

**NOTE PURCHASE AGREEMENT AND ASSIGNMENT OF MORTGAGES AND
ASSIGNMENT OF RENTS AND LEASES AND CLAIMS IN THE ESTATE OF
LOUISE HILDEBRAND**

STATE OF ALABAMA)
)
SHELBY COUNTY)

IN CONSIDERATION OF \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned hereby transfers, sets over, and assigns without recourse unto CHARLIE Group, LLC (or "PURCHASER"), all of its rights, title, and interest in and to the notes (Exhibits "1" and "2") listed below. The notes are collateralized by Mortgages (Exhibits "3" and "4") executed by Louise Hildebrand dated May 12, 1998 in favor of First National Bank of Shelby County n/k/a Renasant Bank and recorded in the Judge of Probate's Office of Shelby County, Alabama, at Instrument Number 1998-17631 and the other mortgage also executed by Louise Hildebrand in favor of First National Bank of Columbiana n/k/a Renasant Bank is dated October 22, 1991 and is recorded in the Probate Court of Shelby County, Alabama at Book 370 Page 160 plus an Assignment of Rents and Leases (Exhibit "5") dated April 20, 2011 executed by Louise Hildebrand in favor of Merchants and Farmers Bank n/k/a Renasant Bank which is recorded in the Probate Office of Shelby County, Alabama at Instrument Number 20110502000131930. In addition, the notes are further evidenced by two claims filed in the Estate of Louise Hildebrand (Exhibits "6" and "7") by Renasant Bank. In addition to its rights, title, and interest in the notes listed below, RENASANT BANK sets over, and assigns without recourse unto Purchaser all of its rights, title, and interest in and to the above mentioned Mortgages, Assignment of Rents and Leases and the Claims in the Estate of Louise Hildebrand.

Renewal Note dated April 20, 2011 in the amount of \$443,113.37, executed by Louise V. Hildebrand in favor of Merchants and Farmers Bank n/k/a Renasant Bank with interest accruing at a rate of 6.25%

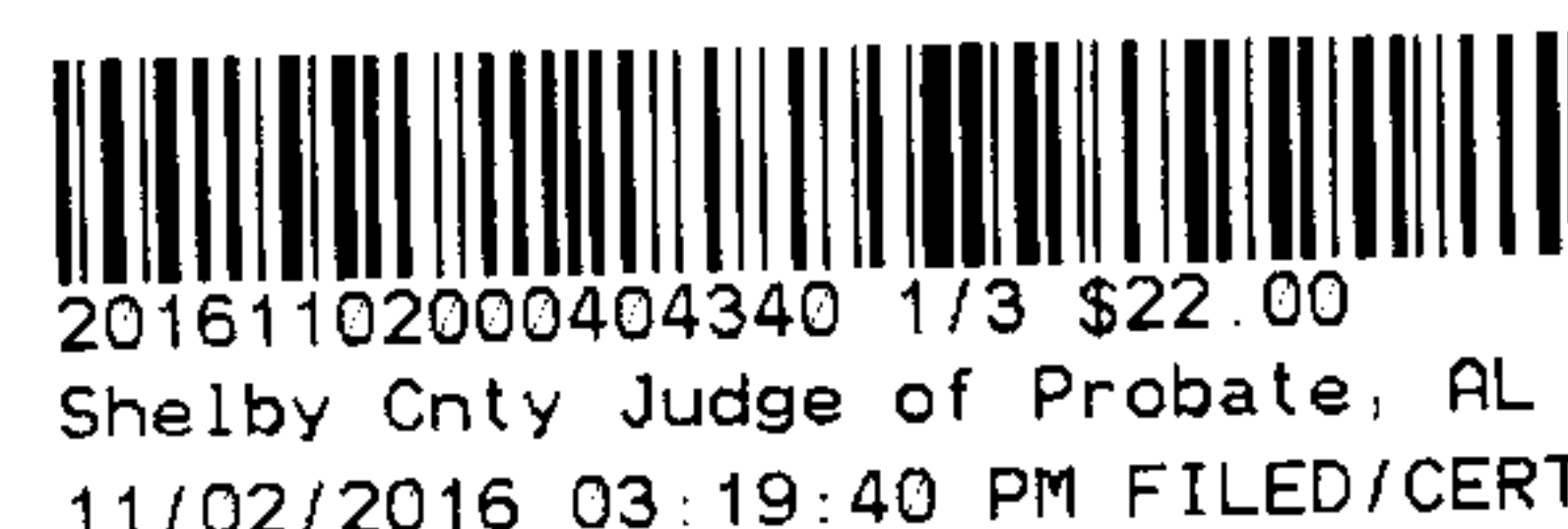
Home Equity Line of Credit Agreement dated October 22, 1993, executed by Louise V. Hildebrand in favor of First National Bank of Columbiana n/k/a Renasant Bank and Amended on February 10, 2002 with interest accruing at a rate of 4.00%.

NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ARE OR HAVE BEEN MADE BY RENASANT BANK, OR ANYONE ACTING ON ITS BEHALF. PARTICULARLY, WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, NO WARRANTIES OR REPRESENTATIONS HAVE BEEN MADE TO PURCHASER REGARDING (i) THE COLLECTIBILITY OF THE LOANS; (ii) THE CREDITWORTHINESS OF ANY BORROWER OR OBLIGOR; (iii) THE FORM OR SUFFICIENCY OF THE LOAN DOCUMENTATION; (iv) THE VALUE OF ANY COLLATERAL OF ANY TYPE WHICH SECURES THE REPAYMENT OF THE LOANS; (v) THE TRANSFERABILITY AND ENFORCEABILITY OF THE NOTES OR COLLATERAL DOCUMENTS SUPPORTING THE LOANS OR THE CLAIMS IN THE ESTATE OF LOUISE HILDEBRAND; (vi) THE COLLATERAL'S FREEDOM FROM LIENS AND ENCUMBRANCES, IN WHOLE OR IN PART; OR (vii) THE VALIDITY OF ANY COLLATERAL DOCUMENTS OR THEIR RECORDATION. THE LOANS SOLD TO BUYER UNDER THIS AGREEMENT ARE SOLD AND TRANSFERRED AS IS WHERE IS AND WITHOUT RECOURSE TO RENASANT BANK.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed by its duly authorized officer this the 31st day of October, 2016.

