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This instrument was prepared by

Central State Bank, PO Box 180, Calera AL 35040
MORTGAGE
(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 6, 2026. The parties and their addresses are:

MORTGAGOR:

S AND M DEVELOPMENT L.L.C.
An Alabama Corporation
351 TRIPLE B DRIVE
MONTEVALLO, AL 35115-0000

LENDER:

CENTRAL STATE BANK
Organized and existing under the laws of Alabama
PO Box 180
Calera, AL 35040

1. **DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, sell and mortgage to Lender, with power of sale, the following described property:

see attached legal description

The property is located in SHELBY County at Co Rd 260 , Alabaster, Alabama 35007.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). When the Secured Debts are paid in full and all underlying agreements have been terminated, this Security Instrument will become null and void.

S and M DEVELOPMENT L L C.
Alabama Mortgage

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This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$2,000,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated February 6, 2026, from Mortgagor to Lender, with a maximum credit limit of \$2,000,000.00.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. TRANSFER OF AN INTEREST IN THE MORTGAGOR. If Mortgagor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Mortgagor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

12. WARRANTIES AND REPRESENTATIONS. Mortgagor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

- A. Power.** Mortgagor is duly organized, and validly existing and in good standing in all jurisdictions in which Mortgagor operates. Mortgagor has the power and authority to enter into this transaction and to carry on Mortgagor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Mortgagor operates.
- B. Authority.** The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Mortgagor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Mortgagor is a party or to which Mortgagor is or any of Mortgagor's property is subject.
- C. Name and Place of Business.** Other than previously disclosed in writing to Lender, Mortgagor has not changed Mortgagor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve Mortgagor's existing name, trade names and franchises.

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuing, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

15. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary

termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Mortgagor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Mortgagor's business, including ownership, management, and financial conditions.

N. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

O. Death or Incompetency of a Guarantor. Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.

P. Failure to Comply with Laws. Mortgagor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Mortgagor is subject or which apply to Mortgagor's business, property or assets.

Q. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with this transaction.

17. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender will apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure.

Upon any sale of the Property, Lender will make and deliver a deed without warranty or appropriate deed required by applicable law that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. REDEMPTION. The period of redemption after sale on foreclosure will be one year. Any agreement to extend the redemption period must be in writing.

19. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

21. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

22. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

24. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

25. OTHER TERMS. The following are applicable to this Security Instrument:

A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

26. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

27. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

28. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

29. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

30. **NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

S and M DEVELOPMENT L.L.C.

By  _____ Date _____ (Seal)
JASON E SPINKS, Manager

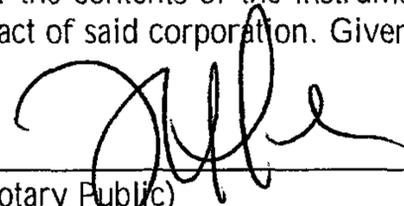
(Attest) _____ Date _____

ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, TRA HERRON, a notary public, in and for said County in said State, hereby certify that JASON E SPINKS, whose name(s) as Manager of the S and M DEVELOPMENT L.L.C. a corporation, is/are 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/they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 6th day of February 2026.

My commission expires:
MY COMMISSION EXPIRES MARCH 7, 2028



(Notary Public)
TRA HERRON

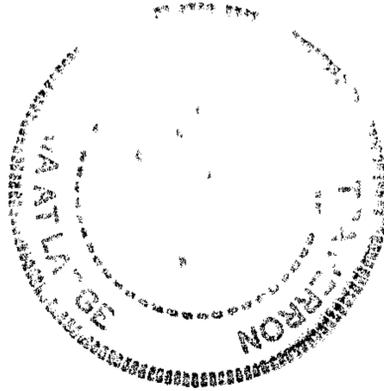


EXHIBIT "A"**Parcel 1**

BEGIN at the NW Corner of the SW 1/4 of the NW 1/4 of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N87°49'10"E a distance of 2006.79' to the Northerly R.O.W. line of Norfolk Southern Railroad; thence S57°02'05"W and along said R.O.W. line a distance of 147.36', to a curve to the right, having a radius of 2047.50', subtended by a chord bearing S62°52'02"W, and a chord distance of 416.12'; thence along the arc of said curve and along said R.O.W. line for a distance of 416.84'; thence S68°41'58"W and along said R.O.W. line a distance of 1556.65', to a curve to the left, having a radius of 3052.50', subtended by a chord bearing S68°11'12"W, and a chord distance of 54.64'; thence along the arc of said curve and along said R.O.W. line for a distance of 54.64'; thence N00°45'35"W and leaving said R.O.W. line a distance of 779.44' to the POINT OF BEGINNING.

