

THIS INSTRUMENT PREPARED BY
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MUNCIE MATTSON & GUNTER P.C.
P.O. BOX 3208
AUBURN, AL 36831-3208
334-821-7301

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

THIS INDENTURE (herein this "Mortgage") made effective this 18th day of December, 2025, between **Holland Holding Company LLC, an Alabama limited liability company** (hereinafter called the "Borrower"), Mortgagor, and **After Jack LLC, an Alabama limited liability company** (hereinafter called "Lender"), Mortgagee.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender on a loan (the "Loan") in the principal sum of **Five Million One Hundred Three Thousand and No/100 Dollars (\$5,103,000.00)**, as evidenced by a promissory note and loan agreement dated December 18, 2025, payable to Lender (the "Loan Agreement") as provided in the Loan Agreement; and

WHEREAS, the parties desire to secure the principal amount of the Loan Agreement, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Loan Agreement; and

WHEREAS, the Loan Agreement, this Mortgage and any other documents executed in connection with and evidencing or securing the Loan shall be called the "Loan Documents".

NOW, THEREFORE, the Borrower, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys' fees, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Loan Agreement and set forth in this Mortgage, has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, with power of sale, the following described property together with all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property (all of the foregoing is referred to as the "**Mortgaged Property**"):

See Exhibit A attached hereto

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall fully pay or cause to be fully paid to the Lender the principal and interest payable with respect of the Loan and the Loan Agreement, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, attorneys' fees, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage and in the Loan Agreement expressed to be kept, performed, and observed by or on the part of the Borrower, all without fraud or delay, then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Borrower further represents, warrants, covenants and agrees with the Lender as follows:

**ARTICLE 1
GENERAL**

- 1.1 Performance of Mortgage and Loan Agreement.** The Borrower shall perform, observe and comply with all provisions the Mortgage and Loan Agreement, and shall duly and punctually pay to the Lender the sum of money expressed in the Loan Agreement, and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage and of the Loan Agreement.
- 1.2 Taxes and Assessments.** Borrower shall promptly pay, when and as due, all taxes or assessments against the Mortgaged Property, and if requested, will exhibit promptly to the Lender receipts for the payment of all taxes or assessments against the Mortgaged Property. If the Borrower fails to pay such taxes in a timely manner, Lender may pay such costs and the payment of such costs shall increase the principal owed by Borrower pursuant to the Loan Agreement.
- 1.3 Condemnation.** If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation and hereby is authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. The Borrower promptly shall notify the Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. Lender shall be under no obligation to the Borrower or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry.
- 1.4 Care of the Property.**
- (a)** The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and shall not commit or suffer any waste to the Mortgaged Property or any part thereof.
- (b)** If a part of the Mortgaged Property shall be physically damaged through condemnation, the Borrower promptly shall restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Borrower shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.3.
- 1.5 Expenses.** The Borrower shall pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage.
- 1.6 Performance of Defaults by Non-Defaulting Party.** If the Lender or Borrower shall default in the performance or observance of any other covenant, condition or term of this Mortgage and of the Loan Agreement, then the non-defaulting party, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by the non-defaulting party in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the defaulting party or in at Borrower's option, shall be deemed a credit toward the principal sum of the Loan amount owed.

- 1.7 Partial Release of Lots.** Lender agrees that, upon receipt of Borrower's payment to Lender of the consideration detailed in the Loan Agreement, Lender shall execute and deliver a partial release of the lien of this Mortgage as to the lot or lots identified and associated with such payment. Each such release shall not impair or affect the lien of this Mortgage as to the remaining portion of the Mortgaged Property. Borrower shall provide Lender not less than five (5) business days' prior written notice of any request for partial release. Any failure by Lender to release a lot in accordance with this Section shall be deemed a Lender's Event of Default under this Mortgage.

ARTICLE 2 EVENTS OF DEFAULT AND REMEDIES

- 2.1 Event of Default.** The term "Borrower's Event of Default," wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

- (a) If Borrower fails to make any payment of the principal of or interest as and when the same becomes due and payable, and the continuance of such failure for thirty (30) days after written notice thereof is given to the Borrower; or
- (b) Failure by the Borrower to duly observe any other covenant, condition or agreement of this Mortgage or of the Loan Agreement, and the continuance of such failure for thirty (30) days after written notice thereof is given to the Borrower; or
- (c) The filing by the Borrower of a voluntary petition in bankruptcy or the Borrower's adjudication as a bankrupt or insolvent; or
- (d) The filing or enforcement of any superior mortgage, lien or encumbrance on the Mortgaged Property or any part thereof, or of any interest or estate therein.

