MORTGAGE

Prepared by
Central State Bank
Calera, Ala.

The State of Alabama, SHELBY **County**

174

This Deed of Mortgage, made and entered on this, the 22nd day of December, 1980 between Enon Baptist Church by Franklin Lucas, William F. Motes, Elwood Busby, Olen Hamrick and James H. Lucas as members of the Pastorium Committee of said Church the party of the first part, and Central State Bank, Calera, Alabama, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the sum of TWENTY THOUSAND AND NO/100 ($20,000.00) ---------- DOLLARS, due by one (1) promissory note of this date, due and payable on demand

1981010800002100 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
01/08/1981 00:00:00 FILED/CERTIFIED

When due and any and every extension or renewal thereof, and being desirous of securing payment of the same, in consideration thereof, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey to the said party of the second part the real estate property hereinafter described — that is to say, situated in the County of Shelby in the State of Alabama, and more particularly known as

One square acre in the South half of the SE¼ of NW¼, Section 7, Township 24 North, Range 13 East, described as follows: Beginning at a point on the North line of said S½ of SE¼ of NW¼ which is 70 yards from the East line thereof - which point is the Northwest corner of the "Pleas West Acre Lot" running thence West 70 yards, thence south 70 yards, thence east 70 yards to said "Pleas West Lot", thence North along the line of said "Pleas West Lot" to point of beginning. Also, one and one half acre more or less in the Southeast corner of the North half of the SE¼ of NW¼, Section 7, Township 24, Range 13 East. Said property joining the lot now owned by the said Enon Baptist Church.

BOOK 4103 PAGE

BOOK 409 PAGE 88

This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited.

It is understood and agreed by and between the parties hereto that should the party of the second part make any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured.

To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Shelby County, Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and seals, the day and year above written.

Signed, Sealed and delivered in the presence of

ENON BAPTIST CHURCH

Allen Thomas

+ Franklin Lucas (L. S.)

Thomas H. Lucas

+ William F. McCo (L. S.)

BOOK 409 PAGE 89

The State of Alabama, SHELBY County

I, the undersigned authority, in and for said County hereby certify that Franklin Lucas, William F. Motes, Elwood Busby, Olen Hamrick and James H. Lucas, as members of the Pastorium Committee of ~~Enon Baptist Church~~ whose name aresigned to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 22nd day of December, 1980.

Janice E. Culver
Notary Public, State of Alabama at Large
My Commission Expires July 17, 1983
Bonded by Aetna Surety Company

The State of Alabama, County

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I, _____, in and for said County do hereby certify that on the _____ day of _____, 19____, came before me the within named _____

_____

known to me to be the wife of the within-named _____ who, being examined separate and apart from the husband touching her signature to the within Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear. constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this _____ day of _____, A.D., 19____.

_____

_____

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

1981 JAN -8 AM 9:14

William A. Shamblin
JUDGE OF PROBATE

MTG 30.00
Rec. 1.50
Ind. 1.00
33.50