
Mortgage

With Future Advance Clause

The date of this Mortgage ("*Security Instrument*") is September 14, 2021.

Mortgagor

John Grayson Hall
Spouse of Lauren C Hall
Lauren C Hall
Spouse of John Grayson Hall
316 Chateau Way
Birmingham, AL 35242-0000

Lender

CommerceOne Bank
Organized and existing under the laws of the state
of Alabama
2100 SouthBridge ParkwaySuite 385
Birmingham, AL 35209

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

See attached Exhibit A

The property is located in Shelby County at 2113 Springstone Circle, Leeds, Alabama 35094.



Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

2. Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time shall not exceed \$550,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

3. Secured Debt and Future Advances. The term "*Secured Debt*" is defined as follows:

- (A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.

The promissory note signed by John Grayson Hall (the "*Borrower*") and dated the same date as this Security Instrument (the "*Note*"). The Note states that Borrower owes Lender Five hundred fifty thousand and 00/100 Dollars (U.S. \$550,000.00) plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later than September 14, 2022.

- (B) All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- (C) All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or to conform to any limitations of Regulation Z and X that are required for loans secured by the Property.

4. Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with the power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- (A) To make all payments when due and to perform or comply with all covenants.
- (B) To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- (C) Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. Due on Sale or Encumbrance. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

9. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary

for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

13. Default. Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

14. Remedies on Default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

If Lender invokes the power of sale, Lender will place in the United States mail a copy of the notice of sale to Mortgagor that Lender will cause to be published once a week for three consecutive weeks in a newspaper published in the county where the Property is located. Then, Lender will sell the Property to the highest bidder at public auction at the front door of the courthouse in the county where the Property is located. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender may opt to sell the Property in parcels or as a whole. Lender or its designee may purchase the

Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale will be applied in the following order: (a) to the expense of advertising, selling and conveying, including a reasonable attorney's fee; (b) the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it.

15. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. If the Secured Debt is subject to the *Alabama Mini-Code*, then reasonable attorneys' fees after default are available only when: the original amount financed exceeds \$300, the attorney is not the Lender's salaried employee, and the amount due does not exceed 15% of the unpaid debt after default. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

16. Environmental Laws and Hazardous Substances. As used in this section, (1) "*Environmental Law*" means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "*Hazardous Substance*" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," or "hazardous substance," under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- (D) Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

17. Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

19. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

21. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may

include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

22. Applicable Law; Severability; Interpretation. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

23. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

24. Waivers. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

25. Other Terms. If checked, the following are applicable to this Security Instrument:

☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the *Uniform Commercial Code*.

☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]

☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other:

☐ **Additional Terms.** _____

Signatures

By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Signed, sealed and delivered:

Mortgagor

John Grayson Hall 9/15/21
John Grayson Hall Date
Seal

Lauren C Hall 9/15/21
Lauren C Hall Date
Seal

Acknowledgment

State of Alabama

County of Jefferson

I Lauren Gray a notary public, hereby certify that John Grayson Hall whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand 9/15/21.

Lauren Gray
Notary Public

Lauren Gray
(Print Name)

