

WEST ALABAMA BANK & TRUST
P.O. BOX 310
REFORM, AL. 35481
(205)-375-6261

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MORT 1/11

SOURCE OF TITLE: Deed Book _____, Page _____

This mortgage is being re-recorded to correct the notary acknowledgment.

STATE OF ALABAMA

Shelby

COUNTY

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MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas DAVY CROCKETT DEVELOPMENT, LLC.

(hereinafter referred to as Debtors) for valuable and adequate consideration have become justly indebted to WEST ALABAMA BANK AND TRUST, its successors and assigns (hereinafter referred to as Mortgagee) in the principal sum of \$ 367,000.00 dollars, with interest thereon, represented by negotiable promissory note(s) or other evidence of indebtedness.

NOW THEREFORE, as inducement to Mortgagee extend, renew, secure existing indebtedness and make future advances to Debtors or the undersigned,

DAVY CROCKETT DEVELOPMENT, LLC

(hereinafter referred to as Mortgagors) and in consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions of same and any other indebtedness or other obligations, direct or indirect, including letters of credit, swaps and overdrafts now or hereafter owed (hereinafter collectively referred to as "Obligations") by Debtors, Mortgagors, or any one of them, to Mortgagee (except Mortgagors' home shall not secure future obligations incurred for personal, family or household purposes unless, if required by law, Mortgagee provides Mortgagors with any required notice such as a notice of right of rescission for such transaction) and to secure compliance with all of the stipulations hereinafter contained, Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

REFER TO EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN AS IF SET OUT VERBATIM.

together with all rents, leases, and other revenues thereof and all rights, hereditaments, privileges, easements, tenements, interests, declarant rights, developer rights, water, sewer and wastewater rights, home owners association rights, architectural control board rights, improvements and appurtenances thereunto belonging or in any wise appertaining, including after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, cabinets, cooking apparatus, carpets, elevators, fencing, shrubbery, alarm systems, electronic systems antennas, plumbing fixtures, sprinkling and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter the Property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, its successors and assigns forever. And for the purpose of further securing the payment of the Obligations the Mortgagors covenant and agree as follows:

1. **WARRANTY.** That they are lawfully seized in fee and possessed of the Property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. **TAXES.** That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon the Property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same which sums shall become a part of the Obligations secured by this mortgage. Mortgagors irrevocably assign to Mortgagee all rights to any payment arising from or related to any tax sale of the Property and grant to Mortgagee an irrevocable power of attorney to take all actions deemed appropriate by Mortgagee to collect, recover and receive all sums, including any overbid, arising from or related to any tax sale of the Property and Mortgagors irrevocably authorize and direct all governmental officials to comply with such requests by Mortgagee. This power of attorney shall survive the full payment of the Obligations and any foreclosure of this mortgage.

3. **INSURANCE.** That they will keep the improvements on said Property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire, flood, casualty and such other hazards as Mortgagee may specify, with loss, if any, payable without contribution, to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefore as the same become due. Mortgagors shall provide to Mortgagee annual certificates of such insurance designating Mortgagee as loss payee and Mortgagee under said policies. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. Mortgagors expressly waive any requirement that they be listed as payee and irrevocably authorize and direct any insurance carrier to pay such sums exclusively to Mortgagee. If Mortgagors fail to keep said property insured as above specified, the Mortgagee at the cost of the Debtors and Mortgagors may insure said property against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of any insurance shall be paid by insurer to Mortgagee which is hereby irrevocably granted full power to settle and compromise claims under all policies and to exclusively demand, receive and receipt for sums becoming due thereunder, said proceeds, if collected, to be credited on the Obligations secured by this mortgage, less cost of collecting same or to be used in repairing or reconstructing the premises as the Mortgagee may exclusively elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other liens shall become a debt due said Mortgagee in addition to the Obligations herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee. Mortgagee is irrevocably authorized to endorse the name of Mortgagors upon any check, draft, or other form of payment as to such insurance.
4. **MAINTENANCE OF PROPERTY.** To take good care of the Property above described, to comply with all building, maintenance and zoning codes and laws not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted upon failure to comply with the terms of this paragraph and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the Obligations secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
5. **NONWAIVER, AMENDMENT, NO ORAL MODIFICATION.** No delay or failure of the Mortgagee to exercise any power, right, option or, act authorized by this mortgage or to declare default on the part of the Debtors or Mortgagors shall be deemed as a waiver of the right to declare this mortgage in default by reason of failure of the Mortgagors to procure and maintain insurance or to pay such taxes or to strictly comply with any of the other duties of Mortgagors under the terms of this mortgage, it being agreed that no terms or conditions contained in the mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee. This mortgage, together with any related documents evidencing the Obligations, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. This mortgage may not be modified orally.
6. **TIMELY PAYMENT.** Debtors and Mortgagors will well and truly pay and discharge all Obligations secured by this mortgage as they shall become due and payable including any renewals or extensions thereof, Mortgagors and Debtors agree that the failure of Mortgagee to timely pay any mortgage tax due as to any preexisting indebtedness, future advance or future indebtedness shall not impair the enforceability of this mortgage as to any of the Obligations. The timing of the payment of such mortgage taxes shall be in the sole discretion of Mortgagee and at the cost of Mortgagors.
7. **ASSIGNMENT OF RENTS.** Mortgagee shall, regardless of the existence of a default under this mortgage, be entitled as a matter of right, without notice to any party be a receiver or appoint a receiver of the rents, issues and profits of the Property, with power to lease and control the Property and with such other powers as may be deemed necessary in the sole judgment of Mortgagee, and that the reasonable attorney fees and receiver fees and costs shall, among other expenses and costs, be allowed and paid out of such rents, issues, and profits or out of the proceeds of the sale of the Property. Mortgagee is granted an irrevocable power of attorney coupled with an interest to communicate with all service providers, tenants, and obtain all documents related thereto. Mortgagee is irrevocably authorized to collect all rents, endorse the name of Mortgagor to all rent checks or other instruments, receive and arrange for the transfer of any tenant deposits, and do all things necessary, in the sole judgment of Mortgagee to administer the Property.
8. **HEIRS AND SUCCESSORS.** That all the covenants and agreements of the Mortgagors and Debtors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors or assigns of the Mortgagee. Mortgagee may assign this mortgage and the Obligations secured by the same at any time without notice to Mortgagors.
9. **MECHANICS LIENS.** The Obligations hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama, laws of the United States or other applicable law relating to liens of mechanics and materialmen or taxes, without regard to the form and contents of such statement and without regard to the existence, non-existence, or validity of the debt of any part thereof, or of the lien on which such statement is based. Mortgagors shall indemnify and defend Mortgagee from all claims, demands and expenses arising from or related to such liens and claims.

