

7889

EXCERPTS FROM A REGULAR BUSINESS MEETING OF
THE CALVARY BAPTIST CHURCH
VINCENT, ALABAMA
MARCH 8, 1972 AT 7:30 O'CLOCK P. M.

The Calvary Baptist Church, Vincent, Alabama held a regular business meeting at the regular place of holding the same at 7:30 O'Clock P.M. on March 8, 1972.

The moderator, Rev. Charles K. Card called the meeting to order, announced a quorum was present and the meeting was open for the transaction of business. Whereupon, Mary Evelyn Walker, the church clerk read the minutes of the last meeting, there being no objection or correction, the moderator announced the minutes stand approved as read.

After a general discussion of the business of the church, worshiper Walter B. Shew read the following resolution to the congegation. Worshiper, J. Alpha Lowe moved the adoption of the resolution.

A RESOLUTION

WHEREAS, Worshipers James H. Sharbutt and wife, Virginia S. Sharbutt did convey to the Calvary Baptist Church, on the 29th day December, 1969, a parcel of real estate and more particularly described in the deed of conveyance, attached hereto and made a part hereof as if fully recited herein, and said deed of conveyance has been duly recorded in the Office of the Probate Judge, Shelby County, Alabama in Deed Book 261, at Page 89; and

WHEREAS, W. H. Strickland is desirous to purchased the said parcel of real estate for the sum of Two Thousand (\$2,000.00) Dollars payable Forty (\$40.00) Dollars down and Twenty-four (\$24.00) Dollars on the first day of April, 1972 and the same sum on the first day of each successive month thereafter until the principal balance is paid in full at Six (6%) per cent simple interest rate per annun which shall be included in each payment. The purchaser shall have the option to make any monthly payment in a larger amount on the same basis.



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WHEREAS, it is in the best interest of Calvary Baptist Church to bargain, sell and convey the said real estate herein recited to W. H. Strickland by the terms and conditions as herein recited.

NOW THEREFORE, Be It Resolved by the Calvary Baptist Church as follows:

That the Trustees of Calvary Baptist Church, Walter B. Shew,
George E. Walker and Aubrey L. Brisky and their successors
in office are authorized, empowered and directed to execute and deliver a bond
for title to W.H. Strickland, ^{and/or his assigns} a copy of which is attached hereto and made a
part hereof as if fully recited herein; and faithfully do all things necessary
to perform the terms and conditions as set forth in the said bond for title.

Worshiper Homer L. Martin seconded the motion for adoption
of the resolution.

After general discussion the moderator put the question to the
congregation for a vote. All worshipers voted aye and none voted no. The
moderator declared the resolution unanimously carried.

CLERK'S CERTIFICATE

I, Mary Evelyn Walker, the duly elected and acting clerk of the
Calvary Baptist Church, Vincent, Alabama certify that the foregoing resolution
was duly adopted by the congregation of said church in a regular business
meeting on the 9 day of March, 1972, and the said resolution is a true and
correct copy as recited in the Clerk's Minute Book for said church.

This the 9 day of March, 1972.

Mrs. George E. Walker
CHURCH CLERK

SEAL

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BOND FOR TITLE

KNOW ALL MEN BY THESE PRESENTS, That we, James H. Sharbutt and wife, Virginia S. Sharbutt, and Walter B. Shew, George E. Walker, and Aubrey L. Brisky the trustees of the Calvary Baptist Church, a Corporation, are held and firmly bound unto W. H. Strickland *and/or his assigns* in the penal sum of Five Thousand (\$5,000.00) Dollars, for the payment of which, well and truly to be made, the said James H. Sharbutt and wife, Virginia S. Sharbutt bind ourselves, our heirs, executors and administrators, jointly and severally; and Walter B. Shew, and George E. Walker and Aubrey L. Brisky the trustees of Calvary Baptist Church, a Corporation, bind ourselves and our successors in office by and through a resolution duly adopted at a regular business meeting of the Calvary Baptist Church, a Corporation, on March 8, 1972 and said resolution is attached hereto and made a part hereof as if fully recited herein.