Parcel 2

BEGIN at the NE Corner of the SE 1/4 of the NW 1/4 of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°43'05"E a distance of 830.78'; thence S43°35'05"W a distance of 698.53'; thence S87°38'15"W a distance of 839.83' to the SW Corner of the SE 1/4 of the NW 1/4 of above said Section 13; thence S00°43'27"E a distance of 825.55'; thence S87°43'25"W a distance of 495.05'; thence N46°37'07"W a distance of 1156.02' to the SW Corner of the SW 1/4 of the NW 1/4 of above said Section 13; thence N00°45'35"W a distance of 434.32' to the Southerly R.O.W. line of Norfolk Southern Railroad, to a curve to the right, having a radius of 2952.50', subtended by a chord bearing N67°48'08"E, and a chord distance of 92.48'; thence along the arc of said curve and along said R.O.W. line for a distance of 92.49'; thence N68°41'58"E and along said R.O.W. line a distance of 1556.65', to a curve to the left, having a radius of 2147.50', subtended by a chord bearing N62°52'02"E, and a chord distance of 436.45'; thence along the arc of said curve and along said R.O.W. line for a distance of 437.20'; thence N57°02'05"E and along said R.O.W. line a distance of 315.21'; thence N87°49'10"E and leaving said R.O.W. line a distance of 451.97' to the POINT OF BEGINNING.

Parcel 3

BEGIN at the NW Corner of the NE 1/4 of the SE 1/4 of Section 14, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence N89°48'06"E a distance of 1319.70' to the NE Corner of the NE 1/4 of the SE 1/4 of above said Section 14; thence S00°44'15"E a distance of 2147.05' to the approximate centerline of Shelby County Highway 260; thence S72°18'29"W and along said centerline a distance of 220.96'; thence S80°14'55"W and along said centerline a distance of 158.28'; thence S71°39'35"W and along said centerline a distance of 179.16'; thence S63°04'14"W and along said centerline a distance of 210.97'; thence S78°27'34"W and along said centerline a distance of 318.34'; thence N86°09'07"W and along said centerline a distance of 82.40'; thence S88°04'20"W and along said centerline a distance of 160.97'; thence S82°17'46"W and along said centerline a distance of 46.70'; thence N00°29'54"W and leaving said centerline a distance of 2458.11' to the POINT OF BEGINNING. LESS AND EXCEPT any property lying inside the Right-of-Way of Shelby County Highway 260.

Parcel 4

BEGIN at the NE Corner of Section 13, Township 21 South, Range 4 West, Shelby County, Alabama, said point being the POINT OF BEGINNING; thence S00°28'55"E a distance of 262.26' to the Northerly R.O.W. line of Norfolk Southern Railroad, to a curve to the left, having a radius of 2063.54', subtended by a chord bearing of

S74°40'39"W, and a chord distance of 401.51'; thence along the arc of said curve and along said R.O.W. line for a distance of 402.14'; thence S69°40'22"W and along said R.O. W. line a distance of 1350.87'; thence N00°32'59"W and leaving said R.O.W. line a distance of 776.38'; thence N87°53'07"E a distance of 1660.35' to the POINT OF BEGINNING.

