

Prepared by: K. W. Ash, an employee of Ashville Savings Bank, P. O. Box 150, Odenville, AL 35120
\$ 105,000.00 Odenville, ALA., 4/25, 19 94
On 10/22/94 after date, without grace, WE, Trustees of the Vandiver Church of God, Vandiver, AL
to the order of ASHVILLE SAVINGS BANK, ASHVILLE, ALA.
One Hundred Five Thousand and No/100----- Dollars, for value received,
with 7.50 % interest from date (4/25/94) until paid.

Payable at Ashville, Alabama @ \$ _____ per _____ beginning _____

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt any funds in said Bank belonging to the maker, surety, endorser, guarantor, or any one of them.

VANDIVER CHURCH OF GOD TRUSTEES:

BY: Richard C. Howard Trustee (L.S.)

BY: Bob Dyer Trustee (L.S.)

BY: Charles Whitfield Trustee (L.S.)

Attest: _____

(L.S.)

THE STATE OF ALABAMA, COUNTY OF ST. CLAIR.

KNOW ALL MEN BY THESE PRESENTS: This mortgage, executed by Trustees of the Vandiver Church of God, Vandiver, Alabama

party of the first part to ASHVILLE SAVINGS BANK, ASHVILLE, ALA.

party of the second part, Witnesseth: That the party of the first part is indebted to the party of the second part in the sum of _____

One Hundred Five Thousand and No/100----- Dollars, which is evidenced by promissory note of even date, and being desirous of securing the payment of the same and any other indebtedness, the party of the first part hereby grants, bargains, sells, and conveys to the party of the second part the following described real estate and personal property:

Commence at the Southwest corner of the SW 1/4 of the NE 1/4 of Section 12, Township 18 South, Range 1 East; thence run North along the West boundary line of said 1/4-1/4 section for 127 feet more or less to the North right of way line of Shelby County Highway No. 43 for the point of beginning; thence continue along last said course for 132.92 feet; thence turn an angle of 89 deg. 59 min. 11 sec. to the right and run 139.59 feet; thence turn an angle of 89 deg. 26. min. 42 sec. to the right and run 150.70 feet; thence turn an angle of 89 deg. 44 min. 41 sec. to the left and run 69.89 feet; thence turn an angle of 90 deg. 26 min. 58 sec. to the right and run 85.26 feet to the North right of way line of Shelby County Highway No. 43; thence turn an angle of 90 deg. 34 min. 52 sec. to the right and run 209.80 feet to the point of beginning; being situated in Shelby County, Alabama.

THIS IS A FUTURE ADVANCE MORTGAGE, SEE REAL ESTATE MORTGAGE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

04/27/1994-13709
10:30 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
Shelby County, Alabama. 171.00

all of said property being situated in the County of Shelby

To have and to hold to the party of the second part, its heirs, successors, and assigns forever. The party of the first part covenants with the party of the second part that said property is free from incumbrance, and that he has a good right to convey the same; that this mortgage shall stand as security for the principal debt as above set out, and for any other debt due or advances received by the party of the first part from the party of the second part. And any payments made by the party of the first part shall be first applied to paying the indebtedness other than described in the note above described.

If default is made in the payment of said note, or in the payment of any other indebtedness owing by the party of the first part to the party of the second part, or if the party of the first part should abandon or sell or dispose of any of said property, or part with the possession of it, or if it becomes necessary to secure the collection of the above or any other debt due the party of the second part, the debt hereby secured shall become due and payable, and the party of the second part, its successors or assigns, by any agent it may select, is hereby authorized, without process of law, to take possession of any or all of said property, and to sell the same or any part thereof for cash at public or

private sale, without delay, or at public outcry for cash to the highest bidder in front of Courthouse at Columbiana, AL after advertising the same in a county newspaper for three consecutive weeks, and such sale may be made before taking possession of said property. And the party of the first part agrees to pay all the cost of taking possession of said property, of caring for or feeding the same, and the cost of making said sale, including a reasonable attorney's fee. The party of the second part may buy any of said property at such sale, and its agent, attorney, or auctioneer making the same is hereby authorized to make title to the purchaser. The party of the second part is hereby authorized and empowered, in its own name, to sue for and recover any rents, advances, or money due party of the first part by any tenant in said County.

The proceeds of said sale shall be applied, first, to the payment of all expenses of seizing, caring for, and selling said property, including a reasonable attorney's fee; second, to the payment of the debt due the party of the second part, and the balance to be paid to the party of the first part.

Witness the following signatures and seals this 25th day of April, 19 94

TRUSTEES OF VANDIVER CHURCH OF GOD

BY: Richard C. Howard Trustee (L.S.)

BY: Bob Dyer Trustee (L.S.)

BY: Charles Whitfield Trustee (L.S.)

Attest: _____

(L.S.)

Inst # 1994-13709

REAL ESTATE MORTGAGE ADDENDUM

Whereas, Mortgagor may hereafter become further indebted to Mortgagee as may be evidenced by promissory note(s) or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtedness(es) of Mortgagor to Mortgagee, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagor to Mortgagee, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

Signed for identification this 25th day of April, 1994
as an ADDENDUM to real estate mortgage executed of even date herewith by the undersigned.

TRUSTEES OF THE VANDER CHURCH OF GOD, VANDIVER, ALABAMA

BY: Richard C. Howard TRUSTEE
MORTGAGOR Richard C. Howard

BY: Bob Dyer TRUSTEE
MORTGAGOR Bob Dyer

BY: Charlie Whitfield TRUSTEE
MORTGAGOR Charlie Whitfield

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