

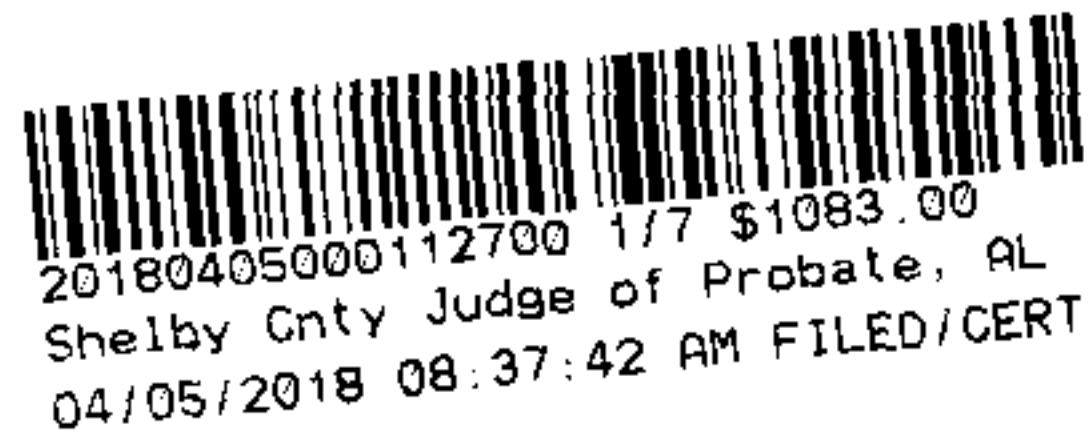
THIS INSTRUMENT PREPARED BY:

F. Wayne Keith

Law Offices of F. Wayne Keith PC

120 Bishop Circle

Pelham, Alabama 35124



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PURCHASE MONEY MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **March 30, 2018**. The grantor is **Chelsea Land Partners, LLC, an Alabama limited liability company**. ("Borrower"). This Security Instrument is given to **Keith Krininger** ("Lender"). Borrower owes Lender the principal sum of **Seven Hundred Thousand Dollars (U.S.\$ 700,000.00)**. This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for a payment of the full debt as outlined in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

A parcel of land situated in the North 1/2 of Section 28, the SE 1/4 of Section 28, the West 1/2 of Section 27 and the SW 1/4 of Section 21, all in Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW corner of Section 28, Township 20 South, Range 1 West, Shelby County, Alabama; thence N 89°15'54" E along the North line of said Section 28, a distance of 1,790.57' to a point in the centerline of Salster Branch, said point being the Point of Beginning of the described parcel; thence continue along the North line of said Section 28, N 89°15'54" E a distance of 1,951.24'; thence leaving said North line, S 36°13'21" E a distance of 436.41'; thence with a curve turning to the left with an arc length of 91.73', with a radius of 325.00', with a chord bearing of S 44°18'31" E, with a chord length of 91.43'; thence S 52°23'40" E a distance of 179.78'; thence with a curve turning to the right with an arc length of 235.84', with a radius of 275.00', with a chord bearing of S 27°49'36" E, with a chord length of 228.67'; thence S 03°15'31" E a distance of 109.54'; thence with a curve turning to the left with an arc length of 174.51', with a radius of 200.00', with a chord bearing of S 28°15'19" E, with a chord length of 169.03'; thence S 53°15'06" E a distance of 114.86'; thence with a curve turning to the right with an arc length of 234.25', with a radius of 350.00', with a chord bearing of S 34°04'41" E, with a chord length of 229.90'; thence S 14°54'16" E a distance of 284.88'; thence with a curve turning to the right with an arc length of 36.80', with a radius of 300.00', with a chord bearing of S 11°23'25" E, with a chord length of 36.78'; thence S 60°58'30" E a distance of 1,680.17' to a point on the westerly line of a 60' ingress/egress & utilities easement; thence along said westerly easement line the following dimensions: thence with a curve turning to the left with an arc length of 195.34', with a radius of 455.00', with a chord bearing of S 13°20'05" W, with a chord length of 193.84'; thence S 01°02'08" W a distance of 225.80'; thence S 05°08'24" W a distance of 149.80'; thence with a curve turning to the right with an arc length of 195.65', with a radius of 195.00', with a chord bearing of S 33°53'02" W, with a chord length of 187.55'; thence with a reverse curve turning to the left with an arc length of 367.39', with a radius of 380.00', with a chord bearing of S 34°55'49" W, with a chord length of 353.25'; thence S