Parcel 5

Part of the SE 1/4 of the SE 1/4 of Section 14, Township 21 South, Range 4 West Shelby County, Alabama described as follows: Begin at a 3" capped pipe at the SE corner of said 1/4 - 1/4 section and run S 89°17' 44" W, along the South 1/4-1/4 line, 1330.73 feet to a 2" capped pipe purported to be the SW corner of said 1/4 - 1/4 section; thence N 0°36'55" W along the West 1/4 - 1/4 line, 175.63 feet to a number 5 capped rebar stamped MCGEEE ENG CAD440LS; thence continue N 0°36'55" W 22.40 feet to the center of Shelby County Road 260; thence run along the center line of said road, more or less, these bearings, distances and curved lines; thence N 82°18'04" E, 46.72 feet; thence run 161.31 feet along the arc of a curve to the right, which has a radius of 800.00 feet, a chord bearing of N 88°04'38"E and a chord distance of 161.03 feet; thence S 86°08'49" E, 82.43 feet; thence run 322.32 feet, along the arc of a curve to the left, which has a radius of 600.00 feet, a chord bearing of N 78°27'52" E. and a chord distance of 318.46 feet; thence N 63°04'32" E, 211.05 feet; thence run 179.90 feet, along the arc of a curve to the right, which has a radius of 600.00 feet, a chord bearing of N 71°39'53" E, and a chord distance of 179.23 feet; thence N 80°15'13" E, 158.34 feet; thence run 221.75 feet, along the arc of a curve to the left, which has a radius of 800.00 feet, a chord bearing of N 72°18'47"E and a chord distance of 221.04 feet to the East line of said 1/4 - 1/4 section; thence leaving said road center line and run S 0°43'33" E, along the East 1/4 - 1/4 line, 28.67 feet to a number 5 capped rebar stamped MCGEHEE ENG CA0440LS; thence continue S 0°43'33" E, along the East 1/4 - 1/4 line, 468.75 feet to the Point of Beginning. Said described property contains 9.51 acres so the center of Shelby County Road 260, less and except that part which lies within the county prescriptive right-of-way of said road.

Parcel 6

A parcel of land, being a portion of the Southeast 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the Southeast 1/4 of the Northwest 1/4, all of the Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 13 and the Southwest 1/4 of the Northwest 1/4 of Section 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 46 degrees 31 minutes 52 seconds West for a distance of 1422.55 feet to a railroad spike set in the center of a gravel road, said point being the POINT OF BEGINNING, said point also being on a curve to the right, having a radius of 1099.40 feet, a chord bearing of North 50 degrees 49 minutes 20 seconds East and a chord length of 227.67 feet; thence along the arc of said curve and along said centerline for an arc distance of 228.08 feet to a point of a reverse curve to the left, having a radius of 700.00 feet, a chord bearing of North 45 degrees 33 minutes 52 seconds East and a chord length of 271.88 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 273.62 feet to a point of a reverse curve to the right, having a radius of 1115.00 feet, a chord bearing of North 40 degrees 24 minutes 43 seconds East and a chord length of 234.86 feet; thence along the arc of said curve, continuing along said centerline for a distance of 235.30 feet to a point of a reverse curve to the left, having a radius of 2000.00 feet, a chord bearing of North 42 degrees 22 minutes 14 seconds East and a chord length of 285.08 feet; thence along the arc of said curve, continuing along said centerline for a distance of 285.32 feet to a point of a reverse curve to the right, having a radius of 2020.00 feet, a chord bearing of North 39 degrees 11 minutes 42 seconds

