



*First American Title*TM

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Jeffrey S. Robinson, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Landmark Title of Alabama

ALTA® Universal ID: 0689340

Commitment No.: 23-0213

Property Address: Ebell Road Oneonta AL 35121

Revision No.:

Issuing Office: n/a

Loan ID No.:

Issuing Office File No.: 23-0213

SCHEDULE A

1. Commitment Date: 10/14/23 at 8:00 A.M.
2. Policy to be issued:
 - (a) ALTA® Owner's Policy of Title Insurance
 ALTA® Homeowner's Policy of Title Insurance
 Proposed Insured: TBD
 Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Loan Policy of Title Insurance
 ALTA® Expanded Coverage Residential Loan Policy
 Proposed Insured: TBD, its successors and/or assigns as their interest may appear
 Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:
 J and G Farms, L.L.C., J & G Farms, LLC , Capehart Farms, LLC, J & G Farms, Limited Liability Company
5. The Land is described as follows:
 See Attached Exhibit "A" for Legal Description

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 


Authorized Signatory

Alabama Department of Insurance License No. Leida A. Foust
0764336 Carl Dalton NeSmith 0658408

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII	

Commitment No.: 23-0213

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:


1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a) Warranty Deed from J and G Farms, L.L.C. a/k/a J & G Farms, Limited Liability Company a/k/a J & G Farms, LLC a/k/a J and G Farms, LLC, Capehart Farms, LLC, by proper authority, to TBD, conveying subject property, must be executed and filed for record.
5. Payment, satisfaction and cancellation of that certain Accommodation Mortgage from J & G Farms, LLC to Karen A. Skinner, Trustee of the Daniel S. McBride Trust under Will of Gale McBride dated April 24, 2018, filed for record May 8, 2018 and recorded in Book Gen 2018, Page 11165, Probate Office of Blount County, Alabama. (Parcel 1)
6. Payment, satisfaction and cancellation of that certain Mortgage from J & G Farms, LLC to Louie Holcombe dated October 31, 2012, filed for record November 2, 2012 and recorded in Book Gen 2012, Page 27136, Probate Office of Blount County, Alabama. (Parcel 2)
7. Affidavit of Adverse Possession from J & G Farms, Limited Liability Company, must be executed and filed for record. (Parcel 4)

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Schedule BI & BII (Cont.)	

Commitment No.: 23-0213

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:


1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable. 2023 taxes paid in the amount of \$61.85 under Parcel I.D. No. 15-06-24-0-000-025.000, \$285.90 under Parcel I.D. No. 15-06-24-4-000-001.000, \$34.50 under Parcel I.D. No. 16-04-19-3-000-003.000, \$83.00 under Parcel I.D. No. 15-06-24-4-000-002.000, \$1169.10 under Parcel I.D. No. 15-06-24-3-000-001.000, \$85.80 under Parcel I.D. No. 16-04-19-3-000-001.000, \$219.10 under Parcel I.D. No. 16-04-19-0-000-003.000, \$86.50 under Parcel I.D. No. 15-07-25-1-000-004.000, \$132.20 under Parcel I.D. No. 15-06-24-0-000-024.000, \$45.70 under Parcel I.D. No. 15-07-25-2-000-002.000, \$73.00 under Parcel I.D. No. 15-07-25-1-000-005.000, \$28.90 under Parcel I.D. No. 16-04-19-3-000-002.000, \$2333.90 under Parcel I.D. No. 15-06-24-3-000-006.000, \$15.30 under Parcel I.D. No. 15-06-24-3-000-001.002, \$20.25 under Parcel I.D. No. 15-06-24-0-000-022.000 and \$134.50 under Parcel I.D. No. 15-07-25-1-000-004.001. 2024 taxes will include Parcel Number 15-06-24-0-000-001.004. The above tax information is provided for informational purposes only. Tax information has been based on the present assessment rolls, but is subject to changes or future adjustments that may be made by the Tax Assessor or the County’s Board of Equalization. No liability is assumed for the accuracy of the amount of taxes paid or for any changes imposed by said county authority.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the records of such agency or by the Public Records.
4. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
5. Easements, liens or encumbrances, or claims thereof, not shown by the Public Record.

Continued . . .

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	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII (Cont.)	

