This instrument was prepared by

(Name) Courtney Mason & Assoc. PC

(Address) PO BOX 360187
Birmingham, AL 35236-0187

MORTGAGE– LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shepherd of the Hills Lutheran Church

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Misson Investment Fund of the Evangelical Lutheran Church in America

(hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Seventeen Thousand Eight Hundred Fifty Two and no/100ths------- Dollars ($ 117,852.00), evidenced by a mortgage note.

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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, Shepherd of the Hills Lutheran Church

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:

SEE LEGAL DESCRIPTION AND ADDITIONAL MORTGAGE TERMS
ON EXHIBIT "A"

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 Mortgagees 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 be subject to foreclosure as now provided by law in case of past due mortgages, and the 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

have hereunto set signature and seal, this 6th day of June, 19 98

Shepherd of the Hills Lutheran Church (SEAL)

Elaine L. Densmore (SEAL)

BY: Secretary (SEAL)

BY Carol Butler
Com. President (SEAL)

THE STATE of

COUNTY

I, , a Notary Public in and for said County, in said State,

hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19

Notary Public.

THE STATE of Alabama

Shelby COUNTY

I, Peggy I. Murphree , a Notary Public in and for said County, in said State,

hereby certify that Elaine L. Densmore, whose name as Secretary and Carol Butler

whose name as Com. Presdient of Shepherd of the Hills Lutheran Church

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being 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 6th ~~day of~~ June 19 98

Peggy I. Murphree, Notary Public

2-20-99

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

Inst # 1998-25924

EXHIBIT "A"

Lot 76, according to the Survey of Meadowbrook Fourth Sector, as recorded in Map Book 7, page 67, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the first of December of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

At the option of the Fund, the entire unpaid balance of the principal sum, and all accrued interest, shall become due and payable immediately in the event the Congregation shall, without the written consent of the Fund (i) sell, transfer, or assign the real property and buildings (if any) which are the subject of this mortgage (herein the "Property"), or (ii) permit any mortgage or lien on the Property other than this mortgage.

The Congregation shall maintain on the Property fire insurance, with extended coverage (including vandalism and malicious mischief), for at least the full replacement cost of the Property, and naming "Mission Investment Fund of the Evangelical Lutheran Church in America" as loss payee. The form and content of such insurance shall be satisfactory evidence of such insurance.

No building on the Property shall be altered, removed or demolished without the written consent of the Fund.

The Congregation shall maintain the Property in good repair.

If the property is entitled to exemption from real property taxes, the Congregation shall maintain that exemption in effect. The Congregation shall pay all assessments, charges, and taxes, if any are applicable, upon or with respect to the Property.

The principal amount of the Note & Mortgage and any interest thereon shall become due and payable at the option of the Fund (a) after the default in payment of any installment of principal or of interest, which default continues for fifteen days, or (b) after the failure of the Congregation to comply with any other terms, conditions or covenants of the Mortgage.

Failure to comply with all requirements of this mortgage shall be deemed a default under the terms of this mortgage by the mortgage and shall allow the underlying debt to be accelerated and the initiation of foreclosure proceedings.

The principal amount secured by the Mortgage shall be the amount stated as such in the Mortgage, with interest, plus any additional sums, with interest, hereafter loaned by the Fund to the Congregation, which additional sums are evidenced by a promissory note or notes (or amendments or modifications thereto) containing a recitation that the Mortgage secures the payments thereof.

The execution of the Mortgage has been duly authorized by the Board of Trustees, Board of Directors, or other governing body of the Congregation.

The Mortgage and Note shall be deemed made under the laws of the state in which the Property is located and shall be governed and constructed by the laws of that state.

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