My commission expires: _____

LAUREN E GRAY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 08, 2023

Acknowledgment

State of Alabama

County of Jefferson

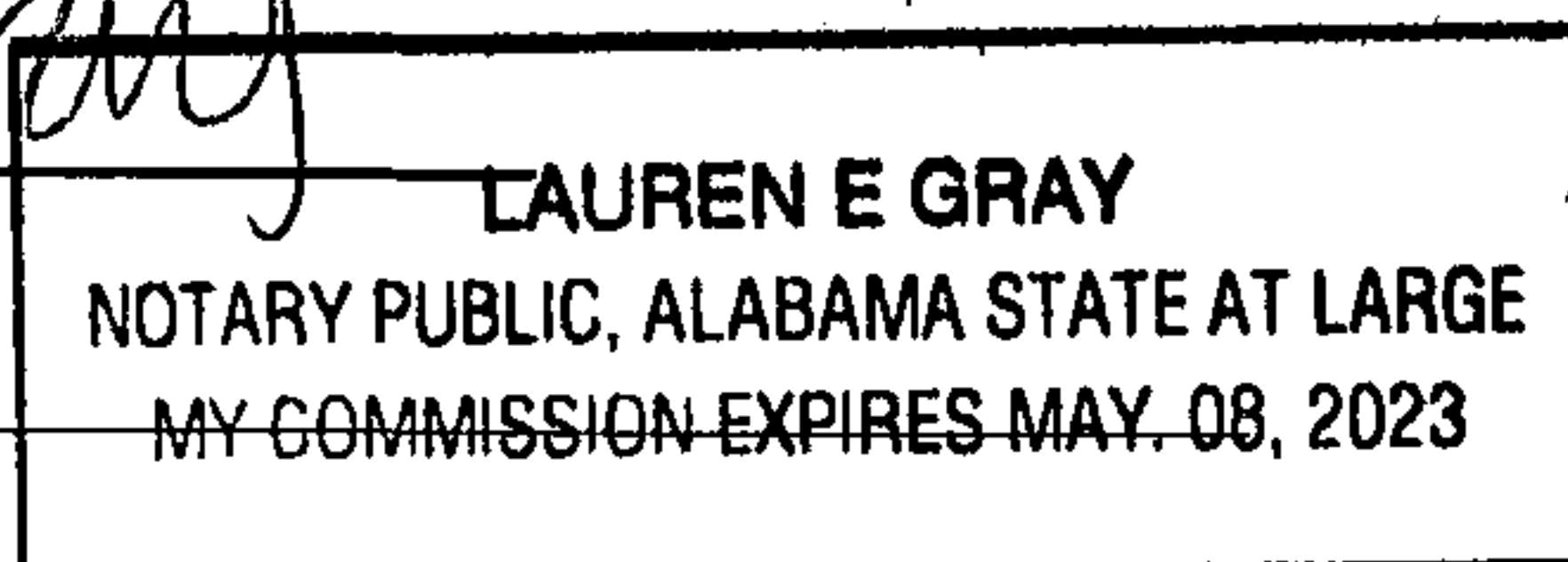
I Lauren Gray a notary public, hereby certify that Lauren C Hall whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand 09/15/21.

Lauren Gray
Notary Public

Lauren Gray
(Print Name)

My commission expires: _____



Lender

CommerceOne Bank

a/an Alabama Corporation

Andrew Willoughby 9/15/21
Andrew Willoughby Date

Acknowledgment

State of Alabama

County of Jefferson

I Lauren Gray a notary public, hereby certify that Andrew Willoughby whose name(s) as SUP Commercial Banking of CommerceOne Bank, is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they, as such Officer and with full authority, executed the same voluntarily for and as the act of said CommerceOne Bank.

Given under my hand 09/16/21.

Lauren Gray
Notary Public

Lauren Gray
(Print Name)

My commission expires: _____

LAUREN E GRAY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 08, 2023

This Document Prepared By: Crystal Scales

CommerceOne Bank

2100 SouthBridge Pkwy, Ste. 385

Birmingham, AL 35209

Loan Origination Organization: CommerceOne Bank

NMLS ID: 1758232

Loan Originator: Andrew Willoughby

NMLS ID: 512792

EXHIBIT A

The Land is described as follows:

