

20230728000227300
07/28/2023 01:10:36 PM
MORTAMEN 1/12

THIS INSTRUMENT WAS PREPARED
WITH THE ADVICE OF ALABAMA COUNSEL
BY AND AFTER RECORDING, RETURN TO:

Tracey Harton Poole, Esq.
McClure & Kornheiser, LLC
6400 Powers Ferry Road, Suite 150
Atlanta, Georgia 30339

THIS DOCUMENT IS GIVEN, AND RECORDED, *SOLELY TO REFLECT AN INCREASE* IN THE AMOUNT OF THE ORIGINAL NOTE (AS DESCRIBED BELOW) PREVIOUSLY GIVEN BY BORROWER (AS IDENTIFIED BELOW) TO LENDER (AS IDENTIFIED BELOW) *FROM* \$24,500,000.00 *TO* THE AMOUNT OF \$26,450,000.00, WHICH ORIGINAL NOTE IS SECURED BY A MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (THE “MORTGAGE”) RECORDED AS INSTRUMENT NO. 20211028000521670 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. MORTGAGE TAX OF \$36,750.00 WAS PAID ON FILING OF THE MORTGAGE. ALTHOUGH THE AMOUNT OF THE ORIGINAL NOTE HAS INCREASED BY \$1,950,000.00, THE MATURITY DATE FOR REPAYMENT OF THE ORIGINAL NOTE REMAINS UNCHANGED AND HAS NOT BEEN EXTENDED. THEREFORE, MORTGAGE TAX ON THE FILING OF THIS INSTRUMENT SHALL BE EQUAL TO \$2,925.00 AS PROVIDED BY SECTION 40-22-2 OF THE CODE OF ALABAMA (1975, AS AMENDED). THIS INSTRUMENT IS DELIVERED TO MODIFY AND AMEND, AND NOT TO PAY, DISCHARGE OR SATISFY, THE MORTGAGE.

Shelby County:
Cross-reference with Instrument No.
20230503000130950 and
20211028000521670

AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND
SECURITY AGREEMENT

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (this “Amendment”) is dated as of July 20, 2023, by and between **MBN 500-1200 BUILDINGS, LLC**, a Delaware limited liability company (“MBN 500”) **MBN 300 BUILDING, LLC**, a Delaware limited liability company (“MBN 300”) (collectively, “Borrower”) and **SOUTHERN STATES BANK** (“Lender”);

W I T N E S S E T H:

WHEREAS, Lender is the holder of that certain Mortgage, Assignment of Rents and Leases and Security Agreement from Borrower, dated October 27, 2021, and recorded as Instrument 20211028000521670, Shelby County, Alabama records, as modified by that certain Amendment to Mortgage, Assignment of Rents and Leases and Security Agreement, dated May 1, 2023, recorded as Instrument 20230503000130950, aforesaid records (collectively, the “Mortgage”), encumbering the real property described on Exhibit “A-1” attached hereto and incorporated herein by reference owned by MBN 500 (the “MBN 500-1200 Collateral”) and on

Exhibit "A-2" attached hereto and incorporated herein by reference owned by MBN 300 (the "MBN 300 Collateral");

WHEREAS, the Mortgage was given to secure Borrower's obligations under that certain Real Estate Note from Borrower to Lender, dated October 27, 2021, in the original principal amount of Twenty-Four Million Five Hundred Thousand and No/100 Dollars (\$24,500,000.00) (the "Note");

WHEREAS, Borrower, Lender and Guarantor (as defined therein) executed that certain Loan Documents Modification Agreement, dated May 1, 2023, which, among other modifications, increased the amount of the Original Note to Twenty-Six Million Four Hundred Fifty Thousand and No/100 Dollars (\$26,450,000.00) (hereinafter referred to as the "First Modification");

WHEREAS, Borrower, Lender and Guarantor (as defined therein) have executed that certain Loan Documents Modification Agreement, dated as of the date hereof, which, among other modifications, releases the MBN 300 Collateral from the Mortgage and the loan documents evidencing, securing or otherwise relating to the Note and MBN 300 as a borrower under the Original Note, as modified by the First Modification and the loan documents evidencing, securing or otherwise relating to the Original Note, as modified by the First Modification (hereinafter referred to as the "Second Modification");