RENASANT BANK

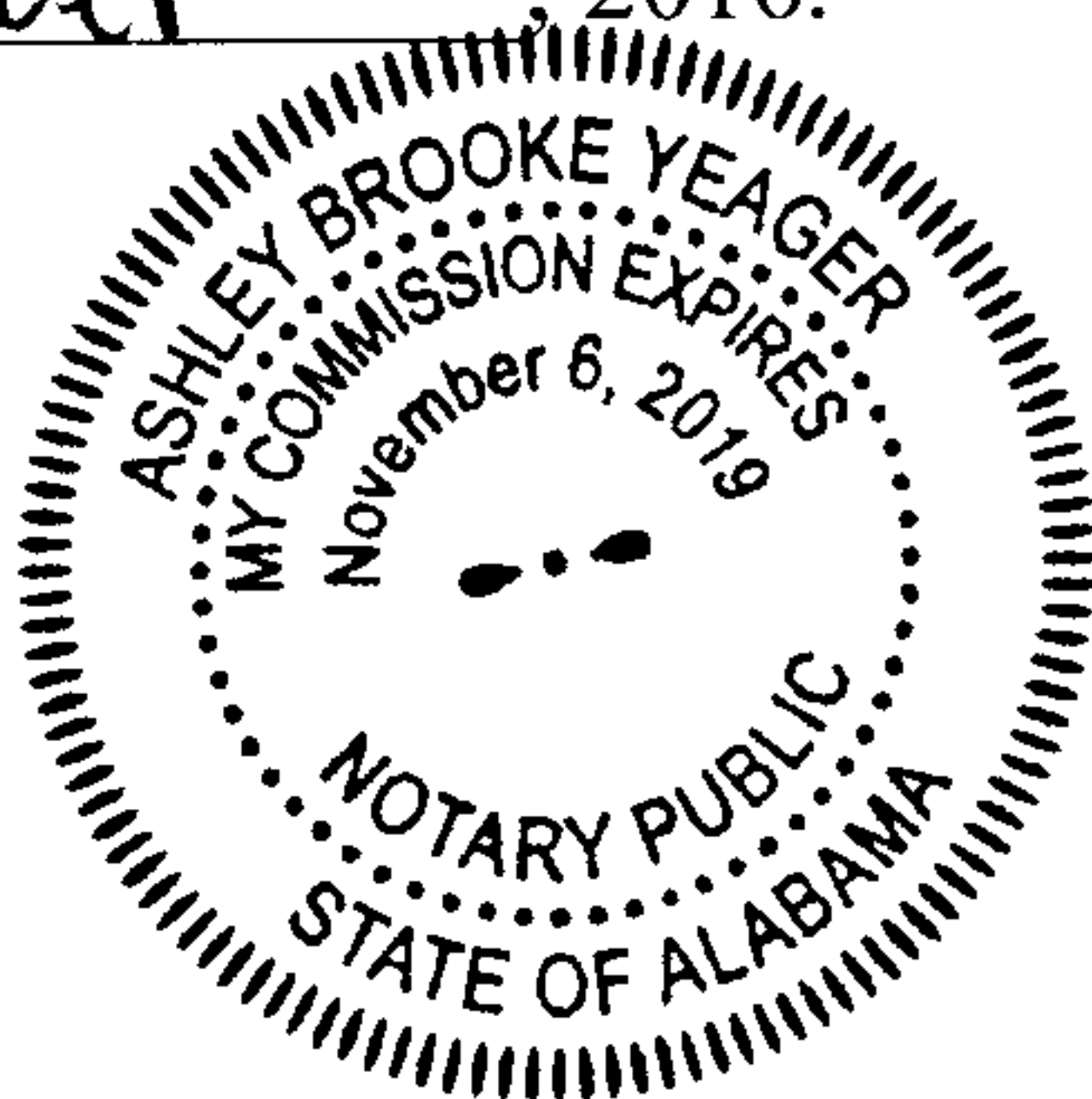
BY: William A. Bond
ITS: Senior Vice President



STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that William G. Bond, whose name as Senior Vice President of RENASANT BANK, is signed to the foregoing Note Purchase Agreement and Assignment of Mortgages and Claims in the Estate of Louise Hildebrand, that he in his capacity, 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 31st day of October, 2016.



