



20031215000807290 Pg 1/3 17.00
Shelby Cnty Judge of Probate, AL
12/15/2003 15:12:00 FILED/CERTIFIED

CERTIFIED COPY OF RESOLUTIONS

OF

THE BOARD OF TRUSTEES

OF

THE CHRISTIAN LIGHTHOUSE CHURCH
an Alabama Nonprofit Corporation

THE UNDERSIGNED, constituting all of the members of the Board of Trustees (hereinafter referred to as "Trustees") of The Christian Lighthouse Church, an Alabama corporation not for profit (hereinafter referred to as the "Church"), hereby certify that the following Resolutions were adopted by the Trustees of the Church as of the 15th day of December, 2003, and that the same have not been modified or rescinded and remain in full force and effect as of the date hereof:

RESOLVED, by the Trustees of the Church, that the Church has agreed to enter into a loan agreement with SouthTrust Bank for the purchasing of certain real property which is more particularly described as Parcel I on attached Exhibit "A", and for the refinancing of certain real proper owned by the Church which is more particularly described as Parcel II on attached Exhibit "A" (both parcels hereinafter referred to as the "Property"). Mark Giles is a member of the Board of Trustees and is hereby authorized to execute all documents necessary for the purchase / refinance loan on the subject Property.

FURTHER RESOLVED, by the Trustees of the Church that the terms of the Loan between the Church and SouthTrust Bank, its successors and/or assigns are herein ratified and approved in all respects and made the act and deed of the Church and that the said Trustee of the Church may amend or change the terms of the same without additional approval.

FURTHER RESOLVED, that the Church herein approves the borrowing of money from SouthTrust Bank or their designee or assigns of the loan in the amount of \$150,000.00 for the purchasing / refinancing of the Property described on attached Exhibit "A". Mark Giles as Trustee of the Church is authorized, empowered and directed to proceed to execute and deliver all loan documentation required by SouthTrust Bank, its successors and/or assigns, or counsel for either; and the Trustee may exercise in his sole discretion as he deems appropriate the execution of the said loan documentation. The execution by the Trustee of the said documentation is to be construed as conclusive proof of the appropriateness of the said documentation and of his individual authority to execute same.

FURTHER RESOLVED, by the Trustees of the Church, be and the same hereby are authorized, empowered and directed to execute and deliver all such writings, documents and instruments as shall be necessary or appropriate to implement and consummate the transactions contemplated by the Loan with SouthTrust Bank dated as of the 15th day of December, 2003,

MASSEY 1067

including without limitation, mortgages, certificates, assignments, promissory notes, and other instruments to be known as the "Loan Documents" necessary for the borrowing of certain sums as referred to in the Loan and the closing documents as contemplated in the Loan dated the 15th day of December, 2003, as required by SouthTrust Bank, its successors and/or assigns. The execution of any of the above referenced documents by the Trustees should be conclusive proof of the appropriateness of said documents and instruments in their authority to execute same.

FURTHER RESOLVED, that the Trustees of the Church are hereby authorized, directed and empowered to do any and all such things to execute all such writings, documents or instruments as they shall in the exercise of their sole discretion deem necessary or appropriate to carry out and implement the above and foregoing Resolutions and sign any and all documentation as required in the closing of this transaction.

FURTHER RESOLVED, that the Church has complied with §10-4-24 and §10-4-25 of the Code of Alabama relative to borrowing of the money from SouthTrust Bank.

FURTHER RESOLVED, that Mark Giles, as Trustee, may sign any documentation to effectuate the closing of this transaction.

Executed by the undersigned as of this the 15th day of December, 2003.

THE CHRISTIAN LIGHTHOUSE CHURCH,
an Alabama nonprofit corporation

By: David Honeycutt
David Honeycutt, TRUSTEE

By: Jimmy Parks
Jimmy Parks, TRUSTEE

By: Mark Giles
Mark Giles, TRUSTEE

By: Thomas B. Philips
Thomas Philips, TRUSTEE

By: Bill Johnston
Bill Johnston, TRUSTEE

By: Rusty Hosmeyer
Rusty Hosmeyer, TRUSTEE

By: Terry Philips
Terry Philips, TRUSTEE

EXHIBIT "A"

Legal Description of Property

PARCEL I:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 21 South, Range 2 West, and in a portion of the NE 1/4 of the SE 1/4 of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of Section 7, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run South along the West line of Section 7 for a distance of 156.00 feet (survey) to the POINT OF BEGINNING; thence turn a deflection angle to the left of $90^{\circ}00'00''$ and leaving said section line run in an Easterly direction for a distance of 200.00 feet; thence turn a deflection angle to the right of $90^{\circ}00'00''$ and run in a Southerly direction for a distance of 404.69 feet; thence turn a deflection angle to the right of $52^{\circ}36'41''$ and run in a Southwesterly direction for a distance of 251.72 feet to the aforementioned section line; thence turn a deflection angle to the right of $40^{\circ}56'54''$ and run in a Westerly direction for a distance of 69.97 feet; thence turn a deflection angle to the right of $40^{\circ}49'43''$ ($40^{\circ}54'$ survey) and run in a Northwesterly direction for a distance of 299.66 feet (299.78 feet survey); thence turn a deflection angle to the right of $85^{\circ}11'11''$ ($85^{\circ}10'$ survey) and run in a Northeasterly direction for a distance of 445.74 feet (445.68 feet survey), to the Point of Beginning.

PARCEL II:

Commencing at the SE corner of the NW 1/4 of the NE 1/4, Section 18, Township 21 South, Range 2 West, Shelby County, Alabama; thence run South $89^{\circ}40'$ West a distance of 444.15 feet to the West right of way line of U.S. Highway No. 31, the point of beginning of land herein described; thence continue South $89^{\circ}40'$ West a distance of 270.05 feet to a point; thence run North $43^{\circ}55'$ West a distance of 12.0 feet to a point; thence run North $56^{\circ}19'$ East a distance of 212.34 feet to a point on the West right of way line of said Highway; thence run South $39^{\circ}10'$ East a distance of 161.00 feet to the point of beginning.

Said land being and lying in the NW 1/4 of NE 1/4, Section 18, Township 21 South, Range 2 West, Shelby County, Alabama.