

This instrument was prepared by

Harrison, Conwill, Harrison & Justice

P. O. Box 557
Columbiana, Alabama 35051

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Elliottsville Cumberland Presbyterian Church, Inc.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

The Board of Finance, Foundation and Management of the Cumberland Presbyterian Church, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum of Eighty-Five Thousand and no/100-----Dollars (\$ 85,000.00), evidenced by one promissory of even date, executed simultaneously herewith.

Inst # 1994-33265

11/07/1994-33265
03:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 139.50

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Elliottsville Cumberland Presbyterian Church, Inc.

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to wit:

Parcel B:

A parcel of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 315.0 feet; thence 89 deg. 39 min. 43 sec. left in a Westerly direction a distance of 368.61 feet to the point of beginning; thence continue along last described course a distance of 277.37 feet to a point on the East right-of-way line of Alabama Highway 119, said point being on a curve to the right, said curve having a radius of 2858.89 feet and a central angle of 9 deg. 06 min. 12 sec.; thence 89 deg. 48 min. 18 sec. right, measured to tangent of said curve; thence in a Northerly direction along arc of said curve, and said right-of-way, a distance of 454.23 feet to end of said curve; thence 90 deg. 08 min. 43 sec. right, measured from tangent of said curve, in a Southeasterly direction a distance of 209.73 feet; thence 86 deg. 19 min. 50 sec. right, in a Southwesterly direction a distance of 301.02 feet; thence 106 deg. 25 min. 07 sec. left in a Northeasterly direction a distance of 77.73 feet; thence 106 deg. 12 min. 47 sec. right, in a Southwesterly direction a distance of 135.16 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying in a public road.
ALSO, LESS AND EXCEPT any part of subject property being a part of Redman's Lodge Cemetary.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage in subject to foreclosure as now provided by law in case of past due mortgages, and said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Elliottsville Cumberland Presbyterian Church, Inc.

have hereunto set our signatures and seal, this 4th day of November, 1994
ELLIOTTSVILLE CUMBERLAND PRESBYTERIAN CHURCH, INC. (SEAL)
BY: Nina Kent (SEAL) As Trustee
BY: Dan Gillis (SEAL) As Trustee
BY: Duckie Prestridge (SEAL) As Trustee

THE STATE of Alabama }
COUNTY }

I, Patricia J. Yancy, a Notary Public in and for said County, in said State, hereby certify that Nina Kent, Dan Gillis, Duckie Prestridge

whose name(s) signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 6th day of November, 1994

Notary Public.

THE STATE of ALABAMA }
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Nina Kent, Dan Gillis and Duckie Prestridge

whose name as Trustees of Elliottsville Cumberland Presbyterian Church, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the 4th day of November, 1994

Patricia J. Yancy, Notary Public

TO

MORTGAGE DEED

Inst # 1994-33265

11/07/1994-33265
03:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 139.50

Recording Fee \$
Deed Tax \$

This form furnished by
HARRISON, CONWILL, HARRISON
& JUSTICE
P. O. Box 557
Columbiana, Alabama 35051