

20220627000254460  
06/27/2022 10:06:29 AM  
MORT 1/7

**THIS INSTRUMENT PREPARED BY:**

Central State Bank  
11025 Highway 25  
Calera, AL 35040-0000

**AFTER RECORDING RETURN TO:**

Central State Bank  
PO Box 180  
Calera, AL 35040-0000

(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE**

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on May 31, 2022 between the mortgagor(s) ALEJANDRO CHAVEZ, a married man, whose address is 8613 Hwy 42, Shelby, Alabama 35143 ("Mortgagor"), and Central State Bank whose address is P.O. BOX 180, Calera, Alabama 35040 ("Lender"), which is organized and existing under the laws of the State of Alabama. LOS DOS COMPADRES LLC ("Borrower") owes Lender the principal sum of Two Hundred Fifty Thousand and 00/100 Dollars (U.S. \$250,000.00), which is evidenced by the promissory note dated May 31, 2022. Mortgagor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (U.S. \$250,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, with power of sale, the following described property located in the County of Shelby, State of Alabama:

Address: 8613 HWY 42, SHELBY, Alabama 35143

Legal Description: See Legal Description

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

**RELATED DOCUMENTS.** The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

**INDEBTEDNESS.** This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Borrower to Central State Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

**FUTURE ADVANCES.** To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

**WARRANTIES.** Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

**Performance of Obligations.** Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

**Defense and Title to Property.** At the time of execution and delivery of this instrument, Mortgagor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.



**Condition of Property.** Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

**Removal of any Part of the Property.** Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

**Alterations to the Property.** Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

**Due on Sale - Lender's Consent.** Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

**Insurance.** Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

**Payment of Taxes and Other Applicable Charges.** Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

**Environmental Laws and Hazardous or Toxic Materials.** Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

**Financial Information.** Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

**Lender's Right to Enter.** Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

**ASSIGNMENT OF LEASES AND RENTS.** As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.



**CONDEMNATION.** Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

**MORTGAGOR'S ASSURANCES.** At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

**ATTORNEY-IN-FACT.** Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

**EVENTS OF DEFAULT.** The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

**REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

**IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.**

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

**NO WAIVER.** No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

**JOINT AND SEVERAL LIABILITY.** If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

**SURVIVAL.** Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

**NOTICES AND WAIVER OF NOTICE.** Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

**TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.**

**WAIVER OF APPRAISEMENT RIGHTS.** Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

**LENDER'S EXPENSES.** Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

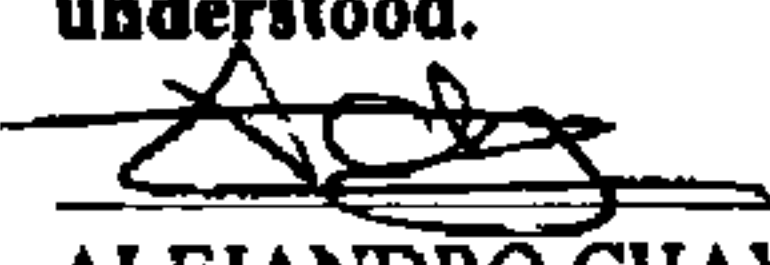
**ASSIGNABILITY.** Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

**GOVERNING LAW.** This Security Instrument will be governed by the laws of the State of Alabama including all proceedings arising from this Security Instrument.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

