

This instrument was prepared by

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Form 1-1-22 Rev. 1-64

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

New Hope Cumberland Presbyterian Church, Inc.

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

Herol H. Stone and wife, Evelyn T. Stone

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Ten Thousand and no/100th-----Dollars  
(\$ 110,000.00), evidenced by 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,

New Hope Cumberland Presbyterian Church, Inc.

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 Legal Description

BOOK 051 PAGE 502

Lots 2, 3, 4, and 5, Block 2, of Cherokee Forest, First Sector, as recorded in Map Book 5, page 17, in the Office of the Judge of Probate of Shelby County, Alabama.

Also, the following described parcel of land located in the SW 1/4 of the SE 1/4 of Section 22, Township 19 South, Range 2 West, and the NW 1/4 of the NE 1/4 of Section 27, Township 19 South, Range 2 West, being more particularly described as follows: Begin at the Southeast corner of said Lot 5, Block 2; thence in an Easterly direction along the projection of the Southerly line of said Lot 5, a distance of 200.0 feet; thence 90 deg. left, in a Northerly direction, a distance of 469.14 feet; thence 6 deg. left, in a Northwesternly direction, a distance of 273.67 feet to the beginning of a curve to the left, having a central angle of 48 deg. 15 min., and a radius of 187.08 feet; thence in a Northwesternly direction along said curve, a distance of 157.54 feet to end of said curve; thence in a Northwesternly direction, a distance of 248.77 feet to the beginning of a curve to the left, having a central angle of 90 deg. and a radius of 25.0 feet; thence in a Southwesterly direction along said curve a distance of 39.27 feet to end of said curve; thence in a Southwesterly direction, a distance of 32.40 feet to the beginning of a curve to the left, having a central angle of 35 deg. 45 min. and a radius of 207.55 feet; thence in a Southwesterly direction along said curve, a distance of 129.50 feet; thence in a Southerly direction a distance of 75.0 feet to the Northwest corner of said Lot 2, Block 2; thence 90 deg. left, in an easterly direction a distance of 215.0 feet; thence 94 deg. 30 min. 49 sec. right, in a Southwesterly direction, a distance of 190.59 feet; thence 4 deg. 30 min. 49 sec. left, in a southerly direction, a distance of 600 feet to the point of beginning.

Situated in Shelby County, Alabama.

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

New Hope Cumberland Presbyterian Church

have hereunto set our signatures and seal, this

21st day of November, 19 85

New Hope Cumberland Presbyterian Church, Inc. (SEAL)

By: Wayne Brooks (SEAL)  
Wayne Brooks, Moderator of the Session

Charlotte Thornton (SEAL)  
Charlotte Thornton, Clerk of the Session

(SEAL)

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THE STATE of

COUNTY

I, the undersigned

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

hereby certify that Wayne Brooks, as moderator of the session and Charlotte Thornton, as Clerk

of the session whose names are assigned 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 21st day of November, 1985

Notary Public.

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned

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

hereby certify that Wayne Brooks, as moderator of the session and Charlotte Thornton

of New Hope Cumberland Presbyterian Church, Inc. whose name as Clerk of the session

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 21st day of November

Notary Public

MORTGAGE DEED

TO

RECORDING FEES

Mortgage Tax \$ 165.00  
Deed Tax \_\_\_\_\_  
Mineral Tax \_\_\_\_\_  
Recording Fee 7.50  
Index Fee 1.00

\$ 173.50

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

Birmingham, Alabama

Return to: