

This instrument was prepared by W. L. LONGSHORE, III (name)

2009 2ND AVENUE NORTH, BIRMINGHAM, ALABAMA 35203 (address).

State of Alabama Space Above This Line For Recording Data_____

County of Shelby

REAL ESTATE MORTGAGE

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 1, 2019, and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Soldiers of the Cross Church, Inc.

¹ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Evelyn Beers

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Note and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys and mortgages to Lender, with power of sale, the following described property:

See Attached Exhibit "A"

The property is located in Shelby at 719 4th Place, SW
(County)
Alabaster AL 35007
(Address), Alabama (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The Security Instrument will remain in effect until the Note and all underlying agreements have been terminated in writing by Lender .

3. AMOUNT OF LOAN. The total principal amount loaned to mortgagors and secured by this Security Instrument is One Hundred Four Thousand dollars (\$104,000.00) which is evidenced by the note dated this same date executed by mortgagors.

4. PAYMENTS. Mortgagor agrees that all payments under the Note will be paid when due and in accordance with the terms of the Note and this Security Instrument.

5. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, sell, convey and mortgage with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.

6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.



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8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Note fails to make payment when due;
- B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;


11. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, including without limitation, the power to sell the Property, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

If Lender invokes the power of sale, Lender will place in the United States mail a copy of the notice of sale to Mortgagor that Lender will cause to be published once a week for three consecutive weeks in a newspaper published in the county where the Property is located. Then, Lender will sell the Property to the highest bidder at public auction at the front door of the courthouse in the county where the Property is located. Lender will deliver to the purchaser Lender's deed conveying the Property. Lender may opt to sell the Property in parcels or as a whole. Lender or its designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale will be applied in the following order: (a) to the expense of advertising, selling and conveying, including a reasonable attorney's fee; (b) the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; (c) to all sums secured by this Security Instrument; and (d) any excess to the person or persons legally entitled to it.

12. REDEMPTION. The period of redemption after sale on foreclosure shall be one year per Alabama law. Any agreement to extend the redemption period must be in writing.


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13. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

14. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

15. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

16. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

17. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

18. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

19. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the state of Alabama. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

20. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

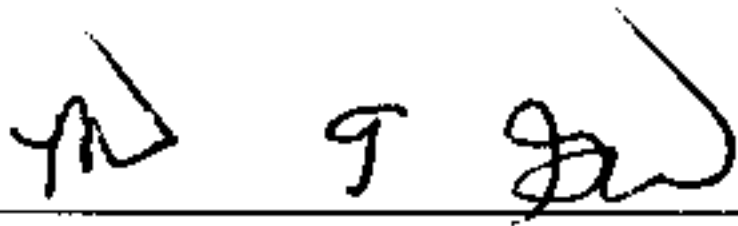


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21. W AIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

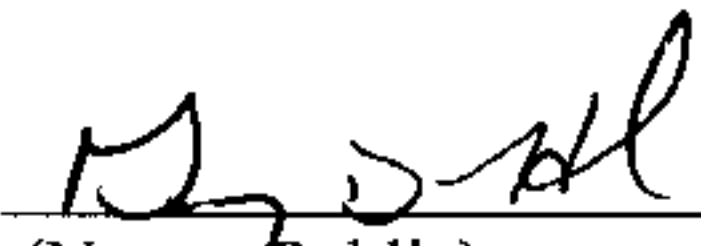
SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

SOLDIERS OF THE CROSS CHURCH, INC.


_____(Seal)
Marcus T. Green
President of the Trustee Board


ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF Shelby } ss.
I, a notary public, hereby certify that Marcus T. Green, President of the Trustee Board of the Soldiers of the Cross Church, Inc., whose name 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, he executed the same voluntarily with full authority on the day the same bears date on behalf of the Soldiers of the Cross Church, Inc. Given under my hand this 1st day of February, 2019.



(Notary Public)
My commission expires: 8-25-19

(Seal)


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CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A



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The Land is described as follows:

Parcel I:

A parcel of land situated in the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being that all of that portion of the property described in Deed Book 251 page 762 and recorded in the Office of the Judge of Probate of Shelby County, Alabama that lies East of Alabama Highway # 119 and West of 4th Place SW said parcel being more particularly described as follows:

Commence at the SE corner of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed northerly along East line of said NW 1/4 of SE 1/4 for 1324.33 feet to the NE corner of said NW 1/4 of SE 1/4; thence turn a deflection angle left of 146 degrees 52 minutes 15 seconds and proceed southwesterly for 602.00 feet to the SE corner of the "Don and Helen Bunn" property as described in Deed Book 251 page 762 and recorded in the Office of the Judge of Probate, Shelby County, Alabama; thence turn a deflection angle right of 90 degrees and proceed northwesterly along the Southwest property line of said "Bunn" property for approximately 509.27 feet to a point on the Westerly right of way margin of 4th Place SW said point being the Point of Beginning; thence continue along the last described course for 137.63 feet to a point on the Southeast right of way margin of Alabama Highway # 119; thence turn a deflection angle right of 126 degrees 53 minutes 17 seconds and proceed northeasterly along said Southeast right of way margin of Alabama Highway # 119 for 9.30 feet to a point; thence turn a deflection angle left of 8 degrees 23 minutes 30 seconds and continue northeasterly along said Southeast right of way margin of Highway # 119 for 280.04 feet to a point at the intersection with the Westerly right of way margin of 4th Place SW; thence turn a deflection angle right of 151 degrees 51 minutes 25 seconds and proceed southeasterly along said Westerly right of way margin of 4th Place SW for 253.56 feet to the Point of Beginning.

