

STATE OF ALABAMA

Shelby COUNTY.

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THIS INDENTURE, Made and entered into on this, the 18 day of June 1981 by and between Trustees for the Pentecostal Lighthouse, Inc.

hereinafter called Mortgagor (whether singular or plural); and First Bank of Childersburg, a banking corporation hereinafter called the Mortgagee;

WITNESSETH: That, WHEREAS, the said Trustees for the Pentecostal Lighthouse, Inc. are

justly indebted to the Mortgagee in the sum of Eleven thousand four hundred seventy eight dollars & 60/100 (11,478.60) which is evidenced as follows, to-wit:

One promissory installment note of even date from Mortgagors to Mortgagee in the sum of \$11,478.60 including principal and interest and said sum payable as follows: 83 equal, consecutive, monthly installments of \$137.00 each, commencing on the 15th day of July, 1981, and continuing on the 15th day of each month thereafter until the 15 day of June, 1988, when the final payment of \$107.60 shall be due and payable.

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NOW, THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagor, the Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property, to-wit:
SEE DESCRIPTION: EXHIBIT "A" ATTACHED:

Harrison & Camille

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments, and appurtenances the unto belonging or in anywise appertaining, unto the Mortgagee, and the Mortgagee's successors and assigns, in fee simp

And the Mortgagor does hereby covenant with the Mortgagee that the Mortgagor is lawfully seized in fee of sa premises; that the Mortgagor has a good right to sell and convey the same; that said premises are free from incumbrance and that the Mortgagor warrants, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagor shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagor should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon, or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance thereon or any part of said insurance payable, then, in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the south door of the court house of Talladega County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagor in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title thereto as could a stranger.

Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee; secondly, the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus, if any, shall be paid to the Mortgagor, or the Mortgagor's heirs or assigns.

The Mortgagor covenants that the Mortgagor will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefor with the Mortgagee, and that the Mortgagor will insure, and keep insured the improvements thereon against loss by fire and tornado for not less than the indebtedness hereby secured, in some company acceptable to the Mortgagee, with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee the policies evidencing such insurance, and that the Mortgagor will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagor to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured in said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may, at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair, or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, or any of them, as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described — or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage, as is hereinabove provided.

Mortgagor agrees and stipulates that as against the collection of this said indebtedness the said Mortgagor does hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or of any other state, or of the United States.

IN WITNESS WHEREOF, the Mortgagor has hereto set the Mortgagor's hand and seal, on this, the day and year herein first above written.

Trustees for the Pentecostal Lighthouse

* Bishop East Shivers (L. S.) * Claude Singleton (L. S.)

* Earnest Roy Woodsworth (L. S.) * (L. S.)

EXHIBIT "A"

PARCEL A:

DESCRIPTION OF PROPERTY

Begin at a point where the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East, intersects with the Westerly line of the right-of-way of the Chancellor's Ferry Road; thence run Northwesterly along said public road 900 feet to the beginning point; thence continue along said public road in a Northwesterly direction 100 feet; thence run in a Southwesterly direction and perpendicular to said public road 100 feet; thence run in a Southeasterly direction and parallel to said public road a distance of 100 feet; thence continue Northeasterly direction and perpendicular to said public road a distance of 100 feet to the point of beginning, being in the S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East. Situated in Shelby County, Alabama.

Commence at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 34, Township 19, Range 2 East, Shelby County, Alabama; thence proceed East along the South boundary of said $\frac{1}{2}$ - $\frac{1}{2}$ Section for a distance of 1540.7 feet to a point on the Westerly boundary of Chancellor's Ferry Road; thence turn an angle of 121 degrees 33 minutes to the left and proceed Northwesterly along the Westerly side of said road for a distance of 888.43 feet to the point of beginning of land herein described; From this beginning point turn an angle of 99 degrees 20 minutes to the left and proceed Southwesterly for a distance of 152.0 feet to a point; thence turn an angle of 99 degrees 20 minutes to the right and proceed Northwesterly parallel to the West boundary of said road for a distance of 100 feet to a point; thence turn an angle of 80 degrees 40 minutes to the right and proceed Northeasterly for a distance of 152 feet to a point on the Westerly side of said road; thence turn an angle of 99 degrees 20 minutes to the right and proceed Southeasterly for a distance of 100 feet to the right and to the point of beginning. The above described land is located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East, Shelby County, Alabama, and contains approximately $\frac{3}{4}$ acre. Situated in Shelby County, Alabama.

PARCEL B:

A parcel of land situated in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East, and more particularly described as follows: Begin at the SE corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East; thence South 85 degrees 30 minutes West 1125.8 feet to the center of Chancellor's Ferry Road; thence along the center of said road North 34 degrees 30 minutes West 1029.0 feet; thence South 55 degrees 30 minutes West 30.0 feet to the Western line of the right-of-way of said Chancellor's Ferry Road to the point of beginning of the lot hereinafter conveyed; thence North 34 degrees 30 minutes West 72.0 feet; thence South 46 degrees 10 minutes West 150.0 feet; thence South 34 degrees 30 minutes East 162.0 feet; thence North 46 degrees 10 minutes East 50.0 feet; thence North 34 degrees 30 minutes West 90.0 feet; thence North 46 degrees 10 minutes East 100.0 feet to the point of beginning. EXCEPT the following tract of land: Begin at the SE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East; thence South 85 degrees 30 minutes West 1125.8 feet to the center of Chancellor's Ferry Road; thence along the center of said road North 34 degrees 30 minutes West 1029.0 feet; thence South 55 degrees 30 minutes West 30.0 feet to the Western line of the right-of-way of said Chancellor's Ferry Road to a point; thence North 34 degrees 30 minutes West 72 feet; thence South 46 degrees 10 minutes West 150 feet; thence South 34 degrees 30 minutes East 87 feet for the point of beginning of the lot hereinafter conveyed; thence South 34 degrees 30 minutes East 75 feet; thence North 46 degrees 10 minutes East 50 feet; thence North 34 degrees 30 minutes West 75 feet; thence South 46 degrees 10 minutes West 50 feet to the point of beginning; situated in Shelby County, Alabama, and in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19, Range 2 East. Situated in Shelby County, Alabama.

For Identification Purposes only:

Trustees of Pentecostal Lighthouse, Inc.

Earnest Roy Woods

L.S.

Claude Singleton JR

L.S.

Bishop Earl Shavers Jr

STATE OF ALABAMA, }
Shelby COUNTY }

I, the undersigned authority, in and for said County, in said State, hereby certify that Trustees for the Pentecostal Lighthouse, Inc.,

whose name.s.....are.....signed to the foregoing conveyance, and who.....are.....known to me (or made known to me) acknowledged before me on this day that, being informed of the contents of the conveyance,.....are.....executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of June 19 81

Sara Ann Price
Notary Public

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STATE OF ALABAMA, }
COUNTY }

I, the undersigned authority, in and for said County, in said State, do hereby certify that on the.....day of.....19....., came before me the within named.....

known to me (or made known to me) to be the wife of the within named,.....who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand and seal this the.....day of.....19.....

Notary Public

ALABAMA JUDGE OF PROBATE
FILED JUN 22 1981

1981 JUN 22 AM 9:29

Thomas A. Linder, Jr.
JUDGE OF PROBATE

<i>Mtg TAX</i>	17.25
<i>Rec</i>	6.00
<i>Jud</i>	1.00
	<u>24.25</u>