

**This Instrument was prepared by and after
recording to be returned to:**

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attention: Chris Rubino, Esq.

Jefferson County 83% - \$1,978,500.00
Shelby County 17% - \$271,500.00

**MAXIMUM PRINCIPAL INDEBTEDNESS
FOR ALABAMA RECORDING TAX
PURPOSES IS \$0.00**

ASSIGNMENT OF LEASES AND RENTS

3rd This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made effective as of the day of March, 2025, by **BARPALA LLC**, an Alabama limited liability company, whose mailing address is 490 Montclair Road Suite 215, Birmingham, AL 35213 ("Assignor"), in favor of **INSBANK**, a Tennessee bank, whose mailing address is 2106 Crestmoor Road, P.O. Box 158716, Nashville, Tennessee 37215-8716 ("Assignee").

RECITALS

A. Assignor is the owner of the land described on Exhibit "A" attached hereto and in Jefferson County and Shelby County, Alabama together with interests appurtenant thereto and the improvements thereon (the "Property");

B. Assignee has agreed to make a Loan (the "Loan") to Assignor, in the face amount of \$1,500,000.00, which Loan is evidenced by that certain Promissory Note in favor of Assignee (as the same may from time to time be extended, amended, restated, supplemented or otherwise modified, together with all replacements and substitutes thereof, collectively, the "Note"), and secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Assignor to be recorded concurrently with this Assignment (as the same may from time to time be extended, amended, restated, split, supplemented or otherwise modified, the "Mortgage"); and

C. In order to induce Assignee to make the Loan to Assignor, Assignor has agreed to execute this Assignment.

NOW, THEREFORE, with reference to the foregoing and in reliance thereon and for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees as follows:

AGREEMENT

1. All capitalized terms and phrases used herein and not defined shall have the meaning ascribed to them in that certain Loan Agreement (as the same may from time to time be amended, supplemented, restated or otherwise modified, the "Loan Agreement") by and between Assignor and Assignee dated as of the date hereof.

2. Assignor's purpose in making this Assignment is to relinquish to Assignee its right to collect and enjoy the rents, additional rents, escalation payments, accounts, royalties, issues, profits,

revenues, income and other benefits at any time accruing (herein collectively referred to as "Rents, Accounts and Profits") by virtue of any leases, lettings, occupancies, subleases and occupancy agreements now or hereafter entered into relating to the Premises or any part thereof (herein referred to individually as a "Lease" and collectively referred to as "Leases"; the tenant, occupant or subtenant under any Lease is herein referred to individually as "Lessee" and collectively under all Leases as "Lessees").

3. Assignor hereby grants, transfers and assigns to the Assignee all Leases, Rents, and Accounts a Profits which are now in existence or which may be executed in the future during the term of this Assignment. The parties intend that this Assignment shall be a present, absolute, irrevocable and unconditional assignment and shall, immediately upon execution, give the Assignee the right to enforce, terminate, enter into or modify the Leases, and to collect the Rents, Accounts and Profits and to apply them in payment of the principal and interest and all other sums payable by Assignor under and pursuant to the Loan Agreement, the Note, the Mortgage, this Assignment and the other Loan Documents (collectively, the "Indebtedness"). However, the Assignee hereby grants to Assignor a license to collect and use, subject to the provisions set forth below, the Rents, Accounts and Profits as they respectively become due and to enforce the Leases, so long as no Default shall have occurred and be continuing. Nothing contained herein, nor the collection of any Rents, Accounts and Profits by Assignee or by a receiver or agent of Assignee, shall be construed to make Assignee a "mortgagee in possession" of the Premises so long as Assignee has not entered into actual possession of the Premises. Furthermore, Assignor hereby grants Assignee a security interest in and to the Rents, Accounts and Profits and the Leases as hereinabove described.

