

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA

COUNTY OF SHELBY

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, **RIVERCHASE UNITED METHODIST CHURCH**, a corporation (hereinafter called "Mortgagor"), is, contemporaneously with the execution hereof, becoming indebted to **THE HARBERT-EQUITABLE JOINT VENTURE**, an Alabama general partnership (hereinafter referred to as "Mortgagee") on a loan in the sum of One Hundred Twenty-Seven Thousand Seven Hundred Ten and No/100 Dollars (\$127,710.00) principal, as evidenced by a promissory note of even date herewith, payable to Mortgagee with interest thereon, on demand or as otherwise provided therein (hereinafter "Note"); and

WHEREAS, it is desired by the parties to secure said principal amount with interest, and all renewals, extensions or modifications thereof, and any and all other additional indebtedness of Mortgagor to Mortgagee, now existing or hereafter rising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and all renewals, modifications or extensions thereof, and whether incurred or given as maker, endorser, guarantor or otherwise (all of which additional indebtedness is hereinafter referred to as "Other Indebtedness").

NOW, THEREFORE, the undersigned Mortgagor and all others executing this Mortgage, in consideration of making the loan or loans above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals or modifications of same, and any and all charges herein incurred by Mortgagee on account of Mortgagor, including but not limited to attorney's fees, and any and all Other Indebtedness of Mortgagor to Mortgagee as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, and as may be set forth in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagor to Mortgagee, has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns, that certain real estate situated in Shelby County, Alabama and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all buildings, improvements and fixtures now or hereafter located thereon (hereinafter referred to as the "Property").

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagors, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Mortgagee is

Riverch Res Assoc

hereby authorized on behalf and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Mortgagor shall pay or cause to be paid to the Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall pay all charges incurred herein by Mortgagee on account of Mortgagor, including, but not limited to attorneys' fees, and shall pay any and all Other Indebtedness of Mortgagor to Mortgagee, and shall keep, perform and observe all and singular the covenants, conditions and agreements in the Note, and in this Mortgage, and in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagor to Mortgagee, expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

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Upon the happening of a default in the payment of the Note, or of any installment thereof, principal or interest, when due, or upon the happening of a default in the payment of any Other Indebtedness, obligation or liability hereby secured, or any renewals, extensions, or modifications thereof when due, or upon default in the performance of any of the covenants, conditions or agreements in the Note, or in this Mortgage, or in any other instruments evidencing, securing or given in connection with the Note or Other Indebtedness of Mortgagor to Mortgagee, or should the interest of said Mortgagee or assigns in said Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon or otherwise, so as to endanger the security hereby given, or should the Mortgagor, or any endorser, surety or guarantor of the Note or Other Indebtedness of Mortgagor to Mortgagee, file, or have filed against any one of them, a petition under any provision of any federal or state law pertaining to bankruptcy, insolvency, or any other law or relief of debtors, including but not limited to, proceedings for liquidation, adjustment of debts, reorganization, or any filing of any plan, composition or arrangement under any such law, or seek or acquiesce in a general assignment or any other arrangement for the benefit of creditors, Mortgagee may, at its option, declare all indebtedness, Other Indebtedness, obligations, and liabilities secured hereby to be immediately due and payable, and the Mortgagor hereby vests the Mortgagee with full power and authority to sell said Property at public auction at the front door of the courthouse of the county or counties in which all or a portion of said Property is located, as Mortgagee may elect, subject to the provisions of any applicable law. Such sale may be in lots or parcels or en masse as Mortgagee's agents, auctioneer or assigns deem best, for cash, to the highest bidder, after first giving notice of the time, place and terms of such sale, together with a description of the Property to be sold, by publishing the same once a week for three (3) consecutive weeks in a newspaper published in the county or counties and state in which all or a portion of said Property is located. Mortgagee has full power and authority to make proper conveyance to the purchaser and to apply the proceeds of said sale: First, to the payment of the expenses of such sale including advertising, selling and conveying, including reasonable attorney's and auctioneer's fees; second, to the payment of any and all debts, obligations and liabilities hereby secured, principal and interest, whether such debts, obligations or liabilities be then due or not, and any amount that may be due the Mortgagee by virtue of any of the special liens or agreements herein declared; and, lastly, the surplus, if any, to be paid over to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner, or to be paid as otherwise required by law. The said Mortgagee may, at any sale made under this Mortgage, become the purchaser of said Property, or any part thereof or interest therein, like a stranger thereto, in which event the auctioneer making the sale shall make the deed in the name of the Mortgagor, and all recitals made in any deed executed under this Mortgage shall be evidence of the facts therein recited.