Commitment No.: 23-0213

SCHEDULE B, PART II (Continued)

Exceptions (Continued)

6. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after Date of Policy, not shown by the Public Records.
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. No insurance is afforded as to the exact amount of acreage contained in the lands described in Schedule A herein.
10. Oil, Gas and Mineral Lease, from Glenn L. Trinkle and Pearl Whited Trinkle, to Trans-Texas Energy, Inc., dated April 4, 1980, filed for record June 3, 1980 and recorded in Deed Book 270, Page 325, Probate Office, Blount County, Alabama.
11. Right of Way to Blount County, dated June 24, 1972, filed for record June 26, 1972 at 10:15 A.M. and recorded in Deed Book 213, Page 221, Probate Office, Blount County, Alabama.
12. Permit from Thomas E. Whited and wife, Marie A. Whited; Billy A. Whited and wife, Lucille Whited; Glenn L. Trinkle and wife, Pearl W. Trinkle, to Alabama Power Company, dated October 4, 1963, filed for record January 9, 1964 at 10:00 A.M. and recorded in Deed Book 166, Page 153, Probate Office, Blount County, Alabama.
13. Riparian rights for Whited Lake.
14. Easement to Alabama Power Company dated November 25, 2009, filed for record March 30, 2010 and recorded in Book Gen 2010, Page 6639, Probate Office of Blount County, Alabama.

Continued . . .

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15. 25 foot easement described in Deed dated May 18, 1992 and filed for record May 19, 1992 in Deed Book 353, Page 759, Probate Office of Blount County, Alabama.
16. Pole Line Permit to Alabama Power Company dated March 9, 1967, filed for record June 24, 1967 and recorded in Deed Book 185, Page 603, Probate Office of Blount County, Alabama.
17. Right of way to Oneonta Telephone Company recorded October 9, 1952 at 9:00 AM in Deed Book 103, Page 452, Probate Office, Blount County, Alabama.
18. Right of way from H. F. Whited and wife, Lizzie Whited to Alabama Power Company, dated March 14, 1929 and filed for record on March 19, 1929 at 10:00 AM in Deed Book 49, Page 128, Probate Office, Blount County, Alabama.
19. Pole Line Permit to Alabama Power Company dated October 4, 1963, filed for record January 9, 1964 and recorded in Deed Book 166, Page 153, Probate Office of Blount County, Alabama.
20. Pole Line Permit to Alabama Power Company dated September 10, 1964, filed for record January 30, 1965 and recorded in Deed Book 172, Page 123, Probate Office of Blount County, Alabama.
21. Easement to Alabama Power Company dated February 3, 1971, filed for record February 19, 1976 and recorded in Deed Record Vol. 205, Page 365, Probate Office of Blount County, Alabama.
22. Unrecorded easement to Larry Whited lying 20 feet adjacent to and east of the West line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the North 15 acres of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 19, Township 12 South, Range 2 East.

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	First American Title™	ISSUED BY First American Title Insurance Company
Exhibit A		

File No.: 23-0213

The Land referred to herein below is situated in the County of Blount, State of Alabama, and is described as follows:

TRACT 1:

The SE¼ of the NE¼ of Section 24, Township 12 South, Range 1 East, Also the South ½ of Section 24, Township 12 South, Range 1 East

Less and except the following described parcels:

Exception #1 – All that part of the S ½ of Section 24, Township 12, Range 1 East, lying West of State Hwy 231.

