

RESOLUTION
FOR
HELENA BAPTIST CHURCH, INC.
HELENA, ALABAMA 35080

2445

STATE OF ALABAMA

COUNTY OF SHELBY

The HELENA BAPTIST CHURCH, INC., of the City of HELENA, County of SHELBY, STATE OF ALABAMA, operating as a non-profit religious corporation, met in business conference JUNE 13, 1976, to consider the issuance of building bonds for the purpose of CONSTRUCTING EDUCATIONAL SPACE AND INTERIM WORSHIP CENTER on and for property described below: (See attachment.)



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Upon motion duly made and seconded, discussion being had authorized the issuance of said bonds, and therefore,

BE IT RESOLVED, that the aforementioned Church, hereinafter referred to as the Issuer hereby authorizes and directs the issuance of said bonds as more particularly set forth as follows:

SECTION I

18
PAGE
18
BOOK

The Issuer authorizes the issuance of Series 1976-1 Building Bonds in the amount of TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$235,000.00) under the date of AUGUST 1, 1976, with interest accruing from date of issue at the rate of EIGHT PER CENT FOR FIRST FIVE YEARS (8%) EIGHT AND ONE-QUARTER PER CENT FOR FIVE AND ONE-HALF THROUGH TEN YEARS (8-1/4%) AND EIGHT AND ONE-HALF PER CENT TEN AND ONE-HALF THROUGH FIFTEEN YEARS (8-1/2%), per annum, compounded semi-annually for the purposes mentioned above which same shall be the unconditional obligation of the Issuer, without the individual liability of any member or officer of said Issuer.

SECTION II

The bonds shall be numbered consecutively, identified by denominations and signed by the following officers of the Issuer.

<u>Reverend Gerald W. Kline</u> REVEREND GERALD W. KLINE	MINISTER
<u>Kenneth Mullins</u> KENNETH MULLINS	CHAIRMAN OF TRUSTEES
<u>Robert Carroll</u> ROBERT CARROLL	SECRETARY OF TRUSTEES
<u>Henry L. Worrell</u> HENRY L. WORRELL	CHURCH TREASURER

SECTION III

The Issuer, through its Treasurer, shall deposit in SHELBY STATE BANK, PELHAM, ALABAMA, from the first weekly receipts in the following amounts:

\$367.00 per week for first year	524.00 per week for 4th year
425.00 " " " second "	589.21 " " " remaining 11 years
482.00 " " " third "	

in an account designated BOND RETIREMENT ACCOUNT, which shall be regularly maintained by the Issuer beginning the First Monday after the date of issue for the purpose of retiring the bonds and paying accrued interest, and if for any reason, the WEEKLY deposits shall be less than the amounts herein set out that such deficient amount shall be deposited on the next succeeding week or weeks as expeditiously as possible so as to be adequate and sufficient for the redemption of bonds and payment of interest on their respective maturity dates. This account may be placed in an interest bearing account during period of time between maturity dates.

SECTION IV

The said Bank or its successor shall act as depository and paying agent, without trust powers or duties, during the term in which the bonds shall be outstanding. The depository is hereby authorized and directed to redeem the bonds with payment of accrued interest upon maturity from the funds then on deposit in said bond retirement account. However, nothing herein shall be construed as creating any trust or delegating any trust powers to the depository, nor imposing any duties of a trustee upon said bank except for the maintaining of the special bank account for the deposit of weekly funds and the payment of bonds and accrued interest upon maturity.

Said depository shall be absolved of any and all liability in connection with the accrued interest and bonds of this issue one year after the last bond shall have matured. After the maturity date of the last bond of this series, or upon the redemption of all the bonds of this issue, the bank will be authorized and required to turn over to the Issuer the cash then remaining on deposit and said depository shall have no further responsibility as to the redeeming of any other bonds, or the payment of accrued interest on bonds of this issue. However, the Issuer shall remain liable for payment of such outstanding and unpaid bonds until barred by the statutes of limitation in this State.

