

Upon recording please return
this instrument to:

20210604000275270
06/04/2021 03:01:12 PM
ASSIGN 1/11

Prepared by:
Nicholas A. Didomenico, Esq.
Metz Lewis Brodman Must O'Keefe, LLC
535 Smithfield Street, Suite 800
Pittsburgh, PA 15222

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is executed and delivered **June 4**, 2021, and made effective **June 4**, 2021, by and between **CPLP XX (MONTEVALLO) LLC**, a Delaware limited liability company, and **CPLPXX (MONTGOMERY) LLC**, a Delaware limited liability company (hereinafter collectively referred to as the "**Assignor**"), and **AMERISERV FINANCIAL BANK** (hereinafter referred to as the "**Assignee**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Loan Agreement**"), by and between the Assignor, Century Properties XX Limited Partnership, an Alabama limited partnership (and together with the Assignor, the "**Borrower**"), and the Assignee, the Assignee agreed to make available to the Assignor a term loan in the original principal amount of Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000.00) (the "**Loan**"), to be evidenced by a certain Term Loan Note in the original principal amount of \$2,800,000.00 to be issued by the Borrower to the Assignee (the "**Note**"), together with interest thereon at the rate provided for in the Loan Agreement, and payable in the manner and at the times therein set forth; and

WHEREAS, payment of the Loan will be secured by that certain Mortgage, Security Agreement, and Fixture Filing dated the same date hereof made by Assignor in favor of Assignee (the "**Mortgage**"), affecting the right, title and interest of Assignor in certain real property located in Shelby County and Montgomery County, Alabama and more particularly described on the **Exhibit A** attached hereto (the "**Land**"), together with any and all improvements now or hereafter erected thereon (the Land and such improvements are collectively referred to as the "**Premises**"); and

WHEREAS, in order to induce the Assignee to make the Loan, Assignor has agreed to assign to Assignee, all of Assignor's right, title and interest in and to any and all oral or written leases that affect the Premises now existing or hereafter arising and any and all other agreements for use or occupancy of any portion of the Premises (including subleases thereof and tenancies following attornment), and any and all guarantees and other security of the lessees' obligations thereunder, and all amendments, modifications, supplements, extensions, replacements or renewals of any of the foregoing (all of the foregoing collectively being referred to as the "**Leases**"); and

WHEREAS, the Assignee is not willing to make the Loan available to Assignor unless and until Assignor makes, executes and delivers this Assignment.

NOW, THEREFORE, FOR VALUE RECEIVED, and intending to be legally bound, Assignor hereby absolutely and unconditionally grants, transfers, and assigns to Assignee all of the right, title and interest of Assignor now existing and hereafter arising in, to and under the Leases;

TOGETHER WITH the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due, or which may become due, or to which Assignor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including, but not by way of limitation: minimum rents, additional rents, percentage rents, security deposits, parking, maintenance, tax and insurance contributions, damages following default, the premium payable upon the exercise of a cancellation privilege originally provided in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any party under such Leases or any subtenants or occupants of the Premises (all of the foregoing collectively being referred to as the **"Rents"**).

THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF RELINQUISHING to Assignee the right of Assignor to collect and enjoy the Rents in partial payment and performance of all obligations and indebtedness of Assignor now existing or hereafter incurred under the Loan Agreement, the Note, this Assignment and all other documents and instruments executed or to be executed in connection therewith, including, without limitation, (i) all sums of principal, interest, prepayment premiums, if any, costs, fees, expenses, charges, attorneys' fees and other moneys due or to become due, and any and all extensions, renewals, increases, reductions, refinancings, amendments, consolidations, modifications or supplements from time to time of any of the foregoing, (ii) the Assignor's performance and observance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Loan Agreement, the Note, the Mortgage, this Assignment and all other documents and instruments executed or to be executed in connection therewith, and (iii) all other debts, liabilities, indebtedness and obligations of the Assignor to the Assignee of every kind and description, direct or indirect, absolute or contingent, joint, several, joint and several, primary or secondary, due or to become due, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument, whether or not contemplated by the parties at the time of granting the assignment, liens and security interests under this Assignment, and all obligations to perform acts and refrain from taking action, such as obligations to pay money including, without limitation, all interest, fees, charges and expenses (collectively, the **"Indebtedness"**).