Parcel V

Commence at a three inch cap found at the Southwest corner of Section 13, Township 18 South, Range 1 West, Shelby County, Alabama and run along the West line of said section North 00 degrees, 02 minutes, 45 seconds East for a distance of 1187.09 feet to an iron pin set with a SSI cap; thence run North 00 degrees, 02 minutes, 45 seconds East along the West line of said section for a distance of 163.37 feet to an Iron pin found with a C Hatcher cap; thence run North 35 degrees, 23 minutes, 31 seconds East for a distance of 1557.76 feet to an iron pin set with a SSI cap at the point of beginning; thence run North as 35 degrees, 23 minutes, 31 seconds East for a distance of 139.57 feet to an iron pin found with a C Hatcher cap; thence run North 15 degrees, 57 minutes, 44 seconds East for a distance of 78.46 feet to an iron pin found with a C Hatcher cap; thence run North 56 degrees 20 minutes, 19 seconds East for a distance of 1018.80 feet to an iron pin set with a SSI cap; thence run South 13 degrees, 04 minutes, 53 seconds East for a distance of 387.58 feet to an iron pin set with a SSI cap; thence run South 14 degrees, 16 minutes, 40 seconds West for a distance of 617.55 feet to an Iron pin set with a SSI cap; thence run South 58 degrees, 04 minutes, 48 seconds East for a distance of 261.71 feet to an iron pin set with a SSI cap; thence run South 25 degrees 41 minutes, 09 seconds West for a distance of 95.92 feet to an iron pin set with a SSI cap; thence run South 38 degrees, 01 minutes, 48 seconds West for a distance of 202.08 feet to an iron pin set with a SSI cap set on a curve to the left having a central angle of 22 degrees, 03 minutes, 38 seconds and a radius of 436.04 feet, with a chord bearing of South 26 degrees, 59 minutes, 59 seconds West, with a chord of 166.85 feet; thence run along the arc of said curve for a distance of 167.89 feet to an Iron pin set with a SSI cap; thence run South 15 degrees, 58 minutes, 19 seconds West for a distance of 109.11 feet to an iron pin set with a SSI cap on a curve to the right having a central angle of 11 degrees, 53 minutes, 09 seconds and a radius of 677.43 feet with a chord bearing of South 21 degrees, 54 minutes, 53 seconds West, with a chord of 139.24 feet; thence run along the arc of said curve for a distance of 139.49 feet to a PK nail set; thence run South 28 degrees, 01 minute, 59 seconds West for a distance of 153.15 feet to a PK nail set; thence run North 32 degrees, 21 minutes, 29 seconds West for a distance of 1330.61 feet to the point of beginning.

Together with and subject to ingress and egress, any rights, privileges, obligations and limitations as created by covenants and Grant of Easements by and among Forty Three Investments, LLC, Shephard Gap Associates, Sidney W. Smyer, III and Highway 441 Development, Inc. as recorded in Inst #20140612000178900.

Together with and subject to ingress and egress, any rights, privileges, obligations and limitations as created by Grant of Easement dated August 10, 2015 recorded in Inst #20150819000289410.

Together with the following described non-exclusive easement for Ingress-Egress & Utilities: A 60.00 Ft. Ingress-Egress and Utility Easement (Springstone Trail-Main Road) the Centerline of which is described as follows: Commence at the Northwest Corner of the Northeast Quarter of Section 24, Township 18 South, Range 1 West and run along the North Line of said Quarter N 88 degrees 21' 32" E 84.90 Ft. to the Northwestern Right-of-Way (80.00 Ft. ROW) of Shelby County Road 41, said Point being on a Curve to the Left having a Delta of 04 degrees 09' 11" and a Radius of 3040.00 Ft.; Thence run along the Arc of said Curve 220.35 Ft. (CB=S 44 degrees 24' 01" W C=220.30 Ft.); Thence run along said Right-of-Way S 43 degrees 15' 56" W 131.25 Ft. to the Point of Beginning of said Centerline; Thence run along said Centerline N 46 degrees 16' 20" W 136.91 Ft. to the Point of a Curve to the Right having a Delta of 10 degrees 40' 19" and a Radius of 963.59 Ft.; Thence run along the Arc of said Curve 179.48 Ft. (CB=N 40 degrees 56' 10" W, C=179.22 Ft.); Thence run N 35 degrees 36' 01" W 13.10 Ft. to the End of said Inclusion. Parcel also subject to a 60.00 Ft. Ingress-Egress and Utility Easement the Centerline of which is described as follows: Begin at the End of previously described Centerline and Continue N 35 degrees 36' 01" W 95.29 Ft to the Point of a Curve to the Left having a Delta of 82 degrees 48' 58" and Radius of 181.43 Ft.; Thence run along the Arc of said Curve 262.25 Ft. (CB=N 77 degrees 00' 29" W, C=240.01 Ft.); Thence run S 61 degrees 35' 02" W 96.07 Ft. to the Point of a Curve to the Right having a Delta of 26 degrees 54' 16" and a Radius of 606.20 Ft.; Thence run along the Arc of said Curve 284.65 Ft. (CB=S 75 degrees 02' 09" W, C=282.04 Ft.); Thence run S 88 degrees 29' 17" W 663.59 Ft. to the Point of a Curve to the Right having a Delta of 45 degrees 52' 34" and a Radius of 118.15 Ft.; Thence run along the Arc of said Curve 94.60 Ft. (CB=N 68 degrees 34' 26" W, C=92.09 Ft.); Thence run N 45 degrees 38' 08" W 60.11 Ft. to the Point of Beginning of a Second 60.00 Ft. Ingress - egress and Utility Easement (Springstone Circle); Thence continue on the Centerline of Main Easement N 45 degrees 38' 08" W 57.91 Ft. to the Point of a Curve to the Left having a Delta of 23 degrees 47' 39" and a Radius of 403.45 Ft.; Thence run along the arc of said Curve 167.55 Ft. (CB=N 57 degrees 31' 58" W,

