


STATE OF ALABAMA

SHELBY COUNTY

SECOND MORTGAGE


20190703000238350 1/2 \$423.00
Shelby Cnty Judge of Probate, AL
07/03/2019 08:14:06 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, That, we, Belterra Partners, LLC, for and in consideration of our indebtedness to Miller Investment Group, LLC, hereinafter called "Mortgagee," whether one or more, in the sum of \$270,000.00 Dollars which is evidenced by our promissory note bearing even date with this instrument and made payable to said Mortgagee as follows, to-wit:

Principal and secured interest, at the rate of 15% per annum shall be due on the earlier of 180 days (November 26, 2019) or the closing of the O'Reilly's development in Pelham, Alabama.

and for the purpose of securing the payment of said note and attorney's fees and all charges and expenses agreed to be paid therein and herein, and all renewals of the same, whether made before, at or after the maturity thereof, as well as all other, further and future advances made or caused to be made to me/us, by the said Mortgagee, and all other sums and amounts which I/we may now or hereafter be indebted to said Mortgagee, his/their heirs and assigns at any time before actual cancellation of this mortgage on the Probate records of Shelby County, Alabama, do grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

Lot 7A, according to the map and plat of Pelham Town Center as recorded in Map Book 40, Page 87, being a resurvey of Lots 1, 2, 3, 4, 5, 7 and 8, Pelham Town Center, as recorded in Map Book 39, Page 69, In the Office of the Judge of Probate, Shelby County, Alabama.

LESS AND EXCEPT any portion lying in the Shelby County Highway right of way as recorded in Inst. #20040408000183400, corrected in Inst. #20040524000273220 and inst. #20040408000183390, corrected in Inst. #20040524000273230.

This mortgage is second and inferior to that first mortgage executed on May 30, 2019, by Belterra Partners, LLC to PrimeSouth Bank, which mortgage was recorded on June 3, 2019, in the Probate Office of Shelby County, Alabama.

The total advance made on this mortgage will not exceed the principal amount \$270,000.00, as stated herein and no future advances shall be made under this mortgage.

TO HAVE AND TO HOLD unto the said Mortgagee, their heirs and assigns, forever, and we do for ourselves and our heirs, executors, administrators and assigns, hereby covenant with the said Mortgagee, their heirs and assigns, that we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, and that we have a good and lawful right to mortgage and convey the same; that we will, and our heirs, executors and administrators shall warrant and defend the same unto the said Mortgagee, their heirs, personal representatives and assigns, forever against the lawful claims of all persons whomsoever.

PROVIDED, nevertheless, that if we shall pay and satisfy all the indebtedness which this mortgage is intended to secure, including costs, fees and other charges secured hereby, this conveyance is to be void: **BUT ON DEFAULT** of the payments, or any one of them, of any indebtedness secured hereby, or any renewals or extensions thereof, when due, or upon default in the performance of any of the covenants or agreements herein contained, then the said Mortgagee or his heirs or assigns is hereby authorized to take possession of the above described property and--with or without taking possession of the same--to sell said property to the highest bidder, for cash, at public auction, before the courthouse door of Shelby County, Alabama, and execute titles to the purchaser, after giving twenty-one (21) days notice of the time, place and terms of sale, together with a description of the property to be sold, by advertisement once a week for three consecutive weeks in some newspaper published in Shelby County, Alabama, if the amount secured hereby be \$500.00 or more; if less, at the option of the Mortgagee, or his heirs or assigns, by publication as above provided, or by posting written notice for a period of twenty-one (21) days at the courthouse door and at two other public places in said county. The undersigned

hereby authorize the said Mortgagee, his heirs or assigns, to bid for and become the purchaser of said property in case of sale.

The proceeds of said sale shall be applied: 1st--To the payment of all expenses incident to the collection of the sums secured by this mortgage and to obtaining possession of said property, whether by suit or otherwise, and advertising, selling and conveying the same, and to pay for recording and probating this instrument, and to pay the attorney=s fees incident to collection and foreclosure. 2nd--To the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared. Lastly, the surplus, if any, shall be paid over to the undersigned.

And we do further expressly agree and covenant as follows:

To pay all indebtedness secured hereby, and the interest thereon, promptly when they respectively fall due.

To keep any buildings, now, or which may hereafter be erected, on said property, in good repair, and insured against fire and such other perils as the Mortgagee may designate, by policies issued by such company or companies as the Mortgagee may approve deposited with the Mortgagee and providing for loss payment to the undersigned and the Mortgagee as their interests may appear, and in such amount, not exceeding the indebtedness hereby secured and not exceeding the value of said buildings, as the Mortgagee may require.


To pay for the recording of this mortgage, and to promptly pay all taxes, assessments, liens and other charges which may be, or become, effective against said property, and all penalties and costs in connection therewith, and all liens that may be or become superior to the lien of this mortgage.

That in the event of litigation arising over the title to, or possession of, said property, the Mortgagee may prosecute or defend said litigation, and for any amounts expended by the Mortgagee in this behalf shall have an additional lien, secured by this mortgage, upon said property.

That if the Mortgagee shall employ an attorney to collect, or attempt to collect, any indebtedness secured hereby, or any portion thereof, or to foreclose this mortgage by sale under the power herein contained, or by bill in equity, or by an action at law, then the undersigned shall pay and allow a reasonable attorney's fee, and this mortgage shall stand as security for the payment of the same.

That there are hereby waived all rights of exemption of the undersigned under the Constitution and Laws of the State of Alabama, or of any other state, as to the collection of any indebtedness or charges secured by this mortgage.

Witness my/our hand and seal, this 21 day of June, 2019.

 (SEAL)
Belterra Partners, LLC
By: John Richard Miller, IV, Manager

STATE OF ALABAMA

Jefferson COUNTY


I, Emma Wilcher, a Notary Public in and for the said County, in said State, hereby certify that Belterra Partners, LLC, by John Richard Miller, IV, whose name as manager of Belterra Partners, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, in his capacity as such manager, executed the same voluntarily, on the day the same bears date.

Given under my hand, this 21st day of June, 2019.


Notary Public

John Thaddeus Moore
Otts Moore Law Firm, LLC
Attorneys at Law
P. O. Box 467
Brewton, Alabama 36427

my commission expires: 2/25/2023


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