3142

This instrument was prepared by

(Name) FIRST AMERICAN BANK OF PELHAM

(Address) P. O. Box 100, Pelham, Alabama 35124

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,

CROSSCREEK BAPTIST CHURCH OF PELHAM, ALABAMA, INC.

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

FIRST AMERICAN BANK OF PELHAM

(hereinafter called "Mortgagee", whether one or more), in the sum of Four Hundred Twelve Thousand Seven Hundred Forty-eight and 22/100---------------- Dollars ($ 412,748.22), evidenced by

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Installment note of even date payable in 144 monthly installments with the rate to change quarterly to Lender's prime plus 2%, with an initial rate of 9.75%.

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,

CROSSCREEK BAPTIST CHURCH OF PELHAM, ALABAMA, 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:

A parcel of land located in the NE 1/4 of NE 1/4 and the SE 1/4 of NE 1/4 of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the NW corner of said NE 1/4 of NE 1/4, thence in a Southerly direction along the West line of said 1/4-1/4 Section a distance of 1018.33 feet to the point of beginning; thence continue along last described course a distance of 522.12 feet to the Southwest right of way line of a 100 foot wide Alabama Power Company Easement; thence 61°24' left in a Southeasterly direction along said right of way a distance of 244.27 feet to the Northwesterly right of way of Crosscreek Trail and a point on a curve to the right, said curve having a central angle of 10°46'11" and a radius of 819.42 feet; thence 100°46'11" left measured to tangent of said curve, in a Northeasterly direction along arc of said curve a distance of 151.70 feet to end of said curve, thence continue in a Northeasterly direction a distance of 309.00 feet, thence 90° left in a Northwesterly direction a distance of 478.71 feet to the point of beginning.
Recorded: January 18, 1977
Book 361, Pages 719 through 732

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the Northwest corner of said 1/4-1/4 section, run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 1018.33 feet to the Southwest corner of Lot 9, Block 3, of Cahaba Valley Estates - Sixth Sector and the point of beginning of the property herein described; thence turn an angle to the left of 61°34' and run Southeasterly for a distance of 319.61 feet; thence turn an angle to the left of 90° and run Northeasterly for a distance of 150 feet to a point on the South right of way line of Round Hill Road; thence turn an angle to the left of 90° and run in a Northwesterly direction along said road right of way for a distance of 33.95 feet to the point of curve of a curve to the right which has a central angle of 33°29'13" and a radius of 281.79 feet; thence Northwesterly along the arc of said curve to the right for a distance of 164.69 feet to the Southeast line of said Lot 9, thence Southwesterly for a distance of 235.94 feet to the point of beginning; containing 1.000 acres, more or less.
Recorded: March 10, 1981 — Book 331, Pages 651-652; March 16, 1981 — Book 331, Pages 723-724

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the Northwest corner of said 1/4-1/4 section, run in a Southerly direction along the west line of said 1/4-1/4 section for a distance of 1018.33 feet to the Southwest corner of Lot 9, Block 3, of Cahaba Valley Estates - Sixth Sector; thence turn an angle to the left of 61°34' and run Southeasterly for a distance of 319.61 feet to the point of beginning of the property herein described; thence continue Southeasterly along the same course for a distance of 159.10 feet to a point on the Northwesterly right of way line of Crosscreek Trail; thence turn an angle to the left of 90° and run in a Northwesterly direction for a distance of 125.0 feet to the point of curve of a curve to the left, which has a central angle of 90° and a radius of 25 feet; thence run Northerly and Northwesterly along the arc of said curve to the left for a distance of 39.27 feet to the end of said curve; thence run Northwesterly along a line which is tangent to said curve for a distance of 134.10 feet; thence turn an angle to the left of 90° and run Southwesterly for a distance of 150 feet to the point of beginning; containing 0.545 acres, more or less.
Recorded: March 10, 1981 — Book 331, Pages 653-654; March 16, 1981 — Book 331, Pages 721-722

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

CROSSCREEK BAPTIST CHURCH OF PELHAM, ALABAMA, INC.

have hereunto set their signatures and seal, this 28 day of April, 19 87

Ronald D. Ramsey ....(SEAL)
Ron Ramsey, Trustee

Richard Cornellius ....(SEAL)
Richard Cornellius, Trustee

John Dorsett ....(SEAL)
John Dorsette, Trustee

........(SEAL)

THE STATE of Alabama }
Shelby COUNTY }

I, JoAnn Shockley, a Notary Public in and for said County, in said State, hereby certify that Ron Ramsey, Richard Cornellius and John Dorsette whose name s 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 28th day of April, 19 87

My Commission Expires December 6, 1987

Joann Shockley 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

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

1987 APR 29 AM 11: 06

Thomas A. Snowden Jr.
JUDGE OF PROBATE

1. Deed Tax	
2. Mtg. Tax	619.50
3. Recording Fee	5.00
4. Indexing Fee	1.00
TOTAL	625.50

Return to:
FIRST AMERICAN BANK OF PELHAM
P. O. BOX 100
PELHAM, ALABAMA 35124

TO

MORTGAGE DEED