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THIS INSTRUMENT WAS PREPARED BY:

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When Recorded Return To:
Heather Townsend
First American Title Insurance Company
National Commercial Services
3455 Peachtree Rd NE, Ste. 675
Atlanta, GA 30326
File No: NCS 1062414

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

Prudential Loan No. xxx xx2 108

This Mortgage is executed in counterparts for simultaneous recording in Autauga, Calhoun, Chilton, Clay, Cleburne, Coosa, Randolph, Shelby, St. Clair, Talladega and Tallapoosa Counties, Alabama. The maximum principal indebtedness secured by this Mortgage is \$3,900,000.

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

This MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS (this "*Security Instrument*"), dated as of May 28th, 2021, is made by KYMULGA LLC, a Delaware limited liability company (referred to herein as "*Mortgagor*" or "*Borrower*"), as Mortgagor, having a mailing address at c/o Hancock Natural Resource Group, Inc., 197 Clarendon Street, C-08-99, Boston, MA 02116, to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("*Lender*") as mortgagee, having offices at 2100 Ross Avenue, Suite 2500, Dallas, Texas 75201, referencing Loan No. xxx xx2 108.

Borrower HEREBY GRANTS, BARGAINS, SELLS AND CONVEYS to Lender all of Borrower's right, title and interest now owned or later acquired in and to the Property for the purpose of securing, in such order of priority as Lender may determine, payment of the Indebtedness and performance of the Secured Obligations.

TO HAVE AND TO HOLD said Property, together with any and all rights, privileges and appurtenances thereon and pertaining thereto, unto the Lender and the Lender's successors and assigns forever for the benefit of Lender, with power of sale, to secure payment and performance of the Secured Obligations (as hereinafter defined) at the time and in the manner provided for in the Loan Agreement, the Note, and in the other Loan Documents (as defined in the Loan Agreement), upon the terms and conditions, and for the uses and purposes hereinafter set forth.

ARTICLE I. DEFINITIONS

1.01 Defined Terms.

As used in this Security Instrument, and in addition to the definitions in the Recitals and elsewhere in this Security Instrument, the following terms have the following meanings.

"Cutting Rights Agreements" means any and all agreements, contracts, arrangements or other contractual obligations, whereby Mortgagor or its predecessors in interest have granted, grant or will grant to another Person the right to cut, harvest or otherwise remove Timber from any of the Land for the use and benefit of persons other than Mortgagor.

"Fixtures" means any and all property affixed to the Land and/or located upon or within the Improvements which are so related to the Land that an interest in such property arises under applicable real estate or real property law.

"Forest Products" means any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process and other timber products, now or hereafter owned or acquired by Mortgagor or in which Mortgagor has an interest, which are produced from the Land or the Timber.

"Improvements" means all (i) buildings, structures, and other improvements and Fixtures now or hereafter located on the Land, including, without limitation, all buildings, houses, sheds, sawmills, warehouses, storage facilities and other buildings, (ii) Timber equipment and apparatus located on or used in connection with the Land, and (iii) Timber, trees, vines and other permanent plantings, whether mature or immature, now or hereafter growing on the Land.

"Indebtedness" means the indebtedness evidenced by the Note (including, without limitation, any Prepayment Premium due thereunder), Costs, and any other amount due from Mortgagor under the Loan Documents, plus interest on all such amounts as provided in the Loan Documents, and all future supplemental or additional loans which by their express terms are subject to the Loan Agreement and secured by this Security Instrument.

"Land" means the real property legally described on Exhibit A, together with all existing and future easements and rights affording access to it, all appurtenances, easements, estates, development rights, air rights, all oil, gas and minerals and other hydrocarbon substances on or hereafter on or under the Land before or after extraction and all rights and interests thereto or therein, and all other interests, rights and privileges relating to the Land, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof.

"Laws and Restrictions" means all laws, regulations, orders, codes, ordinances, rules, statutes and policies, permits, licenses, certificates, restrictive covenants and other covenants relating to the development, occupancy, ownership, management, use, and/or operation of the Property or otherwise affecting the Property or Mortgagor, including Authorizations.

"Leases" means any and all leasehold interests, including subleases and tenancies following attornment or other agreements providing for use or occupancy of the Property, now or hereafter affecting or covering any part of the Property, including all guaranties thereof any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land, and all right, title and interest of Mortgagor in and to property of any tenant or other person under any such agreement or under any other arrangement entered into in connection with any such agreement, and any and all cash, security deposits, advance rentals and deposits or payments of a similar nature under any such agreement or other arrangement and together with



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all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments).

“Loan Agreement” means the Loan Agreement between Mortgagor and Lender having the same date as this Security Instrument, as amended, restated, supplemented or otherwise modified from time to time.

“Note” means the Promissory Note dated on or about the same as this Security Instrument and executed by Mortgagor in the original principal amount of Three Million Nine Hundred Thousand and No/100 Dollars (\$3,900,000.00), payable to Lender or its order, and all modifications, renewals, and extensions thereof. The Note has a maturity date of June 1, 2031.

“Permitted Exceptions” means those title exceptions set forth in the title insurance policy issued in favor of Lender that insures the priority of this Security Instrument.

“Property” means all of Mortgagor’s right, title and interest, whether now owned or hereafter acquired, in and to:

- (a) The Land, Improvements, Leases, Property Agreements, Rents and Proceeds, and Water Rights;
- (b) All trademarks, service marks, designs, logos, names or similar identifications pertaining to the Land or under which the Property may be known or operated, whether registered or unregistered, and all rights to carry on business under such names, and any related goodwill associated in any way with such names or the Property;
- (c) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or the Improvements;
- (d) All accounts and general intangibles (as such terms are defined in Article 9 of the Uniform Commercial Code) arising out of or incident to the ownership, development or operation of the Land and Improvements and/or other Property, and all accounts and general intangibles arising out of Timber and Forest Products and all other tangible and intangible property and rights relating to the Land and Improvements and/or other Property or the operation thereof, or to be used in connection with the Land and Improvements and/or other Property;
- (e) All insurance policies pertaining to the Land and the Improvements, and all proceeds, including all claims to and demands for them, from the voluntary or involuntary conversion of any of the Land, Improvements or the other Property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding;
- (f) All claims and causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other Property or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact and all causes of action and recoveries now or hereafter existing for any loss or diminution in value of the Property;
- (g) All Timber and Forest Products;
- (h) All Cutting Rights Agreements and Wood Supply Agreements, whether now existing or hereinafter entered into by Mortgagor or any predecessor thereto or successor in interest thereof;
- (i) All Authorizations;

- (j) All sand, gravel, dirt and rock located at, near, or under the surface of the Land;
- (k) All carbon credits attributable to Borrower's operation of the Land and its Timber and Forest Products; and
- (l) All products and proceeds of all of the foregoing.

Notwithstanding the foregoing or any other provision in this Security Instrument or the other Loan Documents, "Property" does not include:

- (A) vehicles, rolling stock, farm machinery (including tractors, combines and other farm machinery), Timber harvesting equipment, or any other "equipment", as defined in Article 9 of the Uniform Commercial Code, that is not part of the Improvements; or
- (B) portable irrigation motors on wheels customarily towed by a motorized vehicle; or
- (C) any mobile or manufactured home that may be located on the Land.

"Property Agreements" means any and all agreements related to the development, ownership, management or operation of the Land, its Improvements and other Property, including licenses, reports, surveys, studies, development agreements, maintenance or management agreements, agreements regarding water, and governmental authorizations, approvals and permits, as the same may be amended, restated or otherwise modified or newly entered into from time to time.

"Receiver" means any trustee, receiver, custodian, fiscal agent, liquidator or similar officer.

"Rents and Proceeds" means all rents, royalties, revenues, issues, profits, proceeds (including, without limitation proceeds from the sale of all or any portion of the Land, the Property, or any interest therein) and other income and receipts from the Property, whether now due or which may become due or to which Mortgagor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any Lease, license, bill of sale or deed, Property Agreement or from or out of the Land, or any part thereof, including but not limited to any and all rights and claims of any kind Mortgagor may have against any lessee or subtenant, occupant or licensee of the Land or the Improvements, or against the purchaser under any timber deed, cutting agreement or timber sale agreement or any other lease or other agreement in any way relating to the Timber (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Land and all claims as a creditor in connection with any of the foregoing).

"Secured Obligations" means (i) the due and punctual payment of the present and future Indebtedness by Mortgagor and (ii) the performance of any and all other present and future obligations of Mortgagor to Lender under the Loan Documents; and (iii) all future supplemental or additional loans, future advances or extensions of credit by Lender or its affiliate, and all other future financial obligations incurred by Mortgagor in favor of Lender or its affiliate, which by their express terms are secured by this Security Instrument.

"Timber" means all trees of every kind and species, whether now or hereafter growing, standing or otherwise located on the Land, all increases thereof and additions thereto; all timber of every kind and species (whether or not merchantable), whether severed or unsevered, including standing and downed timber, and stumps and cut timber lying, being or remaining on the Land or removed from the Land (until title to such property passes to a purchaser pursuant to the terms of a timber sale agreement, at which time such property shall cease to constitute "Timber" hereunder); and all Forest Products arising out of, generated by or from the Land (until title to the Timber giving rise to such Forest Products passes to a purchaser pursuant to the terms of a timber sale agreement, at which time such Forest Products shall cease to constitute "Timber" hereunder).

“Water Rights” means all of Mortgagor’s right, title and interest in all water (including any water inventory in storage), water rights and entitlements, other rights to water and to receive water, and water rights of every other kind or nature, that serve the Land, including, without limitation, stored water, groundwater, surface water, riparian rights, drainage rights, and all rights to obtain water from governmental water district and non-governmental water companies. Water Rights include, without limitation, all of Mortgagor’s right, title and interest in the water, water rights and entitlements and other rights described under ***“Water Rights”*** in the attached Exhibit B which is incorporated herein by reference.

“Wood Supply Agreements” means all agreements and contracted obligations whereby Mortgagor, as seller, may become obligated to cut, harvest or otherwise remove Timber harvested from the Land and to sell, exchange or deliver such Timber to Persons other than Mortgagor.

1.02 Other Definitions.

Capitalized terms used but not defined in this Security Instrument are defined in the Loan Agreement.

**ARTICLE II.
REPRESENTATIONS AND WARRANTIES**

Mortgagor represents and warrants to Lender as follows, which representations and warranties shall be true as of the date of this Security Instrument and as of the date of each disbursement of the Loan:

2.01 Authorization and Validity

Mortgagor is the lawful owner of the Property and holds good and marketable title to the Property free and clear of all defects, mortgages, liens, encumbrances, easements, exceptions, assessments, security interests, claims and rights of others, except the Permitted Exceptions. Mortgagor has the power and authority to grant the Property as provided in and by this Security Instrument, to own and operate the Property, and to execute, deliver, and perform the obligations under the Loan Documents. Mortgagor is in material compliance with all applicable Laws and Restrictions.

2.02 Additional Representations and Warranties

(a) The Property is used principally or primarily for agricultural or commercial timber purposes. (b) All material costs for labor and materials for the construction of the Improvements have been paid in full. (c) This Security Instrument secures an obligation incurred exclusively for commercial, business or investment purposes and Mortgagor warrants to Lender that the Loan proceeds shall be used exclusively for commercial, business or investment purposes. (d) Intentionally Deleted. (e) Except as disclosed to Lender in writing in connection with the Loan closing, there is no personal residence located on the Land. (f) The Property is assessed for real estate tax purposes as one or more wholly independent tax lot(s), separate from any adjoining land or improvements, and no other land or improvements are assessed and taxed together with the Property.

**ARTICLE III.
COVENANTS**

Mortgagor covenants and agrees as follows:

3.01 Insurance.

Mortgagor, at its sole cost and expense, will keep and maintain for the mutual benefit of Mortgagor and Lender the insurance required under the Loan Agreement. All of Mortgagor’s right, title and interest in and to all proceeds of

policies of property insurance related to the Property are hereby assigned (to the fullest extent assignable) to Lender who shall have the right, but not the obligation, to assign the same to any purchaser of the Property at any foreclosure sale.

3.02 Restrictive Uses.

Except as permitted under the Loan Agreement, Mortgagor will not initiate, join in, or consent to any change in the current use of the Land or in any zoning ordinance, private restrictive covenant, assessment proceedings or other public or private restriction limiting or restricting the uses that may be made of the Land or any part thereof or in any way change the boundaries of the Land (including without limitation, any agreed boundary line changes or lot line adjustments).

3.03 Prohibited Transfers.

Mortgagor will not cause, suffer or permit any Transfer except as permitted under the Loan Agreement.

3.04 Permitted Exceptions; Appurtenant Easements.

Mortgagor will timely perform all of the material covenants and other obligations made or owing by Mortgagor to any other person related to the Property, including, without limitation, the Permitted Exceptions and each easement that is appurtenant to the Land. Except as permitted under the Loan Agreement, Mortgagor shall keep the Property free from all liens and encumbrances, whether prior or subordinate to this Security Instrument, other than the Permitted Exceptions and the lien of current real estate taxes and assessments that are not past due.

**ARTICLE IV.
ASSIGNMENT OF RENTS AND PROCEEDS, LEASES AND AGREEMENTS**

4.01 Assignment of Rents and Proceeds and Leases.

Mortgagor absolutely and unconditionally assigns and transfers to Lender: (a) the Leases; and (b) the Rents and Proceeds whether now due, past due or to become due, and gives to and confers upon Lender any and all rights and claims of any kind that Mortgagor may have against lessees under the Leases or account debtors, and the right, power and authority to collect such Rents and Proceeds, and apply the same to the Indebtedness or the satisfaction of any obligation. Mortgagor irrevocably appoints Lender its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Mortgagor or in the name of Lender, for all such Rents and Proceeds.

4.02 Assignment of Property Agreements.

Mortgagor sells, assigns, transfers, sets over and delivers to Lender all of Mortgagor's right, title and interest in and to any and all Property Agreements. The foregoing assignment encompasses the right of Mortgagor to (a) terminate any of the Property Agreements, (b) perform or compel performance and otherwise exercise all remedies under the Property Agreements, and (c) collect and receive all sums which may become due Mortgagor or which Mortgagor may now or shall hereafter become entitled to demand or claim, under the Property Agreements.

4.03 Revocable License.

So long as there is no Event of Default, Mortgagor shall have a license to collect all Rents and Proceeds and all other sums which may become payable to Mortgagor under the Property Agreements. If there is an Event of Default, Lender shall have the right, on written notice to Mortgagor, to terminate and revoke such license and shall have the right and

authority then or thereafter to exercise and enforce any and all of its rights and remedies provided in Section 4.01 and Section 4.02 or by law or at equity.

4.04 Non-Responsibility.

Lender's acceptance of the assignments in Section 4.01 and Section 4.02 and all the rights, powers, privileges and authority so granted shall not obligate Lender to assume any obligations in respect of the Rents and Proceeds or under the Property Agreements or take any action thereunder or to expend any money or incur any expense or perform or discharge any obligation, duty or liability in respect of the Rents and Proceeds or under the Property Agreements or to assume any obligation or responsibility for the nonperformance of the provisions thereof by Mortgagor.

**ARTICLE V.
SECURITY AGREEMENT AND FIXTURE FILING**

5.01 Fixture Filing.

This Security Instrument constitutes a fixture filing with respect to all Fixtures included in the Property.

5.02 Grant of Security Interest.

This Security Instrument will be filed for record in the real property records of Autauga, Calhoun, Chilton, Clay, Cleburne, Coosa, Randolph, Shelby, St. Clair, Talladega and Tallapoosa Counties, Alabama, and constitutes a security agreement pursuant to the Uniform Commercial Code with respect to:

- (a) Any of the Property which, under applicable law, is not real property or effectively made part of the real property by the provisions of this Security Instrument; and
- (b) Any and all other property now or hereafter described on any Uniform Commercial Code Financing Statement naming Borrower as Debtor and Lender as Secured Party and affecting property in any way connected with the use and enjoyment of the Property (any and all such other property constituting "Property" for purposes of this Security Instrument).

Borrower grants Lender a security interest in all property described in clauses (a) and (b) above as security for the Secured Obligations.

5.03 UCC Filing.

Mortgagor agrees to execute and deliver on demand and irrevocably constitutes and appoints Lender the attorney-in-fact of Mortgagor to execute, deliver and, if appropriate, file with the appropriate filing officer or office such instruments as Lender may request or require in order to impose, perfect or continue the perfection of the lien or security interest created by this Security Instrument, all at Mortgagor's expense. Mortgagor authorizes Lender to file all documents Lender regards as necessary to evidence or perfect the security interests granted by this Security Instrument and to continue or amend the same.

**ARTICLE VI.
REMEDIES**

6.01 Remedies.

If there is an Event of Default, Lender may at any time declare all of the Indebtedness to be due and payable without any further presentment, demand, protest or notice of any kind. Lender, in its sole discretion, may also do any of the following: (i) Lender may, in person or by agent, and without notice to Mortgagor, enter upon and take possession of

the Property, and exercise all rights and powers of Mortgagor with respect to the Property, either in the name of Mortgagor or Lender, and do any act which Lender deems necessary to preserve the value or marketability of the Property. (ii) Lender may sue for or otherwise collect the Rents and Proceeds, and apply them, less Costs incurred in their collection, against the Secured Obligations, all in such order as Lender may determine. (iii) Lender may appear in and defend any action or proceeding purporting to affect, in any manner whatsoever, the Secured Obligations, the security hereof or the rights or powers of Lender. (iv) Lender may pay, purchase or compromise any encumbrance, charge or lien that in the judgment of Lender is prior or superior to this Security Instrument. (v) Lender may commence an action to foreclose this Security Instrument in any manner provided hereunder or by law. (vi) With respect to any personal property, Lender may proceed as to both the real and personal property in accordance with Lender's rights and remedies in respect of the Land, or proceed to sell said personal property separately and without regard to the Land. (vii) Lender may seek specific performance of any provisions in the Loan Documents. (viii) Lender may sue for and recover judgment on the Note either before, during or after any proceedings for the enforcement of the Loan Documents and without any requirement of any action being taken to realize on the Property or otherwise enforce the Loan Documents. (ix) Lender may exercise any other right or remedy available at law or in equity under this Security Instrument, the other Loan Documents or any statute. In exercising any of the foregoing, Lender may pay necessary Costs. All remedies of Lender in this Security Instrument are cumulative and in addition to any and all other rights and remedies provided in the other Loan Documents or by law, including any right of offset. The exercise of any right or remedy by Lender shall not cure or waive any Event of Default, or invalidate any act done pursuant to any notice of Default, or prejudice Lender in the exercise of any of its other rights under the Loan Documents.

6.02 Appointment of Receiver.

In addition to the rights and remedies provided under this Security Instrument, if there is an Event of Default, as a matter of strict right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the then value, adequacy or condition of the Property, the danger of loss, removal, or material injury to the Property, or the solvency of Mortgagor, or the condition of the Property, Lender may apply *ex parte* to any court having jurisdiction to appoint a Receiver without bond to enter upon and take possession of the Property. Mortgagor waives notice of any application for the appointment of a Receiver, provided a hearing to confirm such appointment with notice to Mortgagor is set within the time required by law. Mortgagor hereby agrees that Lender has a special interest in the Property and absent the appointment of such Receiver the Property shall suffer waste and deterioration and Mortgagor agrees it shall not contest the appointment of a Receiver and hereby so stipulates to such appointment pursuant to this Section. Any such Receiver shall have all the powers and duties of receivers in like or similar cases and all the powers and duties of Lender in case of entry as provided herein. Unless earlier terminated, the receivership shall continue until the date of confirmation of a foreclosure sale.

6.03 UCC Remedies.

In addition to the rights and remedies provided under this Security Instrument, if there is an Event of Default, Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as to any Property that is personal property and shall have (i) the right to cause any of the Property which is personal property to be sold at any one or more public or private sales as permitted by applicable law and to apply the proceeds thereof to the Indebtedness or the satisfaction of any of the Secured Obligations, and (ii) the right to apply any Property which is cash, negotiable documents or chattel paper to the Indebtedness or to the satisfaction of any of the Secured Obligations. Any such disposition may be conducted by an employee or agent of Lender. Any person, including both Mortgagor and Lender, shall be eligible to purchase any part or all of such personal property at any such disposition.

6.04 Advances.

If Mortgagor fails to perform or comply with any term in the Loan Documents or any other agreement, then Lender in its sole discretion: (a) may make any payment hereunder or thereunder payable by Mortgagor, and take out, pay for



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and maintain any of the insurance policies provided for herein or therein; and/or (b) if there is an Event of Default, perform any such other act to be performed by Mortgagor and enter the Property for such purpose. No payment or performance by Lender shall be deemed to have cured any Default or Event of Default.

6.05 No Mortgagee in Possession.

Neither the assignments in Section 4.01 or Section 4.02 or Lender's exercise of any of its rights or remedies under this Security Instrument shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Lender, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a Receiver for the Property by any court at the request of Lender or by agreement with Mortgagor or the entering into possession of the Property by such Receiver be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation thereof.

6.06 Foreclosure Sale.

To the full extent allowed by law, Mortgagor waives its right, if any, to require that the Property be sold as separate lots, parcels or items, and Lender shall have the right, in its sole and absolute discretion, to cause the Property to be sold either as a whole or in separate lots or parcels or items as Lender shall determine, and in such order as Lender may determine, and if Lender elects more than one sale or other disposition of the Property, Lender at its option may cause the sales to be conducted simultaneously or successively, on the same day or at different days or times and in such order as Lender may deem to be in its best interests, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not then sold until all the Indebtedness has been paid. If Lender elects to dispose of the Property through more than one sale, Mortgagor shall pay the reasonable Costs incurred with each such sale and proceeding. At any such sale, Lender may acquire the Property and, in lieu of paying cash, may pay by crediting against the Secured Obligations the amount of its bid, after deducting therefrom any sums which Lender is authorized to deduct under the provisions of the Loan Documents.

6.07 Waiver of Order of Sale and Marshaling.

Lender shall have the right to determine the order in which any or all portions of the Secured Obligations are satisfied from the proceeds realized upon the exercise of any of the remedies provided herein. To the fullest extent permitted by law, Mortgagor, any party who consents to this Security Instrument, and any party who now or hereafter acquires an interest in the Property and who has actual or constructive notice hereof, waives any and all right to require marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein, or to direct the order in which any of the Property will be sold in the event of any sale under this Security Instrument.

6.08 Costs.

All Costs incurred by Lender in the exercise of any right or remedy under this Security Instrument: (i) shall be immediately due and payable on demand; (ii) shall accrue interest under the Loan Agreement from the date of expenditure by Lender; and (iii) shall be added to the Indebtedness and secured by the other Loan Documents prior to any right, title or interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Instrument. This Section 6.08 shall apply whether or not the sum was expended or the cost or expense incurred while there is an Event of Default.

6.09 Expenses.

Expenses of retaking, holding, preparing for sale, selling or the like pertaining to the Property shall be borne by Mortgagor and shall include Lender's Attorney Fees. Mortgagor, upon demand of Lender shall assemble the Property and make it available to Lender at the Property, a place which is deemed to be reasonably convenient to Lender and Mortgagor. Lender shall give Mortgagor at least ten (10) days prior written notice of the time and place of any public sale or other disposition of the Property or of the time after which any private sale or any other intended disposition is to be made. Any such notice sent to Mortgagor in the manner provided for the mailing of notices herein is deemed to be reasonable notice to Mortgagor.

6.10 Expenses during Redemption Period.

The purchaser at any foreclosure sale hereunder may, during any redemption period under applicable law, make such repairs and take such actions on the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insurance of the Property. All sums expended by the purchaser in the exercise of any such right or remedy and all reasonable costs and expenses so incurred, together with interest thereon as provided in the Loan Agreement from the date of expenditure are Costs and shall be added to the amount required to be paid for the redemption from such sale.

6.11 Additional Provisions as to Remedies.

No recovery of any judgment by Lender and no levy of an execution upon the Property or any other property of Mortgagor shall affect the lien and security interest created by this Security Instrument and such liens, rights, powers, and remedies shall continue unimpaired as before. Lender may resort to any security given by this Security Instrument or any other security now given or hereafter existing to secure the Indebtedness, in whole or in part, in such portions and in such order as Lender may deem advisable, and no such action shall be construed as a waiver of any of the liens, rights, or benefits granted hereunder. If Lender has started enforcement of any right by foreclosure, sale, entry, or otherwise and such proceeding shall be discontinued, abandoned, or determined adversely for any reason, then Mortgagor and Lender shall be restored to their former positions and rights under the Loan Documents with respect to the Property, subject to the lien and security interest hereof.

6.12 Waiver of Rights and Defenses.

To the fullest extent Mortgagor may do so under applicable law, Mortgagor (a) will not at any time insist on, plead, claim, or take the benefit of any statute or rule of law now or later enacted providing for any appraisal, valuation, stay, extension, moratorium, redemption, rescission, or any statute of limitations; (b) for itself, its successors and assigns, and for any person ever claiming an interest in the Property (other than Lender), waives and releases all rights of redemption, reinstatement, valuation, appraisal, rescission, set-off, notice of intention to mature or declare due the whole of the Indebtedness, in the event of foreclosure (or extinguishment by transfer of title by power of sale) of the liens and security interests created under the Loan Documents; (c) shall not be relieved of its obligation to pay the Indebtedness as required in the Loan Documents nor shall the lien or priority of the Loan Documents be impaired by any agreement renewing, extending, or modifying the time of payment or the provisions of the Loan Documents (including a modification of any interest rate), unless expressly released, discharged, or modified by such agreement. Regardless of consideration and without any notice to or consent by the holder of any subordinate lien, security interest, encumbrance, right, title, or interest in or to the Property, Lender may (i) release any person liable for payment of the Indebtedness or any portion thereof or any part of the security held for the Indebtedness or (ii) modify any of the provisions of the Loan Documents without impairing or affecting the Loan Documents or the lien, security interest, or the priority of the modified Loan Documents as security for the Indebtedness over any such subordinate lien, security interest, encumbrance, right, title, or interest.

**ARTICLE VII.
ADDITIONAL TERMS**

7.01 General Provisions

(a) No Waiver. No failure or delay by Lender to insist upon strict, full and complete payment when due of any portion of the Indebtedness, or to insist upon the performance of any Secured Obligation when due, or to exercise any right or remedy hereunder shall constitute a waiver of any such failure to pay, or waiver of the breach of any such Secured Obligation, or a waiver of the later exercise of such right or remedy.

(b) Notices. All notices or other written communications hereunder between Mortgagor and Lender shall be given as provided in the Loan Agreement.

(c) Joinder of Foreclosure. Should Lender hold any other or additional security for the performance of the Secured Obligations, its sale or foreclosure upon any Event of Default, in Lender's sole discretion, may be prior to, subsequent to, or joined or otherwise contemporaneous with any sale or foreclosure under this Security Instrument.

(d) Governing Law. This Security Instrument shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of laws rules.

(e) Subordination. At Lender's option evidenced by Lender's unilateral declaration to this effect, this Security Instrument may be foreclosed subject to any or all Property Agreements or Leases and to any and all contracts of sale; provided that the lien of this Security Instrument and Lender's rights to any proceeds and Net Proceeds for any Casualty or Taking shall remain prior.

(f) Waiver of Right to Trial by Jury. Mortgagor waives, to the fullest extent allowed by law, the right to a jury trial in any action under or relating to the Loan Documents, all as provided in the Loan Agreement.