**ORAL AGREEMENTS DISCLAIMER.** This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.**

 5/31/22  
ALEJANDRO CHAVEZ Date  
Individually

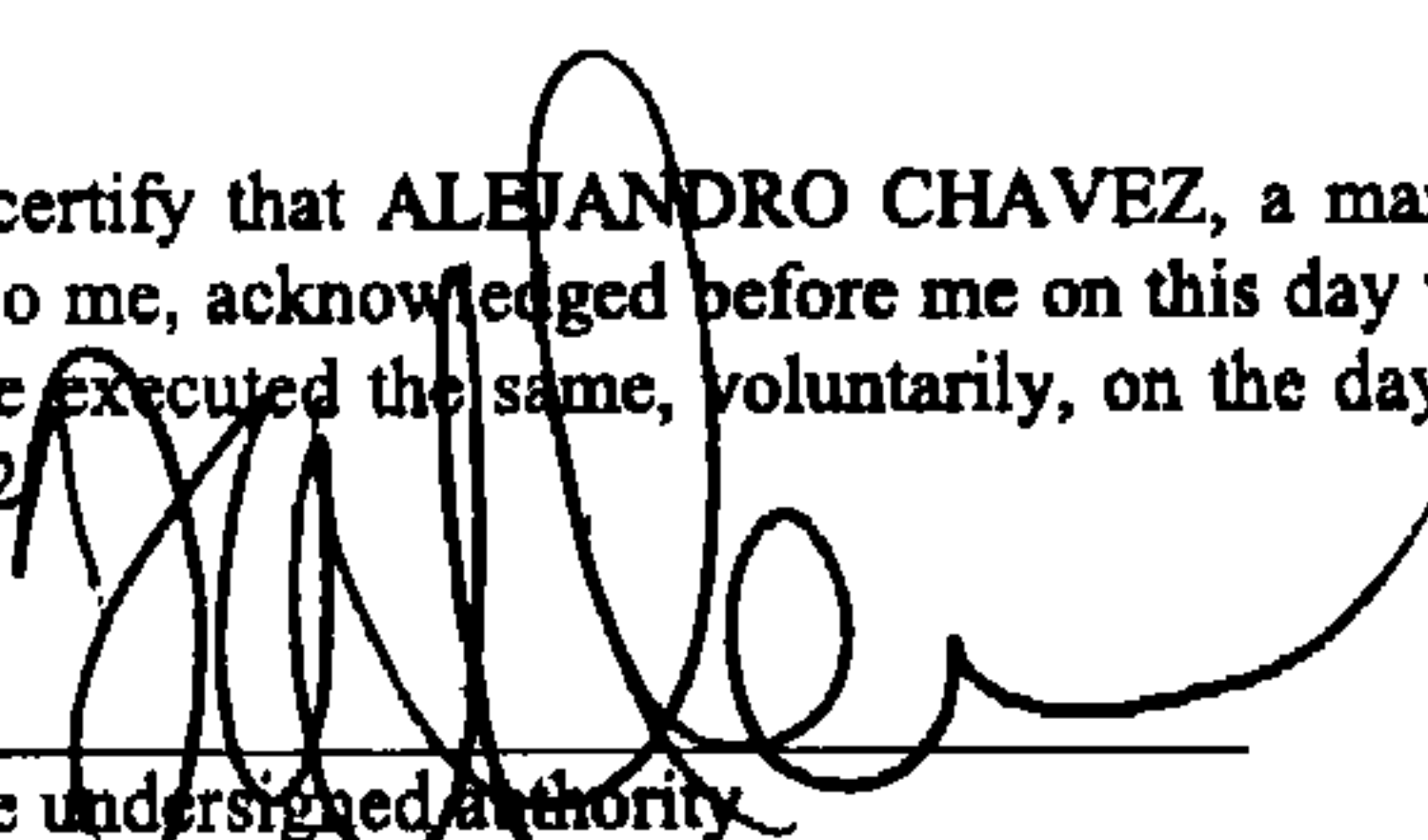
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
COUNTY OF Shuford )

