

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
Ellis, Head, Owens & Justice
P O Box 587
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned HOLDEN ENERGY, LLC, an Alabama limited liability company, is justly indebted to BETTY RINEHART in the sum of Two Hundred Seventy Six Thousand and NO/100 Dollars (\$276,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and


WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned HOLDEN ENERGY, LLC, an Alabama limited liability company (hereafter, the "Mortgagor"), does hereby grant, bargain, sell and convey unto the said BETTY RINEHART (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.


Subject to taxes for 2018 and subsequent years.
The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; to keep termite contract in force and if the undersigned fails to keep the contract in effect, Mortgagee may do so; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be


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credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, termite contract, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable. Mortgagor may not cut any timber located on the Property without the advance written consent of Mortgagee. The proceeds from any timber cut with Mortgagee's permission shall be applied to the Indebtedness.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the


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Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned Scottie D. Holden, as Member of Holden Energy, LLC, has hereunto set his signature and seal, this 30th day of November, 2017.

WITNESS:

HOLDEN ENERGY, LLC

By: Scottie D. Holden, Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Scottie D. Holden, whose name as Member of Holden Energy, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance he executed the same voluntarily on the day the same bears date in his capacity as member of company.

Given under my hand and seal this 30th day of November, 2017

Notary Public

My Commission Expires: 9-11-19

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EXHIBIT "A"
LEGAL DESCRIPTION

Begin at the Northwest corner of the SE 1/4 of NW 1/4 of Section 18, Township 22 South, Range 1 East; thence South 3 degrees 30 minutes East along forty line and along West line of NE 1/4 of SW 1/4 1387.7 feet to the point of beginning; thence continue south along West line of the NE 1/4 of SW 1/4 of Section 18, 1030 feet, more or less, to North right of way line of L & N Railroad; thence North 50 degrees 20 minutes East along said railroad right of way 103.5 feet, more or less; to West right of way line of Columbiana-Shelby public road; thence North 3 degrees West along West right of way line of said road 219.5 feet; thence North 8 degrees West along West right of way line of said road 227 feet; thence North 11 degrees 10 minutes West along West right of way line of said road 528 feet to point of beginning. Lying and being in the NE 1/4 of SW 1/4 of Section 18, Township 22 South, Range 1 East, Shelby County, Alabama.

EXCEPT lot sold to George H. and Leona Bird as shown by deed recorded in Deed Book 183, Page 173, and also, EXCEPTING highway rights of ways.

ALSO EXCEPTING 30-foot right of way sold to Gulf States Paper Corporation as described in Deed Book 220, Page 866, in Probate Office.

ALSO EXCEPTING that portion of the above described lands sold to Robert Brasher and wife, Dorothy Brasher, as described in Deed Book 266, Page 870, in Probate Office.

ALSO EXCEPTING therefrom any portion of said property lying South of the centerline of the New County Road to Deans Cross Road.

Begin at a point on the East boundary of the NW 1/4 of SW 1/4 of Section 18, Township 22 South, Range 1 East, 210 feet South of the Northeast corner; thence South 3 degrees 30 minutes East 420 feet; thence South 87 degrees 55 minutes West 315 feet; thence North 3 degrees 30 minutes 420 feet; thence North 87 degrees 55 minutes East 315 feet to point of beginning.

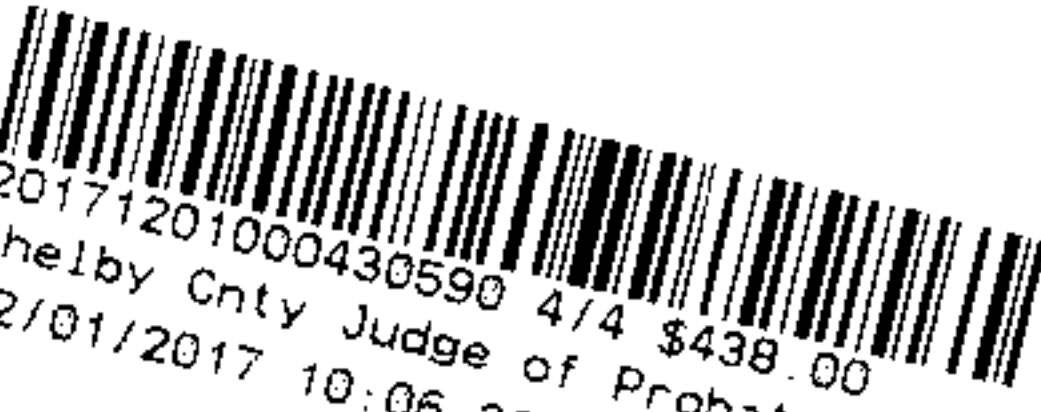
EXCEPTING lot sold to George M. and Leona M. Bird as recorded in Deed Book 183, Page 172, in Probate Office.

A tract of land situated in the Northwest Quarter of the Southwest Quarter of Section 18, Township 22 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 18; thence go South 3 degrees 30 minutes East along the East boundary of said Quarter-Quarter Section a distance of 695.00 feet to the point of beginning of the lot herein described; thence continue Southerly along the said East boundary of said Quarter-Quarter Section a distance of 190.96 feet to the North right of way of Shelby County Highway #42; thence turn an angle of 72 degrees 48 minutes 04 seconds to the right and go along the said right of way a distance of 33.03 feet; thence turn an angle of 103 degrees 07 minutes 12 seconds to the right and go 215.77 feet; thence turn an angle of 111 degrees 33 minutes 37 seconds to the right and run 49.17 feet to the point of beginning.

An easement for a portion of an on-site sewage disposal system more particularly described as follows:

Commence at the NE corner of the NW 1/4 of SW 1/4 of Section 18, Township 22 South, Range 1 East; thence run South along the East line of said Quarter-Quarter Section a distance of 630.00 feet to point of beginning; thence South along the East line of said Quarter-Quarter Section a distance of 65.00 feet; thence turn an angle of 107 degrees 28 minutes 52 seconds to the right and run a distance of 49.17 feet; thence turn an angle of 65 degrees 01 minutes 37 seconds to the right and run a distance of 52.00 feet; thence turn an angle of 98 degrees 54 minutes 31 seconds to the right and run a distance of 53.70 feet to the point of beginning.

Situated in Shelby County, Alabama.


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