10. **DUE ON SALE.** During the existence of this mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the Property, or any part thereof, without the advance written consent of the Mortgagee, the Mortgagee may, at its option, declare the Obligations secured by this mortgage, with the interest at the interest rates applicable to each of the Obligations, and any other charge against the Property under the terms of this mortgage, due and payable, and upon such declaration and without notice to any person this mortgage shall be subject to immediate foreclosure.
11. **ATTORNEY FEES AND EXPENSES.** All expenses incurred by the Mortgagee, including attorney's fees, in the enforcement of this mortgage, collection of rents, appointment of a receiver, collection of insurance proceeds, and in compromising, adjusting or defending against taxes, liens, claims or encumbrances sought to be fixed upon the Property, whether such claims or encumbrances be valid or not, shall become a part of the Obligations hereby secured, and shall accrue interest at the highest legal rate from the date of payment of such expense. Mortgagors agree to pay a reasonable attorney fee equal to 15% of all unpaid Obligations secured by this mortgage to the Mortgagee, should the Mortgagee employ an attorney to foreclose this mortgage except to the extent such Obligations arise for personal, family or household purposes in which event such attorney fees shall be allowed in such amounts as provided under the documents creating such Obligations.
12. **WAIVER OF EXEMPTIONS.** Mortgagors hereby waive, unless otherwise prohibited by law, all right of exemption as to homestead and as to personal property under the laws of Alabama or any other State or of the United States as to the Property and any of the items secured or that may be secured by terms of this mortgage. Mortgagors waive the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the sale of the property conveyed hereby be set off against any part of the debt or Obligations secured hereby.
13. **CONSTRUCTION.** Plural or singular words used herein to designate Mortgagors shall be construed to refer to the maker of this mortgage, whether one or more persons, a corporation, limited liability company, limited partnership or other legal entity.
14. **ENVIRONMENTAL MATTERS.** The Property does not now contain and shall not contain in the future, while any part of the Obligations secured by this mortgage is unpaid: (a) any underground storage tanks, (b) asbestos in any form, (c) urea formaldehyde foam insulation, or (d) any other chemical material or substance the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Property or the owners of the property adjacent thereto. Mortgagors further presents and warrants: (a) that the Property complies in all respects with applicable environmental laws, regulations and/or court or administrative orders, (b) that there are no pending claims or threats of claims by private or government or administrative authorities relating to environmental impairment or regulatory requirements; and, (c) that there are no areas on, under or above the Property where hazardous substances have been disposed of, released or found. Mortgagors hereby agree to give immediate oral and written notice to Mortgagee of receipt of any notice of a violation of any law, standard or regulation referred to or covered by this paragraph. Mortgagors hereby agree to indemnify and hold harmless Mortgagee from all loss, cost, damage, claim, attorney fees and expense incurred by Mortgagee on account of Mortgagor's violation of any representation or warranty set forth in this paragraph, or of Mortgagor's failure to perform any obligations required under this paragraph, or of Mortgagor's or the failure of the Property to comply fully with all environmental laws, rules and regulations. This indemnification shall survive the release of this mortgage, closing of any loan, payment of the Obligations secured by this mortgage and the exercise of any right or remedy under any loan document executed hereunder. All costs and expenses of Mortgagee incurred under this paragraph, including reasonable attorney fees, shall constitute a part of the Obligations secured by this mortgage and interest shall accrue thereon at the highest legal rate from the date of payment of such cost or expense by Mortgagee.
15. **BANKRUPTCY.** In the event the Debtors or Mortgagors becomes a debtor under the United States Bankruptcy Code and seek to cure any payment arrearage or delinquency through any plan, the amount of such arrearage or delinquency including all attorney fees and costs incurred by Mortgagee in said bankruptcy proceeding shall accrue interest at the contract rate applicable to the instruments upon which the Obligations are based. Mortgagors waive as to all creditors in such bankruptcy proceeding any right of exclusivity to file or seek to confirm any plan of reorganization under the Bankruptcy Code.
16. **CONDEMNATION.** In the event that the Property, or any part thereof, is taken under the power of eminent domain, the award shall be promptly disbursed to Mortgagee for application against the Obligations secured hereby and Mortgagors grant to the Mortgagee an irrevocable power or attorney coupled with an interest to take all actions on behalf of Mortgagors to collect and receive and apply such condemnation award.
17. **WAIVER OF TRIAL BY JURY: MORTGAGORS, DEBTORS AND MORTGAGEE EXPRESSLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY MATTER ARISING FROM OR RELATED TO THIS MORTGAGE, THE OBLIGATIONS AND THE ACTS OF MORTGAGEE AND ITS OFFICERS, AGENTS AND ATTORNEYS IN THE ENFORCEMENT THEREOF AND IN THE COLLECTION AND ENFORCEMENT OF THE OBLIGATIONS.**