4. Upon the occurrence of any Default, this Assignment shall constitute a direction and full authority to each Lessee under the Leases and each guarantor of any Lease to pay all Rents, Accounts and Profits to Assignee without proof of the Default relied upon. Assignor hereby irrevocably authorizes and directs each Lessee and guarantor under any Lease to rely upon and comply with any notice or demand by Assignee for the payment to Assignee of any Rents, Accounts and Profits due or to become due.

5. Assignor represents and warrants that no Lease now covering all or any portion of the Premises or any interest therein has been previously assigned or pledged by Assignor.

6. Assignor agrees with respect to each Lease:

(a) If any Lease provides for a security deposit or other security to be paid or given by the Lessee to Assignor, this Assignment transfers to Assignee all of Assignor's right, title and interest in and to each such security deposit or other security given; provided, however, that Assignor shall have the right to retain (and control pursuant to the terms of each Lease) said security deposit or other security given so long as no Default shall have occurred and be continuing, and provided further that Assignee shall have no obligation to the Lessee with respect to such security deposit or any interest due thereon or other security given unless and until Assignee comes into actual possession and control of said security deposit or interest or other security given.

(b) If any Lease provides for the abatement of Rents, Accounts and Profits during repair of the premises demised to a Lessee under a Lease by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be with companies and in form, content, policy limits and terms as are customary in the case of entities owning similar property or assets similarly situated, or as otherwise required by Assignee.

(c) Each Lease shall remain in full force and effect despite any merger of the interest of Assignor and any Lessee thereunder. Assignor shall not terminate or attempt to terminate any Lease, or modify or amend any Lease or any of the terms thereof, or grant any concessions in connection therewith or accept a surrender thereof, except in accordance with the provisions of the Loan Agreement.

(d) Except to the extent permitted by the Loan Agreement, Assignor shall not (i) hereafter execute or consent to any Lease, the terms and conditions of which have not been previously approved in writing by Assignee, (ii) collect any Rents, Accounts and Profits more than thirty (30) days in advance of the date on which they become due under the terms of any Lease, (iii) discount any future accruing Rents, Accounts and Profits or (iv) except as otherwise required by such Lease, consent to the assignment of any Lease, or any subletting thereunder, whether or not in accordance with its terms, on any terms less favorable than those which would reflect an arm's length transaction in light of prevailing market conditions (subject to the rent restrictions, if any, applicable to the Premises).

(e) Assignor shall not execute any further assignment or pledge of any of the Leases or the Rents, Accounts and Profits, or any interest therein, or suffer or permit any such assignment or pledge to occur by operation of law.

(f) Assignor shall not request, consent to, agree to or accept a subordination of any Lease to any mortgage, Mortgage or other encumbrance, or any other Lease, now or hereafter affecting the Premises or any part thereof, or suffer or permit conversion of any Lease to a sublease, without Assignee's prior written consent.

(g) Assignor shall appear in and defend, at no cost to Assignee, any action or proceeding arising under or in any manner connected with any Lease.

(h) All Leases hereinafter entered into shall be deemed included in this Assignment as though originally listed herein.

(i) Nothing herein shall be construed to impose any liability or obligation on Assignee under or with respect to any Lease. Assignor shall indemnify, defend and hold Assignee, its officers, directors, agents, employees, attorneys, participants and representatives, and each of their respective successors, heirs and assigns (collectively, the "Indemnitees") harmless from and against any and all liabilities, losses, damages, costs and expenses which any Indemnitee may incur under any Lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against any Indemnitee by reason of any alleged obligations to be performed or discharged by Assignee under any Lease or this Assignment; provided, however, that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, losses or damages are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. Should any Indemnitee incur any liability, loss or damage under any Lease or by reason of this Assignment and such liability, loss or damage falls within the foregoing indemnification, Assignor shall reimburse immediately, upon demand, such Indemnitee for the amount thereof together with all costs, expenses, reasonable attorneys' fees and court costs incurred by such Indemnitee. All of the foregoing sums shall bear interest at the Involuntary Rate (as defined in the Note) from the date of demand by any such Indemnitee until paid. Any Rents, Accounts and Profits collected by Assignee may be applied by Assignee, in its discretion, in satisfaction of any such liability, loss, damage, claim, demand, cost, expense or fees, in addition to the Indebtedness.