Less and except any portion of subject property conveyed to the State of Alabama in Warranty Deed recorded in Instrument 1993-38911.

Parcel II:


A parcel of land situated in NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West and run West along the North line of said 1/4 - 1/4 for 728.08 feet to the most Easterly right of way line of Alabama Highway #119; thence 36°56'00" to the left and run Southwesterly along road right of way for 58.45 feet to the beginning of a curve to the left having a radius of 1232.49 feet and subtending a central angle of 8°07'38"; run thence Southwesterly along arc of said curve for 174.83 feet to the Point of Beginning and also being P.O.C. (point on curve) to the left having a radius of 1232.49 feet and subtending a central angle of 16°00'39"; continue along arc of said curve for 344.41 feet; thence from tangent of said curve turn 87°22'22" left and run Southeasterly for 217.10 feet to the most Westerly right of way line of Old Montevallo Road; thence 90°00'00" left and run Northeasterly along said right of way for 341.78 feet; thence 90°00'00" left and run Northwesterly for 184.92 feet to the Point of Beginning.

CONTINUED ON NEXT PAGE:



EXHIBIT A
(Continued)


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Situated in Shelby County, Alabama.

Less and except that part condemned by the Stated of Alabama in Case No. CV00-529 being more particularly described as:

Commence at the NW corner of the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 3 West and run east along the north line of said NW 1/4 of SE 1/4, a distance of 737 feet, more or less, to the present northwest right of way line of 4th Place S. W.; thence southwesterly along said right of way line a distance of 350 feet, more or less, to the northeast property line; thence northwesterly along said property line a distance of 146 feet, more or less, to a point that is 60 feet southeasterly of and radial to the centerline of Project No. STPAA-458 (1), and the point of beginning; thence southerly, parallel with said centerline, along a curve to the left, having a radius of 1,197.71 feet, a distance of 347 feet, more or less, to the southwest property line; thence northwesterly along said property line a distance of 45 feet, more or less, to the present southeast right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 348 feet, more or less, to the northeast property line; thence southeasterly along said property line a distance of 43 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama

LESS AND EXCEPT

A parcel of land situated in the N.W. 1/4 of the S.E. 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, said parcel being more particularly described as follows:

Commence at the S.E. corner of the N.W. 1/4 of the S.E. 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed northerly along the East line of said N.W. 1/4 of S.E. 1/4 for 1324.33 feet to the N.E. corner of said N.W. 1/4 of S.E. 1/4; thence turn a deflection angle left of 146°52'15" and proceed southwesterly for 602.00 feet to the S.E. corner of the "Don and Helen Bunn" property as described in Deed Book 251, Page 762 and recorded in the office of the Judge of Probate, Shelby County, Alabama; thence turn a deflection angle right of 90° and proceed northwesterly along the Southwest property line of said "Bunn" property for approximately 509.27 feet to a point on the Westerly right of way margin of 4th Place S.W.; thence turn a deflection angle left of 89°34'10" and proceed southwesterly along said Westerly right of way margin of 4th Place S.W. for 291.48 feet to the POINT OF BEGINNING; thence continue southwesterly along the last described course and along said Westerly right of way margin of 4th Place S.W. for 50.00 feet to a point at the Northeast corner of that property belonging to Siluria Baptist Church and described in that certain mortgage document written by Siluria Baptist Church to The First Bank of Alabaster and dated April 12, 1966; thence leaving said Westerly right of way margin of 4th Place S.W., turn a deflection angle right of 90°00'33" and proceed northwesterly along the Northeasterly boundary line of said property belonging to Siluria Baptist Church for 171.70 feet to a point on the Southeast right of way margin of Alabama Highway #119, said Southeast right of way margin being in a curve to the right, said curve having a central angle of 02°34'59" and a radius of 1110.25 feet; thence turn a deflection angle right of 86°11'21" to tangent of said curve and proceed northeasterly along said Southeast right of way margin of Alabama Highway #119 and along the arc of said curve for 50.05 feet to a point; thence leaving said Southeast right of way margin of Alabama Highway #119, turn a deflection angle right of 91°13'40" from tangent of last described curve and proceed southeasterly for 173.89 feet to the POINT OF BEGINNING.