18. **APPLICABLE LAW.** This mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Alabama. Subject to the provisions of the WAIVER OF TRIAL BY JURY this mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.
19. **CAPTION HEADINGS.** Caption headings in this mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this mortgage.
20. **SEVERABILITY.** If a court of competent jurisdiction finds any provisions of this mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable.
21. **REVOLVING LINE OF CREDIT.** If the Obligations secured by this Mortgage includes a revolving line of credit, including, but not limited to, a Home Equity Line of Credit, then although the line of credit may be reduced to a zero balance, this Mortgage will remain in effect until all Obligations secured hereby have been paid in full and all underlying agreements have been terminated in writing by Mortgagee.
22. This mortgage matures upon the earlier of acceleration by Mortgagee under the terms of the note or other documents evidencing the indebtedness or thirty (30) years from the date of this Mortgage.

UPON CONDITION, HOWEVER, that if the Obligations hereby secured, shall be well and truly paid and discharged which in addition to interest, set forth above shall include payment of taxes, insurance, attorney fees, the satisfaction of prior encumbrances and any other past, existing or future indebtedness or Obligations owed to the Mortgagee by the Debtors, Mortgagors or any of them with interest thereon (subject to any required notice or right of rescission as to any future indebtedness incurred for personal, family or household uses), as the same shall become due and payable and shall in all things do and perform all acts and agreements by Mortgagors herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void except as to those provisions in paragraphs 1, 2, 3, 14 and 17 which survive the satisfaction of this mortgage; but should default be made in the payment of the Obligations or any other amounts hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to, in the sole judgment of Mortgagee, endanger the Obligations hereby secured, or should a petition to condemn any part of the Property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the Obligations hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the Property shall be charged against the owner of this mortgage or should at any time of any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors or Debtors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events all of the Obligations hereby secured or portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to immediate foreclosure at the option of the Mortgagee, notice of the exercise of such foreclosure option being hereby expressly waived by Mortgagors and Debtors; and the Mortgagee shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession to sell the same before the main County Court House door in the County, wherein the Property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or holder of the Obligations and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying, including attorneys fees as provided herein; second, to the payment of any amounts that have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other encumbrances, charges, liens or debts, with interest thereon; third, to the payment of the Obligations hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or at the sole option of Mortgagee or auctioneer as otherwise provided by law. The Mortgagee as well as any affiliate of Mortgagee may bid and become the purchaser of the Property at any foreclosure sale thereunder. The Mortgagors and Debtors expressly waive any requirement that the Property be offered for sale at foreclosure by parcel, lot, tract or any combination thereof and expressly and irrevocably authorize the sale of the Property in its entirety for a single bid amount.

Mortgagors acknowledge having read all the provisions of this mortgage, and Mortgagors agree to its terms. This mortgage is given under seal and it is intended that this mortgage is and shall constitute and have the effect of a sealed instrument according to law.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

IN WITNESS WHEREOF, the undersigned have/has executed this Mortgage under seal this the 25th day of October, 2022.

(Mortgagor)

(Mortgagor)

(Mortgagor)

(Mortgagor)

(Mortgagor)

(Mortgagor)

DAVY CROCKETT DEVELOPMENT, LLC
(Corporate or other Entity)

By:

JORDAN W. WINFORD

Its: Member

By:

ZACHARY L. CLEMENT

Its: Member

By:

By:

Its:

Its:

By:

By:

Its:

Its:

CERTIFICATE

STATE OF ALABAMA

§

Shelby

COUNTY §

In compliance with Alabama Code Section 40-22-2 (1975), the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is \$ 367,000.00 upon which the mortgage tax is paid herewith, and that said owner agrees any other existing debts, Obligations, and additional or subsequent advances made under this mortgage will be subject to the mortgage tax thereon and shall thereafter endeavor to pay such taxes to the appropriate Judge of Probate office no later than each September hereafter or a document evidencing such advances may be provided to said office and the recording fee and tax applicable thereto paid. So long as such taxes are subsequently paid at any time as to this mortgage or any other instrument by said owner all Obligations due said owner shall be secured under the terms of this mortgage.

Mortgagee: West Alabama Bank & Trust

By:

WILLIAM R. FINNEY

Its: CEO

WEST ALABAMA BANK & TRUST

NMLS ID # 486007

Loan Originator WILLIAM R. FINNEY

NMLS ID # 629654

Individual(s) Acknowledgment(s)

STATE OF ALABAMA §
PICKENS COUNTY §

I, Charles D. Stewart, Jr., a Notary Public in and for said County, in said State, hereby certify that JORDAN W. WINFORD whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25TH day of OCTOBER, 2022.