(g) Successors and Assigns. This Security Instrument applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

(i) Defense of Title and Rights under Documents. Mortgagor shall forever warrant, defend and preserve Mortgagor's title to the Property, the validity, enforceability and priority of this Security Instrument and the other Loan Documents and the lien or security interest created thereby, and any rights of Lender under the Loan Documents against the claims of all persons, and shall promptly notify Lender of any such claims. Lender is authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper for the defense of any such proceeding or the protection of the lien, security interest, validity, enforceability, or priority of the Loan Documents, title to or value of the Property, or any rights of Lender under the Loan Documents. Mortgagor authorizes Lender to take any actions required to be taken by Mortgagor, or permitted to be taken by Lender, in the Loan Documents in the name and on behalf of Mortgagor. Lender, without notice to or demand upon Mortgagor, and without waiving or releasing any Secured Obligations or Default, may (but shall not be obligated to) make such payment or perform such act for the account and at the expense of Mortgagor, and Mortgagor shall reimburse Lender on demand for all expenses (including attorneys' fees and costs of recovery) incurred by it in connection with the foregoing. All such expenses of Lender, until reimbursed by Mortgagor, shall be part of the Secured Obligations, bear interest from the date of demand at the Default Rate, and shall be secured by the security interest created by this Security Instrument.

(j) Severability. If any term or provision of this Security Instrument shall be determined to be illegal or unenforceable, all other terms and provisions in this Security Instrument shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.



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(k) Execution in Counterparts. This Security Instrument may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Security Instrument may be detached from any counterpart of this Security Instrument without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Security Instrument identical in form hereto but having attached to it one or more additional signature pages

(l) Recording in Multiple Counties. This Security Instrument is being executed in duplicate originals for simultaneous recording in the following counties: Autauga, Calhoun, Chilton, Clay, Cleburne, Coosa, Randolph, Shelby, St. Clair, Talladega and Tallapoosa Counties, Alabama. The duplicates together constitute a single instrument. Lender may cause a foreclosure sale or file an action to enforce any right or remedy under this Security Instrument or applicable law as to all the Property in any such County, in Lender's sole and absolute discretion. Mortgagor consents to venue and jurisdiction in any such County.

7.02 Waiver of Partition.

Mortgagor waives all rights to partition all or any portion of the Property, and understands that Lender is relying upon this waiver to make the Loan secured by this Security Instrument. Mortgagor agrees that each of the following is a prohibited Transfer under the Loan Agreement and an Event of Default without the requirement of notice: (a) the commencement any action or suit for partition of all or any portion of the Property, and (b) the entry of any judgment or decree for partition of all or any portion of the Property.

7.03 Release.

Upon payment in full and performance in full of the Secured Obligations, this Security Instrument and Lender's right, title and interest in and to the Property shall automatically terminate. Promptly following Mortgagor's payment in full and performance in full of the Secured Obligations and Mortgagor's written request therefor, at Mortgagor's sole cost and expense, but without any fee payable to Lender, Lender shall release the liens and security interests created by this Security Instrument pursuant to a recorded instrument reasonably acceptable to Mortgagor and Lender.

**ARTICLE VIII.
STATE LAW PROVISIONS**

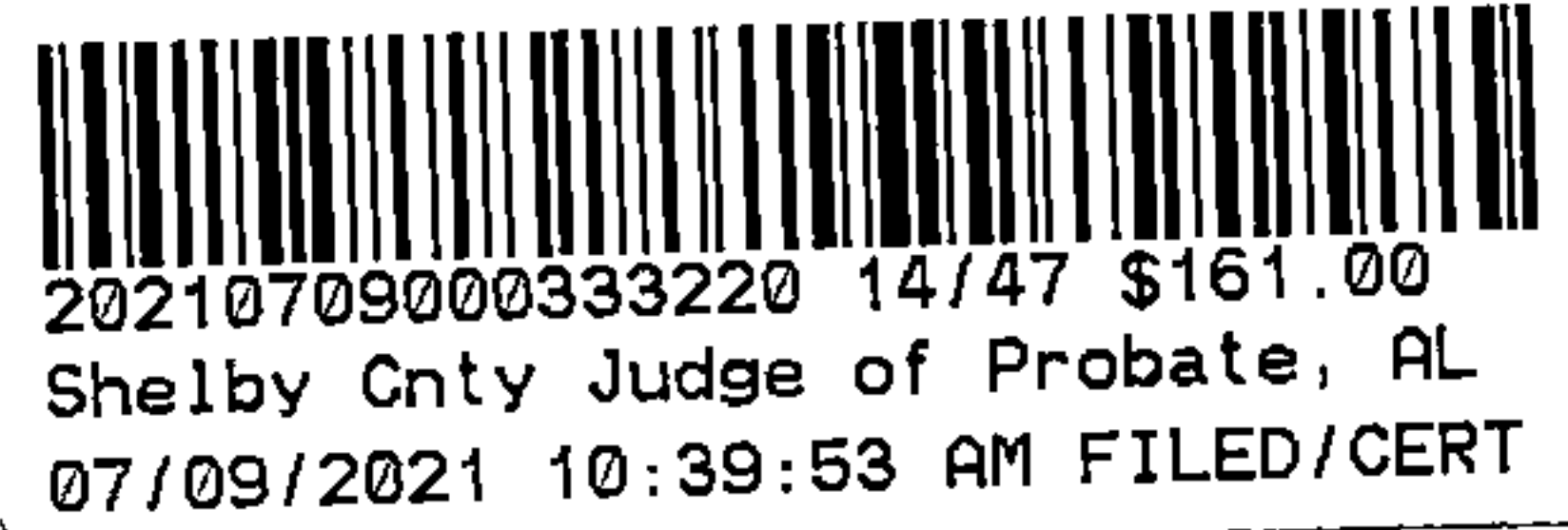
8.01 **Principles of Construction.** In the event of any inconsistencies between the terms and conditions of this Article VIII and the other terms and conditions of this Security Instrument, the terms and conditions of this Article VIII shall control and be binding.

8.02 **Power of Sale.** In addition to the rights and remedies set forth in Article VI, if an Event of Default exists, this Security Instrument shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and Lender shall be authorized, at its option, whether or not possession of the Property is taken, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) under the power of sale which is hereby given to Lender, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Property to be sold, by publication in some newspaper published in the county or counties in which the Land to be sold is located. If there is Land to be sold in more than one county, publication shall be made in all counties where the Land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. Lender may bid at any sale held under this Security Instrument and may purchase the Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Lender, in the exercise of the power of sale herein given, elects to sell the Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Property not previously sold shall have been sold or all the Secured Obligations shall have been paid in full and this Security Instrument shall have been terminated as provided herein.

8.03 **Foreclosure Deeds.** To the extent permitted by applicable law, Mortgagor hereby authorizes and empowers Lender or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

8.04 **Multiple Sales.** If an Event of Default exists, Lender shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Security Instrument, but without declaring the whole Secured Obligations due. Any such sale may be made subject to the unmatured part of the Secured Obligations, and such sale, if so made, shall not affect the unmatured part of the Secured Obligations, but as to such unmatured part of the Secured Obligations this Security Instrument shall remain in full force and effect as though no sale had been made under this Article VIII. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Secured Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Property for any matured part of the Secured Obligations without exhausting the power of foreclosure and the power to sell the Property for any other part of the Secured Obligations, whether matured at the time or subsequently maturing.

8.05 **Additional Fixture Filing Language.** This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Property and is to be filed and recorded in, among



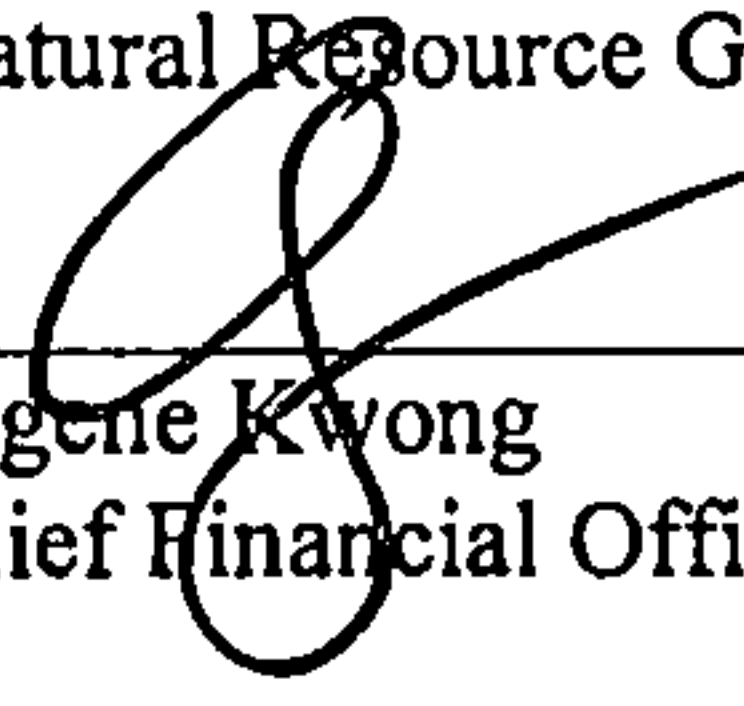
other places, the real estate records of the county where the Property is located. For this purpose the following information is included: The Property is described by item or type in Section 1.01. Mortgagor is the debtor, and Lender is the secured party. The names of the debtor (Mortgagor) and the secured party (Lender) are given in the first paragraph of this Security Instrument. The mailing addresses of Lender set out in the first paragraph hereof are addresses of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out in the first paragraph hereof is a mailing address for the debtor. A statement indicating the types, or describing the items, of collateral is set forth in Section 1.01. The real estate to which the goods are or are to be affixed is described in Exhibit A. The Mortgagor is the record owner of the Land.

IN WITNESS WHEREOF, Mortgagor has caused this Security Instrument to be executed by its duly authorized manager on the date of the acknowledgment of the Mortgagor's signature below, to be effective as of the day and year first above written.

Mortgagor

KYMULGA LLC,
a Delaware limited liability company

By: Hancock Natural Resource Group, Inc., its Manager

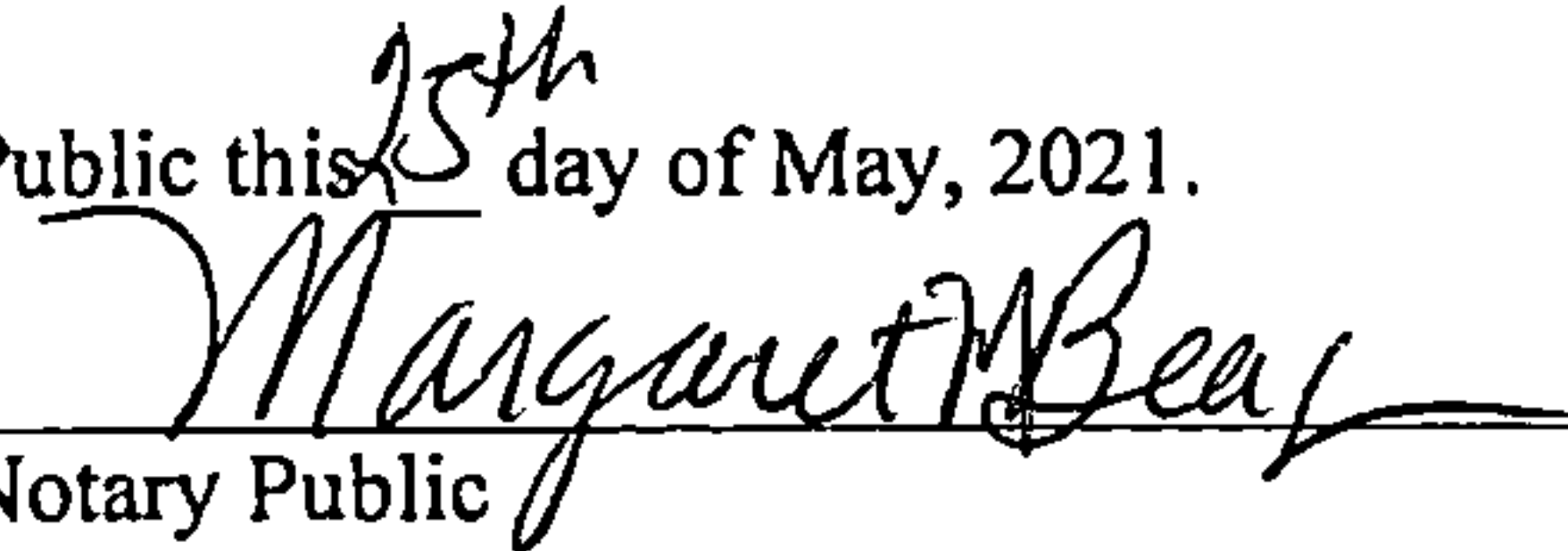
By: 
Name: Eugene Kwong
Title: Chief Financial Officer and Treasurer

ACKNOWLEDGMENT


COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

I, a Notary Public, in and for said County in said COMMONWEALTH, hereby certify that Eugene Kwong, whose name as Chief Financial Officer and Treasurer of Hancock Natural Resource Group, Inc., a Delaware corporation and the manager of Kymulga LLC, a Delaware limited liability company, is signed to the foregoing instrument or 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 officer and with full authority, executed the same voluntarily for and as the act of said company.

WITNESS my hand and seal as such Notary Public this ^{15th} day of May, 2021.


