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Shelby Cnty Judge of Probate, AL
06/18/2008 01:59:03PM FILED/CERT

WHEN RECORDED, RETURN TO
NORTH AMERICAN MISSION BOARD
4200 NORTH POINT PARKWAY
ALPHARETTA, GA 30022-4176
ATTN: CHURCH FINANCE MINISTRY TEAM

**THE NORTH AMERICAN MISSION BOARD OF THE SOUTHERN BAPTIST
CONVENTION, INC.
REAL ESTATE MORTGAGE**

STATE OF ALABAMA

COUNTY OF SHELBY

THIS INDENTURE (hereafter "Mortgage") made and entered into this 5th day of June, 2008, by and between COMMUNITY BAPTIST CHURCH, INCORPORATED, a non-profit corporation of the State of Alabama hereinafter "Mortgagor"), whose address is 8254 Highway 17, Maylene, Alabama 35114, and THE NORTH AMERICAN MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION, INC., a corporation of the State of Georgia, (hereinafter "Mortgagee"), whose address is 4200 North Point Parkway, Alpharetta, Georgia 30022-4176:

Witnesseth, that Mortgagor, for and in consideration of the Sum of Ten Dollars to it in hand paid by Mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, as well as for the purpose of the better securing the debt hereinafter mentioned, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Mortgagee, its successors and assigns, all the following described real estate, together with the improvements and equipment thereon, situated, lying and being in the County of Shelby and State of Alabama and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes

To have and to hold the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said Mortgagee, its successors and assigns, forever in fee simple.

Mortgagor hereby covenants and represents that it is lawfully seized of said property, is in peaceable possession of same, and that it is unencumbered.

But this conveyance is made for the following purpose and none other:

Mortgagor is indebted to Mortgagee in the principal sum of ONE MILLION ONE HUNDRED THIRTY-TWO THOUSAND AND NO/100 (\$1,132,000.00) DOLLARS, which sum Mortgagee has loaned to Mortgagor which debt is evidenced by a promissory note (the "Note") of even date herewith bearing interest as provided therein (the "Note Rate"), the terms and provisions of the Note being incorporated herein by reference thereto. The final maturity date is as stated in the Promissory Note. The indebtedness secured hereby includes any modifications, extensions, or renewals of all or any part of the indebtedness evidenced by the Note and the execution of any such modifications, extensions, or renewals does not constitute a novation of the original Note or Mortgage. This Mortgage secures all other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to the Mortgage. Upon request of Mortgagor, Mortgagee, at Mortgagee's option, may make future advances to Mortgagor. Such future advances, with interest thereon, shall become indebtedness secured by this Mortgage. This option shall not constitute a commitment to make additional loans or future advances in any amount.

Initials: MM
ML

In the event that Mortgagor has incurred debts other than to Mortgagee, with or without the written permission of Mortgagee, any default under the terms of said indebtedness shall constitute a default of the covenants of this Mortgage.

Mortgagee or Mortgagee's agent may make reasonable entries upon and inspections of the security property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Mortgagor agrees to keep said property insured against Fire, Lightning and Extended Coverage hazards during the existence of this indebtedness, or any part thereof, plus general public liability insurance and any other insurance, as may from time to time be required by Mortgagee, in amounts of not less than shall be designated by Mortgagee, in an insurance company or companies acceptable to Mortgagee, with loss payable to said Mortgagee as its interest may appear, and deposit such insurance policies with Mortgagee. Should Mortgagee receive any monies for damages covered by such insurance, such monies may be retained and applied toward the payment of any amount hereby secured or may be paid over, either in full or in part, to Mortgagor to enable Mortgagor to repair or replace improvements, or for any other purpose, without affecting this Mortgage or its priority for the full amount secured hereby before such damage or such payment occurred.

Mortgagor agrees, for so long as the indebtedness secured hereby, or any part thereof shall remain unpaid, to keep the property in as good condition as now exists, natural wear and tear excepted, and also not to demolish, destroy or remove any permanent structure now or hereafter existing thereon or make any alteration thereto which would constitute a structural change without the express prior written consent of Mortgagee. Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of any total or partial taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor.

Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in all fixtures and articles of personal property belonging to, or hereafter becoming a part of or used in connection with the security real estate, land or buildings, whether attached or detached.

Mortgagor unconditionally assigns and transfers to Mortgagee all the rents, leases and revenues of the security property which shall hereafter become due or be paid for the use of the property, reserving only the right to Mortgagor to collect the rents, leases and revenues so long as there is no default in the obligations of Mortgagor under this Mortgage or in payment of the indebtedness secured hereby. If Mortgagee gives notice of default to Mortgagor: (a) all rents, leases, and revenues received by Mortgagor shall be held by Mortgagor as trustee for benefit of Mortgagee only, to be applied, after payment of all necessary charges and expenses, to the sums secured by the Mortgage; (b) Mortgagee may enter upon the property and shall be entitled to collect and receive all of the rents, leases, and revenues of the security property; and (c) each tenant of the security property shall pay all rents, leases and revenues due and unpaid to Mortgagee or Mortgagee's agent on Mortgagee's written demand to the tenant. Any application of rents, leases, and revenues shall not cure or waive any default or invalidate any other right or remedy of Mortgagee. A notice of default and of the entry and taking possession of the security property by Mortgagee, served upon the record owner of the security property personally, or by mail addressed to the owner at owner's last known address, shall be deemed to place Mortgagee in possession of the premises. Mortgagee shall not be required to enter upon, take control of or maintain the security property before or after giving notice of default; however, Mortgagee or a judicially appointed receiver may do so at any time there is a default. This assignment of rents constitutes an absolute assignment, not an assignment for additional security only, and shall terminate when the indebtedness secured hereby is paid in full.

Mortgagor covenants and represents that it has not executed any prior assignment of the rents, leases, and revenues and has not and will not perform any act that would prevent Mortgagee from exercising its rights under this paragraph.

If all or any part of the Property or an interest therein is sold, assigned, transferred to otherwise alienated by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, without notice or demand to Mortgagor, declare all sums secured by this Mortgage to be immediately due and payable. If Mortgagee exercises such option to accelerate, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by this instrument.

SPECIAL COVENANT

Mortgagor binds itself and covenants with Mortgagee that a part of the consideration causing Mortgagee to make this loan is the fact that Mortgagor is now in harmony with and affiliating with the Southern Baptist Convention. The terms "harmony with" and "affiliating with" shall be interpreted in such manner that the messengers of Mortgagor will be recognized and given full voting privileges at the annual meetings of the Southern Baptist Convention. Should Mortgagor's messengers be denied such recognition and voting privileges by the Southern Baptist Convention, or in case the organic existence of Mortgagor shall cease, or in case any property described in this Mortgage be abandoned or any existing house or place of worship shall cease to be used as a house or place of Southern Baptist worship as above set forth, or in case same shall be sold by Mortgagor or by legal process or otherwise, without the written consent of Mortgagee, then in each and every such case and event Mortgagee shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable and exercise such other options as provided in the event of default, as set forth in this Mortgage.

Should Mortgagor decide to sell or convey in any manner, in whole or in part, the property securing the loan, Mortgagee counsel should be sought prior to the property being conveyed or offered for sale. Should Mortgagee deem that such property be preserved as a Southern Baptist entity, Mortgagor agrees that Mortgagee be given first opportunity to purchase or refinance to another Southern Baptist body on terms as favorable as any other bona fide offer received by Mortgagor. Mortgagee shall have thirty (30) days after being notified in writing by Mortgagor to exercise this right of first refusal. In the event Mortgagee elects to waive its right of refusal to purchase, then Mortgagor is free to convey the property at such time as the loan is paid in full. However, should such sale be to a "non-Southern Baptist entity" and produce a **net profit**, i.e., proceeds greater than the sum of the original investment including acquisition closing costs, subsequent investment(s) in the real estate approved by Mortgagee and the normal and usual closing costs associated with the current transaction, Mortgagee reserves the right to a reimbursement of any interest foregone or advancements made on behalf of Mortgagor by Mortgagee. Such reimbursement will be collected at closing and is a condition of the release of Mortgagee's lien on the property.

It is hereby agreed that Mortgagor will not make any site improvements on the property securing this loan and neither will it begin any construction on a church facility or any other type of facility without the prior written agreement of the Church Finance Ministry Team of the Mortgagee. This agreement shall be in force as long as Mortgagor has any indebtedness due Mortgagee. In the event of a violation of this agreement, Mortgagee shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable.

Mortgagor agrees that annually, within 45 days from the close of its fiscal year, it will furnish Mortgagee copies of its treasurer's reports for the previous 12 months, along with copies of its current budget and previous year's budget.

In consideration of the making of said loan by Mortgagee to Mortgagor, Mortgagor hereby agrees not to incur any indebtedness in excess of 5% of the original amount of this loan during the period of and until said loan, principal and interest, is fully repaid, without prior written permission from Mortgagee. In the event of a violation of this agreement, Mortgagee shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable.

Time is of the essence of this contract and of its every term, agreement, provision, covenant, condition, and stipulation.

It is agreed that in the event Mortgagor shall fail to keep, observe and carry out and execute in every particular the obligations, stipulations, conditions and covenants set out in this instrument and in said note or notes, which note with all of the obligations, stipulations and conditions and covenants and agreements therein, are incorporated as a part of this instrument, it shall be and is hereby made the option of Mortgagee or holders of said note or notes, to declare all of the indebtedness secured by this instrument to be due and payable at once.

And should Mortgagor fail to pay any of the interest payments above specified when due, or any of the said principal notes when the same shall become due or should the first party suffer or allow any state or county or municipal tax or assessment against said property to become delinquent, the holder of said above notes or any of them shall have the right at his option to declare all of the said unpaid principal notes at once due and collectible and the right of action on the same, for principal, interest, attorney's fees and costs of collection shall at once accrue.

Mortgagor furthermore covenants and agrees that in case the debt hereby secured shall not be paid when it becomes due by maturity in due course or by reason of any default, as above provided, Mortgagee may sell said described property at public auction before the courthouse door in the county where said property is located, to the highest bidder for cash, first giving four weeks' notice of the time, terms and place of sale by advertising once a week in a newspaper of general circulation in the county where said land is located, all other notice being hereby waived by Mortgagor, PROVIDED, HOWEVER, that if by the law of the state of its exercise, the power of sale, notwithstanding the provisions above set forth, must be exercised in a different manner or place of sale, or pursuant to a different period or form of advertisement, or advertisement in a different gazette, the power of sale herein granted may be exercised by compliance with the law of the state in such cases made and provided in respect of such particulars; and Mortgagee is hereby empowered upon such sale to execute and deliver to the purchaser at said sale a good and sufficient conveyance of said property in fee simple which said conveyance shall contain a recital as to the happening or default upon which execution of the power to sell herein granted depends. And Mortgagor hereby constitutes Mortgagee its attorney in fact to make such sale, and conveyance and recital or recitals; and Mortgagor hereby covenants and agrees that the recitals so made in such deed by Mortgagee shall be binding and conclusive upon Mortgagor, its successors and assigns. And the conveyance so made by Mortgagee shall be effectual to bar all equity of redemption of Mortgagor, or its successors in interest, in and to the said premises. Mortgagee shall collect the proceeds of said sale, and have reserved therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments theretofore paid by Mortgagee, together with legal rate of interest thereon from the date of such payment, together with all costs and expense of sale and ten percent upon the aggregate amount due for compensation to the attorneys representing Mortgagee. And any surplus remaining after the payment of these sums shall be paid over to Mortgagor, its successors or assigns.

And it is expressly agreed that appraisalment is hereby waived.