Notary Public
My Commission Expires: 4-30-24

Individual(s) Acknowledgment(s)

STATE OF ALABAMA §
PICKENS COUNTY §

I, Charles D. Stewart, Jr., a Notary Public in and for said County, in said State, hereby certify that ZACHARY L. CLEMENT whose name(s) is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25TH day of OCTOBER, 2022.

Notary Public
My Commission Expires: 4-30-24

Other Entity Acknowledgment

STATE OF ALABAMA §
Shelby COUNTY §

I, Charles D. Stewart, Jr., a Notary Public in and for said County, in said State, hereby certify that Jordan W. Winford and Zachary L. Clement whose name(s) as partner(s), member(s), manager(s) of Davy Crockett Development, LLC, a partnership, limited partnership or limited liability company signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they in such representative capacity and with full authority, executed the same voluntarily for and as the act of said partnership, limited partnership or limited liability company on the day the same bears date.

Given under my hand and official seal, this the 25th day of October, 2022.

Notary Public
My Commission Expires: 4-30-24

Corporate Acknowledgement

STATE OF ALABAMA §
COUNTY §

I, _____, a Notary Public, in and for said county in said State, hereby certify that _____, whose name(s) as _____ Members, of _____ a corporation is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, as such officer with full authority, he/she/they executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this the _____ day of _____, _____.

Notary Public
My Commission Expires: _____

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EXHIBIT A

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 22 and the SW 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 3 west, Shelby County, Alabama, more particularly described as follows:

Commence for the point of beginning at the south west corner of lot 15 Dearing Downs 2nd Addition as recorded in Map Book 9, page 33, said point being on the North right of way of Town House Road; run thence North 24 degrees 10 minutes 35 seconds West for 143.25 feet; run thence North 53 degrees 28 minutes 50 seconds East for 234.63 feet to the centerline of a 100 foot Alabama Power Company easement; run thence North 23 degrees 21 minutes 00 seconds West along said centerline for 1076.82 feet; run thence North 88 degrees 54 seconds 8 minutes West for 15.47 feet; run thence North 00 degrees 07 minutes 33 seconds East for 206.56 feet to the south east corner of Dearing Downs 3rd Addition as recorded in Map Book 9, page 33; run thence North 89 degrees 52 minutes 28 seconds West along the south line of said 8th Addition for 475.59 feet to the East right of way of Shelby County Highway 93; run thence South 21 degrees 02 minutes 36 seconds East along said right of way for 520.50 feet; run thence South 32 degrees 21 minutes 12 seconds East along said right of way for 50.99 feet; run thence South 21 degree 02 minutes 36 seconds East along said right of way for 378.20 feet; run thence South 68 degrees 57 minutes 24 seconds west along said right of way for 10.00 feet; run thence in a Southeasterly direction along said right of way and a curve to the right having a radius of 2904.79 feet for an arc distance of 271.80 feet; run thence South 26 degrees 44 minutes 20 seconds East along said right of way for 49.99 feet; run thence in a southeasterly direction along said right of way and a curve to right having a radius of 2914.79 feet for an arc distance of 50.00 feet; run thence South 02 degrees 12 minutes 45 seconds East along said right of way for 52.33 feet; run thence in a Southeasterly direction along said right of way and a curve to the right having a radius of 2904.79 feet for an arc distance of 508.01 feet to a point on the North right of way of the above mentioned Townhouse Road; run thence in a Northeasterly direction along said Townhouse Road and a curve to the left having a radius of 25.00 feet for an arc distance of 38.78 feet; run thence North 88 degrees 24 minutes 51 seconds East along said right of way of Townhouse Road for 34.85 feet; run thence in a Northeasterly direction along said right of way and a curve to the left having a radius of 161.66 feet for an arc distance of 159.02 feet; run thence North 32 degrees 03 minutes 19 seconds East along said right of way for 62.77 feet; run thence in a Northeasterly direction along said right of way and a curve to the right having a radius of 151.28 feet for an arc distance of 113.08 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED 10 PARCELS OF LAND:**Less and Except No. 1**

A parcel of land located in Section 22, 23, 26 and 27, Township 20 South, Range 3 West, more particularly described as follows: Begin at the SW corner of Lot 15, Block 4 Dearing Downs Second Addition, as recorded in Map Book 9, page 33 in the Office of the Judge of Probate of Shelby County, Alabama; thence in a northwesterly direction along the Westerly line of said Lot 15, a distance of 239.84 feet to a point on a curve, having a radius of 116.68 feet thence 133 deg. 24 min. 48 sec. left to tangent of said curve, in a southwesterly direction along said curve to the right, a distance of 63.35 feet to end of said curve; thence in a southwesterly direction along a line tangent to said curve a distance of 16.06 feet to the beginning of a curve to the right, having a radius of 332.13 feet; thence in a southwesterly direction along said curve, a distance of 163.65 feet to end of said curve; thence 90 deg. left, in a southeasterly direction a distance of 11.00 feet; thence 90 deg. right, in a southwesterly direction a distance of 15.44 feet to the beginning of a curve to the left, having a radius of 25.00 feet; thence in a southwesterly direction along said curve, a distance of 38.83 feet to end of said curve; said point also being on the Easterly right of way line of Shelby County Highway No. 93, said point also being on a curve, having a radius of 2845.83 feet; thence in a southeasterly direction along said curve to the right, and along said right of way line a distance of 231.61 feet to end of said curve, said point also being the beginning of a curve to the left, having a radius of 25.00 feet; thence in a southeasterly direction and along said curve to the left, a distance of 38.84 feet to end of said curve, said point also being of the Northerly right of way line of Townhouse Road; thence in a easterly direction along a line tangent to said curve and along said right of way line a distance of 33.64 feet to the beginning of a curve to the left, having a radius of 161.66 feet, thence in a northeasterly direction along said curve to the left and along said right of way line a distance of 159.02 feet to end of said curve; thence continue in a northeasterly direction along a line tangent to said curve and along said right of way line a distance of 64.77 feet to the beginning of a curve to the right, having a radius of 151.28 feet; thence in a northeasterly direction along said curve to the

