Chilton County, AL
Judge JASON L. CALHOUN
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JIMMY L. NUNN
Judge of Probate
Dallas County, Alabama

20241021000328770 1/10 $50.00
Shelby Cnty Judge of Probate, AL
10/21/2024 10:02:44 AM FILED/CERT

Mortgage Tax	2100.00
Recording Fee	43.00
TOTAL	2143.00

THIS INSTRUMENT PREPARED BY:
First Cahawba Bank
Sandy Freine
P. O. Box 2140
2610 Citizens Parkway
Selma AL 367020000

AFTER RECORDING RETURN TO:
First Cahawba Bank
Sandy Freine
P. O. Box 2140
2610 Citizens Parkway
Selma AL 367020000

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on October 16, 2024 between the mortgagor(s) MONTROSE, INCORPORATED, an Alabama Corporation, as to Parcels Two, Three, and Four, whose address is 76 DEERFIELD ROAD, SELMA, Alabama 36701, and LARRY A BROOKS and MARTHA JO BROOKS, husband and wife, as to Parcel One, whose address is 76 DEERFIELD DRIVE, SELMA, Alabama 36701 ("Mortgagor"), and First Cahawba Bank whose address is P. O. Box 2140, 2610 Citizens Parkway, Selma, Alabama 36702 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor in consideration of loans extended by Lender 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 DALLAS, CHILTON AND SHELBY, State of Alabama:

Address: 650 +/- acres of land and timber on Hiawatha Rd, Calera, AL 35040 in Shelby and Chilton County and 76 Deerfield Rd, Selma,, Alabama 36701
Legal Description: See Attached Exhibit "A" which is made a part of this agreement

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 all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, 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 MONTROSE, INCORPORATED ("Borrower") to Lender 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"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of $1,400,000.00 evidenced by the promissory note dated October 16, 2024 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor or Borrower.

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.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum principal amount of Indebtedness that may be secured at any one time is $1,400,000.00.

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. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. 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

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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 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.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

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. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

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. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) 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. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration,

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Judge of Probate
Dallas County, Alabama

breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, 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 is governed by the laws of the State of Alabama except to the extent that federal law controls.

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.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

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.

MONTROSE, INCORPORATED

Larry A. Brooks 10-16-24

By: LARRY A BROOKS Date
Its: President

Larry A. Brooks 10-16-24
LARRY A BROOKS Date
Individually

Martha Jo Brooks 10-16-24
MARTHA JO BROOKS Date
Individually

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JIMMY L. NUNN
Judge of Probate
Dallas County, Alabama

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Dallas

I, John E. Pilcher, a Notary Public, do hereby certify that LARRY A BROOKS and MARTHA JO BROOKS, husband and wife, as to Parcel One, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this 16th day of October, 2024

My commission expires:
11-17-25

Identification Number

(Official Seal)

BUSINESS ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Dallas

I, John E. Pilcher, Notary Public in and for said County and in said State, hereby certify that LARRY A BROOKS, President on behalf of MONTROSE, INCORPORATED, an Alabama Corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 16th October, 2024

My commission expires:
11-17-25

Identification Number

(Official Seal)

Chilton County, AL
Judge JASON L. CALHOUN
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Dallas County, Alabama

EXHIBIT "A"

HOME LOT - PARCEL ONE

Lot 12 of Deerfield Subdivision, Plat Number 2, according to a map or plat of said subdivision recorded in the Probate Office of Dallas County, Alabama, in Map Book 7, at Page 115.

ST. PAUL - PARCEL TWO

10.8 acres off the east side of the Northwest 1/4 of the Northwest 1/4, and 18.5 acres on the west side of the Northeast 1/4 of the Northwest 1/4, all in Section 15, Township 24 North, Range 14 East, Chilton County, Alabama.

CONNERS - PARCEL THREE

Begin at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama, said point being the point of beginning; thence North 01 degrees 02 minutes 18 seconds East 700.26 feet to the approximate center of Buxahatchee Creek; thence South 89 degrees 56 minutes 03 seconds East and along said centerline 706.84 feet; thence South 83 degrees 58 minutes 20 seconds East along said centerline 413.41 feet; thence South 78 degrees 54 minutes 47 seconds East and along said centerline 431.74 feet; thence North 12 degrees 41 minutes 55 seconds West and leaving said centerline 40.00 feet to the north bank of Buxahatchee Creek; thence South 73 degrees 41 minutes 23 seconds East and along said bank 1,223.78 feet; thence South 00 degrees 10 minutes 56 seconds West and leaving said bank 202.47 feet; thence South 88 degrees 36 minutes 53 seconds West 2,720.24 feet to the point of beginning. Said parcel containing 33.52 acres, more or less.

