

Return to:
First Alabama Bank
Shelby County
200 Inverness Center Drive
Birmingham, Alabama 35242

THIS INSTRUMENT WAS PREPARED BY:

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2287

STATE OF ALABAMA)
SHELBY COUNTY)

THIS IS A FUTURE ADVANCE MORTGAGE

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PURCHASE MONEY MORTGAGE

THIS INDENTURE is being executed by and between the following-described Borrower, as Mortgagor, and Lender, as Mortgagee. The terms used herein shall have the meanings ascribed to them as follows, unless the context requires a different meaning:

Borrower: The First Baptist Church of Pelham, an Alabama non-profit corporation.

Borrower's Notice Address: 3174 Church Street, Pelham, Alabama 35124.

Lender: First Alabama Bank, Shelby County, an Alabama banking corporation.

Lender's Notice Address: Post Office Box 216, Pelham, Alabama 35124.

Loan: that certain loan made by Lender to Borrower this date in an amount equal to the Loan Amount.

Loan Amount: \$1,200,000.

Loan Documents: This Mortgage, the Note, and all other documents and instruments which evidence or secure the Note or which are related thereto, now or hereafter given by or on behalf of Borrower to Lender.

Note: that certain Promissory Note of even date herewith made by Borrower, to Lender in the amount of the Loan, to evidence the Loan and to all replacements, extensions, substitutions, and modifications to the said Promissory Note.

ARTICLE I - SECURITY INTEREST

1. **Mortgaged Property.** The Lender is making a loan to Borrower evidenced by the Note. In consideration of the Loan, to induce the Lender to make the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions or renewals of same, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, the Borrower has this day executed this Mortgage and the other Loan Documents in favor of Lender, and Borrower hereby does irrevocably grant, bargain, sell, alien, remise, release, confirm and convey to Lender, and to its successors and assigns, in fee simple, with right of entry and possession as provided below, the following described property (all of which as described in (a) through (h) below, is referred to herein as the "Mortgaged Property"):

(a) The real property (the "property") identified as Parcels I, II, and III and described in Exhibit A attached hereto, which Exhibit is incorporated into this Mortgage by reference, and all minerals, oil, gas and other hydrocarbon substances on the property, as well as all development rights, air rights, water, water rights, and water stock relating to the property, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property, 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 and in equity of the Borrower of, in and to the same, including but not limited to the other rights herein enumerated.

(b) All present and future structures, buildings, improvements, septic systems, sewage lines and equipment, appurtenances and fixtures of any kind on the property, whether now owned or hereafter acquired by Borrower, including but not limited to all apparatus, equipment and appliances used in connection with the operation or occupancy of the property, such as heating and air-conditioning systems and facilities used to provide any utility services (including sewage services), refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services on the property, including without limitation all swimming pools, tennis courts, and related facilities, and all window coverings, and pumping stations and other equipment used in connection with the existing septic system and any sewage line to be constructed on the property, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the property (the "Improvements").

(c) All appurtenances of the property and all rights of the Borrower in and to any streets, roads or public places, easements or rights of way, relating to the property, including but not limited to all rights of the Borrower to any septic system, sewer line, agreements, permits, easements, equipment, licenses, resolutions, and related rights pertaining to any sewer and septic system constructed on the property.

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(d) All of the rents, royalties, profits and income of the property, and all rights of the Borrower under all present and future leases affecting the property, including but not limited to any security deposits.

(e) All proceeds and claims arising on account of any damage to or taking of the property or any Improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the property or any Improvements.

(f) All building materials, equipment, cranes, fixtures and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of being used or useful in connection with the Improvements located or to be located on the property, whether such materials, equipment, cranes, fixtures and fittings are actually located on or adjacent to the property or not, and whether in storage or otherwise, wheresoever the same may be located. Property herein conveyed and mortgaged shall include, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, sewer lines and pumping stations and fixtures and equipment, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said Improvements.