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN AND NO/100THS (\$10.00) DOLLARS in hand paid to each of the parties hereto, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Borrower expressly acknowledges and agrees that the obligations of Borrower under the Original Note, as modified by the First Modification and the Second Modification, are and shall be secured by the Mortgage. Borrower further acknowledges and agrees that contemporaneously herewith, Lender will file a Partial Release of Mortgage releasing the MBN 300 Collateral from the Mortgage and the loan documents evidencing, securing or otherwise relating to the Note and that, after the date hereof, MBN 300 shall no longer be part of the Borrower.
2. Borrower hereby acknowledges, represents and agrees that Borrower has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Original Note, as modified by the First Modification and the Second Modification, or any of the loan documents evidencing, securing or otherwise relating to the Original Note, as modified by the First Modification and the Second Modification, or with respect to any acts or omissions of Lender or any of Lender's past or present officers, agents or employees; and that Borrower does hereby expressly waive, release and relinquish any and all such defenses, setoffs, claims, counterclaims and causes of actions, if any.

3. Except as amended herein, all of the terms of the Mortgage and the loan documents evidencing, securing or otherwise relating to the Note shall be and remain in full force and effect, and shall constitute the legal, valid, binding, and enforceable obligations of Borrower to Lender. The execution and delivery hereof shall not constitute a novation of the Note or modification or novation of the lien and security title of the Mortgage, which lien and security title will retain its priority as originally filed for record. Any references to the Mortgage in the loan documents shall mean and refer to the Mortgage, as amended hereby. Borrower hereby restates, ratifies, and reaffirms each and every term, covenant and condition set forth in the Mortgage, effective as of the date hereof. This Amendment is made and intended as an Alabama contract and shall be so construed.


[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has executed this instrument under seal, by and through its duly authorized representative as of the date first above written.

BORROWER:

Signed, sealed and delivered
in the presence of:

MBN 500-1200 BUILDINGS, LLC, a
Delaware limited liability company


Printed Name: Mary Jo Sheeran

By: BV/SDM Meadow Brook North, LLC,
a Delaware limited liability company,
its Sole Member


Printed Name: Taliana Chernoff

By: SDM MBN Investors, LLC, a Georgia
limited liability company,
its Operating Member

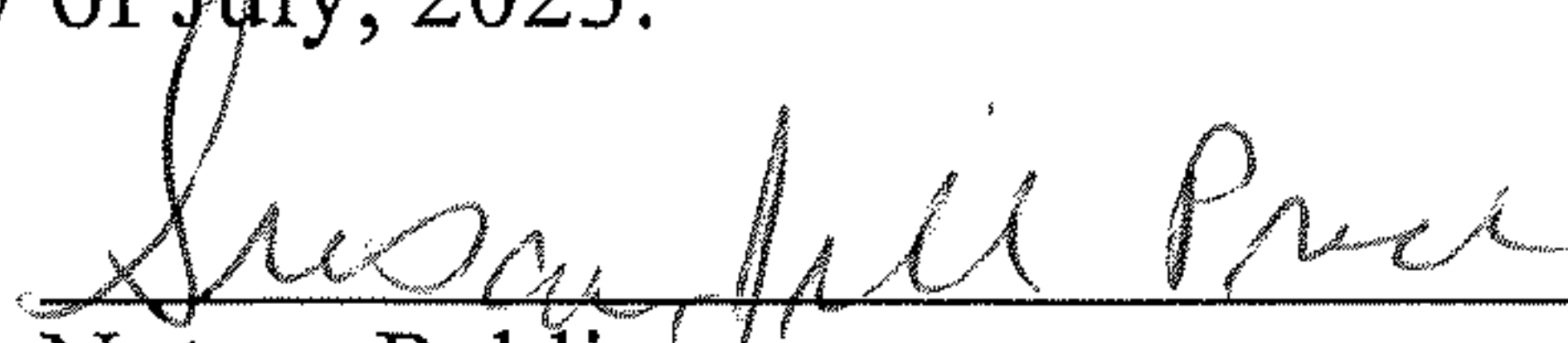
By: McEachern Investments, LLC, a Georgia,
limited liability company, its Manager

