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Prepared by and Return to:

William C. Brown  
ENGEL HAIRSTON & JOHANSON, P.C.  
109 N. 20<sup>th</sup> Street, 4<sup>th</sup> Floor  
Birmingham, AL 35203  
Ph. (205) 328-4600

STATE OF ALABAMA )  
 )  
COUNTY OF AUTAUGA )  
COUNTY OF BALDWIN )  
COUNTY OF BUTLER )  
COUNTY OF CALHOUN )  
COUNTY OF JEFFERSON )  
COUNTY OF LEE )  
COUNTY OF MADISON )  
COUNTY OF MOBILE )  
COUNTY OF MONTGOMERY )  
COUNTY OF SHELBY )  
COUNTY OF ST. CLAIR )  
COUNTY OF TUSCALOOSA )

County Division Code: AL040  
Inst. # 2022061696 Pages: 1 of 20  
I certify this instrument filed on  
6/3/2022 12:47 PM Doc: XFRL  
Judge of Probate  
Jefferson County, AL. Rec: \$73.00  
  
Clerk: CRONANL

This instrument provides additional security for indebtedness secured by a Mortgage recorded contemporaneously herewith and upon which the mortgage recordation privilege tax imposed by Alabama Code §40-22-2 has been paid.

### ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made this 13th day of May 2022 by and from **DBI Properties, LLC**, a Delaware limited liability company, **DBI Properties- Oxford LLC**, a Florida limited liability company, **DBI Properties- Greystone LLC**, a Florida limited liability company, **DBI Properties- CBR LLC**, an Alabama limited liability company, and **D. Bruce Irwin (also known as Donald Bruce Irwin)** (jointly, severally and collectively, whether one or more "Assignor" and "Grantor" for purposes of recordation), whose address is for purposes of notice provisions under this Assignment 3700 Cahaba Beach Road, Birmingham, Alabama 35242, to and for **TRUIST BANK**, a North Carolina banking corporation, having a mailing address of P.O. Box 1290, Whiteville, North Carolina 28472 ("Assignee" and "Grantee" for purposes of recordation).

Assignor is the sole owners of that certain real property situated in the Counties of Autauga, Baldwin, Butler, Calhoun, Jefferson, Lee, Madison, Mobile, Montgomery, Shelby, St. Clair and Tuscaloosa, State of Alabama, and



more particularly described in **Exhibit "A"** attached hereto and incorporated by reference herein (collectively the "Property"). The Property is subject to that certain Mortgage, Security Agreement and Fixture Filing of **even date herewith** granted by Assignor to Assignee and recorded **concurrently herewith** in the Offices of those Judges of Probate for the Counties of Autauga, Baldwin, Butler, Calhoun, Jefferson, Lee, Madison, Mobile, Montgomery, Shelby, St. Clair and Tuscaloosa, State of Alabama ( "Mortgage", as the same may be modified or supplemented from time to time), which has been given as security for that certain Promissory Note in the original principal sum of Eighty-Three Million Four Hundred Seventy Thousand and 00/100 Dollars (\$83,470,000.00) made by **DBI Properties, LLC**, a Delaware limited liability company (also referred to herein individually as "Borrower") payable to the order of Assignee and dated the 13th day of May 2022 (the "Note"). The Note, the Mortgage, this Assignment, and any promissory notes, advance agreements, other evidences of indebtedness, loan agreements, credit agreements, security agreements, financing statements, guaranty agreements, applications and agreements for commercial or standby letters of credit, certificates, instruments and other documents executed in connection therewith or related to the Note, whether executed contemporaneously with the Note or any time thereafter, and all renewals, extensions, modifications, restatements, amendments, substitutions, consolidations, and refinancings thereof and therefor shall constitute "Loan Documents" hereunder.

For good and valuable consideration, Assignor hereby absolutely and unconditionally assigns, grants a continuing security interest in, sets over and transfers to Assignee all of Assignor's rights, title, and interest in: (a) income, rents (including, if applicable, all hotel room rents), receivables, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property, whether now existing or hereafter arising, (collectively, the "Rents, Issues and Profits") together with the right, power and authority to collect the same; (b) all leases, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any thereof, (individually "Lease" and collectively, the "Leases"), together with the right, power and authority of Assignor to alter, modify or change the terms thereof, or surrender, cancel or terminate the same; and (c) any and all guarantees of any obligations, whether now existing or hereafter arising, of any lessee under each of the Leases. **The assignment of the Rents, Issues and Profits in this Assignment is a present, unconditional and absolute assignment from Assignor to Assignee made in connection with an obligation secured by the Property, and not merely the passing of a security interest. Immediately upon the execution hereof, this Assignment gives Assignee the right to receive and collect the Rents, Issues and Profits and to apply them to the payment of the sums secured hereby.**

This Assignment shall secure the following (the "Indebtedness"):

- A. All principal, interest, and other amounts, costs, fees, charges, and expenses payable to Assignee under the Note and the Loan Documents, together with all renewals, extensions, modifications, restatements, amendments, consolidations, substitutions and refinancings of the foregoing, and any obligations of Assignor or Borrower under interest rate swap transactions, interest rate cap and/or floor transactions, interest rate collar transactions, swap agreements or other similar transaction or agreement;
- B. All future advances, future obligations and readvances made by Assignee to Assignor or Borrower, or any one or more of them, to the same extent as if such future advances were made on the date of the execution hereof, even if no advance is made at the time of such execution or if no amount is owed or outstanding at the time any such advance is made, including without limitation any advances to pay any draft or drawing on any commercial or standby letter of credit issued on the account of Assignor or Borrower, whether or not the advances are related or unrelated to the purpose of the loan evidenced by the Note, are of the same class as the loan evidenced by Note, made pursuant to a commitment, obligatory or made at the option of Assignee or otherwise, and whether such advances are made before or after default;
- C. All other obligations, debts and other liabilities, plus interest thereon, of Assignor or Borrower to Assignee, and any affiliate of Assignee, whether now or hereafter existing, direct or indirect, absolute or contingent, liquidated or unliquidated, related or unrelated to the purposes of the Note, voluntary or otherwise, determined or undetermined, due or not due, made individually or jointly, and whether incurred or given as maker, endorser, guarantor, surety, accommodation party or otherwise, and whether the same be evidenced by a note, open account, assignment, endorsement, guaranty, pledge or otherwise and all interest thereon, 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; and all obligations of Assignor or Borrower to Assignee or any affiliate of Assignee for any services, including but not limited to,





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treasury or other cash management services, merchant services processing, payroll services, and business or commercial credit card; and

D. The payment, performance and discharge of each and every obligation, covenant and agreement contained herein or in any Loan Document, or in any other obligation of Assignor or Borrower to Assignee, and all costs of collection as provided in the Note, the Mortgage, or other Loan Documents.

This Assignment is made on the following additional terms, representations, warranties, covenants and conditions:

**1. WARRANTIES OF ASSIGNOR.** Assignor warrants to Assignee that: (a) Assignor has the full right, power and authority to enter into this Assignment; (b) Assignor is the sole owner of the entire interest, as lessor, in the Leases; (c) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as previously disclosed to and accepted by Assignee in writing; (d) no lessee named therein is in default under any of the terms, covenants or conditions of any Lease; (e) no rent reserved in any Lease has been assigned or anticipated; (f) rent for any period subsequent to the date of this Assignment has not been collected more than one month in advance of the time when the same is due under the terms of any Lease; (g) Assignor has full right and title to assign and convey the Leases and all Rents, Issues and Profits thereunder; (h) Assignor is entitled to receive the Rents, Issues and Profits free and clear of all rights, loans, liens, encumbrances and claims except as disclosed to and accepted by Assignee in writing; and (i) no other assignment of any interest in the Leases or the Rents, Issues and Profits has been made.

