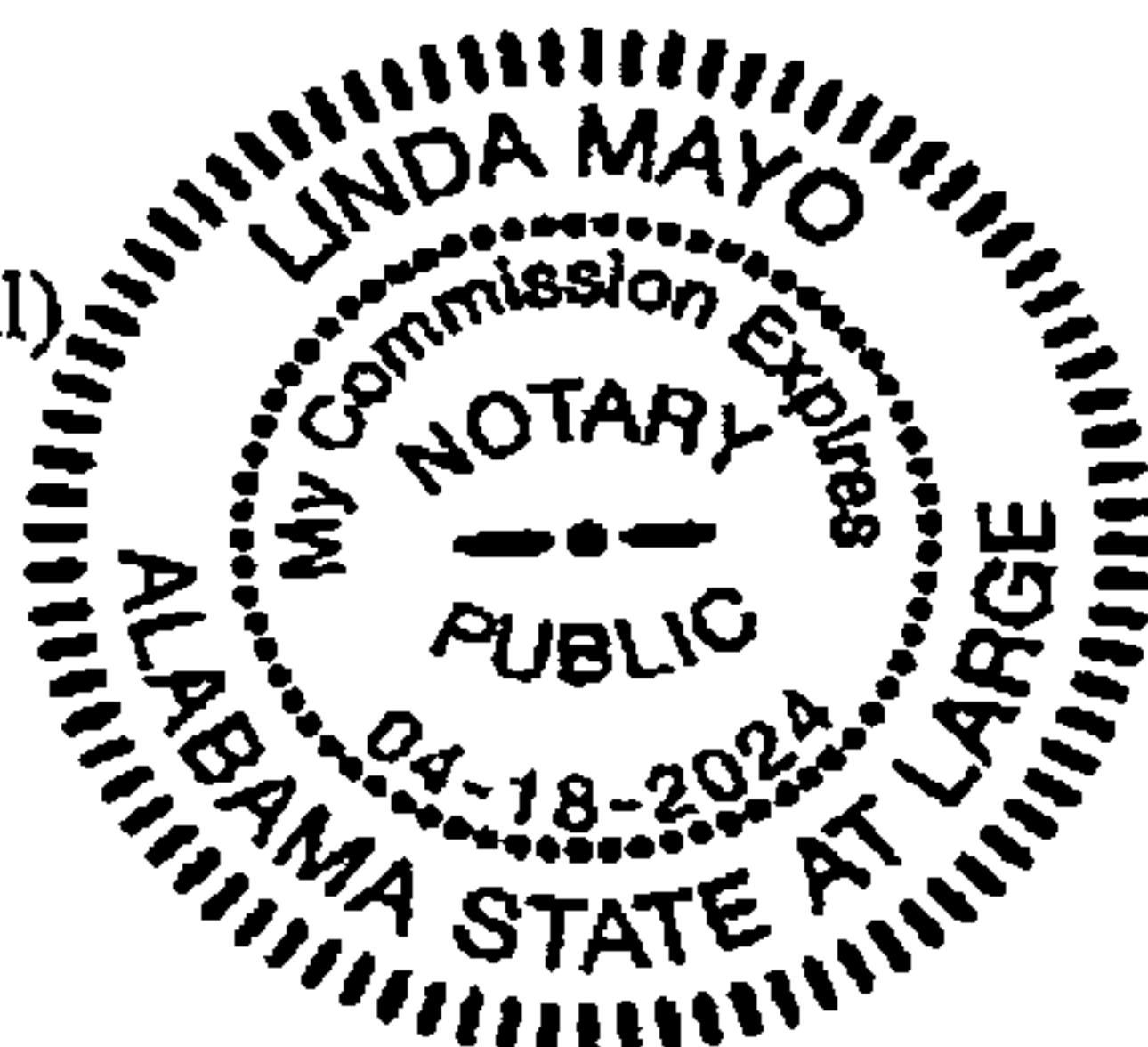
STATE OF ALABAMA
JEFFERSON COUNTY

Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

I, the undersigned Notary Public, in and for said County and State hereby certify that J. Daryl Spears, as Chief Financial Officer of SB HOLDING CORP., an Alabama corporation, who is the managing member of MCDANIEL ESTATES PARTNERS, LLC, a Tennessee limited liability company, whose name 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, as such Chief Financial Officer and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 22nd day of May, 2020.