C=166.35 Ft.) to the Point of a Reverse Curve to the Right having a Delta of 22 degrees 11' 03" and a Radius of 165.65 Ft.; Thence run along the Arc of said Curve 64.14 Ft. (CB=N 58 degrees 20' 16" W, C=63.74 Ft.) to the Point of a Reverse Curve to the Left having a Delta of 47 degrees 08' 14" and a Radius of 136.36 Ft.; Thence run along the Arc of said Curve 112.18 Ft. (CB=N 70 degrees 48' 52" W, C= 109.05 Ft.); Thence run S 85 degrees 37' 01" W 145.67 Ft. to the Point of a Curve to the Right having a Delta of 12 degrees 57' 34" and a Radius of 836.43 Ft.; Thence run along the Arc of said curve 189.19 Ft. (CB=N 87 degrees 54' 12" W, C=188.79 Ft.); Thence run N 81 degrees 25' 25" W 150.60 Ft. to the West Line of Section 13, Township 18 South, Range 1 West and the End of said Main Easement Centerline. This Parcel also Subject to a second 60.00 Ft (Springstone Circle) Ingress-Egress and Utility Easement the Centerline of which is described as Follows: Begin at the Point described above and run along said Centerline N 34 degrees 20' 16" E 741.48 Ft. to the Point of a Curve to the Left having a Delta 15 degrees 18' 06" and a Radius of 1116.63 Ft.; Thence run along the Arc of said Curve 298.21 Ft. (CB=N 26 degrees 41' 13" E, C=297.33 Ft.); Thence run N 19 degrees 02' 10" E 33.26 Ft. to the Point of a Curve to the Right having a Delta of 08 degrees 37' 25" and a Radius of 1262.77 Ft.; Thence run along the Arc of said Curve 190.06 Ft. (CB=N 22 degrees 54' 11" E, C=189.88 Ft.); Thence run N 27 degrees 48' 57" E 479.06 Ft. to the Point of a Curve to the Left having a Delta of 11 degrees 53' 09" and a Radius of 672.43 Ft.; Thence run along the Arc of said Curve 139.49 Ft. (CB=N 21 degrees 41' 53" E, C= 139.24 Ft.); Thence run N 15 degrees 45' 17" E 109.11 Ft. to the Point of a Curve to the Right having a Delta of 22 degrees 03' 38" and a Radius of 436.04 Ft.; Thence run along the Arc of said Curve 167.89 Ft.(CB=N 26 degrees 47' 07" E, C=166.85 Ft.); Thence run N 37 degrees 48' 46" E 202.08 Ft. to the Point of a 55.00 Ft. Radius Point at the Center of a Cul-De-Sac and the End of said Easement.

Being the same property conveyed in deed recorded in Inst #20200205000048640, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 09/20/2021 11:05:08 AM
 \$880.00 JOANN
 20210920000455910

Allen S. Bayl