SECTION V

18 PAGE 19 The bonds shall be retired at intervals of six months in such reasonable amounts so as to be completely liquidated within a period of FIFTEEN (15) years from date of issue. A schedule of Maturity, identifying the bonds by number, denomination, and date shall be maintained on file in the office of the Issuer and the Paying Agent Bank.

SECTION VI

BOOK A permanent Registry, recording the number, denomination, maturity date, and name and address of the owner of record of each bond of this series shall be maintained by the Issuer, and shall also include a record of the redemption of each bond, as well as note any transfers of ownership. Bonds of this issue may be recalled for payment before maturity at the option of the Issuer, in any amount, with payment of accrued interest to date of recall, without penalty, on any interest-paying period, by giving notice of such intention to redeem to the owner of record in writing not less than thirty (30) days before such redemption call, after which call date the interest on the bonds so recalled shall cease and the Issuer shall not be liable for any accrued interest after such call and direction of the Paying Agent Bank. Written notice to the owner of record according to the CHURCH BOND REGISTRY shall constitute good and sufficient notice. That, in the event any of the bonds of this bond issue are called for payment before maturity and the address of any of the holders thereof, shall be unknown, notice of the said call for payment before maturity shall be published once each week for two consecutive weeks before the intended payment date, in some newspaper of general circulation in the City, County, or Parish wherein the Issuer is located

and a copy of such publication together with an affidavit as to the date on which the same was published shall be delivered to the Paying Agent Bank for said bond issue. Nothing herein shall be construed as impairing the unconditional obligation on the bonds save and except the stopping of interest beyond the date said bonds are called in for redemption, after the above notice is given.

SECTION VII

The Issuer shall sell the bonds at par and the monies realized from the sale thereof shall be used exclusively and only for the purposes prescribed herein. The Issuer shall carry adequate and sufficient insurance coverage, recommended by some reliable Insurance Company, on its property against all loss or damage to same. In the event of loss or damage, the proceeds from such Insurance policy shall constitute a Trust Fund with which said improvements may be replaced or the outstanding bonds paid as the Issuer may elect.

SECTION VIII

Title to said bonds shall pass by delivery unless and until such bond or bonds are registered as hereinafter provided, and after such registration, title to said bonds shall pass only upon compliance with the following provisions, to wit: The Issuer shall keep at its office a Bond Registry for the registration and transfer of bonds issued hereunder, which at all reasonable times shall be open for inspection to any holder of bonds issued hereunder; and upon presentation for such purpose the Issuer will register any bond upon such reasonable regulations as it may prescribe and will note the fact of such registration upon such bond or bonds, such notation to be signed by the Registrar, Clerk, Secretary, or any other authorized person of said Issuer and after such registration, no transfer shall be valid unless made on the Church Bond Registry by the registered holder in person, or by registered mail, requesting same. Upon written request, the registration may be cancelled.

SECTION IX

The bonds of this issue are not intended as a mortgage. However, they are subordinate only to any first mortgage obligation on the real properties of the Issuer. The Issuer further agrees that after any first mortgage obligation is paid, the balance of monies from property sales will go toward paying off bond indebtedness.

SECTION X

Should any bond become mutilated or lost, then upon the surrender of such mutilated bond to the Issuer or upon filing with the Issuer evidence satisfactory to the Issuer of such loss and giving an indemnity bond payable to the Issuer or Paying Agent Bank, which the Issuer shall consider satisfactory, the Issuer, in its discretion, may issue, and certify, a new bond bearing the same serial number and identical form. In substitution of or exchange for the bond mutilated, or lost, the Issuer being liable in no case for error or mistake in the matter.

SECTION XI

The Issuer will pay to the depository herein mentioned as Paying Agent the reasonable bank charges that may be necessary and required to handle this account. If a vacancy in the office of depository shall occur for any reason, a new depository shall be designated by said Issuer for the benefit of the bond holders on the same basis as the designation of the original depository. The Issuer agrees that, should any monthly installment notes executed for the purchase of bonds in this issue by individuals through arrangement with the depository become delinquent and uncollectable, the Issuer will, at the Bank's request, pick up the bond or bonds being held as collateral security by the bank and pay off the outstanding balance of any such loan or loans.