Ashley Brooke Yeager
NOTARY PUBLIC
My commission Expires: 11/6/19

CHARLIE GROUP, LLC

BY: _____
ITS: _____

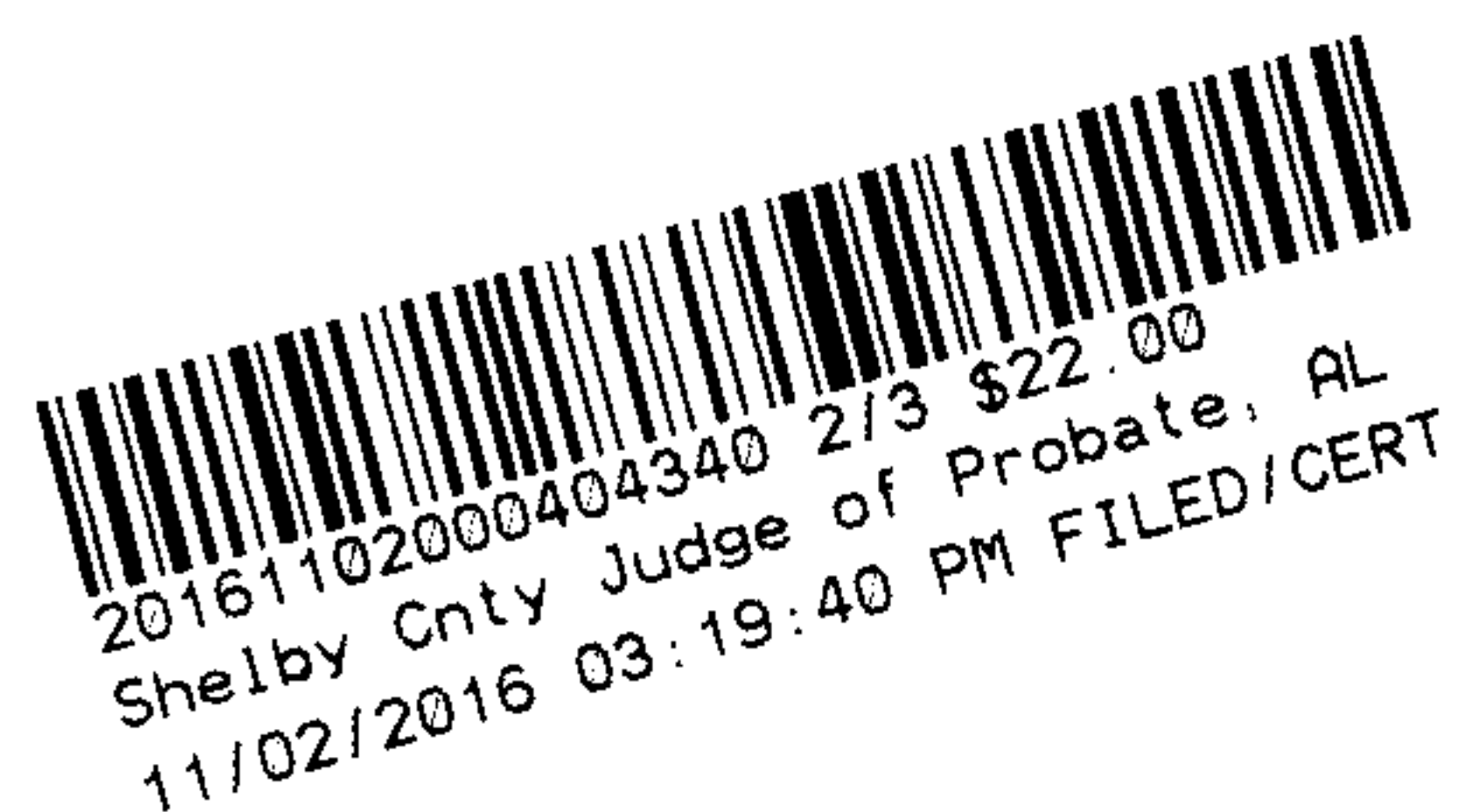
STATE OF _____)
COUNTY OF _____)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____ whose name as _____ of CHARLIE GROUP, LLC, is signed to the foregoing Note Purchase Agreement and Assignment of Mortgages and Claims in the Estate of Louise Hildebrand, that he in his capacity, 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 _____ day of _____, 2016.

NOTARY PUBLIC
My commission Expires: _____

THIS INSTRUMENT PREPARED BY:
Burt W. Newsome
NEWSOME LAW, L.L.C.
194 Narrows Drive
Suite 103
Birmingham, Alabama 35242
Phone: (205) 747-1972
Fax: (205) 747-1971



STATE OF _____)
COUNTY OF _____)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of RENASANT BANK, is signed to the foregoing Note Purchase Agreement and Assignment of Mortgages and Claims in the Estate of Louise Hildebrand, that he in his capacity, 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 _____ day of _____, 2016.