By:  (Seal)
Steven D. Martin, Manager

STATE OF Georgia
COUNTY OF Fulton


I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Steven D. Martin, whose name as Manager of McEachern Investments, LLC, a Georgia limited liability company, as Manager of SDM MBN Investors, LLC, a Georgia limited liability company, as Operating Member of BV/SDM Meadow Brook North, LLC, a Delaware limited liability company, as Sole Member of MBN 500-1200 BUILDINGS, 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 said officer thereof, and with full authority, executed the same voluntarily for and as the act of said MBN 500-1200 BUILDINGS, LLC, acting in its capacity as Manager of said limited liability company for and as the act of said limited liability company.

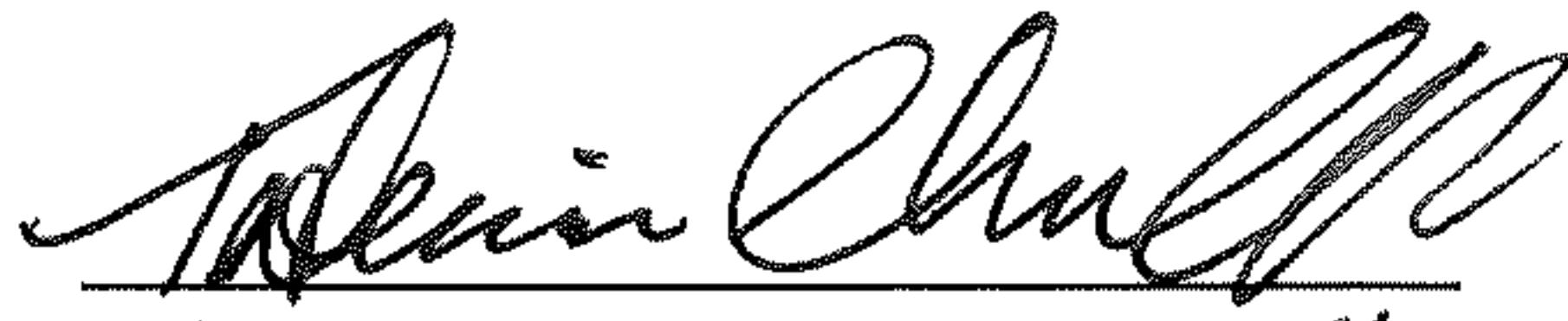
Given under my hand and seal this 18th day of July, 2023.


Notary Public
My Commission Expires: _____

Susan Jill Price
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 11/28/2025

Signed, sealed and delivered
in the presence of:


Printed Name: Mary Jo Sheeran


Printed Name: Tatiana Chernoff

STATE OF Georgia
COUNTY OF Fulton

MBN 300 BUILDING, LLC, a
Delaware limited liability company

By: BV/SDM Meadow Brook, LLC,
a Delaware limited liability company,
its Sole Member

