

MORTGAGE DEED - CONSTRUCTION

319

THE STATE OF ALABAMA

SHELBY

County

This instrument was prepared by
Patsy Leach, Administrative Assistant
of First Alabama Bank W/Shelby County

KNOW ALL MEN BY THESE PRESENTS: That whereas

Helena United Methodist Church, Inc.

become justly indebted to FIRST ALABAMA BANK OFX Shelby County

hereinafter called the Mortgagee, in the principal sum of

SIX HUNDRED THOUSAND AND NO/100 ----- (\$ 600,000.00) Dollars,

as evidenced by negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee and compliance with all the stipulations hereinafter contained, the said

Helena United Methodist Church, Inc.

(hereinafter called Mortgagors)

do es hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama viz:

SEE ATTACHED SCHEDULE 'A'

BOOK 324 PAGE 859

FIRST ALABAMA BANK
SHELBY COUNTY
REAL ESTATE DEPT.
P. O. BOX 216
PELHAM, AL 36124

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK ~~XX~~Shelby Co. its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

NONE

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the 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.

10. This is a construction

loan mortgage and the said \$600,000.00 is being advanced to the Borrower by the Lender in accordance with a Loan Agreement between Bank and Borrower dated the date hereof. Notwithstanding anything to the contrary contained in this mortgage or in the note secured hereby, or in any other instrument securing the loan evidenced by said note, the Bank may at its option declare the entire indebtedness secured hereby, and all interest thereon and all advances made by Bank hereunder, immediately due and payable in the event of a breach by the Borrower of any covenant contained in this mortgage, the note secured hereby, or in said Loan Agreement between the Borrower and the Lender, dated the date hereof, which said Loan Agreement is, by reference thereto, herein incorporated to the same extent and effect as though said Loan Agreement were set forth herein in full.

11. In addition to the said \$ 600,000.00 principal amount with interest secured hereby, this mortgage shall also secure any and all other and additional indebtedness now or hereafter owing by Borrower to Bank. During the period of construction of the improvements contemplated to be constructed upon the Mortgaged Property, this mortgage covers and the undersigned, in consideration of the said indebtedness, and to secure the prompt payment of the same, with the interest thereon, and further to secure the performance of the covenants, conditions and agreements set forth in this mortgage, and in said Loan Agreement, have bargained and sold and do hereby grant, bargain, sell, alien and convey unto the Bank, its successors and assigns, the following described additional property, situated or to be situated on the real estate hereinabove described and mortgaged:

All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagors for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property herein conveyed and mortgaged shall include, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing materials, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

12. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in **Columbiana**

Shelby

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

I, the undersigned, Charles Lee, District Superintendent of the Sylacauga District of the North Alabama Conference of the United Methodist Church, do hereby give my consent to the execution of the above mortgage.


Charles Lee

IN WITNESS WHEREOF,

I, the undersigned, Larry Parton, Pastor of the Helena United Methodist Church, do hereby give my consent to the execution of the above mortgage.


Larry Parton

TRUSTEE


TRUSTEE

Trustee

TRUSTEE


TRUSTEE

(Seal)

Trustee

(Seal)

Trustee

THE STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Lee, District Superintendent of the North Alabama Conference, Sylacauga District whose name is signed to the foregoing consent of mortgage statement and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 2 day of January, 1921

W. B. Wilkerson
Notary Public.

THE STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry Parton, Pastor of Helena United Methodist Church whose name is signed to the foregoing consent of mortgage statement and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 30 day of December, 1920

L. L. Parton
MY COMMISSION EXPIRES MAY 12, 1922

Notary Public.

THE STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that B. D. Harris, Janet S. Evers, Jerry Sanders Trustees whose names are of the Helena United Methodist Church, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 30 day of December, 1920

L. L. Parton
MY COMMISSION EXPIRES MAY 12, 1922

Notary Public.

TO
FIRST ALABAMA BANK
OF

MORTGAGE DEED

THE STATE OF ALABAMA,

Shelby COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was filed

in this office for record on the

day of December, 1920

at 2 o'clock P.M., and duly record in

Volume 10 of Mortgagees, at page

10, and examined.

Judge of Probate.

First Alabama Bank

SCHEDULE 'A'

Parcel I

Part of the W 1/2 of NW 1/4 of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Northeast corner of said W 1/2 of NW 1/4, run in a Southerly direction along the East line of W 1/2 of NW 1/4 for a distance of 919.51 feet to a point of intersection with the Southwest Right of Way line of Shelby County Road No. 58 being the point of beginning; thence continue along last mentioned course for a distance of 330.00 feet; thence turn an angle to the right of 66 deg. 30 min. and run in a Southwesterly direction for a distance of 141.00 feet; thence turn an angle to the right of 0 deg. 20 min. 51 sec. and run in a Southwesterly direction for a distance of 197.10 feet to a point on a curve, said curve being concave in a Southwesterly direction and having a radius point of 359.58 feet from last mentioned point along an extension of last mentioned line; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 50.21 feet (arc having a central angle of 8 deg. 00 min. and a chord of 50.17 feet); thence from the chord line, turn an angle to the right of 94 deg. 00 min. 50 sec. and run in a Northeasterly direction for a distance of 186.69 feet; thence turn an angle to the left of 105 deg. 33 min. 16 sec. and run in a Northwesterly direction for a distance of 704.63 feet; thence turn an angle to the right of 75 deg. 15 min. 35 sec. and run in a Northeasterly direction for a distance of 252.00 feet to the most Easterly corner of Lot 1, Block B Amended Map of Fox Haven, First Sector, as recorded in Map Book 7 page 86 in Probate Office of Shelby County, Alabama; thence turn an angle to the right and run along the Southwest right of way of Shelby County Road No. 58 for a distance of 608.41 feet, more or less, to the point of beginning.

Parcel II

From the Southeast corner of the West half of the Northwest 1/4 of Section 27, Township 20 South, Range 3 West; run thence North 0 deg. 14 min. 19 sec. East along the East line of said West half of the Northwest 1/4 for a distance of 1412.6 feet to the Southeast corner of the United Methodist Church of Helena property; run thence South 66 deg. 44 min. 19 sec. West along said church property for a distance of 141.03 feet; run thence South 67 deg. 05 min. 10 sec. West along said church property for a distance of 197.10 feet; run thence in a Northwesterly direction along said church property and a curve to the left, having a radius of 359.58 feet for an arc distance of 50.21 feet to the point of beginning run thence North 30 deg. 54 min. 50 sec. West for a distance of 70.0 feet; run thence South 73 deg. 29 min. 38 sec. West for a distance of 436.14 feet; run thence North 16 deg. 30 min. 22 sec. West for a distance of 327.85 feet to the Southeast corner of Lot 4, Block D of said Subdivision; run thence North 16 deg. 34 min. 25 sec. West for a distance of 121.66 feet to the Southeast corner of Lot 2, Block D of said subdivision; run thence North 16 deg. 44 min. 13 sec. West for a distance of 137.66 feet to the most Southerly corner of Lot 1, Block D, of said Subdivision; run thence North 57 deg. 45 min. 44 sec. East for a distance of 160.05 feet to the most Easterly corner of said Lot 1, Block D; run thence North 50 deg. 07 min. 23 sec. East for a distance of 50.00 feet to the most Southerly corner of Lot 5, Block B, of said subdivision; run thence North 51 deg. 15 min. 11 sec. East for a distance of 199.95 feet to the most Southerly corner of lot 2, Block B, of said subdivision; run thence South 30 deg. 47 min. 43 sec. East for a distance of 98.11 feet to the most Southerly corner of Lot 1, Block B, of said subdivision; run thence South 37 deg. 07 min. 09 sec. West along the West line of the United Methodist Church of Helena Property for a distance of 41.71 feet; run thence South 38 deg. 30 min. 58 sec. East along the Southwest line of said church property for a distance of 704.63 feet; run thence South 67 deg. 05 min. 56 sec. West along said church property for a distance of 186.64 feet to the point of beginning.

Said land being in the Northwest 1/4 of Section 27, Township 20 South, Range 3 West of the Huntsville Principle Meridian, Shelby County, Alabama.

All of the above being CERTIFIED THIS Shelby County, Alabama.

STATE OF ALA. SHELBY CO.

91 JAN -4 PM 3:50

AT TAX 900.00

14.50

3.00

1.00