

STATE OF ALABAMA }  
Shelby COUNTY. }

2405 771 This instrument prepared by: Ron E. Webster Vice President  
First Bank of Childersburg, AL

THIS INDENTURE, Made and entered into on this, the 25th day of April 19 88 by and between  
New Life Assembly of God  
hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation  
hereinafter called the Mortgagee:

WITNESSETH: That, WHEREAS, the said New Life Assembly of God  
is

justly indebted to the Mortgagee in the sum of Two hundred seventeen thousand nine hundred  
seventy-five & no/100 (217,975.00) Dollars which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of 217,975.00,  
including principal and interest and said sum payable as follows: 239 equal, consecutive, monthly installments  
of 2,071.45 each, commencing on the 1st day of June 1988, and continuing on  
the 1st day of each month thereafter until the 2nd day of May 19 2008, when the final  
payment of 2,071.45 shall be due and payable.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder  
and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said  
Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described  
property, to-wit:

Commence at the northwest corner of the SW 1/4 of the NE 1/4 of Section  
28, Township 19 South, Range 1 East; thence run south along the west  
line of said 1/4 1/4 section a distance of 393.77 feet to the point of  
beginning; thence turn an angle of 102 deg. 33 min. 36 sec. to the left  
and run a distance of 228.76 feet; thence turn an angle of 75 deg. 48  
min. 09 sec. to the right and run a distance of 203.17 feet; thence  
turn an angle of 73 deg. 52 min. 27 sec. to the left and run a distance  
of 327.78 feet to the center line of a branch; thence turn an angle of  
27 deg. 04 min. 02 sec. to the right and run a distance of 267.07 feet;  
thence turn an angle of 90 deg. 18 min. 25 sec. to the right and run a  
distance of 144.17 feet; thence turn an angle of 73 deg. 51 min. 28 sec  
to the left and run a distance of 83.67 feet; thence turn an angle of  
78 deg. 34 min. 46 sec. to the right and run a distance of 113.73 feet;  
thence turn an angle of 21 deg. 16 min. 00 sec. to the left and run a  
distance of 218.89 feet, to a point on the north right of way of U. S.  
Highway No. 280; thence turn an angle of 41 deg. 11 min. 16 sec. to the  
right and run along said Highway right of way a distance of 25.00 feet;  
thence turn an angle of 90 deg. 00 min. to the right and run a distance  
of 150.00 feet; thence turn an angle of 90 deg. 00 min. to the left and  
run a distance of 221.00 feet; thence turn an angle of 90 deg. 00 min.  
to the left and run a distance of 50 feet to the north right of way of  
U. S. Highway No. 280; thence turn an angle of 90 deg. 00 min. to the  
right and run a distance of 489.81 feet to the west line of said 1/4  
1/4 section; thence turn an angle of 96 deg. 04 min. 53 sec. to the  
right and run along said west line a distance of 674.63 feet to the  
point of beginning. Situated in the SW 1/4 of the NE 1/4 of Section 28  
Township 19 South, Range 1 East, Shelby County, Alabama.

(cont.)

BOOK 191 PAGE 952  
BOOK 183 PAGE 824

*[Handwritten signature]*

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simple.

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of said premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance; and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the Court House of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair, and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as in hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

(L.S.) New Life Assembly of God (L.S.)

(L.S.) BY: Robert E. Lee Chairman of Trustees (L.S.)  
Robert E. Lee

STATE OF ALABAMA,  
Shelby COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that  
~~New Life Assembly~~ Robert E. Lee, Chairman of Trustees of New Life  
Assembly of God is  
whose name is signed to the foregoing conveyance, and who is known to me (or made known  
to me) acknowledged before me on this day that, being informed of the contents of the conveyance, ~~at~~ he  
executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25th day of April 1988.

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

Jackie McMillen  
Notary Public

88 MAY 10 PM 3:11

STATE OF ALABAMA  
COUNTY

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_\_, came before me the within named \_\_\_\_\_  
known to me (or made 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 conveyance, acknowledged  
that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

(cont.)

LESS AND EXCEPT: a 30 foot strip of property described as follows:  
Commence at the Northwest corner of the SW 1/4 of the NE 1/4, Section  
28, Township 19 South, Range 1 East; thence run South along the West  
line of said 1/4 1/4 Section a distance of 393.77 feet to the point of  
beginning; thence continue in the same direction a distance of 423.29  
feet; thence turn an angle of 48 deg. 53 min. 21 sec. to the left and  
run a distance of 340.94 feet to a point on the North right of way of  
Highway No. 280; thence turn an angle of 47 deg. 11 min. 32 sec. to the  
left and run along said Highway right of way a distance of 40.90 feet;  
thence turn an angle of 132 deg. 48 min. 28 sec. to the left and run a  
distance of 355.09 feet; thence turn an angle of 48 deg. 53 min. 21 sec.  
to the right and run a distance of 416.33 feet to the South line of  
above described tract; thence turn an angle of 77 deg. 26 min. 24 sec.  
to the left and run a distance of 30.74 feet to the point of beginning;  
being situated in the SW 1/4 of the NE 1/4, Section 28, Township 19  
South, Range 1 East, Shelby County, Alabama.

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

88 JUN 29 PM 3:09

Thomas A. Shivers, Jr.  
JUDGE OF PROBATE

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax 327.00  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 335.50

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg. Tax Re-Dee  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 8.50