

20211029000524220
10/29/2021 11:08:13 AM
MORT 1/48

This instrument was prepared by:
Richard Theibert, Esq.
Dominick Feld Hyde, P.C.
1130 22nd Street South, Ste 4000
Birmingham, Alabama 35205

**FUTURE ADVANCE MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES
AND SECURITY AGREEMENT
(ALABAMA)**

**STATE OF ALABAMA
COUNTY OF SHELBY**

THIS INDENTURE (herein this "**Mortgage**") made this 22 day of **October, 2021**, between **Greystone Golf Club, Inc., an Alabama corporation** (hereinafter called the "**Borrower**", whether one or more), and **Cadence Bank** (hereinafter called "**Bank**"), Mortgagee.

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

CHECK IF ☐ THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" AS
APPLICABLE DEFINED IN SECTION 7-9A-334(h) OF THE CODE OF
ALABAMA AND SECURES, AMONG OTHER
OBLIGATIONS, AN OBLIGATION INCURRED FOR THE
CONSTRUCTION OF AN IMPROVEMENT ON LAND.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Bank on a loan (the "**Loan**") in the principal sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated the 22 day of **October, 2021**, payable to Bank with interest thereon (the "**Note**") as follows:

CHECK IF ☐ On _____, 20____ or such earlier maturity date as
APPLICABLE provided in the Note or as provided in any Loan Document as defined
below;

If not checked above, then on demand or as otherwise provided in the Note; and

WHEREAS, Borrower may hereafter become indebted to Bank or to a subsequent holder of this Mortgage on loans or otherwise (the Bank and any subsequent holder of this Mortgage being referred to herein as "**Lender**"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker,

endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise, including all obligations incurred by the Borrower under any agreement between Borrower and Lender or any affiliate of Lender, whether now existing or hereafter entered into, which provides for an interest rate currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions, for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio, or loan valuations or commodity prices (each, a "Hedge Agreement") (herein "**Other Indebtedness**").

NOW THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the "**Loan Documents**"), and as may be set forth in instruments evidencing or securing Other Indebtedness (the "**Other Indebtedness Instruments**"), has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "**Mortgaged Property**") to wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit A** attached hereto and made part hereof (the "**Land**");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be

appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items of types of property described in (a), (b), (c) or (d) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, (i) if the Borrower shall fully pay or cause to be fully paid to the Lender the principal and interest payable with respect to the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorneys' fees, and shall pay and all other Indebtedness, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments expressed to be kept, performed, and observed by or on the part of the Borrower, all without fraud or delay, and (ii) the Lender shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Note, and any Loan Document or any Other Indebtedness Instrument (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of

credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Borrower further represents, warrants, covenants and agrees with the Lender as follows:

ARTICLE I

General

1.01 Performance of Mortgage, Note and Loan Documents. The Borrower shall perform, observe and comply with all provisions hereof, of the Note, of the other Loan Documents, and of the Other Indebtedness Instruments, and shall duly and punctually pay to the Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage, of the Note, of the other Loan Documents, and of the Other Indebtedness, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.02 Warranty of Title. Borrower hereby warrants that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby Mortgaged, or is lawfully seized of such other estate or interest as described on Exhibit A hereto, and has good and absolute title to all existing personal property hereby granted as security, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Future Advances, Revolving and Open-End Loans, and Other Debts. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of the Borrower to the Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancing of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

1.04 Monthly Tax Deposit. If required by Lender, Borrower shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by the Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, any of the other Loan Documents, or any of the Other Indebtedness Instruments, but, unless otherwise agreed by the Lender in writing, no application of tax deposits to the Note, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.05 Other Taxes, Utilities and Liens.

(a) The Borrower shall pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.04 of this Article 1), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

(b) The Borrower promptly shall pay and shall not suffer any mechanic's, laborer's, statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.06 Insurance.

(a) The Borrower shall procure for, deliver to, and maintain for the benefit of the Lender during the term of this Mortgage insurance policies in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurance hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be acceptable to the Lender, and, unless otherwise agreed by the Lender in writing, shall provide for coverage without coinsurance or deductibles. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender, as mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower, or its assigns, in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) The Lender hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to the Lender instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said funds, the Lender may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be

liable to Borrower or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) If required by the Lender, the Borrower shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Paragraph 1.04 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Paragraph 1.06. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Borrower agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Borrower with Lender pursuant to this Paragraph 1.06 to enable the Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Borrower under the Note, any other Loan Documents, or any Other Indebtedness Instruments, the Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by the Lender in writing, no application of insurance proceeds to the Loan, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation and hereby is authorized, at its option to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, which, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. The Borrower promptly shall notify the Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. The Lender shall be entitled to retain, at the expense of the Borrower, its own legal counsel in connection with any such proceedings or threatened proceedings. Lender shall be under no obligation to the Borrower or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry.

1.08 Care of the Property.

(a) The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and shall not commit or suffer any waste and shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery or appurtenances, subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the

Mortgaged Property, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$5,000.00) for any single transaction, or total of Twenty Thousand Dollars (\$20,000.00) in any one year, upon replacing the same with, or substituting for the same, free and clear of all liens and security interests except those created by the Loan Documents or Other Indebtedness Instruments, other furniture, furnishings, equipment, tools, appliances, machinery or appurtenances not necessarily of the same character, but of at least equal value and of equal or greater utility in the operation of the Mortgaged Property, and costing not less than the amount realized from the property sold or otherwise disposed of. Such substitute furniture, furnishings, equipment, tools, appliances, machinery and appurtenances shall forthwith become, without further action, subject to the provisions of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower shall give immediate written notice of the same to the Lender.

(d) The Lender hereby is authorized to enter upon and inspect the Mortgaged Property, and to inspect the Borrower's or Borrower's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Borrower promptly shall restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower promptly shall restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.07, toward restoring the damaged improvements.

1.09 Further Assurances; After-Acquired Property.

(a) At any time, and from time to time, upon request by the Lender, the Borrower, at Borrower's expense, will make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure by the Borrower to do so, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Borrower, and Borrower hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within (10) days after the Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof

(b) Without limitation to the generality of the other provisions of this Mortgage, including subparagraph (a) of this paragraph 1.09, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by the Borrower by

whatsoever means, including that in the event the Borrower is the owner of an estate or interest in the Mortgaged Property or any part thereof (such as, for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage the Borrower obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Borrower or the Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender's making the Loan as aforesaid, and to secure the Loan, the Other Indebtedness and obligations set forth above, Borrower hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

1.10 Additional Security. The Lender also shall have and hereby is granted a security interest in all monies, securities and other property of the Borrower, now or hereafter assigned, held, received, or coming into the possession, control, or custody of the Lender by or for the account of the Borrower (including indebtedness due from the Lender to the Borrower, and any and all claims of Borrower against Lender, at any time existing) whether expressly as collateral security, custody, pledge, transmission, collection or for any other purpose, and also upon any and all deposit balances, including any dividends declared, or interest accruing thereon, and proceeds thereof. On an Event of Default, the Lender may, in addition to any other rights provided by this Mortgage or any of the other Loan Documents, but shall not be obligated to, apply to the payment of the Loan or Other Indebtedness secured hereby, and in such manner as the Lender may determine, any such monies, securities or other property held or controlled by the Lender. No such application of funds shall, unless otherwise expressly agreed by the Lender in writing, reduce, alter, delay or otherwise affect any regularly scheduled payment with respect to the Loan or such Other Indebtedness or obligations.

1.11 Leases Affecting Mortgaged Property. The Borrower shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower shall furnish Lender with executed copies of all leases now or hereafter existing on the Mortgaged Property; and leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Borrower shall not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by the Lender, the Borrower shall execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to evidence further the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. The Borrower shall not cancel, surrender or modify any lease affecting the Mortgaged Property or any part thereof without the written consent of the Lender.

1.12 Expenses. The Borrower shall pay or reimburse the Lender for all reasonable attorney's fees, costs and expenses incurred by the Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage, in any of the other Loan Documents or the Other Indebtedness Instruments, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, any of the other Loan Documents, any of the Other Indebtedness Instruments, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any environmental condition of or affecting the Mortgaged Property, or any action to protect the security hereof; any such amounts paid or incurred by the Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.13 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property, or otherwise

described in Paragraphs 1.04 and 1.05 hereof; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, then the Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon calculated in the manner set forth in the Note, and at the default interest rate specified in the Note, or, if no default interest rate is specified, then at the rate set forth in the note, plus two percentage points (2%). The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender hereby is empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower for trespass or otherwise.

1.14 Books and Records. The Borrower shall keep and maintain at all time full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of the Lender, the Borrower shall furnish to the Lender (i) within ninety (90) days after the end of the Borrower's fiscal year a balance sheet and a statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by a Certified Public Accountant, and (ii) within ten (10) days after request therefor from Lender, a rent schedule of the Mortgaged Property, certified by the Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.15 Estoppel Affidavits. The Borrower within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Loan and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

1.16 Alienation or Sale of Mortgaged Property. The Borrower shall not sell, assign, mortgage, encumber, grant a security interest in or otherwise convey all or any part of the Mortgaged Property without obtaining the express written consent of the Lender at least thirty (30) days prior to such conveyance. If Borrower should sell, assign, mortgage, encumber, grant a security interest in or convey all, or any part, of the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender.

1.17 Environmental and Compliance Matters. Borrower represents, warrants and covenants as follows:

(a) No Hazardous Materials (hereinafter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C Sections

6901, et seq.), the Clean Water Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property;

(c) All of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders;

(d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property;

(e) The Borrower promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Borrower represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990, ("ADA") (42 U.S.C. Sections 12101, et seq.) and the Rehabilitation Act of 1973 ("**Rehabilitation Act**") (29 U.S.C. Sections 749, et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto; and

(f) Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.17, or of any notice of other claim relating to the environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Borrower agrees to and does hereby indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Paragraph 1.17, (ii) Borrower's failure to perform any obligations of this paragraph 1.17, (iii) Borrower's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, with the ADA or the Rehabilitation Act, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences. However, this indemnification shall not apply to any new Hazardous Materials first stored, generated or placed on the Mortgaged Property after the acquisition of title to the mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full.

1.18 Inspection Rights and Easements. In addition to other inspection rights of Lender, the Borrower shall and hereby does grant and convey to the Lender, its agents, representatives, contractors, and employees, to be exercised by Lender following an Event of Default hereunder or under any of the other Loan Documents, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein "**Inspections**"), as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged

Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to the Lender, the Lender shall have no obligation to perform any such inspections, or to take any remedial action. All the costs and expenses incurred by the Lender with respect to any inspections which the Lender may conduct or take pursuant to this Paragraph 1.18, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Borrower, with interest, and shall be secured by this Mortgage and the other Loan Documents.

1.19 Use, Governmental Compliance. The Borrower shall: (a) use the Mortgaged Property solely for the uses provided for in the Loan Agreement or Construction Loan Agreement executed by Borrower and Lender in connection with the Loan, or otherwise as permitted in writing by the Lender; (b) maintain all material certificates, licenses, authorizations, registrations, permits and other approvals of Governmental Authorities necessary for (i) compliance with the environmental laws, rules and regulations referenced in Paragraph 1.17(a) hereof or as otherwise may be applicable to the Mortgaged Property from time to time, (ii) the use of the Mortgaged Property and the conduct of any business or activity on the Mortgaged Property, and (iii) the construction, completion and occupancy of the improvements constructed or to be constructed on the Mortgaged Property, including all required zoning, building, land use, environmental, wetlands, coastal development, endangered species, cultural resources, storm water discharge, liquor, occupancy, fire and utility approvals; (c) comply with all Governmental Requirements now or hereafter affecting the Mortgaged Property or any business or activity conducted thereon; and (d) not permit any act to be done on the Mortgaged Property in violation of any Governmental Requirements or that constitutes a public or private nuisance, or that makes void or cancelable, or increases the premium of, any insurance then in force with respect thereto. For the purposes hereof, (a) a "**Governmental Authority**" means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof having jurisdiction over or with respect to all or any part of the Mortgaged Property, and (b) "**Governmental Requirements**" means all laws, rules, regulations, ordinances, judgments, decrees, codes, orders, injunctions, notices and demand letters of any Governmental Authority.