NOTARY PUBLIC
My commission Expires: _____

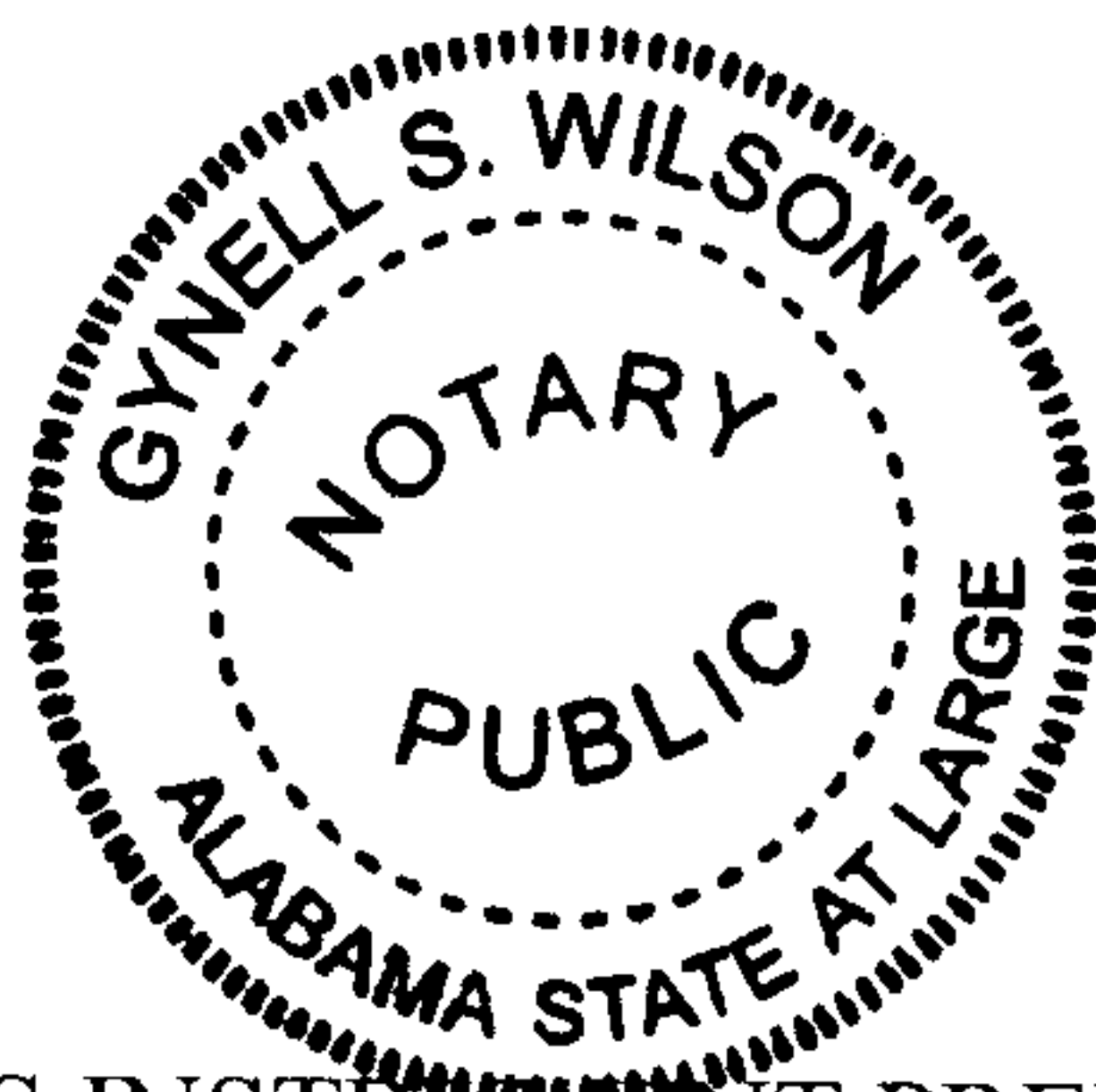
CHARLIE GROUP, LLC

BY: Bryan L. Parker
ITS: Member

STATE OF Alabama)
COUNTY OF Shelby)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Bryan L. Parker, whose name as Member of CHARLIE GROUP, LLC, is signed to the foregoing Note Purchase Agreement and Assignment of Mortgages and Claims in the Estate of Louise Hildebrand, that he in his capacity, 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 2 day of November, 2016.



Gynell Wilson
NOTARY PUBLIC
My commission Expires: 1-16-2019

THIS INSTRUMENT PREPARED BY:
Burt W. Newsome
NEWSOME LAW, L.L.C.
194 Narrows Drive
Suite 103
Birmingham, Alabama 35242
Phone: (205) 747-1972
Fax: (205) 747-1971