Signed and sealed by us and said trustees this the 8 day of March, 1972.

The condition of this obligation is such that, whereas, the said James H. Sharbutt and wife, Virginia S. Sharbutt has bargained and sold to the said W. H. Strickland *and/or his assigns* a certain parcel of real estate, to-wit:

PARCEL NUMBER ONE:

Commence at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Sec. 15, Township 19 South, Range 2 East; thence run North 87 deg. 52' East a distance of 410.75 feet; thence run North 39 deg. 39' East a distance of 75.57 feet to a point on the West R/W line of U. S. Hwy. #231, and the North R/W line of Shelby County Hwy. #62; thence run North 39 deg. 39' East along the West R/W line of said U. S. Hwy. #231 a distance of 98.63 feet and said point being the point of beginning; thence turn an angle of 90 deg. 0' to the left and run North 50 deg. 12' West a distance of 150.90 feet to a point on a fence line; thence turn an angle of 90 deg. 0' to the right and run in a northerly direction a distance of 200 feet to a point; thence turn an angle of 90 deg. 0' to the right and run in an easterly direction a distance of 150 feet to a point on the West R/W line of said U. S. Hwy. #231; thence run in a southerly direction along the West R/W line of said U. S. Hwy. #231 a distance of 200 feet to the point of beginning. Said parcel of real estate being situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 15, Township 19 South, Range 2 East, in the Town of Vincent, Shelby County, Alabama.

AND, WHEREAS, the said Calvary Baptist Church, a Corporation has bargained and sold to the said W. H. Strickland *and/or his assigns* a certain parcel of real estate, to-wit:

PARCEL NUMBER TWO:

Commence at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 East; thence run North 87 deg. 52 min.

East a distance of 410.75 feet; thence run North 39 deg. 39 min. East a distance of 75.57 feet to a point on the West right of way line of Alabama State Highway No. 25 and the North right of way line of Shelby County Highway No. 62, said point being marked by a 4"x4" concrete post and being the point of beginning; thence run North 39 deg. 39 min. East along the West right of way line of Alabama State Highway No. 25 a distance of 98.63 feet; thence turn an angle of 90 deg. 0 min. to the left and run North 50 deg. 12 min. West a distance of 150.90 feet to a point on a fence line, turn an angle of 127 deg. 42 min. to the left and run South 1 deg. 57 min. West a distance of 195.14 feet to a point on the North right of way line of Shelby County Highway No. 62; thence turn an angle of 112 deg. 53 min. to the left and run North 62 deg. 04 min. East a distance of 64.05 feet to the point of beginning, situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama.

And Parcel Number One for the sum of Three Thousand (\$3,000.00) Dollars; and Parcel Number Two for the sum of Two Thousand (\$2,000.00) Dollars, and all and both parcels for the total sum of Five Thousand (\$5,000.00) Dollars, payable April 1, 1972 and on the first day of each successive month thereafter until the principal and interest (6% simple interest per annum on the unpaid principal balance) is paid in full at the payment rate of Sixty (\$60.00) Dollars per month, which shall include both principal and interest and said payments may be paid in larger sums on the same basis at the option of the said W. H. Strickland / *and/or his assigns* who has paid the sum of One Hundred (\$100.00) Dollars, the receipt whereof is hereby acknowledged, any and all said payments shall be apportioned as follows; Forty (40) per cent to Calvary Baptist Church, a Corporation and sixty (60) per cent to James H. Sharbutt and wife, Virginia S. Sharbutt.

1. NOW, in the event said W. H. Strickland and his heirs, executors and administrators or his assigns should fail to make the stipulated payments for a period of 90 days the said obligors shall be released from said bond and the bond itself shall be null and void, and in this event any payments made prior to said default shall be a forfeiture to said obligors and considered as rent for the period of time prior to default.

