

EXCERTPS 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, annuunced 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.

That the Trustees of Calvary Baptist Church, Walter B. Shew

George E. Walker and Aubrey L. Brisky and their successors in office are authorized, impowered and directed to execute and deliver a bond and his Australians

for title to W.H. Strickland, 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

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

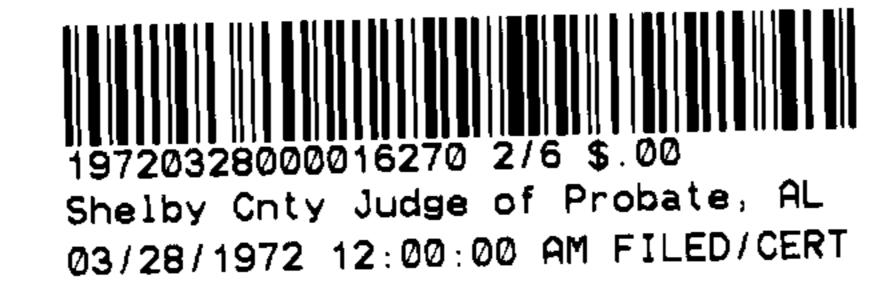
## CLERK'S CERTIFICATE

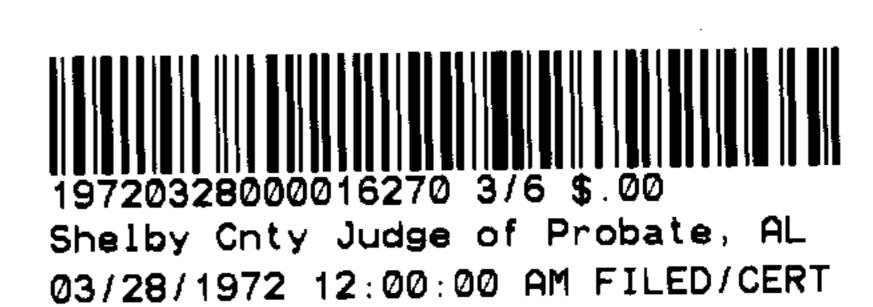
I, Mary Evelyn Walker, the duly elected and acting clerk of the Calvary Baptist Church, Vincent, Alabama certify that the foregoing resolution was duly adopted by the congregation of said church in a regular business meeting on the \_\_9 day of March, 1972, and the said resolution is a true and correct copy as recited in the Clerk's Minute Book for said church.

This the  $\frac{9}{}$  day of March, 1972.

CHURCH CLERK

SEAL





## BOND FOR TITLE

KNOW ALL MEN BY THESE PRESENTS, That we, James H. Sharbutt and wife, Virginia S. Sharbutt, and <u>Walter B. Shew</u>, <u>George E. Walker</u> and Aubrev L. Brisky the trustees of the Calvary Baptist Church, a Corporation, are held and firmly bound unto W. H. Strickland 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, a certain parcel of real estate, to-wit:

PARCEL NUMBER ONE:

Commence at the SW corner of the SW4 of the SE4, 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. O' to the right and run in a northerly direction a distance of 200 feet to a point; thence turn an angle of 90 deg. O' 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 SW4 of the SE4, 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, a certain parcel of real estate, to-wit:

PARCEL NUMBER TWO:

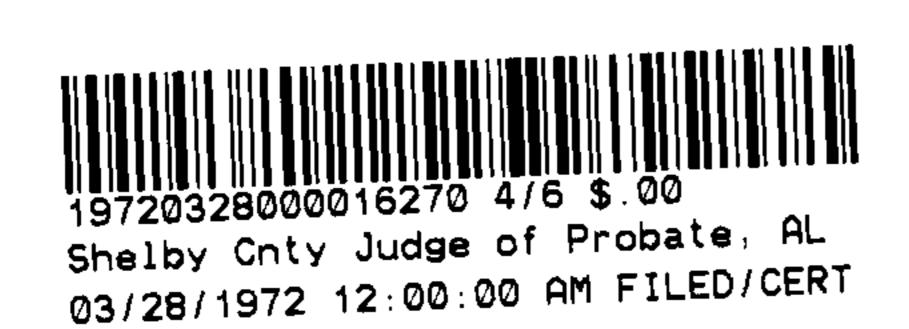
Commence at the SW corner of the  $SW_4$  of the  $SE_4$  of Section 15, Township 19 South, Range 2 East; thence run North 87 deg. 52 min.

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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 Morth 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: of the SE: 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 / Will (\$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 on 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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	CALVARY BAPTISTCHURCH, A CORPORATION
	BY: Walter B Meens, AND
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	Michiga Dung
	IT TRUSTEES
STATE OF ALABAMA [	
SHELBY COUNTY	19720328000016270 5/6 \$.00 Shelby Cnty Judge of Probate, AL 03/28/1972 12:00:00 AM FILED/CERT
	03/28/19/2 12:00:00 HM FILED/CERI
I, the undersigned, a Nota	ary 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	ing 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 t	the Stay of March, 1972.
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	NOTARY PUBLIC
	my communion uppier setolus, 7,1472
STATE OF ALABAMA	
SHELBY COUNTY (	
I, the undersigned, a Nota	ary Public, in and for said County in said
State, hereby certify that Walte	r B. Shew , George E. Walker ,
and Aubrey L. Brisky, wh	ose 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 th	is day that, being informed of the contents
of the conveyance they, as such off	icer and with full authority, executed the
same voluntarily for and as the act	of said Corporation.
Given under my hand this t	he Say of March, 1972.
	2/4 / Smill
	NOTARY PUBLIC

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STATE OF ALABAMA I SHELBY COUNTY I

For value received, I do hereby assign, transfer, and bargain, sell and convey all my right, title and interest in and to the within Bond of Title, a copy of which is attached hereto, made a part hereof as if fully recited herein to BONNIE RUTH MOCRE.

This the / day of March, 1972.

W. H. STRICKLAND

STATE OF ALABAMA |
SHELBY COUNTY |

19720328000016270 6/6 \$.00 19720328000016270 6/6 \$.00 Shelby Cnty Judge of Probate, AL 03/28/1972 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that W. H. Strickland, 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 on the same bears date.

Given under my hand this the Larch, 1972.

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