Notary Public

My Commission Expires:

 **MARGARET M. BEAGEN**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 19, 2027

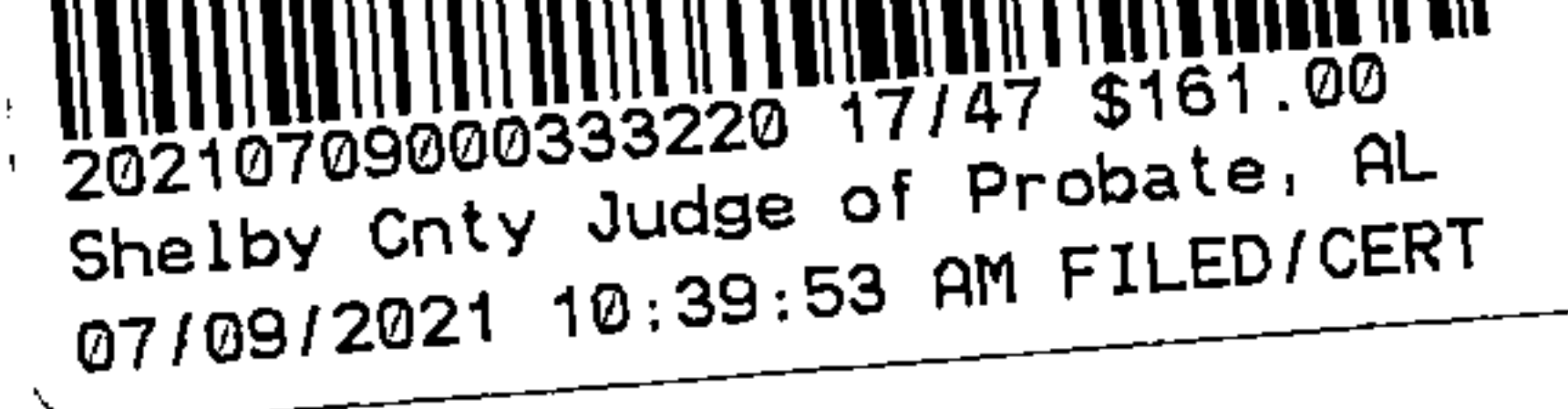


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EXHIBIT A
(Legal Description of the Land)

The Land is located in of Autauga, Calhoun, Chilton, Clay, Cleburne, Coosa, Randolph, Shelby, St. Clair, Talladega and Tallapoosa Counties, Alabama, and is legally described as follows:

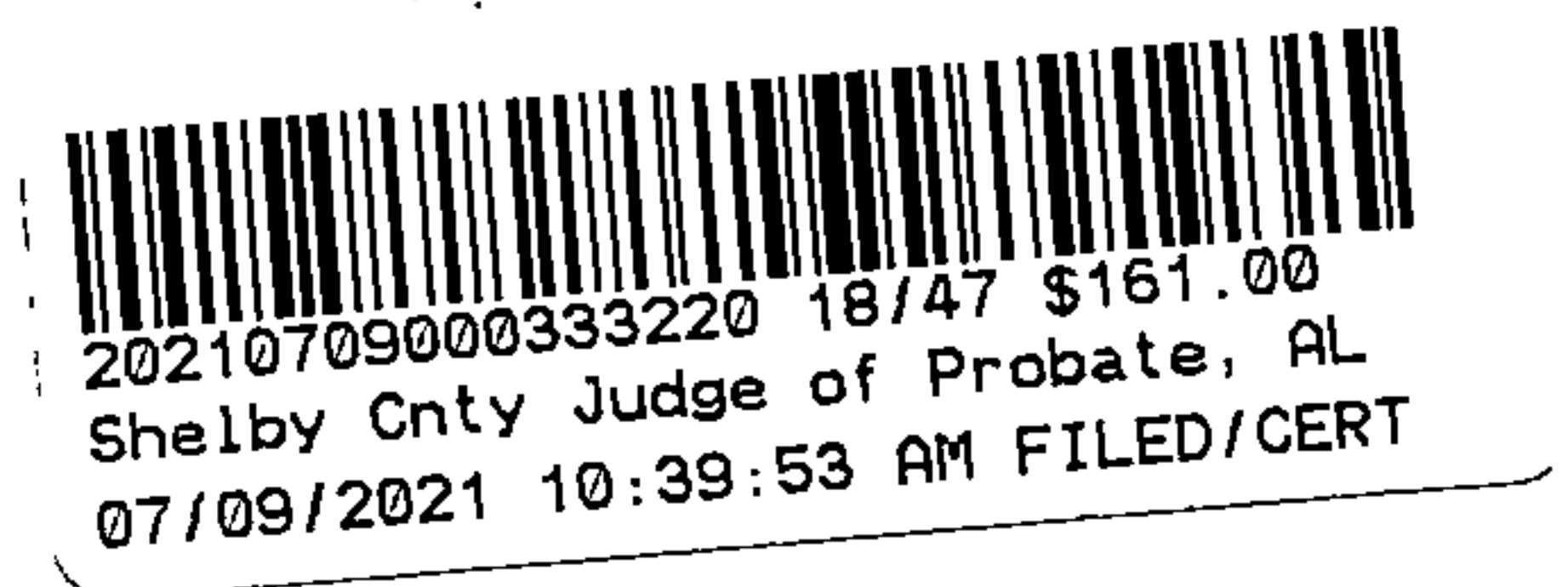
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PROPERTY DESCRIPTION

The following property in Autauga County, Alabama:

NW 1/4 OF SE 1/4 1 19 North 13 East



The following property in Calhoun County, Alabama:

W 1/2 of SE 1/4 E 1/2 of SE 1/4	22	13 South	8 East
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W 1/2 of SW 1/4 E 1/2 of NE 1/4 W 1/2 of NW 1/4 E 1/2 of SW 1/4 W 1/2 of SE 1/4	23	13 South	8 East
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W 1/2 of NE 1/4 N 1/2 of NW 1/4 SW 1/4 of NW 1/4	27	13 South	8 East
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The following described property situated in Chilton County, Alabama:

Township 21 North, Range 13 East

The SE 1/4 of the SE 1/4 of Section	10	21 N	13 E
The East 1/2 of the NE 1/4; the North 1/2 of the SE 1/4; and the East 1/2 of the SW 1/4	15	21 N	13 E

Township 22 North, Range 13 East

The SW 1/4 of the SE 1/4; and all that part of the SE 1/4 of the SW 1/4 lying on the east side of Cane Creek; all being in Section	7	22 N	13 E
The NW 1/4 of the NE 1/4; and all that part of the East 1/2 of the NW 1/4 lying East of Cane Creek; all being in Section LESS AND EXCEPT eleven (11) acres, more or less, in the Southeast corner of the SE 1/4 of the NW 1/4 of said Section 18, Township 22 North, Range 13 East.	18	22 N	13 E

Township 24 North, Range 13 East

The SE 1/4 of the NW 1/4; the NE 1/4 of the SW 1/4; LESS AND EXCEPT all that part lying East of Alabama Highway 155 conveyed by deed from Cahaba Forests LLC to James R. Blackmon and James Michael Blackmon dated June 16, 2005 and recorded in Real Book 362, page 34, in the Probate Office of Chilton County, Alabama.	29	24 N	13 E
The South 1/2 of the SW 1/4	29	24 N	13 E
The NE 1/4 of the NE 1/4 of Section	31	24 N	13 E
The NW 1/4 of the NW 1/4 of Section	32	24 N	13 E

Township 22 North, Range 15 East

The SE 1/4 of the SE 1/4;	5	22 N	15 E
The West 1/2 of the East 1/2, less and except one acre reserved for a school	5	22 N	15 E

LESS AND EXCEPT that portion of the West One-half of the Northeast Quarter (W 1/2 of NE 1/4) lying North and East of Chilton County Road 252; and that part of the Northwest Quarter of the Southeast Quarter (NW 1/4 of SE 1/4) lying East of Chilton County Road 252; by deed from Cahaba Forests LLC to Russell Barton and Gene Popwell dated April 7, 2004 and recorded in Real Book 326, page 90 in the Probate Office of Chilton County, Alabama.

The NW 1/4 of the NE 1/4; the East 1/2 of the NE 1/4 of Section	8	22 N	15 E
The NW 1/4 of the NW 1/4 of Section	9	22 N	15 E
All of Section LESS AND EXCEPT the SE 1/4 of the SE 1/4	17	22 N	15 E



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The East 1/2 of the NE 1/4 of Section

19 22 N 15 E



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The following described property situated in Clay County, Alabama

Township 21 South, Range 6 East

NW 1/4 of the NE 1/4 5 21 South 6 East

LESS AND EXCEPT that portion of the NW 1/4 of the NE 1/4 of Section 5, Township 21 South, Range 6 East, lying East of County Road 7 in Clay County, Alabama. Being that property sold to Michael O. Adair on October 23, 2017, and recorded in RLEST Book 469, page 110, in the Probate Office of Clay County, Alabama.

All of the land lying east of Hatchett Creek in NE 1/4 of the NW 1/4 5 21 South 6 East

Township 19 South, Range 8 East

SW 1/4 of NW 1/4 15 19 South 8 East

NW 1/4 of SW 1/4 15 19 South 8 East

Northeast 1/4 of Southwest 1/4 15 19 South 8 East

West 1/2 of Southwest 1/4 of Northeast 1/4 15 19 South 8 East

Southeast 1/4 of Northeast 1/4 of Northwest 1/4 15 19 South 8 East

South 1/2 of Southwest 1/4 less and except a tract reserved by Paul Thomas in a sale to Georgia Marble Company described as follows: Start at the Southeast corner of SE 1/4 of SW 1/4 of Section 15, Township 19 South, Range 8 East, thence North 86 degrees West 21.01 chains to the Point of Beginning, thence North 86 degrees West 10 chains, thence due North 4.41 chains, thence North 54 degrees 30 minutes East 9.54 chains, thence South 28 degrees East 3.22 chains, thence South 47 degrees 30 minutes East 0.73 chains, thence due South 7.14 chains to the point of beginning.

SE 1/4 of the SE 1/4 16 19 South 8 East

A parcel of land described as follows: Commence at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, Township 19 South, Range 8 East, said point being the point of beginning of a parcel of land herein to be described, then North 3 deg. 15 min. East 348 feet to a point on the South margin of right-of-way of county paved road, thence along said right-of-way North 85 deg. 30 min West 551.3 feet to a point, thence South 1 deg. 00 min. West 300 feet to a point, thence North 89 deg. 00 min. West 300 feet to a point, thence North 1 deg. 00 min. East 300 feet to a point on the South margin of right-of-way of County paved road, thence along

said right-of-way North 89 deg. 00 min. West 113.7 feet to a point, thence North 87 deg. 00 min. West 104.9 feet to a point, thence North 85 deg. 45 min. West 118 feet to a point, thence North 84 deg. 00 min. West 129.2 feet to a point, thence leave said right-of-way and run South 3 deg. 15 min. West 347 feet to a point, thence South 87 deg. 00 min. East 1320 feet to said point of beginning. The parcel of land herein described lies in the South 1/2 of the Northeast Quarter of the Southeast Quarter of Section 16, Township 19 South, Range 8 East, Clay County, Alabama.

Township 21 South, Range 8 East

SE 1/4 of SE 1/4	19	21 South	8 East
E 1/2 of NW 1/4 of SE 1/4 SW 1/4 of SE 1/4	30	21 South	8 East
SE 1/4 of SW 1/4	30	21 South	8 East
SW 1/4 of SW 1/4	31	21 South	8 East

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 21 South, Range 8 East, Clay County, Alabama, being more particularly described as follows: Commencing at a 1 1/2" rebar in place, accepted as the Southwest corner of Section 31, Township 21 South, Range 8 East, Clay County, Alabama; thence proceed North 79 deg. 58 min. 09 sec. East a distance of 688.25 feet to a 1/2" capped rebar set (stamped CA-615-LS), located on the Northerly right of way of Mt. Zion Church Road, said point being the point of beginning. From this beginning point proceed N 39 deg. 42 min. 33 sec. East a distance of 412.28 feet to a wooden power pole in place; thence North 35 deg. 04 min. 23 sec. East a distance of 59.52 feet to a 1/2" capped rebar set (stamped CA-615-LS); thence North 86 deg. 05 min. 21 sec. East a distance of 68.04 feet to a 1/2" capped rebar set (stamped CA-615-LS), located on the Westerly right of way of Clay County Highway No. 5; thence along said right of way South 28 deg. 38 min. 45 sec. West a distance of 456.03 feet to a 1/2" capped rebar set (stamped CA-615-LS), located at the intersection of the Westerly right of way of Clay County Highway No. 5 and the Northerly right of way of Mt. Zion Church Road; thence along said Northerly right of way of Mt. Zion Church Road North 78 deg. 34 min. 18 sec. West a distance of 149.84 feet; back to the point of beginning.

Intentionally deleted by deed from Cahaba Forests, LLC to Mt. Zion Missionary Baptist Church dated August 13, 2014, and recorded in RLEST Book 421, page 184, in the Probate Office of Clay County, Alabama.

The Northeast Fourth (NE 1/4)	31	21 South	8 East
The North Half of the Northwest Quarter of Section	31	21 South	8 East
NW 1/4 N 1/2 of SW 1/4	32	21 South	8 East

LESS AND EXCEPT that part of the North One-Half of the Northwest Quarter (N 1/2 of NW 1/4) lying North and East of Bishop Road, county maintained road. Being the same property conveyed to Mountain Valley Forest Products, Inc. dated May 7, 2007, and recorded in RLEST Book 316, page 184, in the Probate Office of Clay County, Alabama.