**2. COVENANTS OF ASSIGNOR.** Assignor covenants and agrees with Assignee: (a) to observe and perform all obligations imposed on lessor under the Leases; (b) to give prompt notice to Assignee of any notice of default under any Leases received or given by Assignor together with a complete copy of any such notice; (c) at the sole cost and expense of Assignor, to enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition thereof by all parties thereto; (d) not to do or permit to be done anything to impair the security of any Lease; (e) not to pay or collect any of the Rents, Issues and Profits arising or accruing under the Leases or from the Property more than one month in advance of the time when the same becomes due; (f) not to execute any other assignment of interest in the Leases or assignment of Rents, Issues and Profits arising or accruing from the Leases or from the Property; (g) not to subordinate any Lease to any other encumbrance or permit, consent or agree to such subordination without Assignee's prior written consent; (h) not to alter, modify or change the terms of any Lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee; (i) not to cancel or terminate any Lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises thereby or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any party thereunder; (j) not to alter, modify or change the terms of any guaranty of any Lease or cancel or terminate such guaranty without the prior written consent of Assignee; (k) not to consent to any assignment of or subletting under any Lease, whether or not in accordance with its terms, without the prior written consent of Assignee; and (l) at Assignee's request, to execute and deliver at the request of Assignee all such further assurances and assignments in the Property as Assignee shall from time to time require.

**3. RIGHT TO RECEIVE AND COLLECT RENTS.** At any time and for any reason Assignee shall have the right to collect and receive at the time of, but not prior to, the date provided for the payment thereof, all Rents, Issues and Profits arising under the Leases, whether or not any default has occurred under the Indebtedness. However, unless and until Assignee shall notify Assignor to the contrary, Assignor shall collect all Rents, Issues and Profits arising from the Leases. In connection with the right to receive and collect Rents, Issues and Profits, Assignee is hereby given and granted the following rights, powers and authority:

(a) Assignee may send notices to any and all lessees of the Property advising them of this Assignment and directing all Rents, Issues and Profits be paid directly to Assignee or its agents. Assignor, as the lessor under any Lease, hereby authorizes and directs the lessee named in any such Lease or any other or future lessee or occupant of the Property described therein, upon receipt from Assignee of written notice that Assignee is then the holder of the Note or any other evidence of the Indebtedness to pay over to Assignee all Rents, Issues and Profits arising or accruing under such Leases or from the Property and to continue so to do until otherwise notified by Assignee.





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(b) Assignee may enter upon and take possession of the Property; demand, collect and receive from lessees or from any other persons liable therefor, all of the Rents, Issues and Profits; 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; and collect the Rents, Issues and Profits and remove any lessee or other persons from the Property.

(c) Assignee may enter upon the Property and maintain same and keep the same in repair and pay all costs associated therewith.

(d) Assignee may obtain and maintain general liability insurance, boiler insurance, plate glass insurance, rent insurance and workers' compensation insurance, hazard insurance and generally such other insurance as is customarily obtained and maintained by an owner of real property of the Property's style and kind, or as Assignee may deem advisable or necessary to effect, and to pay the premiums and charges therefor out of the said Rents and other revenues received.

(e) Assignee may do any and all things and acts with respect to the Property as Assignee deems appropriate and act exclusively and solely in place and stead of Assignor and shall have all the powers of Assignor in dealing with the Property.

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

**5. FULL PERFORMANCE.** Upon payment and performance in full of the Indebtedness and all other obligations due under the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Indebtedness to remain unpaid or unperformed shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

**6. CONDEMNATION AWARDS.** Assignor hereby assigns to Assignee any portion of any award payable by reason of condemnation action under the right of eminent domain, and directs that such award shall be paid directly to Assignee.

**7. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an event of default under this Assignment ("Event of Default"):

(a) Failure of Borrower or any other obligor to make any payment when due under the Indebtedness.

(b) Failure of any party to comply with or to perform any term, obligation, covenant or condition contained in this Assignment or in any of the Loan Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Assignee and Borrower or Assignor.

(c) Failure to make any payment for taxes or insurance when due, or any other payment necessary to prevent filing of or to effect discharge of any lien on the Property.

(d) Default by Assignor under any loan, extension of credit, security agreement, guaranty agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Assignor's, property or ability to perform its obligations under this Assignment or the Loan Documents.

(e) The occurrence of any default or event of default under any Loan Document.





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**8. RIGHTS AND REMEDIES.** Without limiting or restricting any rights of Assignee granted under this Assignment, upon the occurrence of any Event of Default and at any time thereafter, Assignee may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

(a) Assignee shall have the right at its option without notice to Assignor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that would be required to be paid.

(b) With or without taking possession of such Property in its own name, Assignee may demand, sue for or otherwise collect and receive all Rents, Issues and Profits of the Property, including those past due and unpaid and apply the proceeds as provided herein. In furtherance of this right, Assignee shall have all the rights provided for in Section 3. Assignor irrevocably appoints Assignee its true and lawful attorney-in-fact, which shall constitute a power coupled with an interest by virtue of this Assignment and is irrevocable so long as any part of the sums secured hereby are outstanding, to endorse instruments received in payment of Rents, Issues and Profits in the name of Assignor and to negotiate the same and collect the proceeds.

(c) Assignee 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, Issues and Profits 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. Employment by Assignee shall not disqualify a person from serving as receiver.

(d) Assignee shall have all other rights and remedies provided in this Assignment, in any Loan Document or by applicable law. To the extent permitted by applicable law, an election by Assignee to pursue any remedy shall not exclude pursuit of any other remedy hereunder or under any other Loan Document, and an election to make expenditures or to take action to perform an obligation of Assignor under this Assignment shall not impair Assignee's right to declare a default or Event of Default and exercise its remedies.

**9. GOVERNING LAW.** This Assignment is made, executed and delivered in the State of Alabama and shall be governed by the laws of the State of Alabama. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of this Assignment shall control as to the matters set forth in this Assignment.

**10. CHOICE OF VENUE.** Any legal action with respect to the Indebtedness or this Assignment may be brought in the courts of the State of Alabama or in the appropriate United States District Court situated in the State of Alabama, and Assignee hereby accepts and unconditionally submits to the jurisdiction of such courts. Assignor hereby waives any objection to the laying of venue based on the grounds of forum non conveniens with respect thereto.

**11. WAIVER OF JURY TRIAL.** ASSIGNOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT ANY MATTERS OR CLAIMS ARISING OUT OF THIS ASSIGNMENT OR ANY LOAN DOCUMENT EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. ASSIGNOR AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ASSIGNEE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS PROVISION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. ASSIGNOR ACKNOWLEDGES THAT ASSIGNOR HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS PROVISION, FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND VOLUNTARILY AND KNOWINGLY AGREES TO THE TERMS OF THIS PROVISION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE TO MAKE THE LOAN EVIDENCED BY THE NOTE OR OTHER FINANCIAL ACCOMMODATIONS SECURED BY THIS ASSIGNMENT. FURTHER, ASSIGNOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT ASSIGNEE WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION IN THE EVENT OF LITIGATION. FURTHER, NO REPRESENTATIVE OR AGENT OF ASSIGNEE, NOR ASSIGNEE'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.