(g) All general intangibles relating to the development or use of the property, including but not limited to all governmental permits relating to construction on the property, all names under or by which the property or any Improvements on the property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the property; and

(h) All water stock relating to the property, all shares of stock or other evidence of ownership of any part of the property that is owned by the Borrower in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the property.

2. **Indebtedness Secured.** This instrument secures the following indebtedness: (a) the payment and performance of the Borrower's indebtedness and obligations under the Note, including all future advances made by the Lender under the Note and all extensions, renewals, substitutions and modifications of and to the Note, (b) the payment and performance of the Borrower's obligations under this Mortgage and under all of the Loan Documents, (c) the payment of all sums advanced or paid out by the Lender under any provision of this Mortgage or the other Loan Documents or to protect the security of this Mortgage, (d) the payment of the principal and interest on any future loans or advances ("Future Advances") made by the Lender to the Borrower (or any successor in interest to the Borrower as the owner of all or any part of the Mortgaged Property) shall be secured by this mortgage when the promissory note evidencing the loan or advance specifically states that it is secured by the Mortgage, including all

extensions, renewals and modifications of any Future Advances, and (e) the payment and performance of the Borrower's obligations under all other present and future agreements executed by the Borrower in favor of the Lender and relating to the Note or any one or more of the Loan Documents; and the payment of any and all other indebtedness owing by the Borrower to the Lender.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender and to its successors and assigns forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender 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 Borrower, and shall pay all other indebtedness due from Borrower to Lender, and shall keep, perform and observe all and singular the covenants and promises in the Note, this Mortgage, and in all of the Loan Documents, and any renewal, extension or modification thereof, expressed to be kept, performed, and observed by and on the part of the Borrower, 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.

ARTICLE II - COVENANTS OF BORROWER

IN ADDITION to covenants contained elsewhere herein, the Borrower covenants and agrees with the Lender as follows:

3. **Payment and Performance.** To pay and perform all indebtedness and obligations that are secured by this Mortgage and the Loan Documents in accordance with the terms thereof.
4. **Loan Documentation/Further Assurances.** Borrower covenants and represents that all of the Loan Documents have been duly executed and delivered and are valid and enforceable obligations of Borrower in accordance with the terms thereof. Borrower agrees to execute and deliver to the Lender on demand and at Borrower's cost and expense any documents, further required mortgages, and instruments of further assurance required or desired by Lender to effectuate, complete, enlarge, or perfect, or to continue and preserve (a) the obligations of the Borrower under the Note, this Mortgage, all of the Loan Documents, and (b) the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Borrower. Upon any failure of Borrower to do so, Lender may execute and record any such instruments for and in the name of Borrower and Borrower irrevocably appoints Lender the agent and the attorney-in-fact of Borrower to do so. The lien hereof will automatically attach, without further act, to all after-acquired property attached to and/or used in the operation of the Mortgaged Property.
5. **Prohibited Transfers.** The Borrower may, at any time, sell Parcel III without the prior written consent of the Lender and without incurring any additional obligation to the Lender;

provided, however, that not less than half of the proceeds of the said sale shall be paid to the Lender to be applied to the indebtedness secured by this Mortgage. The Borrower shall not, without the prior written consent of the Lender, otherwise encumber any interest in the Mortgaged Property, or sell, contract to sell, lease with an option to purchase, or otherwise transfer any interest in the Mortgaged Property, and the Lender shall not be obligated to consent to any such encumbrance, sale, contract, lease, or other transfer [all said encumbrances, sales, contracts, leases, and other transfers described above being collectively referred to as a "Prohibited Transfer"], and Lender's consent may be withheld regardless of whether any Prohibited Transfer may or may not impair Lender's security or whether or not it may or may not be reasonable (commercially or otherwise) for Lender to consent to any Prohibited Transfer. Without limiting the foregoing, Lender's consent may, if given in Lender's sole unfettered discretion, be conditioned upon (by way of illustration only and not being limited to): an increase in the interest rate, an approval of the credit of any such grantee, vendee, optionee, or transferee, a management contract acceptable to Lender with a manager acceptable to Lender, an assignment to Lender of any security given to Borrower in connection with the transaction, including, without limitation, any purchase money second mortgage, and/or a change in any of the other terms and conditions of this Mortgage or in any of the Loan Documents. Any Prohibited Transfer made without the consent of Lender shall be void.