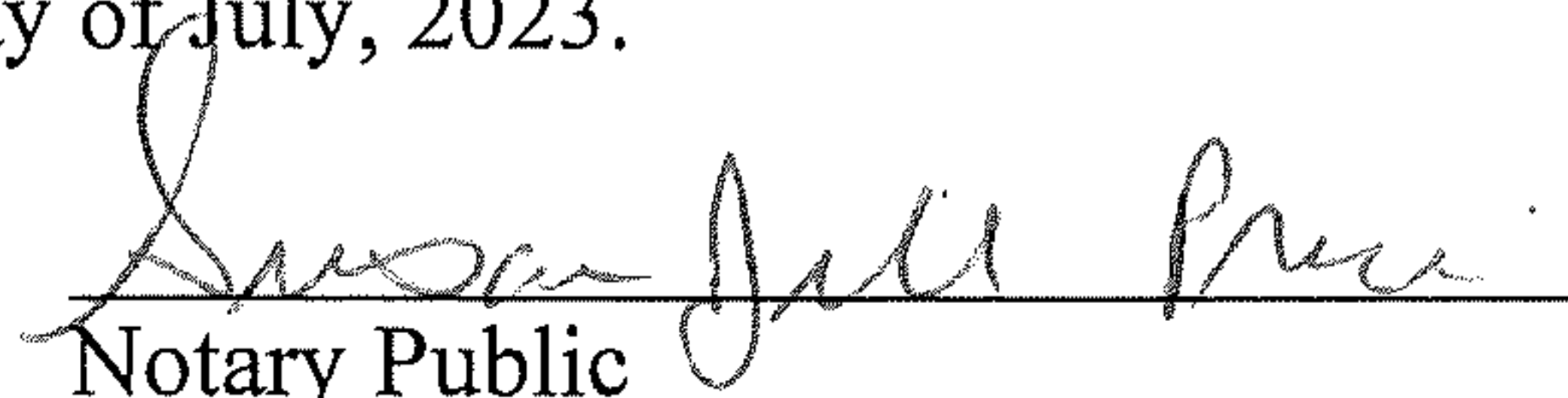
By: SDM MBN Investors, LLC, a Georgia
limited liability company,
its Operating Member

By: McEachern Investments, LLC, a Georgia
limited liability company, its Manager

By:  (Seal)
Steven D. Martin, Manager

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Steven D. Martin, whose name as Manager of McEachern Investments, LLC, a Georgia limited liability company, as Manager of SDM MBN Investors, LLC, a Georgia limited liability company, as Operating Member of BV/SDM Meadow Brook, LLC, a Delaware limited liability company, as Sole Member of MBN 300 BUILDING, 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 said officer thereof, and with full authority, executed the same voluntarily for and as the act of said MBN 300 BUILDING, LLC, acting in its capacity as Manager of said limited liability company for and as the act of said limited liability company.

Given under my hand and seal this 18th day of July, 2023.


Notary Public
My Commission Expires: _____

Susan Jill Price
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 11/28/2025

LENDER:

Signed, sealed and delivered
in the presence of:

SOUTHERN STATES BANK

Mary Jo Sheeran
Printed Name: Mary Jo Sheeran

Tatiana Chernoff
Printed Name: Tatiana Chernoff

By: [Signature]
Name: Will Rivenbark
Title: Senior Vice President

[BANK SEAL]

STATE OF GA
COUNTY OF Fulton

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Will Rivenbark, whose name as Senior Vice President of SOUTHERN STATES BANK, 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 said officer thereof, and with full authority, executed the same voluntarily for and as the act of said company for and as the act of said company.

Given under my hand and seal this 13th day of July, 2023.

[Signature]
Notary Public
My Commission Expires:

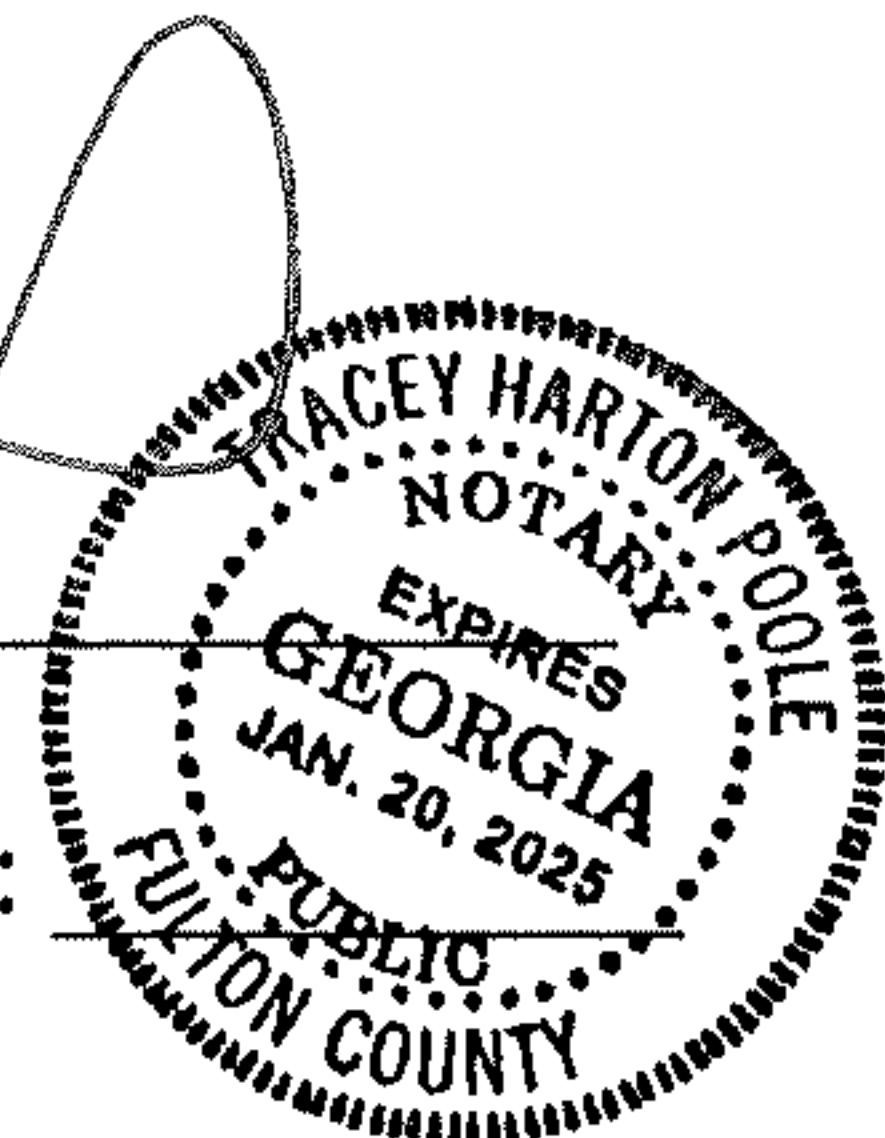


EXHIBIT "A-1"**Legal Description of the MBN 500-1200 Collateral****Parcel One:**

Lot 1, according to the map and survey of Meadow Brook Corporate Park South, Phase I, as recorded in Map Book 11, Page 72, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lot 1, Meadow Brook Corporate Park South, Phase I, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West a distance of 877.24 feet, more or less, along the Southeasterly right-of-way line of U. S. Highway #280 to its intersection with the Easterly right-of-way line of Corporate Parkway; thence South 6 degrees 44 minutes 08 seconds East a distance of 19.02 feet along the right-of-way line of Corporate Parkway to the p.c. (point of curve) of a curve to the right having a radius of 850.00 feet, a central angle of 8 degrees 43 minutes 02 seconds and a chord bearing of South 2 degrees 22 minutes 37 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 129.32 feet to a point; thence North 88 degrees 01 minutes 06 seconds West along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point on a curve to the right having a radius of 496.50 feet, a central angle of 38 degrees 18 minutes 40 seconds and a chord bearing of South 21 degrees 08 minutes 14 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 331.99 feet to a point; thence South 49 degrees 42 minutes 26 seconds East along the right-of-way line of Corporate Parkway a distance of 8.50 feet to a point; thence South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 68.74 feet, more or less, to the point of intersection of the Southwesterly right-of-way line of Corporate Drive, said point being the true point of beginning of the parcel herein described; thence continue South 40 degrees 17 minutes 34 seconds West along the right-of-way line of Corporate Parkway a distance of 126.26 feet to the p.c. (point of curve) of a curve to the left having a radius of 230.00 feet, a central angle of 38 degrees 57 minutes 06 seconds and a chord bearing of South 20 degrees 49 minutes 01 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 156.36 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 1 degrees 20 minutes 28 seconds West along the right-of-way line of Corporate Parkway a distance of 230.53 feet to the p.c. (point of curve) of a curve to the right having a radius of 373.84 feet, a central angle of 34 degrees 32 minutes 50 seconds and a chord bearing of South 18 degrees 36 minutes 53 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 225.41 feet, more or less, to a point, said point being the Northwesterly corner of Lot 11C-1, Meadow Brook Corporate Park South Phase II Resurvey of Lot 11C, as recorded in Map Book 34, Page 65, in the Probate Office of Shelby County, Alabama; thence South 66 degrees 40 minutes 05 seconds East along the property boundary of said Lot 11C-1 a distance of 34.21 feet to the p.c. (point of curve) of a curve to the

