This instrument was prepared by

(Name) John L. Hartman, III
P. O. Box 846
(Address) Birmingham, AL 35201-0846

Inst # 1999-23378
06/03/1999-23378
12:44 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 638.50

MORTGAGE— LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

THE CHURCH AT BROOK HILLS, an Alabama nonprofit corporation

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

LWH PROPERTIES, L.L.C.

(hereinafter called "Mortgagee", whether one or more), in the sum of Four Hundred Thirty Thousand and no/100-- Dollars ($ 430,000.00), evidenced by a promissory note executed simultaneously herewith

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, THE CHURCH AT BROOK HILLS, an Alabama nonprofit corporation

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 ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO: (1) Current taxes; (2) Right of Way granted to Alabama Power Company by instrument recorded in Volume 109, page 501 and Volume 216, page 622 in the Probate Office of Shelby County, Alabama; (3) Right of way to Shelby County recorded in Volume 135, page 127 in the Probate Office of Shelby County, Alabama; (4) Mineral and mining rights and rights incident thereto recorded in Volume 31, page 342 in the Probate Office of Shelby County, Alabama; (5) Easement to Plantation Pipeline recorded in Volume 287, page 446, Volume 112, page 237 and Volume 252, page 493 in the Probate Office of Shelby County, Alabama.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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 THE CHURCH AT BROOK HILLS, an Alabama nonprofit corporation
have hereunto set its signature and seal, this 28th day of May, 19 98.

THE CHURCH AT BROOK HILLS (SEAL)

By: (SEAL)

(SEAL)

(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
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that

whose name as of The Church at Brook Hills
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 28th day of May, 19 99

, Notary Public
John L. Hartman, III

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
600 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203-2693
(205) 251-2871

LT006

EXHIBIT "A"

PARCEL I;

The West 870 feet of the following described property:

Tract No. 1, according to the Map of D. N. Lee Estates as per Map recorded in Map Book 3, page 115 in the Probate Office of Shelby County, Alabama, except that part conveyed to Ann Little Lee by deed dated October 11, 1951, recorded in Deed Book 148, page 470 in the Probate Office of Shelby County, Alabama, described as follows:

A strip of land of the uniform width of 80 feet, evenly off the North side of tract Numbered 1, in the Survey of D. N. Lee Estate, made by W. R. Walker Surveyor on August 2, 1951 and which will be filed for record in the Probate Office of Shelby County, Alabama, also all of a triangular part of said Tract Numbered 1 which lies East of Valley Road as shown on map and North of the South line of Tract numbered 2-A, if extended in the same course and Northwesterly to the said Valley Road, situated in the Southeast 1/4 of Southwest 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama. Situated in Shelby County, Alabama.