

This instrument was prepared by

527

(Name) Frank Dominick
2121 Highland Avenue
(Address) Birmingham, Alabama 35205
(J)

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

THE BOARD OF MISSIONS AND CHURCH EXTENSION, BIRMINGHAM-EAST DISTRICT, THE UNITED METHODIST CHURCH

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
NATIONAL DIVISION OF THE GENERAL BOARD OF GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH, a New York corporation

(hereinafter called "Mortgagee", whether one or more), in the sum
of One hundred Five Thousand ----- Dollars
(\$ 105,000.00), evidenced by two promissory notes of even date herewith, and being due and payable according to the terms thereof,

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,

The Board of Missions and church Extension, Birmingham-East District, The United Methodist Church, a 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:

Part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence for the point of beginning where the south line of NW $\frac{1}{4}$ of said Section 32 intersects the west right of way line of State Highway No. 119 (where same is marked by an existing iron pin); thence northeasterly along same west right of way line for a distance of 250.00 feet to an existing iron pin; thence turn an interior angle of 86° 25' 48" and run in a northwesterly direction for a distance of 266.69 feet; thence turn an interior angle of 90° and run in a southwesterly direction for a distance of 342.78 feet; thence turn an interior angle of 69° 37' 34" and run in an easterly direction for a distance of 267.89 feet, more or less to the point of beginning.

PARCEL B:

Part of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From a point where the south line of NW $\frac{1}{4}$ of said Section 32 intersects the west right of way line of State Highway No. 119 (where same is marked by an existing iron pin); thence northeasterly along said west right of way line for a distance of 250.00 feet to an existing iron pin; thence turn an interior angle of 86° 25' 48" and run in a northwesterly direction for a distance of 266.69 feet to the point of beginning; thence continue along last mentioned course for a distance of 498.42 feet to an existing iron pin; thence turn an interior angle of 99° 04' 15" and run in a southwesterly direction for a distance of 568.27 feet to an existing iron pin; thence turn an interior angle of 60° 33' 19" and run in an easterly direction for a distance of 627.25 feet; thence turn an interior angle of 110° 22' 26" and run in a northeasterly direction for a distance of 342.78 feet, more or less, to the point of beginning. Minerals and mining rights excepted.

Said property warranted free from all incumbrances and at any adverse claims, except as stated

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 THE BOARD OF MISSIONS AND CHURCH EXTENSION, BIRMINGHAM-EAST DISTRICT, THE UNITED METHODIST CHURCH, a corporation, has hereunto set its signature and seal on this the 21 day of March, 1988 by Frank Dominick, its President, who is duly authorized thereto.

BOOK 178 PAGE 984

ATTEST:

Samuel B. Abston
Secretary

THE BOARD OF MISSIONS AND CHURCH EXTENSION,
BIRMINGHAM-EAST DISTRICT, THE UNITED METHODIST CHURCH

By, Frank Dominick
President

THE STATE of

COUNTY

I,

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

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

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 ALABAMA
JEFFERSON

COUNTY

I, the undersigned

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

hereby certify that Frank Dominick, whose name as President of THE BOARD OF MISSIONS & CHURCH EXTENSION, BIRMINGHAM-EAST DISTRICT, THE UNITED METHODIST CHURCH

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 21

day of March, 1988

Martha L. Jones, Notary Public

08 APR -7 PM 1:45

MORTGAGE DEED

Return to:

The Board of Missions and Church
Extension, Birmingham-East
District, The United Methodist
Church
TO
National Division of the
General Board of Global Minis-
tries of the United Methodist
Church, a New York corporation

1. Dead Tax \$
2. Mfg Tax 157.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 163.50

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

Birmingham, Alabama