6. **Maintenance of Property/Zoning.** Borrower will not commit any waste on the Mortgaged Property or take any actions that might invalidate any insurance carried on the Mortgaged Property. Borrower will maintain the Mortgaged Property and all Improvements thereon in good condition and repair. No Improvements may be removed, demolished or materially altered without the prior written consent of Lender. Without the prior written consent of Lender, Borrower will not seek, make or consent to any change in the zoning or conditions of use of the Mortgaged Property. Borrower will comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Mortgaged Property. Borrower will comply with all existing and future requirements of all governmental authorities having jurisdiction over the Mortgaged Property.

7. **Actions or Proceedings.** Borrower will, at its own expense, appear in and defend any action or proceeding that might affect Lender's security or the rights or powers of the Lender or that purports to affect any of the Mortgaged Property. If the Borrower fails to perform any of its covenants or agreements contained in this Mortgage, or if any action or proceeding of any kind (including but not limited to any bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceeding) is commenced which might affect the Lender's interest in the Mortgaged Property or the Lender's right to enforce its security, then the Lender may, at its option, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce this Mortgage or to remedy the failure of Borrower to perform its covenants (without, however, waiving any default of the Borrower). Borrower agrees to pay all reasonable expenses of the Lender thus incurred (including but not limited to fees and disbursements of counsel). Any sums disbursed by the Lender will be additional indebtedness of the Borrower secured by this Mortgage, will bear interest at the After-Maturity Rate required by the Note, and will be payable by the Borrower upon demand. This paragraph will not be construed to require Lender to incur any expenses, make any appearances, or take any actions.

8. **Title.** The Borrower covenants that it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, except that the Mortgaged Property is subject to certain easements, rights of way, and other restrictions, all of which are reflected in the surveys attached as Exhibit B hereto, and Parcel III is subject to a prior deed of trust granted to AmSouth Bank N.A., which deed of trust secures an indebtedness the current principal balance of which is approximately \$358,000, which deed of trust is attached as Exhibit C hereto; and that Borrower shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the claims of all persons whomsoever.

9. **Costs.** The Borrower will pay or reimburse the Lender for all attorneys' fees, costs and expenses incurred by the Lender in connection with the closing of this loan (whether or not collected at closing and including without limitation all title, recording, survey, and legal fees and expenses), in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is involved or is made a party, or appears as party plaintiff or defendant, affecting the Note, Mortgage, and Loan Documents, Borrower or Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, or any action to protect the security hereof and in any situation in which the Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved; and any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Mortgage.

ARTICLE III - HAZARDOUS MATERIALS

10. **Definitions.** For purposes of this Article, the following terms shall have the following meanings:

(a) "Hazardous Material" means and includes any hazardous, toxic, or dangerous waste, substance, or material as defined in any Applicable Laws.

(b) "Applicable Laws" means and includes any law relating to environmental conditions and industrial hygiene, including without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 - 9657, the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 741 *et seq.*, the Clean Water Act, 33 U.S.C. § 7401, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 - 2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f - 300j, and all similar federal, state and local environmental statutes, ordinances, and the regulations, orders, and decrees now or hereafter promulgated thereunder.

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11. **Covenants, Representations and Warranties.** The Borrower covenants, represents, and warrants as follows: (a) that to the best actual knowledge of the Borrower, no Hazardous Material (as defined below) has been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on, under or from the Mortgaged Property; (b) that no Hazardous Material shall be installed, used, incorporated into, or disposed of or permitted to be installed, used, or incorporated into, or disposed of on or under the Mortgaged Property; (c) that to the best actual knowledge of the Borrower, no underground storage tanks are located on or under the Mortgaged Property or were located on or under the Mortgaged Property and subsequently removed or filled; (d) that to the best actual knowledge of the Borrower, the Mortgaged Property, the operations on the Mortgaged Property, and the Borrower are in compliance with all Applicable Laws (as defined below); (e) that to the best actual knowledge of the Borrower, no investigation, administrative or court order, consent order, litigation, or settlement with respect to Hazardous Material is proposed, threatened, anticipated, or in existence with respect to the Mortgaged Property or the Borrower; and (f) no notice has been served on the Borrower from any entity, governmental body, or individual claiming any violation of any Applicable Laws, or requiring compliance with any Applicable Laws, or demanding payment or contribution for environmental damage or injury.

