

THIS INSTRUMENT PREPARED BY:

NAME: James P. O'Neal
1600 City Federal Building
ADDRESS: Birmingham, Alabama 35203
MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY

Know All Men By These Presents, that whereas the undersigned Crosscreek Baptist Church of Pelham, Alabama justly indebted to First American Bank of Pelham in the sum of \$520,000.00 evidenced by a promissory note of even date herewith

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Crosscreek Baptist Church of Pelham, Alabama do, or does, hereby grant, bargain, sell and convey unto the said First American Bank of Pelham (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Legal Description Attached As Exhibit "A" And Incorporated Herein By Referral As If Fully Set Forth.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on: 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 14th day of October

WITNESSES:

19 88

Crosscreek Baptist Church of Pelham, Alabama

By: [Signature] (Seal)
Its Trustee

By: [Signature] (Seal)
Its Trustee

By: [Signature] (Seal)
Its Trustee

____ (Seal)

STATE OF

County

General Acknowledgement

I, the undersigned,

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

hereby certify that

whose name signed to the foregoing conveyance, and who known to me, acknowledged before me on this day, that being in-

formed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of 19

Notary Public,

STATE OF ALABAMA

COUNTY OF JEFFERSON

Corporate Acknowledgement

a Notary Public in and for said County, in

said State, hereby certify that Cynthia B. Kemp Harvey Coker, R.W. Cornelius and John Dorsett whose name as Trustees of Crosscreek Baptist Church of Pelham, Alabama 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 the 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 14th day of October, 1988

[Signature]
Notary Public

MY COMMISSION EXPIRES MARCH 8, 1992

Return to

TO

MORTGAGE

This Form Furnished By

ALABAMA TITLE CO., INC.

2233 SECOND AVE. NO.

BIRMINGHAM, ALABAMA 35203

EXHIBIT "A"

Parcel 1

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 deg. 34 min. 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 courses for a distance of 159.10 feet to a point on the Northwestern right of way line of Crosscreek Trail; thence turn an angle to the left of 90 deg. and run in a Northwesternly 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 deg. and a radius of 25 feet; thence run Northerly and Northwesternly along the arc of said curve to the left for a distance of 39.27 feet to the end of said curve; thence run Northwesternly 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 deg. and run Southwesterly for a distance of 150 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 2

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 Northwest 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 deg. 24 min. left, in a Southeasterly direction along said right of way a distance of 244.27 feet to the Northwesternly right of way of Crosscreek Trail and a point on a curve to the right, said curve having a central angle of 10 deg. 46 min. 11 sec. and a radius of 819.42 feet; thence 100 deg. 46 min. 11 sec. 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 deg. left, in a Northwesternly direction a distance of 478.71 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 3

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 Northeast 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 deg. 34 min. and run Southeasterly for a distance of 319.61 feet; thence turn an angle to the left of 90 deg. 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 deg. 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 deg. 29 min. 13 sec. 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, for a distance of 235.94 feet to the point of beginning; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

BOOK 213 PAGE 262

1. Dead Tax	\$	
2. Mtg. Tax		780.00
3. Recording Fee		10.00
4. Indexing Fee		1.00
TOTAL		791.00

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

88 NOV 10 PM 3:31

Thomas A. Snowden, Jr.
JUDGE OF PROBATE