2. NOW, if the aforesaid sum of money shall be duly paid in full; and thereupon James H. Sharbutt and wife, Virginia S. Sharbutt and Calvary Baptist Church, a Corporation shall by deed alien and convey to this said W. H. Strickland / *and/or his assigns* the above real estate described in Parcels Number One and Two respectively, in fee simple, with general or statutory warranty, then this obligation to be null and void, otherwise this instrument to remain in full force and effect.



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James H. Sharbutt (SEAL)

Virginia S. Sharbutt (SEAL)

AND



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CALVARY BAPTIST CHURCH, A CORPORATION

BY: Walter B. Shew, AND

George E. Walker, AND

Aubrey L. Brisky
IT TRUSTEES

STATE OF ALABAMA §

SHELBY COUNTY §

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that James H. Sharbutt and wife, Virginia S. Sharbutt, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 8th day of March, 1972.

H. L. Cowell
NOTARY PUBLIC

my commission expires October 17, 1972

STATE OF ALABAMA §

SHELBY COUNTY §

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Walter B. Shew, George E. Walker, and Aubrey L. Brisky, whose names as Trustees of the Calvary Baptist Church, a Corporation, are signed to the foregoing conveyance, and who are 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 this the 8th day of March, 1972.

H. L. Cowell
NOTARY PUBLIC

my commission expires October 17, 1972

This instrument was prepared by

(Name).....

(Address).....

Form 1-1-27 Rev. 1-66

WARRANTY DEED—Lawyers Title Insurance Corporation, Birmingham, Alabama

STATE OF ALABAMA

Shelby

COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the Grantor's love of Calvary Baptist Church Inc., a corporation, and our Lord Jesus Christ AS a gift

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, James H. Sharbutt, and Wife, Virginia S. Sharbutt

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Calvary Baptist Church Incorporated, a Corporation

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Commence at the South West corner of the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$, Section 15, Township 19 South, Range 2 East in the Town of Vincent, Alabama;

thence run North 87 degrees 52' East a distance of 410.75 feet to a point; thence run North 39 degrees 39' East a distance of 76.57 feet to a point on the West right of way line of Alabama State Highway #25 and at the intersection of the North right of Way line of Shelby County Highway #62 and said point being marked, and said point being marked by a 4 inch x 4 inch concrete post and being the point of beginning of the lot herein conveyed, thence run North 39 degrees 39' East along the West right of way line of Alabama #25 a distance of 98.63 feet to a point; thence turn an angle of 90 degrees 0' to the left and run North 50 degrees 12' West a distance of 150.90 feet to a point on a fence line; thence turn an angle of 127 degrees 42' to the left and run South 1 degree 57' West a distance of 105.14 feet to a point on the North right of way line of said Shelby County Highway #62; thence turn an angle of 112 degrees 53' to the left and run North 62 degrees 04' East a distance of 64.05 feet to the point of beginning. Said parcel of real estate being situated in the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$, Section 15, Township 19 South, Range 2 East in Shelby County, Alabama.

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

1972 APR 13 PM 1:25

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JUDGE OF PROBATE



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HOLD to the said grantee, his, her or their heirs and assigns forever.
And we, the undersigned, for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE have hereunto set OUR hands(s) and seal(s), this 29th day of December, 1969.

(Seal)

(Seal)

(Seal)

James H. Sharbutt (Seal)
Virginia S. Sharbutt (Seal)

(Seal)

STATE OF ALABAMA

Shelby

COUNTY

General Acknowledgment

I, _____, a Notary Public in and for said County, in said State, hereby certify that James H. Sharbutt and wife, Virginia S. Sharbutt, whose name _____ are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December

A. D., 1969

Robert W. Weaver

Notary Public.

STATE OF ALABAMA AT LARGE

My Commission Expires May 1, 1973.