07°13'58" W a distance of 141.61'; thence with a curve turning to the right with an arc length of 184.19', with a radius of 570.00', with a chord bearing of S 16°29'25" W, with a chord length of 183.39'; thence S 25°44'51" W a distance of 255.11'; thence N 58°25'58" W and leaving said westerly easement line, a distance of 473.53'; thence N 16°12'20" W a distance of 122.96'; thence N 30°54'59" W a distance of 176.63'; thence N 57°36'16" W a distance of 345.67'; thence N 32°09'36" W a distance of 446.68'; thence N 48°43'49" W a distance of 92.38'; thence S 86°51'09" W a distance of 170.08'; thence N 60°45'42" W a distance of 172.29'; thence N 29°55'53" W a distance of 160.53'; thence N 67°39'43" W a distance of 243.50'; thence N 55°18'12" W a distance of 335.81'; thence N 64°35'20" W a distance of 104.41'; thence N 79°28'43" W a distance of 77.08' to a point in the centerline of a branch; thence along the branch centerline the following dimensions: thence N 00°13'05" E 32.60'; thence N 47°31'06" W 69.49'; thence S 81°46'47" W 90.47'; thence N 27°44'36" W 111.45'; thence N 70°34'44" W 51.95'; thence S 64°49'25" W 38.27'; thence N 32°19'51" W 95.09'; thence N 61°55'50" W 62.56'; thence N 06°33'27" W 108.26'; thence N 39°35'10" W 65.85'; thence N 80°09'00" W 79.78'; thence S 62°06'21" W 123.17'; thence N 86°32'26" W 39.46'; thence S 80°00'56" W 76.21'; thence S 44°21'45" W 34.47'; thence N 83°19'02" W 114.68'; thence N 62°11'11" W 21.67'; thence S 51°58'18" W 43.58'; thence N 39°55'47" W 79.02'; thence N 83°09'20" W 45.99'; thence N 10°49'35" E 43.19'; thence N 31°14'03" W 24.11'; thence S 89°30'24" W 68.82'; thence N 18°50'59" W 21.87'; thence N 86°46'16" W 96.51'; thence S 46°58'37" W 34.47'; thence S 76°18'24" W 84.83'; thence N 84°34'25" W 76.90'; thence S 47°18'05" W 46.52'; thence S 79°02'01" W 90.66'; thence N 40°36'01" W 54.23'; thence N 66°11'11" W 72.79'; thence S 57°35'37" W 22.62'; thence N 10°06'57" W 50.31'; thence N 25°05'30" W 118.73'; thence N 52°17'38" W 51.67'; thence N 15°03'14" E 80.29'; thence N 00°21'20" E 42.98'; thence N 70°21'27" E 57.79'; thence N 21°44'58" E 165.87'; thence N 16°22'33" E 117.34'; thence N 05°28'07" W 26.96' to a point in the centerline of Salster Branch; thence along the centerline of Salster Branch the following dimensions: thence N 05°28'07" W 49.37'; thence N 14°56'41" W 56.00'; thence N 61°43'04" W 120.47'; thence N 20°32'50" W 111.82'; thence N 63°56'53" E 32.71'; thence S 56°11'54" E 35.39'; thence N 31°32'51" E 27.04'; thence N 02°11'20" W 32.38'; thence N 28°32'44" W 115.68'; thence N 04°15'37" E 39.04'; thence N 24°56'29" W 67.89'; thence N 57°41'49" E 109.60'; thence N 04°34'16" W 54.49'; thence N 75°20'40" W 81.94'; thence N 25°48'07" E 79.96'; thence S 80°45'50" E 49.44'; thence N 47°21'13" E 29.23'; thence N 06°46'35" E 107.23'; thence N 72°32'18" W 78.86'; thence S 81°15'18" W 72.78'; thence N 20°16'22" W 65.22'; thence N 06°29'41" W 54.15'; thence N 58°20'31" E 58.56'; thence S 62°19'43" E 29.28'; thence N 33°14'11" E 22.64'; thence N 42°48'57" W 32.39'; thence N 75°28'46" W 82.50'; thence N 37°39'02" E 88.38'; thence S 55°44'27" E 108.08'; thence N 59°39'16" E 23.36'; thence N 12°10'08" E 34.12' to a point on the North line of said Section 28, said point being the Point of Beginning.

Also:

A 40' ingress/egress & utilities situated in the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama; thence N 00°45'03" W along the East line of said Section 27, a distance of 529.51' to a point on the southwesterly right of way line of Shelby County Highway #69 (80' R.O.W.); thence along said right of way line, N 66°41'44" W a distance of 386.46' to the Point of Beginning of a 40' ingress/egress & utilities easement lying 20' to either side of the following described centerline; thence leaving said right of way line, S 31°34'39" W a distance of 668.59'; thence S 13°39'55" W a distance of 894.77' to a point in the centerline of a branch, said point being the Point of Ending of the easement centerline.