The following described property situated in Cleburne County, Alabama:

15 South, Range 11 East

West half of the Southeast Quarter;	22	15 South	11 East
East half of Southwest Quarter;	22	15 South	11 East
East half of West half of Southwest Quarter;	22	15 South	11 East
S 1/2 of SW 1/4 of NW 1/4, except two acres, said exception described as follows: Beginning at the northwest corner of said 20 acre tract; thence East 70 yards; thence South 140 yards; thence West 70 yards; thence North 140 yards to the point of beginning.	22	15 South	11 East
Southeast Quarter of the Northwest Quarter	22	15 South	11 East
Also, four and 45/100 acres in the SE corner of SW 1/4 of NE 1/4 of Said section; beginning at SW corner of E 1/2 of SW 1/4 of NE 1/4; thence East 10 chains, more or less, along quarter line to location of forty corner; thence north and along forty line 4.65 chains to center of Pounds Mill Road; thence in a westerly direction 10 chains, more or less, along center line of said road to west line of E 1/2 of SW 1/4 of NE 1/4; thence south 4 chains, more or less, to point of beginning.	22	15 South	11 East
Also, eleven and 15/100 acres in E 1/2 of SW 1/4 of NE 1/4, commencing at the SW corner of said E 1/2 of SW 1/4 of NE 1/4; thence north and along line 4 chains, more or less, to center of Pounds Mill Road as point of beginning; thence in easterly direction along center of said road 10 chains, more or less, to Quarter-Quarter line; thence north along said line 8/10 chain, more or less; to center line of Old Cedartown Road; thence along road North 29 deg. West 3.1 chains; thence North 15 deg. West, 9.7 chains; thence North 42 deg. West, 2.3 chains; thence North 72 deg. West, 1.55 chains; thence South 84 deg. West, 3.0 chains to R. L. Chandler line, said line being west line of E 1/2 of SW 1/4 of NE 1/4; thence south and along said line 15.50 chains; more or less, to center of Pounds Mill Road, the point of beginning.	22	15 South	11 East
Also about 0.42 of an acre in the southwest corner of the SE 1/4 of NE 1/4; beginning at said SW corner of SE 1/4 of NE 1/4; thence east and along quarter line 0.75 chains, more or less; thence along center of old Cedartown Road North 8 deg. East, 3.1 chains; thence North 29 deg. West, 2.7 chains, crossing A. B. Bennett's crossroads and striking the quarter-quarter line where said line crosses center of old Cedartown Road; thence south along said quarter-quarter line 0.80 chains, more or less, to center of Pounds Mill Road; thence south 4.65 chains, more or less, to forty	22	15 South	11 East



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corner, the point of beginning.

Also, 9.6 acres (formerly described as five acres, more or less) on west side of NE $\frac{1}{4}$ of SE $\frac{1}{4}$) bounded on the East by old Cedartown Road, except about $\frac{1}{8}$ of an acre in the SE corner of the parcel of land in this forty west of the road, the 9.6 acres being described as follows: Beginning at NW corner of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, thence south and along quarter-quarter line 20 chains, more or less, to SW corner of said forty, thence east and along quarter-quarter line 10 chains, more or less, thence north 1.40 chains, more or less, to center of old Cedartown Road, thence in a northwesterly direction to north forty line along said road as follows: North $57\frac{1}{2}$ deg. West, 4.75 chains; thence North $12\frac{1}{2}$ deg. West, 2.50 chains; thence North $7\frac{1}{2}$ deg. East 4.30 chains; thence North 32 deg. West 2.90 chains; thence North $51\frac{1}{2}$ deg. West 3.30 chains; North 25 deg. West 2.65 chains; North 3 deg. West 2.60 chains to Quarter line, same being north line of said NE $\frac{1}{4}$ of SE $\frac{1}{4}$, thence West 0.75 chains to NW corner of said forty, the point of beginning.

22 15 South 11 East

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The following described property situated in Coosa County, Alabama:

Township 21 North, Range 16 East

SW 1/4 of the NE 1/4 12 21 North 16 East

NW 1/4 12 21 North 16 East

S 1/2 of the SW 1/4 12 21 North 16 East

LESS AND EXCEPT the following described 2 parcels of property, more particularly described as follows:
Parcel 1:

That certain property lying in the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 21 North, Range 16 East, Coosa County, Alabama, and more particularly described as follows:
Commence at a rock pile at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 21 North, Range 16 East, Coosa County, Alabama; thence South 89 degrees 51 minutes 42 seconds East, along 1/4 section line, 472.15 feet to an iron pin on the west bank of the backwater of Coosa River/Mitchell Lake; thence southerly, along the west bank of said river/lake, the following nineteen (19) calls: 1) South 19 degrees 04 minutes 26 seconds East, 132.22 feet; 2) South 08 degrees 42 minutes 31 seconds East, 137.36 feet; 3) South 08 degrees 11 minutes 55 seconds West, 96.00 feet; 4) South 35 degrees 24 minutes 13 seconds West, 33.41 feet; 5) South 61 degrees 47 minutes 13 seconds West, 133.11 feet; 6) South 75 degrees 05 minutes 35 seconds West, 73.23 feet; 7) North 54 degrees 50 minutes 41 seconds West, 57.29 feet; 8) North 24 degrees 06 minutes 44 seconds West, 34.82 feet; 9) North 53 degrees 46 minutes 44 seconds West, 37.02 feet; 10) North 86 degrees 47 minutes 23 seconds West, 21.68 feet; 11) South 15 degrees 49 minutes 24 seconds West, 20.32 feet; 12) South 17 degrees 18 minutes 09 seconds East, 63.05 feet; 13) South 09 degrees 17 minutes 39 seconds East, 42.50 feet; 14) South 11 degrees 12 minutes 41 seconds West, 35.61 feet; 15) South 45 degrees 54 minutes 11 seconds West, 120.02 feet; 16) South 54 degrees 23 minutes 30 seconds West, 72.98 feet; 17) South 15 degrees 11 minutes 43 seconds West, 102.55 feet; 18) South 24 degrees 40 minutes 21 seconds West, 67.72 feet; 19) South 54 degrees 14 minutes 23 seconds West, 37.76 feet to a point on the west line of Section 12; thence leaving said river/lake, North 01 degrees 03 minutes 59 seconds East, along said section line, 843.39 feet to the point of beginning. Containing 6.30 acres, more or less.

Parcel 2:

That certain property lying in the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 21 North, Range 16 East, Coosa County, Alabama, and more particularly described as follows:
Commence at a rock pile at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 12, Township 21 North, Range 16 East, Coosa County, Alabama; thence South 89 degrees 51 minutes 42 seconds East, along 1/4 section line, 542.20 feet to an iron pin at high-water mark, Lake Mitchell, said point being the POINT OF BEGINNING, thence leaving said lake, continue South 89 degrees 51 minutes 42 seconds East, along 1/4 section line, 226.34 feet to an iron pin at high-water mark, Lake Mitchell; thence southwesterly and northwesterly, along said high-water mark, the following twelve (12) chord calls: 1) South 56 degrees 27 minutes 00 seconds West, 9.75 feet; 2) South 51 degrees 14 minutes 54 seconds West, 27.33 feet; 3) South 34 degrees 50 minutes 21 seconds West, 32.91 feet; 4) South 19 degrees 45 minutes 26 seconds West, 26.96 feet; 5) South 31 degrees 41 minutes 25 seconds West, 42.27 feet; 6) South 57 degrees 18 minutes 47 seconds West, 35.43 feet; 7) South 85 degrees 16 minutes 59 seconds West, 20.18 feet; 8) North 64 degrees 30 minutes 27 seconds West, 8.89 feet; 9) North 44 degrees 50 minutes 52 seconds West, 33.03 feet; 10) North 30 degrees 17 minutes 03 seconds West, 53.78 feet; 11) North 41 degrees 11 minutes 32 seconds West, 51.05 feet; 12) North 13 degrees 24 minutes 51 seconds West, 20.65 feet to the point of beginning. Containing .39 acres, more or less. Being the same property described in deed from Cahaba Forests, LLC to Richard L. Reid dated November 15, 2002, and recorded in Deed Book 156, page 387, in the Probate Office of Coosa County, Alabama.

NW 1/4 of the SE 1/4 12 21 North 16 East

S 1/2 of the SE 1/4	12	21 North	16 East
Southwest 1/4 of Southeast 1/4	13	21 North	16 East

Township 24 North, Range 16 East

TRACT NO. 2: Commence at the Southwest corner of Section 12, Township 24 North, Range 16 East, Coosa County, Alabama, said point being the point of beginning. From this beginning point proceed South 89 degrees 51 minutes 00 seconds West along the North boundary of the Northeast one-fourth of the Northeast one-fourth of Section 14, Township 24 North, Range 16 East, Coosa County, Alabama, for a distance of 1320.70 feet; thence proceed South 00 degrees 22 minutes 00 seconds West along the West boundary of said Northeast one-fourth of the Northeast one-fourth of Section 14 for a distance of 1339.66 feet; thence proceed North 89 degrees 51 minutes 00 seconds East along the South boundary of Northeast one-fourth of the Northeast one-fourth for a distance of 1377.52 feet; thence proceed South 02 degrees 04 minutes 00 seconds East along the West boundary of the Southwest one-fourth of the Northwest one-fourth of Section 13, Township 24 North, Range 16 East, Coosa County, Alabama, for a distance of 670.19 feet; thence proceed South 88 degrees 57 minutes 00 seconds East for a distance of 1403.05 feet; thence proceed North 00 degrees 58 minutes 00 seconds West along the East boundary of said Southwest one-fourth of the Northwest one-fourth for a distance of 710.29 feet; thence proceed North 01 degrees 49 minutes 42 seconds West along the East boundary of the Northwest one-fourth of the Northwest one-fourth of Section 13 and along the East boundary of the Southwest one-fourth of the Southwest one-fourth, the East boundary of the Northwest one-fourth of the Southwest one-fourth and the East boundary of the Southwest one-fourth of the Northwest one-fourth for a distance of 5365.13 feet; thence proceed South 89 degrees 45 minutes 00 seconds West along the north boundary of the Southwest one-fourth of the Northwest one-fourth for a distance of 1322.81 feet; thence proceed South 00 degrees 26 minutes 11 seconds East along the West boundary of the Southwest one-fourth of the Northwest one-fourth, the West boundary of the Northwest one-fourth of the Southwest one-fourth and the West boundary of said Southwest one-fourth of the Southwest one-fourth for a distance of 4031.98 feet to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northeast one-fourth of Section 14, the Northwest one-fourth of the Northwest one-fourth and the Southwest one-fourth of the Northwest one-fourth of Section 13 and the Southwest one-fourth of the Southwest one-fourth, the Northwest one-fourth of the Southwest one-fourth and the Southwest one-fourth of the Northwest one-fourth of Section 12, Township 24 North, Range 16 East, Coosa County, Alabama, and contains approximately 234.25 acres, as shown on that certain survey prepared by Ray & Gilliland P.C. dated September 12, 2000.

Tract No. 2 Being that property deed from E.C.C.A. Calcium Products, Inc. to Cahaba Forests, LLC in deed dated December 12, 2000, and recorded in Deed Book 152, page 294, in the Probate Office of Coosa County, Alabama.

LESS AND EXCEPT the following parcel of land, to-wit:

The Northeast Quarter of the Northeast Quarter (NW 1/4 of Ne 1/4) in Township 24 North, Range 16 East, as described in Special (Statutory) Warranty Deed from Cahaba Forests, LLC to Kelly Properties, LP, dated November 9, 2009 and recorded in Deed Book 802, Page 602, in the Probate Office of Coosa County, Alabama.

Township 23 North, Range 17 East

Southwest 1/4 of Southwest 1/4	9	23 North	17 East
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less and except the following described parcel:
 A parcel of land containing ten acres, lying in a square, the sides running north, south, east and west; the Southwest corner of said 10 acre square

being located as follows: Commence at the Southwest corner of said forty, and from this point run north along the West boundary of said forty a distance of 4.34 chains, thence east 2.40 chains to the southwest corner of the ten acres here excepted.

Southeast 1/4 of Southwest 1/4
less and except the following described parcel:
The triangular parcel of land containing five acres, more or less, particularly described as follows: Commence at the southeast corner of said forty, and from this point run north along the east boundary of said forty a distance of 8.83 chains, thence west a distance of 1.13 chains to the east apex of the parcel here excepted; from this point run North 63 deg. West a distance of 10.7 chains; commencing again at the said east apex and running thence South 55 deg. West a distance of 10.7 chains. The west boundary of the parcel here excepted being a straight line joining the west ends of the two boundaries here given.

9 23 North 17 East

Township 24 North, Range 17 East

A parcel of land, in South half of Southwest 1/4 and in Southwest 1/4 of Southeast 1/4 Section 16, Township 24 North, Range 17 East, Coosa County, Alabama, particularly described as follows: Begin at a point 180 feet South of Northwest corner of SW 1/4 of SW 1/4 of said section; thence South 88 deg. 26 min. East 1424 feet to a county road; thence North 8 deg. 50 min. East along said road 182.1 feet to North boundary of SE 1/4 of SW 1/4 of said section; thence South 88 deg. 26 min. East along North boundary of said forty to Northeast corner of said SE 1/4 of SW 1/4 of said section; thence South 87 deg. 30 min. East 506 feet; thence South 11 deg. 40 min. West 718 feet to South boundary of creek; thence North 68 deg. West along creek 182 feet; thence North 79 deg. 30 min. West 270 feet to East boundary of SE 1/4 of SW 1/4 of said section; thence South 1 deg. West 764 feet to southeast corner of SE 1/4 of SW 1/4 of said section; thence North 87 deg. 22 min. West 2690 feet to southwest corner of said section; thence North 1 deg. East 1162 feet to point of beginning.

16 24 North 17 East

North half of Northwest 1/4
10 acres on East side of Southwest 1/4 of Northwest 1/4 Southeast 1/4 of Northwest 1/4 and
West half of Northwest 1/4 of Southeast 1/4;

20 24 North 17 East

All that part of Northeast 1/4 of Southwest 1/4

20 24 North 17 East



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Section 20, Township 24, Range 17 East, lying East of the following boundary: Begin at the Northwest corner of said forty; thence in a straight line and in a Southeasterly direction to the fork of and across Paint Creek; thence up eastern prong of said Creek about 150 yards to a pile of rocks at a bend in said Creek and at a point 30 feet West of a ditch running into said Creek at said bend; thence from said pile of rocks in a straight line to Southeast corner of said forty.