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**12. ATTORNEYS' FEES; EXPENSES.** Assignor shall upon demand pay reasonable attorneys' fees and all expenses incurred by Assignee in connection with the collection of the Indebtedness; the enforcement of the provisions of this Assignment or the Loan Documents; or any suit or legal proceeding (including any proceeding conducted before any United States Bankruptcy Court) concerning the Property, the lien of this Assignment, the Indebtedness or compliance by Assignor or Borrower with any of the provisions of this Assignment or the Loan Documents. Assignor shall be liable for such attorneys' fees and expenses whether or not any suit or proceeding is commenced. Such fees and expenses shall become a part of the Indebtedness and shall bear interest at the Note rate, from time to time in effect, from the date of expenditure until repaid. Expenses covered by this section, subject to any limits under applicable law, shall include, without limitation, legal expenses, court costs, the cost of appeals, the cost of post-judgment collection services and the cost of searching records, title reports (including foreclosure reports), surveyors' reports, environmental reports, appraisal fees, and title insurance.

**13. RIGHT OF ASSIGNMENT BY ASSIGNEE.** Assignee shall have the right to assign Assignor's right, title and interest in the Leases to any subsequent holder of the Mortgage subject to the provisions of this Assignment, and to assign the same to any person acquiring title to the Property through foreclosure or otherwise. After Assignor has been barred and foreclosed of all right, title and interest and equity of redemption in the Property, no assignee of Assignor's interest in the Leases shall be liable to account to Assignor for the Rents, Issues and Profits thereafter accruing.

**14. NON-WAIVER BY ASSIGNEE.** Assignee shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Assignee. No delay or omission on the part of Assignee in exercising any right shall operate as a waiver of such right or any other right. A waiver by Assignee of a provision of this Assignment shall not prejudice or constitute a waiver of Assignee's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Assignee, nor any course of dealing between Assignee and Assignor, shall constitute a waiver of any of Assignee's rights or of any of Assignor's obligations as to any future transactions. Whenever the consent of Assignee is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Assignee. Assignee's decision shall be final and conclusive and the granting of such consent by Assignee 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 Assignee. Assignee may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by Assignee to the satisfaction of the Indebtedness without prejudice to any of Assignee's rights under this Assignment.

**15. NO LIABILITY AND NO OBLIGATION OF ASSIGNEE.** Assignee shall not be liable for any loss sustained by Assignor resulting from any act or omission of Assignee or from managing the Property unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment. Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any Lease or under or by any reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should Assignee incur any such liability under any Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor to do so, such sums shall accrue interest at the rate set forth in the Note, as from time to time in effect, and Assignee may, at its option, declare the Indebtedness immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property or any portion thereof upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any parties, or for any dangerous or defective condition of the Property or any portion thereof or for any negligence of Assignor or its agents in the management, upkeep, repair or control of the Property or any portion thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

**16. NOTICES.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when deposited with a nationally recognized overnight courier, or, if mailed, three (3) days after being deposited in the United States mail, as first class or certified or registered mail postage





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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, Assignor agrees to keep Assignee informed at all times of Assignor's current address. Unless otherwise provided or required by law, if there is more than one Assignor, any notice given by Assignee to any Assignor is deemed to be notice given to all Assignors.

**17. SEVERABILITY AND CONFLICTS.** 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. In case of any conflict between the terms of this instrument and the terms of the Deed of Trust, the terms of this Assignment shall control as to the matters set forth in this Assignment.

**18. MISCELLANEOUS.** The captions and headings of the sections herein are for convenience only and shall not be used to interpret or define any provision. All remedies provided herein are distinct and cumulative to any other right or remedy under this Assignment or afforded by law or equity, and may be exercised concurrently, independently or successively. Whenever used, the singular shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Property. If ownership of the Property becomes vested in a person other than Assignor, Assignee, without notice to Assignor, may deal with Assignor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Assignor from the obligations of this Assignment or liability under the Indebtedness. The relationship between Assignor and Assignee created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Assignee and Assignor. This Assignment, together with any Loan 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. Time is of the essence in the performance of this Assignment.

[SIGNATURE(S) AND ACKNOWLEDGEMENT(S) ON THE FOLLOWING PAGE(S).]

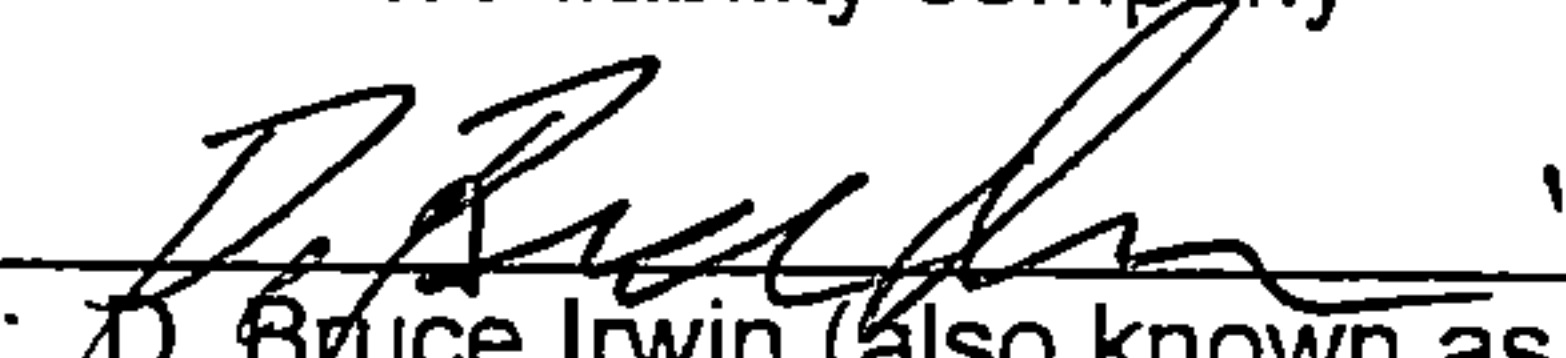


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[ASSIGNMENT OF LEASES AND RENTS – SIGNATURE PAGE]

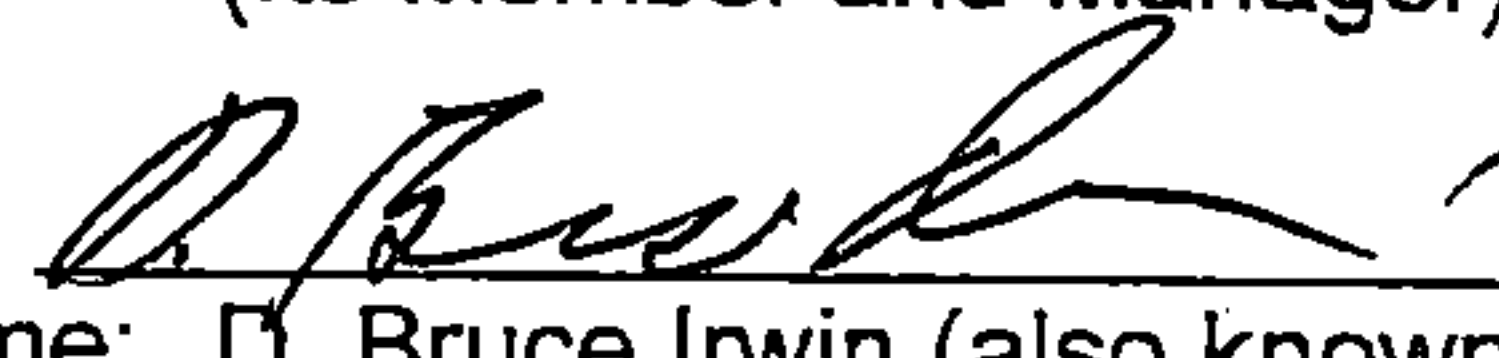
In Witness Whereof, Assignor has executed and given under the seal of all parties hereto this Assignment on the date of its acknowledgment below and effective as of the date first written above, and it is intended that this Assignment is and shall constitute and have the effect of a sealed instrument according to law.