The term "Lender's Event of Default," wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

- (a) Failure by the Lender to duly observe any other covenant, condition or agreement of this Mortgage or of the Loan Agreement, and the continuance of such failure for thirty (30) days after written notice thereof is given to the Lender; or
- (b) The filing by the Lender of a voluntary petition in bankruptcy or the Lender's adjudication as a bankrupt or insolvent; or

- 2.2 Acceleration of Maturity.** If a Borrower's Event of Default shall have occurred, then the entire balance of the indebtedness secured hereby (or such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence. Any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

- 2.3 Right of Lender to Enter and Take Possession.**

(a) If a Borrower's Event of Default shall have occurred and be continuing beyond any applicable notice and/or cure period, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, and may exclude the Borrower and its agents and employees wholly therefrom.

(b) Whenever all such Borrower's Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Borrower, or to whomsoever

shall be entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

- 2.4 Lender's Power of Enforcement.** If a Borrower's Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Loan; (b) to foreclose this Mortgage; and (c) to pursue any other remedy available to Lender, all as the Lender may elect.
- 2.5 Power of Sale.** If a Borrower's Event of Default shall have occurred, Lender may sell the Mortgaged Property in accordance with applicable state law to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect.
- 2.6 Application of Foreclosure or Sale Proceeds.** The proceeds of any foreclosure sale pursuant to Paragraph 2.5 shall be applied as follows:
- (a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Mortgaged Property for sale, and (ii) making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;
 - (b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Loan Agreement, or this Mortgage, as applicable, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Loan Agreement, such repayment to be applied in the manner determined by Lender;
 - (c) Third to the payment of the indebtedness (including but not limited to the Loan) secured hereby, with interest to date of sale at the applicable rate or rates specified in the Loan Agreement, or this Mortgage, as applicable, whether or not all of such indebtedness is then due;
 - (d) Fourth, the balance, if any, shall be paid as provided by law.
- 2.7 Lender's Option on Foreclosure.** At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.
- 2.8 Waiver of Exemption.** Borrower waives all rights of exemption pertaining to real property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of

any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

- 2.9 Delay or Omission No Waiver.** No delay or omission of the Lender or of any holder of the Loan Agreement to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Loan Agreement or this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.
- 2.10 Discontinuance of Proceedings; Position of Parties Restored.** In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.
- 2.11 Remedies Cumulative.** No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Loan Agreement, or now or hereafter existing at law or in equity or by statute.
- 2.12 Borrower's Remedies.** If a Lender's Event of Default shall have occurred, Borrower may (i) elect to extend the Maturity Date by one day for each day the default remains uncured by Lender or (ii) notify Lender of its termination of the Mortgage, and Lender hereby acknowledges that any such notice shall serve to release any and all obligations and liabilities of Borrower under this Mortgage and the Loan Documents. Borrower may exercise all rights given to it under the laws of the State of Alabama, and under this Mortgage and the other Loan Documents, including without limitation, the filing of actions in law or in equity.

ARTICLE 3 MISCELLANEOUS

- 3.1 Binding Effect.** Wherever in this Mortgage one of the parties hereto is named, the successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in is Mortgage by or on behalf of the Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective successors, assigns, distributees, and legal and personal representatives, whether so expressed or not.
- 3.2 Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.
- 3.3 Gender; Number.** Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.
- 3.4 Invalid Provisions to Affect No Others.** In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.
- 3.5 Addresses and Other Information.** The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements:

Name of Borrower (Debtor): Holland Holding Company LLC

Address of Borrower: 421 Opelika Rd, Auburn, AL 36830

Name of Lender (Secured Party): After Jack LLC

Address of Lender: 761 Bynum CutOff Road, Eastaboga, AL 36260

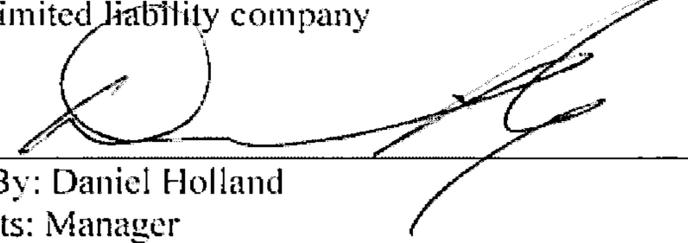
3.6 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