The Issuer, in developing its physical program, may authorize subsequent bond issues under this resolution on an equality with that herein authorized by enacting and filing for record for each subsequent



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bond issue, an appropriate Resolution containing substantially the same terms and conditions included in this Resolution and specifically providing for the assignment of a part of its weekly revenues for deposit in an independent Paying Agent Bank in sufficient amounts to amortize each such subsequent bond issue in accordance with a designated schedule of bond maturities; however, while any bonds of this series are outstanding, no bonds shall ever be issued other than for the purpose of acquiring additional real property, improving and equipping existing or subsequently acquired real property, or retiring indebtedness secured by any real property of the church.

SECTION XII

That should there be a default of any principal or interest payment of this bond issue, or should the Church or any official thereof fail or refuse to perform any duty imposed by this resolution, the holders of fifty per cent (50%) in amount of all of the outstanding bonds of this bond issue may file suit on behalf of the holders thereof to enforce payment in any manner authorized by law in this State; provided further, that any individual holder of a bond of this bond issue may file immediately upon the default of any principal or interest payment sue him.

SECTION XIII

That the Chairman of the Board of Trustees or Directors of the Issuer, is hereby authorized and directed to certify to this resolution as the act and deed of the Issuer, and to file the same for record in the office of the recorder of the appropriate City, County or Parish, and to perform all other acts necessary or appropriate to effect a lawful sale of the bonds of this bond issue in this State.

SECTION XIV
(OTHER PROVISIONS)

IN WITNESS WHEREOF, we have caused our signatures and Seal of the Issuer to be affixed this 26 day of November 1976.

Kenneth Mullins
Chairman of Board of Directors or Trustees
Robert Carroll
Secretary of Directors or Trustees

CHURCH SEAL:

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STATE OF
COUNTY OF

Before me, Elaine S. Rollan of the State and County afore said, personally appeared Kenneth Mullins and Robert Carroll, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Chairman Secretary of Trustees of the Helena Baptist Church, Inc. the within named bargainor, a corporation, and that he as such Trustees being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Helena Baptist Church, Inc.

Witness my hand and seal, at office in Bellevue, Ala., this 26 day of Nov., 1976.

SEAL:

Elaine S. Rollan
Notary Public

My Commission expires: 5/17/81

FOUND
NUMBER

DENOM

M A T U R I T Y
DATE YRS VALUE**

INT
RATE

1, 2, 3, 4
5, 6, 7, 8, 9, 10, 11
12
13, 14, 15, 16

1000 02/01/77 0.5 1,040.00 8.00
500 02/01/77 0.5 520.00 8.00
500 02/01/77 0.5 520.00 8.00
250 02/01/77 0.5 260.00 8.00

17, 18, 19, 20
21, 22, 23, 24, 25, 26, 27
28, 29, 30, 31, 32

1000 08/01/77 1.0 1,081.60 8.00
500 08/01/77 1.0 540.80 8.00
250 08/01/77 1.0 270.40 8.00

33, 34, 35, 36
37, 38, 39, 40, 41, 42, 43
44, 45, 46
47, 48, 49, 50

1000 02/01/78 1.5 1,124.86 8.00
500 02/01/78 1.5 562.43 8.00
500 02/01/78 1.5 562.43 8.00
250 02/01/78 1.5 281.22 8.00

51, 52, 53, 54
55, 56, 57, 58, 59, 60, 61
62
63, 64, 65, 66, 67

1000 08/01/78 2.0 1,169.86 8.00
500 08/01/78 2.0 584.93 8.00
500 08/01/78 2.0 584.93 8.00
250 08/01/78 2.0 292.46 8.00

68, 69, 70, 71
72, 73, 74, 75, 76, 77, 78
79, 80, 81, 82
83, 84, 85, 86

1000 02/01/79 2.5 1,216.65 8.00
500 02/01/79 2.5 608.33 8.00
500 02/01/79 2.5 608.33 8.00
250 02/01/79 2.5 304.16 8.00

