

(Name)..... K. R. Kirkland, President Shelby State Bank.....

(Address)..... PO Box 216 Pelham, Al 35124.....

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Calvary Baptist Temple, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Eighty-Two Thousand One Hundred Six and 40/100----- Dollars
(\$ 82,106.40), evidenced by its note of even date.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, and any renewals or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Calvary Baptist Temple, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Attached Schedule "A"

SCHEDULE "A"

4. The land referred to in this Commitment is described as follows:

From the SE corner of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 3, T-21-S, R-3-W, run Northerly along the East line of said $\frac{1}{2}$ - $\frac{1}{2}$ Section a distance of 12.0 feet to an iron pin on the North right of way of 7th Ave. S.W., the point of beginning of the herein described tract; thence continuing Northerly along the East line of SW $\frac{1}{4}$ of NE $\frac{1}{4}$, along the line of Fall Acres Subdivision, 3rd Sector, a distance of 620.86 feet to an iron pin at the corner of Fall Acres Subdivision on the East, and 6th Court S.W. on the North; thence Westerly along the South R.O.W. line of 6th Ave. S.W. deflecting 90 deg. 0' left 260.0 feet to the corner of Mrs. Clyde Walton property on the West and 6th Court S.W. on the North; thence Southerly along the line of Mrs. Clyde Walton property on the West deflecting 90 deg. 0' left a distance of 200.0 feet to an iron pin; thence Westerly along the line of Mrs. Clyde Walton property on the North deflecting 90 deg. 0' right a distance of 200.0 feet to an iron pin; thence Southerly along the line of Mrs. Clyde Walton property on the West deflecting 90 deg. 0' left 410.75 feet to an iron pin; thence Easterly along the line of Dr. Hugh Linder property on the South deflecting 88 deg. 44' 28" left a distance of 460.0 feet to an iron pin the point of beginning. Situated in Shelby County, Alabama.

Countersigned at Columbiana, Alabama

✓ **SHelby STATE Mortgage.**

P. O. BOX 216

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

BOOK 407 PAGE 330

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned
Calvary Baptist Temple, Inc.

have hereunto set its signature and seal, this 26th day of October, 1980
X Larry Battle
X Randy B. Buff
X Jimmy W. Lewis
Mtg. fee 123.30
Rec. 3.00
Ind. 1.00
127.30
STATE OF ALA. SHELBY CO.
I CERTIFY THIS DEED WAS FILED
NOV -3 PM 1:05

THE STATE of _____, a Notary Public in and for said County, in said State,
hereby certify that
whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day,
that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19____
Notary Public.

THE STATE of Alabama }
Shelby COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that Larry Battle, Randy B. Buff and Jimmy W. Lewis
whose name as Trustees of Calvary Baptist Temple, Inc.
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 such conveyance, they in their capacity as Trustees
for and as the act of said corporation.
Given under my hand and official seal, this the 26 day of October, 1980
_____, Notary Public
My Commission Expires July 31, 1984

Return to: Calvary Baptist Temple, Inc.
TO Shelby State Bank
MORTGAGE DEED
THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama
19801103000124550 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
11/03/1980 00:00:00 FILED/CERTIFIED