Exception #2 – Less and Except: A parcel of land lying in the Northwest ¼ of the Southwest ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama, being more particularly described as follows: Commence at the purported NE corner of the NW ¼ of the SW ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama, a found 1" iron pipe; thence run a measured bearing N 89 degrees 58'59" W along the purported North line of said NW ¼ of the SW ¼ for a measured distance of 229.52' to a found ½" capped rebar (JD Jones AL7507); thence continue along said purported North line for a measured bearing N 89 degrees 56'50" W for a measured distance of 124.97' to a found ½" capped rebar (JD Jones AL 7507) at the point of beginning; thence run a measured bearing N 88 degrees 55'20" W for a measured distance of 27.61' to a found 1" crimped iron pipe; thence run a measured bearing N 89 degrees 56'50" W for a measured distance of 212.51' to a set ½" capped rebar (LS11281); thence leaving said purported North line run a measured bearing N 15 degrees 05'50" W for a measured distance of 86.88' to a set ½" capped rebar (LS11281) on the Southeast right-of-way line of Ebell Road; thence run a measured bearing S 39 degrees 14'51" W along said Southeast right-of-way line for a measured distance of 118.67' to a set ½" capped rebar (LS11281) on the Northeast right-of-way line of U.S. Highway #231; thence leaving said Southeast right-of-way line run a measured bearing S 18 degrees 45'26" E along said Northeast right-of-way line for a measured distance of 644.94; to a set ½" capped rebar (LS11281); thence leaving said Northeast right-of-way line run a measured bearing N 54 degrees 51'56" E for a measured distance of 38.31' to a set ½" capped rebar (LS11281); thence run a measured bearing N 37 degrees 55'46" E for a measured distance of 67.86" to a set ½" capped rebar (LS11281); thence run a measured bearing N 06 degrees 15'51" E for a measured distance of 124.67" to a set ½" capped rebar (LS11281); thence run a measured bearing N 24 degrees 38'21" E for a measured distance of 80.29' to a set ½" capped rebar (LS11281); thence run a measured bearing N 01 degrees 42'36" e for a measured distance of 345.67' to the point of beginning. Containing 3.04 acres more or less.

Subject to a 30' Ingress and Egress Easement more particularly described as follows: Commence at a purported NE corner of the NW ¼ of the SW ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama, a found 1" iron pipe; thence run a measured bearing N 89 degrees 58'59" W along the purported North line of said NW ¼ of the SW ¼ for measured distance of 229.52 to a found ½" capped rebar (JD Jones AL7507); thence continue along said purported North line for a measured bearing N 89 degrees 56'50" W for a measured distance of 124.97' to a found ½" capped rebar (JD Jones AL7507); thence run a measured bearing N 88 degrees 55'20" W for a measured distance of 27.61' to a found 1" crimped iron pipe; thence run a measured bearing N 89 degrees 56'50" W for a measured distance of 212.51' to a set ½" capped rebar (LS11281); thence leaving said purported North line run a measured bearing N 15 degrees 05'50" W for a measured distance of 86.88' to a set ½" capped rebar (LS11281) on the Southeast right-of-way line of Ebell Road; thence run a measured bearing S 39 degrees 14'51" W along said Southeast right-of-way line for a measured distance of 118.67' to a set ½" capped rebar (LS11281) on the Northeast right-of-way line of U.S. Highway #231; thence leaving said Southeast right-of-way line run a measured bearing S 18 degrees 45'26" E along said Northeast right-of-way line for a measured distance of 613.67' to the point of beginning of a 30' Easement for Ingress and Egress; thence continue along last described course for a measured distance of 31.27' to a set ½" capped rebar (LS11281); thence leaving said Northeast right-of-way run a measured bearing N 54 degrees 51'56" E for a measured distance of 38.31' to a set ½" capped rebar (LS11281); thence run a measured bearing N 37 degrees 55'46" E for a measured distance of 67.86' to a set ½" capped rebar (LS11281); thence run a measured bearing N 52 degrees 04'14" W for a measured distance of 30.00' to a point; thence run a measured bearing S 37 degrees 55'46" W for a measured distance of 63.39' to a point; thence run a measured bearing S 54 degrees 51'56" W for a measured distance of 25.03' to the point of beginning. Containing 0.06 acres, more or less.

Exception #3

Begin at the SE corner of the NE¼ of the SW¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama; thence run N0°1'33"W for 328.74 feet; thence run N87°45'44"E for 100.07 feet; thence run N0°2'10"W for 330.89 feet; thence run S87°47'17" W for 1898.05 feet to the Easterly R.O.W. line of US HWY #231; thence Southerly along said R.O.W. 675.36 feet to the South line of said ¼-¼ Section; thence run N89°34'8"E for 1489.61 feet to the point of beginning.

Exception #4

Commence at the SW corner of the SE¼ of SW¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama; thence run S89°57'52"E for 548.67 feet to the point of beginning; thence continue along the last described course for 504.86 feet; thence run N17°52'15"W for 412.62 feet; thence run S81°27'20"W for 499.36 feet to the Easterly R.O.W. line of US HWY #231; thence run S20°29'56"E along said R.O.W. for 330.30 feet to the point of beginning. Containing 4.11 acres.