7. Assignor hereby grants to Assignee the following rights:

(a) Upon the occurrence and during the continuance of a Default, Assignee shall be deemed to be the creditor of each Lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor relief proceedings affecting such Lessee, without obligation on the part of Assignee, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein.

(b) Assignee shall have the right to assign Assignor's right, title and interest in the Leases to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Premises through foreclosure or otherwise. Any immediate or remote assignee of Assignee's rights under this Assignment shall have all the rights and powers herein provided to Assignee.

(c) Assignee shall have the right (but not the obligation), upon the occurrence and during the continuance of a Default, to take any action as Assignee may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease. Assignor agrees to pay, on demand, all costs and expenses, including without limitation reasonable attorneys' fees and court costs incurred by Assignee in connection therewith, together with interest thereon at the Default Rate.

(d) Upon the occurrence and during the continuance of a Default, and without notice to or consent of Assignor, Assignee shall have the following rights (none of which shall be or be construed to be obligations of Assignee):

(i) Assignee shall have the right under this Assignment to use and possess, without rental or charge, the fixtures, equipment and personal property of the Assignor located in or on the Premises and/or used in the operation or occupancy thereof. Assignee shall have the right to apply any of the Rents, Accounts and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property in or on the Premises. However, this Assignment shall not make Assignee responsible for the control, care, management or repair of the Premises or any personal property or for the carrying out of any of the terms or provisions of any Lease.

(ii) Assignee shall have the right to apply the Rents, Accounts and Profits and any sums recovered by Assignee hereunder to the outstanding Indebtedness, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Premises.

(iii) Assignee shall have the right to take possession of the Premises, manage and operate the Premises and Assignor's business thereon, and to take possession of and use all books of account and financial records of Assignor and its property managers or representatives relating to the Premises.

(iv) Assignee shall have the right to execute new Leases of any part of the Premises, including Leases that extend beyond the term of the Mortgage.

(v) Assignee shall have the right to cancel or alter any existing Leases.

(vi) Assignee shall have the authority, as Assignor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Assignor and to bind Assignor on all papers and documents relating to the operation, leasing and maintenance of the Premises.

(e) All of the foregoing rights and remedies of Assignee are cumulative, and Assignee shall also have, upon the occurrence of any such Default, all other rights and remedies provided under the Loan Agreement, the Note, the Mortgage, or any other Loan Documents, or otherwise available at law or in equity or by statute.

8. Assignor hereby, knowingly, voluntarily, intentionally, expressly and unconditionally waives, in connection with any suit, action or proceeding brought by Assignee based upon, arising out of,

under or in connection with this Assignment, or any other documents contemplated to be executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party, any and every right it may have to (i) injunctive relief (other than injunctive relief granted in connection with any such suit, action or proceeding brought by Assignee this Assignment), (ii) **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, A TRIAL BY JURY**, (iii) interpose any counterclaim therein (other than a counterclaim brought by Assignee under this Assignment that cannot be maintained in any separate action) and (iv) have the same consolidated with any other or separate suit, action or proceeding. Nothing herein contained shall prevent or prohibit Assignor from instituting or maintaining a separate action against Assignee with respect to any asserted claim. Assignor acknowledges that the aforesaid waiver constitutes a material inducement for Assignee to accept this Assignment and make the Loan which is secured by this Assignment.

9. Failure of Assignee to avail itself of any terms, covenants or conditions of this Assignment for any period of time or for any reason shall not constitute a waiver thereof.

10. Notwithstanding any future modification of the terms of the Loan Agreement, the Note, the Mortgage, or any other Loan Document, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Assignee in accordance with the terms of this Assignment, and without affecting the priority of this Assignment.