87, 88, 89, 90
91, 92, 93, 94, 95, 96, 97
98, 99
100, 101, 102, 103, 104

1000 08/01/79 3.0 1,265.32 8.00
500 08/01/79 3.0 632.66 8.00
500 08/01/79 3.0 632.66 8.00
250 08/01/79 3.0 316.33 8.00

105, 106, 107, 108
109, 110, 111, 112, 113, 114, 115
116, 117, 118, 119
120, 121, 122, 123, 124

1000 02/01/80 3.5 1,315.93 8.00
500 02/01/80 3.5 657.97 8.00
500 02/01/80 3.5 657.97 8.00
250 02/01/80 3.5 328.98 8.00



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BOOK NUMBER	DATE	PER YRS	INTERVAL**	INITIALS
125, 126, 127, 128	08/01/80	4.0	1,368.57	8.00
129, 130, 131, 132, 133, 134, 135	08/01/80	4.0	684.28	8.00
136, 137, 138	08/01/80	4.0	684.28	8.00
139, 140, 141, 142	08/01/80	4.0	342.14	8.00
143, 144, 145, 146	02/01/81	4.5	1,423.31	8.00
147, 148, 149, 150, 151, 152, 153	02/01/81	4.5	711.66	3.00
154, 155, 156, 157	02/01/81	4.5	711.66	8.00
158, 159, 160, 161, 162	02/01/81	4.5	355.83	8.00
163, 164, 165, 166	08/01/81	5.0	1,480.24	8.00
167, 168, 169, 170, 171, 172, 173	08/01/81	5.0	740.12	8.00
174, 175, 176, 177	08/01/81	5.0	740.12	8.00
178, 179, 180, 181	08/01/81	5.0	370.06	8.00
182, 183, 184, 185	02/01/82	5.5	1,559.93	8.25
186, 187, 188, 189, 190, 191, 192	02/01/82	5.5	779.97	8.25
193, 194	02/01/82	5.5	779.97	8.25
195, 196, 197, 198, 199	02/01/82	5.5	389.98	8.25
200, 201, 202, 203	08/01/82	6.0	1,624.28	8.25
204, 205, 206, 207, 208, 209, 210	08/01/82	6.0	812.14	8.25
211, 212	08/01/82	6.0	812.14	8.25
213, 214, 215, 216	08/01/82	6.0	406.07	8.25
217, 218, 219, 220	02/01/83	6.5	1,691.28	8.25
221, 222, 223, 224, 225, 226, 227	02/01/83	6.5	845.64	8.25
228	02/01/83	6.5	845.64	8.25
229, 230, 231, 232	02/01/83	6.5	422.82	8.25
233, 234, 235, 236	08/01/83	7.0	1,761.04	8.25
237, 238, 239, 240, 241, 242, 243	08/01/83	7.0	880.52	8.25
244, 245, 246, 247, 248	08/01/83	7.0	440.26	8.25

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BOND NUMBER	DENOM	M A T U R I T Y DATE	YRS	VALUE**	INT RATE
249,250,251,252	1000	02/01/34	7.5	1,833.69	8.25
253,254,255,256,257,258	500	02/01/84	7.5	916.84	8.25
259,260,261,262,263	250	02/01/84	7.5	458.42	8.25
264,265,266,267	1000	03/01/34	8.0	1,909.33	8.25
268,269,270,271,272,273	500	03/01/84	8.0	954.66	8.25
274,275,276,277	250	03/01/84	8.0	477.33	8.25
278,279,280,281	1000	02/01/85	8.5	1,988.09	8.25
282,283,284,285,286	500	02/01/85	8.5	994.04	8.25
287,288,289,290,291	250	02/01/85	8.5	497.02	8.25
292,293,294,295	1000	03/01/85	9.0	2,070.10	8.25
296,297,298,299	500	03/01/85	9.0	1,035.05	8.25
300,301,302,303,304	250	03/01/85	9.0	517.52	8.25
305,306,307,308	1000	02/01/86	9.5	2,155.49	8.25
309,310,311,312	500	02/01/86	9.5	1,077.74	8.25
313,314,315,316,317	250	02/01/86	9.5	538.87	8.25
318,319,320,321	1000	03/01/86	10.0	2,244.40	8.25
322,323,324	500	08/01/86	10.0	1,122.20	8.25
325,326,327,328,329	250	08/01/86	10.0	561.10	8.25
330,331,332,333	1000	02/01/87	10.5	2,396.61	8.50
334,335,336	500	02/01/87	10.5	1,198.31	8.50
337,338,339,340	250	02/01/87	10.5	599.15	8.50
341,342,343,344	1000	03/01/87	11.0	2,498.47	8.50
345,346	500	08/01/87	11.0	1,249.23	8.50
347,348,349,350	250	08/01/87	11.0	624.62	8.50