**DBI Properties, LLC, a**  
Delaware limited liability company

By:  (SEAL)  
Name: D. Bruce Irwin (also known as  
Donald Bruce Irwin)  
Title: Manager

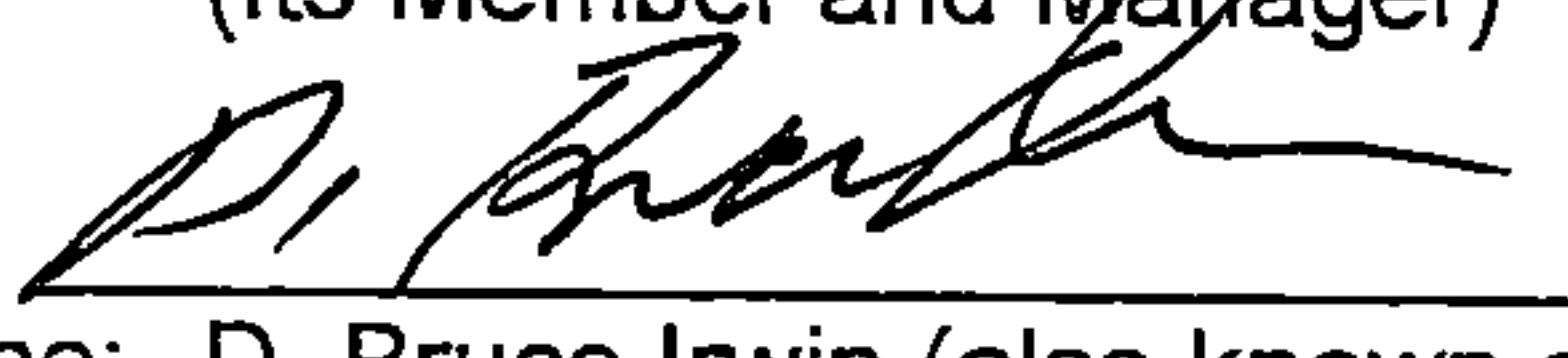
**DBI Properties- Oxford LLC, a**  
Florida limited liability company

BY: DBI Properties, LLC, a  
Delaware limited liability company  
(Its Member and Manager)

By:  (SEAL)  
Name: D. Bruce Irwin (also known as  
Donald Bruce Irwin)  
Title: Manager

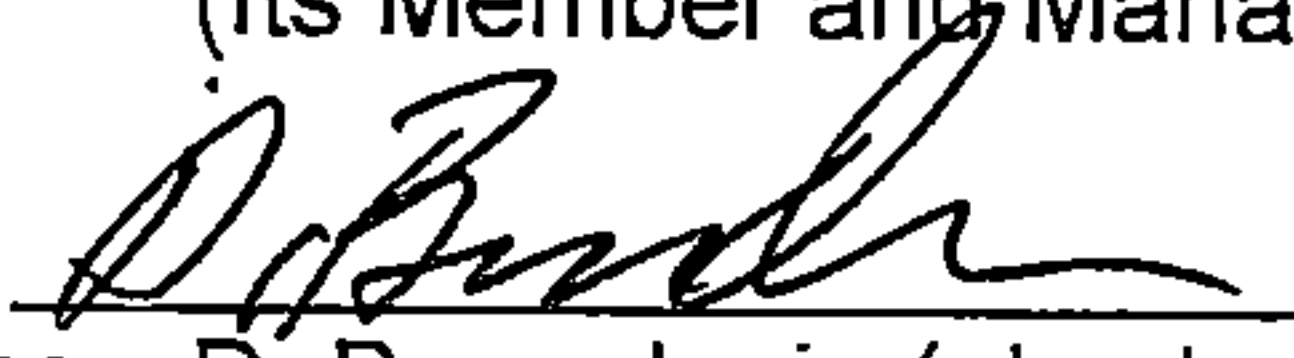
**DBI Properties- Greystone LLC, a**  
Florida limited liability company

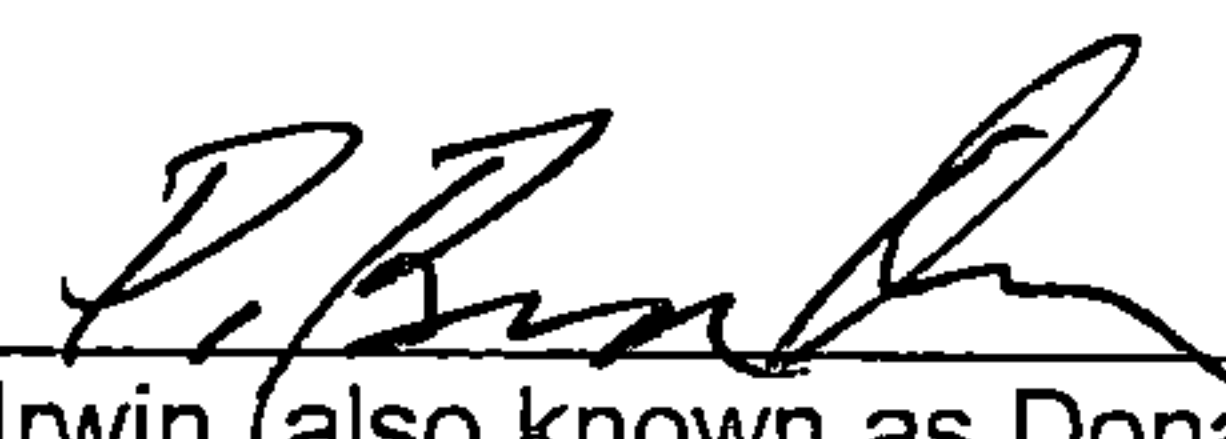
BY: DBI Properties, LLC, a  
Delaware limited liability company  
(Its Member and Manager)

By:  (SEAL)  
Name: D. Bruce Irwin (also known as  
Donald Bruce Irwin)  
Title: Manager

**DBI Properties- CBR LLC, an**  
Alabama limited liability company

BY: DBI Properties, LLC, a  
Delaware limited liability company  
(Its Member and Manager)

By:  (SEAL)  
Name: D. Bruce Irwin (also known as  
Donald Bruce Irwin)  
Title: Manager

 (SEAL)  
D. Bruce Irwin (also known as Donald Bruce Irwin)  
Individually





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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13<sup>th</sup> day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN Notary Public  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES DEC. 14, 2024

My commission expires:

12/14/2024

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Oxford, LLC, a Florida limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Oxford, LLC, a Florida limited liability company, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13<sup>th</sup> day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN Notary Public  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES DEC. 14, 2024

My commission expires:

12/14/2024

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Greystone, LLC, a Florida limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- Greystone, LLC, a Florida limited liability company, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13<sup>th</sup> day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN Notary Public  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES DEC. 14, 2024

My commission expires:

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STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name as Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- CBR, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manager of DBI Properties, LLC, a Delaware limited liability company, the Member and Manager of DBI Properties- CBR, LLC, an Alabama limited liability company, and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 13<sup>th</sup> day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES DEC. 14, 2024

Notary Public

My commission expires:

12/14/2024

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. Bruce Irwin (also known as Donald Bruce Irwin), whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, being informed of the contents of this instrument, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 13<sup>th</sup> day of May 2022.