East and a chord length of 64.25 feet; thence along the arc of said curve, continuing along said centerline for a distance of 64.26 feet to a railroad spike set; thence continuing along the last described course, along a curve to the right, having a radius of 2020.00 feet, a chord bearing of North 44 degrees 28 minutes 12 seconds East and a chord length of 307.39 feet; thence along the arc of said curve and along said centerline for a distance of 307.69 feet to a point of a reverse curve to the left, having a radius of 1050.00 feet, a chord bearing of North 42 degrees 15 minutes 54 seconds East and a chord length of 240.22 feet; thence along the arc of said curve, continuing along said centerline for a distance of 240.75 feet to a point of a reverse curve to the right, having a radius of 1000.00 feet, a chord bearing of North 41 degrees 49 minutes 08 seconds East and a chord length of 213.30 feet; thence along the arc of said curve, continuing along said centerline for a distance of 213.71 feet to a point; thence continuing along said centerline the following five calls: North 47 degrees 56 minutes 28 seconds East for a distance of 483.50 feet to a point on a curve to the right, having a radius of 650.00 feet, a chord bearing of North 62 degrees 00 minutes 30 seconds East and a chord length of 315.98 feet; thence along the arc of said curve for a distance of 319.18 feet to a point of a reverse curve to the left, having a radius of 1100.00 feet, a chord bearing of North 69 degrees 34 minutes 20 seconds East and a chord length of 249.18 feet; thence along the arc of said curve for a distance of 249.72 feet to a point; thence North 63 degrees 04 minutes 07 seconds East for a distance of 573.45 feet to a point on a curve to the right, having a radius of 500.00 feet, a chord bearing of North 75 degrees 14 minutes 37 seconds East and a chord length of 210.90 feet; thence along the arc of said curve for a distance of 212.49 feet to a railroad spike set; thence North 54 degrees 24 minutes 26 seconds East and leaving said centerline for a distance of 867.04 feet to a railroad spike set in the center of a gravel road, to a point on a curve to the right, having a radius of 200.00 feet, a chord bearing of North 36 degrees 08 minutes 08 seconds East and a chord length of 134.19 feet; thence along the arc of said curve, continuing along said centerline for a distance of 136.85 feet; thence North 55 degrees 44 minutes 14 seconds East, continuing along said centerline for a distance of 251.92 feet to a point on a curve to the right, having a radius of 470.00 feet, a chord bearing of North 65 degrees 53 minutes 26 seconds East and a chord length of 165.70 feet; thence along the arc of said curve, continuing along said centerline for a distance of 166.57 feet; thence North 76 degrees 02 minutes 37 seconds East, continuing along said centerline for a distance of 139.68 feet; thence North 87 degrees 29 minutes 56 seconds West and leaving said centerline for a distance of 499.18 feet; thence North 00 degrees 28 minutes 55 seconds West a distance of 952.53 feet to the Southerly R.O.W. line of a Norfolk Southern Railroad; said point also being a curve to the left, having a radius of 1963.54 feet, and a chord bearing of South 74 degrees 25 minutes 56 seconds West and a chord distance of 366.31 feet; thence along the arc of said curve and along said R.O. W. line for a distance of 366.84 feet; thence South 69 degrees 40 minutes 22 seconds West and along said R.O.W. line a distance of 1387.34 feet; thence South 00 degrees 32 minutes 59 seconds East and leaving said R.O. W. line a distance of 435.39 feet; thence South 87 degrees 49 minutes 10 seconds West a distance of 995.30 feet; thence South 00 degrees 43 minutes 05 seconds East a distance of 830.78 feet; thence South 43 degrees 35 minutes 05 seconds West a distance of 698.53 feet; thence South 87 degrees 38 minutes 15 seconds West a distance of 839.83 feet; thence South 00 degrees 43 minutes 27 seconds East a distance of 825.55 feet; thence South 87 degrees 43 minutes 25 seconds West a distance of 495.05 feet; thence South 46 degrees 32 minutes 42 seconds East a distance of 689.23 feet; thence South 46 degrees 31 minutes 52 seconds East a distance of 419.55 feet to the POINT OF BEGINNING.

Parcel 7

A parcel of land, being a portion of the Southeast 1/4 of the Southeast 1/4, the Southwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southeast 1/4, the Northwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section

