

This instrument was prepared by

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 (Address) 1972 Chandalar Office Park
Pelham, Alabama 35124



This Form furnished by:

Cahaba Title, Inc.
 1970 Chandalar South Office Park
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Pelham Church of God

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

The First Bank of Alabaster

(hereinafter called "Mortgagee", whether one or more), in the sum

 of Twenty Two Thousand and no/100----- Dollars
 (\$ 22,000.00), evidenced by promissory note of even date herewith.

 421 PAGE 150
 BOOK

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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

Pelham Church of God

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:

A parcel of land located in the West half of the Northeast Quarter of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of Lot 4 of Brookstone Subdivision, as recorded in Map Book 4, Page 53, in the Office of the Judge of Probate in Shelby County, Alabama, said point also being the Southeast corner of Lot 5 of said subdivision, said point also being on the Southwest right-of-way line of Valley View Road; thence in a Southeasterly direction, along the most Easterly line of said Lot 4, along said right-of-way line, a distance of 200.38 feet; thence 90 degrees left, in a Northeasterly direction, a distance of 40 feet to a point on the Northeast right-of-way line of said Valley View Road, said point also being the beginning of a curve to the right, said curve having a radius of 154.9 feet and a central angle of 28 degrees 17 minutes 28 seconds; thence 90 degrees right to tangent of said curve; thence along arc of said curve, in a Southeasterly direction then Southwesterly direction, along said right-of-way line, a distance of 76.49 feet to end of said curve; thence 28 degrees 25 minutes 55 seconds left, measured from tangent of said curve in a Southeasterly direction, a distance of 84.71 feet to the point of beginning; thence continue along last described course a distance of 582.57 feet to a point on the Northwest right-of-way line of Alabama Highway 119, said point also being on a curve to the right, said curve having a radius of 5807.78 feet and a central angle of 3 degrees 18 minutes 18 seconds; thence 104 degrees 33 minutes 15 seconds left to tangent of said curve; thence along arc of said curve, in a Northeasterly direction along said right-of-way line, a distance of 335.0 feet to end of said curve; thence 89 degrees 28 minutes 44 seconds left measured from tangent of said curve, in a Northwesterly direction, a distance of 508.51 feet; thence 77 degrees 15 minutes 31 seconds left, in a Southwesterly direction, a distance of 232.0 feet to the point of beginning. Situated in Shelby County, Alabama.

Subject to easements and restrictions of record.

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

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

Form ALA-35

FIRST BANK OF ALABASTER P. O. Box 246, Alabaster, Alabama 350

Daniel M. Spittler

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 Pelham Church of God, by its Trustees, Rev. C. E. Lawson, Jesse M. Higginbotham, W. C. Burke, Earmon Davis, Jerome Harris and D. E. Hearn

have hereunto set their signature S and seal, this 5th day of June, 19 82.

PELHAM CHURCH OF GOD

Rev. C. E. Lawson (SEAL) - Trustee

Jesse M. Higginbotham (SEAL) - Trustee

W. C. Burke (SEAL) - Trustee

Earmon Davis (SEAL) - Trustee

Jerome Harris (SEAL) - Trustee

D. E. Hearn (SEAL) - Trustee

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rev. C. E. Lawson, Jesse M. Higginbotham, W. C. Burke, Earmon Davis, Jerome Harris and D. E. Hearn, whose names as Trustees of the Pelham Church of God, a Church, 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 such conveyance, they, as such Trustees and with full authority, executed the same voluntarily for and as the act of said Church.

Given under my hand and official seal, this the 5th day of June, 1982.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1982 JUN -8 AM 9:08

Thomas A. S. S. S. S.
JUDGE OF PROBATE
Mtg. 33.00
Rec. 3.00
Ind. 1.00
37.00

Notary Public