Exception #5

Commence at the SE corner of the Section 24, Township 12 South, Range 1 East, Blount County, Alabama; thence run N0°11'35"E for 385.42 feet; thence run S88°18'27"W for 62.60 feet; thence run S76°52'25"W for 220.0 feet; thence run N80°35'35"W for 78.87 feet; thence run S60°24'25"W for 277.92 feet; thence run S0°21'0"E for 114.49 feet; thence run S26°29'52"E for 94.30 feet to the South line of said Section 24; thence run S88°55'29"E for 552.33 feet to the point of beginning.

Also less and except any part lying within the R.O.W. of US HWY #231.

TRACT 2:

Commence at the NE corner of Section 25, Township 12 South, Range 1 East, Blount County, Alabama; thence run N88°55'29"W for 552.33 feet to the point of beginning; thence run S49°4'34"E for 109.02 feet; thence run S19°5'4"E for 97.76 feet; thence run S71°35'50"W for 643.28 feet to the center for a Woods Road; thence along the center of said road the following described courses S37°37'21"W for 99.52 feet; thence run S7°31'11"W for 188.52 feet; thence run S0°37'47"W for 255.16 feet; thence run S21°39'46"E for 101.84 feet; thence run S19°5'59"W for 441.89 feet; thence leaving said road run S86°38'37"W for 154.70 feet to a fence; thence along said fence the following courses N3°22'39"W for 48.95 feet; thence run N20°41'22"W for 357.68 feet; thence run N33°17'23"W for 776.58 feet; thence run N8°25'12"W for 317.37 feet; thence run N2°11'40"W for 55.78 feet to the North line of said Section; thence run N89°56'15"E for 1432.84 feet to the point of beginning.

TRACT 3:

Commence at the SW corner of Section 19, Township 12 South, Range 2 East, Blount County, Alabama; thence run N0°11'35"E along the West line of said Section for 2245.49 feet to the point of beginning; thence run N89°37'13" E for 1294.77 feet; thence run N0°12'26"E for 404.01 feet; thence run N89°37'12"E for 648.11 feet; thence run S0°4'42"E for 667.39 feet; thence run N89°59'23"W for 649.12 feet; thence run S0°0'37"W for 662.96 feet; thence run N89°37'11"E for 1298.22 feet; thence run N0°4'35"W for 1325.91 feet; thence run N89°35'59"E for 1304.79 feet; thence run N0°44'26"W for 616.34 feet; thence run S89°36'51"W for 1289.36 feet; thence run N0°26'25"W for 1304.12 feet ; thence run N88°59'57"E for 1282.51 feet; thence run N0°26'58"W for 660.54 feet to the North line of said Section 19; thence run N89°55'36"W along said North line for 2561.65 feet; thence run S0°12'0"W for 1829.87 feet; thence run N89°21'23"W for 1294.92 feet; thence run S 0°11'35"W for 1212.88 feet to the point of beginning.

Less and except the following described parcels:

Exception #6

A part of the NE¼ of the NW¼ of Section 19, Township 12 South, Range 2 East, Blount County, Alabama, more particularly described as follows: From the NE corner of said NE¼ of NW¼; thence S74°38'33"W, 703.68' to the point of beginning; thence S40°14'30"E, 120.16'; thence S45°28'30"W 124.20'; thence S51°01'30"W 131.6'; thence S36°41'30"W, 86.3'; thence S21°35'30"E, 74.5'; thence S76°07"W, 194.49'; thence N23°42'30"W, 115.8'; thence N31°46'30"E, 132.77'; thence N53°03'30"E, 378.98' to the point of beginning. Containing 1.84 acres more or less.

Exception #7

All that portion of the NW¼ of the NE¼ and NE¼ of NW¼ of Section 19, Township 12 South, Range 2 East lying North and East of Fire Tower Road.

Less and except any part lying within the R.O.W. of Whited Road and Fire Tower Road.