[NOTARIAL SEAL]

WILLIAM CRAIG BROWN  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES DEC. 14, 2024

Notary Public

My commission expires:

12/14/2024



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**EXHIBIT A**

(Legal Description of the Property)

**PARCEL 1**

**Lots 1C & 1D, according to the Final Plat of Balmoral Phase I Resurvey No. 3, as recorded in Map Book 40, page 116, in the Probate Office of Shelby County, Alabama.**

**Property address: 100 and 120 Colonial Promenade Parkway, Alabaster, AL 35007**

**PARCEL 2**

**Lot 7B, according to the Survey of Second Amended Plat of Eastwood Village, as recorded in Map Book 225, page 29, in the Probate Office of Jefferson County, Alabama, Birmingham Division.**

**Property address: 1652 Montclair Rd., Birmingham, AL 35210**

**PARCEL 3**

**Lot D, according to the Survey of Capital Market Center Tuscaloosa prepared by Gonzalez-Strength & Associates, Inc., as recorded in Map Book 2008, page 236, in the Probate Office of Tuscaloosa County, Alabama.**

**SOURCE OF TITLE: Deed Book 2009, page 1853**

**Property Address: 9070 Highway 69 South, Tuscaloosa, AL 35405**

**PARCEL 4**

**Parcel 4E, according to the Map of Premiere Place Plat No. 2, as recorded in Plat Book 2006, page 25, in the Probate Office of Autauga County, Alabama.**

**Together with easement rights granted in that certain Declaration of Restrictions and Grant of Easements recorded in Real Property Book 428, page 42, in the Probate Office of Autauga County, Alabama.**

**Together with easement rights granted in that certain Easements with Covenants and Restrictions affecting the land recorded in Real Property Book 444, page 311, as amended by Real Property Book 2009, page 4204, in the Probate Office of Autauga County, Alabama.**

**Together with easement rights granted in that certain Declaration of Easements and Restrictions recorded in Real Property Book 572, page 73, in the Probate Office of Autauga County, Alabama.**

**Property address: 1965 Cobbs Ford Road, Prattville, AL 36066**

**PARCEL 5**

**Lot 4, according to the Survey of EastChase Plaza, as recorded in Map Book 50, page 76, in the Probate Office of Montgomery County, Alabama.**

**TOGETHER WITH those certain non-exclusive easement rights granted by virtue of Amended and Restated Operation and Easement Agreement between Target Corporation, Kohl's Department Stores, Inc. and Eastchase Plaza, LLC for EastChase Plaza, Montgomery, Alabama, as recorded in Real Property Book**





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2839, page 459 in the Probate Office of Montgomery County, Alabama. As affected by Assignment of Certain Agreements Hereinafter Mentioned by between EastChase Land Company, LLC and EastChase Plaza, LLC recorded in Real Property Book 2706, page 911 in said Probate Office.

TOGETHER WITH those certain non-exclusive easement rights granted by virtue of Declaration of Easements, Covenants, Conditions and Restrictions by and between EastChase Plaza, LLC and The Taylor-Ryan Improvement District dated 8/27/2004, filed for record 8/30/2004, recorded in Real Property Book 2948, page 397 being assigned by that certain Assignment of Certain Agreements dated 11/10/2005, showing The Taylor-Ryan Improvement District, as Assignor, and The Taylor-Ryan Improvement District No. 2, as Assignee, filed for record 11/17/2005, recorded in Real Property Book 3210, page 223, in the Probate Office of Montgomery County, Alabama.

Property address: 2570 Berryhill Rd, Montgomery, Al 36117

**PARCEL 6**

Lot 1, according to the Survey of Wal-Mart Square, as recorded in Map Book 70, page 25, in the Probate Office of Mobile County, Alabama.

TOGETHER WITH those certain access and easement rights which benefit the above described property as set out in that certain Access and Utility Easement by and between Wal-Mart Real Estate Business Trust and DFW Venture No. One, recorded in Real Property Book 4514, page 1343, in the Probate Office of Mobile County, Alabama.

Property address: 1097 Industrial Pkwy, Saraland, Al 36571

**PARCEL 7**

A parcel of land situated in the Northeast Quarter of the Southeast Quarter, of Section 26, Township 4 South, Range 1 East, said property being more particularly described as follows:

Commence at the northeast corner of Lot 5, Mountain View Subdivision, as recorded in Plat Book 5, Page 5, in the Office of the Judge of Probate of Madison County, Alabama; said point also being on the south right of way line of Sutton Road; thence run South 88° 59' 34" East, along the South right of way of Sutton Road for a distance of 1037.91 feet to a point; thence continuing along the Right of Way of Sutton Road run South 88° 56' 51" East for a distance of 731.19 feet to an iron pin found on the West right of way of Taylor Road; thence continuing along the Right of Way of Sutton Road run South 88° 58' 40" East for a distance of 131.16 feet to an iron pin set on the East right of way of Taylor Road, said point being the POINT OF BEGINNING of the following described parcel; thence continuing along the Right of Way of Sutton Road run South 89° 01' 52" East for a distance of 288.04 feet to an iron pin set; thence leaving the South right of way of Sutton Road run South 01° 16' 31" West for a distance of 394.40 feet; to the East right of way of Taylor Road and a Nail found at the Point of Curvature of a non tangent curve to the left, having a radius of 229.66 feet, a central angle of 11° 47' 20", a chord length of 47.17 feet and a chord bearing of North 43° 26' 57" West; thence continue along the East right of way of Taylor Road and the arc of said curve for a distance of 47.25 feet to an Iron Pin found at the point of tangency of said curve; thence run North 49° 19' 03" West along the East right of way of Taylor Road for a distance of 289.56 feet to a Monument Found at the Point of Curvature of a non-tangent curve to the right, having a radius of 131.23 feet, a central angle of 51° 00' 41" a chord length of 113.02 feet and a chord bearing of North 23° 53' 17" West; thence continue along the East right of way of Taylor Road and the arc of said curve for a distance of 116.84 feet to a Monument Found at the Point of Tangency of said curve; thence run North 01° 11' 18" East along the East right of way of Taylor Road for a distance of 57.25 feet to an iron pin found; thence run North 48° 04' 50" East for a distance of 23.35 feet to the Point of Beginning.

Property address: 410 Sutton Rd., Huntsville, Al 35763





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**PARCEL 8**

Lot 5C, according to the Survey of Gardendale Exchange's Resurvey, as recorded in Map Book 220, page 98, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

**TOGETHER WITH** easement rights granted in that certain Construction, Restrictions and Reciprocal Easement Agreement as recorded in Instrument 200306/2725, in the Probate Office of Jefferson County, Alabama.

Property address: 919 Odum Rd, Gardendale, AL 35071

**PARCEL 9**

Lot 20B of Tiger Town Subdivision, Resubdivision of Lot 20, according to that certain plat filed for record in the Office of the Judge of Probate of Lee County, Alabama, in Plat Book 25, page 194.

