

This instrument prepared by:
Gregory D. Harrelson, Esq
Harrelson Law Firm, LLC
101 Riverchase Pkwy East
Hoover, AL 35244

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MORT 1/9

_____[Space Above This Line For Recording Only]_____

MORTGAGE

THIS MORTGAGE is made this 14th day of April, 2021, between the Mortgagor, Highpointe Partners, LLC, an Alabama limited liability company (herein "Borrower"), whose mailing address is 120 Bishop Circle, Pelham, AL 35124, and the Mortgagee, Gene Borgosz (herein "Lender"), whose mailing address is 2333 Indian Crest Drive, Indian Springs, AL 35124.

WHEREAS, Borrower is indebted to Lender in the principal sum of **Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000.00) with an interest rate of 12% per annum**, which indebtedness is evidenced by Borrower's note dated the 14th day of April, 2021, (herein Note), providing for quarterly installment payments, with the balance of the indebtedness, if not sooner paid, due and payable on **March 30, 2023**.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 20 herein (herein Future Advances), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, State of Alabama:

See Exhibit "A" attached hereto

Preparer makes no representation as to the accuracy of the legal description and offers no opinion as to the title to this parcel.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. There shall be no penalty for early payoff.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender receipts evidencing

such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, storm, hazards included with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damage, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part thereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate

permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender'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 any part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 hereof or change the amount of such installments.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender 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 procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect

other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person whom the Property is to be sold or transferred reached an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date of the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 13 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in **Shelby County, Alabama**, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall remain in full force and effect as if

no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

20. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

21. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Waiver of Homestead, Dower or Curtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

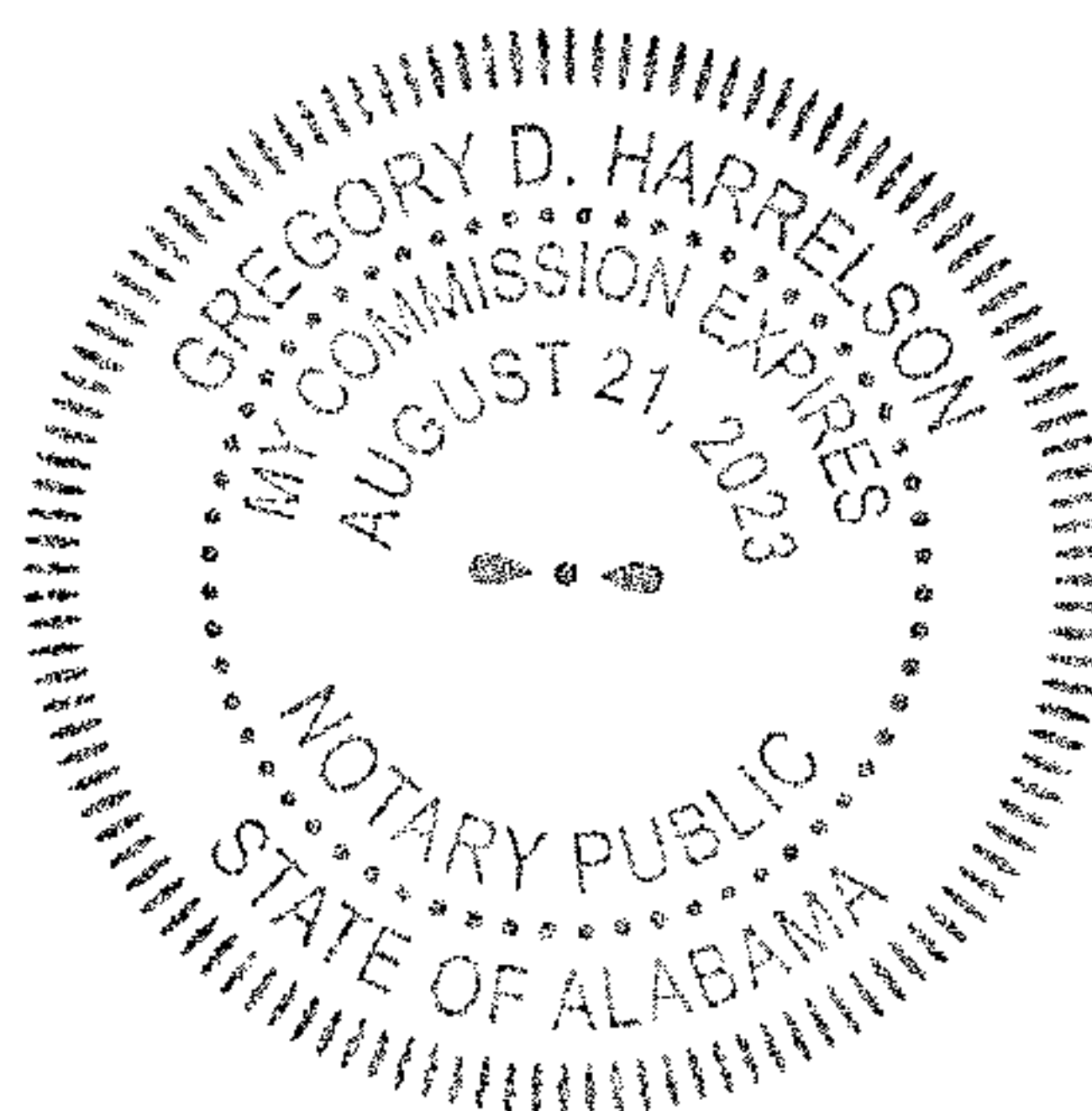
Highpointe Partners, LLC
Alabama limited liability company