ARTICLE II ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Borrower, in consideration of Lender's making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancing of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorney's fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto the Lender all leases, subleases and lease guaranties of or relating to all or part of the Mortgaged Property, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Lender, and the Borrower does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Mortgaged Property as hereinafter provided), to rent, lease or let all or any portion of the

Mortgaged Property to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and taking possession of the Mortgaged Property pursuant to the provisions hereinafter set forth.

2.02 Prepayment of Rent. The Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower. The Borrower waives any right of setoff against any person in possession of any portion of the Mortgaged Property. The Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

2.03 Not Mortgagee in Possession; No Liability. Nothing herein contained shall be construed as constituting the Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Borrower.

2.04 Present Assignment. It is the intention of the parties that this assignment of rents and leases shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Borrower shall have the right to collect the rents so long as there exists no Event of Default under this Mortgage, and provided further, that Borrower's right to collect such rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

2.05 No Obligation of Lender Under Leases. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and the Borrower shall and does hereby agree to indemnify and hold the Lender harmless to and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements. Should the Lender incur any claims or demands asserted against the Lender in connection with any one or more of said leases, subleases or agreements, the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and attorney's fees shall be secured by the assignment hereunder and by this Mortgage.

2.06 Instruction to Lessees. The Borrower does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to the Lender upon receipt of demand from said Lender to pay the same.

2.07 Default (Assignment). Upon the occurrence of any Event of Default, as described in Paragraph 4.0 of this Mortgage, then, in addition to the right to demand and collect directly from tenants rents accruing from leases of the Mortgaged Property, Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

**ARTICLE III
SECURITY AGREEMENT**

3.01 Grant of Security Interest. Borrower (the "debtor" for purposes of the Uniform Commercial Code), in consideration of Lender's (the "secured party" for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancing of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby assign and grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the "**Collateral**"). Borrower also assigns all Capital Dues owed to Borrower by members or any third parties.

3.02 Definitions. All terms used herein which are defined in the Alabama Uniform Commercial Code (the "**Uniform Commercial Code**") shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

3.03 Financing Statements. No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed by Borrower and Lender. At the Lender's request, the Borrower will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to the Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Lender to be necessary or desirable. The Borrower authorizes the Lender to prepare and to file financing statements covering the Collateral signed only by the Lender and to sign the Borrower's signature to such financing statements in jurisdictions where Borrower's signature is required. The Borrower promises to pay to the Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

3.04 Representations of Borrower (Collateral). With respect to all of the Collateral, Borrower represents and warrants that:

- (a) The Collateral is used or bought primarily for business purposes;
- (b) If the Loan is a construction loan, the Collateral is being acquired and/or installed with the proceeds of the Note which Lender may disburse directly to the seller, contractor, or subcontractor;
- (c) All the Collateral will be kept at the address of Borrower shown in Paragraph 5.08 (a) or, if not, at the real property described in Exhibit A hereto. Borrower promptly shall notify Lender of any change in the location of the Collateral. Except for transactions in the ordinary course of Borrower's business, Borrower, its agents or employees, will not remove the Collateral from said location without the prior written consent of the Lender;
- (d) If certificates of title are issued or outstanding with respect to any of the Collateral, the Borrower shall cause the Lender's interest to be properly noted thereon; and
- (e) Borrower's name has always been as set forth on the first page of this Mortgage, except as

otherwise disclosed in writing to the Lender. Borrower promptly shall advise the Lender in writing of any change in Borrower's name.

3.05 Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Lender transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Lender's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Lender retains any of such indebtedness or instruments, Lender shall continue to have the rights and remedies herein set forth with respect thereto.

3.06 No Obligation of Lender Under Assigned Contracts. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any contracts or agreements relating to the Mortgaged Property, and the Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any such contracts or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said contracts or agreements. Should the Lender incur any such liability, loss or damage, under said contracts or agreements or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said contracts or agreements, the Borrower agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Borrower, all such costs, expenses and attorneys' fees shall be secured by the assignment hereunder and by this Mortgage.

3.07 Default (Security Agreement). Upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, the Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.01 Event of Default. The term "Event of Default," wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

(a) Failure by the Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit, or other charge payable under the Note, this Mortgage or under any other Loan Document; or

(b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, and the continuance of such failure for ten (10) days or more, or the occurrence of any other Event of Default under any of the other Loan Documents or Other Indebtedness Instruments; or

(c) The filing by the Borrower or any guarantor of any indebtedness secured hereby or of any of Borrower's obligations hereunder, of a voluntary petition in bankruptcy or the Borrower's or any such guarantor's adjudication as a bankrupt or insolvent, or the filing by the Borrower or any such guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's or any such guarantor's seeking or consenting to or acquiescence in the appointment of any

trustee, receiver or liquidator of the Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or

(c) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against the Borrower or any guarantor of any of the indebtedness secured hereby or of any of Borrower's obligations hereunder, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, without the consent or acquiescence of the Borrower and/or any such guarantor which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or

(d) The filing or enforcement of any other mortgage, lien or encumbrance on the Mortgaged Property or any party thereof, or of any interest or estate therein; or

(e) If any portion of the Mortgaged Property is a leasehold estate, the occurrence of a default under such lease or other instrument creating the estate.

4.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan and Other Indebtedness) secured hereby (or such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence. Any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

4.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts of the Borrower or then owner of the Mortgaged Property relating thereto, and may exclude the Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender, as attorney-in-fact or agent of the Borrower, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Lender) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Lender) insured (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Lender) and exercise all the rights and powers of the Borrower in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Borrower to cancel the same, and to elect to

disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Lender), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other charges prior to this Mortgage as the Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender, Lender shall apply the remainder of the moneys so received by the Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Paragraph 1.04; third to the payment of any other sums required to be paid by Borrower under this Mortgage or under the other Loan Documents; fourth to the payment of overdue installments of principal on the Note; fifth to the payment of any sums due under Other Indebtedness Instruments, whether principal, interest or otherwise; and the balance, if any, as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, or to whomsoever shall be entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.04 Receiver.

(a) If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(b) The Borrower shall pay to the Lender upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 4.04; and all such expenses shall be secured by this Mortgage.

4.05 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Loan; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as the Lender may elect.

4.06 Rights of a Secured Party. Upon the occurrence of an Event of Default, the Lender, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, any of the other Loan Documents, the Other Indebtedness Instruments or under applicable law, may immediately and without demand exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation:

(a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of securing, removing, and/or disposing of the Collateral without interference from Borrower and without any liability for rent, storage, utilities or other sums;

(b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Borrower at least ten (10) days prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Borrower agrees shall be reasonable notice of any sale or disposition of the Collateral;

(b) The right to require Borrower, upon request of Lender, to assemble and make the Collateral available to Lender at a place reasonably convenient to Borrower and Lender; and

(d) The right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Lender upon default, Borrower does hereby irrevocably appoint Lender attorney-in-fact for Borrower, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Borrower could do, and to sell, assign, and transfer any collateral to Lender or any other party.

4.07 Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, whether in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect. The provisions of paragraph 4.06 of this Mortgage shall apply with respect to Lender's enforcement of rights or interest in personal property which constitutes Mortgaged Property hereunder.

4.08 Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 4.07, or any sale pursuant to Paragraph 4.06, shall be applied as follows:

(a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Collateral and preparing the Collateral or the Mortgaged Property (as the case may be) for sale, and (ii) making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note or the other Loan Documents, such repayment to be applied in the manner determined by Lender;

(c) Third, to the payment of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, whether or not all of such indebtedness is then due;

(d) Fourth, the balance, if any, shall be paid as provided by law.

4.09 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

4.10 Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

4.11 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

4.12 Borrower to Pay the Note on any Default in Payment; Application of Moneys by Lender. If default shall occur in the payment of any amount due under this Mortgage, the Note, any of the other Loan Documents or any of the Other Indebtedness Instruments, or if any other Event of Default shall occur under this Mortgage, then, upon demand of the Lender, the Borrower shall pay to the Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case the Borrower shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

4.13 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, any of the other Loan Documents, or the Other Indebtedness Instruments to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

4.14 No Waiver of One Default to Affect Another. No waiver of any default hereunder, under any of the other Loan Documents or under any of the Other Indebtedness Instruments, shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Lender (a) grants forbearance or any extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in any of the other Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, any of the other Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat, or replat or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any

agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, charge or affect the original liability under this Mortgage, the Note, the other Loan Documents, or the Other Indebtedness Instruments of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Mortgage or any of the other Loan Documents) hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the other Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

4.15 Discontinuance of Proceedings - Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

4.16 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, any of the Loan Documents, the Other Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

4.17 Notice of Defaults Under the Loan Documents and Other Credit Arrangements. Borrower shall give prompt notice to Lender of any defaults by Borrower under this Mortgage or any of the other Loan Documents, and of any notice of default received by Borrower under any other credit arrangement of Borrower.

4.18 Deleted.

4.19 Tenancy at Sufferance. If Borrower remains in possession of the Property after the Property is sold as provided above or Bank otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at sufferance of Bank or the purchaser of the Property and shall, at Bank's option, either (i) pay a reasonable rental for the use of the Property, or (ii) vacate the Property immediately upon the demand of Lender. This clause shall survive any termination of this Mortgage by foreclosure or otherwise and any rents owed Bank or expenses incurred by Bank under this section, including attorneys' fees, whether before or after foreclosure, shall be added to the Indebtedness and an expense payable by Borrower under the Note or Loan Agreement. This is in addition to, and not in limitation of, any other remedies available to Bank by law, under this document, or under any Related Documents.

**ARTICLE V
MISCELLANEOUS**

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, the Borrower shall not be entitled to assign any of its rights, titles, and interests hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of the Bank.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in any of the other Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, in the other Loan Documents and in the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, such reference shall include all renewals, extensions, modifications and refinancings thereof.

5.06 Conflict in Loan Documents. In the event of conflict in the terms of any provisions in this Mortgage, the Note, any of the other Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to the Lender shall apply.

5.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements:

- | | | |
|-----|--|--|
| (a) | Name of Borrower (Debtor):
Address of Borrower: | Greystone Golf Club, Inc.
4100 Greystone Drive
Birmingham, AL 35242 |
| (b) | Name of (Secured Party):
Address of Lender: | Cadence Bank
3500 Colonnade Parkway |

Birmingham, AL 35243

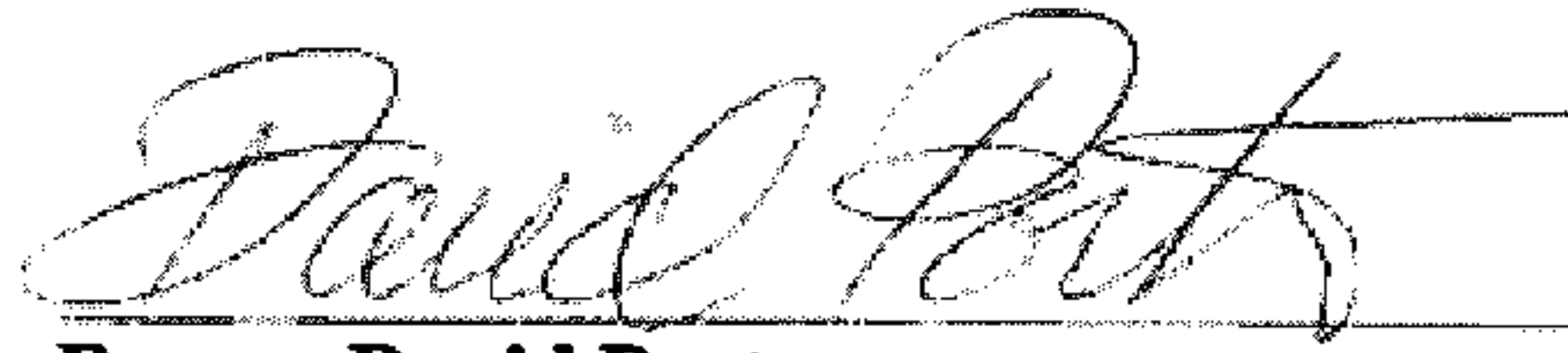
(c) Record Owner of Real
Estate described on Exhibit A hereto: **Greystone Golf Club, Inc.**

5.09 Rider. Additional provisions of this Mortgage, if any are set forth below or on a Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

BORROWER (Mortgagor, Debtor):

Greystone Golf Club, Inc.