Northeast 1/4 of Northwest 1/4; East half of Northwest 1/4 of Northwest 1/4;	21	24 North	17 East
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Township 21 North, Range 18 East

South One-Half of the Southwest Quarter	23	21 North	18 East
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North One-Half of the Northwest Quarter Southeast Quarter of the Northwest Quarter	26	21 North	18 East
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Township 21 North, Range 19 East

West Half of Southwest Quarter, except a strip 116.875	9	21 North	19 East
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Yards wide East to West on East side thereof, LESS AND EXCEPT: For the point of beginning, begin at the Southwest corner of Section 9, Township 21 North, Range 19 East, Coosa County, Alabama, the same point being the Northwest corner of Section 16, Township 21 North, Range 19 East, Coosa County, Alabama, proceed thence North along the West line of such Section 9, to the Southeast right of way of Coosa County Road #14; proceed thence Easterly along the South right of way of Coosa County Road #14, 420 feet; proceed thence South along a line parallel to the West line of such Section 9 and such Section 16, 630 feet; proceed thence West 420 feet along a line parallel to the South right of way line of Coosa County Road #14 to the West boundary of such Section 16; proceed thence North along the West boundary of such Section 16 to the point of beginning. The above is intended to describe a parcel of property consisting of 6 acres fronting 420 feet on Coosa County Road #14 and being 630 feet deep with the West line of such property being the West section lines of such Section 9 and Section 16.

LESS AND EXCEPT that certain property conveyed by Special (Statutory) Warranty Deed recorded in Book 815, page 737, located in Section 9, Township 21 North, Range 19 East and being more particularly described as: The West One-Half of the Southwest Quarter (W 1/2 of SW 1/4) less a strip 116.875 yards wide East to West on the East side lying North of Coosa County Road 14; also less a parcel described as follows: Begin at the Southwest corner of Section 9, Township 21 North, Range 19 East and proceed North along the West line of Section 9 to the Southeast right of way of Coosa County Road 14; thence proceed Easterly along the South right of way of Coosa County Road 14 for 420 feet; thence proceed South and parallel to the West line of Section 9 to the South line of Section 9; thence proceed West along the South line of Section 9 to the Southwest corner of Section 9.

The West Half of Northwest Quarter	16	21 North	19 East
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except a strip 116.875 yards wide East to West on East side thereof, LESS AND EXCEPT:
 For the point of beginning, begin at the Southwest corner of Section 9, Township 21 North, Range 19 East, Coosa County, Alabama, the same point being the Northwest corner of Section 16, Township 21 North, Range 19 East, Coosa County, Alabama, proceed thence North along the West line of such Section 9, to the Southeast right of way of Coosa County Road #14; proceed thence Easterly along the South right of way of Coosa County Road #14, 420 feet; proceed thence South along a line parallel to the West line of such Section 9 and such Section 16, 630 feet; proceed thence West 420 feet along a line parallel to the South right of way line of Coosa County Road #14 to the West boundary of such Section 16; proceed thence North along the West boundary of such Section 16 to the point of beginning. The above is intended to describe a parcel of property consisting of 6 acres fronting 420 feet on Coosa County Road #14 and being 630 feet deep with the West line of such property being the West section lines of such Section 9 and Section 16.

Township 22 North, Range 19 East

South half of Southwest 1/4 16 22 North 19 East

East half of Northeast 1/4 of Northwest 1/4 less and except therefrom the following parcel:
 Begin at a point 50 feet North of Southeast corner of said twenty; thence North 610 feet along forty line; thence West 50 feet; thence South 610 feet; thence East 50 feet to point of beginning. 21 22 North 19 East

West half of Northwest 1/4 of Northwest 1/4 and a strip of land on west side of West half of Northeast 1/4 particularly described as follows:
 Begin at a point 50 feet north of Southwest corner of Northwest 1/4 of Northeast 1/4; thence East 50 feet; thence South and parallel with West boundary of said eighty to North side of dirt road leading to Kelley McKinney's house; thence West along said road 50 feet to west boundary of said eighty; thence North to point of beginning; 21 22 North 19 East

Township 22 North, Range 20 East

North half of Southeast Quarter 29 22 North 20 East



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The following described property situated in Randolph County, Alabama:

Township 18 South, Range 10 East

NW 1/4 of the SW 1/4; 8 18 S 10 E
SW 1/4 of the SW 1/4, less
2 acres in the Northwest corner of said SW 1/4 of SW 1/4;

West 1/2 of the NW 1/4; 17 18 S 10 E
SE 1/4 of the NW 1/4;
NW 1/4 of the SW 1/4.

LESS AND EXCEPT that part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) lying North of Randolph County Road 201, being deed by Cahaba Forests, LLC to Worth F. Green, II and Pamela Gray Green dated April 26, 2001 and recorded in Deed Book 289, page 333, in the Probate Office of Randolph County, Alabama.

SW 1/4 of NE 1/4; 32 18 S 10 E
East 1/2 of the East 1/2 of the NW 1/4;
NE 1/4 of SW 1/4;
East 1/2 of the SW 1/4 of SW 1/4;

Township 19 South, Range 10 East

SE 1/4 of the SW 1/4. 5 19 S 10 E

The North 10 acres of the NE 1/4 of the NW 1/4 8 19 S 10 E

SE 1/4 of the SW 1/4 in Section 30 19 S 10 E

Township 21 South, Range 10 East

NE 1/4 32 21 S 10 E

3 and 2/3 acres of land, more or less, in the NW corner of NE 1/4 of SE 1/4 of Section described as follows: 32 21 S 10 E

Begin at the Northwest corner of said NE 1/4 of the SE 1/4 and run East 127 yards, run thence South 140 yards, run thence West 127 yards, run thence North 140 yards to the beginning point.

10 acres of land, more or less of uniform width East and West off the West side of SW 1/4 of NW 1/4 of Section 33 21 S 10 E

Township 18 South, Range 11 East

SE 1/4 of the SW 1/4. 31 18 S 11 E

LESS AND EXCEPT 3 1/3 acres in the Northeast corner described as a strip 200 feet North and South by 660 feet East and West.

The following described property situated in Shelby County, Alabama:


Township 24 North, Range 12 East

Northwest 1/4 of the Southwest 1/4	5	24 North	12 East
That part of the North 1/2 of Fractional Section 5, west of Southern Railroad right of way. EXCEPT that part of the following tract which lies west of said right of way, to wit: Commencing at a certain sweet gum tree on the west bank of Simmons Creek, run South 86 deg. West for 13.31 chains (878.46 feet); thence North 3 1/2 deg. West for 9 chains (594 feet) to the section line; thence North 86 deg. East along the section line to aforesaid creek; thence down and along said creek to the beginning.	5	24 North	12 East
Northeast 1/4 of the Southeast 1/4	6	24 North	12 East
East 1/2 of the Northwest 1/4	6	24 North	12 East
Northeast 1/4 of the Southwest 1/4	6	24 North	12 East
Northwest 1/4 of the Southeast 1/4	6	24 North	12 East
Northeast 1/4	6	24 North	12 East
Southeast 1/4 of the Southwest 1/4	6	24 North	12 East
Southwest 1/4 of the Southeast 1/4	6	24 North	12 East
West 1/2 of the West 1/2	6	24 North	12 East
Northeast 1/4 of the Northwest 1/4	7	24 North	12 East
West 1/2 of the Northwest 1/4	7	24 North	12 East
Southeast 1/4 of the Northwest 1/4	7	24 North	12 East
That portion of the Northwest 1/4 of the Southwest 1/4 located North of Shoal Creek	7	24 North	12 East

Township 22 South, Range 3 West

All of the West 1/2, lying West of Southern Railway right of way	30	22 South	3 West
All of the East 1/2, lying west of Southern Railway right of way	30	22 South	3 West

Township 22 South, Range 4 West


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All of Fractional Section

25. 22 South 4 West



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The following property in St. Clair County, Alabama:

17 South, Range 2 East

Southwest diagonal one-half of the Northwest quarter of Northwest quarter	27	17 South	2 East
Northeast quarter of Northeast quarter	28	17 South	2 East

16 South, Range 3 East

Southwest quarter of Southeast quarter	6	16 south	3 East
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14 South, Range 5 East

South half of Southeast quarter	10	14 South	5 East
SE 1/4 of SW 1/4	10	14 South	5 East
Southwest quarter	11	14 South	5 East
Northwest Quarter of Northwest Quarter	14	14 South	5 East
North half of North half, Southwest quarter of Northwest quarter	15	14 South	5 East

The following described property situated in Talladega County, Alabama:

Township 18 South, Range 4 East

E ½ of SW ¼; SE ¼ of NW ¼; W ½ of NE ¼, except five acres on the North side of the NW ¼ of NE ¼	1	18 South	4 East
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Township 20 South, Range 5 East

All of Section	17	20 South	5 East
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The following described property situated in Tallapoosa County, Alabama:

Township 22 North, Range 22 East

NW 1/4 of SW 1/4 15 Township 22 North Range 22 East

E 1/2 of NW 1/4 of SE 1/4 16 Township 22 North Range 22 East

SE 1/4 of SE 1/4;
NE 1/4 of SE 1/4;
SW 1/4 of SE 1/4, of Section 16, Township 22, Range 22 East; less 15 acres, more or less, described as follows: Beginning at a point 420 feet north of the southwest corner of the SE 1/4 of Section 16, Township 22, Range 22 East, thence North 900 feet, thence East 624 feet, thence South 1320 feet, thence West 168 feet, thence North 420 feet, thence West 456 feet to point of beginning. Also, less and except the following tract of land: Beginning at a point 420 feet north of Southwest corner of the SE 1/4 of Section 16, township 22, Range 22 East, thence North 86 deg. 44 min. East 456 feet, thence South 3 deg. 16 min. East 416 feet to a point on the north right of way line of U. S. Highway No. 241, thence North 81 deg. 31 min. West along the Highway line 100 feet, thence North 83 deg. 36 min. West along right of way line 80 feet, thence North 85 deg. 2 min. West along right of way line 120 feet, thence north 86 deg. 3 min. West along the right of way line 100 feet, thence north 86 deg. 53 min. West 61.3 feet along the right of way line, thence North 3 deg. 16 min. West 338 feet, more or less to the point of beginning.

SPECIFICALLY EXCLUDED PROPERTY

The following described specifically excluded property situated in Calhoun County, Alabama:

Section 27, Township 13 South, Range 8 East

Tract #1

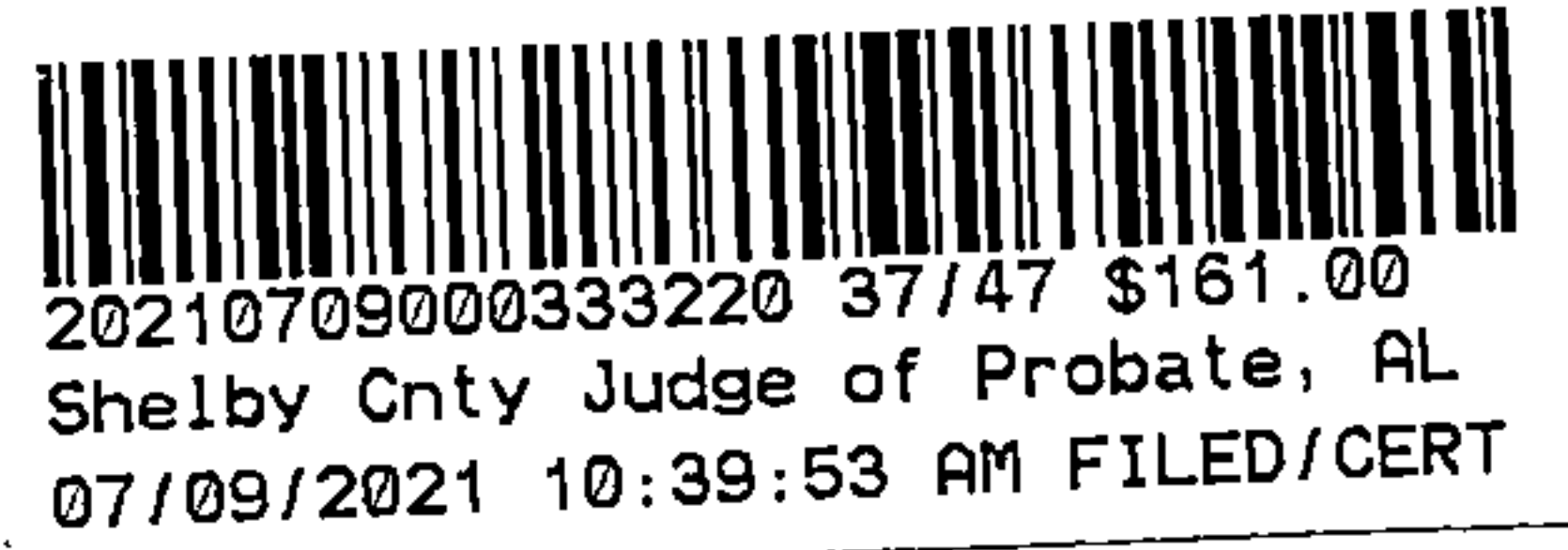
A parcel of land lying in and being part of the West Half of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 27, Township 13 South, Range 8 East, Calhoun County, containing 77.76 acres more or less and being more particularly described as follows:

Begin at the Northwest corner of said Section 27; thence North 89 deg. 18 min. East for a distance of 1245.92 feet to a point marked with a concrete monument and the intersection of the West right of way of Nesbit Lake Road; thence South 02 deg. 51 min. East for a chord distance of 843.11 feet in a curve to the left with a radius of 2339.32 feet to a point marked with a concrete monument; thence South 13 deg. 56 min. East along said west right of way for a distance of 449.86 feet to a point marked with a concrete monument; thence North 89 deg. 50 min. West for a distance of 75.53 feet to a point marked with a concrete monument; thence South 00 deg. 17 min. East for a distance of 1319.08 feet to a point marked with a capped pin; thence South 89 deg. 14 min. West for a distance of 1184.97 feet to the intersection of the North right of way of Mark Green Road marked with a concrete monument; thence North 57 deg. 47 min. West along said North right of way for a distance of 181.59 feet to a point marked with a capped pin (Barry); thence North 00 deg. 16 min. East for a distance of 2501.23 feet to the POINT OF BEGINNING.