11. Without limiting the generality of any provision of this Assignment, if a proceeding under the Bankruptcy Code is commenced by or against Assignor, then, pursuant to Section 552(b)(2) of the Bankruptcy Code, Assignee shall automatically have a security interest in and to all Rents, Accounts and Profits acquired by Assignor after the commencement of the case and such Rents, Accounts and Profits shall constitute cash collateral under Section 363(a) of the Bankruptcy Code. During the continuance of any Default, Assignee shall have the right to file, in its own name or on behalf of Assignor, any proof of claim in any bankruptcy or insolvency proceeding in which the debtor is a Lessee or a guarantor thereof.

12. This Assignment shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto (including without limitation in the case of Assignee, any third parties now or hereafter acquiring any interest in the Indebtedness or other obligations of Assignor under the Note, or Mortgage, the Loan Agreement or any other Loan Document, or a part thereof, whether by virtue of assignment, participation or otherwise). The words "Assignor," "Assignee," and "Lessee," wherever used herein, shall include the persons and entities named herein or in any Lease and designated as such, and their respective heirs, legal representatives, successors and assigns, provided that any action taken by the named Assignee, or any successor, designated as such by an instrument recorded in the appropriate land records and referring to this Assignment, shall be sufficient for all purposes notwithstanding that Assignee may have theretofore assigned or participated any interest in the obligation to a third party. All words and phrases shall be taken to include the singular or plural number, and the masculine, feminine or neuter gender, as may be appropriate under the circumstances.

13. Any change, amendment, modification, abridgment, cancellation, discharge or termination of this Assignment or any term or provision hereof shall be invalid without the written consent of Assignee.

14. Upon payment to Assignee of the full amount of the Indebtedness and all other obligations secured hereby and by the Note and Mortgage, and the termination of any commitment of Assignee to advance any further Loan proceeds, as evidenced by a recorded cancellation or discharge of the Mortgage by Assignee, this Assignment shall be void and of no further effect.

15. All notices or other written communications hereunder shall be delivered in accordance with Section 8.7 of the Loan Agreement.

16. This Assignment may be recorded in the Probate Judge's Office of Jefferson County, State of Alabama and in the Probate Judge's Office of Shelby County, State of Alabama, and Assignor shall pay all fees, charges, costs and expenses of such recording, and cause to be prepared, executed and delivered any and all affidavits necessary to record the same.

17. If any provision of this Assignment is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

18. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF TENNESSEE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

19. If Assignee should bring any action to enforce its rights hereunder at law or at equity, Assignor shall reimburse Assignee for all reasonable attorneys' fees and court costs actually incurred by Assignee in connection therewith.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

County Division Code: AL039 Inst. # 2025022869 Pages: 7 of 12

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment as of the date first above written.

BORROWER:

BARPALA LLC,
an Alabama limited liability company

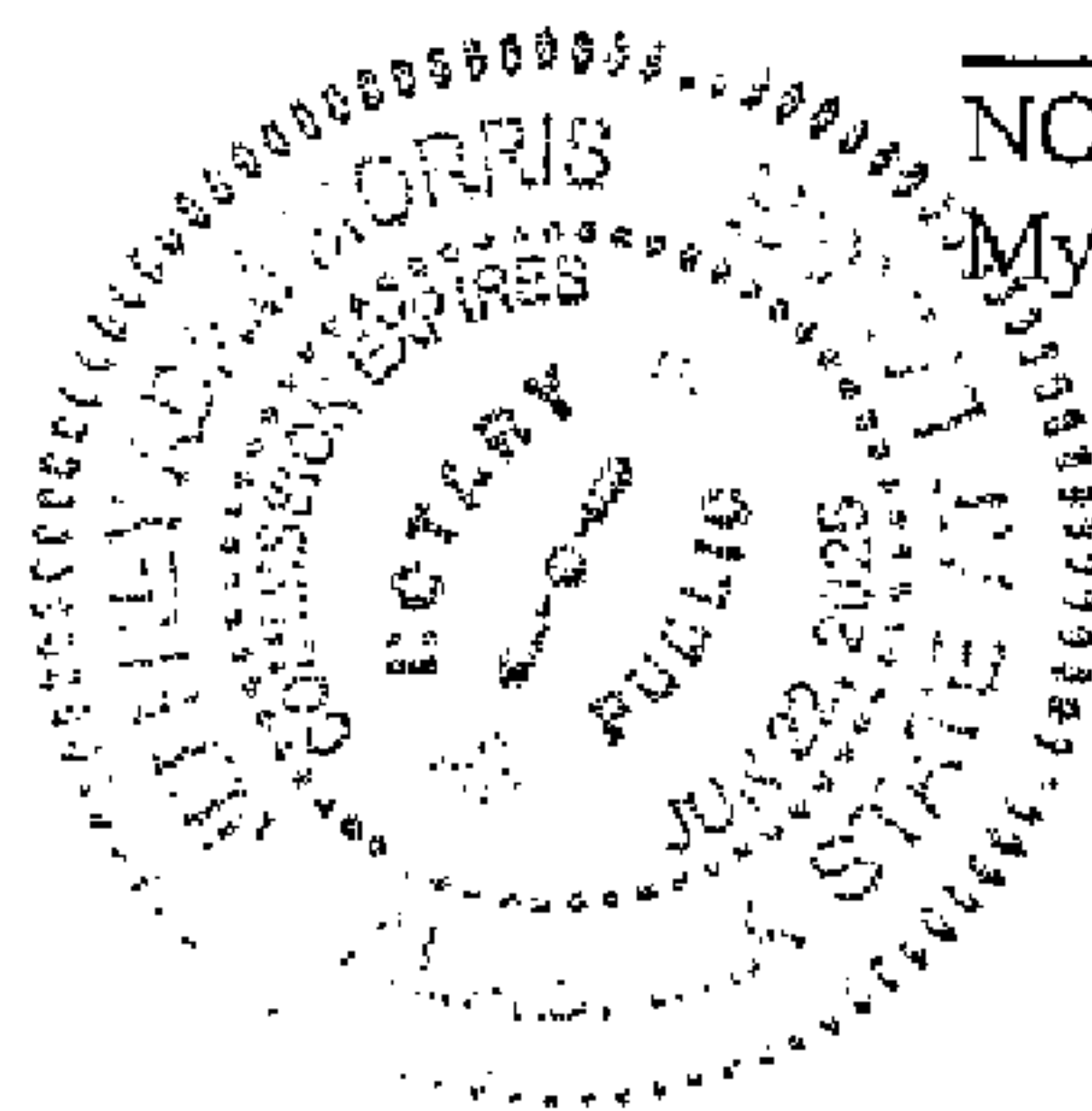
By: 

RYAN C. MEDO
Authorized Representative

STATE OF ALABAMA §
COUNTY OF Jefferson §

PERSONALLY APPEARED BEFORE ME, Jeffrey Adam Morris, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared ROBERT C. MEDO, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Authorized Representative of BARPALA LLC, an Alabama limited liability company, the within-named bargainor, and that he/she, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his/her name in his/her capacity as Authorized Representative of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on this 3rd day of March, 2025.



NOTARY PUBLIC
My Commission Expires: 6/22/25

(NOTARY SEAL)

EXHIBIT A**LEGAL DESCRIPTION****PROPERTY 1:**

Parcel 1

Parcel ID: 23-00-28-2-008-030.000

538 52nd Street South, Birmingham, AL 35212

A strip of land of uniform width of 27 ft off the Northerly side of lot 30 and a strip of land of uniform width of 27 ft off the Serly side of lot 31 all in Block 1 in the Woodlawn Realty Company's Fifth Addition to Woodlawn a map of which is recorded in Volume 7, Page 113 in the Probate Office of Jefferson County, being more partic described as follows: Commence at the intersection of the N line of 6th Ave S and the SW line of 52nd Place, formerly 51 Street S, then in a NW-erly direction 55ft for a point of beginning, then in a SW-erly direction parallel with 6th Ave S 125ft to an alley, then in NW-erly direction along the NE line of said alley 54 ft, then in a NE- erly direction parallel to 6th Ave S 125ft in the SW line of 52nd Place, then in a SE-erly direction along the Sd line of 52nd Place 54ft to the point of beginning to Wit: to 6th Ave S 125ft in the SW line of 52nd Place, then in a southeasterly direction along the Sd line of 52nd Place 54ft to the point of beginning.