The Mortgagor, its successors, assigns, executors and administrators, hereby covenants with the Mortgagee, its successors and assigns, that it is seized of an indefeasible estate in fee simple in and to said Property, that said Property is free from all liens and encumbrances except as may be set forth herein, and that it will forever warrant and defend the title thereto and the quiet use and enjoyment thereof unto the said Mortgagee, its successors and assigns, and unto the purchaser at any such sale, against the lawful claims of all persons whomsoever. The Mortgagor further expressly agrees and covenants as follows:

1. Mortgagor shall pay the Note and all Other Indebtedness of Mortgagor to Mortgagee, and all installments of principal and interest thereon, when they respectively fall due.
2. Mortgagor agrees and covenants that, without the Mortgagee's prior written consent, it will not erect or construct any improvements, house, or other structure on the Property until the Note and all Other Indebtedness of Mortgagor to Mortgagee, including interest and expenses, have been paid in full.
3. Mortgagor shall keep the Property in a good state of repair and shall not commit or permit waste of the Property.
4. Mortgagor shall pay promptly all taxes, assessments, liens and other charges which are now, or may become effective against said Property before the same become delinquent, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith. If required by Mortgagee, Mortgagor will pay, on the same day of each month on which the principal and interest on the Note are due, one-twelfth (1/12) of the yearly taxes on the Property, as estimated by Mortgagee, together with and in addition to each regular installment of principal and interest. Such sums shall not draw interest, and shall not be, nor deemed to be, trust funds, but may be commingled with the general funds of Mortgagee or Mortgagee's agent. Mortgagor agrees to pay Mortgagee the amount of any deficiency necessary to enable Mortgagee to pay such taxes when due. Such sums may be applied by the Mortgagee to the reduction of the indebtedness secured hereby in the event of a default under this Mortgage, the Note or any other obligation of Mortgagor to Mortgagee.
5. If it shall become necessary to employ an attorney to collect the debt or any of the indebtedness or Other Indebtedness hereby secured, or any portion thereof, or to foreclose this Mortgage by sale under the powers herein contained, or by an action at law or other judicial or administrative proceedings, then the said Mortgagor shall pay and allow a reasonable attorney's fee.
6. Mortgagor shall maintain possession of the Property above described, subordinate to the rights of the Mortgagee, and in the event of litigation arising over the title to, or possession of said Property, the Mortgagee may prosecute or defend said litigation.
7. If the said Mortgagor fails to perform any of the duties herein specified, the Mortgagee, at its option, may perform the same, including but not limited to payment of taxes, liens and other charges.
8. The Mortgagee, at its option, may advance to said Mortgagor such monies as may be necessary to discharge any liens of any character now or hereafter placed against said Property, or to pay for any work done upon said Property, or materials furnished to said Property.
9. The Mortgagee shall have an additional lien upon said Property, secured by this Mortgage, for any sums expended or advanced by Mortgagee pursuant to the provisions of paragraphs 5 through 8 above, together with interest thereon, and all such sums expended or advanced shall bear interest at the rate set forth in the Note or at 15%, whichever is greater, unless otherwise agreed by Mortgagee and Mortgagor, and shall be immediately due and payable.
10. Mortgagor shall not sell or otherwise transfer or dispose of the Property without the prior written consent of the Mortgagee. Upon any such sale, transfer or disposition of the Property without the prior written consent of Mortgagee, Mortgagee may, at its option, declare all indebtedness, Other Indebtedness, obligations, and liabilities secured hereby to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the

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interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request. If Mortgagee has waived the option to accelerate provided in this paragraph 10, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

11. The provisions of this Mortgage shall inure to and bind not only the parties hereto, but also their respective heirs, executors, administrators, successors, and assigns.
12. No delay or omission of the Mortgagee or of any holder of the Note to exercise any right, power or remedy under this Mortgage, or the Note, or any other instrument, upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.
13. All rights, powers and remedies of Mortgagee herein shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. In the event that any one or more of the terms or provisions of this Mortgage or of the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms or provisions shall in no way be affected, prejudiced or disturbed thereby.
14. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

IN WITNESS WHEREOF, said Mortgagor has executed this instrument on this the _____ day of February, 1991.

WITNESS:

[Signature]
[Signature]
[Signature]
[Signature]

Mortgagors' Address:

Mortgagee's Address:

Purchase Money Mortgage
HEJV

MORTGAGOR:

RIVERCHASE UNITED METHODIST CHURCH

By: [Signature]
Its: Chairman of Board of Trustees
By: [Signature]
Its: Member of Board of Trustees
By: [Signature]
Its: Pastor
By: [Signature]
Its: District Superintendent

1953 Old Montgomery Highway
Birmingham, Alabama 35244
(205) 987-4030

The Harbert-Equitable Joint Venture
P.O. Box 1297
Birmingham, Alabama 35201
(205) 988-4730

STATE OF ALABAMA

COUNTY OF SHELBY

I, Thomas F. Hall, a notary public in and for said county in said state, hereby certify that Kenneth A. Duivant, whose name as Pastor of Riverchase United Methodist Church, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Pastor and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15th day of February, 1991.