THIS ASSIGNMENT is separate and apart from the Mortgage and is a present, absolute and unconditional assignment to Assignee of the Leases and the Rents. This Assignment presently gives Assignee the right to collect the Rents and to apply the Rents in partial payment of the Indebtedness. This Assignment is not intended by the Assignor to be an assignment as security for the payment and performance of the indebtedness secured by the Mortgage. Assignor intends that the Rents absolutely assigned hereby are no longer, during the term of this Assignment, property of the Assignor or property of any estate of Assignor as defined by 11 U.S.C. §541 of the United States Bankruptcy Code, as amended, and will not constitute

collateral, cash or otherwise, of Assignor. If despite the specifically expressed intention of Assignor, any law requires Assignee to take actual possession of the Premises (or similar type action) in order for Assignee to "perfect" or "activate" the rights and remedies of Assignee provided for in this Assignment, Assignor waives the benefits of such law and agrees that such laws will be satisfied solely by:

(a) Assignee giving Assignor written notice that Assignee intends to enforce, and is enforcing, the rights and remedies of Assignee in and to the Premises, the Leases and the Rents; and

(b) Assignee giving notice to all lessees under the Leases ("**Lessees**") that such Lessees should begin making payments as provided in the Leases directly to Assignee or its designee.

THIS ASSIGNMENT is further made on the following terms and conditions:

1. Assignor represents and warrants now and throughout the term of this Assignment that:

(a) Assignor has not executed any presently effective, prior assignment of any or all of the Leases, or of its right, title and interest therein or in the Rents;

(b) Assignor has not performed any act or executed any instrument which would reasonably be expected to prevent Assignee from operating under any of the terms and conditions hereof, or which would limit Assignee in such operations;

(c) Assignor has not accepted any payment of advance Rent (excluding security deposits in an amount equal to or less than one month's rent) under any of the Leases for any period subsequent to the current period for which Rent has already become due and payable unless such advance payment is required by the terms of any of the Leases. No period of free or abated rental has been granted to any Lessee except as consented to in writing by Assignee;

(d) To Assignor's knowledge, there is no default now existing under any of the Leases and no event has occurred and is continuing which would constitute an event of default thereunder but for the lapse of time or the requirement that notice be given thereunder;

(e) To the extent requested by Assignee, Assignor has delivered to Assignee true and correct copies of all of the Leases and amendments thereto, and Assignor has not executed or granted any further modification or amendment whatsoever of any of such Leases, either orally or in writing;

(f) The existing Leases are valid and enforceable and are in full force and effect, subject to applicable bankruptcy, reorganization, insolvency, fraudulent conveyance and transfer, moratorium and other similar laws of general application relating to or affecting creditors' rights, and to general principles of equity; and

(g) All Leases are subordinate in estate, lien operation and effect to the Mortgage.

2. Assignor covenants with Assignee to observe and perform all the obligations imposed upon the lessor under the Leases in all material respects; to deliver true and correct copies of all Leases to Assignee; not to collect any of the Rents, except as set forth in Paragraph 4 below; not to grant any period of free or abated rental unless such grant is consented to in writing by Assignee; not to execute any other assignment of lessor's interests in the Leases or assignment of rents arising or accruing from the Leases or from the Premises; not to subordinate the Leases to any mortgage or other encumbrance other than the Mortgage or permit, consent or agree to such subordination without Assignee's prior written consent; not to alter, modify or change the terms of the Leases which will decrease the amount of the installments of rents or other obligations due under said Leases or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee (which consent shall not be unreasonably withheld, conditioned or delayed), or cancel or terminate the Leases or accept a surrender thereof, or convey or transfer or suffer or permit a conveyance or transfer of the Premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of the Lessees thereunder; not to consent to any assignment of or subletting under the Leases, whether or not in accordance with their terms, without the prior written consent of Assignee; without limiting the efficacy of this Assignment, to execute and deliver at the request of Assignee all such further assurances and assignments in the Premises as the Assignee shall from time to time require; to give prompt notice to Assignee of any notice of default on the part of Assignor with respect to the Leases received from any Lessee or any guarantor of the Leases, together with an accurate copy of any such notice; at the sole cost and expense of Assignor, to enforce the performance of each and every obligation, covenant, condition and agreement of the Lessees to be performed under the Leases; not to anticipate the Rents thereunder, or in any way to waive, excuse, condone or release or discharge the Lessees thereunder of or from the obligations, covenants, conditions and agreements by the Lessees to be performed, without the prior written consent of Assignee.

3. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time during the existence of an Event of Default to all Lessees under the Leases. This Assignment will constitute a direction to and full authority to all Lessees and guarantors of the Leases to pay the Rents directly to Assignee and to perform all of their obligations under or related to the Leases upon receipt from Assignee of notice or demand for such payment or performance. Assignor presently irrevocably authorizes all Lessees to rely upon and comply with any notice or demand by Assignee for the payment to Assignee of any Rents due or to become due. Assignor will have no claim against Lessees or any guarantors of the Leases for any Rents paid to Assignee as provided in the demand or notice of Assignee.

4. Assignee hereby grants to Assignor a revocable license (the "**Revocable License**") to collect Rents and to enforce the Leases as agent of and in trust for Assignee and subject to this Assignment, until the earlier to occur of (i) an "Event of Default" under, and as defined in, the Loan Agreement, or (ii) notice from Assignee to Lessees to pay the Rents directly to Assignee. The Revocable License will automatically terminate without further action by Assignee if an Event of Default occurs. Unless and until the Revocable License is revoked, Assignor will, and Assignee will at all times after the Revocable License is revoked and no Event of Default has occurred, apply the Rents (other than nonforfeited security deposits) to the payment of taxes, assessments, insurance premiums, utilities charges, and operation, repair, replacement and maintenance charges with respect to the Premises which are due and payable at the time of collection of the Rents, before using the Rents for any other purpose.

5. Subject to the provisions of Paragraph 4, above, Assignee may, at any time after the occurrence and during the continuance of an Event of Default, without notice to Assignor, and without regard to whether the Indebtedness is then due and payable and irrespective of the adequacy of the security for the Indebtedness, do any of the following:

(a) declare itself to be a mortgagee in possession and enter upon and take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper, and/or

(b) either with or without taking possession of the Premises, in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and, subject to the provisions of the last sentence of Paragraph 4 of this Assignment, to apply such Rents to the payment of the following in such order of priority as Assignee, in its sole discretion, may determine:

(i) all reasonable expenses of managing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; and

(ii) the Indebtedness, together with all costs and reasonable attorneys' fees and expenses.

The exercise by Assignee of the option granted it in this Paragraph 5 and the collection of the Rents and the application thereof as herein provided shall not be considered as a waiver by Assignee of any Event of Default, nor shall the Assignee be deemed a mortgagee in possession by virtue of collection of Rents under clause (b) of this Paragraph 5.

6. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing the Premises after Assignee has taken possession of the Premises unless such loss is caused by the gross negligence or willful misconduct or bad faith of Assignee.

7. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment (unless Assignee has expressly assumed the same in writing), and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which is actually incurred under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which are asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, that the forgoing indemnity shall not extend to any such liability, loss, damage, claims

or demands resulting in whole or in part from the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees actually incurred by Assignee shall be secured by the Mortgage, and Assignor shall reimburse Assignee therefor promptly upon demand, and upon the failure of Assignor to do so Assignee may, at its option, declare all such sums immediately due and payable and may apply any Rents collected to the satisfaction of such sums due to Assignee. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the Lessees or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

8. At Assignor's sole cost and expense, Assignor covenants and agrees to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of lessor, Lessee or guarantor thereunder, and to pay all costs and expenses actually incurred by Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear.

9. If Assignor fails to make any payment or to do any acts herein provided, then Assignee, but without obligation to do so and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the Leases or the rights or powers of Assignee hereunder, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor as lessor contained in the Leases; and in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and Assignor agrees to pay immediately upon demand all reasonable sums actually expended by Assignee under the authority hereof, together with interest thereon, and the same shall be secured by the Mortgage.

10. The acceptance of this Assignment and the collection of Rents shall not constitute a waiver of any rights of Assignee under the terms of the Loan Agreement, the Note, the Mortgage or any other Loan Document. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS HEREOF AND THE TERMS AND CONDITIONS OF THE MORTGAGE RELATING TO ASSIGNMENT OF RENTS, THE TERMS AND CONDITIONS HEREOF SHALL PREVAIL.

11. It is expressly understood and agreed by the parties hereto that, anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any Lessees of the Leases in any condemnation, bankruptcy, insolvency or reorganization proceedings in any State or Federal court; and any and all payments made by or on behalf of such Lessees in lieu of Rent. Assignor hereby appoints Assignee and its officers, with full power of substitution as its irrevocable and exclusive attorney in fact to appear in any action and/or to collect any such award or payment and make proof of claim therefore. Notwithstanding the foregoing, it is understood and agreed that any such award or payment shall be deemed Rents and collectable by Assignor to the extent permitted by Paragraph 4 hereof.

12. Until the recording of a satisfaction of the Mortgage by the Assignee, this Assignment shall continue in force and effect until the full, final and irrevocable payment of all of the Indebtedness and termination of any commitment by the Assignee to make any further loans or advances to the Assignor. If the Assignee or the Assignee receives any payment or payments on account of the Indebtedness which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver, or any other party under the Bankruptcy Code, 11 U.S.C. §101 et seq., as amended, or any other state or federal law, common law or equitable doctrine, then to the extent of any sum not finally retained by the Assignee, the Assignor's obligations shall be reinstated and this Assignment shall remain in full force and effect (or be reinstated) until payment shall have been made to the Assignee, notwithstanding termination of this Assignment or the cancellation of any note, instrument or agreement evidencing the Indebtedness, and such payment shall be due on demand by the Assignee. If any proceeding seeking such repayment is pending or, in the Assignee's sole judgment, threatened, this Assignment shall remain in full force and effect notwithstanding that the Assignor may not be obligated to the Assignee. The affidavit, certificate, letter or statement of any officer, supervisor or attorney of the Assignee showing any part of the Indebtedness to remain unsatisfied or unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon

13. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under Loan Agreement, the Note or the Mortgage, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The rights of Assignee to collect the Indebtedness and to enforce any security therefor owned by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. Any violation by Assignor of any covenant or provision hereof by Assignor shall at the option of Assignee be deemed a default under any or all instruments evidencing any Indebtedness.

14. This Assignment is binding upon and inures to the benefit of Assignee, its successors and assigns, and is binding upon and inures to the benefit of the Assignor, its permitted successors and assigns, and any owner of the Premises.

15. This Assignment may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

16. If any term or provision of this Assignment or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

17. Any notice or communication required or permitted by this Assignment shall be in writing and shall be delivered either in person, by facsimile transmission, overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the addresses provided for in the Loan Agreement, unless such address is changed by written notice hereunder. All notices and other communications shall be deemed effective when delivered in person, when

received by registered or certified mail or overnight courier, when transmitted by facsimile transmission during a business day (with confirmation of receipt) or when refused by the addressee, whichever the case may be.

18. This Assignment is intended as a document under seal and constitutes the entire agreement between the parties hereto and there are no other understandings, oral or written relating to the subject matter hereof other than those specifically incorporated by reference herein.

19. With respect to procedural matters related to the perfection and enforcement of Assignee's rights against the Premises, this Assignment will be governed by the laws of the State of Alabama. In all other respects, this Assignment will be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid and enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and the Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the Commonwealth of Pennsylvania.

20. Assignee shall have the right at all times to enforce the provisions of this Assignment in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Assignee in refraining from so doing at any time or times. The failure of Assignee at any time or times to enforce its rights under such provisions, strictly in accordance with the same, shall not be construed to specific provisions of this Assignment or as having in any way or manner modified or waived the same. All rights and remedies of Assignee are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release or any other right or remedy.