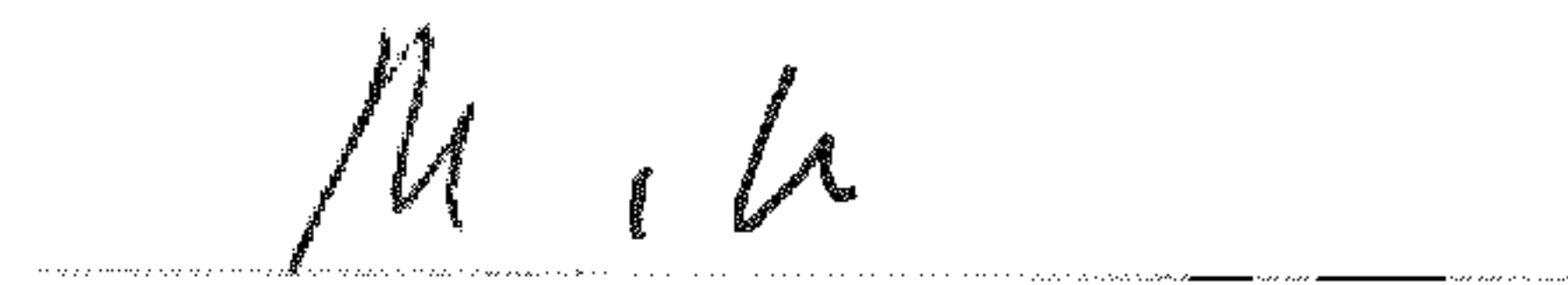
By: David Porter
Its: General Manager

Date Executed: October 22, 2021

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that **David Porter, whose name as General Manager of Greystone Golf Club, Inc.**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of this instrument, he as such manager and with full authority, executed the same for and as act of said corporation on the day the same bears date.

Given under my hand and official seal this 22 day of October, 2021.



Notary Public
My Commission Expires: **5.23.24**

TITLE SEARCH REPORT

File No.: 9178R-21

Prepared for our customer:
Dominick Feld Hyde, P.C.

LIENS/ENCUMBRANCES

1. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. 2021 taxes are Due in the following amounts
\$1,412.46 under Parcel ID Number 03-8-27-0-002-017.000
\$6,410.60 under Parcel ID Number 03-8-28-0-001-006.002
\$2,173.22 under Parcel ID Number 03-8-28-0-001-006.004
\$514.07 under Parcel ID Number 03-8-28-0-001-046.000
\$4,217.75 under Parcel ID Number 03-8-28-0-001-047.000
\$37.24 under Parcel ID Number 03-8-28-0-002-029.000
\$53.20 under Parcel ID Number 03-8-33-0002-001.022
\$53,329.77 under Parcel ID Number 03-8-22-0-002-003.000
\$836.57 under Parcel ID Number 03-8-33-0-002-004.000
\$174.23 under Parcel ID Number 03-8-33-0-003-035.000
\$87.78 under Parcel ID Number 03-9-32-0-002-005.007
\$456.19 under Parcel ID Number 03-9-32-0-002-005.008
\$7,555.20 under Parcel ID Number 03-9-32-0-002-006.027
\$4,672.29 under Parcel ID Number 03-9-32-0-002-008.000

\$966.91 under Parcel ID Number 03-5-15-4-003-024.000
\$776.72 under Parcel ID Number 03-5-21-0-000-003.000
\$35.21 under Parcel ID Number 03-5-22-0-000-005.005
\$37,836.70 under Parcel ID Number 03-5-22-1-001-001.001
\$2,824.92 under Parcel ID Number 03-5-22-1-001-002.005
\$1,732.35 under Parcel ID Number 03-5-22-1-002-007.000
\$7,949.88 under Parcel ID Number 03-5-22-3-001-004.003
\$5,757.57 under Parcel ID Number 03-6-14-3-001-003.000
\$4,540.62 under Parcel ID Number 03-6-23-2-001-001.018
\$747.46 under Parcel ID Number 03-6-23-2-001-001.019

TITLE SEARCH REPORT

File No.: 9178R-21

Prepared for our customer:
Dominick Feld Hyde, P.C.

EXHIBIT A

FOUNDER'S COURSE LEGAL DESCRIPTION

THE FOUNDER'S COURSE CONSISTS OF FOUNDER'S PARCEL A (LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL I, FOUNDER'S EXCLUDED PARCEL II AND FOUNDER'S EXCLUDED PARCEL III, AS DESCRIBED BELOW), FOUNDER'S PARCEL B, FOUNDER'S PARCEL C-1, FOUNDER'S PARCEL C-2 AND FOUNDER'S PARCEL C-3, AND FOUNDER'S PARCEL D WHICH ARE DESCRIBED AS FOLLOWS:

FOUNDER'S PARCEL A:

A PARCEL OF LAND SITUATED IN SECTIONS 27, 28, 32 AND 33, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIN LOCALLY ACCEPTED TO BE THE NORTHWEST CORNER OF SAID SECTION 33, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID SECTION 33 FOR A DISTANCE OF 713.00 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 100 DEGREES 45 MINUTES 22 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 74.93 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEGREES 26 MINUTES 24 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 548.21 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 34 DEGREES 30 MINUTES 01 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 219.54 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF GREYSTONE WAY, A PRIVATE ROADWAY, IN GREYSTONE 1ST SECTOR PHASE II AS RECORDED IN MAP BOOK 15, ON PAGES 58-61, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 69 DEGREES 44 MINUTES 59 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 113.46 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 16 MINUTES 48 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 70.71 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 25 DEGREES 00 MINUTES 00 SECONDS AND A RADIUS OF 721.69 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 314.90 FEET TO AN IRON PIN FOUND ON A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 1 DEGREE 12 MINUTES 15 SECONDS AND A RADIUS OF 966.30 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 20.31 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF BERWICK ROAD IN GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, ON PAGE 31, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 50 DEGREES 35 MINUTES 19 SECONDS FROM THE CHORD OF LAST STATED CURVE AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID BERWICK ROAD FOR A DISTANCE OF 163.77 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 2 IN SAID GREYSTONE RIDGE GARDEN HOMES; THENCE TURN AN ANGLE TO THE LEFT OF 83 DEGREES 40 MINUTES 05 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 100.01 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 03 MINUTES 16 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 2, 3, 4, 5, 6 AND 7 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 347.99 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 4 DEGREES 23 MINUTES 21 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION

ALONG THE SOUTHEAST LINE OF LOTS 7 THROUGH 23 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 770.70 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 2 DEGREES 43 MINUTES 44 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 23 THROUGH 32 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 433.40 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 0 DEGREES 38 MINUTES 26 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 32 THROUGH 36 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 207.43 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 5 DEGREES 10 MINUTES 53 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 36 THROUGH 52 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 739.13 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 53B IN A RESURVEY OF LOT 53, FIRST ADDITION TO GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, ON PAGE 57, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 03 MINUTES 51 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 53B AND 53A IN SAID RESURVEY OF LOT 53 FOR A DISTANCE OF 198.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 40 DEGREES 32 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOT 53A IN SAID RESURVEY OF LOT 53 AND ALSO ALONG THE NORTHEAST LINE OF LOTS 54 THROUGH 58 IN FIRST ADDITION TO GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, ON PAGE 32, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AND ALSO ALONG LOTS 59 THROUGH 61 AND LOT 66 IN GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, ON PAGE 31, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 712.32 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 34 DEGREES 46 MINUTES 13 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 66 AND 67 IN SAID GREYSTONE RIDGE GARDEN HOMES FOR A DISTANCE OF 200.89 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 119 DEGREES 51 MINUTES 08 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 153.32 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 86 DEGREES 27 MINUTES 23 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 7.25 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 94 DEGREES 06 MINUTES 19 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 21.56 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 92 DEGREES 39 MINUTES 27 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 215.68 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 37 DEGREES 13 MINUTES 10 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 196.34 FEET TO AN IRON PIN FOUND ON THE NORTHEAST RIGHT-OF-WAY LINE OF HUGH DANIEL DRIVE, A PRIVATE ROADWAY; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEGREES 33 MINUTES 40 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID HUGH DANIEL DRIVE FOR A DISTANCE OF 213.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 59 MINUTES 58 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 85.50 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 32 DEGREES 32 MINUTES 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 70.57 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 18 DEGREES 10 MINUTES 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 52.06 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 10 DEGREES 35 MINUTES 28 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 40.17 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 33 DEGREES 24 MINUTES 37 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 55.77 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 24 DEGREES 46 MINUTES 23 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 14.29 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 36 DEGREES 31 MINUTES 46 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 27.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 33 DEGREES 08 MINUTES 30 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 168.12 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 34 DEGREES 35 MINUTES 47 SECONDS AND RUN IN A

NORTHEASTERLY DIRECTION FOR A DISTANCE OF 161.43 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 28 DEGREES 40 MINUTES 07 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 553.80 FEET TO AN IRON PIN FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF GREYSTONE DRIVE, A PRIVATE ROADWAY, IN GREYSTONE 1ST SECTOR PHASE I AS RECORDED IN MAP BOOK 14, ON PAGE 91, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 28 MINUTES 03 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 375.40 FEET TO AN IRON PIN FOUND ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES 33 MINUTES 21 SECONDS AND A RADIUS OF 1,678.31 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 86 DEGREES 56 MINUTES 43 SECONDS TO THE RADIUS OF SAID CURVE AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 367.78 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 13 IN SAID GREYSTONE 1ST SECTOR PHASE I; THENCE TURN AN ANGLE TO THE LEFT FROM THE CHORD OF LAST STATED CURVE OF 83 DEGREES 43 MINUTES 26 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 13 FOR A DISTANCE OF 61.58 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEGREES 57 MINUTES 04 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 13 FOR A DISTANCE OF 134.88 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE TURN AN ANGLE TO THE RIGHT OF 68 DEGREES 57 MINUTES 45 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 13 THROUGH 19 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 875.23 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 22 DEGREES 11 MINUTES 37 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 19 THROUGH 24 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 797.01 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 24; THENCE TURN AN ANGLE TO THE RIGHT OF 51 DEGREES 55 MINUTES 06 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 24 AND 25 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 274.60 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 16 IN ST. CHARLES AT GREYSTONE AS RECORDED IN MAP BOOK 16, ON PAGE 5, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 16 DEGREES 37 MINUTES 12 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 16 FOR A DISTANCE OF 115.95 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 42 DEGREES 25 MINUTES 05 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 16, 15, 14 AND 13 IN SAID ST. CHARLES AT GREYSTONE FOR A DISTANCE OF 444.00 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 1 IN GREYSTONE 4TH SECTOR AS RECORDED IN MAP BOOK 16, ON PAGE 89 A, B & C, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEGREES 38 MINUTES 55 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 1 FOR A DISTANCE OF 155.71 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES 59 MINUTES 28 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 1 AND 2 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 612.50 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 62 DEGREES 01 MINUTES 15 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 2 FOR A DISTANCE OF 80.56 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 73 DEGREES 57 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 2 FOR A DISTANCE OF 210.71 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 3 IN SAID GREYSTONE 4TH SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEGREES 30 MINUTES 17 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 199.55 FEET TO AN IRON PIN FOUND ON THE NORTHWEST LINE OF LOT 4 IN SAID GREYSTONE 4TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 95 DEGREES 19 MINUTES 38 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 4 FOR A DISTANCE OF 39.95 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE TURN AN ANGLE TO THE RIGHT OF 83 DEGREES 50 MINUTES 12 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE

OF SAID LOT 4 FOR A DISTANCE OF 180.00 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 35 DEGREES 56 MINUTES 37 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 4 FOR A DISTANCE OF 67.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF GREYSTONE WAY, A PRIVATE ROADWAY, IN SAID GREYSTONE 4TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 198.68 FEET TO THE SOUTHWEST CORNER OF LOT 5A OF A RESURVEY OF LOTS 5 AND 6 IN GREYSTONE 4TH SECTOR AS RECORDED IN MAP BOOK 17, ON PAGE 97, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 5A FOR A DISTANCE OF 67.84 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 5A; THENCE TURN AN ANGLE TO THE RIGHT OF 8 DEGREES 27 MINUTES 34 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOTS 5A AND 6A AND ALSO ALONG THE NORTHWEST LINE OF LOT 7, 8 AND 9 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 637.08 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 61 DEGREES 23 MINUTES 26 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 9 AND 10 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 280.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 29 DEGREES 39 MINUTES 08 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 10 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 122.99 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 11 IN SAID GREYSTONE 4TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 4 DEGREES 41 MINUTES 00 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 11 THROUGH 14 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 488.47 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 6 DEGREES 08 MINUTES 32 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 14 THROUGH 16 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 246.56 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 23 DEGREES 49 MINUTES 53 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 16 THROUGH 19 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 483.13 FEET IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 61 DEGREES 41 MINUTES 06 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 19 AND 20 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 304.66 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 3 DEGREES 47 MINUTES 28 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 20 THROUGH 24 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 539.54 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 25A IN AMENDED MAP OF A RESURVEY OF LOT 25 GREYSTONE 4TH SECTOR AS RECORDED IN MAP BOOK 19, ON PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 36 DEGREES 25 MINUTES 07 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOTS 25A AND 26 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 390.95 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 4 DEGREES 34 MINUTES 17 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 27 THROUGH 29 IN SAID GREYSTONE 4TH SECTOR FOR A DISTANCE OF 436.56 FEET TO AN IRON PIN FOUND ON THE SOUTHWEST RIGHT-OF-WAY OF GREYSTONE WAY, A PRIVATE ROADWAY; THENCE TURN AN ANGLE TO THE RIGHT OF 70 DEGREES 12 MINUTES 39 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 95.13 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 30 IN SAID GREYSTONE 4TH SECTOR ON THE NORTHEAST RIGHT-OF-WAY OF SAID GREYSTONE WAY, A PRIVATE ROADWAY; THENCE TURN AN ANGLE TO THE LEFT OF 19 DEGREES 52 MINUTES 16 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 30 FOR A DISTANCE OF 133.64 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 16 DEGREES 56 MINUTES 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 30 FOR A DISTANCE OF 89.36 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 1 IN GREYSTONE 7TH SECTOR AS RECORDED IN MAP BOOK 18, ON PAGE 119, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 1

DEGREE 34 MINUTES 20 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 1 FOR A DISTANCE OF 130.16 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 2 IN SAID GREYSTONE 7TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 57 MINUTES 21 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 2 FOR A DISTANCE OF 131.09 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 3 IN SAID GREYSTONE 7TH SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 1 DEGREE 29 MINUTES 15 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 3 FOR A DISTANCE OF 121.58 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 3 DEGREES 35 MINUTES 36 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 3 AND ALSO ALONG THE NORTHWEST LINE OF LOT 4A IN A RESURVEY OF LOTS 4 AND 5 GREYSTONE 7TH SECTOR AS RECORDED IN MAP BOOK 20, ON PAGE 15, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 279.84 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 30 DEGREES 00 MINUTES 32 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 4A AND LOT 5A IN LAST STATED RESURVEY AND ALSO ALONG THE NORTHWEST LINE OF LOTS 6 AND 7 IN SAID GREYSTONE 7TH SECTOR FOR A DISTANCE OF 620.08 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 3 DEGREES 19 MINUTES 07 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 8 IN SAID GREYSTONE 7TH SECTOR FOR A DISTANCE OF 261.23 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 7 DEGREES 01 MINUTES 37 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 8 AND 9 IN SAID GREYSTONE 7TH SECTOR FOR A DISTANCE OF 174.29 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 10 IN SAID GREYSTONE 7TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 83 DEGREES 58 MINUTES 27 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 10 FOR A DISTANCE OF 178.88 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 35 DEGREES 55 MINUTES 03 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 10 AND ALSO ALONG THE SOUTHWEST LINE OF LOTS 1 AND 8 IN GREYSTONE 7TH SECTOR PHASE I AS RECORDED IN MAP BOOK 18, ON PAGE 120 A, B & C, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 342.48 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 15 DEGREES 53 MINUTES 06 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 8 THROUGH 10 IN SAID GREYSTONE 7TH SECTOR PHASE I FOR A DISTANCE OF 307.90 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 11 MINUTES 48 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 10 THROUGH 12 IN SAID GREYSTONE 7TH SECTOR PHASE I FOR A DISTANCE OF 218.46 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 49 DEGREES 29 MINUTES 29 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 12 AND 13 IN SAID GREYSTONE 7TH SECTOR PHASE I AND ALSO ALONG THE SOUTHEAST LINE OF LOT 58 IN GREYSTONE 8TH SECTOR AS RECORDED IN MAP BOOK 20, ON PAGE 93 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 168.21 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 29 DEGREES 27 MINUTES 13 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 58 AND 57 IN SAID GREYSTONE 8TH SECTOR FOR A DISTANCE OF 99.43 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES 19 MINUTES 43 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 57 THROUGH 50 IN SAID GREYSTONE 8TH SECTOR FOR A DISTANCE OF 1,090.53 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 5 DEGREES 36 MINUTES 11 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 49 THROUGH 46 IN SAID GREYSTONE 8TH SECTOR FOR A DISTANCE OF 503.78 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 24 DEGREES 47 MINUTES 26 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOT 46 IN SAID GREYSTONE 8TH SECTOR FOR A DISTANCE OF 178.90 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 75 DEGREES 25 MINUTES 39 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 46 FOR A DISTANCE OF 92.04 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF CASTLEHILL ROAD, A PRIVATE ROADWAY, IN SAID GREYSTONE

8TH SECTOR, SAID IRON PIN BEING ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 03 SECONDS AND A RADIUS OF 818.00 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE TANGENT OF SAID CURVE AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID CASTLEHILL ROAD FOR A DISTANCE OF 306.73 FEET TO AN IRON PIN FOUND ON A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88 DEGREES 53 MINUTES 07 SECONDS AND A RADIUS OF 25.00 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 38.77 FEET TO AN IRON PIN FOUND ON A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 27 MINUTES 30 SECONDS AND A RADIUS OF 244.92 FEET, SAID IRON PIN FOUND BEING ON THE NORTHEAST RIGHT-OF-WAY LINE OF GREYSTONE WAY, A PRIVATE ROADWAY, IN SAID GREYSTONE 8TH SECTOR; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE NORTHEAST LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 125.92 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS FROM THE TANGENT OF LAST STATED CURVE AND RUN IN A SOUTHWESTERLY DIRECTION CROSSING SAID GREYSTONE WAY FOR A DISTANCE OF 60.00 FEET TO AN IRON PIN FOUND ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 30 DEGREES 22 MINUTES 48 SECONDS AND A RADIUS OF 304.92 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 161.68 FEET TO AN IRON PIN FOUND ON A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 84 DEGREES 31 MINUTES 48 SECONDS AND A RADIUS OF 25.00 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.88 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST RIGHT-OF-WAY LINE OF CASTLEHILL ROAD, A PRIVATE ROADWAY, SAID IRON PIN FOUND BEING ON A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0 DEGREES 49 MINUTES 50 SECONDS AND A RADIUS OF 818.00 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID CASTLEHILL ROAD FOR A DISTANCE OF 11.86 FEET TO AN IRON PIN FOUND ON A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 17 DEGREES 54 MINUTES 37 SECONDS AND A RADIUS OF 504.23 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID CASTLEHILL ROAD FOR A DISTANCE OF 157.62 FEET TO AN IRON PIN FOUND; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 269.39 FEET TO AN IRON PIN FOUND ON THE SOUTH RIGHT-OF-WAY OF GREYSTONE WAY, A PROPOSED PRIVATE ROADWAY, SAID IRON BEING THE NORTHEAST CORNER OF LOT 11, GREYSTONE 9TH SECTOR AS RECORDED IN MAP BOOK 21, ON PAGE 143, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 96 DEGREES 18 MINUTES 10 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID LOT 11 FOR A DISTANCE OF 62.68 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 15 DEGREES 52 MINUTES 20 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 107.14 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 26 DEGREES 28 MINUTES 24 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 35.27 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 55 DEGREES 59 MINUTES 34 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 28.14 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 114 DEGREES 54 MINUTES 18 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 32.06 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 40 DEGREES 33 MINUTES 55 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 106.72 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 19 DEGREES 49 MINUTES 52 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 11 AND 10 IN SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 42.83 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES 34 MINUTES 22 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 10 FOR A DISTANCE OF 97.42 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 19 DEGREES 35 MINUTES 13 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 38.69 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 29 DEGREES 43 MINUTES 53 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 50.39 FEET TO AN IRON PIN FOUND; THENCE TURN

AN ANGLE TO THE LEFT OF 12 DEGREES 50 MINUTES 20 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINES OF LOTS 10 AND 9 OF SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 58.98 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 58 DEGREES 10 MINUTES 18 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINES OF LOTS 9 AND 8 OF SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 271.36 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 41 DEGREES 02 MINUTES 02 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 8, 7 AND 6 OF SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 548.64 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 28 DEGREES 35 MINUTES 37 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 6 OF SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 55.80 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 41 DEGREES 11 MINUTES 13 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 452.84 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 0 DEGREES 57 MINUTES 35 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG LINES OF LOTS 3 THROUGH 1 IN SAID GREYSTONE 9TH SECTOR FOR A DISTANCE OF 207.28 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEGREES 26 MINUTES 02 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID LOT 1 FOR A DISTANCE OF 58.94 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 7 DEGREES 15 MINUTES 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG SAID LOT 1 FOR A DISTANCE OF 40.95 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 104 DEGREES 48 MINUTES 54 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 214.76 FEET TO AN IRON PIN FOUND ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18 DEGREES 45 MINUTES 08 SECONDS AND A RADIUS OF 450.49 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 106 DEGREES 45 MINUTES 49 SECONDS TO THE CHORD OF SAID CURVE AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 147.44 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 109 DEGREES 55 MINUTES 22 SECONDS FROM THE CHORD OF LAST STATED CURVE AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 66.87 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 48 DEGREES 07 MINUTES 30 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 40.51 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 22 DEGREES 28 MINUTES 30 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 47.39 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 51 DEGREES 59 MINUTES 06 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 68.94 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 31 DEGREES 45 MINUTES 15 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 29.65 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 39 DEGREES 20 MINUTES 52 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 87.77 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 36 DEGREES 12 MINUTES 53 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 385.36 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 6 DEGREES 40 MINUTES 17 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 86.05 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 13 DEGREES 26 MINUTES 12 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 58.48 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 31 DEGREES 30 MINUTES 12 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 39.43 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 38 DEGREES 40 MINUTES 45 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 267.55 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 85 DEGREES 23 MINUTES 49 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 89.57 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 19 DEGREES 58 MINUTES 12 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 205.17 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 45 MINUTES 09 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 141.68 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES 53 MINUTES 53 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 170.88 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES 05 MINUTES 53 SECONDS AND RUN IN A

SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 102.93 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 75 DEGREES 16 MINUTES 09 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 87.33 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 44 DEGREES 45 MINUTES 54 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 89.61 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 10 DEGREES 46 MINUTES 14 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 36.85 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 62 DEGREES 03 MINUTES 39 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 71.06 FEET TO AN IRON PIN FOUND BEING ON THE SOUTHERLY RIGHT-OF-WAY OF GREYSTONE WAY, A PRIVATE ROADWAY, AND BEING ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 4 DEGREES 21 MINUTES 11 SECONDS AND A RADIUS OF 450.49 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 13 DEGREES 19 MINUTES 54 SECONDS TO THE RADIUS OF SAID CURVE AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 34.23 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 31 IN GREYSTONE 6TH SECTOR AS RECORDED IN MAP BOOK 17, ON PAGE 54 A, B & C, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES 10 MINUTES 34 SECONDS FROM THE CHORD OF LAST STATED CURVE AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 31 FOR A DISTANCE OF 200.26 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 31; THENCE TURN AN ANGLE TO THE RIGHT OF 107 DEGREES 10 MINUTES 01 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 31 FOR A DISTANCE OF 97.05 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 32 IN SAID GREYSTONE 6TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 50 DEGREES 06 MINUTES 01 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 32 FOR A DISTANCE OF 65.88 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 25 DEGREES 52 MINUTES 47 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 32 AND LOT 33 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 88.93 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 0 DEGREES 02 MINUTES 13 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 33 THROUGH 37 IN SAID GREYSTONE 6TH SECTOR AND ACREAGE FOR A DISTANCE OF 739.46 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 9 DEGREES 26 MINUTES 44 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 425.82 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 71 DEGREES 14 MINUTES 11 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 123.59 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 73 DEGREES 52 MINUTES 17 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 363.02 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 23 DEGREES 47 MINUTES 02 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 143.53 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 4 DEGREES 32 MINUTES 45 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 38 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 166.18 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 39 IN SAID GREYSTONE 6TH SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 26 DEGREES 51 MINUTES 52 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 39 FOR A DISTANCE OF 93.68 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES 05 MINUTES 29 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 39 THROUGH 43 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 467.63 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 19 DEGREES 57 MINUTES 33 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 43 AND 44 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 81.21 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 65 DEGREES 39 MINUTES 24 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 44 AND 45 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 74.24 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 22 DEGREES 31 MINUTES 32 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 45 THROUGH 47 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 172.74 FEET TO AN IRON PIN FOUND; THENCE TURN