(Notary Seal)



Linda Mayo
Notary Public
My Commission Expires: 04-18-2024

EXHIBIT A-1

State of Alabama,
Jefferson and Shelby Counties,

A parcel of land situated in the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 20 South, Range 3 West, the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and in the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 19 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

BEGIN at a 3 inch capped pipe at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 20 South, Range 3 West, Shelby County Alabama and run in a Easterly direction along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 732.39 feet to an Alabama Engineering capped iron pin; thence turn an interior angle to the right of $138^{\circ}44'33''$ and run in a Northeasterly direction for a distance of 2132.65 feet to a found capped rebar (GSA); thence turn an interior angle to the right of $107^{\circ}43'09''$ and run in a Northwesterly direction of 884.84 feet to a found capped rebar (GSA); thence turn an interior angle to the right of $151^{\circ}31'09''$ and run in a Northwesterly direction of 386.65 feet to a non-tangent curve to the right having a radius of 1525.00 feet and a central angle of $04^{\circ}13'03''$; thence turn an interior angle to the right of $102^{\circ}58'42''$, angle measured to the tangent, and run in a Southwesterly direction, along the arc of said curve, for a distance of 112.25 feet to an Alabama Engineering capped iron pin; thence run tangent from said curve, in a Southwesterly direction, for the distance of 128.58 feet to an Alabama Engineering iron pin at the P.C. (Point of Curvature) of a curve to the left having a radius of 475.00 feet and a central angle of $10^{\circ}55'05''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 90.51 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 569.20 feet to an Alabama Engineering iron pin at the P.C. of a curve to the left having a radius of 475.00 feet and a central angle of $03^{\circ}52'06''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 32.07 feet; thence run tangent from said curve, in a Southwesterly direction, for a distance of 333.71 feet to an Alabama Engineering iron pin at the P.C. of a curve to the left having a radius of 475.00 feet and central angle of $06^{\circ}23'07''$; thence run in a Southwesterly direction, along the arc of said curve, for a distance of 52.94 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 78.47 feet to an Alabama Engineering iron pin at the P.C. of a curve to the right at the having a radius of 1525.00 feet and a central angle of $05^{\circ}03'28''$; thence run in a Southwesterly direction, along the arc of said curve, for the distance of 134.58 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for the distance of 362.15 feet to an Alabama Engineering iron pin at the P.C. of a curve to the right having a radius of 525.00 feet and a central angle of $25^{\circ}35'34''$; thence run in a Southwesterly direction, along the arc of the curve, for a distance of 231.52 feet to an Alabama Engineering iron pin; thence run tangent from said curve, in a Southwesterly direction, for a distance of 194.25 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $142^{\circ}11'12''$ and run in a Southwesterly direction for a distance of 651.54 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $189^{\circ}05'00''$ and run in a Southwesterly direction for a distance of 1181.30 feet to an Alabama Engineering iron pin; thence turn an interior angle to the right of $97^{\circ}15'54''$ and run in a Southeasterly direction for a distance of 646.60 feet to an Alabama Engineering iron pin; thence turn a interior angle to the right of $90^{\circ}00'00''$ and run in a Northeasterly direction for a distance of 378.95 feet to an Alabama Engineering iron pin; thence turn a interior angle to the right of $139^{\circ}21'25''$ and run in a Northerly direction for a distance of 986.01 feet to the POINT OF BEGINNING.

Said parcel containing 75.7 acres, more or less.