12. **Compliance With Law.** The Borrower shall comply with all Applicable Laws relating to Hazardous Material which are applicable to the Mortgaged Property, the Borrower, or any other property owned or operated by Borrower. Borrower shall forward a copy of any notice respecting a violation of or compliance with Applicable Laws to Lender within three days of receipt. Borrower shall not permit any liens to be placed on the Mortgaged Property pursuant to any Applicable Laws relating to Hazardous Material.

13. **Additional Collateral.** In the event of a default under any of the provisions of this Article, including the falsity of any covenant, representation or warranty made herein, Lender may elect to, at its option, either demand and receive additional collateral satisfactory to Lender securing repayment of the Note or pursue all of its rights and remedies stated in this Mortgage for a default.

14. **Indemnity.** Borrower agrees to defend, indemnify, and hold harmless Lender, its directors, officers, employees, and agents (collectively referred to in this paragraph as "Lender") from and against any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, penalties, costs and expenses of any kind whatsoever (including attorney's fees), which arise in connection with the Mortgaged Property and (a) which arise out of the actual, alleged, or threatened discharge, dispersal, release, presence, storage, use, treatment, generation, disposal, or escape of Hazardous Material on, under, or from the Mortgaged Property, or (b) which arise under any Applicable Laws. This indemnification shall survive the closing of the Loan, payment of the Loan, and the exercise of any right or remedy under the Loan Documents. Borrower shall bear, pay, and discharge any and all such judgments or orders for damages, penalties, or otherwise described herein, shall hold Lender harmless from such judgments or orders, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any entities, persons, or governmental bodies arising out of any of the

occurrences set forth in this Article. If Lender shall be required to pay any sums described in this Article, then Borrower shall immediately pay to Lender all such sums advanced by Lender.

15. **Personal Liability.** Notwithstanding any other provision contained herein or in the Note secured hereby, Borrower agrees that Borrower shall be personally liable (a) for the full amount of the Loan together with all such amounts arising under the Borrower's obligation to indemnify set forth herein, and (b) if any covenant, warranty or representation made herein is false or breached.

ARTICLE IV - DEFAULT AND REMEDIES

16. **Events of Default.** The Borrower will be in default under the terms of this Mortgage if: (a) the Borrower fails to make any payment required, or fails to perform any covenant or agreement contained in any of the Loan Documents; or (b) the Borrower files a petition in bankruptcy or for an arrangement, reorganization or any other form of debtor-relief under any present or future law relating to bankruptcy or debtor-relief, or such a petition is filed against the Borrower and the Borrower does not oppose that filing or the petition is not dismissed within sixty (60) days after filing, or Borrower makes an assignment for the benefit of its creditors; or (c) there has occurred a breach of, or default under, or failure of, any term, covenant, agreement, condition, provision, representation, or warranty contained in any Loan Document or under any agreement which guarantees any part of the indebtedness or obligations secured by this Mortgage; or (d) any representation or disclosure made to the Lender by the Borrower proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in any of the Loan Documents, or in the loan application; or (e) any other event occurs which, under any Loan Document, constitutes a default by the Borrower or gives the Lender the right to accelerate the maturity of any part of the indebtedness secured by this Mortgage.