PROPERTY 2:

Parcel 2

Parcel ID: 23-00-28-2-008-030.000

1020 Rutledge Drive, Birmingham, AL 35228

Begin at the Southeast corner of said quarter-quarter section and run thence Northwardly along the East boundary line thereof for a distance of 502.51 feet; thence turn an angle of 88 degrees 3V to the left and run Westwardly for a distance of 150.08 feet to the point of beginning of the tract here described, from the point of beginning thus obtained, continue Westwardly along the same course last described for a distance of 150.08 feet; thence turn an angle of 88 degrees 3V to the right angle run Northwardly for a distance of 332.50 feet; thence turn an angle of 24 degrees, 14 ft to the right and run Northeastwardly for a distance of 25 feet to the intersection with the center line of a public road, said intersection being the arc of a curve turning to the right in a Southeasterly direction and having a radius of 674.69 feet, said arc being subtended by a central angle of 15 degrees 39', 20" and having a chord 183.79 feet in length, said chord forming an angle of 97 degrees, 49' 40" to the right from last described course; thence in a Southeastwardly direction along said arc, which is the center line of said public road for a distance of 184.35 feet to intersection with a line radial to said arc; thence turn an angle of 97 degrees, 49' 40" to the right from said chord and run in a Southwesterly direction along said radial line for a distance of 25 feet; thence turn an angle of 39 degrees 53' 20" to the left and run Southwardly for a distance or 242.29 feet to the point of beginning. Jefferson County, Alabama, Bessemer Division.

PROPERTY 3:

Parcel 3

Parcel ID: 23-1-02-3-001-004.000

10647 Highway 119, Alabaster, AL 35007

Lot No. 119, as shown on a map entitled "Property Line Map, Suluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and recorded in Map Book 5, pages 10 & 10-A and being more particularly described as follows: Begin at the intersection of the North right-of-way line of 1st Avenue and the West right-of way line Montevallo RD., (Ala. Highway 119), said right-of-way lines as shown on the

Map of the Dedication of the Street & Easements, Town of Siluria, Ala.; thence Northwesterly along said right-of-way line of 1st Avenue for 143.00 feet; thence 90°00' right and run Northeasterly for 48.00 feet; thence 90°00' right and run Southeasterly for 142.37 feet to a point on the Westerly right-of-way line of Montevallo Road, thence 89°17' right and run Southwesterly along said right-of-way line of Montevallo Road for 48.00 feet to the Point of Beginning. Situated in Shelby County, Alabama.

PROPERTY 4:

Parcel 4

Parcel ID: 23-1-02-3-001-003.000

10657 Highway 119, Alabaster, AL 35007

Lot No. 120, as shown on a map entitled "Property Line Map, Suluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and recorded in Map Book 5, pages 10 & 10-A and being more particularly described as follows: Commence at the intersection of the Northerly right of way line of 1st Avenue and the westerly right of way line of Montevallo Road (Ala. Highway 119); said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence northeasterly along said right of way line of Montevallo Road for 48.00 feet to the point of beginning; thence 89 degrees 17 minutes left and run northwesterly for 142.37 feet; thence 90 degrees 00 minutes right and run northeasterly for 62.00 feet; thence 90 degrees 00 minutes right and run southeasterly for 142.16 feet to a point on the westerly right of way line of Montevallo Road; thence 89 degrees 17 minutes right and ran southwesterly along said right of way line of Montevallo Road for 62.00 feet to the point of beginning.