13, and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 87 degrees 36 minutes 31 seconds East along the South line of said Section 13 for a distance of 848.67 feet to a 1/2" rebar set; thence leaving said South line, North 44 degrees 54 minutes 31 seconds East for a distance of 421.76 feet to a 1/2" rebar set and the POINT OF BEGINNING of the parcel herein described; thence North 45 degrees 05 minutes 29 seconds West for a distance of 2008.50 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 2020.00 feet, a chord bearing of North 44 degrees 28 minutes 12 seconds East and a chord length of 307.39 feet; thence along the arc of said curve and along said centerline for a distance of 307.69 feet to a point of a reverse curve to the left, having a radius of 1050.00 feet, a chord bearing of North 42 degrees 15 minutes 54 seconds East and a chord length of 240.22 feet; thence along the arc of said curve, continuing along said centerline for a distance of 240.75 feet to a point of a reverse curve to the right, having a radius of 1000.00 feet, a chord bearing of North 41 degrees 49 minutes 08 seconds East and a chord length of 213.30 feet; thence along the arc of said curve, continuing along said centerline for a distance of 213.71 feet to a point; thence continuing along said centerline the following five calls: North 47 degrees 56 minutes 28 seconds East for a distance of 483.50 feet to a point on a curve to the right, having a radius of 650.00 feet, a chord bearing of North 62 degrees 00 minutes 30 seconds East and a chord length of 315.98 feet; thence along the arc of said curve for a distance of 319.18 feet to a point of a reverse curve to the left, having a radius of 1100.00 feet, a chord bearing of North 69 degrees 34 minutes 20 seconds East and a chord length of 249.18 feet; thence along the arc of said curve for a distance of 249.72 feet to a point; thence North 63 degrees 04 minutes 07 seconds East for a distance of 573.45 feet to a point on a curve to the right, having a radius of 500.00 feet, a chord bearing of North 75 degrees 14 minutes 37 seconds East and a chord length of 210.90 feet; thence along the arc of said curve for a distance of 212.49 feet to a railroad spike set; thence leaving said centerline, North 54 degrees 24 minutes 26 seconds East for a distance of 867.04 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 200.00 feet, a chord bearing of North 36 degrees 08 minutes 08 seconds East and a chord length of 134.19 feet; thence along the arc of said curve and along said centerline for a distance of 136.85 feet to a point; thence continuing along said centerline for the following 3 calls: North 55 degrees 44 minutes 14 seconds East for a distance of 251.92 feet to a point on a curve to the right, having a radius of 470.00 feet, a chord bearing of North 65 degrees 53 minutes 26 seconds East and a chord length of 165.70 feet; thence along the arc of said curve for a distance of 166.57 feet to a point; thence North 76 degrees 02 minutes 37 seconds East for a distance of 139.68 feet to a railroad spike set on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 18; thence leaving said centerline, South 87 degrees 29 minutes 56 seconds East along said North line for a distance of 782.02 feet to a 3" capped pipe found at the Northeast corner of said 1/4-1/4 section; thence South 00 degrees 30 minutes 21 seconds East along the East line of said 1/4-1/4 section for a distance of 1609.73 feet to a railroad spike set in the centerline of a gravel road; thence along said centerline the following 3 calls: South 67 degrees 55 minutes 46 seconds West for a distance of 108.37 feet to a point on a curve to the right, having a radius of 277.54 feet, a chord bearing of South 84 degrees 17 minutes 14 seconds West and a chord length of 156.33 feet; thence along the arc of said curve for a distance of 158.47 feet to a point of a reverse curve to the left, having a radius of 1170.33 feet, a chord bearing of South 87 degrees 36 minutes 25 seconds West and a chord length of 528.05 feet; thence along the arc of said curve for a distance of 532.64 feet to a railroad spike set; thence leaving said centerline, South 44 degrees 54 minutes 31 seconds West for a distance of 2796.75 feet to the POINT OF BEGINNING.

Parcel 8

A parcel of land, being a portion of the Southwest 1/4 of the Southeast 1/4, the Southeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 46 degrees 31 minutes 52 seconds West for a distance of 1422.55 feet to a railroad spike set in the center of a gravel road, said point being on a curve to the right, having a radius of 1099.40 feet, a chord bearing of North 50 degrees 49 minutes 20 seconds East and a chord length of 227.67 feet; thence along the arc of said curve and along said centerline for an arc distance of 228.08 feet to a point of a reverse curve to the left, having a radius of 700.00 feet, a chord bearing of North 45 degrees 33 minutes 52 seconds East and a chord length of 271.88 feet; thence along the arc of said curve, continuing along said centerline, for a distance of 273.62 feet to a point of a reverse curve to the right, having a radius of 1115.00 feet, a chord bearing of North 40 degrees 24 minutes 43 seconds East and a chord length of 234.86 feet; thence along the arc of said curve, continuing along said centerline for a distance of 235.30 feet to a point of a reverse curve to the left, having a radius of 2000.00 feet, a chord bearing of North 42 degrees 22 minutes 14 seconds East and a chord length of 285.08 feet; thence along the arc of said curve, continuing along said centerline for a distance of 285.32 feet to a point of a reverse curve to the right, having a radius of 2020.00 feet, a chord bearing of North 39 degrees 11 minutes 42 seconds East and a chord length of 64.25 feet; thence along the arc of said curve, continuing along said centerline for a distance of 64.26 feet to a railroad spike set; thence leaving said centerline, South 45 degrees 05 minutes 29 seconds East for a distance of 2008.50 feet to a 1/2" rebar set; thence South 44 degrees 54 minutes 31 seconds West for a distance of 421.76 feet to a 1/2" rebar set on the South line of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence South 87 degrees 36 minutes 31 seconds West along said South line for a distance of 846.67 feet to the POINT OF BEGINNING.

