

**RECORDATION REQUESTED BY:**

Bryant Bank  
Highway 280 S (Greystone)  
5319 US Highway 280 South  
Birmingham, AL 35242

20220311000101210  
03/11/2022 09:27:42 AM  
ASSIGN 1/7

**WHEN RECORDED MAIL TO:**

Bryant Bank  
P.O. Office Box 2087  
Birmingham, AL 35201

**SEND TAX NOTICES TO:**

E Tap LLC  
1252 County Road 800  
Calera, AL 35040-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



\*#####%0115%03102022%#####\*

**ASSIGNMENT OF RENTS**

**NOTICE:** This Assignment is given as additional security for the Indebtedness, which also is secured by a mortgage or other security instrument on which the recording tax in the full amount of the Indebtedness has already been paid.

**THIS ASSIGNMENT OF RENTS** dated March 10, 2022, is made and executed between E Tap LLC (referred to below as "Grantor") and Bryant Bank, whose address is 5319 US Highway 280 South, Birmingham, AL 35242 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Shelby/Chilton County, State of Alabama:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 4601 Hwy 31, Calera, AL 35040 (Parcel 1); 24557 US Highway 31, Jemison, AL 35085 (Parcel 2); 844 Main St, Montevallo, AL 35115 (Parcel 3); 8111 Highway 31, Calera, AL 35040 (Parcel 4); 305 W College St, (Parcel 5), Columbiana, AL 35051.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

## ASSIGNMENT OF RENTS (Continued)

Page 2

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Alabama and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor



## ASSIGNMENT OF RENTS (Continued)

workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Assignment or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

## ASSIGNMENT OF RENTS (Continued)

laws of the State of Alabama without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Alabama.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County, State of Alabama.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means E Tap LLC.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means E Tap LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.



# ASSIGNMENT OF RENTS (Continued)

Page 5

**Lender.** The word "Lender" means Bryant Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated March 10, 2022, in the original principal amount of \$1,575,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MARCH 10, 2022.

THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

E TAP LLC

By: [Signature] (Seal)  
Tammie Hatch, Member of E Tap LLC

This ASSIGNMENT OF RENTS prepared by:

Name: Mary Hudson  
Address: 5319 US Highway 280 South  
City, State, ZIP: Birmingham, AL 35242

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF ALABAMA

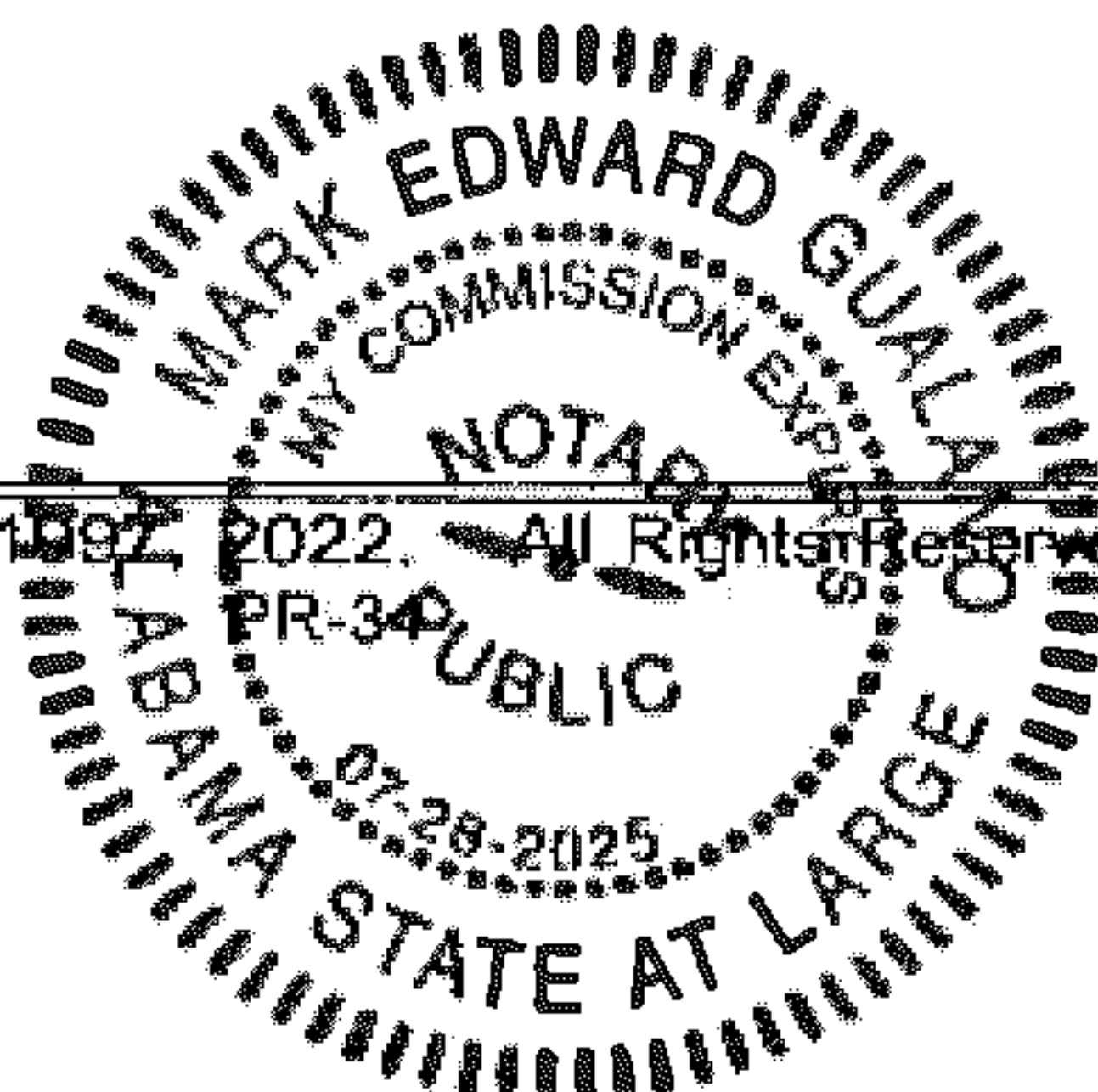
)  
) SS  
)