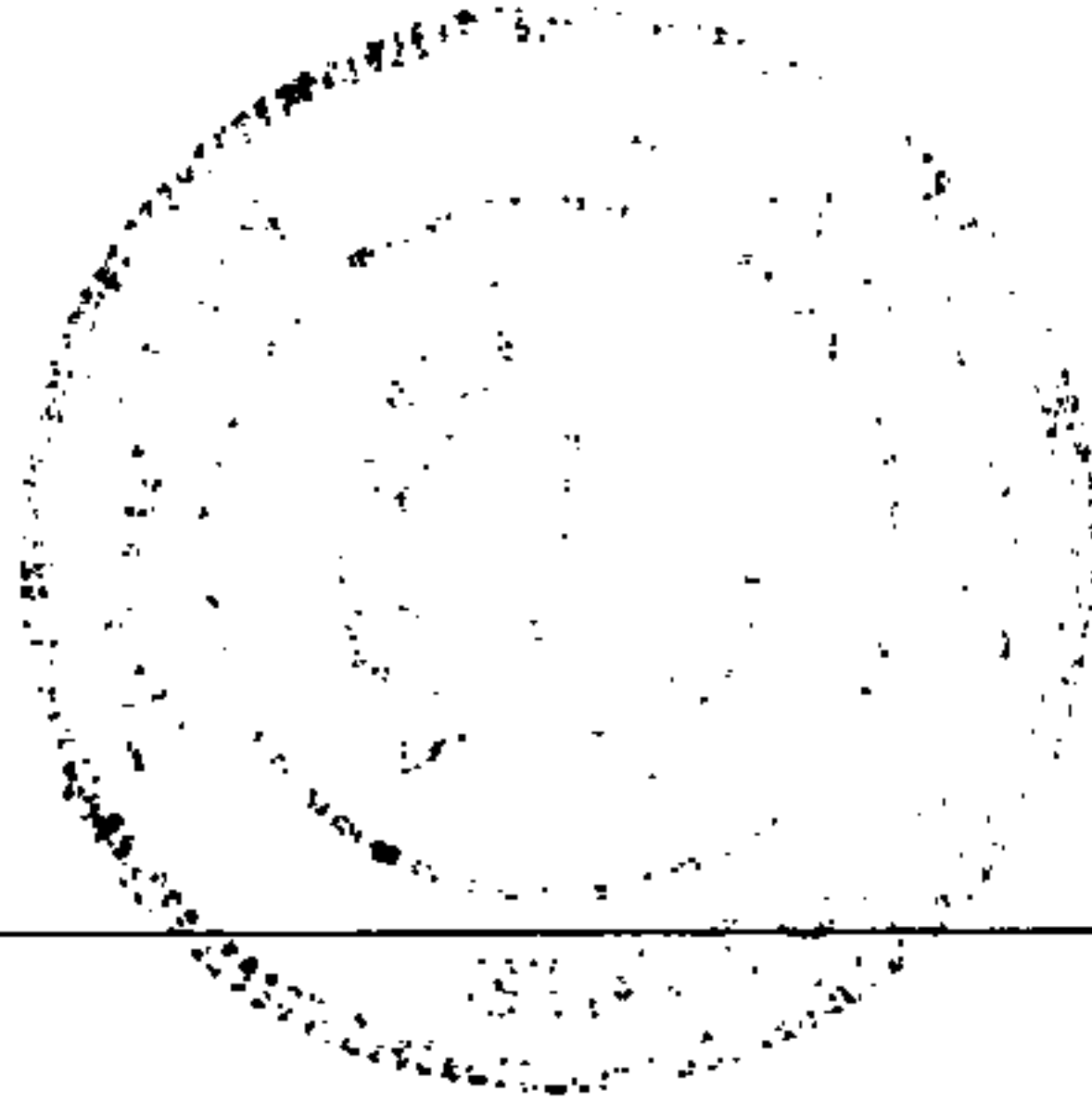
I, the undersigned authority, a Notary Public, do hereby certify that ALEJANDRO CHAVEZ, a married man, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, he/she executed the same, voluntarily, on the day the same bears date. Given under my hand this 31st day of May, 2022.

