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STATE OF ALABAMA

SHELBY COUNTY

MORTGAGE

THIS MORTGAGE made the 20<sup>th</sup> day of September, 1984, between Cheryl Season, Gil Aycock, Alec Jones, and John Everage, TRUSTEES OF RIVERCHASE UNITED METHODIST CHURCH, hereinafter called "Mortgagor") and THE UNITED METHODIST DEVELOPMENT FUND, a Pennsylvania corporation, (hereinafter called "Mortgagee"), whose Treasurer's office is located at 475 Riverside Drive, New York City, New York 10027.

WHEREAS, Mortgagor by its certain note (hereinafter called "Note") bearing the same date as this Mortgage is indebted to Mortgagee in the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000) lawful money of the United States of America, advanced or to be advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note to which reference is hereby made, any unpaid remaining balance provided for in the Note or herein being paid no later than ten years herefrom;

NOW, THEREFORE, in consideration of said indebtedness and for better securing the payment of the same, and the interest thereon, and all other sums provided for in the Note or herein, to Mortgagee, and the performance of the covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee the following described real property situated in Shelby County, State of Alabama:

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Commence at the southwest corner of the NE 1/4 of NW 1/4 of Section 25, Township 19 South, Range 3 West for the point of beginning; thence run eastwardly along the south line of said quarter-quarter section for a distance of 136.13 feet to the center line of Old Railroad bed; thence turn left an angle of 45 degrees 50 minutes 23 seconds and run northeasterly along the center of said Old Railroad bed a distance of 591.17 feet; thence turn left an angle of 44 degrees 20 minutes 38 seconds and run northerly a distance of 153.24 feet to the south right of way line of Old Montgomery Highway; thence turn left an angle of 94 degrees 38 minutes 17 seconds and run in a southwesterly direction along said south right of way line for a distance of 548.92 feet to the west line of said quarter-quarter section; thence turn left an angle of 20 degrees 34 minutes 25 seconds and run southwesterly a distance of 309.80 feet to the east right of way line of Montgomery Highway; thence turn left an angle of 101 degrees 14 minutes 30 seconds and run in a southeasterly direction along said Montgomery Highway right of way a distance of 464.45 feet to the west line of said quarter-quarter section; thence run southwardly along said west line of said quarter-quarter section for a distance of 25.75 feet to the point of beginning. Containing 6.6 acres more or less. Mineral and mining rights excepted.

-1-

Alec Jones  
2148 Bailey Brook Dr.  
B'ham. AL 35244

SUBJECT to mineral and mining rights and rights incident thereto recorded in Vol. 227 page 734, in the Probate Office of Shelby County, Alabama; and except any portion of subject property lying within the right of way of the old railroad right of way.

In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appointments of said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TOGETHER WITH any and all buildings and improvements erected or hereinafter erected thereon.

TOGETHER WITH any and all fixtures, and all machinery, equipment, and other articles of property, whether real estate or not, now or at any time hereafter attached to or situated in or upon, and used or useful in the operation of, the Land or the buildings and improvements erected or hereafter erected thereon or of any business now or hereafter operated by the owner or any occupant of the mortgaged property or any part thereof.

TOGETHER WITH all building materials, fixtures, machinery, and equipment delivered on site to the Land during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or incorporation therein or thereon, or if suitable for any such use.

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TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances belonging to the Land or any part thereof, hereby mortgaged or intended so to be, or in anywise appertaining thereto (including but not limited to all income, rents, and profits arising therefrom), all streets, alleys, passages, ways, watercourses, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of Mortgagor, in and to all of the foregoing or any or every part thereof (said Land, buildings, improvements, fixtures, machinery, equipment, tenements, and other property interests being hereinafter collectively called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever.

#### ARTICLE I

#### COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

## Warranties

1.01 It is hereby agreed by the parties hereto that the consideration for this Mortgage is the present and future advancement of funds to the Mortgagor by the Mortgagee pursuant to an agreement by the parties to provide for the construction of a church on the premises described herein, and it is agreed that this Mortgage shall have the full force, and effect, and benefit of a Mortgage to secure advances of money the lien of which advances shall relate to the date of this Mortgage.

