

MORTGAGE

Know All Men by These Presents: That Whereas The Church at Shelby Crossings, an Alabama non-profit corporation, (hereinafter called "Mortgagor", whether one or more), is indebted to I-65 Investment Properties, an Alabama general partnership (hereinafter called "Mortgagee") for the sum of **Four Hundred Thirty-five Thousand Six Hundred and No/100 Dollars (\$435,600.00)**, evidenced by a promissory note of even date herewith, together with interest only at 5.5%, payable in sixteen equal quarterly installments of \$5,989.50, commencing September 1, 2004, and a final principal payment of \$435,600.00 due June 1, 2008.

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

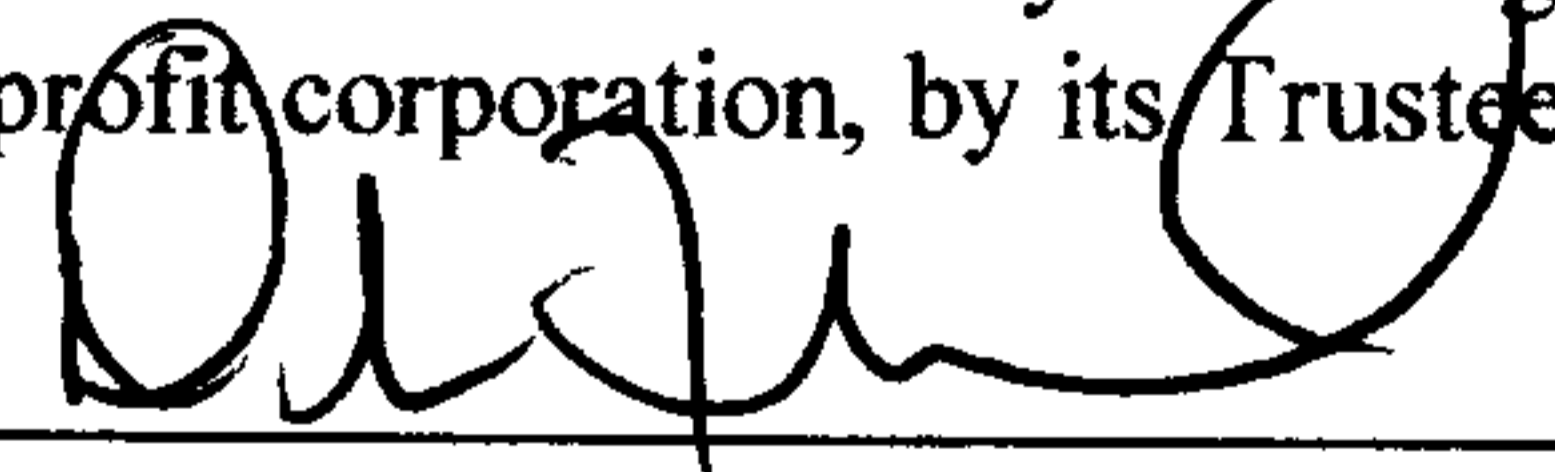
Now therefore, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto I-65 Investment Properties, the Mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to wit: **See Exhibit A.** Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

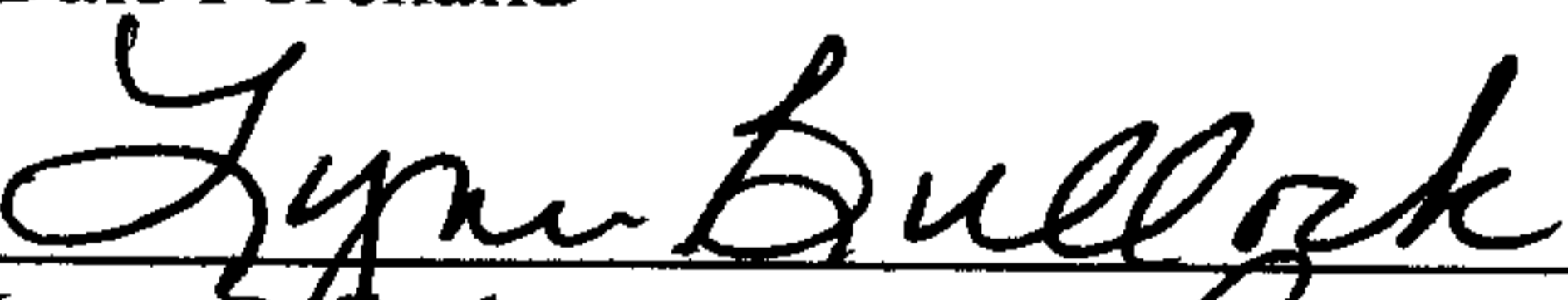
To Have and to Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 the interest thereon 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 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 encumbrances, 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 Mortgagees, their 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 has hereunto set their signatures and seals, this 1st day of June, 2004.

The Church at Shelby Crossings, an Alabama non-profit corporation, by its Trustees


Dale Forehand


Lynn Bullock


Ande Underwood



DEBORAH J. BULLOCK
Notary Public, Alabama State At Large
My Commission Expires April 16, 2005

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dale Forehand, Lynn Bullock, and Ande Underwood, whose names are signed to the foregoing conveyance in their capacities and with the authority as Trustees of The Church at Shelby Crossings, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 1 day of June, 2004.

Deborah J. Bullock
Notary Public

My Commission Expires: **DEBORAH J. BULLOCK**
 Notary Public, Alabama State At Large
 My Commission Expires April 16, 2005

Seal

THIS INSTRUMENT WAS PREPARED BY
James E. Roberts
Post Office Box 430224
Birmingham, Alabama 35243

EXHIBIT A

A parcel of land located in the West half of Section 32, Township 21 South, Range 2 West, City of Calera, Shelby County, Alabama, being bounded on the East by the West right of way line of George Roy Parkway, and on the West by Shelby County Road No. 12. Being more particularly described as follows:

Commence at the Northeast Corner of Lot 1B of Millennium Park as recorded in Map Book 27, Page 125 in the Probate Office of Shelby County, Alabama; thence run Southerly along the East line of Lot 1B, a distance of 185.00 feet to the Southeast corner of Lot 1B, being along the West right of way line of George Roy Parkway; thence continue Southeasterly along said right of way line 677.65 feet to the point of beginning; thence continue Southeasterly along said right of way line 389.23 feet; thence right 90 degrees, 00 minutes, 00 seconds Southwesterly 1094.90 feet; thence right 34 degrees, 29 minutes, 17 seconds Westerly 145.59 feet to a concrete monument found on the Easterly right of way line of Shelby County Road No. 12; thence right 90 degrees, 00 minutes, 00 seconds Northerly along said right of way line 372.21; thence right 55 degrees, 30 minutes, 43 seconds Northeasterly a distance of 1004.14 feet to the point of beginning.