AN ANGLE TO THE RIGHT OF 16 DEGREES 25 MINUTES 25 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 47 THROUGH 52 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 491.32 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 5 DEGREES 27 MINUTES 21 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 52 THROUGH 56 IN SAID GREYSTONE 6TH SECTOR FOR A DISTANCE OF 502.62 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 57 IN SAID GREYSTONE 6TH SECTOR; THENCE TURN AN ANGLE TO THE RIGHT OF 26 DEGREES 11 MINUTES 16 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 57 FOR A DISTANCE OF 151.81 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LOT 57; THENCE TURN AN ANGLE TO THE RIGHT OF 60 DEGREES 13 MINUTES 24 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 143.13 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL I, FOUNDER'S EXCLUDED PARCEL II AND FOUNDER'S EXCLUDED PARCEL III BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL I:

COMMENCE AT AN IRON PIN LOCALLY ACCEPTED TO BE THE NORTHWEST CORNER OF SAID SECTION 33, THENCE RUN SOUTH ALONG THE WEST LINE OF SAID SECTION 33 FOR A DISTANCE OF 1039.62 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE NORTHEAST LINE OF LOT 138 IN GREYSTONE 1 ST SECTOR PHASE II AS- RECORDED IN MAP BOOK 15, ON PAGE 58 THROUGH 61, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 98 DEGREES 11 MINUTES 09 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 138, 137, 136 AND 135 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 646.59 FEET TO A POINT, SAID POINT BEING ON THE RIGHT-OF-WAY OF KING STABLES ROAD, A PRIVATE ROADWAY; THENCE TURN AN ANGLE TO THE LEFT OF 61 DEGREES 39 MINUTES 17 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 42.62 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF KING STABLES ROAD AS RECORDED IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE LEFT OF 80 DEGREES 04 MINUTES 56 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF SAID KING STABLES ROAD FOR A DISTANCE OF 72.14 FEET TO AN IRON PIN FOUND ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12 DEGREES 44 MINUTES 46 SECONDS AND A RADIUS OF 774.50 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF SAID KING STABLES ROAD AND ALSO ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 172.30 FEET TO AN IRON PIN FOUND ON A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 86 DEGREES 03 MINUTES 19 SECONDS AND A RADIUS OF 25.00 FEET; THENCE RUN IN A SOUTHEASTERLY TO SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 37.55 FEET TO AN IRON PIN FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF SHADWICK PLACE, A PRIVATE ROADWAY, IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SHADWICK PLACE FOR A DISTANCE OF 267.58 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST CORNER OF LOT 82 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 82 FOR A DISTANCE OF 223.65 FEET TO AN IRON PIN FOUND ON THE NORTHEAST CORNER OF SAID LOT 82; THENCE TURN AN ANGLE TO THE LEFT OF 97 DEGREES 02 MINUTES 12 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 82, 81 AND 80 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 407.36 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEGREES 31 MINUTES 58 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 80, 79, 78 AND 77 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 348.78 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 3 DEGREES 45 MINUTES 02 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 77, 76, AND 75 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 347.89 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 47 DEGREES 04 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 75 FOR A DISTANCE OF

123.67 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 40 DEGREES 06 MINUTES 26 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 75 FOR A DISTANCE OF 70.13 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 74 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE RIGHT OF 40 DEGREES 35 MINUTES 37 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 74 FOR A DISTANCE OF 114.86 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 62 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE RIGHT OF 34 DEGREES 09 MINUTES 34 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 62, 61, 60 AND 59 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 485.11 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 12 DEGREES 56 MINUTES 14 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 59, 58 AND 57 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 378.52 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 56 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE LEFT OF 4 DEGREES 01 MINUTES 24 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 56 FOR A DISTANCE OF 177.66 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 55 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEGREES 19 MINUTES 38 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 55 FOR A DISTANCE OF 170.13 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 54 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE LEFT OF 4 DEGREES 08 MINUTES 56 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 54 AND ALSO ALONG THE SOUTHWEST LINE OF LOTS 53A AND 52A OF A RESURVEY OF LOTS 52 AND 53 IN GREYSTONE 1ST SECTOR PHASE II AS RECORDED IN MAP BOOK 16, ON PAGE 8, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AND ALSO ALONG THE SOUTHWEST LINE OF LOT 51 IN GREYSTONE 1ST SECTOR PHASE II AS RECORDED IN MAP BOOK 15, ON PAGES 58 THROUGH 61, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 545.96 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 48 DEGREES 56 MINUTES 10 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 51 FOR A DISTANCE OF 91.65 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 36 DEGREES 54 MINUTES 34 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 51, 50 AND 49 AND ALSO ALONG THE SOUTHEAST LINE OF LOTS 48 AND 47 IN GREYSTONE 1ST SECTOR PHASE I AS RECORDED IN MAP BOOK 14, ON PAGE 91, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 705.63 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 46 IN SAID GREYSTONE 1ST SECTOR PHASE I; THENCE TURN AN ANGLE TO THE LEFT OF 38 DEGREES 30 MINUTES 14 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 46, 45 AND 44 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 402.83 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 7 DEGREES 52 MINUTES 33 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 44, 43, 42 AND 41 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 581.86 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 20 DEGREES 50 MINUTES 24 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 41 AND 40 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 173.78 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 65 DEGREES 53 MINUTES 15 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 40 AND 39 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 80.07 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 41 DEGREES 29 MINUTES 41 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 39 AND 38 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 190.28 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 39 DEGREES 33 MINUTES 49 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 38, 37, 36, 35, 34, 33 AND 32 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 775.12 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES 49 MINUTES 37 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 32, 31, 30, 29, 28 AND 27 IN SAID GREYSTONE 1ST SECTOR PHASE I FOR A DISTANCE OF 821.91 FEET TO AN IRON PIN FOUND AT THE

SOUTHEAST CORNER OF LOT 26A IN A RESURVEY OF LOT 26 GREYSTONE 1ST SECTOR PHASE I AS RECORDED IN MAP BOOK 15, ON PAGE 52, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 10 DEGREES 42 MINUTES 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 26A FOR A DISTANCE OF 207.53 FEET TO AN IRON PIN FOUND ON THE SOUTHWEST RIGHT-OF-WAY LINE OF KING STABLES DRIVE, A PRIVATE ROADWAY, IN SAID GREYSTONE 1ST SECTOR PHASE I; THENCE TURN AN ANGLE TO THE RIGHT OF 84 DEGREES 16 MINUTES 32 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF SAID KING STABLES DRIVE FOR A DISTANCE OF 35.93 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 83 DEGREES 08 MINUTES 11 SECONDS AND A RADIUS OF 25.00 FEET; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 36.28 FEET TO AN IRON PIN FOUND ON THE WEST RIGHT-OF-WAY LINE OF GREYSTONE DRIVE, A PRIVATE ROADWAY, IN SAID GREYSTONE 1ST SECTOR PHASE I; THENCE TURN AN ANGLE FROM THE CHORD OF LAST STATED CURVE TO THE LEFT OF 84 DEGREES 17 MINUTES 19 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION CROSSING SAID GREYSTONE DRIVE FOR A DISTANCE OF 77.14 FEET TO AN IRON PIN FOUND ON THE EAST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE; THENCE TURN AN ANGLE TO THE LEFT OF 47 DEGREES 28 MINUTES 21 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 255.00 FEET TO AN IRON PIN FOUND ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29 DEGREES 00 MINUTES 00 SECONDS AND A RADIUS OF 880.68 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 445.75 FEET TO AN IRON PIN FOUND; THENCE RUN TANGENT TO LAST STATED CURVE IN A NORTHWESTERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 155.00 FEET TO AN IRON PIN FOUND ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 44 DEGREES 00 MINUTES 00 SECONDS AND A RADIUS OF 378.39 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE EAST RIGHT-OF-WAY LINE OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 290.58 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE FROM THE CHORD OF LAST STATED CURVE TO THE LEFT OF 68 DEGREES 00 MINUTES 00 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION CROSSING SAID GREYSTONE DRIVE FOR A DISTANCE OF 58.69 FEET TO AN IRON PIN FOUND ON THE SOUTHEAST RIGHT-OF-WAY OF SAID GREYSTONE DRIVE, AND ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 19 DEGREES 09 MINUTES 04 SECONDS AND A RADIUS OF 438.39 FEET; THENCE TURN AN INTERIOR COUNTERCLOCKWISE ANGLE TO THE LEFT OF 0 DEGREES 04 MINUTES 08 SECONDS TO THE RADIUS OF SAID CURVE AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE WEST RIGHT-OF-WAY OF SAID GREYSTONE DRIVE FOR A DISTANCE OF 146.53 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE FROM THE CHORD OF LAST STATED CURVE TO THE RIGHT OF 90 DEGREES 55 MINUTES 38 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 63.08 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 67 DEGREES 49 MINUTES 35 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 57.64 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 33 DEGREES 47 MINUTES 18 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 58.63 FEET TO AN IRON PIN FOUND ON THE NORTHEAST CORNER OF LOT 2A IN A RESURVEY OF LOTS 2 AND 5 ST. IVES AT GREYSTONE AS RECORDED IN MAP BOOK 17, ON PAGE 33, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 74 DEGREES 18 MINUTES 13 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 2A AND 5A IN SAID RESURVEY FOR A DISTANCE OF 133.76 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 6 IN ST. IVES AT GREYSTONE AS RECORDED IN MAP BOOK 15, ON PAGE 70, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 37 DEGREES 52 MINUTES 35 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 113.01 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 57 DEGREES 25 MINUTES 15 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 66.09 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 7 IN SAID ST. IVES AT GREYSTONE; THENCE TURN AN ANGLE TO THE RIGHT OF 47 DEGREES 00 MINUTES 12

SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 7 FOR A DISTANCE OF 493.64 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 122 DEGREES 49 MINUTES 05 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 7 FOR A DISTANCE OF 173.27 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 38 DEGREES 23 MINUTES 31 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 7 AND LOT 8 IN SAID ST. IVES AT GREYSTONE FOR A DISTANCE OF 328.54 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 9 IN SAID ST. IVES AT GREYSTONE; THENCE TURN AN ANGLE TO THE RIGHT OF 6 DEGREES 23 MINUTES 22 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 9 THROUGH 16 IN SAID ST. IVES AT GREYSTONE FOR A DISTANCE OF 719.55 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 4 DEGREES 29 MINUTES 30 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 16 AND 17 IN SAID ST. IVES AT GREYSTONE FOR A DISTANCE OF 105.72 FEET TO AN IRON PIN FOUND, SAID IRON PIN FOUND BEING THE NORTHERNMOST CORNER OF LOT 140 IN GREYSTONE 1ST SECTOR PHASE II AS RECORDED IN MAP BOOK 15, ON PAGE 58 THROUGH 61, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 37 DEGREES 25 MINUTES 23 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 140 FOR A DISTANCE OF 102.22 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 139 IN SAID GREYSTONE 1ST SECTOR PHASE II; THENCE TURN AN ANGLE TO THE RIGHT OF 44 DEGREES 48 MINUTES 01 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 139 FOR A DISTANCE OF 133.52 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 78 DEGREES 49 MINUTES 37 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 139 AND 138 IN SAID GREYSTONE 1ST SECTOR PHASE II FOR A DISTANCE OF 104.94 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 66 DEGREES 33 MINUTES 29 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 138 FOR A DISTANCE OF 30.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL II;
 COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE RUN IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF SAID SECTION 28 FOR A DISTANCE OF 2073.62 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE SOUTHEAST LINE OF LOT 5 IN GREYSTONE 5TH SECTOR PHASE II AS RECORDED IN MAP BOOK 17, ON PAGE 118, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 124 DEGREES 49 MINUTES 22 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 5, 4 AND 3 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 371.61 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 0 DEGREES 01 MINUTES 41 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 3 AND 2 AND ALSO ALONG THE SOUTHEAST LINE OF LOT 1 IN GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 17, ON PAGE 72 A, B & C, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 358.49 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING ON THE EASTERN RIGHT-OF-WAY OF GREYSTONE WAY, A PRIVATE ROADWAY; THENCE TURN AN ANGLE TO THE RIGHT OF 51 DEGREES 19 MINUTES 37 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 1 AND ALSO CROSSING SAID GREYSTONE WAY IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 246.90 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 76 IN SAID GREYSTONE 5TH SECTOR PHASE I AND BEING ON THE SOUTH RIGHT-OF-WAY OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE LEFT OF 76 DEGREES 20 MINUTES 18 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 76 AND 74 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 356.31 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 73 IN SAID GREYSTONE 5TH SECTOR PHASE I; THENCE TURN AN ANGLE TO THE RIGHT OF 12 DEGREES 08 MINUTES 52 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 73 FOR A DISTANCE OF 216.21 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 66 IN SAID GREYSTONE 5TH SECTOR PHASE I; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEGREES 30 MINUTES 07 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE

SOUTHEAST LINE OF LOTS 66 AND 65 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 298.76 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 5 DEGREES 17 MINUTES 17 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 65, 64, 62 AND 61 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 532.30 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 42 DEGREES 26 MINUTES 18 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 61 AND 60 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 241.13 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 86 DEGREES 28 MINUTES 39 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 59, 58, 57, 56 AND 55 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 632.32 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES 51 MINUTES 21 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 55, 54, 53 AND 52 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 525.76 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 0 DEGREES 21 MINUTES 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 52 FOR A DISTANCE OF 84.35 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LOT 52; THENCE TURN AN ANGLE TO THE RIGHT OF 93 DEGREES 47 MINUTES 14 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOTS 52, 51 AND 50 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 563.01 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 1 DEGREE 53 MINUTES 50 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 50 AND LOT 48A IN A RESURVEY OF LOTS 46, 47, 48 AND 49 GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 17, ON PAGE 114, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 225.98 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 10 DEGREES 05 MINUTES 31 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 48A FOR A DISTANCE OF 140.38 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 44 DEGREES 38 MINUTES 48 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 48A FOR A DISTANCE OF 126.25 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 12 DEGREES 38 MINUTES 20 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 48A AND ALSO 46A IN SAID RESURVEY FOR A DISTANCE OF 197.68 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 10 DEGREES 34 MINUTES 07 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 46A FOR A DISTANCE OF 410.48 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 23 DEGREES 02 MINUTES 06 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 44 IN GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 17, ON PAGES 72A, B & C, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 331.39 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 43 IN SAID GREYSTONE 5TH SECTOR PHASE I; THENCE TURN AN ANGLE TO THE RIGHT OF 104 DEGREES 13 MINUTES 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 43, 42 AND 41 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 609.28 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES 00 MINUTES 54 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 41 AND 40 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 247.52 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 9 DEGREES 12 MINUTES 45 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 40, 39 AND 38 OF SAID GREYSTONE 5TH SECTOR PHASE I AND ALSO ALONG THE NORTHWEST LINE OF LOT 37A OF A RESURVEY OF LOT 37 GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 19, ON PAGE 161, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 453.60 FEET TO AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 37A; THENCE TURN AN ANGLE TO THE LEFT OF 27 DEGREES 42 MINUTES 56 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 36 AND PARK IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 225.10 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 43 DEGREES 27 MINUTES 38 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID PARK AND LOT 35 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 155.83 FEET

TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 10 DEGREES 36 MINUTES 09 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 35 AND 34 IN SAID GREYSTONE 5TH SECTOR PHASE I AND ALSO ALONG THE NORTHWEST LINE OF LOT 328 OF A RESURVEY OF LOTS 33 AND 32A GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 19, ON PAGE 130, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 657.80 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 16 DEGREES 33 MINUTES 13 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID NORTHWEST LINE OF SAID 328 AND ALSO CROSSING GREYSTONE WAY, A PRIVATE ROADWAY, IN SAID GREYSTONE 5TH SECTOR PHASE I AND ALSO ALONG THE NORTHWEST LINE OF LOT 31A IN A RESURVEY OF LOTS 31 & 32 GREYSTONE 5TH SECTOR PHASE I AS RECORDED IN MAP BOOK 17, ON PAGE 113, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 172.32 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 42 DEGREES 29 MINUTES 00 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 31A AND ALSO ALONG THE NORTHWEST LINE OF LOT 29 IN SAID GREYSTONE 5TH SECTOR PHASE I FOR A DISTANCE OF 205.08 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 8 DEGREES 55 MINUTES 34 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 29 AND 28 IN SAID GREYSTONE 5TH SECTOR PHASE I AND ALSO ALONG THE NORTHWEST LINE OF LOT 23 IN GREYSTONE 5TH SECTOR PHASE II AS RECORDED IN MAP BOOK 17, ON PAGE 118, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 246.08 FEET TO AN IRON PIN FOUND ON THE NORTHWEST LINE OF SAID LOT 23; THENCE TURN AN ANGLE TO THE LEFT OF 22 DEGREES 42 MINUTES 20 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 23, 22 AND 21. IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 464.28 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES 20 MINUTES 51 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 20 AND 19 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 241.66 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 8 DEGREES 36 MINUTES 33 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 19, 18, 17 AND 16 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 514.62 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 2 DEGREES 23 MINUTES 08 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 15, 14 AND 13 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 425.85 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE TURN AN ANGLE TO THE RIGHT OF 77 DEGREES 41 MINUTES 07 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 13 FOR A DISTANCE OF 92.05 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 33 DEGREES 48 MINUTES 51 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 13 FOR A DISTANCE OF 187.62 FEET TO AN IRON PIN FOUND AT THE NORTHWEST CORNER OF LOT 12A IN A RESURVEY OF LOTS 11 AND 12 GREYSTONE 5TH SECTOR PHASE II AS RECORDED IN MAP BOOK 20, ON PAGE 92, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEGREES 45 MINUTES 55 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 12A FOR A DISTANCE OF 274.34 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 76 DEGREES 20 MINUTES 03 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 12A FOR A DISTANCE OF 35.14 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 71 DEGREES 50 MINUTES 19 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 12A AND ALSO ALONG THE NORTHEAST LINE OF LOT 11A IN SAID RESURVEY FOR A DISTANCE OF 68.38 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 67 DEGREES 24 MINUTES 19 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 11A FOR A DISTANCE OF 44.34 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 92 DEGREES 34 MINUTES 47 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 11A FOR A DISTANCE OF 97.71 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 50 DEGREES 57 MINUTES 22 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 11A AND ALSO ALONG THE SOUTHEAST LINE OF LOT 10 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 331.66

FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 6 DEGREES 55 MINUTES 37 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 10, 9, 8, 7 AND 6 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 567.97 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES 27 MINUTES 17 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF LOTS 6 AND 5 IN SAID GREYSTONE 5TH SECTOR PHASE II FOR A DISTANCE OF 118.35 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT FOUNDER'S EXCLUDED PARCEL III (PROPERTY CONVEYED TO GREYSTONE RESIDENTIAL ASSOCIATION);
A PORTION OF LOT 1-G, ACCORDING TO THE RESURVEY OF LOT 1 GREYSTONE 2ND SECTOR AS RECORDED IN MAP BOOK 16, PAGE 20 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 2, GREYSTONE RIDGE GARDEN HOMES AS RECORDED IN MAP BOOK 16, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA AND RUN NORTHEAST ALONG THE WESTERLY LINE OF SAID LOT 2 AND THE EASTERLY RIGHT OF WAY OF BERWICK ROAD FOR A DISTANCE OF 74.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE CONTINUE ALONG THE SAID RIGHT OF WAY ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 164.39 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF GREYSTONE WAY; THENCE RIGHT 49 DEG. 12 MIN. 54 SEC. TO THE CHORD OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5 DEG. 34 MIN. 20 SEC. AND A RADIUS OF 721.69 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 70.19 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING THUS OBTAINED CONTINUE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 9 DEG. 05 MIN. 25 SEC. AND A RADIUS OF 721.69 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE FOR A DISTANCE OF 114.50 FEET; THENCE RIGHT 157 DEG. 56 MIN. 59 SEC. FROM THE CHORD OF SAID CURVE FOR A DISTANCE OF 13.20 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEG. 00 MIN. 00 SEC. AND A RADIUS OF 107.50 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE FOR A DISTANCE OF 41.28 FEET; THENCE TANGENT TO LAST SAID CURVE FOR A DISTANCE OF 9.12 FEET TO THE POINT OF COMMENCEMENT OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22 DEG. 00 MIN. 00 SEC. AND A RADIUS OF 107.50 FEET; THENCE ALONG THE ARC OF LAST SAID CURVE FOR A DISTANCE OF 41.28 FEET; THENCE TANGENT TO LAST SAID CURVE FOR A DISTANCE OF 13.46 FEET RETURNING TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

FOUNDER'S PARCEL B;
A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 37-A IN A RESURVEY OF LOT 37, GREYSTONE 6TH SECTOR, AS RECORDED IN MAP BOOK 27 ON PAGE 67, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 37-A FOR A DISTANCE OF 160.08 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF SAID LOT 37-A; THENCE TURN AN ANGLE TO THE LEFT OF 54 DEGREES, 04 MINUTES, 30 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 37-A FOR A DISTANCE OF 113.55 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 114 DEGREES, 34 MINUTES, 08 SECONDS, AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 236.00 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 09 DEGREES, 26 MINUTES, 44 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 425.82 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 71 DEGREES, 14 MINUTES, 11 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 123.59 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 73 DEGREES, 52 MINUTES, 17 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 363.02 FEET TO AN IRON FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 23 DEGREES, 47 MINUTES, 02 SECONDS AND RUN IN A NORTHWESTERLY

DIRECTION FOR A DISTANCE OF 143.53 FEET TO AN IRON FOUND; THENCE TURN AN ANGLE TO THE RIGHT OF 04 DEGREES, 32 MINUTES, 45 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 50.29 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF LOT 38 IN GREYSTONE 6TH SECTOR AS RECORDED IN MAP BOOK 17, PAGES 54A-D IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE TURN AN ANGLE TO THE RIGHT OF 83 DEGREES, 20 MINUTES, 54 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 38 FOR A DISTANCE OF 243.59 FEET TO AN IRON PIN FOUND, SAID IRON PIN FOUND BEING ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES, 14 MINUTES, 21 SECONDS AND A RADIUS OF 265.33 FEET; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF SAID CURVE OF 60 DEGREES, 32 MINUTES, 35 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 15.00 FEET TO A POINT ON A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 73 DEGREES, 06 MINUTES, 48 SECONDS AND A RADIUS OF 25.00 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 31.90 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF GREYSTONE WAY IN SAID GREYSTONE 6TH SECTOR, SAID POINT BEING ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES, 13 MINUTES, 47 SECONDS AND A RADIUS OF 375.69 FEET; THENCE TURN AN ANGLE TO THE RIGHT FROM THE TANGENT OF LAST STATED CURVE TO THE RADIUS OF SAID CURVE OF 90 DEGREES, 00 MINUTES, 00 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 250.67 FEET TO THE POINT OF BEGINNING.

