

This instrument was prepared by

(Name) J. SANFORD MULLINS, III, ESQUIRE
Fulford, Pope, Natter, Donovan & Mullins
(Address) 2326 Highland Avenue
Birmingham, AL 35205
MORTGAGEE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHN DOUGLAS MARK and wife, ALISON MARK

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
FAITH PRESBYTERIAN CHURCH, a corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of Eighty-Three Thousand Four Hundred Seventy-Eight and 85/100 ----- Dollars
(\$ 83,478.85). evidenced by a promissory note of even date.

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,
JOHN DOUGLAS MARK and wife, ALISON MARK,

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:

Lot 42, according to the survey of Wagon Trace, as recorded in Map Book 6,
Page 140, in the Probate Office of Shelby County, Alabama.

Subject to ad valorem taxes due for the current tax year, mining and mineral rights
of record.

This is a purchase money mortgage, the proceeds of which have been applied to the
purchase price of the proceed described herein.

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

Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-
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 Mort-
gagee, 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 Mort-
gagee, 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 con-
veyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or as-
signs, 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 posses-
sion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pub-
lishing 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 neces-
sary 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 John Douglas Mark and wife, Alison Mark

have hereunto set their signatures and seal, this 14th day of October, 1983

BOOK 438 PAGE 70

Mtg TAX 125.25
Dec 3.00
Ins 1.00
129.25

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 OCT 20 AM 11:34

X John Douglas Mark (SEAL)
JOHN DOUGLAS MARK (SEAL)
X ALISON MARK (SEAL)
Alison Mark (SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that John Douglas Mark and wife, Alison Mark,

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

Given under my hand and official seal this 14th day of October, 1983
Notary Public.

THE STATE of
COUNTY }

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

whose name as of
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 day of, 19
Notary Public

LAW OFFICES
FULFORD, POPE, NATTER
DONOVAN, MULLINS
200 S. CHURCH ST. SUITE 200
BIRMINGHAM, ALABAMA 35203

JOHN DOUGLAS MARK and ALISON MARK
TO
FAITH PRESBYTERIAN CHURCH, a
corporation

MORTGAGE DEED

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

1983 OCT 20 AM 11:28

Notary Public

Mtg TAX 125.25
Dec 3.00
Ins 1.00
128.25

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203