Tract #2

A parcel lying in the West Half of the Northeast Quarter of Section 27, Township 13 South, Range 8 East, Calhoun County, containing 0.03 acres more or less and being more particularly described as follows:

Begin at the Southwest corner of the Northeast Quarter of said Section 27; thence North 89 deg. 16 min. East for a distance of 61.01 feet to the intersection of the South right of way of Mark Green Road marked with a capped pin; thence North 57 deg. 47 min. West along said South right of way for a distance of 72.45 feet to a point marked with a capped pin; thence South 00 deg. 26 min. East for a distance of 39.42 feet to the POINT OF BEGINNING.

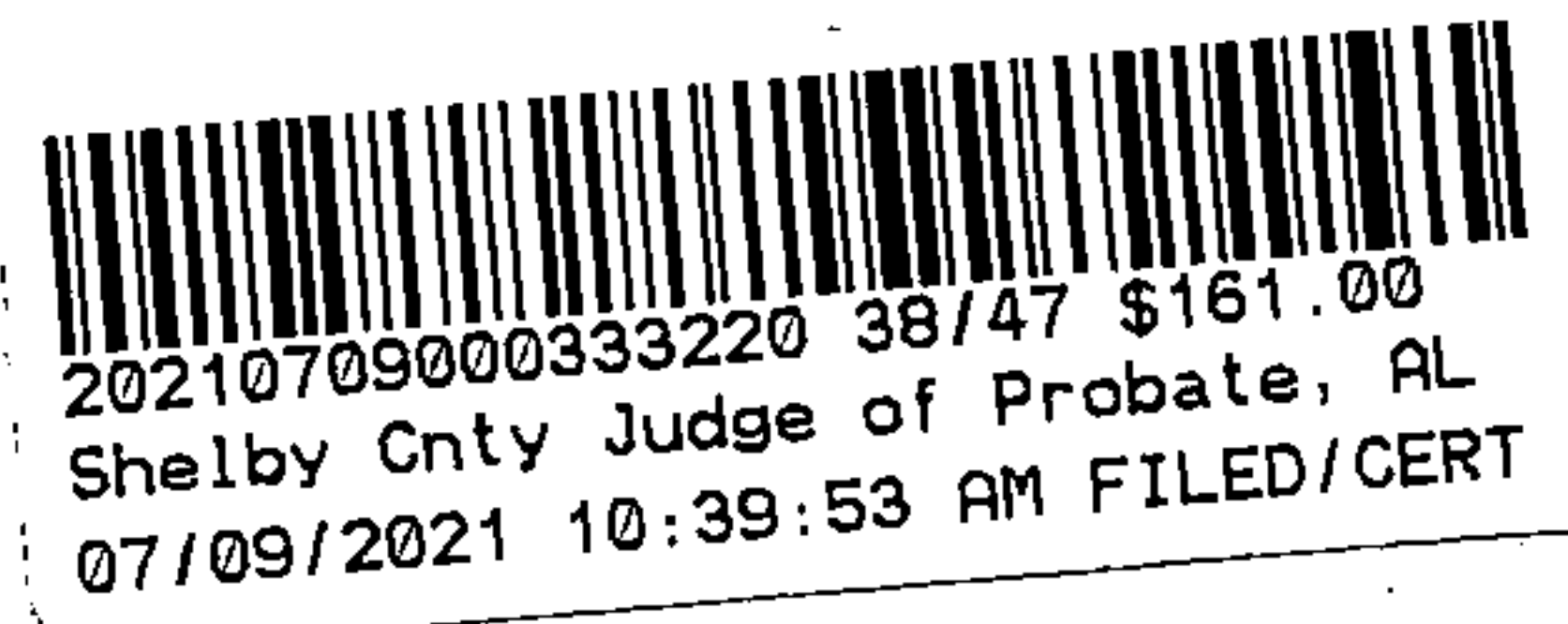


The following described specifically excluded property situated in Clay County, Alabama:

Township 21 South, Range 8 East

A lot or parcel of land situated in the SE 1/4 of NW 1/4, Section 32, Township 21 South, Range 8 East described as follows: Begin at a point which is 3.12 chains south and 3.79 chains west of the northeast corner of said SE 1/4 of NW 1/4 from said point of beginning run thence North 24 degrees West, 3.08 chains, thence south 48 degrees 45 minutes West, 6.50 chains to the east side of the Bluff Springs-Millerville Road; thence South 24 degrees East along the east side of said road, 3.08 chains, thence North 48 degrees 45 minutes East, 6.50 chains to the point of beginning.

32 21 South 8 East



The following described specifically excluded property situated in Coosa County, Alabama:

Township 23 North, Range 17 East

Ten acres, more or less, in the northeast corner of the SE 1/4 of SW 1/4, Section 9, Township 23 North, Range 17 East, Coosa County, Alabama, more particularly described as: Beginning at the northeast corner of said forty, thence south along east line of said forty a distance of 12.0 chains to the center line of a public road; thence in a northwesterly direction along center line of said road, to a point where the center line intersects the north line of said forty, thence east along said north line a distance of 15.7 chains to point of beginning.

9 23 North 17 East



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The following described specifically excluded property situated in Randolph County, Alabama:

Township 18 South, Range 10 East

All that part of the following described land located in Randolph County, Alabama, that lies below that certain datum plane of 795 feet above mean sea level and to including any islands formed by that certain datum plane of 795 feet above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January, 1955, together with rights of ingress and egress over and across that part of the lands hereinbelow described which lie above such datum plane of 795 feet above mean

sea level;

The South One-half of the Northwest Quarter
Northwest Quarter of the Southwest Quarter

17 18 S 10 E

It is the intention of the grantor and purpose of this deed to include in the description of the land interests and land rights herein conveyed all the lands owned by it or in which it has an interest in the aforementioned Sections, Townships and Ranges that lie below that certain datum plane of 795 feet above mean sea level and to include any islands formed by that certain datum plane of 795 feet above mean sea level as established by the United States Coast and Geodetic Survey as adjusted in January, 1955, whether correctly described herein or not.

All that part of the following described land located in Randolph County, Alabama, that lies below that certain datum plane of 800 feet above mean sea level and above that certain datum plane of 795 feet above mean sea level, as established by the United States Coast and Geodetic Survey as adjusted in January 1955, and to include any islands formed by the hereinabove described land:

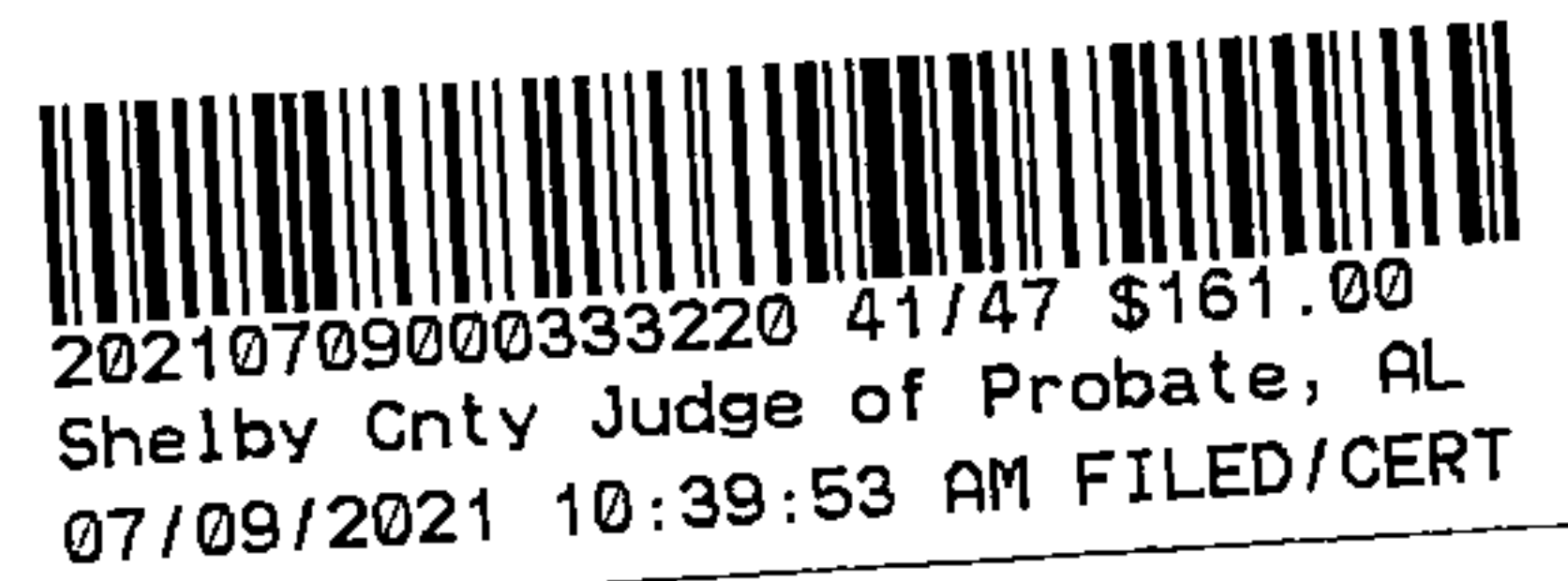
A parcel of land in the West One-half of the Northwest Quarter (W 1/2 of NW 1/4) of Section 17, Township 18 South, Range 10 East, more particularly described as follows: Commence at the southwest corner of said Section 17; thence run North 00 deg. 06 min. 35 sec. West a distance of 1342.92 feet; thence turn an angle to the right and run North 88 deg. 31 min. 12 sec. East a distance of 1180.19 feet to a point on the 800 foot contour line having coordinates of N-1075117.50 and E-564172.41, said point also being the point of beginning of the land herein described; thence turn an angle to the left and run northwesterly along the meanderings of the 800 foot contour line to a point having coordinates of N-1076289.31 and E-563355.21; thence turn an angle to the right and run North 23 deg. 47 min. 05 sec. East a distance of 30.61 feet to a point on the 795 foot contour line having coordinates of N-1076317.32 and E-563367.56; thence turn an angle to the left and run northwesterly and southeasterly along the meanderings of the 795 foot contour line to a point having coordinates of N-1076366.19 and E-563397.38; thence turn an angle to the left and run North 58 deg. 06 min. 35 sec. East a distance of 19.93 feet to a point on the 800 foot contour line having coordinates of N-1076376.72 and E-563414.30; thence turn an angle to the right and run southeasterly along the meanderings of the 800 foot contour line to a point having coordinates of N-1075170.38 and E-564308.07; thence turn an angle to the right and run South 02 deg. 36 min. 28 sec. West a distance of 49.47 feet to a point; thence turn an angle to the right and run South 88 deg. 31 min. 12 sec. West a distance of 133.42 feet to the point of beginning;

17 18 S 10 E

Township 18 South, Range 11 East

Commencing at the southwest corner of the
SE 1/4 of SW 1/4, Section 31, Township 18 South,

31 18 S 11 E



Range 11 East; thence easterly along the south line of said SE 1/4 of SW 1/4, a distance of 233 feet, more or less, to a point that is 100 feet southwesterly of and at right angles to the centerline of Project No. F-167(9) and the point of beginning of the property herein to be conveyed; thence North 58 deg. 14 min. 45 sec. West parallel to the centerline of said project, a distance of 100 feet, more or less, to a point that is 100 feet southwesterly of and at right angles to the centerline of said project at Station 424+18; thence westerly along a straight line, a distance of 95 feet, more or less, to a point that is 140 feet southwesterly of and at right angles to the centerline of said project at station 425+00; thence southwesterly along a straight line (which if extended would intersect a point that is 301 feet southwesterly of and at right angles to the centerline of said project at Station 426+29) a distance of 50 feet, more or less, to the west line of said SE 1/4 of SW 1/4, the west property line; thence northerly along said west property line (crossing the centerline of said project at approximate State 426+50) a distance of 379 feet, more or less, to a point on a line which extends from a point that is 111 feet northeasterly of and at right angles to the centerline of said project at Station 429+00 to a point that is 155 feet northeasterly of and at right angles to the centerline of said project at Station 426+00; thence southeasterly along said line, a distance of 145 feet, more or less, to said point that is 155 feet northeasterly of and at right angles to the centerline of said project at Station 426+00; thence southeasterly along a straight line, a distance of 205 feet, more or less, to a point that is 111 feet northeasterly of and at right angles to the centerline of said project at Station 424+00; thence South 58 deg. 14 min. 45 sec. East, parallel to the centerline of said project, a distance of 419 feet, more or less, to the south line of said SE 1/4 of SW 1/4, the south property line; thence westerly along said south property line (crossing the centerline of said project at approximate Station 421+55) a distance of 396 feet, more or less, to the point of beginning.

Said strip of land lying in the SE 1/4 of SW 1/4, Section 31, Township 18 South, Range 11 East, including that part occupied by a county road.