FOUNDER'S PARCEL C-1:

A PARCEL OF LAND SITUATED IN SECTION 27, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 57A OF A RESURVEY OF LOTS 57 AND 58 GREYSTONE 8TH SECTOR, AS RECORDED IN MAP BOOK 26 ON PAGE 120, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING THE SOUTHWEST RIGHT-OF-WAY LINE OF CASTLEHILL ROAD, IN SAID GREYSTONE 8TH SECTOR; THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOT 57A FOR A DISTANCE OF 65.95 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 116 DEG. 06 MIN. 23 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 80.74 FEET TO AN IRON PIN FOUND; THENCE TURN AN ANGLE TO THE LEFT OF 78 DEG. 42 MIN. 15 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 64.91 FEET TO AN IRON PIN SET ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID CASTLEHILL ROAD; THENCE TURN AN ANGLE TO THE LEFT OF 105 DEG. 54 MIN. 12 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID CASTLEHILL ROAD FOR A DISTANCE OF 20.01 FEET TO AN IRON PIN FOUND ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEG. 00 MIN. 54 SEC. AND A RADIUS OF 1,267.11 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 44.56 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

FOUNDER'S PARCEL C-2:

ALSO, A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, GREYSTONE 9TH SECTOR, AS RECORDED IN MAP BOOK 21, ON PAGE 143, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF GREYSTONE WAY, AS RECORDED IN SAID GREYSTONE 9TH SECTOR; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 2 AND ALSO THE SOUTH LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 110.53 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEG. 00 MIN. 00 SEC, AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEG. 20 MIN. 08 SEC. AND A RADIUS OF 510.49 FEET, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY;

THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 20.81 FEET TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE RIGHT FROM THE CHORD OF SAID CURVE OF 114 DEG. 32 MIN. 26 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 537.97 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 79 DEG. 39 MIN. 20 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 85.75 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 141 DEG. 22 MIN. 27 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 39.43 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 31 DEG. 30 MIN. 12 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 58.48 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 13 DEG. 26 MIN. 12 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 86.05 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 06 DEG. 40 MIN. 17 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 385.36 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 36 DEG. 12 MIN. 53 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 87.77 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 39 DEG. 20 MIN. 52 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 29.65 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 31 DEG. 45 MIN. 15 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 88.94 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 51 DEG. 59 MIN. 06 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 47.39 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 22 DEG. 26 MIN. 45 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 40.51 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05 DEG. 50 MIN. 16 SEC. AND A RADIUS OF 510.49 FEET, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF SAID CURVE OF 159 DEG. 41 MIN. 43 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 52.01 FEET TO A POINT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE LEFT FROM THE CHORD OF SAID CURVE OF 65 DEG. 45 MIN. 54 SEC. AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 45.27 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEG. 30 MIN. 37 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 54.84 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 75 DEG. 19 MIN. 12 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 26.03 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 24 DEG. 10 MIN. 53 SEC. AND A RADIUS OF 510.49 FEET, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF SAID CURVE OF 77 DEG. 50 MIN. 26 SEC. AND RUN ALONG THE ARC OF SAID CURVE IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 215.45 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

FOUNDER'S PARCEL C-3:

ALSO, A PARCEL OF LAND SITUATED IN THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, GREYSTONE 9TH SECTOR, AS RECORDED IN MAP BOOK 21, ON PAGE 143, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF GREYSTONE WAY, AS RECORDED IN SAID GREYSTONE 9TH SECTOR; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID LOT 2 AND ALSO ALONG THE SOUTH LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 110.53 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEG. 00 MIN. 00 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 02 DEG. 20 MIN. 08 SEC. AND A RADIUS OF 510.49 FEET, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF SAID GREYSTONE WAY FOR A DISTANCE OF 20.81 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID GREYSTONE WAY; THENCE TURN AN ANGLE TO THE RIGHT FROM THE CHORD OF SAID CURVE OF 114 DEG. 32 MIN. 26 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 537.97 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 79 DEG. 39 MIN. 20 SEC. AND RUN

IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 44 DEG. 04 MIN. 17 SEC. AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 5.33 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 21 DEG. 54 MIN. 12 SEC. AND RUN IN A NORTHWESTERLY DIRECTION OF 35.51 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEG. 05 MIN. 52 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 44.16 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 07 DEG. 31 MIN. 23 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 83.35 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEG. 15 MIN. 36 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 6.87 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 24 DEG. 05 MIN. 41 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 33.43 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 59 DEG. 41 MIN. 39 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 22.67 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 66 DEG. 09 MIN. 58 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 34.93 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 59 DEG. 44 MIN. 36 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR DISTANCE OF 78.78 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 83 DEG. 02 MIN. 50 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 20.80 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 94 DEG. 35 MIN. 48 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 298.28 FEET TO A POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY; ALABAMA.

FOUNDER'S PARCEL D

A PART OF LOTS 58 AND 57 OF GREYSTONE 8TH SECTOR AS RECORDED IN MAP BOOK 20, PAGES 93 A, B AND C IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST COMER OF SAID LOT 57; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 57 FOR A DISTANCE OF 119.80 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEGREES 20 MINUTES 09 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOTS 57 AND 58 FOR A DISTANCE OF 99.44 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 29 DEGREES 27 MINUTES 13 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 58 FOR A DISTANCE OF 59.70 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 124 DEGREES 03 MINUTES 02 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 58 FOR A DISTANCE OF 157.27 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 101 DEGREES 15 MINUTES 31 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 80.84 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 63 DEGREES 53 MINUTES 38 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 55.03 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 53 DEGREES 57 MINUTES 52 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 185.83 FEET TO THE POINT OF BEGINNING.

LEGACY COURSE LEGAL DESCRIPTION

THE LEGACY COURSE CONSISTS OF THE LEGACY PARCEL A AND LEGACY PARCEL B (LESS AND EXCEPT LEGACY EXCLUDED PARCEL 1 AND LEGACY EXCLUDED PARCEL 2 DESCRIBED BELOW) LEGACY PARCEL C AND LEGACY PARCEL D SITUATED IN THE SOUTHWEST QUARTER OF SECTION 14 AND THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 23 AND SECTION 22, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND IN THE SOUTHWEST QUARTER OF SECTION 22 AND IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 18S, RANGE 1W, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGACY PARCEL A:

COMMENCE AT A 5/8 INCH REBAR FOUND LOCALLY ACCEPTED TO BE THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE RUN WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 123.50 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST STATED COURSE FOR A DISTANCE OF 776.34 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 12 DEGREES, 15 MINUTES, 00 SECONDS AND A RADIUS OF 855.28 FEET, SAID POINT BEING ON THE SOUTHEAST RIGHT- OF-WAY LINE OF SADDLE CREEK TRAIL, A PRIVATE ROAD IN SADDLE CREEK FARMS, AS RECORDED IN MAP BOOK 14 ON PAGE 4 & 5 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 182.86 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO THE LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 136.33 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12 DEGREES, 16 MINUTES, 18 SECONDS AND A RADIUS OF 509.54 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 109.13 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALSO ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 427.50 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES, 45 MINUTES, 00 SECONDS AND A RADIUS OF 270.77 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 220.93 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 120.00 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES, 30 MINUTES, 00 SECONDS AND A RADIUS OF 364.51 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 206.76 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 110.00 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34 DEGREES, 29 MINUTES, 30 SECONDS AND A RADIUS OF 400.86 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 241.32 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 361.44 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES, 00 MINUTES, 00 SECONDS AND A RADIUS OF 1,843.48 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 482.62 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID SOUTHEAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 209.12 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 91 DEGREES, 49 MINUTES, 04 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 252.94 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 12 DEGREES, 39 MINUTES, 41 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 97.95 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 23 DEGREES, 09 MINUTES, 06 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 134.22 FEET TO AN IRON

PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 84 DEGREES, 11 MINUTES, 33 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 101 - 105 OF GREYSTONE LEGACY 1ST SECTOR AS RECORDED IN MAP BOOK 26 ON PAGES 79 A, B & C IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, FOR A DISTANCE OF 945.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 43 DEGREES, 46 MINUTES, 29 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 105 - 107 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 289.01 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 19 DEGREES, 21 MINUTES, 27 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 107 & 108 IN SAID GREYSTONE LEGACY SECTOR FOR A DISTANCE OF 179.29 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 38 DEGREES, 18 MINUTES, 31 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 108 FOR A DISTANCE OF 70.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 51 DEGREES, 46 MINUTES, 14 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF LOTS 108 - 110 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 536.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 29 DEGREES, 14 MINUTES, 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 110 FOR A DISTANCE OF 179.75 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 98 DEGREES, 22 MINUTES, 57 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 110 FOR THE DISTANCE OF 34.86 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 129 DEGREES, 50 MINUTES, 33 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 272.95 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 25 DEGREES, 29 MINUTES, 07 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 89.22 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 19 DEGREES, 21 MINUTES, 44 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 102.89 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEGREES, 25 MINUTES, 19 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 84.75 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 11 DEGREES, 10 MINUTES, 49 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 89.26 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 09 DEGREES, 32 MINUTES, 19 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 43.27 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 12 DEGREES, 42 MINUTES, 57 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 38.84 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 05 DEGREES, 59 MINUTES, 49 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 58.41 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 06 DEGREES, 07 MINUTES, 03 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 62.82 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 05 DEGREES, 32 MINUTES, 22 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 64.15 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 55 DEGREES, 50 MINUTES, 53 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 129.71 FT. TO AN IRON PIN SET AT THE NORTHWEST CORNER OF LOT 151 IN SAID GREYSTONE LEGACY 1ST SECTOR; THENCE TURN AN ANGLE TO THE LEFT OF 132 DEGREES, 43 MINUTES, 48 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 151 FOR A DISTANCE OF 163.13 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES, 59 MINUTES, 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOTS 152 AND 153 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 226.83 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 28 DEGREES, 18 MINUTES, 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 153 FOR A DISTANCE OF 56.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES, 25 MINUTES, 47 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 154 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 121.33 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 10 DEGREES, 35 MINUTES, 15 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF LOT 155 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 216.69 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 102 DEGREES, 15 MINUTES, 06 SECONDS AND RUN IN A SOUTHEASTERLY

DIRECTION ALONG THE NORTHEAST LINE OF SAID LOT 155 FOR A DISTANCE OF 207.81 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 101 DEGREES, 56 MINUTES, 29 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE WEST RIGHT-OF-WAY LINE OF LEGACY DRIVE IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 313.13 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04 DEGREES, 53 MINUTES, 25 SECONDS AND A RADIUS OF 2,000.53 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 170.75 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE FROM THE CHORD OF LAST STATED CURVE TO THE LEFT OF 92 DEGREES, 26 MINUTES, 40 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF LOT 156 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 202.26 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 94 DEGREES, 07 MINUTES, 34 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 156 FOR A DISTANCE OF 24.77 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 16 DEGREES, 50 MINUTES, 33 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 156 FOR A DISTANCE OF 199.78 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 07 DEGREES, 12 MINUTES, 08 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 156 FOR A DISTANCE OF 68.10 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 56 DEGREES, 41 MINUTES, 59 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 156 FOR A DISTANCE OF 80.21 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 137 DEGREES, 26 MINUTES, 36 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF LOT 157 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 111.65 FEET TO A IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 36 DEGREES, 19 MINUTES, 22 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 157 FOR A DISTANCE OF 94.80 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 00 DEGREES, 49 MINUTES, 55 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 157 FOR A DISTANCE OF 109.59 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 55 DEGREES, 31 MINUTES, 17 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 157 FOR A DISTANCE OF 530.53 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 86 DEGREES, 15 MINUTES, 53 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOTS 157 & 158 IN SAID GREYSTONE LEGACY 1ST SECTOR FOR A DISTANCE OF 499.51 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 60 DEGREES, 52 MINUTES, 13 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID LOT 158 FOR A DISTANCE OF 131.34 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 79 DEGREES, 39 MINUTES, 41 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 158 FOR A DISTANCE OF 856.27 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 09 DEGREES, 33 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE NORTHWEST LINE OF SAID LOT 158 FOR A DISTANCE OF 165.13 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES, 51 MINUTES, 54 SECONDS AND A RADIUS OF 1,800.00 FEET; THENCE TURN AN ANGLE TO THE CHORD OF SAID CURVE TO THE LEFT OF 90 DEGREES, 09 MINUTES, 33 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 90.01 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 65.36 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES, 08 MINUTES, 33 SECONDS AND A RADIUS OF 345.46 FEET; THENCE RUN IN A NORTHERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 67.18 FEET TO THE POINT OF BEGINNING.