left having a radius of 125.02 feet, a central angle of 52 degrees 11 minutes 16 seconds and a chord bearing of North 87 degrees 14 minutes 17 seconds East; thence along the arc of said curve and the property boundary of said Lot 11C-1 and Lot 11C-2 a distance of 113.87 feet to the p.c.c. (point of compound curve) of a curve to the left having a radius of 227.76 feet, a central angle of 4 degrees 55 minutes 10 seconds and a chord bearing of North 58 degrees 41 minutes 04 seconds East; thence along the arc of said curve and the property boundary of said Lot 11C-2 a distance of 19.56 feet to a point; thence North 83 degrees 01 minutes 13 seconds East along the property boundary of said Lot 11C-2 a distance of 67.87 feet, more or less, to the Northernmost corner of Lot 11C-2, said point lying along the boundary of Lot E, according to the map and survey of Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also lying on a curve to the right having a radius of 120.00 feet, a central angle of 76 degrees 00 minutes 05 seconds and a chord bearing of North 55 degrees 09 minutes 48 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 159.18 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 86 degrees 50 minutes 10 seconds East along the boundary of said Lot E a distance of 93.53 feet to the p.c. (point of curve) of a curve to the left having a radius of 250.00 feet, a central angle of 81 degrees 02 minutes 03 seconds and a chord bearing of North 52 degrees 38 minutes 49 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 353.58 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 12 degrees 07 minutes 48 seconds East along the boundary of said Lot E a distance of 42.92 feet to the p.c. (point of curve) of a curve to the left having a radius of 390.00 feet, a central angle of 23 degrees 39 minutes 54 seconds and a chord bearing of North 0 degrees 17 minutes 51 seconds East; thence along the arc of said curve and the boundary of said Lot E a distance of 161.08 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 11 degrees 32 minutes 06 seconds West along the boundary of said Lot E a distance of 23.19 feet to the p.c. (point of curve) of a curve to the left having a radius of 145.00 feet, a central angle of 3 degrees 05 minutes 17 seconds and a chord bearing of North 13 degrees 04 minutes 45 seconds West; thence along the arc of said curve and the boundary of said Lot E a distance of 7.82 feet, more or less, to a point on the Southerly right-of-way line of Corporate Drive; thence South 83 degrees 16 minutes 55 seconds West along the right-of-way line of Corporate Drive a distance of 63.77 feet to the p.c. (point of curve) of a curve to the right having a radius of 338.21 feet, a central angle of 36 degrees 53 minutes 28 seconds and a chord bearing of North 78 degrees 16 minutes 21 seconds West; thence along the arc of said curve and the Southwesterly right-of-way line of Corporate Drive a distance of 217.76 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 59 degrees 49 minutes 34 seconds West along the Southwesterly right-of-way line of Corporate Drive a distance of 250.26 feet, more or less, to the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel One of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama, Revenue Commissioner as Parcel No. 03-9-31-0-002-019.007.

There is hereby conveyed with Parcel One the appurtenant rights and easements set forth in Section 6.06 as added to the Declaration by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of July 22, 1987, and recorded in Book 141, Page 784, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel One the appurtenant rights and easements set forth in that certain Sewer Line Easement Agreement dated as of July 27, 1999, and recorded as Instrument No. 1999-31558, in the Probate Office of Shelby County, Alabama.