3.7 Review by Counsel. The parties acknowledge that each party and its attorney have reviewed and approved this Mortgage, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, Borrower and Lender have caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

BORROWER (Mortgagor, Debtor):

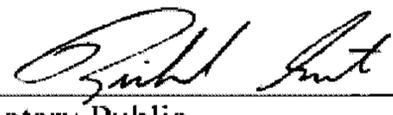
Holland Holding Company LLC, an Alabama limited liability company

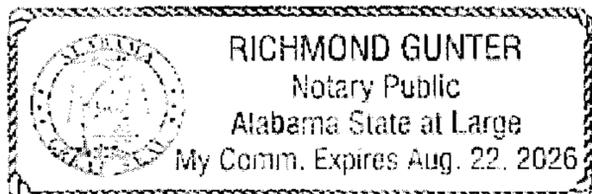

By: Daniel Holland
Its: Manager

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that **Daniel Holland**, whose name as Manager of Holland Holding Company LLC, an Alabama 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 such instrument, he executed the same voluntarily and with full authority as an act of the limited liability company on the day the same bears date.

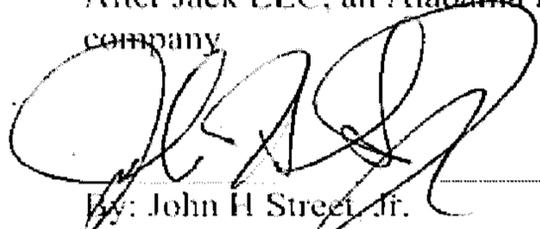
Given under my hand and official seal this 18th day of December, 2025.


Notary Public
My Commission Expires: 8/22/26



LENDER (Mortgagee):

Alter Jack LLC, an Alabama limited liability company

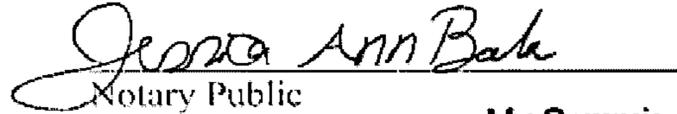
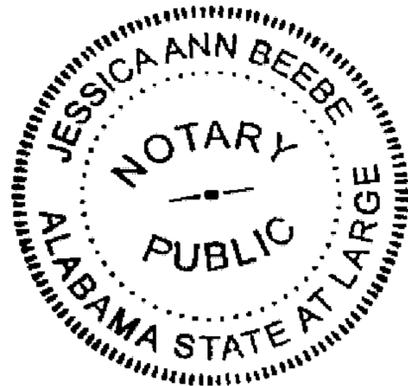


By: John H Street, Jr.
Its: Manager

STATE OF ALABAMA
COUNTY OF Calhoun

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that **John H Street, Jr.**, whose name as Manager of Alter Jack LLC, an Alabama 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 such instrument, he executed the same voluntarily and with full authority as an act of the limited liability company on the day the same bears date.

Given under my hand and official seal this 19th day of December, 2025.



Notary Public
My Commission Expires: **My Commission Expires**
January 1st 2029

EXHIBIT A
Legal Description

Parcel One:

A parcel of land in Shelby County, Alabama, described as follows:

Begin at a 1/2" rebar in place at the NW corner of the NW 1/4 of the NE 1/4 of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence South 89°19'30" West a distance of 85.52 feet to a point; thence South 00°03'00" West a distance of 590.98 feet to a point; thence North 88° 01'58" East a distance of 366.33 feet to a point; thence South 01°04'19" East a distance of 60.78 feet to a point; thence North 89°22'41" East a distance of 195.96 feet to a point; thence along a 150.00 foot radius curve for 96.31 feet, with a chord bearing of North 89°22'41" East and a chord distance of 94.66 feet to a point; thence along a 825.00 foot radius curve for 204.70 feet, with a chord bearing of North 59°41'59" East and a chord distance of 204.17 feet to a point; thence South 25°16'36" East a distance of 100.08 feet to a point; thence South 31°26'59" East a distance of 50.60 feet to a point; thence South 22°15'59" East a distance of 100.00 feet to a point; thence along a 575.00 foot radius curve for 74.45 feet, with a chord bearing of North 71°26'36" East and a chord distance of 74.41 feet to a point; thence North 75°09'10" East a distance of 24.87 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence South 41°01'52" East a distance of 55.72 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence North 75°09'10" East a distance of 5.90 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence South 16°36'33" East a distance of 50.02 feet to a point; thence South 29°06'10" East a distance of 125.70 feet to a point; thence North 57°05'41" East a distance of 11.23 feet to a point; thence South 37°08'46" East a distance of 101.40 feet to a point; thence South 68°15'41" East a distance of 154.28 feet to a point; thence North 88°34'02" East a distance of 149.49 feet to a point; thence North 20°29'53" West a distance of 175.18 feet to a point; thence South 85°04'01" West a distance of 160.02 feet to a point; thence North 11°23'48" West a distance of 161.58 feet to a point; thence North 75°20'24" East a distance of 26.55 feet to a point; thence North 14°39'36" West a distance of 100.00 feet to a point; thence South 75°20'24" West a distance of 5.90 feet to a point; thence North 14°39'36" West a distance of 100.00 feet to a point; thence South 75°20'24" West a distance of 24.59 feet to a point; thence North 14°39'36" West a distance of 149.70 feet to a point; thence North 75°12'39" West a distance of 8.20 feet to a point; thence North 14°53'36" West a distance of 250.00 feet to a point; thence South 75°20'24" West a distance of 46.00 feet to a point; thence North 05°04'17" East a distance of 101.12 feet to a point; thence North 00°28'34" West a distance of 125.02 feet to a point; thence North 89°31'26" East a distance of 10.05 feet to a point; thence North 00°28'34" West a distance of 227.25 feet to a point; thence South 89°12'55" West a distance of 1072.79 feet to the point of beginning; situated, lying and being in Shelby County, Alabama.

LESS AND EXCEPT from Parcel One: Lots 148, 149 and 150, Shiloh Creek-Phase II, Sector 4A, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 60 at Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel One is identified as Tax Parcel 35 2 10 0 001 001.014 by the Shelby County, Alabama Revenue Commissioner.

Parcel Two:

A parcel of land located in the Northeast one-fourth of the Northeast one-fourth and the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, and the Northwest one-fourth of the Northwest one-fourth of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows:

Commence at a 5/8" capped rebar (Survconn) being the Northeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence proceed South 89° 05' 31" West along the North boundary of said quarter-quarter section for a distance of 470.55 feet to a 1/2" rebar in place, said point being the point of beginning. From this beginning point proceed South 88° 37' 54" West along the North boundary of said quarter-quarter section for a distance of 685.16 feet (set 1/2" rebar CA-0114-LS) thence proceed North 20° 29' 53" West for a distance of 175.18 feet (set 1/2" rebar CA-0114-LS); thence proceed South 85° 04' 01" West for a distance of 160.02 feet (set 1/2" rebar CA-0114-LS); thence proceed North 11° 23' 48" West for a distance of 161.58 feet (set 1/2" rebar CA-0114-LS); thence proceed North 75° 20' 24" East for a distance of 26.55 feet (set 1/2" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 100.00 feet (set 1/2" rebar CA-0114-LS); thence proceed South

75° 20' 24" West for a distance of 5.90 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 100.00 feet (set ½" rebar CA-0114-LS); thence proceed South 75° 20' 24" West for a distance of 24.59 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 39' 36" West for a distance of 149.70 feet (set ½" rebar CA-0114-LS); thence proceed North 73° 12' 39" East for a distance of 8.20 feet (set ½" rebar CA-0114-LS); thence proceed North 14° 53' 36" West for a distance of 250.00 feet (set ½" rebar CA-0114-LS); thence proceed South 75° 20' 24" West for a distance of 46.00 feet (set ½" rebar CA-0114-LS); thence proceed North 05° 04' 17" East for a distance of 101.12 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 28' 34" West for a distance of 125.02 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 31' 26" East for a distance of 10.05 feet (set ½" rebar CA-0114-LS); thence proceed North 00° 28' 34" West for a distance of 227.28 feet (set ½" rebar CA-0114-LS); thence proceed North 89° 12' 55" East along the North boundary of the Northwest one-fourth of the Northeast one-fourth of said Section 10 for a distance of 245.31 feet to a 2" capped pipe in place; thence proceed South 89° 40' 09" East along the North boundary of the Northeast one-fourth of the Northeast one-fourth for a distance of 419.63 feet to a 2" capped pipe in place; thence proceed North 88° 12' 22" East along the North boundary of said quarter-quarter section for a distance of 477.94 feet to a ½" rebar in place; thence proceed North 89° 12' 14" East along the North boundary of said quarter-quarter section for a distance of 210.01 feet to a ½" rebar in place (Martin); thence proceed North 89° 05' 34" East along the North boundary of said quarter-quarter section for a distance of 182.66 feet to a 1" pipe in place being located on the West right-of-way of Shawanda Lane; thence proceed South 01° 03' 32" East along the West right-of-way of said road for a distance of 74.88 feet to the P. C. of a concave right having a delta angle of 90° 16' 04" and a radius of 25.00 feet; thence proceed Southwesterly along the West right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 44° 04' 30" West, 35.44 feet to the P. T. of said curve; thence proceed South 01° 19' 36" East along the West right-of-way of said road for a distance of 50.00 feet to the P. C. of a concave left having a delta angle of 89° 43' 56" and a radius of 25.00 feet; thence proceed Southeasterly along the West right-of-way of said road and along the curvature of said curve for a chord bearing and distance of South 45° 55' 30" East, 35.27 feet to the P. T. of said curve; thence proceed South 01° 03' 32" East along the West right-of-way of said road for a distance of 185.00 feet to the P. C. of a concave right having a delta angle of 90° 16' 04" and a radius of 25.00 feet; thence proceed Southwesterly along the West boundary of said road and along the curvature of said curve for a chord bearing and distance of South 44° 04' 30" West, 35.44 feet to the P. T. of said curve; thence proceed South 01° 19' 36" East for a distance of 50.00 feet to the P. C. of a concave left having a delta angle of 89° 43' 56" and a radius of 25.00 feet; thence proceed Southeasterly along the curvature of said curve for a chord bearing and distance of South 45° 55' 30" East, 35.27 feet to the P. T. of said curve; thence proceed North 89° 22' 34" East for a distance of 50.0 feet to the East right-of-way of Shawanda Lane; thence proceed South 01° 03' 47" East along the East right-of-way of said road for a distance of 94.93 feet to the Southwest corner of Lot No. 71 of the Shiloh Creek

Sector One Plat One as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 38 at Page 54; thence proceed North $89^{\circ} 06' 25''$ East along the South boundary said subdivision and along the South boundary of Shiloh Creek Sector One Plat Two as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 42 at Page 43 for a distance of 500.80 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed North $66^{\circ} 37' 09''$ East along the South boundary of said Shiloh Creek Sector One Plat Two for a distance of 42.45 feet (set $\frac{1}{2}$ " rebar CA-0114-LS) to the Southeast corner of said Lot No. 60 of said subdivision; thence proceed North $07^{\circ} 14' 19''$ West along the East boundary of said Lot No. 60 for a distance of 127.31 feet (set $\frac{1}{2}$ " rebar CA-0114-LS) to a point on the Southerly right-of-way of Creek Run Way; thence proceed Northeasterly along the Southerly right-of-way of said Creek Run Way and along the curvature of a concave curve left having a delta angle of $05^{\circ} 30' 51''$ and a radius of 525.0 feet for a chord bearing and distance of North $69^{\circ} 13' 46''$ East, 50.42 feet to the P. T. of said curve (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed North $66^{\circ} 37' 42''$ East along the Southerly right-of-way of said road for a distance of 12.55 feet (set $\frac{1}{2}$ " rebar CA-0114-LS) being the Northwest corner of Lot No. 59 of said Shiloh Creek Sector One Plat Two; thence proceed South $23^{\circ} 22' 36''$ East along the West boundary of said Lot No. 59 for a distance of 105.70 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed South $01^{\circ} 55' 30''$ East for a distance of 190.71 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed South $88^{\circ} 59' 12''$ West for a distance of 652.38 feet (set $\frac{1}{2}$ " rebar CA-0114-LS) to a point on the East boundary of the Northeast one-fourth of the Northeast one-fourth of said Section 10; thence proceed South $00^{\circ} 56' 58''$ East along the East boundary of said quarter-quarter section for a distance of 226.25 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed South $88^{\circ} 38' 19''$ West for a distance of 469.92 feet (set $\frac{1}{2}$ " rebar CA-0114-LS); thence proceed South $00^{\circ} 56' 58''$ East for a distance of 419.93 feet to the point of beginning; containing 41.82 acres, more or less, and situated, lying and being in Shelby County, Alabama.