PROPERTY 5:

Parcel 5

Parcel ID: 23-1-02-3-001-002-000

10671 Highway 119, Alabaster, AL 35007

Lot No. 121, as shown on a map entitled "Property Line Map, Suluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and recorded in Map Book 5, pages 10 & 10-A and being more particularly described as follows: Commence at the intersection of the Northerly right-of-way line of 1st Avenue and the Westerly right-of-way line of Montevallo Road (Alabama Highway 119), said right-of-way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence Northeasterly along said right-of-way line of Montevallo Road for 110.00 feet to the point of beginning; thence 89 deg. 17 min. left and run Northwesterly for 142.16 feet; thence 90 deg. 00 min. right and run Northwesterly for 61.00 feet; thence 88 deg. 37 min. 51 sec. right and run Southeasterly 133.93 feet to a point on the Westerly right-of-way line of Montevallo Road; thence 91 deg. 51 min. 43 sec. right to chord of a curve to the left having a radius of 1302.49 feet; thence Southwesterly along the arc of said curve and along said right of way line of Montevallo Road for 55 feet; thence 90 deg. 00 min. left from tangent of aforementioned curve and run Southeasterly for 10.00 feet; thence 90 degrees 00 minutes right and run Southwesterly along said right of way line of Montevallo Road of 9.36 feet to the point of beginning. Situated in Shelby County, Alabama.

PROPERTY 6:

Parcel 6

Parcel ID: 23-1-02-3-001-001.000

10681 Highway 119, Alabaster, AL 35007

Lot No. 122 as shown on a map entitled "Property Line Map, Suluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and recorded in Map Book 5, pages 10 & 10-A and being more

particularly described as follows: Commence at the intersection of the North right of way line of 1st Avenue and the West right-of-way line of Montevallo Road (Ala. Highway 119), said right-of-way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence Northwesterly along said right-of-way line of 1st Avenue for 143.00 feet; thence 90°00' right and run Northeasterly for 171.00 feet to the point of beginning; thence continue Northeasterly along last stated course for 57.00 feet; thence 87°34'10" right and run Southeasterly for 135.92 feet to a point on the Westerly right-of-way line of Montevallo Road; thence 94°24'33" right to chord of a curve to the left having a radius of 1302.49 feet; thence Southwesterly along the arc of said curve and along said right-of-way line of Montevallo Road for 60.00 feet; thence 86°49'08" right, as measured from chord of aforementioned curve, and run Northwesterly for 133.93 feet to the point of beginning. Lying and being situated in Shelby County, Alabama.

PROPERTY 7:

Parcel 7

Parcel ID: 23-1-02-3-001-005.000

604 9th Ave SW, Alabaster, AL 35007

Lot 118, as shown on a map entitled "Property Line Map, Suluria Mills", prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and recorded in Map Book 5, pages 10 & 10-A and being more particularly described as follows: Commence at the intersection of the Westerly right of way line of Montevallo Road (Alabama Highway #119), and the Northerly right of way line of 1st Avenue, said right of way lines shown on the Map of the Dedication of the Street and Easements, Town of Siluria, Alabama; thence Northwesterly along said right of way line of 1st Avenue for 143.00 feet to the Point of Beginning; thence 90°00' right and run Northeasterly for 130.00 feet; thence 90°00' left and run Northwesterly for 105.00 feet; thence 90°00' left and run Southwesterly for 130.00 feet to a point on the Northerly right of way line of 1st Avenue; thence 90°00' left and run Southeasterly along said right of way line of 1st Avenue for 105.00 feet to the Point of Beginning. Lying and being situated in Shelby, County, Alabama.