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413,413,413
421,422
423,424

410,411,412
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414,415,416,417

401,402,403
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405,406,407,408,409

392,393,394
395,396
397,398,399,400

382,383,384
385,386
387,388,389,390,391

372,373,374
375,376,377
378,379,380,381

362,363,364
365,366,367
368,369,370,371

351,352,353
354,355,356,357
358,359,360,361

1000 02/01/91 15.0 3,485.64 8.50
500 02/01/91 15.0 1,742.82 8.50
250 02/01/91 15.0 871.41 8.50

1000 02/01/91 14.5 3,343.54 8.50
500 02/01/91 14.5 1,671.77 8.50
250 02/01/91 14.5 835.88 8.50

1000 03/01/90 14.0 3,207.23 8.50
500 06/01/90 14.0 1,603.61 8.50
250 08/01/90 14.0 801.81 8.50

1000 02/01/90 13.5 3,076.46 8.50
500 02/01/90 13.5 1,538.24 8.50
250 02/01/90 13.5 769.12 8.50

1000 03/01/89 13.0 2,951.06 8.50
500 03/01/89 13.0 1,475.53 8.50
250 03/01/89 13.0 737.76 8.50

1000 02/01/89 12.5 2,830.75 8.50
500 02/01/89 12.5 1,415.38 8.50
250 02/01/89 12.5 707.69 8.50

1000 06/01/88 12.0 2,715.45 8.50
500 02/01/88 12.0 1,357.67 8.50
250 03/01/88 12.0 678.84 8.50

1000 02/01/88 11.5 2,604.65 8.50
500 02/01/88 11.5 1,302.33 8.50
250 02/01/88 11.5 651.16 8.50

PROPERTY VALUE YEAR INI
DATE YRS RATE

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Shelby Cnty Judge of Probate, AL
12/27/1976 12:00:00 AM FILED/CERT

CERTIFICATE OF EXAMINATION

THE SHELBY COUNTY ABSTRACT COMPANY hereby certifies: That the foregoing, as shown by pages 1 to 26 inclusive, is a true and complete abstract of all conveyances, mortgages and other instruments of record in the office of the Judge of Probate of Shelby County, Alabama from 19th September 1911

to the present date, affecting the title to the premises described as follows:

A part of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of section 15, Tp. 20, Range 3 West, described as follows: Commence at a point where the Southerly line of F. F. Mullins property (formerly owned by Ida Smith) intersects the Easterly line of Main Street in the Town of Helena, run thence Southerly along the Easterly line of Main Street a distance of 125 feet, run thence Easterly and parallel with the Southerly line of said F. F. Mullins property a distance of 200 feet, run thence Northerly and parallel with the Easterly line of Main Street a distance of 125 feet to the southerly line of said F. F. Mullins property, run thence Westerly along the Southerly line of the said F. F. Mullins property a distance of 200 feet to the point of beginning. (Being the Helena Baptist Church lot)