LESS AND EXCEPT from Parcel Two the following:

Lots 75 to 101 (inclusive), Lots 225 to 248 (inclusive), Shiloh Creek-Phase II, Sector 1, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 52 at Page 80, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO LESS AND EXCEPT from Parcel Two:

Lots 119 to 136 (inclusive) and Lots 167 to 184 (inclusive), Shiloh Creek-Phase II, Sector 2, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 56 at Page 89, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO LESS AND EXCEPT from Parcel Two:

Lots 137 to 147 (inclusive), Lots 153 to 165 (inclusive) and Lot CA-1, Shiloh Creek-Phase II, Sector 4, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 59 at Page 4, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO LESS AND EXCEPT from Parcel Two:

Lots 148, 149 and 150, Shiloh Creek-Phase II, Sector 4A, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 60 at Page 64, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO LESS AND EXCEPT from Parcel Two:

Lot 166, Shiloh Creek-Phase II, Sector 3, according to and as shown on that certain map or plat of said subdivision filed for record in Plat Book 58 at Page 55, in the Office of the Judge of Probate of Shelby County, Alabama.

ALSO LESS AND EXCEPT from Parcel Two: Any public right of way dedicated to the City of Calera, Alabama by virtue of recording any plats referenced in this series of less and except descriptions from Parcel Two.

Parcel Two is identified as Tax Parcel 35 2 10 0 001 001.003 by the Shelby County, Alabama Revenue Commissioner.

Parcel Three:

A parcel of land situated in the NE 1/4 of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama, described as follows:

Commence at the Northwest corner of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama; thence run South 89°44'09" East a distance of 1281.72 feet; thence run South 02°03'18" East a distance of 209.48 feet; thence run South 88°40'49" East a distance of 190.93 feet; thence run North 44°21'10" East a distance of 261.07 feet to West right of way line of U.S. Highway No. 31; thence run South 02°28'56" West a distance of 190.87 feet along the West right of way line of U.S. Highway No.

31; thence run South 01°18'42" West a distance of 274.71 feet along the West right of way line of U.S. Highway No. 31; thence run North 89°43'10" West a distance of 346.25 feet; thence run South 01°41'04" East a distance of 656.59 feet; thence run South 89°07'27" East a distance of 324.13 feet to the West right of way line of U.S. Highway No. 31; thence run South 02°58'05" West a distance of 216.02 feet along the West right of way line of U.S. Highway No. 31; thence run North 88°48'53" West a distance of 306.57 feet; thence run North 88°39'40" West a distance of 663.08 feet; thence run North 88°39'40" West a distance of 250.17 feet; thence run North 00°45'39" West a distance of 658.51 feet; thence run North 89°51'07" West a distance of 401.63 feet; thence run North 00°11'19" East a distance of 669.49 feet to the point of beginning.

LESS AND EXCEPT from Parcel Three that certain property identified as Tax Parcel 35 1 11 0 001 003.001 and further less and except from Parcel Three:

LESS AND EXCEPT the following parcel that was conveyed to the City of Calera, Alabama in deed recorded in Instrument 20110223000061100, in the Probate Office of Shelby County, Alabama.

Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama; thence South 01°41'19" East a distance of 209.30 feet to a 1" solid bar found which is the point of beginning; thence South 88°40'49" East a distance of 192.28 feet to a point; thence North 44°21'10" East a distance of 261.07 feet to a point; thence South 01°47'53" West, and along the Westerly right of way of United States Highway 31, a distance of 191.43 feet to a point; thence South 01°47'53" West, and along the Westerly right of way of United States Highway 31, a distance of 268.86 feet to a point; thence North 89°43'10" West a distance of 352.22 feet to a point; thence North 01°41'19" West a distance of 275.17 feet to the point and place of beginning.

ALSO, LESS AND EXCEPT:

The Final Plat of Shiloh Creek Sector One Plat One, as recorded in Map Book 38, page 54, in the Probate Office of Shelby County, Alabama.

ALSO, LESS AND EXCEPT:

The Final Plat Resurvey of Lots 1-6, Shiloh Creek Sector One Plat One, as recorded in Map Book 39, page 59, in the Probate Office of Shelby County, Alabama.

ALSO, LESS AND EXCEPT:

The Final Plat Shiloh Creek Sector One Plat II, as recorded in Map Book 42, page 43, in the Probate Office of Shelby County, Alabama.