Parcel Two:

Lot 2, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lots 2 & 5, Meadow Brook Corporate Park South, Phase II, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the southeasterly right-of-way line of U.S. Highway #280 a distance of 2,088.74 feet, more or less, to the northeastern most corner of Lot 2, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also being the northwestern most corner of Lot 4 of said Meadow Brook Corporate Park South, Phase II, said point being the true point of beginning of the parcel herein described; thence continue South 83 degrees 13 minutes 57 seconds West along the Southeasterly right-of-way line of U. S. Highway #280 a distance of 131.99 feet to a point; thence South 85 degrees 55 minutes 53 seconds West along the Southeasterly right-of-way line of U.S. Highway #280 a distance of 29.50 feet, more or less, to a point, said point being the Northeasterly corner of Lot 3, Meadow Brook Corporate Park South Phase II as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama; thence South 2 degrees 59 minutes 03 seconds East along the property boundary of said Lot 3 a distance of 76.61 feet to a point; thence South 42 degrees 56 minutes 27 seconds West along the property boundary of said Lot 3 a distance of 118.96 feet to a point; thence South 24 degrees 56 minutes 23 seconds West along the property boundary of said Lot 3 a distance of 102.08 feet to a point; thence North 73 degrees 49 minutes 01 seconds West along the property boundary of said Lot 3 a distance of 172.34 feet to a point; thence South 15 degrees 33 minutes 08 seconds West along the property boundary of said Lot 3 a distance of 53.70 feet to a point; thence South 65 degrees 56 minutes 15 seconds West along the property boundary of said Lot 3 a distance of 80.92 feet to a point; thence North 80 degrees 03 minutes West along the property boundary of said Lot 3 a distance of 43.53 feet, more or less, to a point on the Southeasterly right-of-way line of Meadow Brook Road, said point also lying on a curve to the right having a radius of 724.15 feet, a central angle of 16 degrees 03 minutes 04 seconds and a chord bearing of South 15 degrees 39 minutes 59 seconds West; thence along the arc of said curve and the Southeasterly right-of-way line of Meadow Brook Road a distance of 202.87 feet, more or less, to the Northernmost corner of Lot 1 of said Meadow Brook Corporate Park South Phase II; thence South 66 degrees 13 minutes 43 seconds East along the property boundary of said Lot 1 a distance of 49.59 feet to a point; thence

South 6 degrees 02 minutes 18 seconds East along the property boundary of said Lot 1 a distance of 196.54 feet to a point; thence South 17 degrees 11 minutes 24 seconds East along the property boundary of said Lot 1 a distance of 94.02 feet, more or less, to a point on the Northerly right-of-way line of Corporate Parkway; thence North 71 degrees 36 minutes 08 seconds East along the right-of-way line of Corporate Parkway a distance of 184.57 feet to the p.c. (point of curve) of a curve to the right having a radius of 460.00 feet, a central angle of 56 degrees 17 minutes 00 seconds and a chord bearing of South 80 degrees 15 minutes 20 seconds East; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 451.87 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 52 degrees 06 minutes 48 seconds East along the right-of-way line of Corporate Parkway a distance of 124.95 feet, more or less, to a point, said point being the Westernmost corner of Lot 5 of said Meadow Brook Corporate Park South Phase II; thence North 31 degrees 41 minutes 53 seconds East along the property boundary of said Lot 5 a distance of 237.30 feet, more or less, to the Southernmost corner of Lot 4 of said Meadow Brook Corporate Park South Phase II; thence North 30 degrees 56 minutes 15 seconds West along the property boundary of said Lot 4 a distance of 410.30 feet to a point; thence North 12 degrees 44 minutes 50 seconds West along the property boundary of said Lot 4 a distance of 349.64 feet, more or less, to the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel Two of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama, Revenue Commissioner as Parcel No. 03-9-31-0-002-019.004.