Tract 4:

This property is located in the SE ¼ of the NW ¼ and the SW ¼ of the NE ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama; Begin at "a cross in a rock" at the NE corner of the SW ¼ of the NE ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama; thence run South 0°41'00" E along the East line of said ¼-¼ line for 1346.72 feet to "a cross in a rock"; thence run North 89°04'39" W for 2149.21 feet "to a bolt described in survey by Ashville Land Surveyors"; thence run North 0°34'30" W for 525.70 feet "to a threaded rod"; thence run North 89°05'49" W for 518.09 feet "to a capped rebar (Ashville Land Surveyors)"; thence run North 2°30'01" W for 852.62 feet "to an iron pipe"; thence run South 85°29'14" E for 703.47 feet "to an iron pipe"; thence run South 89°28'27" E for 268.74 feet "to a capped rebar" in Ebell Road; thence continue along the last described course for 1723.42 feet to the point of beginning.

Less and Except:

A parcel of land lying in the Northwest ¼ of Section 24, Township 12, Range 1 East, Blount County, Alabama, being more particularly described as follows: Commence at the NE corner of the SE ¼ of the NW ¼ of Section 24, Township 12, Range 1 East, Blount County, Alabama, a found 1.5" iron pipe; thence run a measured bearing S 89°32'51" W along the North line of said SE ¼ of the NW ¼ for a measured distance of 398.43' to a found ½ capped rebar (illegible cap) in the asphalt of Ebell Road; thence continue along said North line for the following: run a measured bearing S 89°31'54" W for a measured distance of 34.39' to a set ½ capped rebar (LS11281) on the West right-of-way line of said road at the point of beginning; thence run a measured bearing S 89°31'54" W for a measured distance of 234.69' to a found 1.23" iron pipe; thence leaving said North line run a measured bearing N 86°20'58" W for a measured distance of 696.67' to a found 1.25" iron pipe; thence run a measured bearing S 04°55'02" e for a measured distance of 383.65' to a set ½ capped rebar (LS11281) on the West line of the SE ¼ of the NW ¼; thence run a measured bearing S 00°43'57" E along said West line for a measured distance of 305.97' to a found ½ capped rebar (CW Butler PLS#13890); thence continue along said West line and run a measured bearing S 00°33'56" E for a measured distance of 163.18' to a found 1" rebar; thence leaving said West line run a measured bearing S 89°42'59" E for a measured distance of 7.10' to a found ½ capped rebar (Ashville CA-0514LS); thence run a measured bearing N 89°59'17" E for a measured distance of 516.46' to a found bent 1" rebar; thence run a measured bearing S 01°51'32" E for a measured distance of 74.02' to a found ½ capped rebar (Ashville CA-0514LS) on the West right-of-way line of Ebell Road at the beginning of a curve to the left with a radius of 655.46', a delta angle of 26°58'50", a measured chord bearing N 53°58'07" E and a measured chord distance of 305.81'; thence run along West right-of-way line for the following: run along the arc of said curve for a measured distance of 308.66' to a set ½ capped rebar (LS11281) at the end of said curve; thence run a measured bearing N 40°28'25" E for a measured distance of 151.02' to a set ½ capped rebar (LS11281) at the beginning of a curve to the left with a radius of 445.05', a delta angle of 29°01'32", a measured chord bearing N 25°57'39" E and a measured chord distance of 223.05'; thence run along the arc of said curve for a measured distance of 225.46' to a set ½ capped rebar (LS11281) at the end of said curve; thence run a measured bearing N 03°04'08" E for a measured distance of 65.79' to a set ½ capped rebar (LS11281) at the beginning of a curve to the left with a radius of 258.67', a delta angle of 24°28'56", a measured chord bearing N 08°18'21" W and a measured chord distance of 109.69'; thence run along the arc of said curve for a measured distance of 110.53' to a set ½ capped rebar (LS11281) at the end of said curve; thence run a measured bearing N 20°32'49" W for a measured distance of 143.05' to a set ½ capped rebar (LS11281) at the beginning of a curve to the right with a radius of 234.11', a delta angle of 19°51'17", a measured chord bearing N 10°37'08" W and a measured chord distance of 80.72'; thence run along the arc of said curve for a measured distance of 81.13' to the end of said curve at the point of beginning. Containing 17.2 acres, more or less. Subject to any easements, rights-of-way, or restrictions of record that may exist.