My commission expires:

**My Commission Expires March 6, 2024**

  
the undersigned authority  
Notary Public  
Identification Number

(Official Seal)





## EXHIBIT"A"

## LEGAL DESCRIPTION

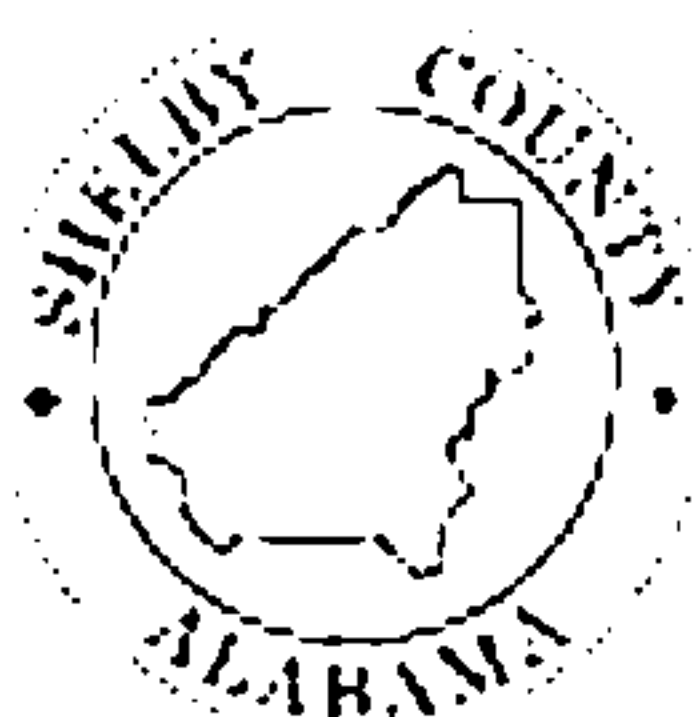
The South 1/2 of the SE 1/4 of the NE 1/4 of Section 15, Township 22 South, Range 1 West, situated in Shelby County, Alabama. Less and except therefrom 1 square acre in the SE corner of said 1/4-1/4 Section as further set forth in Tax Sale Record 21, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama. A part of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 22 South, Range 1 West, in Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 00 degrees 52 minutes 50 seconds West a distance of 667.41 feet; thence continue along last described course a distance of 374.59 feet; thence North 52 degrees 05 minutes 50 seconds West a distance of 125.90 feet; thence North 61 degrees 09 minutes 41 seconds West a distance of 94.09 feet; thence North 12 degrees 37 minutes 44 seconds East a distance of 22.15 feet; thence North 25 degrees 07 minutes 04 seconds West a distance of 75.90 feet; thence North 08 degrees 36 minutes 04 seconds West a distance of 62.40 feet; thence North 01 degrees 42 minutes 39 seconds East a distance of 65.64 feet; thence North 06 degrees 14 minutes 13 seconds West a distance of 109.88 feet; thence North 12 degrees 17 minutes 22 seconds West a distance of 96.36 feet; thence North 08 degrees 44 minutes 49 seconds West a distance of 99.18 feet; thence North 00 degrees 04 minutes 24 seconds East a distance of 48.11 feet; thence North 08 degrees 28 minutes 22 seconds East a distance of 91.64 feet; thence North 02 degrees 22 minutes 31 seconds East a distance of 150.83 feet; thence North 06 degrees 00 minutes 20 seconds East a distance of 291.96 feet; thence North 14 degrees 30 minutes 59 seconds West a distance of 94.86 feet; thence North 26 degrees 27 minutes 01 seconds West a distance of 183.67 feet; thence North 37 degrees 36 minutes 10 seconds West a distance of 52.90 feet; thence North 59 degrees 08 minutes 42 seconds West a distance of 56.34 feet; thence South 89 degrees 45 minutes 01 seconds West a distance of 53.57 feet; thence South 74 degrees 17 minutes 52 seconds West a distance of 57.65 feet; thence South 54 degrees 25 minutes 48 seconds West a distance of 40.77 feet; thence South 31 degrees 18 minutes 41 seconds West a distance of 163.03 feet; thence South 24 degrees 59 minutes 11 seconds West a distance of 111.20 feet; thence South 14 degrees 55 minutes 49 seconds West