17. **Notice of Default and Right to Cure.** Notwithstanding the foregoing, the Borrower shall not be in default unless: (a) for any monetary default, the default continues for ten (10) days after written notice thereof has been provided to the Borrower as provided below, and (b) for any non-monetary default, the default continues for thirty (30) days after written notice has been provided to the Borrower as provided below; provided, however, that if the Borrower has taken action to cure the default within the said 30-day period but is unable to cure the default within such period, then the Borrower may take as long as is reasonably necessary to cure the said default.

18. **Remedies.** If the Borrower is in default, the Lender may, at its continuing option, and without notice to or demand upon the Borrower: (a) declare any or all indebtedness secured by this Mortgage to be due and payable immediately; (b) enter onto the Mortgaged Property, in person or by agent or by court-appointed receiver, and take any and all steps which may be desirable in the Lender's judgment to manage and operate the Mortgaged Property, and the Lender may apply any rents, royalties, income or profits collected against the indebtedness secured by this Mortgage without in any way curing or waiving any default to the Borrower; (c)

bring a court action at law or in equity to foreclose this Mortgage or to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Lender's right to institute or maintain the other, provided that Lender shall have only one payment and satisfaction of the indebtedness; (d) cause any or all of the Mortgaged Property to be sold under the power of sale granted by this Mortgage in any manner permitted by applicable law; (e) exercise any other right or remedy available under law or in equity; (f) sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Court House door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale, the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion.

19. Proceeds. The proceeds of any sale under this Mortgage will be applied in the following manner:

(a) **FIRST:** Payment of the costs and expenses of the sale, including but not limited to Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

(b) **SECOND:** Payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the rate provided under the Note.

(c) **THIRD:** Payment of the indebtedness and obligations of the Borrower secured by this Mortgage in any order that the Lender chooses.

(d) **FOURTH:** The remainder, if any, to the person or persons appearing of record to be the owner of the premises at the time of such sale.

20. Waiver. Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage, and also any right to have any of the Mortgaged Property marshalled upon any sale. Lender may in its discretion sell all the personal and real property together or in parts, in one or more sales, and in any sequence Lender selects.

21. Remedies Cumulative. All remedies contained in this Mortgage are cumulative, and the Lender also has all other remedies provided by law or in any other agreement between the Borrower and the Lender. No delay or failure by the Lender to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default

by the Borrower. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

22. **Costs.** Borrower will pay all of the Lender's expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed, including but not limited to legal fees and disbursements, foreclosure costs and title charges.

ARTICLE IV - GENERAL PROVISIONS

23. **Partial Invalidity.** The invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect any other provision.

24. **Taxes, Utilities and Liens.** The Borrower will pay promptly, when and as due, and will promptly exhibit to the Lender receipts for the payment of: (a) all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Borrower or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority or equality with the Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof, (b) all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities, and (c) any mechanics', laborers', statutory or other lien which might or could be prior to or equal to the lien of the Mortgage to be created or to remain outstanding upon any of the Mortgaged Property. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the Lender with respect to the Loan, the entire balance of the principal sum secured by the Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

25. **Insurance.** The Borrower will procure for, deliver to, and maintain for the benefit of, the Lender during the life of this Mortgage, insurance policies, in such amounts as the Lender shall require, but in no event less than the greater of (a) the aggregate amount of the Note or (b) the full replacement cost of the Mortgaged Property, and with no more than \$1,000 deductible from the loss payable for any casualty, insuring the Mortgaged Property against fire, extended coverage, flood, liability, vandalism and malicious mischief, tornado, collapse, and such other insurable hazards, casualties and contingencies as the Lender may reasonably require. If the property is located in a flood hazard area, flood insurance in an amount acceptable to Lender shall also be provided by Borrower. The policies shall include without being limited to, a "Replacement Cost Endorsement," a "Difference in Conditions" endorsement, boiler and

machinery insurance covering pressure vessels, sewage treatment facilities, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator equipment, and insurance against loss of occupancy or use arising from any such breakdown. The form of such policies and the companies issuing them shall be acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Borrower shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Borrower in and to all insurance policies then in force shall pass to the purchaser or grantee. The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses, directly to the Lender, instead of to the Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements, or as a credit on any portion of the mortgage indebtedness selected by it, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be paid over to the Borrower to be used to repair such buildings or to build new buildings in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place. Lender shall not be held responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