Property address: 2544 Enterprise Dr, Opelika, AL 36801

**PARCEL 10**

A parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 25, Township 16 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter; thence run North 00°16'41" East along the East line of said quarter-quarter for a distance of 671.74 feet; thence leaving said East line, run North 86°39'54" West for a distance of 71.25 feet to a found Darty capped rebar, said point being the POINT OF BEGINNING; thence run North 86°38'09" West for a distance of 33.92 feet to a found 1/2" rebar; thence run North 00°15'09" East for a distance of 105.07 feet to a found Darty capped rebar; thence run North 89°56'15" West for a distance of 107.59 feet to an iron pin set; thence run South 00°33'18" West for a distance of 493.79 feet to an iron pin set, said point being a point on the Northernmost right of way line of Robin Drive and a point on a curve to the right, said curve having a radius of 529.66 feet, a central angle of 16°13'37", a chord bearing of North 72°22'48" East for a chord distance of 149.51 feet; thence run along arc of said curve and along said right of way for a distance of 150.01 feet to a found Darty capped rebar; thence leaving said Northernmost right of way, run North 00°33'01" East for a distance of 341.36 feet to the POINT OF BEGINNING.

**Less and Except:**

A parcel of land situated in the Northeast one-quarter of the Southwest one-quarter of Section 25, Township 16 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of said quarter-quarter, thence run North 00° 16' 41" East along the East line of said quarter-quarter for a distance of 671.74 feet; thence leaving said East line, run North 86° 39' 54" West for a distance of 71.25 feet to a found Darty capped rebar, thence run South 00° 33' 01" West for a distance of 329.17 feet to the point of beginning; thence run along the last described course for a distance of 12.18 feet to a found Darty capped rebar, said point being on the Northernmost right of way line of Hazelwood Drive and a point on a curve to the left, said curve having a radius of 529.66 feet, a central angle of 16° 13' 37" a chord bearing of South 72° 22' 48" West for a chord distance of 149.51 feet, thence run along arc of said curve and along said Northernmost right of way for an arc distance of 150.01 feet; thence leaving said Northernmost right of way run North 00° 33' 18" East for a distance of 13.35 feet to the point of commencement of a curve to the right, said curve having a radius of 541.66 feet and a central angle of 15° 49' 36", a chord bearing of North 72° 48' 19" East for a chord distance of 149.15 feet; thence run along arc of said curve for a distance of 149.62 feet to the point of beginning.





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**Less and Except:**

**A parcel of land situated in the NE 1/4 of SW 1/4 of Section 25, Township 18 South, Range 3 East, St. Clair County, Alabama, being more particularly described as follows:**

**Commence at the SE corner of said 1/4 - 1/4; thence run North 00°18'41" East along the East line of said 1/4-1/4 for a distance of 871.74 feet; thence leaving said East line, run North 88° 39' 54" West for a distance of 71.25 feet; thence run North 88°38'09" West for a distance of 33.92 feet; thence run North 00°16'09" East for a distance of 105.07 feet; thence run North 89°56'15" West for a distance of 107.59 feet; thence run South 00°33'18" West for a distance of 481.08 feet to Station 20+35.71, 40.00 feet left of the centerline of Hazelwood drive, said point being the point of beginning; thence run South 00°35'44" West 32.71 feet to Station 20+30.18, 7.76 feet left of said centerline; said point lying on the present North right of way of robin drive, said point also being on a curve to the right having a radius of 517.01 feet, a delta angle of 07°28'07" and subtending a 67.35 foot chord that bears North 88°25'36" East; thence run along the arc of said curve and along said present right of way 67.39 feet to the end of said curve at Station 20+95.94, 22.26 feet left of said Hazelwood drive centerline, said point being the point of compound curvature of a curve to the right having a radius of 529.88 feet, a delta angle of 08° 53' 43" and subtending an 82.18 foot chord that bears North 76°26'13" East; thence run along the arc of said curve and along said present right of way 82.26 feet to Station 21+77.88, 28.58 feet left of said centerline; thence run North 00°48'14" East, leaving said right of way, 11.60 feet to Station 21+79.84, 40.00 feet left of said centerline; thence run South 80°51'05" West 144.17 feet to the point of beginning.**

**Property address: 20 Hazelwood Dr., Pell City, AL 35125**

**PARCEL 11**

**Lot 5, according to the Survey of Colonial Promenade at Tannehill, as recorded in Map Book 44, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.**

**TOGETHER WITH** easement rights granted in that certain Operation and Easement Agreement as recorded in Bessemer Book LR200667, page 922, First Amendment to Operation and Easement Agreement as recorded in Birmingham Book LR200905, Page 3912, Second Amendment to Operation and Easement Agreement as recorded in Birmingham Book LR201210, page 18552, in the Probate Office of Jefferson County, Alabama.

**Property address: 5911 Harris Ln, Bessemer, AL 35022**

**PARCEL 12**

**Lot 6-C, according to the Survey of Greenville Commons Subdivision, as recorded in Map Book 4, page 53, in the Probate Office of Butler County, Alabama.**

**TOGETHER WITH** easement rights granted in that certain Access Easement Agreement as recorded in Deed Book 297, page 648 and Deed Book 320, page 272, in the Probate Office of Butler County, Alabama.

**Property address: 101 Paul Stabler Dr., Greenville, AL 36037**

**PARCEL 13**

**Lot 6, Mobile Festival Centre, as per Map or Plat thereof recorded in Map Book 40, page 7, of the records in the Office of the Judge of Probate of Mobile County, Alabama.**

**Property address: 900 Montlimar Dr, Mobile, AL 36609**



**PARCEL 14**

Lot B, according to the Survey of Flintridge Centre Resurvey #5, as recorded in Map Book 27, page 88, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Property address: 6554 Aaron Aronov Dr., Fairfield, AL 35064

**PARCEL 15**

Lots 1A and 1B, according to Holmes Resubdivision of Lot 1 of Oxford Retail Center as recorded in Plat Book II, page 46, in the Probate Office of Calhoun County, Alabama.

Property address: 30 Holmes Dr., Oxford AL 36203

**PARCEL 16**

A parcel of land situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 1/2 inch open pipe at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence deflect an angle to the left for 132°49'41" and run in a Northwesterly direction a distance of 102.14 feet; thence deflect an angle to the left of 5°01'08" and run in a Northwesterly direction a distance of 112.31 feet; thence deflect an angle to the right of 3°57'03" and run right in a Northwesterly direction a distance of 102.30 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course in a Northwesterly direction a distance of 192.00 feet; thence turn an interior angle of 105°41'08" and run to the right in a Northeasterly direction 628.60 feet to a point on the Southwesterly right of way of U.S. Highway 280, also being a point on a curve; thence turn an interior angle of 91°51'43" to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 5°42'14" a distance of 270.26 feet; thence turn an interior angle of 89°27'27" from the tangent of last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet; thence turn an interior angle of 94°23'04" and run to the right in a Northwesterly direction a distance of 57.56 feet; thence turn an interior angle of 265°36'56" and run to the left in a Southwesterly direction a distance of 226.42 feet; thence turn an interior angle of 184°59'51" and run to the left in a Southwesterly direction a distance of 276.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

TOGETHER WITH beneficial rights to non-exclusive access easement(s) as set out as Parcels B and E:

**PARCEL B:**

A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the Southwest corner of said Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the Southwest corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run North 59°52'22" West for a distance of 87.25 feet to a point of curvature; thence run along the arc of said curve to the left having a central





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angle of 51°26'31" and a radius of 200.00 feet in a Northwesterly to Southwesterly direction for a distance of 179.57 feet; thence run South 68°41'07" West for a distance of 2.26 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 46°44'53" and a radius of 230.00 feet in a Southwesterly to Northwesterly direction for a distance of 187.66 feet to a point; thence run North 64°34'01" West for a distance of 196.36 feet, more or less, to a point on the Easterly right of way of Alabama Highway No. 119 and the end of the herein described centerline easement.