By: Connor Farmer - Member

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Connor Farmer, whose name as member of Highpointe Partners, LLC, an Alabama limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Member of Highpointe Partners, LLC and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 14th day of April, 2021.



Gregory D. Harrelson
NOTARY PUBLIC
Commission expires: 8/21/23

EXHIBIT "A"

Legal Description:

Parcel 1:

That part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ which lies West of Yellow Leaf Creek and South of Middle Ditch or drain in Section 3, Township 20, Range 1 East, more particularly described as starting at the intersection line between Section 3 and 4 in Township 20, Range 1 East, where the same is intersected by Yellow Leaf Creek, going thence North 159 yards; thence East 163 yards to Yellow Leaf Creek; thence up said creek 201 yards to starting point. Also a parcel starting at the mouth of Middle Ditch in the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 20, Range 1 East and running East in line with Middle Ditch 110 yards to Yellow Leaf Creek; thence North down said creek 226 yards to a natural dam; thence Westerly along said natural dam and ditch 100 yards to the mouth of a ditch connecting with Middle Ditch; thence up said connecting ditch South to the mouth of Middle Ditch or starting point 132 yards, containing 4 acres more or less. That part of the NE $\frac{1}{4}$ of Section 4, Township 20, Range 1 East and that part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section with boundaries as follows: starting at a white oak tree 42 or 43 yards Northeast of the SW corner of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$, going thence in a Northeasterly direction 320 yards to the mouth of Middle Ditch; thence East 106 yards to the Section line between Section 3 and 4 in Township 20, Range 1 East; thence South 159 yards to Yellow Leaf Creek; thence up said Yellow Leaf Creek 354 yards to the mouth of Powell Branch; thence up Powell Branch West 145 yards to the mouth of a crooked ditch; thence up said ditch in a Northwesterly direction 450 yards to the point of beginning.

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ lying West of Yellow Leaf Creek Section 4, Township 20, Range 1 East. The E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and all that part of the West $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 4, Township 20, Range 1 East lying North of Powell Branch. All that part of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 4, Township 20, Range 1 East lying West of Yellow Leaf Creek except 10 acres off the South side belonging to J. R. G. Fancher and except about 7 acres described as follows: Beginning at Epperson Bridge running up Yellow Leaf Creek South 288 yards; thence West 122.2 yards; thence North 288 yards; thence East 122.2 yards to point of beginning.

Parcel 2:

All that part of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 4, Township 20 South, Range 1 East, which is situated between the South right-of-way line of the new road and the South bank of Yellow Leaf Creek, containing 37.5 acres, more or less, EXCEPT that parcel of land in the Southwest corner of said E $\frac{1}{2}$ of said Quarter Section, which is situated South of an iron pin on the West boundary line of said E $\frac{1}{2}$ of said Quarter Section at a point 210.0 feet North of the Southwest corner of said E $\frac{1}{2}$ of said Quarter Section, said exception containing one and one-half acres, more or less.

Parcel 3:

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A part of the NE ¼ of SE ¼ of Section 4, Township 20, Range 1 East, described as follows: Beginning at the Epperson Bridge across Yellow Leaf Creek and run South up said creek 288 yards; thence West 122 ½ yards; thence North 288 yards; thence East 122 ½ yards to starting point, containing in all 7 acres, more or less.

Parcel 4:

And also that certain property described as: The SE1/4 of the NW1/4; the NW1/4 of the SE1/4 and 5 acres in the SW corner of the SW1/4 of the NE1/4 described as beginning at the SW corner of said SW1/4 of NE1/4 and running east 660 feet, thence north to Powell Spring Branch, thence west along said Powell Branch to the west line of said forty acre tract, thence south to the point of beginning. Also all that part of the SW1/4 of the SE 1/4 lying north of the south bank of Yellow Leaf Creek, all in Section 4, Township 20 South, Range 1 East, in all 95 acres more or less, pursuant to and in conformity with the division of properties of the Estate of Martel Brett, Deceased by the Executor at the time of the administration of the estate in 1971.

