

THE STATE OF ALABAMA,
Shelby County.

14th. day of August, 1972

This Deed of Mortgage, made and entered into on this, the _____ day of _____, 19____, between Ellis Ray Smith, Jerry N. Curl, Robert E. Jarvis, John F. Cox, Malcolm Norris, as Trustees of the Helena Pentecostal Worship Center

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 (\$20,000.00) Twenty Thousand and no/100 - - - - - DOLLARS together with interest from date at rate set out in note evidencing this indebtedness due by one promissory note(s) of this date due in 120 successive equal installments of \$310.65 each commencing on the 14th day of September, 1982.

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mortgage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, have YE 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

A part of Lots 1, 2, 3, 4 and 5 in Block 4 of SQUIRE'S MAP OF HELENA ALABAMA, as recorded in Map Book 3, Page 121 in the office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows: Begin at the Northwest corner of said Lot 1, Block 4, of said Subdivision, thence in an Easterly direction, along the North line of said Lot 1, a distance of 139.0 feet, thence 93 degrees 42 minutes 45 seconds right, in a Southerly direction, a distance of 93.28 feet to the Southerly line of Lot 2, thence 89 degrees 22 minutes 30 seconds right, in a Westerly direction, along said Lot line, a distance of 25.0 feet, thence 89 degrees 30 minutes 45 seconds left, in a Southerly direction, a distance of 49.90 feet to the Southerly line of said Lot 3, thence 0 degree 10 minutes 15 seconds left, in a Southerly direction, a distance of 38.29 feet to a fence, thence 20 degrees 35 minutes right in a Southwesterly direction, along said fence, a distance of 65.75 feet to the Southerly line of said Lot 5, thence 69 degrees 13 minutes 20 seconds right, in a Westerly direction, along said Southerly Lot line, a distance of 68.88 feet to the Southwest corner of said Lot 5, thence 85 degrees 01 minute 40 seconds right, in a Northwesterly direction, along the Easterly line of Branch Alley, a distance of 236.10 feet to the Point of Beginning.

Also a part of Lots 1, 2, 3 and 4 of Block 9 of said SQUIRE'S MAP OF HELENA, ALABAMA, more particularly described as follows: Begin at the Northeast corner of said Lot 1 of Block 8, thence in a Southeasterly direction, along the West line of Branch Alley, a distance of 175.0 feet, thence 92 degrees 28 minutes 29 seconds right, in a Westerly direction, a distance of 18.0 feet, thence 78 degrees 09 minutes 10 seconds right, in a Northwesterly direction, a distance of 178.04 feet to the Southerly Right of Way Line of Second Avenue and the Northerly line of said Lot 1, thence 101 degrees 08 minutes 06 seconds right, in an Easterly direction, along said Lot line and Right of Way Line, a distance of 47.0 feet to the Point of Beginning.

*Reurchase Branch
1st Natl. Bk. of Columbiana*

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But 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, including any other indebtedness as described on page 1 hereof, 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 _____ 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

Ray Smith

CAUTION: IT IS YOUR DUTY TO READ THIS INSTRUMENT THOROUGHLY BEFORE YOU SIGN IT.

Helena Pentecostal Worship Center

Malcolm Norris Trustee (L.S.)
Ray Smith Trustee (L.S.)
John F. Cox Trustee (L.S.)
Gerry N. Curl Trustee (L.S.)
Robert E. Jarvis Trustee (L.S.)

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

1982 AUG 18 AM 10:05

Thomas P. Shumaker
JUDGE OF PROBATE

mtg. 30.00
Red 3.00
Ins. 1.00
34.00

THE STATE OF ALABAMA
Shelby County.

I, Peggy Killingsworth, a Notary Public in and for said County

hereby certify that Ellis Ray Smith, Jerry N. Curl, Robert E. Jarvis, John F. Cox, Malcolm Norris

whose name S 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, executed the same voluntarily on the day the same bears date.

Given under my hand, this 16th day of August, 1982.
Peggy Killingsworth
My Commission Expires July 8, 1988

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County.

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

and duly recorded on the _____ day of _____, 19____, in Mortgage Record, Vol. _____, 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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