21. This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of signature page hereto by facsimile transmission or in Portable Document Format shall be effective as delivery of a mutually executed counterpart. Any party so executing by facsimile transmission or in Portable Document Format shall promptly deliver an original executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or in Portable Document Format.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGE*****

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has caused this Assignment of Leases and Rents to be executed and delivered as of the day and year first above written with the intention that this Assignment constitute a sealed instrument.

WITNESS/ATTEST:

CPLP XX (MONTEVALLO) LLC,
a Delaware limited liability company

Linda M. Johnston

By:  (SEAL)
John D. Aderholt, Vice President

WITNESS/ATTEST:

CPLP XX (MONTGOMERY) LLC,
a Delaware limited liability company

Linda M. Johnston

By:  (SEAL)
John D. Aderholt, Vice President

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

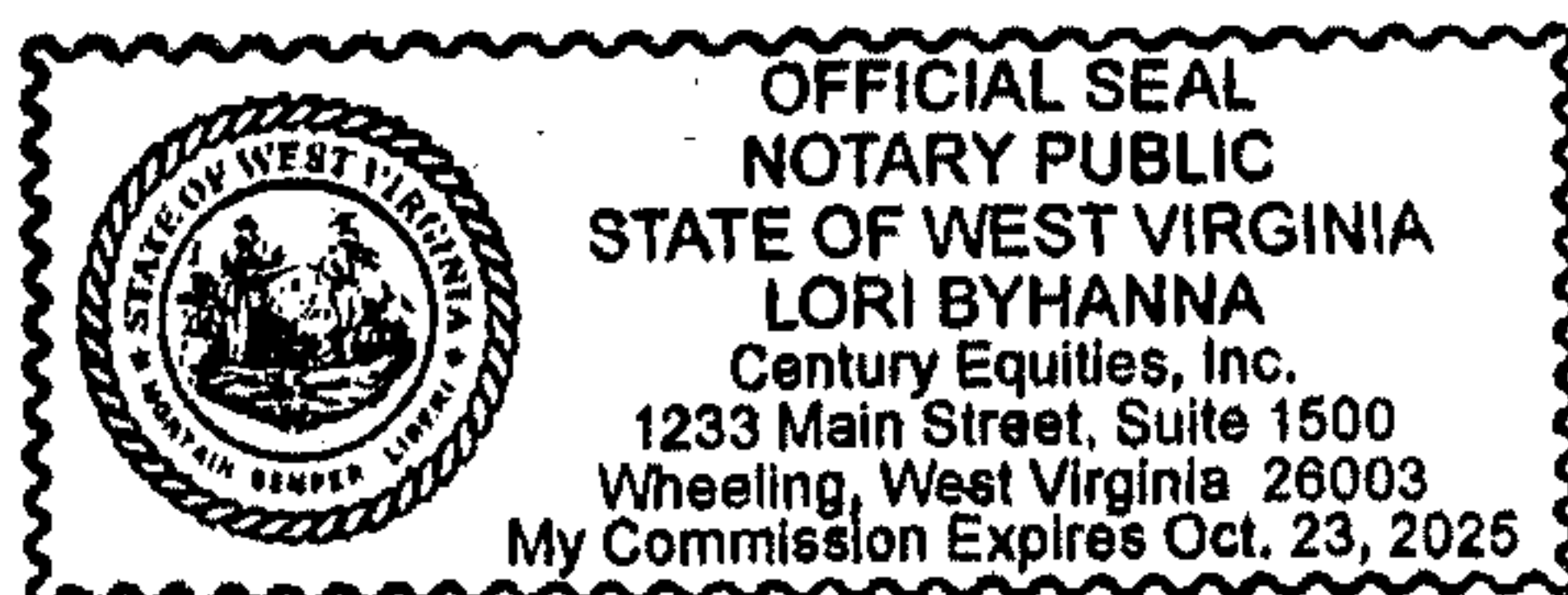
)

) SS:

COUNTY OF OHIO

)

This record was acknowledged before me on the 2nd day of June, 2021, by John D. Aderholt, as Vice President of **CPLP XX (MONTEVALLO) LLC**, a Delaware limited liability company.