Parcel 5:

7 acres in the NW corner of the NW 1/4 of the NW 1/4 of Section 3, T20S, R1E. Said parcel described in Deed Book 156 Page 382 and 383, said deed dated November 13, 1952 and executed by Hamon E. Archer and Lucille G. Archer. Parcel now being identified at least in part as being parcel number 16-2-3-0-000-004 on the records of the Tax Assessor of Shelby County, Alabama. Subject to easements and restrictions of record.

For Reference:

Parcel #16-2-04-1-001-002.000

Parcel #16-2-04-0-000-012.000

Parcel #16-2-03-0-000-004.000

TRACT NO. 3: Commence at a ½" pipe in place being the Northwest corner of the Southeast one-fourth of the Southwest one-fourth of Section 4, Township 20 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning point proceed North 00° 10' 13" West along the West boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 245.19 feet (set ½" rebar CA-0114-LS); thence proceed South 76° 22' 48" East for a distance of 420.00 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 10' 13" West for a distance of 427.17 feet (set ½" rebar CA-0114-LS) to a point on the Southerly right-of-way of Shelby County Road No. 51; thence proceed South 76° 22' 48" East along the Southerly right-of-way of said road for a distance of 444.65 feet to the P. C. of a concave curve left having a delta angle of 49° 28' 07" and a radius of 800.00 feet; thence proceed Northeasterly along the Southerly right-of-way of said road and along the curvature of said curve for a chord bearing and distance of North 78° 53' 08" East, 669.46 feet to the P. T. of said curve; thence proceed North 54° 12' 16" East along the Southerly right-of-way of said road for a distance of 230.86 feet to a ½" rebar in place (PLS #4848), said point being located on the centerline of a proposed 50 foot ingress and egress easement and along the centerline of an existing gravel drive; thence proceed South 73° 52' 06" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 186.25 feet; thence proceed South 82° 11' 26" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 96.09 feet; thence proceed North 74° 05' 29" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 197.88 feet; thence proceed South 78° 19' 36" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 67.90 feet; thence proceed South 59° 18' 21" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 121.07 feet; thence proceed South 63° 29' 21" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 374.25 feet to a ½" rebar in place; thence proceed South 56° 42' 51" East along the centerline of said proposed 50 foot easement and along the centerline of said gravel drive for a distance of 12.52 feet to a ½" rebar in place being located on the East boundary of the Northwest one-fourth of the Southeast one-fourth of said Section 4; thence proceed South 00° 58' 28" East along the East boundary of said quarter-quarter section for a distance of 485.14 feet to a 5/8" rebar in place being the Southeast corner of said Northwest one-fourth of the Southeast one-fourth; thence proceed South 00° 58' 28" East along the East boundary of the Southwest one-fourth of the Southeast one-fourth for a distance of 717.88 feet to the South bank of Yellowleaf Creek; thence proceed North 49° 45' 48" West along the South bank of said creek for a distance of 228.92 feet; thence proceed North 71° 10' 52" West along the South bank of said creek for a distance of 556.87 feet; thence proceed North 77° 01' 34" West along the South bank of said creek for a distance of 468.51 feet; thence proceed North 89° 29' 27" West along the South bank of said creek for a distance of 363.64 feet; thence proceed North 87° 46' 38" West along the South bank of said creek for a distance of 88.04 feet; thence proceed South 59° 12' 03" West along the South bank of said creek for a distance of 111.04 feet; thence proceed South 15° 29' 58" West along the South bank of said creek for a distance of 300.84 feet; thence proceed South 36° 27' 33" West along the South bank of said creek for a distance of 157.63 feet; thence proceed South 52° 55' 58" West along the South bank of said creek for a distance of 342.67 feet; thence proceed South 69° 49' 26" West along the South bank of said creek for a distance of 408.20 feet; thence proceed South 61° 28' 53" West along the South bank of said creek for a distance of 36.70 feet; thence proceed North 89° 44' 24" West for a distance of 102.31 feet to a 5/8" rebar in

place, said point being located on the West boundary of the Southeast one-fourth of the Southwest one-fourth of said Section 4; thence proceed North 00° 48' 33" West along the West boundary of said quarter-quarter section for a distance of 218.79 feet to a 5/8" slick pin in place; thence proceed North 00° 57' 57" West along the West boundary of said quarter-quarter section for a distance of 214.51 feet to a 1/2" rebar in place; thence proceed North 01° 00' 58" West along the West boundary of said quarter-quarter section for a distance of 221.03 feet to a 1/2" rebar in place; thence proceed North 00° 25' 37" West along the West boundary of said quarter-quarter section for a distance of 225.59 feet to a 3/4" slick pin in place; thence proceed North 00° 10' 13" West along the West boundary of said quarter-quarter section for a distance of 248.82 feet to the point of beginning.

The above described land is located in the Southeast one-fourth of the Southwest one-fourth, the Northeast one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southeast one-fourth and the Southwest one-fourth of the Southeast one-fourth of Section 4, Township 20 South, Range 1 East, Shelby County, Alabama, and contains 68.37 acres.

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl