



20071105000510170 1/4 \$643.85
Shelby Cnty Judge of Probate, AL
11/05/2007 12:47:00PM FILED/CERT

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

K SPRINGS CHURCH OF GOD, a corporation

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

BILLY W. MINOR and EULEE S. MINOR

(hereinafter called "Mortgagee", whether one or more),

in the sum of FOUR HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIX AND 50/100
DOLLARS (\$415,806.50) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be
given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

K SPRINGS CHURCH OF GOD, a 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 EXHIBIT "A" FOR LEGAL DESCRIPTION

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

K SPRINGS CHURCH OF GOD, a corporation

Have hereunto set her signature and seal, this 10th day of October, 2007.

W.J. Ferguson
By:
As Designated Representative of
K SPRINGS CHURCH OF GOD

Manny Shoemaker
By:
As Designated Representative of
K SPRINGS CHURCH OF GOD

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W.J. Ferguson and Manny Shoemaker, as Designated Representatives of **K SPRINGS CHURCH OF GOD**, whose names are signed to the foregoing conveyance, 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 10th day of October, 2007.

Sheena Griffin
Notary Public
My commission expires: 4/12/08

EXHIBIT "A"

Four parcels of land in the West Half of the Southwest Quarter of Section 4, Township 20 South, Range 1 West, being the same land described in deeds to K Springs Church of God, recorded in Deed Book 251, at Pages 676 and 675, Deed Book 295, at Page 378 and Real Book 147, at page 353 of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows:

PARCEL I:

Commence at the Southeast corner of the NW 1/4 of the SW 1/4, Section 4, Township 20 South, Range 1 West; thence run West along the South line of said quarter=quarter section a distance of 270.15 feet to the point of beginning; thence turn an angle of 115 degrees 38 minutes to the left and run a distance of 179.50 feet to the Northwest right of way line of Shelby County Highway No. 39; thence turn an angle of 90 degrees 51 minutes to the right and run along said highway right of way a distance of 565.10 feet; thence turn an angle of 90 degrees 00 minutes to the right and run a distance of 103.12 feet; thence turn an angle of 27 degrees 36 minutes to the right and run a distance of 995.63 feet; thence turn an angle of 95 degrees 16 minutes 55 seconds to the right and run a distance of 464.61 feet to the West line of a lot as recorded in Deed Book 285, Page 547 in the Office of the Judge of Probate, Shelby County; thence turn an angle of 78 degrees 58 minutes 27 seconds to the right and run along the West line of said lot, a distance of 300.00 feet to a point on the North line of a new cemetery lot; thence turn an angle of 77 degrees 07 minutes 38 seconds to the right and run along said North line a distance of 184.10 feet; thence turn an angle of 99 degrees 50 minutes to the left and run a distance of 304.07 feet to the point of beginning. Situated in the West half of the SW 1/4 of Section 4, Township 20 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama. According to the survey of Frank W. Wheeler, dated May 7, 1975.

PARCEL II:

Commence at the Southeast corner of the NW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 1 West; thence run West along the South line of said 1/4-1/4 section a distance of 5.05 feet; thence turn an angle of 87 degrees 23 minutes to the right and run a distance of 106.95 feet to the point of beginning; thence continue in the same direction a distance of 275.30 feet; thence turn an angle of 103 degrees 11 minutes to the left and run a distance of 394.10 feet; thence turn an angle of 99 degrees 50 minutes to the left and run a distance of 272.04 feet; thence turn an angle of 80 degrees 10 minutes to the left and run a distance of 284.85 feet to the point of beginning. Situated in the NW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama.

PARCEL III:

Commence at the Southeast corner of the NW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 1 West; thence run West along the South line of said 1/4-1/4 section a distance of 5.05 feet to the point of beginning; thence turn an angle of 87 degrees 23 minutes to the right and run a distance of 106.55 feet; thence turn an angle of 103 degrees 11 minutes to the left and run a distance of 284.85 feet; thence turn an angle of 99 degrees 50 minutes to the left and run a distance of 32.03 feet to the South line of said 1/4-1/4 section; thence continue in the same direction a distance of 179.50 feet to the North R.O.W. line of paved county highway; thence turn an angle of 89 degrees 09 minutes to the left and run along said R.O.W. line a distance of 210.20 feet; thence turn an angle of 67 degrees 50 minutes to the left and run a distance of 73.80 feet to the point of beginning; situated in the W 1/2 of the SW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama.

Said Parcels I, II, and III, being combined and being more particularly described as Parcel A.

PARCEL A:

Commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 4, Township 20 South, Range 1 West; thence South 00 degrees 36 minutes 09 seconds West along the West line of said sixteenth Section, a distance of 73.32 feet to a point on the North right of way of County Highway No. 39; thence South 65 degrees 13 minutes 00 seconds West along said right of way a distance of 0.97 feet to a 3/4 inch pipe, found at the point of beginning; thence South 65 degrees 13 minutes 00 seconds West along said right of way a distance of 775.30 feet to a 1/2-inch rebar set, with a cap stamped "Wheeler CA0502"; thence North 24 degrees 47 minutes 00 seconds West a distance of 103.13 feet to a 1/2-inch rebar set, with a cap stamped "Wheeler CA0502"; thence North 02 degrees 46 minutes 38 seconds East a distance of 992.16 feet to a 1/2-inch crimped pipe, found; thence South 81 degrees 59 minutes 05 seconds East a distance of 465.03 feet to a 1/2-inch crimped pipe, found; thence South 03 degrees 01 minutes 22 seconds East a distance of 297.21 feet to a 1/2-inch crimped pipe, found; thence North 74 degrees 12 minutes 00 seconds East a distance of 210.00 feet to a 1-inch pipe, found; thence South 02 degrees 37 minutes 00 seconds East a distance of 275.30 feet to a 1 1/2-inch pipe, found; thence South 02 degrees 37 minutes 28 seconds a distance of 180.35 feet to the point of beginning.

According to survey of Sid Wheeler, RLS #16165, dated September 9, 1999.



20071105000510170 4/4 \$643.85
Shelby Cnty Judge of Probate, AL
11/05/2007 12:47:00PM FILED/CERT

PARCEL IV:

A lot in the SW 1/4 of the SW 1/4 of Section 4, Township 20 South, Range 1 West, described as follows: Commence at the SW corner of Section 4, Township 20 South, Range 1 West; thence run North a distance of 273.18 feet to South R.O.W. line of a paved County Hwy.; thence turn an angle of 19 degrees 35 minutes to the right and run a distance of 236.44 feet; thence turn an angle of 34 degrees 07 minutes to the right and run a distance of 627.75 feet; thence turn an angle of 16 degrees 08 minutes to the right and run a distance of 174.40 feet to a point on the South R.O.W. of said County Hwy. and the point of beginning; thence 83 degrees 08 minutes to the right and run a distance of 297.59 feet; thence turn an angle of 90 degrees 01 minute to the left and run a distance of 311.50 feet; thence turn an angle of 80 degrees 53 minutes to the left and run a distance of 301.27 feet to the South R.O.W. line of said County Hwy.; thence turn an angle of 99 degrees 08 minutes to the left and run a distance of 359.35 feet to the point of beginning. Situated in the SW 1/4 of Section 4, Township 20 South, Range 1 West, Shelby County, Alabama.

Said parcel being further described as Parcel B.

PARCEL B:

Commencing at the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 4, Township 20 South, Range 1 West; thence South 00 degrees 36 minutes 09 seconds West along the West line of said sixteenth Section, a distance of 161.13 feet to a point; thence South 65 degrees 13 minutes 00 seconds West a distance of 257.86 feet to a 1/2-inch rebar set, with a cap stamped "Wheeler CA0502", at the point of beginning; thence South 65 degrees 13 minutes 00 seconds West a distance of 359.15 feet to a 1/2-inch rebar set, with a cap stamped "Wheeler CA0502"; thence South 23 degrees 59 minutes 21 seconds East a distance of 297.36 feet to an oak tree; thence North 65 degrees 59 minutes 39 seconds East a distance of 311.50 feet to a concrete monument, found; thence North 14 degrees 53 minutes 21 seconds West a distance of 301.27 feet to a point of beginning. According to survey of Sid Wheeler, RLS 16165, dated September 9, 1999.

SIGNED FOR IDENTIFICATION:

K Springs Church of God, a corporation