Thomas F. Hall
Notary Public

My Commission Expires: 1-10-95

[Notarial Seal]

STATE OF ALABAMA

COUNTY OF SHELBY

I, Thomas F. Hall, a notary public in and for said county in said state, hereby certify that Ralph Lawrence Dill, whose name as District Superintendent of Riverchase United Methodist Church, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such District Superintendent and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 14th day of February, 1991.

Thomas F. Hall
Notary Public

My Commission Expires: 1-10-95

[Notarial Seal]

STATE OF ALABAMA
COUNTY OF SHELBY

I, Thomas F. Hall II, a notary public in and for said county in said state, hereby certify that Glenn A. Sheffield, whose name as Chairman of Board of Trustees of Riverchase United Methodist Church, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, 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 15th day of February, 1991.

[Notarial Seal]

Thomas F. Hall II
Notary Public

My Commission Expires: 1-10-95

STATE OF ALABAMA
COUNTY OF SHELBY

I, Thomas F. Hall II, a notary public in and for said county in said state, hereby certify that David L. Allen, whose name as Member of Board of Trustees of Riverchase United Methodist Church, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, 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 15th day of February, 1991.

[Notarial Seal]

Thomas F. Hall II
Notary Public

My Commission Expires: 1-10-95

EXHIBIT "A"

Description of Real Property

Part of the NW 1/4 of the NE 1/4 and part of the NE 1/4 of the NW 1/4 all in Section 25, Township 19 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

From the SW corner of the NW 1/4 of the NE 1/4 of said Section 25 run in a Northerly direction along the West line of said quarter-quarter section for a distance of 443.25 feet to an existing iron pin being the NW corner of Lot 34, Second Addition to Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 7, Page 59 and being the point of beginning; thence continue in a Northerly direction along said West line of said quarter-quarter section for a distance of 119.30 feet to an existing iron pin; thence turn an angle to the left of 89°15'44" and run in a Westerly direction for a distance of 576.10 feet to an existing iron pin; thence turn an angle to the right of 89°15'44" and run in a Northerly direction for a distance of 59.27 feet to an existing iron pin being on the SE right of way line of Old Montgomery Highway; thence turn an angle to the right of way 48°46'51" and run in a Northeasterly direction along said SE right of way line for a distance of 279.80 feet to a point of curve, said curve being concave in a Southeasterly direction and having a central angle of 7°52'51" and a radius of 286.52 feet; thence turn an angle to the right and run in a Northeasterly direction along said SE right of way line and along the arc of said curve for a distance of 39.41 feet to a point of ending of said curve; thence run in a Northeasterly direction along said SE right of way line and along a line tangent to the end of said curve for a distance of 64.16 feet to a point of curve, said second curve being concave in a Northwesterly direction and having a central angle of 10°6'14" and a radius of 594.12 feet; thence run in a Northeasterly direction and along the arc of said curve and said SE right of way line of Old Montgomery Highway for a distance of 104.77 feet to a point of ending of said curve; thence continue in a Northeasterly direction along said SE right of way line and along a line tangent to the end of last mentioned curve for a distance of 553.31 feet to an existing iron pin being on the North line of the NW 1/4 of the NE 1/4 of said Section 25; thence turn an angle to the right of 44°00'48" and run in an Easterly direction along said North line of said NW 1/4 of the NE 1/4 for a distance of 277.41 feet to an existing iron pin; thence turn an angle to the right of 91°09'57" and run in a Southerly direction for a distance of 45.30 feet to an existing iron pin being the most Northerly corner of Lot 27 of said Second Addition to Riverchase West, as recorded in Map Book 7, Page 59; thence turn an angle to the right of 36°56' and run in a Southwesterly direction for a distance of 216.63 feet to an existing iron pin; thence turn an angle to the left of 24°06' and run in a Southwesterly direction for a distance of 381.18 feet to an existing iron pin being the most Northerly corner of Lot 32, of said Second Addition to Riverchase West; thence turn an angle to the right of 0°09'11" and run in a Southwesterly direction for a distance of 105.25 feet to an existing iron pin being the most Westerly corner of said Lot 32; thence turn an angle to the right of 49°53' and run in a Southwesterly direction for a distance of 35.21 feet to an existing nail and being the most Westerly corner of Lot 33, of said Second Addition to Riverchase West; thence turn an angle to the left and run in a Southeasterly direction along the West line of said Lot 33 for a distance of 22.64 feet to an existing nail; thence continue along the West line of said Lot 33 in a Southeasterly direction for a distance of 70.10 feet to a point of intersection with the North right of way of Lemon Mint Drive as shown on the Second Addition to Riverchase West; thence turn an angle to the right of 90° and run in a Southwesterly direction along the end of said road right of way and along the North line of Lot 34, Second Addition to Riverchase West for a distance of 237.53 feet, more or less, to the point of beginning.

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

91 MAR -7 PM 2:48

JUDGE OF PROBATE

1. Deed Tax	191.70
2. Mtg. Tax	0.00
3. Recording Fee	17.50
4. Indexing Fee	3.00
5. No Tax Fee	0.00
6. Certified Fee	4.00
Total	216.20