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A 60' ingress/egress & utilities easement situated in the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NE 1/4 of Section 27, Township 20 South, Range 1 West, Shelby County, Alabama; thence N 00°45'03" W along the East line of said Section 27, a distance of 529.51' to a point on the southwesterly right of way line of Shelby County Highway #69 (80' R.O.W.); thence along said right of way line, N 66°41'44" W a distance of 1390.98' to the Point of Beginning of a 60' ingress/egress & utilities easement lying 30' to either side of the following described centerline; thence leaving said right of way line, S 05°41'40" E a distance of 329.06'; thence S 20°11'44" W a distance of 413.89' to the Point of Ending of the easement centerline.

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender, under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; last, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien or



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forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more actions set forth above within 10 days of the giving of notice.

4. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

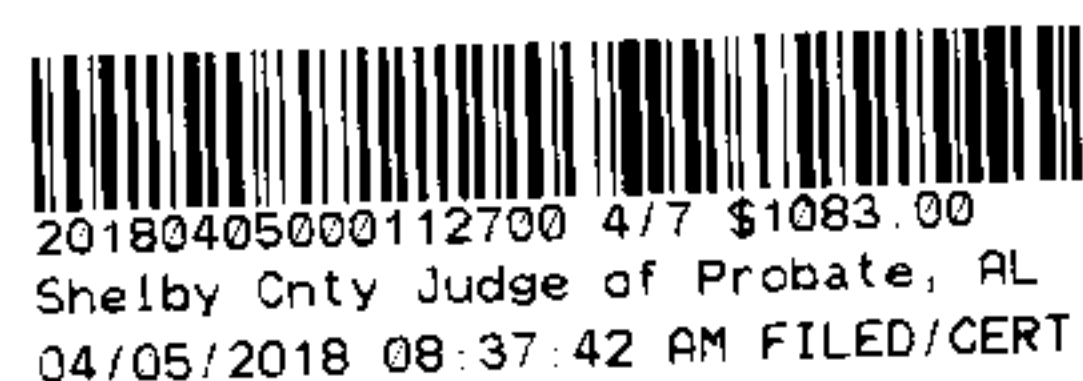
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

5. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

6. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

7. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

8. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The



notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

9. Governing Law; Severability. This instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

10. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

12. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender



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at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19 including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY COUNTY, ALABAMA, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

13. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

14. Compliance With Environmental Laws. Borrower represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance by any person on, under, about or from the Property; (2) Borrower has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any environmental laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance on, under, about or from the Property by any prior owners or occupants of the Property or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Borrower nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Borrower's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Property for Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Borrower's ownership or interest in the Property, whether or not the same was or should have been known to Borrower. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

15. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Attest::

Chelsea Land Partners, LLC

By: _____

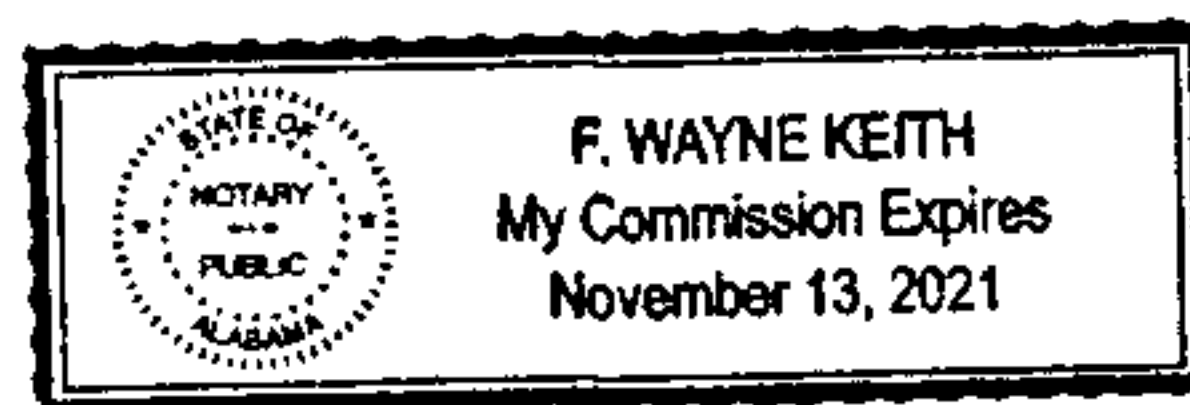
Connor Farmer -Member

STATE OF ALABAMA
COUNTY OF SHELBY

On this the 30th day of March, 2018, I, the undersigned, a Notary Public in and for said county an in said state, hereby certify that Connor Farmer, whose name as Member of Chelsea Land Partners, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he, as Member of Chelsea Land Partners, LLC executed the same voluntarily and as the act of Chelsea Land Partners, LLC on the day the same bears date.

Given under my hand and seal of office on the 30th day of March, 2018.

Notary Public



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