PROPERTY 8:

Parcel 8

Parcel ID: 23-1-02-3-001-006.000

608 9th Avenue Southwest, Bessemer, AL 35022

Lot No. 117 as shown on a map entitled "Property Line Map, Siluria Mills", prepared by Joseph A. Miller, Reg Civil Engineer on October 5, 1965, and being more particularly described as follows; Commence at the intersection of the westerly right of way line of Montevallo Road (Ala. Highway 119) and the Northerly right of way line of 1st Avenue, said right of way lines as shown on the Map of the Dedication of the Streets and Easements, Town of Siluria, Alabama; thence northwesterly along said right of way line of 1st Avenue for 248.00 feet to the point of beginning; thence 90 degrees 00 minutes right and run Northeasterly for 130.00 feet; thence 90 degrees 00 minutes left and run Northwesterly for 77.00 feet; thence 90 degrees 00 minutes left and run Southwesterly for 130.00 feet to the point on the Northerly right of way line of 1st Avenue; thence 90 degrees 00 minutes left and run Southeasterly along said right of way line of 1st Avenue for 77.00 feet to the point of beginning.

PROPERTY 9:

Parcel 9

Parcel ID: 39-00-14-2-003-001.000

3317 Teakwood Road, Birmingham, AL 35226

Lot 4, in Block 3, according to the Survey of Second Addition, Heatherbrook, as recorded in Map Book 16, Page 2, in the Bessemer Division of the Probate Office of Jefferson County, Alabama.

PROPERTY 10:

Parcel 10
Parcel ID: 12-00-10-2-002-064.000
2644 Shoemaker Street, Birmingham, AL 35235

Lot 68, Block 8, according to the survey of Sixth Addition to Grayson Valley Estate, Highland Sector, as recorded in Map Book 108, Page 29 A & B, in the Probate Office of Jefferson County, Alabama.

PROPERTY 11:

Parcel 11
Parcel ID: 23-00-34-1-020-007.000
4229 Montevallo Road, Birmingham, AL 35213

Lot 7, in Block 1, according to the Survey of Mountindale Subdivision, First Sector, as recorded in Map Book 38 Page 47, in the Office of the Judge of Probate of Jefferson County, Alabama.

PROPERTY 12:

Parcel 12
Parcel ID: 23-00-28-2-020-011.000
4910 3rd Avenue South, Birmingham, AL 35222

The East 28 feet of Lot 14 and the West 15 feet of Lot 15, in Block 24, according to the Map of East Avondae, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, in Map Book 1, Page 107, said fractional lots together forming a rectangle fronting 43 feet on the Northern line of 4th Avenue South and extending back Northward 140 feet to an alley.

PROPERTY 13:

Parcel 13
Parcel ID: 30-00-05-1-001-063.000
225 7th Avenue, Pleasant Grove, AL 35127

A parcel of land being situated in the SE 1/4 of the NE 1/4 of Section 5, Township 18 South, Range 4 West being more particularly described as follows: Commence at the SW corner of the SE 1/4 of the NE 1/4 of Section 5, Township 18 South, Range 4 West, and in a northerly direction along the west line of said quarter-quarter run a distance of 665.55 feet; thence turn an angle of 90 degrees 20' to the right for a distance of 165.0 feet to the point of beginning; thence continue along the last named course for a distance of 557.0 feet; thence turn an angle of 90 degrees 20' to the left for a distance of 200.0 feet; thence turn an angle of 89 degrees 40' to the left for a distance of 707.0 feet; thence turn an angle of 90 degrees 20' to the left for a distance of 100.0 feet; thence turn an angle of 89 degrees 40' to the left for a distance of 150.0 feet; thence turn an angle of 89 degrees 40' to the right for a distance of 100.0 feet to the point of beginning.

County Division Code: AL039 Inst. # 2025022869 Pages: 12 of 12

PROPERTY 14:

Parcel 14

Parcel ID: 10-6-13-0-001-016.009

5600 Double Tree Circle, Birmingham, AL 35242

Lot 1, according to the Amended Map of Double Tree, as recorded in Map Book 7, Page 109, 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
03/06/2025 02:14:43 PM
\$55.00 BRITTANI
20250306000067640

Allen S. Bayl