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right and along said right of way line, a distance of 113.09 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 2

Commence at the SW corner of Lot 1, Dearing Downs 8th Addition as recorded in Map Book 10, page 42 in the Office of the Judge of Probate, Shelby County, Alabama; said point lying on the Easterly R.O.W. line of Shelby County Highway No. 95 (80' R.O.W.), in a southerly direction along the easterly R.O.W. line of Shelby County Highway No. 95 a distance of 330.91 feet to the point of beginning; thence continue along last described course a distance of 25.96 feet; thence 10 deg. 48 min. 53 sec. left along said R.O.W. a distance of 51.18 feet; thence 10 deg. 52 min. 43 sec. right along said R.O.W. line a distance of 27.77 feet; thence leaving said R.O.W. line 90 deg. 03 min. 50 sec. left in an easterly direction a distance of 119.54 feet; thence 91 deg. 50 min. 30 sec. left a distance of 140.07 feet; thence 88 deg. 09 min. 30 sec. left in a westerly direction a distance of 84.61 feet; thence 90 deg. left in a southerly direction a distance of 11.00 feet; thence 90 deg. right in a westerly direction a distance of 15.00 feet to the beginning of a curve to the left having a radius of 25.00 feet and a central angle of 90 deg.; thence along the arc of said curve a distance of 39.27 feet to the end of said curve and the point of beginning.

Less and Except No. 3

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the most Westerly corner of Lot 7, Block 4, Dearing Downs, Second Addition as recorded in Map Book 9, page 33 in the Office of the Judge of Probate, Shelby County, Alabama; thence South 25 deg. 00 min. 00 sec. East along the Westerly boundary line of said Lot 7, a distance of 100.06 feet (100.0 feet map) to the most Southerly corner of said Lot 7; thence continue along last described course a distance of 212.54 feet to a point on the Westerly line of Lot 9, Block 4, of said Dearing Downs; thence South 65 deg. 00 min. 00 sec. West a distance of 222.63 feet to a point on the Westerly right of way line of Village Parkway (28 feet right of way) and the point of beginning; thence South 23 deg. 57 min. 34 sec. East along said Westerly right of way line a distance of 49.75 feet to the beginning of a curve to the right having a radius of 88.68 feet, a central angle of 73 deg. 50 min. 53 sec. and subtended by a chord which bears South 13 deg. 57 min. 53 sec. West a distance of 109.01 feet; thence along the arc of said curve and said right of way line a distance of 117.39 feet to the end of said curve; thence South 51 deg. 53 min. 19 sec. West along the Northerly right of way line of said Village Parkway a distance of 16.06 feet to the beginning of a curve to the right having a radius of 304.13 feet, a central angle of 13 deg. 36 min. 32 sec. and subtended by a chord which bears South 58 deg. 41 min. 35 sec. West a distance of 72.07 feet; thence along arc of said curve and said right of way line, a distance of 72.24 feet; thence leaving said right of way line North 19 deg. 20 min. 55 sec. East a distance of 162.00 feet; thence North 71 deg. 08 min. 42 sec. East a distance of 141.59 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 4

A parcel of land situated in Section 22 and 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of Lot 15, Block 4, Dearing Downs 2nd Addition as recorded in Map Book 9, Page 33 in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of said Lot 15 for a distance of 239.72 feet to a point; thence turn an angle to the left of 43 degrees 14 minutes 47 seconds and run in a Northwesterly direction for a distance of 28.00 feet to a point on a curve to the left having a central angle of 44 degrees 46 minutes 45 seconds and a radius of 88.68 feet; thence turn an angle to the right of 0 degrees 00 minutes 00 seconds to the radius of said curve and run in a Northeasterly direction along the arc of said curve for a distance of 69.31 feet to a point; thence run tangent to last stated curve for a distance of 137.53 feet to a point on a curve to the left having a central angle of 7 degrees 36 minutes 08 seconds and a radius of 738.57 feet; thence run in a Northwesterly direction along the arc of said curve for a distance of 98.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Southwesterly direction for a distance of 31.00 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 16.05 feet to the point of beginning; thence continue along last stated course for a distance of 130.62 feet to a point; thence turn an angle to the right of 10 degrees 39 minutes 44 seconds and run in a Northwesterly direction for a distance of 35.90 feet to a point; thence turn an angle to the left of 89 degrees 49 minutes 48 seconds and run in a Southwesterly direction for a distance of 137.84 feet to a point on a curve to the right having a central angle of 2 degrees 47

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minutes 12 seconds and a radius of 2826.51 feet, said point being on the Northeast right of way of Shelby County Highway No. 95; thence turn an angle to the left of 88 degrees 00 minutes 30 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said right-of-way for a distance of 142.34 feet to a point; thence turn an angle to the left of 6 degrees 28 minutes 42 seconds from the chord of last stated curve and run in a Southeasterly direction along said right-of-way for a distance of 22.50 feet to a point; thence turn an angle to the left of 85 degrees 40 minutes 34 seconds and run in a Northeasterly direction leaving said right-of-way for a distance of 165.68 feet to the point of beginning; being situated in Shelby County, Alabama.

Lease and Except No. 5

A parcel of land located in Section 22, Township 20 South, Range 3 West, more particularly described as follows: Commence at the most southerly corner of Lot 10, Block 4, of Dearing Downs Second Addition as recorded in Map Book 9, page 33 in the Office of the Judge of Probate of Shelby County, Alabama; thence in a Northwesterly direction along the Southwesterly line of said Block 4, a distance of 1076.88 feet; thence 65 degrees 41 minutes 27 seconds left, in a Westerly direction a distance of 15.47 feet; thence 89 degrees 01 minutes 51 seconds right, in a Northerly direction a distance of 100.08 feet to the point of beginning; thence continue along last described course a distance of 106.48 feet; thence 89 degrees 52 minutes 26 seconds left, in a Westerly direction a distance of 407.97 feet to a point on the Southwesterly line of a 30 foot wide Plantation Pipeline Easement; thence 126 degrees 44 minutes 10 seconds left; in a Southwesterly direction along said easement, a distance of 184.80 feet; thence 13 degrees 39 minutes 38 seconds right, in a Southeasterly direction along said easement, a distance of 64.28 feet; thence 91 degrees 50 minutes 30 seconds left, in a Northeasterly direction a distance of 17.51 feet to the beginning of a curve to the left, having a radius of 25 feet; thence in a Northeasterly direction along said curve a distance of 40.26 feet to end of said curve; thence 90 degrees right from tangent to said curve, in a Northeasterly direction a distance of 28.00 feet; thence 90 degrees right, in a Southeasterly direction a distance of 40.58 feet; thence 90 degrees left, in a Northeasterly direction a distance of 218.56 feet to the point of beginning; being situated in Shelby County, Alabama.

Lease and Except No. 6

A parcel of land located in the SE 1/4 of Section 22 and the SW 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the most southerly corner of Lot 2, Dearing Downs, 2nd Addition as recorded in Map Book 9, Page 33, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 25 deg. 00 min. 00 sec. West along the West line of said Lot 2 a distance of 54.81 feet to the point of beginning; thence continue along last described course a distance of 103.22 feet; thence South 88 deg. 41 min. 03 sec. West a distance of 15.51 feet (meas) 16.46 feet (map); thence South 72 deg. 25 min. 44 sec. West a distance of 86.34 feet (meas) 86.54 feet (map); thence South 66 deg. 40 min. 44 sec. West a distance of 99.00 feet to the Northeasterly right of way line of Village Parkway (28 foot ROW) as shown on boundary map prepared by Reynolds and Rawson, Inc. dated 01/09/90; thence South 24 deg. 53 min. 52 sec. East and along said ROW line a distance of 123.00 feet; thence leaving said ROW line North 63 deg. 06 min. 08 sec. East a distance of 193.01 feet to the point of beginning; being situated in Shelby County, Alabama.

Lease and Except No. 7

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of Lot 10, Block 4, Dearing Downs 2nd Sector as recorded in Map Book 9, on page 33, in the Office of the Judge of Probate, Shelby County, Alabama, and run in a Northwesterly direction along the Southwest line of Lots 10 through 6 in said Dearing Downs 2nd Sector for a distance of 545.16 feet to a point; thence turn an angle to the left of 85 deg. 29 min. 14 sec. and run in a Southwesterly direction for a distance of 258.77 feet to the point of beginning; thence continue along last stated course for a distance of 108.34 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. and run in a Northwesterly direction for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Southwesterly direction for a distance of 15.42 feet to a point on a curve to the right having a central angle of 89 deg. 01 min. 46 sec. and a radius of 25.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.85 feet to a point on a reverse curve to the left

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having a central angle of 1 deg. 15 min. 46 sec. and a radius of 2926.51 feet, said point being on the Northeast right-of-way line of Shelby County Highway No. 95; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right-of-way line for a distance of 64.50 feet to a point; thence turn an angle to the right of 90 deg. 00 min. 00 sec. from the tangent of last stated curve and run in a Northeasterly direction along said right-of-way line for a distance of 10.00 feet to a point; thence turn an angle to the left of 90 deg. 00 min. 00 sec. and run in a Northwesterly direction along said right-of-way line for a distance of 31.90 feet to a point; thence turn an angle to the right of 92 deg. 14 min. 00 sec. and run in a Northeasterly direction leaving said right-of-way line for a distance of 163.90 feet to a point on the Southwesterly right-of-way line of Village Parkway, said point being on a curve to the right having a central angle of 0 deg. 24 min. 55 sec. and a radius of 1379.84 feet; thence turn an angle to the right of 89 deg. 19 min. 37 sec. to the chord of said curve and run in a Southeasterly direction along the arc of said curve and also along said Southwest right-of-way line for a distance of 10.00 feet to a point; thence run tangent to last stated curve in a Southeasterly direction along said Southwest right-of-way line for a distance of 97.11 feet to a point on a curve to the right having a central angle of 90 deg. 27 min. 55 sec. and a radius of 25.00 feet; thence run in a Southeasterly to Southwesterly direction along the arc of said curve for a distance of 39.47 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 8

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follow: Commence at the Southwest corner of Lot #10, Block #4, Dearing Downs 2nd Sector as recorded, in Map Book 9, on page 33, in the Office of the Judge of Probate, Shelby County, Alabama and run in a Northwesterly direction along the Southwest line of Lots 10 through 6 in said Dearing Downs 2nd Sector for a distance of 545.18 feet to a point; thence turn an angle to the left 85 degrees 29 minutes 14 seconds and run in a Southwesterly direction for a distance of 367.11 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 15.42 feet to a point on a curve to the right having a central angle of 89 degrees 01 minutes 46 seconds and a radius of 25.0 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.25 feet to a point on a reverse curve to the left having a central angle of 0 degrees 37 minutes 53 seconds and a radius of 2926.51 feet said point being on the Northeast right of way line of Shelby County Highway No. 95; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right of way line for a distance of 64.50 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Northeasterly direction along said right of way line for a distance of 10.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Northwesterly direction along said right of way line for a distance of 31.90 feet to the point of beginning; thence turn right 92 degrees 14 minutes 00 seconds (measured) 92 degrees 24 minutes 35 seconds and run in a Northeasterly direction leaving said right of way line for a deed distance of 163.90 feet (measured 166.27 feet) to a point on the Southwesterly right of way line of Village Parkway, said point being on a curve to the left having a central angle of 3 degrees 41 minutes 52 seconds and a radius of 1393.84 feet, an arc length of 89.96 feet on a chord turn left 92 degrees 38 minutes 56 seconds and follow along the Southwesterly right of way line of said Village Parkway on a chord distance of 89.94 feet to a point on the Southwesterly right of way of said Parkway; thence turn left 1 degree 50 minutes 56 seconds from tangent; thence run Northwesterly along said right of way for a distance of 235.58 feet to a point on the Southwesterly right of way line of said Village Parkway; thence turn left and leaving said right of way line 87 degrees 31 minutes 59 seconds and run Southwesterly for a distance of 157.17 feet to the Northeasterly right of way line of Shelby County Highway # 95; thence turn left 90 degrees 22 minutes 44 seconds and run in a Southeasterly along the Northeasterly right of way line of said County Highway # 95 a distance of 319.41 feet to the point of beginning; being situated in Shelby County, Alabama.

Less and Except No. 9

A parcel of land situated in Sections 22 and 23, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at an iron pin found at the Southwest corner of Lot 15, Block 4, Dearing Downs 2nd Addition as recorded in Map Book 9, page 33, in the Office of the Judge of Probate, Shelby County, Alabama; thence run in a Northwesterly direction along the Southwest line of said Lot 15 for a distance of 239.72 feet to a point on a curve to the right having a central angle of 31 degrees 04 minutes 07

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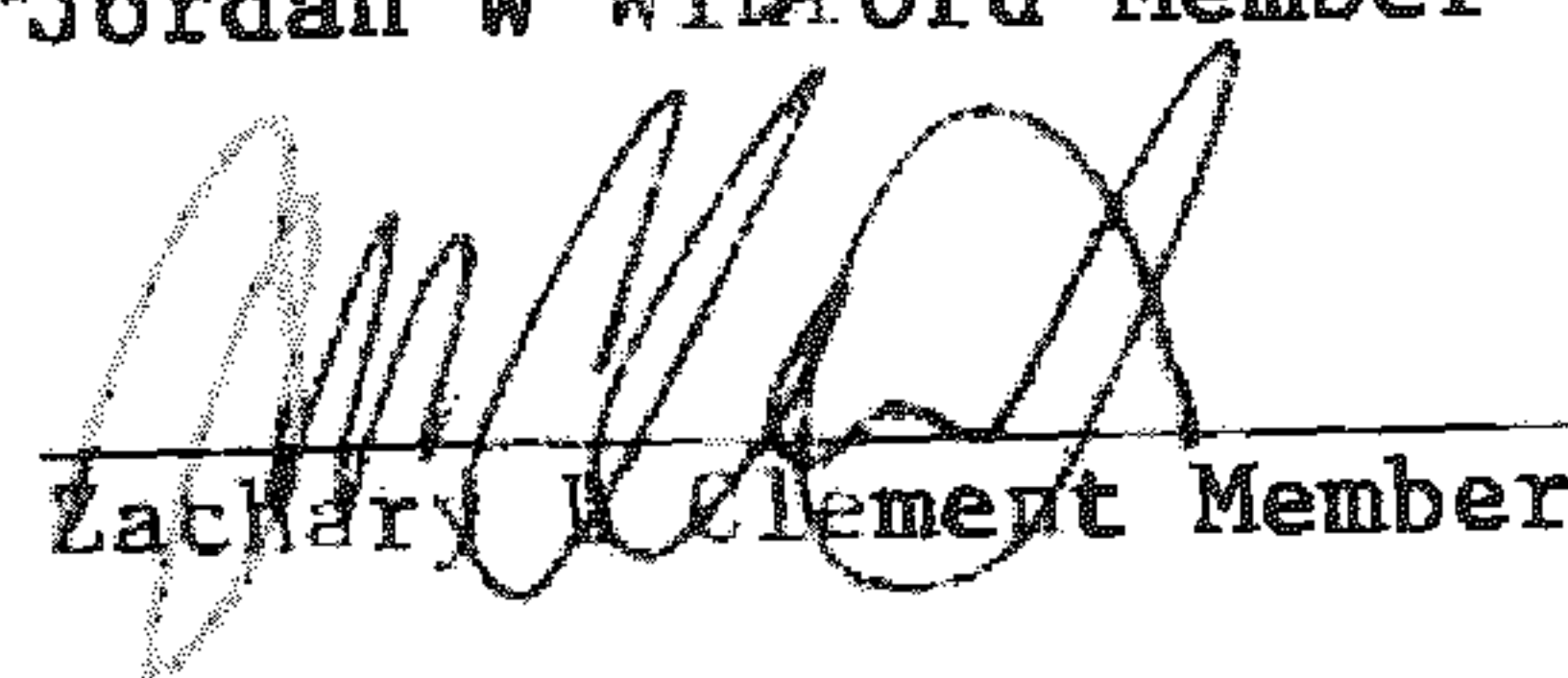
seconds and a radius of 116.68 feet; thence turn an angle to the left of 43 deg. 14 minutes 47 seconds to the radius of said curve and run in a Southwesterly direction along the arc of said curve for a distance of 63.27 feet to a point; thence run tangent to last stated curve for a distance of 16.06 feet to a point of a curve to the right having a central angle of 28 degrees 13 minutes 52 seconds and a radius of 332.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 163.65 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a Northwesterly direction for a distance of 28.00 feet to the point of beginning; thence continue along last stated course for a distance of 11.00 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southwesterly direction for a distance of 15.44 feet to a point on a curve to the right having a central angle of 89 degrees 00 minutes 08 seconds and a radius of 25.00 feet; thence run in a Southwesterly to Northwesterly direction along the arc of said curve for a distance of 38.83 feet to a point on the Northeast right-of-way of Shelby County Highway No. 95, said point being on a reverse curve to the left having a central angle of 2 degrees 23 minutes 56 seconds and a radius, of 2845.83 feet; thence run in a Northwesterly direction along the arc of said curve and also along said Northeast right-of-way for a distance of 119.15 feet to a point; thence turn an angle to the right of 83 degrees 13 minutes 22 seconds from the chord of last stated curve and run in a Northeasterly direction for a distance of 96.31 feet to a point; thence turn an angle to the right of 89 degrees 30 minutes 22 seconds and run in a Southeasterly direction for a distance of 162.00 feet to a point on a curve to the right having a central angle of 14 degrees 37 minutes 20 seconds and a radius of 304.13 feet; thence run in a Southwesterly direction along the arc of said curve for a distance of 77.62 feet to the point of beginning; being situated in Shelby County, Alabama.