Parcel Three is identified as Tax Parcel 35 1 11 0 001 005.008 by the Shelby County, Alabama Revenue Commissioner.

Parcel Four

Commence at a 5/8" capped rebar (Survconn) being the Northeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence proceed South 89°05'31" West along the North boundary of said quarter-quarter section for a distance of 470.55 feet to a 1/2" rebar in place; thence proceed South 88° 37' 54" West along the North boundary of said quarter-quarter section for a distance of 685.16 feet (set 1/2" rebar CA-0114-LS), said point being the point of beginning. From this beginning point continue South 88°37'54" West along the North boundary of said quarter-quarter section for a distance 149.42 feet to a 2" pipe in place being the Northeast corner of the Southwest one-fourth of the Northeast one-fourth of said section; thence proceed South 00° 29' 02" East along the East boundary of said quarter-quarter section for a distance of 1330.56 feet to a 1 1/2" solid iron bar; thence proceed South 00° 28' 33" East along the East boundary of the Northwest one-fourth of the Southeast one-fourth for a distance of 664.86 feet to a 5/8" capped rebar in place (Survconn); thence proceed South 00° 28' 54" East along the East boundary of the Northwest one-fourth of the Southeast one-fourth for a distance of 665.34 feet to a 5/8" capped rebar in place (Survconn); thence proceed South 89° 50' 54" West along the South boundary of the Northwest one-fourth of the Southeast one-fourth for a distance of 1322.06 feet (set 1/2" rebar CA-0114-LS); thence proceed South 89° 02' 38" West along South boundary of the Northeast one-fourth of the Southwest one-fourth for a distance of 663.48 feet (set 1/2" rebar CA-0114-LS); thence proceed North 00° 42' 05" West along the West boundary of the East one half of said Northeast one-fourth of the Southwest one-fourth for a distance of 1322.32 feet to a 5/8" capped rebar in place (Carr); thence proceed South 87° 26' 05" East along the North boundary of said quarter-quarter section for a distance of 538.79 feet to a 2" capped pipe being located on a red painted line and wire fence; thence proceed North 88° 09' 42" East along the North boundary of the Northeast one-fourth of the Southwest one-fourth and along the North boundary of the Northwest one-fourth of the Southeast one-fourth for a distance of 785.25 feet (set 1/2" rebar CA-0114-LS); thence proceed North 00° 28' 15" West for a distance of 659.46 feet (set 1/2" rebar CA-0114-LS); thence proceed South 89° 20' 14" West for a distance of 778.89 feet (set 1/2" rebar CA-0114-LS) being located on a red painted line and wire fence; thence proceed North 00° 03' 00" East for a distance of 2020.82 feet (set 1/2" rebar CA-0114-LS) to a point on the North boundary of the Northeast one-fourth of the Northwest one-fourth of said Section 10; thence proceed North 89° 19' 30" East along the North boundary of said quarter-quarter section for a distance of 85.52 feet to a 1/2" rebar in place being the Northwest corner of the Northwest one-fourth of the Northeast one-fourth; thence proceed North 89° 12' 55" East along the North boundary of said quarter-quarter section for a distance of 1072.79 feet (set 1/2" rebar CA-0114LS); thence proceed South 00° 28' 34" East for a distance of 227.28 feet (set 1/2" rebar CA-0114LS); thence proceed South 89° 31' 26" West for a distance of 10.05 feet (set 1/2" rebar CA-0114LS); thence proceed South 00° 28' 34" East for a distance of 125.02 feet (set 1/2" rebar CA-0114LS); thence proceed South 05° 04' 17" West for a distance of 101.12 feet (set 1/2" rebar CA0114-LS); thence proceed North 75° 20' 24" East for a distance of 46.00 feet (set 1/2" rebar CA0114-LS); thence proceed South 14° 53' 36" East for a distance of 250.00 feet (set 1/2" rebar CA0114-LS); thence proceed South 73° 12' 39" West for a distance of 8.20 feet (set 1/2" rebar CA0114-LS); thence proceed South 14° 39' 36" East for a distance of 149.70 feet (set 1/2" rebar CA0114-LS); thence proceed North 75° 20' 24" East for a distance of 24.59 feet (set 1/2" rebar CA0114-LS); thence proceed South 14° 39' 36" East for a distance of 100.00 feet (set 1/2" rebar CA0114-LS); thence proceed North 75° 20' 24" East for a distance of 5.90 feet (set 1/2" rebar CA0114-LS); thence proceed South 14° 39' 36" East for a distance of 100.00 feet (set 1/2" rebar CA0114-LS); thence proceed South 75° 20' 24" West for a distance of 26.55 feet (set 1/2" rebar CA 0114-LS); thence proceed South 11 ° 23' 48" East for a distance of 161.58 feet (set 1/2" rebar CA0114-LS); thence proceed North 85° 04' 01" East for a distance of 160.02 feet