And Mortgagee, its successors or assigns, may purchase at said sale, and execute and deliver to itself conveyance as therein provided as though it was a stranger to this instrument. And Mortgagor covenants and agrees that the powers of attorney hereinbefore and after stipulated, together with all of the powers of this instrument set out and delegated to Mortgagee are powers coupled with an interest and are irrevocable, and that said powers may be by Mortgagee assigned and delegated and re-delegated by Mortgagee and shall apply equally to its successors and assigns; and that any purchaser or holder of said note may and shall at his option, by the fact of purchase or holding, become possessed of all the powers and authority herein set forth and conferred upon Mortgagee.

The foregoing provisions however are cumulative of the remedies allowed and provided by law; and in the event Mortgagee or its successors or assignees, institutes any proceeding in any court to enforce its rights Mortgagor covenants and agrees to pay ten percent of principal and interest as attorney's fees, in addition.

It is further agreed that in the event Mortgagor fails to maintain said insurance on said property as herein agreed, or fails to pay any state or county or municipal tax or assessment against said property before the same becomes delinquent, Mortgagee, its successors or assigns, may at its option pay such insurance premium, tax or assessment, and said sum or sums so paid shall become a part of the debt hereby secured; and the receipt of the proper insurance official or tax or assessment officer shall be conclusive between the parties hereto of the amount, validity and fact of such

payment. And the sum or sums so paid shall bear the legal rate of interest from the date of such payment, and said sum or sums, together with interest, shall be included in and made a part of any judgment upon foreclosure of this mortgage, or charged against Mortgagor in case of sale of said property under the powers granted in this instrument, as above set forth.

Now if Mortgagor shall well and truly pay unto Mortgagee, its successors or assigns, the said sum of money above mentioned, together with interest, at the times and in the manner above mentioned, and shall well and truly keep all of the covenants and stipulations above set forth, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be null and void; otherwise the same shall remain of full force and effect.

If this mortgage is executed by or on behalf of an unincorporated Mortgagor, by Trustees and/or Deacons and/or other representatives, its execution is intended, and shall be construed as, the act and deed of said Mortgagor, and of said Trustees and/or Deacons and/or other representatives, in their representative capacity as such, for and on behalf of said Mortgagor.

This instrument, as well as the note above mentioned is executed by virtue of a resolution passed by Mortgagor at a conference duly held on the 14th day of November, 2007, which resolution is of record upon the minutes of Mortgagor.

LOCAL ALABAMA PROVISIONS

The provisions set forth below control in the event of any conflict with the other terms of this Security Instrument.

1. Acceleration of Maturity. If an Event of Default shall have occurred, then the entire Loan shall, at the option of Lender, immediately become due and payable without notice or demand, time being of the essence of this Security Instrument, and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

2. Right to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Property and, if and to the extent permitted by law, Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all or any part of the Property without the appointment of a receiver or an application therefor, and may exclude Borrower and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Borrower;

(b) If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Borrower to deliver immediate possession of the Property to Lender. Borrower will pay to Lender, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Lender, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Loan and shall be secured by this Security Instrument;

(c) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all of the rights and powers of Borrower to the same extent as Borrower could in its own name or otherwise act with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender from time to time may determine to be in its best interest. Lender may collect and receive all the rents, issues, profits and revenues from the Property, including those past due as well as those accruing thereafter, and, after deducting (A) all expenses of taking,

holding, managing and operating the Property (including compensation for the services of all persons employed by such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other similar charges as Lender may at its option pay; (E) other proper charges upon the Property or any part thereof; and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender, Lender shall apply the remainder of the monies and proceeds so received by Lender, first, to the payment of accrued interest; second, to the payment of deposits required under this Security Instrument and to other sums required to be paid hereunder; and third, to the payment of overdue installments of principal. Anything in this Section 2 to the contrary notwithstanding, Lender shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Lender of its rights under this Security Instrument, and Lender shall be liable to account only for the rents, incomes, issues and profits actually received by Lender;

(d) Whenever all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Security Instrument shall have been paid and all Events of Default shall have been cured, Lender shall surrender possession of the Property to Borrower, its successors and assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

3. Performance by Lender. Upon the occurrence of an Event of Default in the payment, performance or observance of any term, covenant or condition of this Security Instrument, Lender may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Lender in connection therewith, with interest thereon at the Default Rate provided in the Note or at the maximum rate from time to time allowed by applicable law, whichever is less, shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Borrower or any person in possession holder under Borrower. Notwithstanding anything to the contrary herein, Lender shall have no obligation, explicit or implied to pay, perform, or observe any term, covenant, or condition.

4. Receiver. If any Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the occupancy or value of any security for the Loan or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Land is situated. Borrower will pay unto Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 4, and upon any Borrower's failure to pay the same, any such amounts shall be added to the Loan and shall be secured by this Security Instrument.

5. Lender's Power of Enforcement and Power of Sale.

(a) In an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term thereof or any other right, power or remedy hereunder, (ii) to foreclose this Security Instrument and to sell the Property, as an entirety or in separate lots or parcels, as provided by applicable law, and (iii) to pursue any other remedy available to it, all as Lender shall deem most effectual for such purposes. Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Lender may determine.

(b) If an Event of Default shall have occurred, Lender may sell the Property at public outcry to the highest bidder for cash in front of the Court House door in the county where the property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest

bidder therefor. At the foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

6. Purchase by Lender. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Lender may bid for and purchase the Property and shall be entitled to apply all or any part of the Loan as a credit to the purchase price.

7. Application of Proceeds of Sale. In the event of a foreclosure or other sale of all or any portion of the Property, the proceeds of said sale shall be applied, first, to the expenses of such sale and of all proceedings in connection therewith, including reasonable attorneys' fees (attorneys' fees and expenses shall become absolutely due and payable whenever foreclosure is commenced); then to insurance premiums, liens, assessments, taxes and charges including utility charges advanced by Lender hereunder, and interest thereon; then to payment of the Loan and accrued interest thereon, in such order of priority as Lender shall determine, in its sole discretion; and finally the remainder, if any, shall be paid to Borrower, or to the person or entity lawfully entitled thereto.

8. Borrower as Tenant Holding Over. In the event of any such foreclosure sale or sale under the powers herein granted, Borrower (if Borrower shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily disposed according to provisions of law applicable to tenants holding over.

9. Waiver of Appraisement, Valuation, Etc. Borrower agrees, to the full extent permitted by law, that in case of a default on the part of Borrower hereunder, neither Borrower nor anyone claiming through or under Borrower will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Instrument, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets subject to the security interest of this Security Instrument marshaled upon any foreclosure or sale under the power herein granted.

10. Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution of the laws of the United States and of any state, in and to the Property and against the collection of the Loan, or any part thereof.

11. Discontinuance of Proceedings. In case Lender shall have proceeded to enforce any right, power or remedy under this Security Instrument by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then in every such case, Borrower and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceedings had occurred.

12. Remedies Not Exclusive. Lender shall be entitled to enforce payment and performance of the Loan and to exercise all rights and powers under this Security Instrument or under any other of the Loan Documents or other agreement or under any laws now or hereafter in force, notwithstanding that some or all of the Loan may now or hereafter be otherwise secured, whether by mortgages, deeds of trust, deeds to secure debt, pledges, liens, assignments or otherwise. Neither the acceptance of this Security Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner effect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Security Instrument and any other security now or hereafter held by Lender in such order and manner as it or either of them may in their absolute discretion determine. No right or remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender or to which it otherwise may be entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Lender, and either of them may pursue inconsistent remedies.



20080618000249240 8/11 \$1739.00
 Shelby Cnty Judge of Probate, AL
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In Witness Whereof Mortgagor has hereunto set its hand and affixed its seal by its proper officers thereunto duly authorized.