Parcel 9

A parcel of land situated in Sections 13 & 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at a 3" capped pipe found and locally accepted to be the Southwest corner of said Section 18; thence North 00 degrees 29 minutes 25 seconds West along the West line of said Section 18 for a distance of 976.56 feet to a 5/8" rebar found (Drummond); thence leaving said West line, South 87 degrees 23 minutes 38 seconds East for a distance of 1282.72 feet to a 5/8" capped rebar found (Drummond) on the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 18; thence North 00 degrees 30 minutes 21 seconds West along said West line for a distance of 1364.69 feet to a railroad spike in the center of a gravel road; thence along centerline of said gravel road South 67 degrees 55' 46" West for a distance of 108.37 feet to a curve to the right having a radius of 277.54 feet and a chord bearing of South 84 degrees 17' 14" West and a chord distance of 156.33 feet; thence along said centerline curve to the right an arc distance of 158.47 feet to a point on a reverse curve to the left having a radius of 1170.33 feet and a chord bearing of South 87 degrees 36' 25" West with a chord distance of 528.05 feet; thence along said centerline curve an arc distance of 532.64 feet to a railroad spike in the centerline of a gravel road; thence leaving said centerline South 44 degrees 54' 31" West for a distance of 3218.51 feet a 1/2" rebar; thence North 87 degrees 36' 31" East 1796.34 feet to the POINT OF BEGINNING.

Parcel 10

Township 21 South, Range 3 West, Shelby County, Alabama
Section 18:

That part of the Southwest 1/4 of the Northeast 1/4 (SW 1/4 of NE 1/4) South of Shelby County Road 260; That part of the Southeast 1/4 of the Northwest 1/4 (SE 1/4 of NW 1/4) South of Shelby County Road 260; The Northwest 1/4 of the Southeast 1/4 (NW 1/4 of SE 1/4); The Northeast 1/4 of the Southwest 1/4 (NE 1/4 of SW 1/4) South of Shelby County Road 260; The Southeast 1/4 of the Southwest 1/4 (SE 1/4 of SW 1/4); The Southwest 1/4 of the Southwest 1/4 (SW 1/4 of SW 1/4) Less and Except the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 (N 1/2 of 1/2 of SW 1/4 of SW 1/4).

Parcel 11

Township 21 South, Range 3 West, Shelby County, Alabama
Section 19:

The Northwest 1/4 of the Northwest 1/4 (NW 1/4 of NW 1/4) West of Clark Creek less and except a rectangular parcel of land lying in the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of said Section 19. Described as follows: Beginning at the Northwest corner of said Section 19; thence in a Southerly direction with a bearing of South 18 deg, 31 min. East a distance of 1120.1 feet to the point of beginning; thence in a Westerly direction with a bearing of South 79 deg 17 min. 30 sec. West a distance of 216.0 feet to a point; thence on a Southerly direction with a bearing of South 10 deg 42 min. 30 sec. East a distance of 276.0 feet to a point; thence in a Easterly direction with a bearing of North 79 deg 17 min. 30 sec. East a distance of 216.0 feet to a point; thence in a Northerly direction with a bearing of North 10 deg 42 min. 30 sec. West a distance of 276.0 feet to the point of beginning; That part of the Northeast 1/4 of the Northwest 1/4 (NE 1/4 of NW 1/4) lying North and West of Clark Creek; That part of the Southwest 1/4 of the Northwest 1/4 (SW 1/4 of NW 1/4) West of Clark Creek.

Parcel 12

Township 21 South, Range 4 West, Shelby County, Alabama
Section 24:

The North 1/2 of the Northeast 1/4 (N 1/2 of NE 1/4); The Southwest 1/4 of the Northeast 1/4 (SW 1/4 of NE 1/4); The Southeast 1/4 of the Northeast 1/4 (SE 1/4 of NE 1/4) West of Clark Creek; The Northwest 1/4 of the Southeast 1/4 (NW 1/4 of SE 1/4); The Northeast 1/4 of the Southeast 1/4 (NE 1/4 of SE 1/4) West of Clark Creek; The Southwest 1/4 of the Southeast 1/4 (SW 1/4 of SE 1/4) North and West of Clark Creek; The Southeast 1/4 of the Southeast 1/4 (SE 1/4 of SE 1/4) North and West of Clark Creek.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/24/2026 03:41:48 PM
\$3064.00 BRITTANI
20260224000052700

Alvin S. Bayl