

(Name) Central State Bank

(Address) Calera, Alabama 35040

Form 1-1-22 Rev. 1-56

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Calera Baptist Church, Inc. by: W. W. Godfrey, Jack P. Comer,  
John Pace, and Donald Edwards

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

Central State Bank, Calera, Alabama 35040

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Fifty-Thousand and no/100----- Dollars  
(\$150,000.00), evidenced by One single payment note due on demand.

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,

Calera Baptist Church, Inc. by W. W. Godfrey, Jack P. Comer,  
John Pace, and Donald Edwards.

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:

See attached description.

This mortgage is second and subordinate to that certain mortgage  
to V. Wayne Causey, Trustee in the amount of \$200,000.00 dated  
June 28, 1982 and recorded in Mortgage Book 421 Page 502.

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

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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

have hereunto set their signature S and seal, this 7th day of March, 19 83

*W. W. Godfrey* (SEAL)  
*Jack P. Comer* (SEAL)  
*John C. Pace* (SEAL)  
*Donald Edwards* (SEAL)

THE STATE of

COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose names 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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, Notary Public.

THE STATE of Alabama

Shelby COUNTY }

I, Sue S. Hope, a Notary Public in and for said County, in said State, hereby certify that W. W. Godfrey, Jack P. Comer, John C. Pace, and Donald Edwards

whose name as Trustees of Calera Baptist Church, INC. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of March, 19 83

*Sue S. Hope* Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Title Insurance Corporation  
Title Guarantee Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

lots No. 403 and 404 of the Shelby Lime Company's Allotment of land in the Town of Calera, Alabama, as shown by the map of said company's allotment and commonly known as N.B. Dare's Map of Calera, Alabama, which said lots are further described as follows: From the SW intersection of 17th Avenue and U.S. Highway No. 31 (also called Montgomery Avenue) in the City of Calera, Alabama, run South along the West boundary of said Highway 31 (or Montgomery Avenue) 60 feet to the beginning point of the lot herein described. From the beginning point thus established run West and parallel with the south side of 17th Avenue 133 feet to the East side of an alley; thence South on and along the East side of said alley 120 feet to the North side of an alley running East and West; thence on and along the North side of said alley 133 feet to the West boundary of Highway No. 31 (Montgomery Avenue); thence North on and along said West boundary 120 feet to the beginning point.

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Lot #415, being 52 -1/2 feet fronting on Orchard Street and running back East to a depth of 100 feet, and Lot #416 being 51-1/2 feet fronting on Orchard Street and extending back East to a depth of 100 feet, according to Dare's Plat of Calera, Alabama, as changed by J.D. Hardy, and situated in Shelby County, Alabama, and being the same lot conveyed by James D. Hardy to Amelia Herscher as shown in Deed Book 16, Page 425, and being the same lots conveyed by F. Stein to P. Baer by deed shown of record in Deed Book 33, Page 226 in the office of Probate Judge of Shelby County, Alabama, and being the same lot described in Section 2 of the Last Will and Testament of Phillip Baer, deceased, wherein said lots are described as the "Baer Residence on Church Street" being the same as Orchard Street, and being further described as commencing at a point on the East side of Orchard Street which is 105 feet North of the point of intersection of the North line of Patton Street with the East line of Orchard Street and which point marks the Northwest corner of the Calera Baptist Church lot, for a point of beginning; run thence North along the East margin of Orchard Street a distance of 105 feet; run thence East along the South line of an alley for a distance of 100 feet; run thence South and parallel with Orchard Street a distance of 105 feet; run thence West 100 feet, more or less, to the point of beginning.

Lot 5 in Block 3, according to J. H. Dunstan's map and survey of the Town of Calera; being situated in Shelby County, Alabama. The West 55 feet of Lot 6 in Block 3, according to J. H. Dunstan's Survey and Map of the Town of Calera, Alabama. Better known as the McElroy Lot.

That certain lot or parcel of land in the Town of Calera, in Shelby County, Alabama, known as the "McElroy lot," being the East 80 feet of lot 407 and the East 80 feet of the South half of lot 406 of N. B. Dare's survey of Calera, Alabama, which said property herein conveyed is more particularly described as follows: beginning at the intersection of the Westerly line of the Montgomery Highway (also known as Montgomery Avenue) with the Northerly line of Church Street (also known as Patton Street) go in a Northerly direction along the Westerly line of said Montgomery Highway 90 feet; thence in a Westerly direction parallel with the Northerly line of said Church Street go 80 feet; thence in a Southerly direction parallel with the Westerly line of the Montgomery Highway go 90 feet to the Northerly line of Church Street; and thence in an Easterly direction along the Northerly line of Church Street go 80 feet to the point of beginning, being in said Town of Calera.

One Lot or parcel of land described as Lot 405, except 18 feet off of the North side on which was the Doctor's office and later a Cafe is situated also the N 1/2 of Lot 406 according to Dare's map of the Town

of Calera, Alabama. Said lot or parcel of land fronting on the West side of Montgomery Highway 72 feet and extending back in a Westerly direction of uniform width a distance of 133 feet more or less to an alley and known as a part of lot 4 in Block 3, according to Dunstan's map of the Town of Calera, Alabama situated in Shelby County, Alabama.

Being situated in Shelby County, Alabama.

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

1983 MAR -9 AM 8:58

*Thomas A. Dunstan, Jr.*  
JUDGE OF PROBATE

*8779 tax - 225.00*  
*Rec. 6.00*  
*Ind. 1.00*  

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*232.00*