26. Condemnation. If all or any part of the Mortgaged Property in excess of fifteen percent (15%) of the real property or ten percent (10%) of the total square feet of buildings constructed on the real property, shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceedings relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, who, after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

27. Care of the Property. The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the

Mortgaged Property or any part thereof. Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances, subject to the lien hereof, which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$5,000.00) for any single transaction, or a total of Fifteen Thousand Dollars (\$15,000.00) in any one year, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures, or appurtenances not necessarily of the same character, but of at least equal value to the Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage. If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Borrower will give immediate written notice of the same to the Lender. The Lender is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours. The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

28. Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage or under any prior lien or junior lien or in any lease, then the Lender, at its option, may perform or observe the same, and all payments made for costs paid or incurred by the Lender in connection therewith, shall be secured hereby and shall be, without demand, immediately repaid by the Borrower to the Lender with interest thereon at the After-Maturity Rate set forth in the Note. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

29. Estoppel Affidavits. The Borrower within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest, specifying the nature of the same.

30. Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event Lender's attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose the Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the

failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

31. **Waivers.** Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby. Borrower further waives, to the extent permitted by any law (now or at any future time enacted) in the state where the property is located, any rights of redemption, appraisement, valuation, stay, or extension.

32. **Delay or Omission No Waiver.** No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing 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; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

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33. **No Waiver of One Default to Affect Another, etc.** 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. If the Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Note; (d) releases any part of the Mortgaged Property from the lien of this Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (e) consents to the filing of any map, plat or replat thereof; (f) consents to the granting of any easement thereon; (g) makes or consents to any agreement subordinating the lien or change hereof; or (h) enters into any agreement with the Borrower or any limited or general partner, trustee or shareholder thereof or any one or more of them changing any term of the Note or documents relating to the Loan or releasing any such partner, trustee or shareholder of Borrower or any security or respecting any matter whatsoever, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Note, this Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or entity is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

34. **Notices.** All notices given under this Mortgage and the Loan Documents (unless otherwise expressly provided therein) must be in writing and will be effectively served upon personal delivery, or by overnight courier service with guaranteed next day delivery or by mailing in certified United States Mail, postage prepaid, sent to the Lender at Lender's Notice Address and sent to the Borrower at Borrower's Notice Address, or to such other address as either Borrower or Lender shall have designated by written notice to the other sent in accordance herewith. Such notices shall be deemed given in the case of personal delivery, when received; in case of delivery by courier service with guaranteed next day delivery, said notice shall be deemed given on the next day or the day designated for delivery, and in case of delivery by certified United States Mail, said notice shall be deemed given two (2) business days after deposit therein. No notice to or demand on Borrower in any case shall of itself entitle Borrower to any other or further notice or demand in similar or other circumstances.

35. **Entries.** The Lender and its respective agents and representatives, will have the right at any reasonable time to enter the Property and inspect all parts thereof. The Lender is under no duty to supervise or inspect the Mortgaged Property, or operation of the Mortgaged Property. Any inspection or examination by the Lender is for the sole purpose of protecting the Lender's security and preserving the Lender's rights under this Agreement. No default of the Borrower will be waived by any inspection by the Lender.

36. **Status and Authority.** The Borrower warrants (a) that it is duly organized and validly existing, in good standing under the laws of the state where the property is located, (b) that it is duly qualified to do business and is in good standing in said state, (c) that it has the power, authority and legal right to carry on the business now being conducted by it and to engage in the transactions contemplated by the Loan Documents and (c) that the execution and delivery of the Loan Documents and the performance and observance of the provisions thereof have been duly authorized by all necessary actions of the Borrower. The Borrower further agrees that so long as any of its obligations hereunder, or under the Loan Documents remain unsatisfied, it will not make any changes in its structure of Borrower or dissolve or liquidate (in whole or in part) its existence, that it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge with any other entity without the prior express written consent of the Lender.