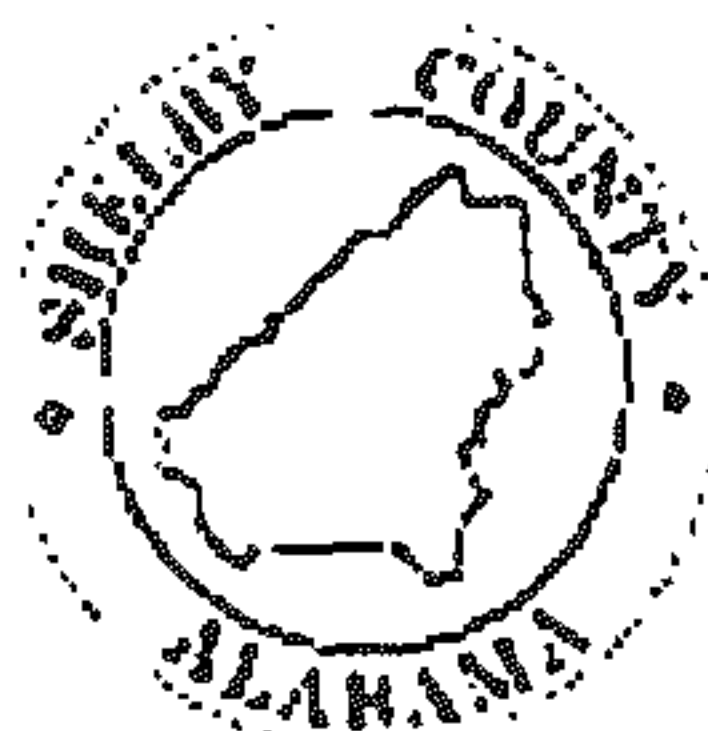
Less and except No. 10

A parcel of land located in Section 22, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:
Commence at the most southerly corner of Lot 10, Block 4 of Dearing Downs, Second Addition, as recorded in Map Book 9, Page 33, in the Office of the Judge of Probate in Shelby County, Alabama; thence in a northwesterly direction along the southwesterly line of said Block 4, a distance of 1,076.88 feet; thence 65 deg. 41 min. 27 sec. left in a westerly direction a distance of 15.47 feet to the Point of Beginning; thence 89 deg. 01 min. 51 sec. right in a northerly direction a distance of 100.08 feet; thence 113 deg. 23 min. 05 sec. left in a southwesterly direction a distance of 218.58 feet; thence 90 deg. left in a southeasterly direction a distance of 78.30 feet; thence 88 deg. 24 min. left in a northeasterly direction a distance of 93.01 feet; thence 5 deg. 06 min. 58 sec. right in a northeasterly direction a distance of 86.54 feet to the Point of Beginning; being situated in Shelby County, Alabama.

Signed for identification purposes only:

Davy Crockett Development LLC


Jordan W Winford Member

Zachary L Clement Member



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Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
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Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
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Allen S. Bayl

Allen S. Bayl