Lori Byhanna
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA

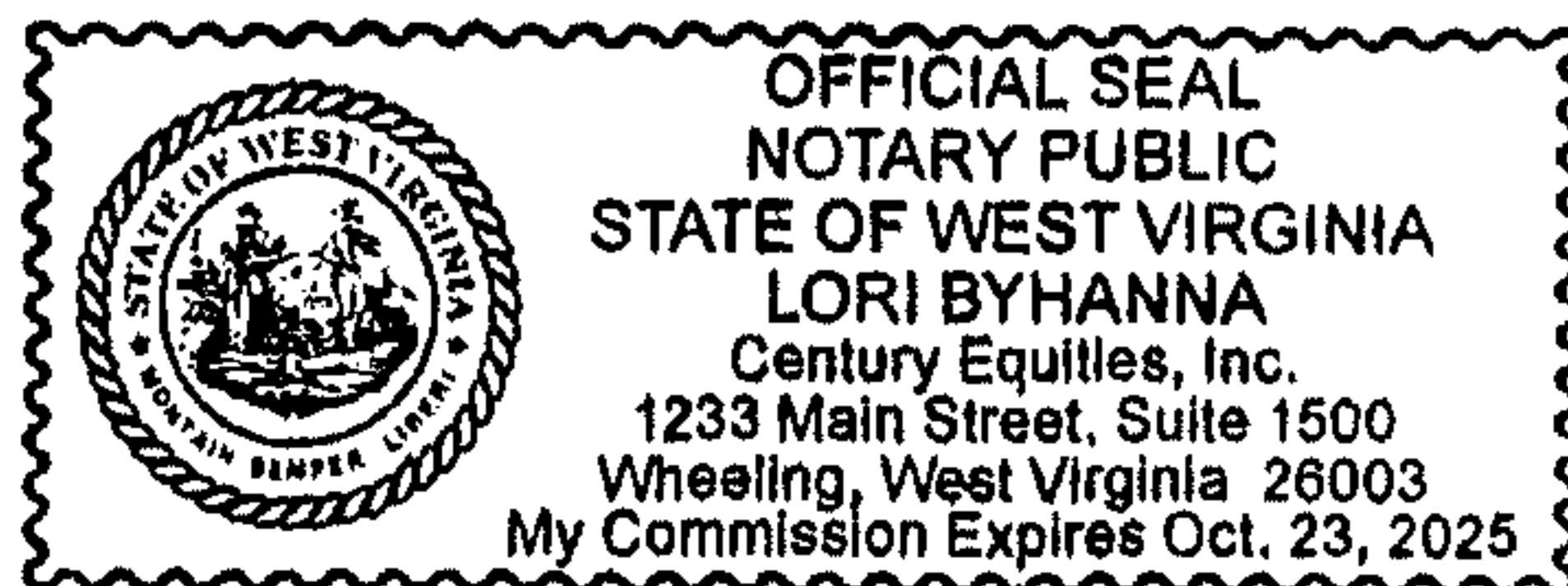
)

) SS:

COUNTY OF OHIO

)

This record was acknowledged before me on the 2nd day of June, 2021, by John D. Aderholt, as Vice President of **CPLP XX (MONTGOMERY) LLC**, a Delaware limited liability company.



Lori Byhanna
NOTARY PUBLIC



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/04/2021 03:01:12 PM
\$52.00 CHARITY
20210604000275270

LEGAL DESCRIPTION:

Allen S. Byrd

TRACT 1:

Lot 1, according to the Survey of Tractor Supply Company Resurvey of Ropers Survey, a Commercial Subdivision, as recorded in Map Book 41, page 131, in the Probate Office of Shelby County, Alabama.

TRACT 2:

That right of ingress and egress over, across and through the 30 foot wide ingress, egress and utility easements identified in Map Book 39, page 20 and Map Book 41, page 131, in the Probate Office of Shelby County, Alabama.