Tract 5:

Commence at the NE corner of Section 25, Township 12 south, Range 1 East, Blount County, Alabama; thence run N 89°44'45" W along the North line of said Section 25 for 1985.32 feet to the point of beginning; thence continue along the last described course for 981.79 feet; thence run S 18°15'46" E, for 15.12 feet; thence run N 89°21'22" W for 504.41 feet to the easterly right of way line of Alabama State Highway 231; thence run S 20°32'17" E along said right of way line for 1490.88 feet; thence run N 82°38'06" E leaving said right of way for 226.90 feet to the SW corner of the NW¼ of the NE¼ of said Section 25; thence run S 88°41'48" E for 1338.10 feet to a fence; thence along said fence the following courses: N 3°22'39" W for 48.95 feet; thence run N 20°41'22" W for 357.68 feet; thence run N 33°17'23" W for 776.58 feet; thence run N 8°25'12" W for 317.37 feet; thence run N 2°26'14" W for 55.28 feet to the North line of said section and the point of beginning. Containing 47.6 acres more or less.

Tract 6:

The NW ¼ of the NE ¼ by SW ¼ of Section 19, Township 12, Range 2 East, ten (10) acres.

Tract 7:

Part of the SE ¼ of the SW ¼ of Section 24, Township 12 South, Range 1 East, more particularly described as follows: From the Southwest corner of said ¼-¼, thence Easterly along the section line a distance of 556.3 feet to a pipe corner of the East right of way of the U.S. Highway No. 231, the point of beginning; thence continue East along said section line a distance of 495 feet to a pipe corner; thence 111 degrees 02 minutes to the left, parallel to said East right of way; a distance of 330 feet to a pipe corner; thence 68 degrees 58 minutes to the left, parallel to the South boundary of said Section 24, a distance of 495 feet to a pipe corner on the East right of way of U.S. Highway No. 231; thence in a Southeasterly direction along said right of way a distance of 330 feet to the point of beginning. Containing 3.50 acres, more or less, situated in Blount County, Alabama.

Also, a part of the SE ¼ of the SW ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama, more particularly described as follows: From the Southwest corner of said SE ¼ of SW ¼, thence East, 556.17 feet meas. (556.3 feet deed) along the section line to a 1" pipe found on the East right of way of U.S. Highway No. 231; thence N 21°00'50" W, 330.15 feet meas. (330 feet deed) along said right of way to a 1" pipe found and the point of beginning; thence leaving said right of way run N 80°28'30" E, 489.39 feet to an iron set; thence S 8°29'55" E, 82.29 feet to a 1" pipe found; thence N 89°57'10" W, 494.80 feet meas. (495 feet deed) to the point of beginning. Containing 0.46 acres, more or less.

Tract 8:

Part of the SW ¼ of the NW ¼ of Section 24, Township 12 South, Range 1 East, Blount County, Alabama, described as follows: Begin at the Southeast corner of the SW ¼ of the NW ¼ of said Section 24, run North 31 minutes West along the one-fourth mile line 349.41 feet to a pipe on the South right of way of a paved county road; thence along said right of way N 82 degrees 27 minutes West, 154.50 feet to a curve; thence along said curve concaved South with a central angle of 16 degrees and 09 minutes and a radius of 366.55 feet along an arc of 103.32 feet to a pipe; thence S 31 minutes E, 368.76 feet to a pipe on the South boundary of the SW ¼ of the NW ¼ of said Section 24; thence East along the one-half mile line 256.81 feet to the point of beginning.

Tract 9:

Commence at the NE corner of the NE ¼ of the NE ¼ of Section 25, Township 12 South, Range 1 East, Blount County, Alabama; thence run South 01 degrees 55 minutes 2 seconds West along the East line of said ¼ for 208.46 feet to the point of beginning; thence continue along the last described course for 1182.34 feet thence run South 89 degrees 50 minutes 58 seconds West along the South line of said ¼ for 1184.14 feet; thence run North 19 degrees 5 minutes 59 seconds East along the centerline of a logging road for 452.20 feet; thence run North 21 degrees 39 minutes 46 seconds West for 101.84 feet; thence run North 0 degrees 37 minutes 47 seconds East for 255.16 feet; thence run North 7 degrees 31 minutes 11 seconds East for 188.52 feet; thence run North 37 degrees 37 minutes 21 seconds East for 99.52 feet; thence run North 71 degrees 35 minutes 50 seconds East for 625.41 feet; thence run South 2 degrees 7 minutes 59 seconds West for 210.87 feet; thence run North 70 degrees 32 minutes 41 seconds East for 466.13 feet to the point of beginning.