

(Name) Jerry E. Held, Esquire
✓ SIROTE, PERMUTT, FRIEND, FRIEDMAN, ZELD & APOLINSKY, P.A.
(Address) 2222 Arlington Avenue South, Birmingham, Alabama 35255

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Crystal

Petroleum Company, Inc., an Alabama corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Marathon Petroleum
Company

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty-Two Thousand and No/100 Dollars
(\$ 22,000.00), ~~XXXXXX~~ in consideration of the extension of a line of
credit to Crystal-U.S.A. Oil, Inc., by the Mortgagee herein, for which
the Mortgagor herein has given to Mortgagee a Guaranty Agreement dated
October 28, 1982, and in furtherance of the guarantee by Mortgagor herein
of the open account indebtedness of said Crystal-U.S.A. Oil, Inc.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Crystal Petroleum Company, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby County, State of Alabama, to-wit:

(See legal description set forth on Exhibit "A" attached hereto and made
a part hereof.)

Mortgagors and Mortgagee acknowledge and agree that this Mortgage
is a Second Mortgage on the premises described herein.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Crystal Petroleum Company, Inc., by and through its duly authorized officer,

have hereunto set its signature and seal, this _____ day of _____, 19 83
CRYSTAL PETROLEUM COMPANY, INC. (SEAL)
By Joseph R. Saxon (SEAL)
Its President (SEAL)
_____, (SEAL)
_____, (SEAL)

BOOK 429 PAGE 802

THE STATE of _____ }
COUNTY _____ }

I, _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day,
that being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19 _____
Notary Public.

THE STATE of Alabama }
COUNTY Jefferson }
I, Joseph R. Saxon, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that _____
whose name as President of Crystal Petroleum Company, Inc.
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.
Given under my hand and official seal, this the 4 day of April, 19 83
Frederick L. Lippert, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE—ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"

Part of the SW 1/4 of SW 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the NW corner of SW 1/4 of SW 1/4 of Section 30, Township 19 South, Range 2 West, run in a southerly direction along the west line of said 1/4-1/4 section for a distance of 239.57 feet to the point of beginning; thence continue along last mentioned course for a distance of 240.71 feet; thence turn an angle to the left of 90 degrees, 09 minutes and leaving said 1/4-1/4 section line run in an easterly direction for a distance of 21.72 feet to a point on the westerly right of way line of U.S. Highway #31, South; thence turn an angle to the left of 81 degrees, 41 minutes, 30 seconds and run in a north-easterly direction along said right of way line for a distance of 278.41 feet; thence turn an angle to the left of 141 degrees, 04 minutes, 30 seconds and leaving said right of way line, run in a southwesterly direction for a distance of 52.15 feet; thence turn an angle to the right of 44 degrees, 20 minutes, 15 seconds and run in a westerly direction for a distance of 23.04 feet, more or less, to the point of beginning, containing 0.228 acres, more or less.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 APR 18 AM 10:08

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

Mtg TAX	33.00
Rec	4.50
Ind	1.00
	<hr/> 38.50