

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

REAL ESTATE SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, RIVERSIDE BAPTIST CHURCH, hereinafter called "Mortgagor", is justly indebted to The Baptist Foundation of Alabama, hereinafter called "Mortgagee", in the principal sum of One Hundred Eighty-one Thousand Two Hundred Sixty and 00/100 Dollars (\$181,260.00), with interest thereon at the rate of eight percent (8%) per annum as evidenced by a promissory note bearing even date herewith and payable as follows, to-wit: Payments in the amount of \$1,724.00 payable in monthly installments due on the 1st day of each month for 60 months, beginning on March 1, 1998, with a balloon payment at the end of 60 months in the amount of \$143,375.33 (Amortization is over 15 year period, however).

NOW, in order to secure the prompt payment of said note, when due, by the said Mortgagor, Riverside Baptist Church, for and in consideration of the premises, and the sum of Five Dollars to Mortgagor this day in hand paid by the said Mortgagee, The Baptist Foundation of Alabama, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Mortgagee, The Baptist Foundation of Alabama, the following described real estate, lying and being situated in Shelby County, State of Alabama, to wit:

A parcel of land and improvements thereon in the SW 1/4 of the NE 1/4 of Section 19, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the NW corner of the SW 1/4 of the NE 1/4 of Section 19, Township 20 South, Range 3 West, run thence East along the North boundary of said SW 1/4 of NE 1/4 a distance of 208.44 feet to a point on the Northeasterly boundary of County Highway No. 52 (80' R.O.W.), being the point of beginning of herein described parcel of land, thence continue along said course a distance of 1103.69 feet to the NE corner of aforementioned SW 1/4 of NE 1/4, thence turn 90 deg. 21 min. 43 sec. right and run 1035.21 feet along the East boundary of said SW 1/4 of NE 1/4 to a point on the Northerly boundary of aforementioned County Highway No. 52, thence turn 103 deg. 44 min. 34 sec. right and run 62.39 feet along said Highway boundary and the following courses: 03 deg. 21 min. 31 sec. right for 93.55 feet; 05 deg. 19 min. 41 sec. right for 110.23 feet; 06 deg. 30 min. 25 sec. right for 94.52 feet; 04 deg. 45 min. 50 sec. right for 102.63 feet; 06 deg. 11 min. 06 sec. right for 196.33 feet; 06 deg. 06 min. 32 sec. right for 100.84 feet; 04 deg. 44 min. 23 sec. right for 101.24 feet; 02 deg. 41 min. 52 sec. right for 110.66 feet to a concrete Highway R.O.W. monument; thence turn 01 deg. 34 min. 04 sec. right and continue along said Highway boundary a distance of 580.47 feet to the point of beginning of herein described parcel of land, being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD, the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, The Baptist Foundation of Alabama, its successors and assigns forever.

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And also, the said Mortgagor, Riverside Baptist Church does hereby covenant with the said Mortgagee, The Baptist Foundation of Alabama, its successors and assigns, that Mortgagor is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances, except as stated and that Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If Mortgagor shall well and truly pay, or cause to be paid, the said note, and each and every installment thereof, and interest thereon, when due, then this conveyance shall become null and void. But should Mortgagor fail to pay said note, or any installment thereof with interest thereon, at its maturity, then all of said indebtedness shall become due and payable at once, whereupon the said Mortgagee, The Baptist Foundation of Alabama, its successors, assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash, at high noon on the steps of the Shelby County Courthouse in the City of Columbiana, Alabama, first having given notice thereof for three weeks by publication once a week for three successive weeks in any newspaper then published in said County of Shelby, and execute proper conveyance to the purchaser; and out of the proceeds of said sale the Mortgagee shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and any sums advanced by Mortgagee for delinquent taxes, assessments or insurance premiums, and the balance, if any, pay over to the Mortgagor.

In the event of such sale, the said Mortgagee, its successors, assigns, personal representatives, agents or attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the name of the Mortgagor.

And it is also agreed that in case the Mortgagee herein, its successors, assigns or personal representatives, sees fit to foreclose this mortgage in a court having jurisdiction thereof, Mortgagor will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Mortgagor further represents and declares to said Mortgagee that the titles to said real estate are in Mortgagor's own right, and that the representations herein made as to titles and encumbrances are so made with the intent and for the purpose of inducing this loan.

Mortgagor further specially waives all exemptions which Mortgagor has or to which it may be entitled under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

Mortgagor further agrees to keep said property insured in good and responsible companies for not less than \$181,260.00 plus First Mortgage amount, and have the policies payable to said Mortgagee as its interest may appear in said property, and deliver the same to Mortgagee; and should Mortgagor fail to insure said property, then it authorizes said Mortgagee to do so, and the premiums so paid by Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor herein agrees to pay all taxes and assessments, general or special, levied upon the said real estate herein conveyed before the same becomes delinquent.

And it is further understood that should the Mortgagor fail to pay said taxes and assessments, or insure the property, as herein above stipulated, the Mortgagee may pay the same, and, thereupon, declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once as hereinabove provided with respect to foreclosure of this mortgage. All taxes and assessments paid by the Mortgagee shall constitute a part of the debt secured by this mortgage. The mortgage balance and any accrued interest thereon may be paid in full at any time without penalty.

IN TESTIMONY WHEREOF, Norman Wilkins, Don Parker, Gary Johnson, and John Battles, as Trustees of Riverside Baptist Church, the said Mortgagor, have hereunto set their hands and affixed their seals, this the 25 day of January, 1998.

RIVERSIDE BAPTIST CHURCH:

ATTEST:

BY:

D. Monroe Aldridge

• Norman C. Wilkins L.S.  
Norman Wilkins, Chairman of Trustees

D. Monroe Aldridge

• Don Parker L.S.  
Don Parker, Trustee

D. Monroe Aldridge

• Gary Johnson L.S.  
Gary Johnson, Trustee

D. Monroe Aldridge

• John Battles L.S.  
John Battles, Trustee

STATE OF ALABAMA )

SHELBY COUNTY )

I, C. Warren Trussell, Jr., a Notary Public in and for said County and State, hereby certify that NORMAN WILKINS, AS A TRUSTEE OF RIVERSIDE BAPTIST CHURCH, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 25th day of January, 1998.

  
Notary Public

My Commission Expires: 3-24-99

STATE OF ALABAMA )

SHELBY COUNTY )

I, C. Warren Trussell, Jr., a Notary Public in and for said County and State, hereby certify that DON PARKER, AS A TRUSTEE OF RIVERSIDE BAPTIST CHURCH, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 25th day of January, 1998.

  
Notary Public

My Commission Expires: 3-24-99

STATE OF ALABAMA )

SHELBY COUNTY )

I, C. Warren Trussell, Jr., a Notary Public in and for said County and State, hereby certify that GARY JOHNSON, AS A TRUSTEE OF RIVERSIDE BAPTIST CHURCH, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 25th day of January, 1998.

  
Notary Public

My Commission Expires: 3-24-99

STATE OF ALABAMA )

SHELBY COUNTY )

I, C. Warren Trussell, Jr., a Notary Public in and for said County and State, hereby certify that JOHN BATTLES, AS A TRUSTEE OF RIVERSIDE BAPTIST CHURCH, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 25th day of January, 1998.

  
Notary Public

My Commission Expires: 3-24-99

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