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Tammie Hatch, Member of E Tap LLC, a limited liability company, is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he or she, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 10th day of March, 2022.

Notary Public

My commission expires 7/28/25

## EXHIBIT "A"

### LEGAL DESCRIPTION

**Parcel 1 - 4601 Hwy 31, Calera AL 35040 (Tax ID# 22-8-33-0-001-008.001):**

Commence at the southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 75 degrees 48 minutes 41 seconds West a distance of 2079.16 feet to the point of beginning; thence South 89 degrees 59 minutes 53 seconds West a distance of 106.56 feet to the easterly right of way of U.S. Highway 31; thence North 23 degrees 11 minutes 7 seconds West along said right of way a distance of 130.39 feet; thence North 27 degrees 0 minutes 43 seconds West along said right of way a distance of 160.85 feet; thence North 89 degrees 58 minutes 13 seconds East and leaving said right of way a distance of 230.94 feet; thence South 0 degrees 0 minutes 7 seconds East a distance of 263.28 feet to the point of beginning.

70 foot Ingress & Egress and Utility Easement:

Commence at the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence North 75 degrees 48 minutes 41 seconds West a distance of 2079.16 feet to the point of beginning of the southerly line of a 70 foot ingress, egress, and utility easement lying 70 foot north of and parallel to described line; thence South 89 degrees 59 minutes 53 seconds West a distance of 106.56 feet to the easterly right of way of U.S. Highway 31 and the end of said easement.

**Parcel 2 - 24557 US Highway 31, Jemison. AL 35085 (Tax ID# 14-06-06-23-4-002-011.001):**

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF THE UNION GROVE ROAD (CHILTON COUNTY ROAD 42) AND THE WEST RIGHT OF WAY OF U.S. HIGHWAY NO. 31; THENCE RUN SOUTH ALONG THE WEST RIGHT OF WAY OF US HIGHWAY NO. 31 FOR 440.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR 100.00 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 03 MINUTES, 55 SECONDS AND RUN WEST FOR 200.00 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 89 DEGREES, 56 MINUTES, 05 SECONDS AND RUN NORTH FOR 100.00 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 90 DEGREES, 03 MINUTES, 55 SECONDS AND RUN EAST FOR 200.00 FEET TO THE POINT OF BEGINNING. LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 13 EAST, CHILTON COUNTY, ALABAMA.

**Parcel 3 - 844 Main St., Montevallo, AL 35115 (Tax ID# 27-5-21-3-305-028.000):**

A portion of Lot 32, Block 19, of the Original Map of Montevallo in the SE 1/4 of Section 21, Township 22 South, Range 3 West, in Shelby County, Alabama; being situated in Shelby County, Alabama, and being more particularly described as follows:

Commencing at the intersection of the Southwest side of the North Boundary Street with the Southeast side of Main Street; thence run in a Southwesterly direction along the line of Main Street for a distance of 171.11 feet to a point of beginning of the land hereby conveyed; thence turn left 90 deg. 00 min. in a Southeasterly direction for a distance of 125 feet; thence turn right 90 deg. 00 min. in a Southwesterly direction for a distance of 50 feet; thence turn right 90 deg. 00 min. in a Northwesterly direction to the line of Main Street for a distance of 125 feet; thence turn right along the line of Main Street for a distance of 50 feet to the point of beginning, and upon which there is situated parts of a brick building formerly owned by George Kroell; said land being a portion of Lot No. 32, according to the original plan of the Town of Montevallo, Alabama, being the same property described in deed of J. A. Brown and wife, Annie Jo Brown, to N. Joe Klotzman, dated April 30, 1948, recorded in the Probate Office of Shelby County, Alabama, in Deed Book 132 Page 246. Being situated in Shelby County, Alabama.