37. **Miscellaneous/Actions By Lender.** The term "Borrower" includes both the original Borrower and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender, and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender. The headings of the articles of this Mortgage are for convenience only and do not limit its provisions.

38. **Successors.** The terms of this Mortgage will bind and benefit the heirs, legal representatives, successors and assigns of the Borrower and the Lender.

IN WITNESS WHEREOF, Borrower has executed this instrument under seal on this the 31 day of May, 1991.

"BORROWER:"

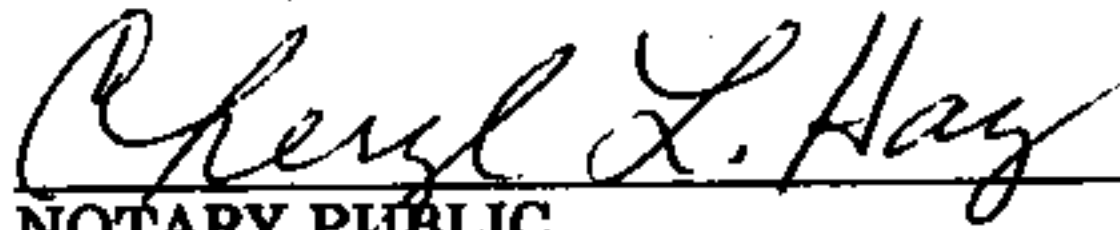
THE FIRST BAPTIST CHURCH OF PELHAM

 [SEAL]
Willie Mae Dennis, Chairperson
Board of Trustees

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Willie Mae Dennis**, whose name as Chairperson of the Board of Trustees of The First Baptist Church of Pelham, an Alabama non-profit 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 the said instrument, she executed the same voluntarily as said Chairperson of the Board of Trustees on the day the same bears date, after having been duly authorized to do so for and as the act of the said corporation.

Given under my hand and official seal on this the 31 day of May, 1991.


NOTARY PUBLIC

My Commission Expires: 4-17-93

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ATTEST:

By: Joe Hodges [SEAL]
Joe Hodges, Secretary, Board of Trustees

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Joe Hodges**, whose name as Secretary of the Board of Trustees of The First Baptist Church of Pelham, an Alabama non-profit 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 the said instrument, he executed the same voluntarily as said Secretary of the Board of Trustees on the day the same bears date, after having been duly authorized to do so for and as the act of the said corporation.

Given under my hand and official seal on this the 31, day of May, 1991.

Cheryl L. Hay
NOTARY PUBLIC
My Commission Expires: 4-17-93

Borrower's Federal Tax Identification Number: 63-0861157
Borrower's Alabama Tax Identification Number: 190585

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EXHIBIT A

Parcel I

Beginning at the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence South 0 deg. 46 min. 49 sec. East along the East line of the NE 1/4 of the NW 1/4 of said Section 13 a distance of 669.48 feet to a point; thence run North 88 deg. 23 min. 46 sec. West a distance of 605.09 feet to a point; thence run North 1 deg. 36 min. 14 sec. East a distance of 174.80 feet to a point; thence run North 62 deg. 54 min. 15 sec. West a distance of 531.35 feet to a point on the Easterly right of way line of U. S. Highway No. 31; thence run North 27 deg. 05 min. 45 sec. East along said right of way line a distance of 58.01 feet to a point; thence run South 62 deg. 56 min. 22 sec. East a distance of 299.62 feet to a point; thence run North 27 deg. 29 min. 26 sec. East a distance of 228.73 feet to a point; thence run North 62 deg. 42 min. 40 sec. West a distance of 140.00 feet to a point; thence run South 27 deg. 26 min. 18 sec. West a distance of 199.28 feet to a point; thence run North 62 deg. 56 min. 22 sec. West a distance of 160.00 feet to a point on the same said Easterly right of way line of Highway No. 31; thence run North 27 deg. 05 min. 45 sec. East along said right of way line a distance of 954.59 feet to a point; thence run South 60 deg. 14 min. 01 sec. East a distance of 510.68 feet to a point; thence run North 51 deg. 50 min. 42 sec. East a distance of 37.21 feet to a point; thence run South 62 deg. 54 min. 15 sec. East a distance of 123.77 feet to a point on the East line of the SE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West; thence run South 0 deg. 52 min. 40 sec. East along said 1/4 1/4 line a distance of 405.62 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

