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THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 14th. day of April, 19 81
between Birmingham South Church of God, Inc.

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of (\$140,000.00)
One Hundred Forty Thousand and no/100- - - - - DOLLARS
together with interest from date at rate set out in note evidencing this indebted-
ness. due by ONE promissory note(s) of this date

Due in one payment in full on the 14th. day of April, 1982.

and being desirous of securing the payment of the same, and in consideration thereof, ha _____ granted, bargained, sold and
conveyed and by these presents do _____ grant, bargain, sell and convey to the said party of the second part the property
hereinafter described - that is to say, situated in the County of Shelby, In the State of Alabama, and
more particularly known as

Part of the North half of the SE $\frac{1}{4}$ of Section 25, Township 19 South, Range
3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the S.E. corner of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 25, run in a
Westerly direction along the South line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance
of 533.85 feet, more or less, to a point on the East right-of-way line of
old Montgomery Highway; thence turn an angle to the right of 70 deg. 01'
12 " and run in a Northwesterly direction along said Easterly right-of-way
line for a distance of 530.16 feet, more or less, to the Southwest corner
of Lot 3, Riverchase West - Dividing Ridge First Addition, a map of which
is recorded in the Office of the Judge of Probate Shelby County, Alabama,
in Map Book 7, Page 3; thence turn an angle to the right of 156 deg. 56'
30" and run in a Southeasterly direction for a distance of 73.34 feet to
the most Southerly corner of said Lot 3; thence turn an angle to the left
of 65 deg. 13' 06" and run in a Northeasterly direction for a distance of
178.83 feet to a corner on the South line of Lot 4-A, a Resurvey of Lots
4 and 5, Riverchase West -Dividing Ridge First Addition, as recorded in
Map Book 7, Page 32, in the Office of the Judge of Probate, Shelby County,
Alabama; thence turn an angle to the right of 36 deg. 06' 36" and run in
a Southeasterly direction for a distance of 527.85 feet to a corner on the
South line of Lot 13, of Riverchase West - Dividing Ridge, as recorded in
the Office of the Judge of Probate of Shelby County, Alabama, in Map Book
6, Page 108; thence turn an angle to the left of 14 deg. 32' 54" and run
in an Easterly direction for a distance of 362.21 feet to a corner on the
South line of Lot 17 of said Riverchase West Dividing Ridge Subdivision;
thence turn an angle to the right of 19 deg. 52' 48" and run in a South-
easterly direction, along the South lines of Lots 17 and 18 of said River-
chase West Dividing Ridge for a distance of 113.44 feet to the Northwest
corner of Lot 56 of said Riverchase West Dividing Ridge; thence turn an
angle to the right of 67 deg. 29' 43" and run in a Southerly direction for
a distance of 273.32 feet, more or less, to a point on the South line of
the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of said Section 25, which is also the SW corner of said
Lot 56; thence turn an angle to the right of 89 deg. 19' 11" and run in a
Westerly direction along the said South line of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ for a distance
of 469.95 feet, more or less, to the point of beginning, containing 410,776
square feet or 9.6137 acres, more or less.

According to terms of DEED OF MORTGAGE, DATED 04-17-1981, FILED 04-17-1981.

FIRST NATIONAL BANK OF COLUMBIANA
101 Riverchase Parkway East
BIRMINGHAM, ALABAMA 35244

BOOK 411 PAGE 557

see Release Note Book 45 Page 19 (5-10-82)

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns forever. And this Deed is intended to operate as a Mortgage and is subject to the following condition - that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County, by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a copy of this instrument.

Sign

C. Taylor

Birmingham South Church of God, Inc.

By: *Thomas L. Trick*
Chairman of the Church Council

By: *Jack W. Stine*
Chairman of the Finance and Property Committee

By: *C. Taylor*
Treasurer

APR 17 1981

MORTGAGE TAX 210.00

Doc. 5.00

Ind. 1.00

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to the Mortgagors simultaneously herewith.

THE STATE OF ALABAMA
Shelby County.

19810417000042410 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
04/17/1981 00:00:00 FILED/CERTIFIED

I, John T. Natter, a Notary Public in and for said County

hereby certify that Thomas L. Trick, M.D., Chmn.-Church Council; C.G. Taylor,

Treasurer; Jack W. Stine, Chmn.-Property/Finance Committee of Birmingham South Church of God, Inc.

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 this conveyance, have executed the same voluntarily on the day the same bears date.

Given under my hand, this 14th day of April, 19 81

MORTGAGE

THE STATE OF ALABAMA,
Shelby County

Judge of Probate for said County, hereby certifies that the within Mortgage was filed in my office for record at 10 o'clock M. on the 14 day of April, 19 81

and duly recorded on the 14 day of April, 19 81
in Mortgage Record, Vol.
No. , on pages

Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certifies that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1908 - viz:

\$ cents

Judge of Probate

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