**EASEMENT I:**

An easement appurtenant for ingress and egress is granted over a part of Lot 32, Block 19, according to the original Plan of the Town of Montevallo, in the SE 1/4 of Section 21, Township 22 South, Range 4 West, Shelby County, Alabama, more particularly described as follows:

From the SE corner of the above described property, as the point of beginning, proceed Northeasterly along the SE line of said property for a distance of 10 feet; thence turn right and run Southeasterly and parallel to the SW line of said Lot 32 for a distance of 175 feet, more or less, to the NW right-of-way of Island Street; thence run Southwesterly along said Island Street right-of-way for 10 feet to the SE corner of said Lot 32; thence run Northwesterly along the SW boundary of said Lot 32 back to the point of beginning, being situated in Shelby County, Alabama.

File No.: 2022023



**EASEMENT II:**

An easement appurtenant for sewer and underground utility usage only, which supplements EASEMENT I herein granted by said grantors to said grantee, said easement being more particularly described as follows:

A part of Lot 32, Block 19, according to the original Plan of the Town of Montevallo, in the SE 1/4 of Section 21, Township 22 South, Range 4 West, Shelby County, Alabama, more particularly described as follows: From the SE corner of the above described property, as the point of beginning, proceed Northeasterly along the SE line of said property for a distance of 10 feet; thence turn right and run Southeasterly and parallel to the SW line of said 1st 32 for a distance of 175 feet, more or less, to the NW right-of-way of Island Street; thence run Southwesterly along said Island Street right-of-way for 10 feet to the SE corner of said Lot 32; thence run Northwesterly along the SW boundary of said Lot 32 back to the point of beginning, being situated in Shelby County, Alabama.

**Parcel 4 - 8111 Highway 31, Calera, AL 35040 (Tax ID# 28-5-21-1-004-015.000):**

A parcel of land in the SW 1/4 of the NE 1/4 of Section 21, Township 22 South, Range 2 West; more particularly described as follows:

Commence at the intersection of the centerlines of tracks of the CSX Transportation Railroad Main Line and the Norfolk Southern Railroad Main Line in the Town of Calera, Alabama and run thence westerly along the centerline of said Norfolk Southern track a distance of 559.51 feet to the intersection of said track with the centerline of Highway No. 31; thence turn 119 deg. 59 min. 40 sec. right and run northerly along the centerline of said Highway 31 a distance of 645.19 feet to a point; thence turn 89 deg. 59 min. 44 sec. right and run easterly a distance of 39.83 feet to a steel pin corner and the point of beginning of the property being described; thence continue along last described course a distance of 173.03 feet to a steel pin corner on the west right of way line of the CSX Railroad Spur Line right of way in a curve to the left; thence turn 114 deg. 59 min. 06 sec. right to chord and run southwesterly along the chord of said curve a chord distance of 235.00 feet to a steel pin corner on the same said west line of same said right of way; thence turn 60 deg. 11 min. 13 sec. right from chord and run westerly a distance of 81.55 feet to a steel pin corner of the east margin of Highway No. 31; thence turn 96 deg. 46 min. 49 sec. right and run northerly along said margin of said highway a distance of 220.00 feet to the point of beginning; being situated in Shelby County, Alabama.

Commence at the intersection of the center line of the L & N Railroad, Main Line and the Southern Railroad tracts in the Town of Calera, Alabama and run thence South 65°20' West along the center line of said Southern Railroad a distance of 557.0 feet to the center line of U. S. Highway 31; thence turn an angle of 119°46' to the right and run a distance of 651.17 feet; thence turn an angle of 90° to the right and run to a point on the East right of way line of U.S. Highway 31, said point being near the Southwest corner of a building known as Sonny's Barber Shop (presently B & C Construction Company), and the point of beginning; thence turn an angle of 1°28' to the left and run Easterly a distance of 175 feet, more or less, to a point on the West line of the L & N Railroad spur; thence run Southwesterly along said railroad right of way a distance of 235 feet, more or less, to an iron pin; thence run South 83°58' West a distance of 81.55 feet to a point on the East right of way line of U. S. Highway #31 and near the center of a ditch; thence run North 2°53' East along the East right of way line of U. S. Highway #31 a distance of 220.00 feet to the point of beginning.

**Parcel 5 - 305 W College St., Columbiana, AL 35051 (Tax ID# 21-7-26-2-001-048.000):**

Commence at the NW corner of the NE 1/4 of NW 1/4 of Section 26, Township 21 South, Range 1 West; thence run South along the West line of said 1/4-1/4 Section a distance of 1238.19 feet to the South R.O.W. line of Alabama State Highway 70; thence turn an angle of 99 degrees 12 minutes to the left and run along said R.O.W. line a distance of 657.19 feet to the point of beginning; thence continue in the same direction along said R.O.W. line a distance of 105.00 feet; thence turn an angle of 100 degrees 49 minutes to the right and run a distance of 186.80 feet; thence turn an angle of 83 degrees 45 minutes to the right and run a distance of 103.42 feet; thence turn an angle of 96 degrees 15 minutes to the right and run a distance of 178.40 feet to the point of beginning. Situated in the E 1/2 of the NW 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama. Situated in Shelby County, Alabama.

File No.: 2022023



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 03/11/2022 09:27:42 AM  
 \$40.00 MISTI  
 20220311000101210

*Allen S. Bayl*