**PARCEL E:**

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence run South 59°52'22" East for a distance of 199.20 feet to the Point of Beginning of the herein described easement; thence continue South 59°52'22" East for a distance of 57.56 feet to a point; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 174.46 feet to a point on the Southwesterly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 2°06'39" and a radius of 2714.79 feet; thence deflect 90°32'33" to the right to the tangent of said curve and run along the arc of said curve and along said Southwesterly right of way line for a distance of 100.01 feet; thence deflect 88°25'55" from the tangent of the last described curve and run to the right in a Southwesterly direction for a distance of 216.05 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 157.86 feet to a point; thence deflect 85°36'56" and run to the right in a Northeasterly direction for a distance of 50.15 feet to the Point of Beginning; being situated in Shelby County, Alabama.

**SUBJECT TO** reservation and non-beneficial rights to non-exclusive access easement as set out as **Parcels C and D:**

**PARCEL C:**

A 50.0 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement lying 25 feet on either side of and parallel to the following described centerline:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along said South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'10" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of 294.30 feet to a point; thence run North 30°07'38" East for a distance of 424.98 feet to the Point of Beginning of the centerline easement herein described; thence run South 59°52'22" East for a distance of 197.29 feet to the end of the herein described easement.

**PARCEL D:**

A 20 foot wide easement for ingress and egress situated in the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, said easement being more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section on an assumed bearing of North 89°42'31" East a distance of 1336.01 feet to a point at the SW corner of the SE 1/4 of the SW 1/4 of said Section 32; thence run North 43°07'09" West for a distance of 102.14 feet to a point; thence run North 48°08'18" West for a distance of 112.31 feet to a point; thence run North 44°11'15" West for a distance of





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294.30 feet to a point; thence run North 30°07'38" East for a distance of 449.98 feet to a point; thence deflect 90°00'00" and run to the right in a Southeasterly direction for a distance of 236.70 feet to the Point of Beginning of the easement herein described; thence deflect 85°36'56" and run to the left in a Northeasterly direction for a distance of 175.74 feet to a point on the Southerly right of way of U.S. Highway No. 280, said point lying on a curve to the right having a central angle of 0°25'20" and a radius of 2714.79 feet; thence deflect 90°57'53" to the tangent of said curve and run to the right along the arc of said curve and along said right of way in a Southeasterly direction a distance of 20.00 feet to a point; thence deflect 90°32'33" from the tangent of the last described curve and run to the right in a Southwesterly direction a distance of 174.46 feet to a point; thence deflect 85°36'56" and run to the right in a Northwesterly direction for a distance of 20.06 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Property address: 5410 Highway 280, Birmingham Al 35242

**PARCEL 17**

Lot 1, according to the survey of Cahaba Beach Business Center as recorded in Map Book 43, page 134, in the Probate Office of Shelby County, Alabama.

Property address: 3700 Cahaba Beach Road, Birmingham, AL 35242

**PARCEL 18**

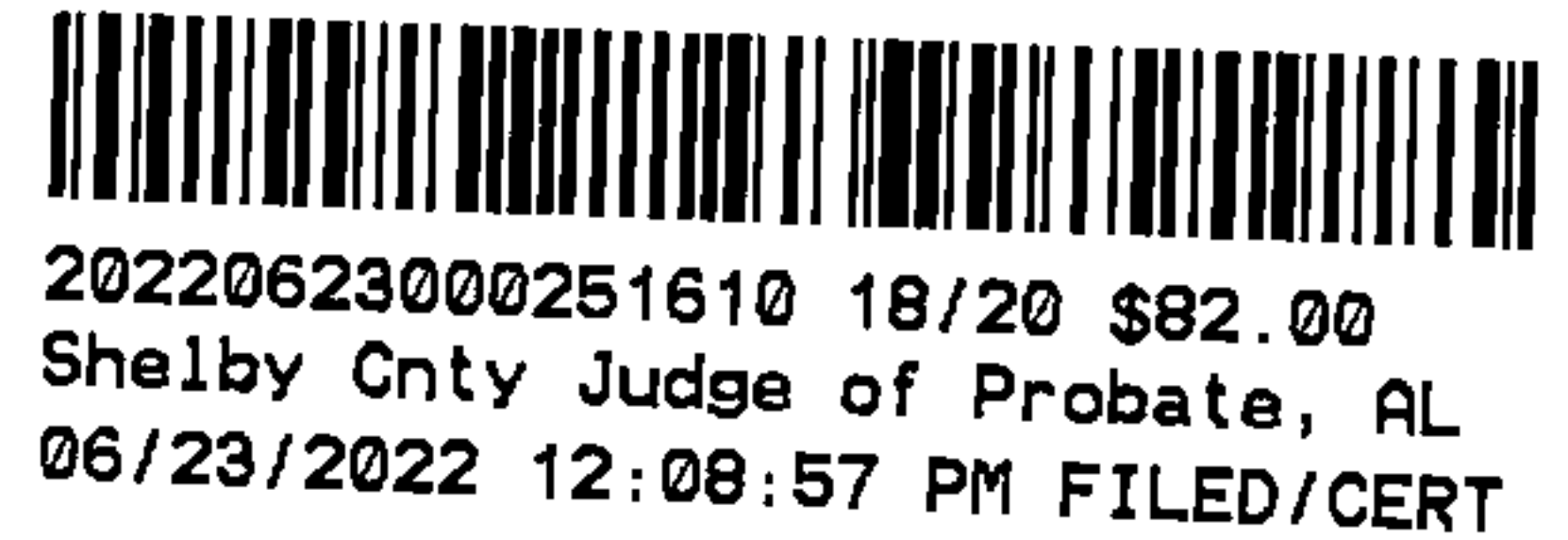
Beginning at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to a point; thence parallel with the North line of Lots 25 through 29 of said Daphne Hills Subdivision, run South 89 degrees, 43 minutes, 16 seconds East 94.00 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 244.38 feet to a point; thence run South 00 degrees, 25 minutes East 205.16 feet to the point on the North right of way line of Yancey Road; thence along said North right of way line of Yancey Road run South 89 degrees, 35 minutes West 202.00 feet to a point on the aforementioned East right of way line of U.S. Highway No. 98; thence along said East right of way line U.S. Highway No. 98 run North 53 degrees, 34 minutes, 51 seconds West 62.64 feet to a point; thence continuing along said East right of way line of U.S. Highway No. 98 run North 19 degrees, 57 minutes, 51 seconds West 167.86 feet to the point of beginning.

Together with an non-exclusive reciprocal easement for ingress and egress 38 feet in width lying North of and immediately adjacent to the North boundary of the above described parcel of land and being more particularly described as follows:

Commencing at the Northwest corner of Lot 29, Daphne Hills Subdivision, as recorded in Map Book 7, Page 82, in the Office of the Judge of Probate, Baldwin County, Alabama; said point being on the East right of way line of U.S. Highway No. 98; run thence North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, a distance of 70.52 feet to the point of beginning of the easement herein described; thence continuing North 19 degrees, 57 minutes, 51 seconds West along said East right of way line of U.S. Highway No. 98, run 40.50 feet to a point; thence run South 89 degrees, 43 minutes, 16 seconds East 112.19 feet to a point; thence run South 77 degrees, 11 minutes, 42 seconds East 248.54 feet to a point; thence run South 12 degrees, 48 minutes, 18 seconds West 38.00 feet to a point; thence run North 77 degrees, 11 minutes, 42 seconds West 244.38 feet to a point; thence run North 89 degrees, 43 minutes, 16 seconds West 94.00 feet to the point of beginning of said easement.