a distance of 86.31 feet; thence South 02 degrees 57 minutes 05 seconds West a distance of 47.73 feet; thence South 08 degrees 48 minutes 49 seconds West a distance of 54.72 feet; thence South 00 degrees 41 minutes 22 seconds West a distance of 60.27 feet; thence South 04 degrees 39 minutes 48 seconds East a distance of 42.02 feet; thence South 01 degrees 41 minutes 19 seconds East a distance of 48.59 feet; thence South 05 degrees 18 minutes 13 seconds West a distance of 39.94 feet; thence South 04 degrees 07 minutes 39 seconds East a distance of 119.00 feet; thence South 05 degrees 12 minutes 00 seconds West a distance of 42.10 feet; thence South 00 degrees 30 minutes 17 seconds West a distance of 86.62 feet; thence South 08 degrees 50 minutes 33 seconds West a distance of 105.12 feet; thence South 16 degrees 46 minutes 13 seconds West a distance of 69.28 feet; thence South 12 degrees 01 minutes 15 seconds West a distance of 109.39 feet; thence South 07 degrees 23 minutes 01 seconds West a distance of 41.08 feet; thence South 06 minutes 30 seconds 12 seconds East a distance of 64.56 feet; thence South 00 degrees 28 minutes 27 seconds West a distance of 67.19 feet; thence South 03 degrees 47 minutes 29 seconds East a distance of 50.62 feet; thence South 07 degrees 44 minutes 07 seconds East a distance of 73.63 feet; thence South 03 degrees 13 minutes 32 seconds East a distance of 164.99 feet; thence South 17 degrees 55 minutes 42 seconds East a distance of 45.07 feet; thence South 09 degrees 09 minutes 03 seconds East a distance of 66.09 feet; thence South 12 degrees 25 minutes 40 seconds East a distance of 66.78 feet; thence South 17 degrees 12 minutes 22 seconds East a distance of 116.28 feet; thence South 19 degrees 31 minutes 15 seconds East a distance of 106.77 feet; thence South 14 degrees 36 minutes 33 seconds East a distance of 176.89 feet; thence South 16 degrees 14 minutes 18 seconds East a distance of 163.90 feet; thence South 22 degrees 56 minutes 03 seconds East a distance of 105.26 feet; thence South 27 degrees 47 minutes 35 seconds East a distance of 170.22 feet; thence South 17 degrees 20 minutes 39 seconds East a distance of 59.73 feet; thence South 39 degrees 15 minutes 33 seconds East a distance of 105.72 feet; thence South 28 degrees 33 minutes 03 seconds East a distance of 177.12 feet; thence South 31 degrees 01 minutes 31 seconds East a distance of 56.03 feet; thence North 88 degrees 26 minutes 33 seconds East a distance of 364.05 feet to the point of beginning. Being situated in Shelby County, Alabama.