There is hereby conveyed with Parcel Two the appurtenant rights and easements set forth in that certain Easement Agreement dated as of March 6, 1989, and recorded in Book 229, Page 631, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel Two the appurtenant rights and easements set forth in that certain Easement Agreement for Ingress and Egress dated as of March 6, 1989, and recorded in Book 229, Page 641, in the Probate Office of Shelby County, Alabama.

EXHIBIT "A-2"**Legal Description of the MBN 300 Collateral****Parcel Three:**

Lot 5, according to the map and survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, being also described by metes and bounds legal description as follows as shown on the Survey of Lots 2 & 5, Meadow Brook Corporate Park South, Phase II, dated November 20, 2017, prepared by Joseph F. Breighner, Jr., Ala. License No. 17518:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North 0 degrees 00 minutes East (assumed) along the East line of said SW 1/4 of the SE 1/4 a distance of 1,115.12 feet, more or less, to a point on the southeasterly right-of-way line of U.S. Highway #280; thence South 83 degrees 13 minutes 57 seconds West along the southeasterly right-of-way line of U.S. Highway #280 a distance of 2,088.74 feet, more or less, to the northwestern most corner of Lot 4, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Page 10, in the Probate Office of Shelby County, Alabama, said point also being the northeastern most corner of Lot 2 of said Meadow Brook Corporate Park South, Phase II; thence South 12 degrees 44 minutes 50 seconds East along the common boundary of said Lots 2 and 4 a distance of 349.64 feet to a point; thence South 30 degrees 56 minutes 15 seconds East along the common boundary of said Lots 2 and 4 a distance of 410.30 feet, more or less, to the southernmost corner of said Lot 4, said point being the true point of beginning of the parcel herein described; thence North 48 degrees 40 minutes 59 seconds East along the property boundary of said Lot 4 a distance of 338.14 feet to a point; thence South 67 degrees 19 minutes 02 seconds East along the property boundary of said Lot 4 and its extension, being the property boundary of Lot B of said Meadow Brook Corporate Park South, Phase II, a distance of 229.49 feet, more or less, to a point on the westerly right-of-way line of Corporate Parkway, said point lying on a curve to the left having a radius of 385.00 feet, a central angle of 17 degrees 47 minutes 46 seconds and a chord bearing of South 0 degrees 56 minutes 09 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 119.58 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve South 7 degrees 57 minutes 44 seconds East along the right-of-way line of Corporate Parkway a distance of 150.16 feet to the p.c. (point of curve) of a curve to the right having a radius of 240.00 feet, a central angle of 124 degrees 59 minutes 37 seconds and a chord bearing of South 54 degrees 32 minutes 05 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 523.57 feet to the p.c.c. (point of compound curve) of a curve to the right having a radius of 1150.00 feet, central angle of 10 degrees 51 minutes 19 seconds and a chord bearing of North 57 degrees 32 minutes 28 seconds West; thence along the arc of said curve and the right-of-way line of Corporate Parkway a distance of 217.88 feet to the p.t. (point of tangent) of said curve; thence tangent to said curve North 52 degrees 06 minutes 48 seconds West along the right-of-way line of Corporate Parkway a distance of 100.00 feet, more or less, to the southernmost corner of Lot 2 of said Meadow Brook Corporate Park South, Phase II; thence North 31 degrees 41 minutes 53 seconds East along the property boundary of said Lot 2 a distance of 237.30 feet, more or less,

to the point of beginning; situated, lying and being in Shelby County, Alabama.
Parcel Three of the Land is, as of October 1, 2020, identified by the Shelby County, Alabama,
Revenue Commissioner as Parcel No. 03-9-31-0-002-019.010.

There is hereby conveyed with Parcel Three the appurtenant rights and easements set forth in
that certain Easement Agreement dated as of March 6, 1989, and recorded in Book 229, Page
631, in the Probate Office of Shelby County, Alabama.

Also, there is hereby conveyed with Parcel Three the appurtenant rights and easements set forth
in that certain Easement Agreement for Ingress and Egress dated as of March 6, 1989, and
recorded in Book 229, Page 641, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/28/2023 01:10:36 PM
\$2981.00 JOANN
20230728000227300

Allen S. Bayl