Commence at the Northeast corner of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence South 0 deg. 46 min. 49 sec. East along the East line of the NE 1/4 of the NW 1/4 of said Section 13 a distance of 669.48 feet to a point; thence run North 88 deg. 23 min. 46 sec. West a distance of 605.09 feet to a point; thence run North 1 deg. 36 min. 14 sec. East a distance of 174.80 feet to a point; thence run North 62 deg. 54 min. 15 sec. West a distance of 531.35 feet to a point on the Easterly right of way line of U. S. Highway No. 31; thence run North 27 deg. 05 min. 45 sec. East along said right of way line a distance of 58.01 feet to the point of beginning of the property, Parcel No. II, being described; thence run South 62 deg. 56 min. 22 sec. East a distance of 299.62 feet to a point; thence run North 27 deg. 29 min. 26 sec. East a distance of 228.73 feet to a point; thence run North 62 deg. 42 min. 40 sec. West a distance of 140.00 feet to a point; thence run South 27 deg. 26 min. 18 sec. West a distance of 199.28 feet to a point; thence run North 62 deg. 56 min. 22 sec. West a distance of 160.00 feet to a point on the same said right of way line of same said Highway No. 31; thence run South 27 deg. 05 min. 45 sec. West a distance of 30.0 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel III

Commence at the Northwest corner of Section 24, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence Easterly along the North line of said Section 24 a distance of 500.00 feet to a point; thence turn a deflection angle of 62 deg. 21 min. to the right and run a distance of 248.40 feet to a point; thence turn a deflection angle of 16 deg. 32 min. 31 sec. to the right and run a distance of 33.65 feet to a steel pin corner under asphalt pavement and the point of beginning of the property being described; thence turn a deflection angle of 0 deg. 53 min. 15 sec. to the right and run Southerly along the North line of Church Street a distance of 507.40 feet to a steel pin corner at the Northeast corner of the intersection of Church Street and Shelby County Highway No. 52; thence turn a deflection angle of 87 deg. 39 min. 00 sec. to the right and run Westerly along the North margin of said Shelby County Highway No. 52 a distance of 225.62 feet to a steel railroad spike set in the asphalt of an entrance drive into the parking lot of subject property; thence turn a deflection angle of 82 deg. 26 min. 10 sec. to the right and run North-Northwesterly a distance of 116.34 feet to a steel corner; thence turn a deflection angle of 19 deg. 41 min. 43 sec. to the left and run Northwesterly a distance of 238.95 feet to a steel pin corner; thence turn a deflection angle of 91 deg. 29 min. 03 sec. to the right and run Northeasterly a distance of 79.96 feet to a steel pin corner; thence turn a deflection angle of 88 deg. 45 min. 00 sec. right and run Southeasterly a distance of 238.09 feet to a steel pin corner in the asphalt pavement of a parking lot; thence turn a deflection angle of 89 deg. 21 min. 20 sec. left and run Northeasterly a distance of 103.83 feet to a steel pin corner; thence turn a deflection angle of 90 deg. 38 min. 40 sec. left and run Northwesterly a distance of 236.99 feet to a steel pin corner; thence turn a deflection angle of 91 deg. 15 min. 00 sec. to the right and run Northeasterly a distance of 228.38 feet to the point of beginning; being situated in Shelby County, Alabama.

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STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUN -4 AM 8:32

Thomas H. [Signature]
JUDGE OF PROBATE

1. Dead Tax	—	—
2. Mfg. Tax	—	1800.00
3. Recording Fee	—	450.00
4. Indexing	—	300.00
5. No Tax Fee	—	—
6. Certified Fee	—	100.00
Total	—	2725.00