Also that certain tract of land in the Town of Helena, Alabama, described as follows: Commencing at the Northeast point of intersection of the North line of the Helena-Pelham paved road with the East right of way line of Main Street in Helena, Alabama, and run thence in a Northerly direction along the East right of way line of said Main Street for a distance of 318 feet, more or less, to the Southwest corner of the present Helena Baptist Church lot for a point of beginning of the lot herein described; run thence in a Southerly direction along the East right of way line of said Main Street for a distance of 45 feet to a point; run thence in an Easterly direction and parallel with the North line of the present Baptist Church Lot, as now located, with said North line extended, in an Easterly direction, for a distance of 269 feet and 8 inches to the West line of the lot heretofore known as the Rual Stark Lot; run thence in a Northerly direction along the West line of the said Rual Stark Lot for a distance of 168 feet; run thence in a Westerly direction along the North line of the present Baptist Church Lot as extended for a distance of 53 feet, more or less, to the NE corner of the present Baptist Church Lot; run thence in a southerly direction & along the E line of said Church lot 125 feet to the SE corner of said Church lot; run thence along line of Church lot for 200 feet, more or less, to point of beginning.

That we have examined the records provided by the Statute for judgments, taxes and tax sales and find nothing constituting a lien on the above described property, otherwise than herein shown.

That the books of the County Tax Collector show no unpaid taxes or tax sales against said premises except as herein shown.

No Tax Examination, Church Property.

No examination for municipal assessments.



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Shelby Cnty Judge of Probate, AL
12/27/1976 12:00:00 AM FILED/CERT

Done at Columbiana, Alabama on the 31st day of October, 1963.

SHELBY COUNTY ABSTRACT CO.

By Jack T. Williams Manager

To

Except Mineral & Mining Rights to all that part of the above described land that lies in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ S 15 Tp 20 Range 3 West.

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CERTIFICATE OF EXAMINATION

THE SHELBY COUNTY ABSTRACT COMPANY hereby certifies: That the foregoing, as shown by pages / to / 2 inclusive, is a true and complete abstract of all conveyances, mortgages and other instruments of record in the office of the Judge of Probate of Shelby County, Alabama from

Date of purchase by W. J. Strickland on 19th November 1953

to the present date, affecting the title to the premises described as follows:

A part of the S $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 15 Township 20 South Range 3 West, described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 15 and run Northerly along West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 576.16 feet; thence turn angle of 10 deg. 03' to right and run 60.2 feet; thence turn an angle of 82 deg. 51' to left and run 69.80 feet; thence turn an angle of 56 deg. 12' to right and run 55.0 feet; thence turn an angle of 24 deg. 39' to right and run 94.20 feet along East right of way line of Main Street, thence continue Northerly along East right of way line of Main Street 91.0 feet to South line of Baptist Church lot; thence turn angle of 86 deg. 48' to right and run Easterly along South line of Church lot 195.38 feet; thence turn angle of 90 deg. 43' to right and run Southerly along West line of Davidson lot 107.7 feet; thence turn an angle of 94 deg. 02' to right and run Westerly 200.74 feet to point of beginning.

Minerals and mining rights excepted. "



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Shelby Cnty Judge of Probate, AL
12/27/1976 12:00:00 AM FILED/CERT

Situated in Shelby County, Alabama.

That we have examined the records provided by the Statute for judgments, taxes and tax sales and find nothing constituting a lien on the above described property, otherwise than herein shown.

That the books of the County Tax Collector show no unpaid taxes or tax sales against said premises, except as herein shown.

Property under examination has been regularly assessed and taxes paid by W. J. Strickland for past 5 years up to and including 1963.

Also assessed for 1964 by W. J. Strickland and taxes were due 1st October 1964 and are UNPAID.

No examination for municipal assessments.

STATE OF ALABAMA
SHELBY COUNTY
JUDGE OF PROBATE
INSTRUMENT WAS FILED

1976 DEC 27 PM 1:19

Conrad F. Strickland
JUDGE OF PROBATE

Bore at Columbiana, Alabama on the 21st day of November, 1964/

SHELBY COUNTY ABSTRACT CO.

By *Sam T. Strickland* Manager

To

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