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The following described specifically excluded property situated in Talladega County,
Alabama

Township 18 South, Range 4 East

Five strips of land one hundred feet in width
which lie in the SW 1/4 of the SE 1/4, the
NE 1/4 of the SE 1/4 and the SE 1/4 of the
NE 1/4 of Section 16; in the W 1/2 of the
NW 1/4 and the NE 1/4 of the NW 1/4 of Section 15;
in the NW 1/4 of the SW 1/4, the S 1/2 of NW 1/4
and the NE 1/4 of the NW 1/4 of Section 11 and the
E 1/2 of the SW 1/4 and the SW 1/4 of the NE 1/4 of

1	18 South	4 East
11	18 South	4 East
15	18 South	4 East



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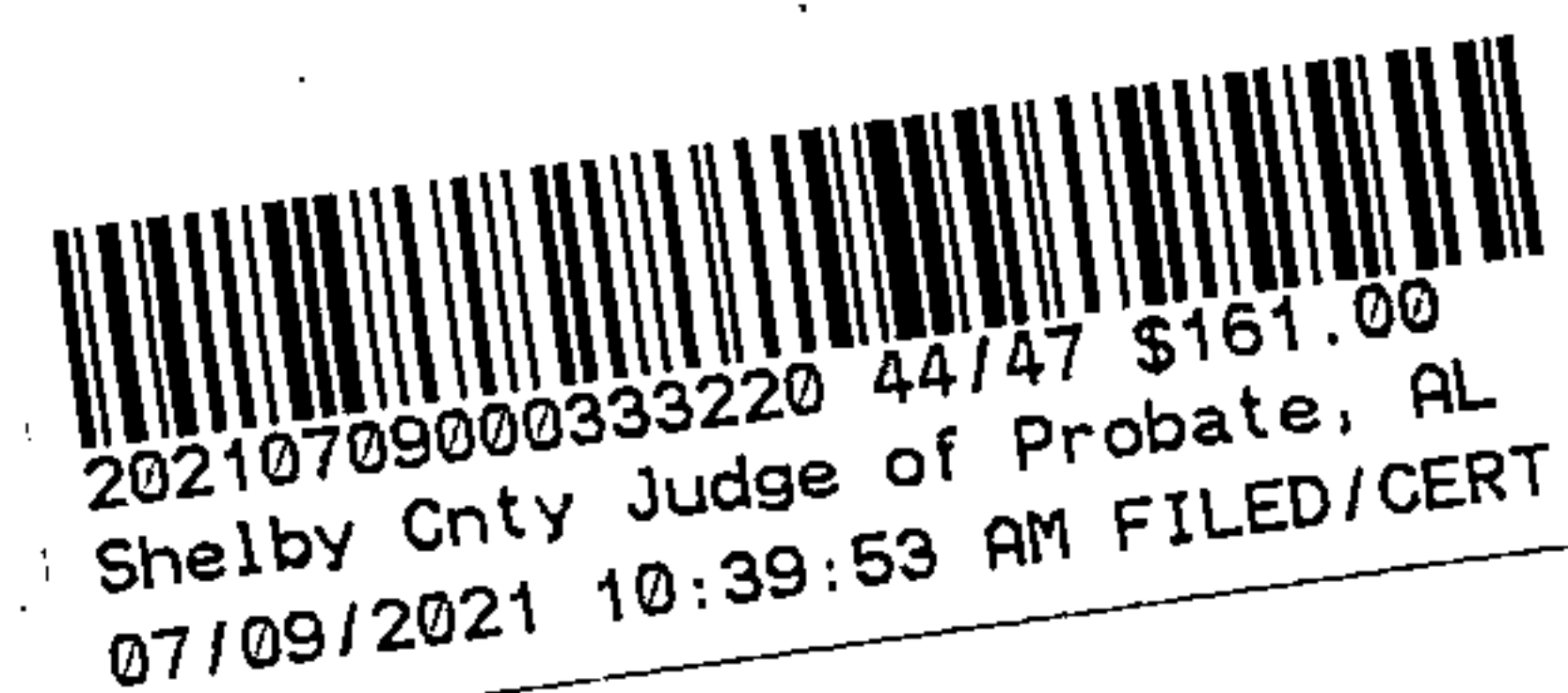
Section 1, all being in Township 18 South, Range 4 East, Talladega County, Alabama, said strips are more specifically described as follows:

To reach the point of beginning of the first strip, commence at the Northwest corner of Section 15, Township 18 South, Range 4 East; thence run East along the North boundary line of said Section 15 a distance of 2117.12 feet to a point, such point being the point of beginning of the first strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and turns a deflection angle to the right of 136 deg. 45 min. 11 sec. and runs South 47 deg. 14 min. 56 sec. West a distance of 4834 feet, more or less, to a point, such point being called Point "A" for reference hereinafter; such point also being the point of ending of the first strip of land herein described.

To reach the point of beginning of the second strip, commence at Point "A" mentioned above; thence continue South 47 deg. 14 min. 56 sec. West a distance of 983 feet, more or less, to a point, such point being the point of beginning of the second strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning, and continues South 47 deg. 14 min. 56 sec. West a distance of 909 feet, more or less, to a point, such point being the point of ending of the second strip of land herein described.

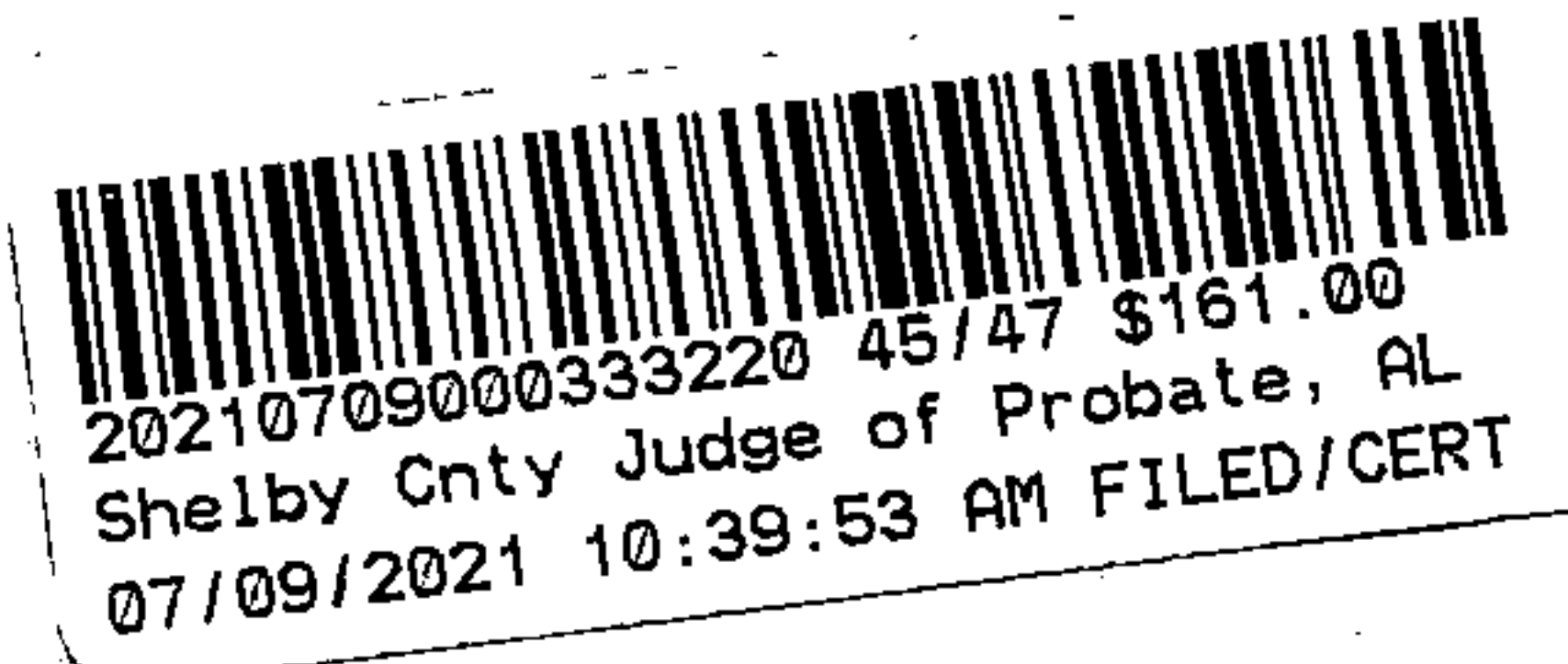
To reach the point of beginning of the third strip, commence at the Northwest corner of Section 11, Township 18 South, Range 4 East; thence run South along the West boundary line of said Section 11 a distance of 2941.89 feet to a point, such point being the point of beginning of the third strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and turns a deflection angle to the left of 122 deg. 24 min. 39 sec. and runs North 58 deg. 13 min. 41 sec. East a distance of 3181 feet, more or less, to a point, such point being the point of ending of the third strip of land herein described.

To reach the point of beginning of the fourth strip, commence at the Northeast corner of Section 1, Township 18 South, Range 4 East; thence run South along the East boundary line of said Section 1 a distance of 1366.25 feet to a point; thence turn a deflection angle to the right of 58 deg. 01 min. 31 sec. and run South 58 deg. 13 min. 41 sec. West a distance of 1562 feet, more or less, to a point, such point being the point of beginning of the fourth strip of land herein described; therefrom, the strip lies 50



feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 58 deg. 13 min. 41 sec. West a distance of 769 feet, more or less, to a point, such point being called Point "B" for reference hereinafter; such point also being the point of ending of the fourth strip of land herein described.

To reach the point of beginning of the fifth strip, commence at Point "B" mentioned above; thence continue South 58 deg. 13 min. 41 sec. West a distance of 788 feet, more or less, to a point, such point being the point of beginning of the fifth strip of land herein described; therefrom, the strip lies 50 feet on each side of a center line and the continuations thereof which begins at such point of beginning and continues South 58 deg. 13 min. 41 sec. West a distance of 1552 feet, more or less, to a point, such point being the point of ending of the fifth strip of land herein described.



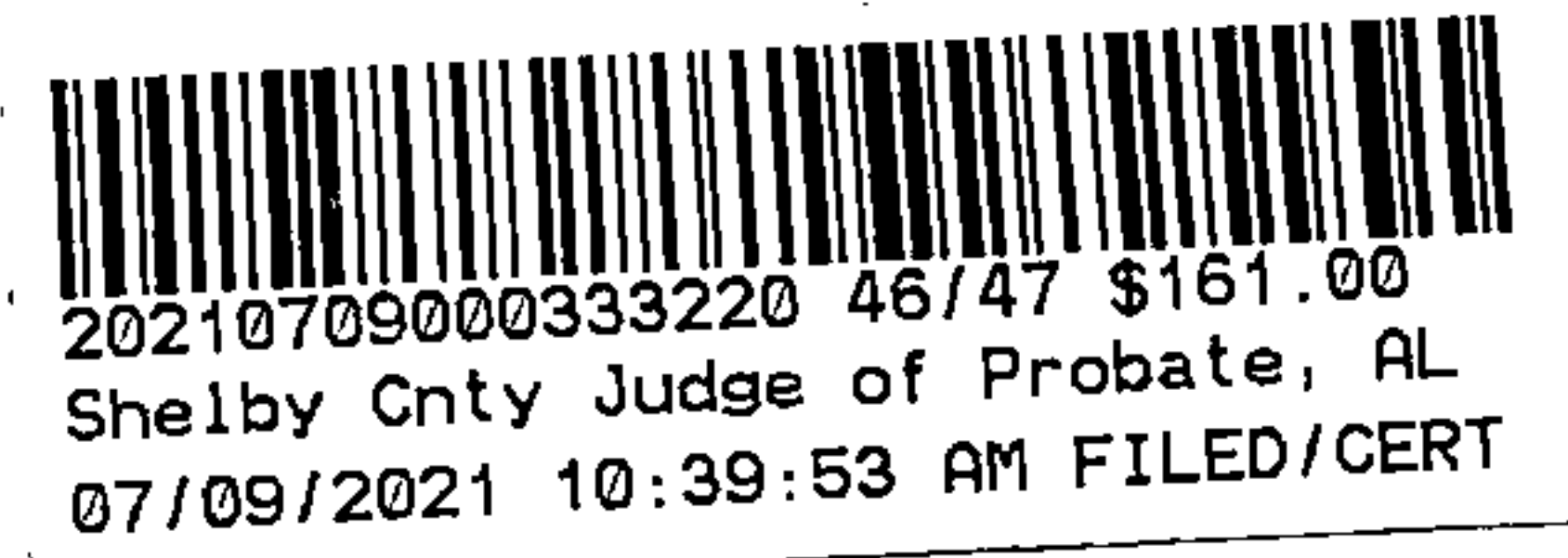
The following described Specifically Excluded property situated in Tallapoosa County, Alabama:

Township 22 North, Range 22 East

A part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$,
Section 16, Township 22 North, Range
22 East, identified as Tract No. 11 of
Project No. NHF-78(13) in Tallapoosa
County, Alabama, and being more fully
described as follows: Commence at the
southeast corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$;
thence westerly along the south line of said
SW $\frac{1}{4}$ of SE $\frac{1}{4}$ a distance of 154 meters,
more or less, to a point that is 45 meters northeasterly
of and at right angles to the centerline of said
project and the point of beginning of the property
herein to be conveyed; thence continuing westerly
along the south line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$, the south
property line, a distance of 48 meters, more or less,
to the west property line; thence northerly along said
west property line a distance of 18 meters, more or
less, to a point that is 45 meters northeasterly of and
at right angles to said centerline; thence southeasterly
along a curve to the right (concave southwesterly) having
a radius of 803.600 meters, parallel with said centerline,
a distance of 51 meters, more or less, to the point of
beginning.

16 Township 22 North Range 22 East

Exhibit B.



Together with those beneficial easements situated in Clay County described as follows:

1. Beneficial easement as described in the Grant of Easement from John Hancock Life Insurance Company dated March 11, 2013, and recorded in RLEST 405, page 1, in the Probate Office of Clay County, Alabama.

Benefitted Parcels:

Township 21 South, Range 8 East

SW 1/4 of SW 1/4

31

21 South

8 East

The Northeast Fourth (NE 1/4)

The North Half of the Northwest Quarter.



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Together with those beneficial easements situated in Talladega County described as follows:

1. Beneficial easement as described in the Grant of Easement from Clairmont Springs LLC to Kymulga LLC, dated March 15, 2016, and recorded in Deed Book 1058, page 573, in the Probate Office of Talladega County, Alabama.

Benefitted Parcels:

Township 20 South, Range 5 East

All of Section

17

20 South

5 East