Property address: 6631 Park Drive, Daphne, Alabama, 36526





**PARCEL 19**

**Lot 1E of the McCrary-Crunk Commercial Subdivision, a Resubdivision of Tract 1C of a Resubdivision of Tract 1B of a Resubdivision of Tract 1 and Lot 5 of a Resubdivision of Tract 1 of McCrary-Crunk Commercial Subdivision, a part of Section 27, Township 3 South, Range 2 West, according to the plat of survey recorded as Instrument Number 20041217000572500 in the Probate Records of Madison County, Alabama.**

**Property address: 7559 Hwy 72 West, Madison AL 35758**

**PARCEL 20**

**Lot 8, according to the Plat of Resubdivision of Lot 6, of Lily Flagg Manor, as recorded in Plat Book 22, Page 64, in the Office of the Judge of Probate of Madison County, Alabama.**

**Property address: 8151 Whitesburg Road, Huntsville, AL 35701**

**PARCEL 21**

**Tract I:**

**A parcel located in the SE ¼ of the SE ¼ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:**

**Commence at the NE corner of the SE ¼ of the SE ¼ of said Section 12; thence run West on the Quarter-Quarter line for 143.33 feet to the point of beginning; thence continue on the same line for 217.09 feet; thence left 98 degrees, 23 minutes, 20 seconds for 50.0 feet; thence left 89 degrees, 58 minutes, 47 seconds for 226.0 feet; thence left 117 degrees, 37 minutes, 41 seconds for 25 feet to the point of beginning.**

**Tract II:**

**A tract of land located in the SE ¼ of the SE ¼ of Section 12, Township 17 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows:**

**Commence at the Northeast corner of the SE ¼ of the SE ¼ of Section 12; thence run West on the Quarter-Quarter line for 360.42 feet; thence left 98 degrees, 23 minutes, 20 seconds for 50.0 feet to the point of beginning; thence continue on the same line for 217.40 feet; thence left 85 degrees, 34 minutes, 47 seconds for 115.96 feet; thence left 87 degrees, 13 minutes, 33 seconds for 25.0 feet; thence right 91 degrees, 06 minutes, 00 seconds for 70.0 feet; thence left 30 degrees, 42 minutes, 01 seconds for 117.11 feet; thence left 93 degrees, 31 minutes, 30 seconds for 4.93 feet; thence right 99 degrees, 05 minutes, 43 seconds for 10.21 feet; thence left 99 degrees, 46 minutes, 20 seconds for 174.0 feet; thence left 62 degrees, 22 minutes, 19 seconds for 226.0 feet to the point of beginning.**

**Property address: 1664 Forestdale Blvd., Birmingham, AL 35214**

**PARCEL 22**

**Lot 2, according to the Survey of Colonial Promenade at Trussville, as recorded in Map Book 198, Page 29, in the Probate Office of Jefferson County, Alabama.**

**Property address: 5892 Trussville Crossings Parkway, Trussville AL, 35173**





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**PARCEL 23**

**Tract I:**

**Part of the SE ¼ of the SW ¼ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama, more particularly described as follows:**

**Commence at the NW corner of said ¼ - ¼ section and run thence Eastwardly along the North line thereof 576.97 feet to a point on the West right of way line of U.S. Highway No.31; thence run Southwardly along said right of way line 648.20 feet to a point on the Southerly right of way line of the New Patton Chapel Road, said point being the point of beginning of the property herein described; thence continue Southwardly along said right of way line of U.S. Highway No. 31, 140.80 feet; thence turn 89 degrees, 01 minutes, 30 seconds right and run Westwardly 135.88 feet; thence turn 76 degrees, 27 minutes right and run Northwestwardly 35.18 feet; thence turn 90 degrees, 00 minutes left and run Southwestwardly 99.40 feet to a point on the Northeasterly right of way line of Old Columbiana Road; thence turn 86 degrees, 16 minutes right and run Northwestwardly along last said right of way line 59.10 feet; thence turn 48 degrees, 44 minutes right and run Northeastwardly 23.04 feet to a point on the Southerly right of way line of the New Patton Chapel Road; thence turn 45 degrees, 00 minutes right and run Northeastwardly along last said right of way line 138.76 feet to the beginning of a curve to the right having a radius of 1,121.24 feet; thence continue Northeastwardly along the arc of said curve and along last said right of way line 115.63 feet to the point of beginning.**

**Tract II:**

**Part of the SE¼ of the SW¼ of Section 12, Township 19 South, Range 3 West, of Jefferson County, Alabama more particularly described as follows:**

**Commence at the NW corner of said ¼ ¼ section and run thence eastwardly along the north line thereof 576.97 feet to a point on the west right of way line of U. S. Highway No. 31; thence run southwardly along said right of way line 789.00 feet to the point of beginning of the property herein described; thence continue southwardly along said right of way line 75.00 feet to the NE corner of a tract of land conveyed to the Alabama Power Company; thence turn 89°01'30" right and run westwardly along the north line of said tract 212.70 feet to the NW corner thereof, said point being on the northeasterly right of way line of Old Columbiana Road; thence turn 72°43' right and run northwestwardly along last said right of way line 90.00 feet; thence turn 93°44' right and run eastwardly 99.40 feet; thence turn 90°00' right and run southeastwardly 35.18 feet; thence turn 76°27' left and run eastwardly 135.88 feet to the point of beginning.**

**Less and except that portion of subject property condemned by Jefferson County, Alabama in Case No. 197247, recorded in Book LR200804, Page 18806 and Case No. 2008-1746, recorded in Book LR201211, page 25644.**

**Property address: 1682 Montgomery Hwy, Hoover AL, 35226**

**PARCEL 24**

**A parcel of land located in the S.W. ¼ of the N.W. ¼ of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:**

**Commence at the Northwest corner of Lot One of Lunceford's Industrial Park as recorded in Map Book 7, Page 133, in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 88 degrees, 03 minutes, 03 seconds East along the North line of said Lot One and the South right of way of First Alabama Bank Drive a distance of 241.87 feet to the point of beginning; thence continue last course**





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**183.50 feet to a clockwise curve on said right of way having a delta angle of 23 degrees, 35 minutes, 46 seconds and a radius of 166.50 feet; thence run along the arc of said curve 68.57 feet to the point of tangent; thence run South 64 degrees, 27 minutes, 17 seconds East a distance of 86.53 feet to a point on the West right of way of U.S. Highway #31; thence run South 25 degrees, 32 minutes, 43 seconds West 185.75 feet; thence run North 47 degrees, 26 minutes, 00 seconds West 336.06 feet to the point of beginning; being situated in Shelby County, Alabama.**

**Property address: 2970 Pelham Pkwy, Pelham, AL 35124**

**PARCEL 25**

**Lot 1, according to the Survey of Irwin's Subdivision as recorded in Map Book 43, page 122, in the Probate Office of Shelby County, Alabama.**

**Property address: 2147 Riverchase Office Rd, Hoover, AL 35244**