(set 1/2" rebar CA0114-LS); thence proceed South 20° 29' 53" East for a distance of 175.18 feet (set 1/2" rebar CA0114-LS) to the point of beginning.

The above described land is located in the Northeast one-fourth of the Northeast one-fourth, the Northwest one-fourth of the Northeast one-fourth, the Northeast one-fourth of the Northwest one-fourth, the Southeast one-fourth of the Northwest one-fourth, the Southwest one-fourth of the Northeast one-fourth, the Northwest one-fourth of the Southeast one-fourth, and the Northeast one-fourth of the Southwest one-fourth of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama, and contains 131.53 acres, more or less.

LESS AND EXCEPT from Parcel Four:

A parcel of land in Shelby County, Alabama, described as follows:

Begin at a 1/2" rebar in place at the NW corner of the NW 1/4 of the NE 1/4 of Section 10, Township 24 North, Range 13 East, Shelby County, Alabama; thence South 89°19'30" West a distance of 85.52 feet to a point; thence South 00°03'00" West a distance of 590.98 feet to a point; thence North 88° 01'58" East a distance of 366.33 feet to a point; thence South 01°04'19" East a distance of 60.78 feet to a point; thence North 89°22'41" East a distance of 195.96 feet to a point; thence along a 150.00 foot radius curve for 96.31 feet, with a chord bearing of North 89°22'41" East and a chord distance of 94.66 feet to a point; thence along a 825.00 foot radius curve for 204.70 feet, with a chord bearing of North 59°41'59" East and a chord distance of 204.17 feet to a point; thence South 25°16'36" East a distance of 100.08 feet to a point; thence South 31°26'59" East a distance of 50.60 feet to a point; thence South 22°15'59" East a distance of 100.00 feet to a point; thence along a 575.00 foot radius curve for 74.45 feet, with a chord bearing of North 71°26'36" East and a chord distance of 74.41 feet to a point; thence North 75°09'10" East a distance of 24.87 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence South 41°01'52" East a distance of 55.72 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence North 75°09'10" East a distance of 5.90 feet to a point; thence South 14°50'50" East a distance of 100.00 feet to a point; thence South 16°36'33" East a distance of 50.02 feet to a point; thence South 29°06'10" East a distance of 125.70 feet to a point; thence North 57°05'41" East a distance of 11.23 feet to a point; thence South 37°08'46" East a distance of 101.40 feet to a point; thence South 68°15'41" East a distance of 154.28 feet to a point; thence North 88°34'02" East a distance of 149.49 feet to a point; thence North 20°29'53" West a distance of 175.18 feet to a point; thence South 85°04'01" West a distance of 160.02 feet to a point; thence North 11°23'48" West a distance of 161.58 feet to a point; thence North 75°20'24" East a distance of 26.55 feet to a point; thence North 14°39'36" West a distance of 100.00 feet to a point; thence South 75°20'24" West a distance of 5.90 feet to a point; thence North 14°39'36" West a distance of 100.00 feet to a point; thence South 75°20'24" West a distance of 24.59 feet to a point; thence North 14°39'36" West a distance of 149.70 feet to a point; thence North 75°12'39" West a distance of 8.20 feet to a point; thence North 14°53'36" West a distance of 250.00 feet to a point; thence South 75°20'24" West a distance of 46.00 feet to a point; thence North 05°04'17" East a distance of 101.12 feet to a point; thence North 00°28'34" West a distance of 125.02 feet to a point; thence North 89°31'26" East a distance of 10.05 feet to a point; thence North 00°28'34" West a distance of 227.25 feet to a point; thence South 89°12'55" West a distance of 1072.79 feet to a the point of beginning; situated, lying and being in Shelby County, Alabama.

Parcel Four is identified as Tax Parcel 35 2 10 0 001 001.000 by the Shelby County, Alabama Revenue Commissioner.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk Page 15 of 15
 Shelby County, AL
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Allen S. Bezel