LEGACY PARCEL B:

BEGIN AT A 3/8 INCH REBAR FOUND LOCALLY ACCEPTED TO BE THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID EAST ONE-HALF FOR A DISTANCE OF 1,324.55 FEET TO AN IRON PIN SET AT THE SOUTHEAST CORNER OF SAID EAST ONE-HALF; THENCE TURN AN ANGLE TO THE LEFT OF 87

DEGREES, 08 MINUTES, 39 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 300.88 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 57 DEGREES, 34 MINUTES, 12 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 428.33 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES, 20 MINUTES, 43 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 843.99 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 32 DEGREES, 44 MINUTES, 36 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 948.88 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 56 DEGREES, 46 MINUTES, 22 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 414.16 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 31 DEGREES, 18 MINUTES, 57 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 213.93 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 57 DEGREES, 50 MINUTES, 00 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 757.11 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 69 DEGREES, 02 MINUTES, 08 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 29.46 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 18 DEGREES, 47 MINUTES, 34 SECONDS AND A RADIUS OF 367.69 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 120.60 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT FROM THE TANGENT OF LAST STATED CURVE OF 90 DEGREES, 00 MINUTES, 00 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 192.12 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 09 DEGREES, 02 MINUTES, 08 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 886.67 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 56 DEGREES, 01 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 37.32 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 99 DEGREES, 04 MINUTES, 02 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 269.14 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 09 DEGREES, 39 MINUTES, 47 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 393.39 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 16 DEGREES, 34 MINUTES, 59 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 236.91 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 24 DEGREES, 01 MINUTE, 29 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 554.16 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 31 DEGREES, 10 MINUTES, 59 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 83.93 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 44 DEGREES, 08 MINUTES, 32 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 230.14 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 46 DEGREES, 23 MINUTES, 05 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 637.25 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 68 DEGREES, 18 MINUTES, 58 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 536.95 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 06 DEGREES, 09 MINUTES, 19 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 726.98 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 18 DEGREES, 14 MINUTES, 08 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 629.12 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 105 DEGREES, 44 MINUTES, 26 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 203.94 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 63 DEGREES, 37 MINUTES, 43 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 200.24 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 37 DEGREES, 26 MINUTES, 07 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 30.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 13 DEGREES, 02 MINUTES, 31 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 100.76 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 25 DEGREES, 03 MINUTES, 16 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 98.38 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 49 DEGREES, 49 MINUTES, 47 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 215.32 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 35 DEGREES, 01 MINUTES, 57 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 154.18 FEET TO AN IRON PIN SET; THENCE TURN

AN ANGLE TO THE LEFT OF 07 DEGREES, 40 MINUTES, 08 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 356.41 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEGREES, 30 MINUTES, 25 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 650.57 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 08 DEGREES, 26 MINUTES, 02 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 270.04 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEGREES, 43 MINUTES, 29 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 398.27 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 45 DEGREES, 06 MINUTES, 53 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 200.70 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 26 DEGREES, 59 MINUTES, 47 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 257.41 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 18 DEGREES, 20 MINUTES, 19 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 940.49 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 03 DEGREES, 09 MINUTES, 38 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 205.56 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 23 DEGREES, 17 MINUTES, 23 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 198.26 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 12 DEGREES, 18 MINUTES, 43 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 243.40 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 17 DEGREES, 28 MINUTES, 26 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 13 DEGREES, 48 MINUTES, 05 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 246.01 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 20 DEGREES, 11 MINUTES, 39 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 197.67 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 06 DEGREES, 34 MINUTES, 33 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 150.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 13 DEGREES, 35 MINUTES, 34 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 466.08 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 93 DEGREES, 02 MINUTES, 31 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 169.59 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES, 48 MINUTES, 12 SECONDS AND A RADIUS OF 497.97 FEET; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF SAID CURVE OF 91 DEGREES, 52 MINUTES, 05 SECONDS AND RUN IN A WESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 24.36 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A WESTERLY DIRECTION FOR A DISTANCE OF 596.98 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06 DEGREES, 37 MINUTES, 36 SECONDS AND A RADIUS OF 893.19 FEET; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 103.30 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 174.59 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 40 DEGREES, 03 MINUTES, 19 SECONDS AND A RADIUS OF 295.00 FEET; THENCE RUN IN A NORTHWESTERLY TO SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 206.23 FEET TO AN IRON PIN SET ON A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47 DEGREES, 18 MINUTES, 16 SECONDS AND A RADIUS OF 333.85 FEET; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 275.63 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 164.07 FEET TO AN IRON PIN SET ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES, 37 MINUTES, 38 SECONDS AND A RADIUS OF 245.01 FEET; THENCE RUN IN A SOUTHWESTERLY TO SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 109.59 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 115.58 FEET TO AN IRON PIN SET ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43 DEGREES, 43 MINUTES, 46 SECONDS AND A RADIUS OF 468.15 FEET; THENCE RUN IN A SOUTHEASTERLY TO SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 357.30 FEET TO AN IRON PIN SET; THENCE RUN TANGENT TO LAST STATED CURVE IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 39.51 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 00

MINUTES, 00 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 55.00 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 90 DEGREES, 00 MINUTES, 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 54.39 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 81 DEGREES, 33 MINUTES, 04 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 48.75 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 65 DEGREES, 34 MINUTES, 20 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 103.91 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 10 DEGREES, 30 MINUTES, 08 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 63.73 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 28 DEGREES, 51 MINUTES, 04 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 48.39 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 94 DEGREES, 02 MINUTES, 53 SECONDS AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 323.64 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 14 DEGREES, 59 MINUTES, 29 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 154.22 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 66 DEGREES, 39 MINUTES, 08 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 452.11 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 09 DEGREES, 01 MINUTES, 56 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 139.64 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 11 DEGREES, 54 MINUTES, 55 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 205.10 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 83 DEGREES, 53 MINUTES, 42 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 129.02 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 25 DEGREES, 59 MINUTES, 52 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 69.01 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 21 DEGREES, 36 MINUTES, 56 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 380.92 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 65 DEGREES, 33 MINUTES, 41 SECONDS AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 408.30 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LEGACY EXCLUDED PARCEL I;
A PARCEL OF LAND SITUATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3/8 INCH REBAR FOUND LOCALLY ACCEPTED TO BE THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID EAST ONE- HALF FOR A DISTANCE OF 1,324.55 FEET TO AN IRON PIN SET AT THE SOUTHEAST CORNER OF SAID EAST ONE-HALF; THENCE TURN AN ANGLE TO THE LEFT OF 87 DEGREES, 08 MINUTES, 39 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 300.88 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 01 DEGREE, 42 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 563.28 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 74 DEGREES, 50 MINUTES, 50 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 64.04 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES, 18 MINUTES, 19 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 241.08 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 00 DEGREES, 40 MINUTES, 46 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 133.81 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 18 DEGREES, 47 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 195.09 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEGREES, 44 MINUTES, 46 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 165.43 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 02 DEGREES, 12 MINUTES, 09 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 152.83 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 98 DEGREES, 59 MINUTES, 38 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 99.03 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 24 DEGREES, 26 MINUTES, 58 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE

OF 117.33 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 78 DEGREES, 32 MINUTES, 53 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 60.27 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 99 DEGREES, 43 MINUTES, 40 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 161.47 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 07 DEGREES, 07 MINUTES, 13 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 179.67 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES, 57 MINUTES, 04 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 244.10 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 70 DEGREES, 50 MINUTES, 58 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 79.87 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 00 MINUTES, 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 190.81 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 02 DEGREES, 54 MINUTES, 50 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 348.66 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 35 DEGREES, 57 MINUTES, 05 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 93.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LEGACY EXCLUDED PARCEL II

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING A PORTION OF LOT 818 AND 819, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 8TH SECTOR, PHASE III AS RECORDED IN MAP BOOK 31, PAGE 33, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 102.56 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 06 DEG. 50 MIN. 18 SEC. AND A RADIUS OF 401.10 FEET, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF PROPOSED LEGACY DRIVE; THENCE TURN AN ANGLE TO THE LEFT TO THE CHORD OF SAID CURVE OF 86 DEG. 32 MIN. 26 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALSO ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PROPOSED LEGACY DRIVE FOR A DISTANCE OF 47.87 FEET TO A POINT; THENCE RUN TANGENT TO LAST STATED CURVE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID PROPOSED LEGACY DRIVE FOR A DISTANCE OF 176.46 FEET TO A POINT ON A CURVE TO THE RIGHT; HAVING A CENTRAL ANGLE OF 14 DEG. 16 MIN. 17 SEC. AND A RADIUS OF 655.33 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A NORTHEASTERLY DIRECTION AND ALSO ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PROPOSED LEGACY DRIVE FOR A DISTANCE OF 163.23 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT FROM THE CHORD OF SAID CURVE OF 100 DEG. 33 MIN. 31 SEC. AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE WEST LINE OF LOT 819 IN PROPOSED GREYSTONE LEGACY 8TH SECTOR FOR A DISTANCE OF 189.91 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 37 DEG. 50 MIN. 11 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWEST LINE OF SAID PROPOSED LOT 819 FOR A DISTANCE OF 131.38 FEET TO A POINT; THENCE TURN AN ANGLE TO THE LEFT OF 102 DEG. 49 MIN. 45 SEC. AND RUN IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID LOT 819 FOR A DISTANCE OF 70.45 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 57 DEG. 56 MIN. 44 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 819 FOR A DISTANCE OF 72.06 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 05 DEG. 39 MIN. 02 SEC. AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH LINE OF LOT 818 IN SAID PROPOSED GREYSTONE LEGACY 8TH SECTOR FOR A DISTANCE OF 150.31 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID LOT 818; THENCE TURN AN ANGLE TO THE LEFT OF 170 DEG. 42 MIN. 52 SEC. AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 278.28 FEET TO A POINT; THENCE TURN AN ANGLE TO THE RIGHT OF 73 DEG. 20 MIN. 34 SEC. AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 175.65 FEET TO A POINT ON A CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID LEGACY DRIVE, HAVING A CENTRAL ANGLE OF 08 DEG. 58 MIN. 56 SEC. AND A RADIUS OF 655.33 FEET; THENCE RUN IN A NORTHWESTERLY TO SOUTHWESTERLY DIRECTION ALONG THE SOUTH RIGHT OF WAY LINE OF SAID LEGACY DRIVE FOR A DISTANCE OF

102.74 FEET TO THE POINT OF BEGINNING.

LEGACY PARCEL C

A PARCEL OF LAND SITUATED IN THE NE QUARTER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3/8 INCH REBAR FOUND LOCALLY ACCEPTED TO BE THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID EAST ONE- HALF FOR A DISTANCE OF 1,324.55 FEET TO AN IRON PIN SET AT THE SOUTHEAST CORNER OF SAID EAST ONE-HALF; THENCE TURN AN ANGLE TO THE LEFT OF 87 DEGREES, 08 MINUTES, 39 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 300.88 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 01 DEGREE, 42 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 563.28 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 74 DEGREES, 50 MINUTES, 50 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 64.04 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 14 DEGREES, 18 MINUTES, 19 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 241.08 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 00 DEGREES, 40 MINUTES, 46 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 133.81 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 18 DEGREES, 47 MINUTES, 25 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 195.09 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 17 DEGREES, 44 MINUTES, 46 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 165.43 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 02 DEGREES, 12 MINUTES, 09 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 152.83 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 98 DEGREES, 59 MINUTES, 38 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 99.03 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 24 DEGREES, 26 MINUTES, 58 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 117.33 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 78 DEGREES, 32 MINUTES, 53 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 60.27 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 99 DEGREES, 43 MINUTES, 40 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 161.47 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 07 DEGREES, 07 MINUTES, 13 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 179.67 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 92 DEGREES, 57 MINUTES, 04 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 244.10 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 70 DEGREES, 50 MINUTES, 58 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 79.87 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 00 MINUTES, 00 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 190.81 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 02 DEGREES, 54 MINUTES, 50 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 348.66 FEET TO AN IRON PIN SET; THENCE TURN AN ANGLE TO THE LEFT OF 35 DEGREES, 57 MINUTES, 05 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 93.34 FEET TO THE POINT OF BEGINNING.

LEGACY PARCEL D

LOT 207, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY SECOND SECTOR, AS RECORDED IN MAP BOOK 27, PAGE 66 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

Title Search Report



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/29/2021 11:08:13 AM
\$913.00 JOANN
20211029000524220

9178R-21

Allen S. Boyd