1.02 Mortgagor warrants that it is the lawful fee simple owner of the Land, and has the right to convey the same. The Land is free from all liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations, or other conditions, except as set forth in the foregoing legal description.

Mortgagor will warrant and defend premises, with the above mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all lawful claim or claims and demands whatsoever, except those hereinabove set forth.

## Payment of Indebtedness

1.03 Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of such Note and this Mortgage.

## Waste and Maintenance of Premises

1.04 Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of Mortgagee; shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

## Insurance Obligation

1.05 Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is

fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said Land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form, companies, and amounts as Mortgagee may accept, and shall contain a mortgagee clause acceptable to Mortgagee, with loss Payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor shall become immediately due and payable by Mortgagor with interest at the rate of 10-1/2 percent per annum and shall be secured by this Mortgage.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the Premises to substantially the same condition as the Premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to Mortgagor.

#### Payment of Taxes and Other Charges

1.06 Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

## Security Agreement

1.07 This Mortgage creates a security interest in the property included in Premises and constitutes a security agreement under the Uniform Commercial Code. Mortgagor shall execute, file, and refile such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in Premises.

## Compliance with Ordinances

1.08 Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

## ARTICLE II

### DEFAULT AND BREACH

#### Events of Default

2.01 The following shall constitute Events of Default hereunder:

- (1) The failure of Mortgagor to pay any installment of principal or interest when the same is payable.
- (2) The failure of Mortgagor to pay any other sum required to be paid in the Note or in the Mortgage when the same is payable.
- (3) The failure of Mortgagor to perform any covenant or agreement in the Note or in this Mortgage.
- (4) Any assignment for the benefit of Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate Mortgagor, or Mortgagor's becoming insolvent within the meaning of the federal Bankruptcy Act.

#### Remedies for Default

2.02 Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all other

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sums secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:

#### Foreclosure

(1) Institute an action of mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate stipulated in the Note to the date of default and thereafter at the rate of 10-1/2 percent per annum, together with all other sums secured by this Mortgage, all costs of suit, interest at 10-1/2 percent per annum on any judgment obtained by Mortgagee from and after the date of any Sheriff's Sale of the Premises (which may be sold in one parcel or in such parcels, manner, or order as Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due Mortgagee; or

#### Possession and Receivership

(2) Enter into possession of the Premises, with or without legal action, and by force if necessary lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Premises, or on account and in reduction of the principal or interest, or principal and interest, hereby secured, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

## Assignment of Leases and Rents

2.03 As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default.

### ARTICLE III

#### SATISFACTION

#### Satisfaction of Mortgage

3.01 If Mortgagor complies with the provisions of this Mortgage and pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

### ARTICLE IV

#### MISCELLANEOUS

#### Notice

4.01 A notice which is mailed by certified mail to Mortgagor or to the person or persons who are then the owner or owners of the Premises at the Premises, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when required under this Mortgage.

#### State Law to Apply

4.02 This Mortgage shall be construed under and in accordance with the laws of the State of Alabama, and all obligations of the parties created hereunder are performable in Shelby County, Alabama.

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 20<sup>th</sup> day of September, 1984.

WITNESSES

TRUSTEES OF RIVERCHASE UNITED  
METHODIST CHURCH  
(MORTGAGOR)

John W. Everage

Robert C. Cey

John W. Everage

Cheryl L. Season

Alec Jones

John W. Everage

John W. Everage

Alec Jones

We consent to the execution of the within Mortgage.

John M. Simmons  
Pastor

W. C. Davis  
District Superintendent

WITNESS

STATE OF ALABAMA  
COUNTY OF BIRMINGHAM  
NOTARY PUBLIC  
My. 4/

THE UNITED METHODIST DEVELOPMENT  
FUND, a Pennsylvania corporation  
(MORTGAGEE)

1984 OCT -5 AM 11:54

300.00  
20.00  
10.00  
321.00

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

Acknowledgment

This instrument was prepared by Alec Jones whose address is 2148 Bailey Brook Drive, Birmingham, Alabama 35244.