With beneficial rights to the ingress and egress easements more particularly described as follows: A 60-foot easement for all ingress and egress and all public utilities being 30 feet either side and adjacent to a centerline over and across a part of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 22

South, Range 1 West, Shelby County, Alabama; said centerline being more particularly described as follows: to find the point of beginning start at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 and run North 2 degrees 00 minutes 18 seconds East and along the East boundary of said forty for a distance of 235.79 feet to the point of beginning of said easement centerline; thence run North 40 degrees 58 minutes 09 seconds West for a distance of 77.50 feet to a point; thence run North 42 degrees 58 minutes 47 seconds West for a distance of 69.84 feet to a point; thence run North 78 degrees 18 minutes 04 seconds West for a distance of 73.63 feet to a point; thence run North 89 degrees 43 minutes 55 seconds West for a distance of 42.28 feet to a point; thence run South 61 degrees 32 minutes 43 seconds West for a distance of 40.00 feet to a point; thence run South 46 degrees 04 minutes 16 seconds West for a distance of 62.89 feet to a point; thence run South 39 degrees 26 minutes 51 seconds West for a distance of 38.55 feet to a point; thence run South 49 degrees 50 minutes 32 seconds West for a distance of 73.06 feet to a point; thence run South 71 degrees 05 minutes 42 seconds West for a distance of 69.28 feet to a point; thence run South 83 degrees 17 minutes 36 seconds West for a distance of 157.31 feet to a point; thence run South 76 degrees 22 minutes 38 seconds West for a distance of 93.03 feet to a point; thence run South 67 degrees 25 minutes 11 seconds West for a distance of 44.44 feet to a point; thence run North 53 degrees 15 minutes 05 seconds West for a distance of 59.33 feet to a point; thence run North 64 degrees 57 minutes 28 seconds West for a distance of 157.23 feet; thence run North 67 degrees 39 minutes 14 seconds West for a distance of 128.97 feet to a point; thence run North 54 degrees 56 minutes 28 seconds West for a distance of 194.57 feet to a point; thence run North 70 degrees 19 minutes 08 seconds West for a distance of 54.90 feet to a point; thence run North 73 degrees 44 minutes 35 seconds West for a distance of 49.95 feet to a point; thence run North 86 degrees 41 minutes 11 seconds West for a distance of 65.53 feet to the point of ending of the centerline described herein; said point lying on the West boundary of the Southeast 1/4 of the Northeast 1/4, 435.99 feet North of its Southwest corner. Being situated in Shelby County, Alabama.

A 60-foot easement for ingress and egress and all public utilities being 30-foot either side and adjacent to a centerline over and across parts of the West 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 22 South, Range 1 West, Shelby County, Alabama, said centerline being more particularly described as follows: to find the point of beginning start at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 and run North 1 degree 30 minutes 59 seconds East and along the West boundary of said forty for a distance of 739.87 feet to the centerline of Highway No. 42; thence run North 79 degrees 44 minutes 51 seconds East and along said centerline for a distance of 494.69 feet to the point of beginning of said easement centerline; thence run North 21 degrees 34 minutes 10 seconds West for a distance of 85.32 feet to a point; thence run North 87 degrees 23 minutes 18 seconds West for a distance of 203.52 feet to a point; thence run North 57 degrees 13 minutes 54 seconds West for a distance of 153.87 feet to a point; thence run North 11 degrees 09 minutes 15 seconds West for a distance of 109.48 feet to a point; thence run North 3 degrees 21 minutes 06 seconds East for a distance of 174.65 feet to a point; thence run North 16 degrees 33 minutes 21 seconds East for a distance of 137.63 feet to a point; thence run North 41 degrees 37 minutes 34 seconds East for a distance of 127.23 feet to a point; thence run North 53 degrees 49 minutes 14 seconds East for a distance of 67.38 feet to a point; thence run North 58 degrees 22 minutes 20 seconds East for a distance of 172.71 feet to a point; thence run North 41 degrees 03 minutes 52 seconds East for a distance of 96.75 feet to a point; thence run North 3 degrees 52 minutes 54 seconds East for a distance of 162.22 feet to a point; thence run North 25 degrees 42 minutes 17 seconds West for a distance of 185.93 feet to a point; thence run North 5 degrees 04 minutes 18 seconds East for a distance of 133.40 feet to a point; thence run North 1 degree 05 minutes 13 seconds East for a distance of 176.10 feet to a point; thence run North 16 degrees 37 minutes 47 seconds West for a distance of 74.23 feet to a point; thence run North 24 degrees 56 minutes 13 seconds West for a distance of 117.35 feet to a point; thence run North 35 degrees 26 minutes 44 seconds West for a distance of 154.74 feet to a point; thence run North 45 degrees 46 minutes 00 seconds West for a distance of 171.24 feet to a point; thence run North 40 degrees 30 minutes 48 seconds West for a distance of 111.00 feet to a point; thence run North 35 degrees 33 minutes 41 seconds West for a distance of 54.12 feet to the point of ending of the centerline described herein; said point lying on the West boundary of the Southwest 1/4 of the Northwest 1/4, 235.79 feet North of its Southwest corner. Being situated in Shelby County, Alabama.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 06/27/2022 10:06:29 AM  
 \$415.00 BRITTANI  
 20220627000254460

*Allen S. Boyd*