MILES BROTHERS - PARCEL FOUR

TRACT ONE

The West 29.5 acres of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama, being more particularly described as follows: Begin at the northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama; thence run east along the north line thereof 994.14 feet; thence 90 degrees 06 minutes 13 seconds right run southerly 1,291.53 feet; thence 89 degrees 16 minutes 31 seconds right run 994.15 feet to the west line of said 1/4-1/4 Section; thence 90 degrees 16 minutes 31 seconds right run north along the west line thereof 1,294.34 feet to the point of beginning.

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TRACT TWO

Situated in the North 1/2 of the Northwest 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama, being more particularly described as follows: Commence at the northwest corner of the North 1/2 of the Northwest 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama; thence run east along the north line thereof 1,785.45 feet to the point of beginning; thence continue along the last described course 652.07 feet; thence 89 degrees 46 minutes 12 seconds right run southerly 1,275.94 feet; thence 89 degrees 34 minutes 14 seconds right run westerly 1,064.94 feet; thence 90 degrees right run northerly 247.50 feet; thence 90 degrees right run easterly 414.41 feet; thence 89 degrees 34 minutes 14 seconds left run northerly 1,035.94 feet to the point of beginning.

ALSO a 30 foot access easement, the centerline of which is more particularly described as follows: Commence at the northwest corner of the North 1/2 of the Northwest 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama; thence run east along the north line thereof 1,830 feet, more or less, to the center of an existing road and the point of beginning of said centerline; thence 78 degrees 36 minutes 29 seconds left run northerly 154.26 feet; thence 18 degrees 39 minutes 39 seconds right run 231.97 feet; thence 12 degrees 23 minutes 51 seconds left run 181.42 feet; thence 23 degrees 05 minutes 32 seconds left run northwesterly 100.73 feet; thence 33 degrees 04 minutes 07 seconds left run 380.68 feet; thence 79 degrees 06 minutes 24 seconds right run northeasterly 451.09 feet; thence 13 degrees 18 minutes 21 seconds left run 295.66 feet; thence 14 degrees 32 minutes 43 seconds left run 239.65 feet; thence 21 degrees 28 minutes 27 seconds left run northwesterly 235.37 feet; thence 3 degrees 18 minutes 15 seconds right run 143.37 feet; thence 11 degrees 05 minutes 58 seconds left run 161.82 feet; thence 26 degrees 16 minutes 25 seconds right run northeasterly 155.33 feet; thence 23 degrees 56 minutes 40 seconds left run northwesterly 80.00 feet; thence 27 degrees 39 minutes 11 seconds left run 509.25 feet; thence 4 degrees 44 minutes left run 202.96 feet; thence 11 degrees 51 minutes 17 seconds right run northwesterly 306.27 feet; thence 17 degrees 48 minutes 39 seconds right run 182.79 feet; thence 9 degrees 13 minutes 08 seconds right run northwesterly 232.12 feet to the southerly right-of-way of Hiawatha Road and the point of ending.

TRACT THREE

The Northeast 1/4; the South 1/2 of the Northwest 1/4; and the South 1/2 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama. LESS AND EXCEPT, HOWEVER all of the

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Judge of Probate
Dallas County, Alabama

North 1/2 of the Northeast 1/4 of Section 15, Township 24 North, Range 14 East, Chilton County, Alabama, lying north and east of the centerline of Buxahatchee Creek.

TRACT FOUR (SEALE)

All of the Southwest 1/4 of the Southeast 1/4 of Section 10, Township 24 North, Range 14 East, Shelby County, Alabama, lying southwest of the centerline of Buxahatchee Creek.

Signed for identification October 16, 2024.

MONTROSE, INCORPORATED

BY: Larry A. Brooks
LARRY A. BROOKS, ITS PRESIDENT

Larry A. Brooks
LARRY A. BROOKS

Martha Jo Brooks
MARTHA JO BROOKS