ALSO DESCRIBED AS:

James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows:

Commence at a 1/2" rebar in place, said point being the Northwest corner of Lot No. 1 of the Tractor Supply Company Resurvey of the Resurvey of Ropers Survey as shown by map of said subdivision on record in the office of the Judge of Probate of Shelby County, Alabama, in Map Book 41 at page 131, said point also being the Point of Beginning; from this beginning point proceed North 65°47'58" East along the Southerly boundary of the Southern Railroad right-of-way for a distance of 295.59 feet to a 1/2" open top pipe in place; thence proceed South 02°13'11" East for a distance of 429.25 feet to a 1/2" capped rebar in place; thence proceed South 87°46'49" West for a distance of 188.67 feet to a 1/2" capped rebar in place; thence proceed South 02°12'03" East for a distance of 231.05 feet (set 1/2" rebar) to a point on the Northerly right-of-way of Alabama Highway No. 25; thence proceed North 84°32'37" West along the Northerly right-of-way of said highway for a distance of 88.90 feet (set 1/2" rebar); thence proceed North 01°57'05" West for a distance of 234.69 feet to a 1/2" rebar in place; thence continue North 01°57'05" West for a distance of 351.82 feet to the Point of Beginning.

The above described land is located in the Northeast one-fourth of Section 3, Township 24 North, Range 13 East, Shelby County, Alabama, said property being the same as Lot No. 1 of the Tractor Supply Company Resurvey of the Resurvey of Ropers Survey as shown by map of said subdivision on record in the office of the Judge of Probate of Shelby County, Alabama in Map Book 41 at page 131 AND IS SUBJECT TO AND GRANTED easements as shown by plats on record in the office of the Judge of Probate of Shelby County, Alabama in Map Book 39 at page 20 and Map Book 41 at page 131.

TRACT 3:

Lying and being situated in the Southeast 1/4 of Section 1, Township 15 North, Range 18 East, Montgomery County, Alabama as follows:

Lot 1, according to the Map of Tractor Supply Co. Plat No. 1, as said Map is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 52, page 125.

ALSO DESCRIBED AS:

Begin at a found 5/8" rebar, GMC Cap #CA00156 lying at the Southwest corner of Lot 22, Perimeter Park Plat No. 6, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 42, page 106, said point also lying on the North line of Lot 24, Perimeter Park Plat No. 5, as recorded in the Probate Office of Montgomery County, Alabama in Plat Book 42, page 117; thence leaving said Southwest corner of Lot 22, run along the North property line of said Lot 24 North 68°56'48" West, 314.87 feet to a found 5/8" rebar, GMC cap #CA00156 lying on the North property line of Lot 27-A, Perimeter Park Plat No. 5A, as recorded in the Probate Office of Montgomery County, Alabama, in Plat Book 43, page 71; thence leaving said North property line of Lot 27-A, run North 32°10'49" East, 596.50 feet to a found 5/8" rebar, GMC cap #CA00156 lying on the South right of way of U.S. Highway 31 (Troy Highway) (200' ROW); thence run along said South right of way South 57°49'11" East, 239.50 feet to a found 5/8" rebar, GMC cap #CA00156 lying at the intersection of the South right of way of said U.S. Highway 231 and the West right of way of Perimeter Place (54' ROW); thence leaving said South right of way, run along said West right of way South 32°10'49" West, 85.90 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of curvature; thence run along said curve (concave Northeasterly) with a radius of 178.74 feet, a chord of South 05°52'45" West, 158.40 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of tangency; thence continue along said West right of way South 20°25'20" East, 161.39 feet to a found 5/8" rebar, GMC cap #CA00156 lying at a point of curvature; thence run along said curve (concave Westerly) with a radius of 197.42 feet, a chord of South 19°00'27" East, 9.75 feet to a found 5/8" rebar lying at the Northeast corner of aforementioned Lot 22; thence leaving said West right of way, run along the North property line of said Lot 22 South 81°58'30" East, 198.29 feet to a found 5/8" rebar, GMC cap #CA00156 lying at the Northwest corner of said Lot 22; thence run along the West property line of said Lot 22 South 21°03'12" West, 77.16 feet to the Point of Beginning.

Said described property also known as Lot 1, according to the Map of Tractor Supply Co. Plat No. 1 as recorded in Plat Book 52, page 125, in the Probate Office of Montgomery County, Alabama.