

(Name) Dale Corley, Attorney

(Address) 2100 Sixteenth Avenue, South, Birmingham, AL 35205

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Living Word Church, a non-profit corporation,

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

SouthTrust Bank of Alabama, National Association as Executor of the Estate of Vivian Davis, deceased,

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

of Seventy Two Thousand Six Hundred Fifty and 62/100 ----- Dollars  
(\$ 72,650.62 ), evidenced by one promissory note of even date herewith,

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, Living Word Church, a non-profit corporation

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:

Commence at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 36, Township 19 South, Range 3 West, Pelham, Shelby County, Alabama, thence run Easterly along the South line of said quarterquarter a distance of 206.0 feet to a point; thence turn an angle of 38 deg. 15 min. to the left and run Northeasterly a distance of 350.0 feet to a point; thence turn an angle of 87 deg. 59 min. 15 sec. to the left and run Northwesterly a distance of 20.62 feet to a point on the Northerly right of way line of Shelby County Highway number 261, thence turn an angle of 88 deg. 23 min. 01 sec. to the right and run Northeasterly along said right of way line a distance of 40.0 feet to the point of beginning of the property being described, parcel one (1), thence continue along last described course, along said highway right of way line a distance of 508.18 feet to the P.C. (Point of Curvature) of a highway curve to the right, thence turn an angle of 2 deg. 27 min. 43 sec. right to chord and run Northeasterly a chord distance of 379.22 feet to a point, thence turn an angle of 56 deg. 30 min. 07 sec. left and run Northerly a distance of 455.28 feet to a point on the Southerly right of way line of the former Louisville and Nashville Acton Helena branch railroad; thence turn an angle of 107 deg. 52 min. left and run Southwesterly along said former right of way line a distance of 224.07 feet to a point, thence turn an angle of 90 deg. 00 min. right and run Northwesterly along same said right of way line a distance of 20.0 feet to a point, thence turn an angle of 90 deg. 00 min. left and continue Southwesterly along same said former right of way line a distance of 978.91 feet to a point, thence turn an angle of 105 deg. 28 min. 37 sec. left and run Southeasterly a distance of 79.04 feet to a point, thence turn an angle of 74 deg. 31 min. 23 sec. left and run Northeasterly a distance of 232.43 feet to a point, thence turn an angle of 74 deg. 31 min. 23 sec. right and run Southeasterly a distance of 270.63 feet to a point, thence turn an angle of 90 deg. 00 min. right and run Southwesterly a distance of 234.0 feet to a point, thence turn an angle of 90 deg. 00 min. left and run Southeasterly a distance of 273.81 feet to a point, thence turn an angle of 27 deg. 12 min. 16 sec. left and run Southeasterly a distance of 43.71 feet to the point of beginning; being situated in Shelby County, Alabama.

RELEASE PROVISIONS: The mortgagee named herein agrees to release a portion of the said property as herein described for every \$10,000.00 in principal paid to the Mortgagee. One acre released per \$10,000.00 principal paid.

This is a purchase money mortgage.

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

See Partial Release Note Book 431 page 954 (10-7-83)

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 Living Word Church, a non-profit corporation,

have hereunto set OUR signatures and seal, this 27th day of May, 19 83

Attest:

LIVING WORD CHURCH, a non-profit corporation (SEAL)

Susan W. Murphy  
Secretary

Truett Murphy  
By: President, Truett Murphy (SEAL)

(SEAL)

THE STATE of

Montgomery

COUNTY

I,

hereby certify that

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance  
Given under my hand and official seal this

, a Notary Public in and for said County, in said State,

known to me acknowledged before me on this day,  
executed the same voluntarily on the day the same bears date,  
day of

, 19  
Notary Public.

THE STATE of

JEFFERSON

COUNTY

the undersigned

, a Notary Public in and for said County, in said State,

hereby certify that Truett Murphy

whose name as President of Living Word Church, a non-profit corporation  
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 27th day of May, 19 83

Notary Public

My Commission Expires: 7-14-84

(Seal)

TO

LIVING WORD CHURCH, a non-profit corporation

SouthTrust Bank of Alabama, National Association as Executor of the Estate of Vivian Davis, deceased

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

Corley, Moncus, Bynum & De Buys  
2100 Sixteenth Avenue, South  
Birmingham, AL 35205

Return to:

BOOK 431 PAGE 955