

STATE OF ALABAMA)  
COUNTY OF SHELBY)

19811028000115140 Pg 1/7 .00  
Shelby Cnty Judge of Probate, AL  
10/28/1981 00:00:00 FILED/CERTIFIED

830  
PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, Oak Mountain Church of Christ, a corporation, by D. H. Hammond, J. T. Norris and R. D. Steen, who constitute a majority of the Board of Trustees of Oak Mountain Church of Christ, has become justly indebted to Dorothy Abele, (together with her heirs, successors and assigns, hereinafter called the "Mortgagee"), in the sum of Forty-Four Thousand Six Hundred Dollars (\$44,600.00), together with interest thereon, as evidenced by a promissory note or notes of even date herewith.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned, Oak Mountain Church of Christ, a corporation, by D. H. Hammond, J. T. Norris and R. D. Steen, who constitute a majority of the Board of Trustees of Oak Mountain Church of Christ, (whether one or more, hereinafter called the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

A parcel of land located in the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, lying Southwesterly of Oak Mountain Park Road, East of Interstate 65 and North of Old Oak Mountain Park Road, more particularly described as follows: Begin at point of Tangent Station 24 + 01.2, 100 feet left of center line of Relocated Oak Mountain Park Road; thence in a Northwesterly direction, along the present right-of-way of said road, a distance of 279.72 feet; thence 90° left, in a Southwesterly direction, a distance of 113.94 feet to the Easterly right-of-way line of Interstate 65; thence 35° 44' 40" left, in a Southerly direction, along said right-of-way line, a distance of 85.38 feet; thence 01° 24' 10" left, in a Southerly direction, a distance of 348.04 feet to the center line of Old Oak Mountain Park Road; thence 100° 46' 08" left, in a Northeasterly direction, along said center line, a distance of 334.0 feet to the beginning of a curve to the right, said curve having a radius of 256.0 feet and a central angle of 59° 20' 12"; thence along arc of said curve, in a Southeasterly direction, a

distance of 265.12 feet to end of said curve; thence continue, in a Southeasterly direction, a distance of 7.44 feet to the present right-of-way line of Oak Mountain Park Road, said point being on a curve to the left, said curve having a radius of 866.97 feet and a central angle of 31° 50' 42"; thence 159° 04' 32" left, measured to tangent of said curve; thence along arc of said curve, in a Northwesterly direction, a distance of 481.86 feet to the point of beginning.

EXCEPT a 50 x 85.52 feet lot belonging to the City of Pelham, as recorded in Deed Book 313, Pages 664 and 665, in the Probate Office of Shelby County, Alabama.

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

BOOK 416 PAGE 534  
together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows, and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, her heirs, successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors warrant, covenant and agree with the Mortgagee, her successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid; that they will warrant and forever defend the title against the claims of all persons whomsoever and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property, and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same (but Mortgagee is not obligated to do so).



3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire (including so-called extended coverage), wind, and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee, or Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises, as the Mortgagee may elect.

4. That all amounts so expended by the Mortgagee for insurance or for the payment of taxes or assessments or to discharge prior liens shall become a debt due the Mortgagee, shall be at once payable upon demand, shall bear interest at the rate of interest payable on the principal sum of the note described above or, if no such rate of interest is specified or if the rate specified would be unlawful, at the rate of eight percent (8%) per annum from date of payment by Mortgagee, and such debt and the interest thereon shall be secured by the lien of this mortgage; and upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of the Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and

this mortgage subject to foreclosure and the same may be foreclosed as hereinafter provided.

5. To take good care of the mortgaged property described above and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of said Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, liens, or assessments, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

7. That they will well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

8. That after any default on the part of the Mortgagors, the Mortgagee shall, upon complaint filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such powers as may be deemed necessary, and that a reasonable attorney's fee not exceeding fifteen percent (15%) of the unpaid debt after default shall, among other expenses and costs,



be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

9. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and power herein given, granted or secured to the Mortgagee shall inure to the benefit of the successors and assigns of the Mortgagee.

10. That the provisions of this mortgage and of the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of, the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should the mortgaged property be condemned by any authority having power of eminent domain, or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same which may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, no-

BOOK 416 PAGE 538  
tice of the exercise of such option being hereby expressly waived, and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the Courthouse door of the County (or the division thereof) where said property, or a substantial part of said property, is located, at public outcry for cash, after giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee or auctioneer is authorized to execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold. The Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee not exceeding fifteen percent (15%) of the unpaid debt after default if the original amount financed exceeded Three Hundred Dollars (\$300.00); second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the indebtedness hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. The Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at her option, sell said property en masse regardless of the number of parcels hereby conveyed.

IN WITNESS WHEREOF, the undersigned, Oak Mountain Church of Christ, a corporation, has caused this instrument to be executed by



its Trustees thereunto duly authorized, this 14th day of October, 1981.

OAK MOUNTAIN CHURCH OF CHRIST

By *D. H. Mannond*  
D. H. Mannond, Its Trustee

By *J. T. Norris*  
J. T. Norris, Its Trustee

By *R. D. Steen*  
R. D. Steen, Its Trustee

STATE OF ALABAMA)  
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that D. H. Hammond, J. T. Norris and R. D. Steen, whose names as Trustees of Oak Mountain Church of Christ, a corporation, and who constitute a majority of the Board of Trustees of Oak Mountain Church of Christ, 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 the conveyance, they as such Trustees and with full authority, executed the same voluntarily for and as the act of said Oak Mountain Church of Christ, a corporation.

Given under my hand and official seal this 14th day of October, 1981.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1981 OCT 28 AM 9:11

*Mtg tax* - 66.90  
10.50  
1.00

*[Signature]*  
Notary Public



*William A. Jackson, Jr.*  
JUDGE OF PROBATE

78.40

This instrument was prepared by:  
  
William A. Jackson, Attorney  
1734 Oxmoor Road  
Birmingham, Alabama 35209