Signed, sealed and delivered
 in the presence of

COMMUNITY BAPTIST CHURCH, INCORPORATED (Seal)

Mortgagor

By: Matthew Monk
 Print Name: Matthew Monk
 Title: Trustee

By: Mark A. Long
 Print Name: Mark A. Long
 Title: Trustee

STATE OF ALABAMA)
) ss.
 COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MATTHEW MONK, whose named as Trustee of COMMUNITY BAPTIST CHURCH, INCORPORATED, a non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Trustee and with full authority, executed the same voluntarily for, and as the act of COMMUNITY BAPTIST CHURCH, INCORPORATED.

Given under my hand and official seal this the 5TH day of JUNE, 2008

Michael E. Hill
 NOTARY PUBLIC

{SEAL}

My Commission Expires: 5/20/09

STATE OF ALABAMA)
) ss.
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MARK A. LONG, whose named as Trustee of COMMUNITY BAPTIST CHURCH, INCORPORATED, a non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such Trustee and with full authority, executed the same voluntarily for, and as the act of COMMUNITY BAPTIST CHURCH, INCORPORATED.

Given under my hand and official seal this the 5TH day of JUNE, 2008

Michael E. Hill
NOTARY PUBLIC

{SEAL}

My Commission Expires: 5/20/09

EXHIBIT "A"

Parcel 1

Any and all land and improvements located at 8244 Highway 17, Maylene, AL 35114 and more particularly described as follows:

A parcel of land located in the NW $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of section 9, thence run in an easterly direction along the north line of said section a deed distance of 1152.20 feet; thence turn right 110 degrees 02 minutes 53 seconds (deed), and go in a Southwesterly direction, a deed distance of 211.70 feet to a found 1" crimped iron, said point being the Point of beginning of the tract herein described; thence continue along last described course a distance of 90.17 feet (90.0 feet deed) to a found 1" open top pipe; thence turn left 90 degrees 12 minutes 05 seconds (90 degrees 00 minutes 00 seconds deed) and run in a Southeasterly direction a distance of 290.02 feet (290.00 feet deed) to a found $\frac{1}{2}$ inch capped rebar #14720 on the Northwesterly right-of-way line of Shelby County Highway 17, (an 80 foot R.O.W.); thence turn left 89 degrees 56 minutes 39 seconds (90 degrees 00 minutes 00 seconds deed) and run in a Northwesterly direction along said right-of-way line a distance of 90.28 feet (90.00 feet deed) to a found 1: crimped pipe; thence turn left 90 degrees 04 minutes 44 seconds (90 degrees 00 minutes 00 seconds deed) and run in a Northwesterly direction a distance of 289.79 feet (290.00 feet deed) to the point of beginning; containing 0.60 acres, more or less and being subject to any and all easements of record.

Parcel 2

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Section 9; thence in an Easterly direction along the North line of said Section a distance of 1152.20 feet; thence 110 degrees 02 minutes 53 seconds right, in a Southwesterly direction, a distance of 391.70 feet to the Point of Beginning; the 90 degrees left, in a Southeasterly direction, a distance of 290.0 feet to the Northwesterly Right of Way line of Shelby County Highway 17; thence 90 degrees right, in a Southwesterly direction, along said Right of Way, a distance of 230.0 feet; thence 71 degrees 11 minutes 20 seconds right, in a Westerly direction, a distance of 103.88 feet; thence 90 degrees right in a Northerly direction, a distance of 35.67 feet; thence 29 degrees 37 minutes 35 seconds left, in a Northwesterly direction, a distance of 69.96 feet; thence 18 degrees 45 minutes 30 seconds left, in a Northwesterly direction, a distance of 149.29 feet; thence 50 degrees 55 minutes 30 seconds right, in a Northeasterly direction, a distance of 68.08 feet; thence 57 degrees 31 minutes 30 seconds left, in a Northwesterly direction, a distance of 93.08; thence 19 degrees 56 minutes 15 seconds right, in a Northwesterly direction, a distance of 57.86 feet; thence 143 degrees 51 minutes 30 seconds right, in a Southeasterly direction, a distance of 164.99 feet to the Point of Beginning.

Parcel 3

A part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West; being more particularly described as follows:



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Shelby Cnty Judge of Probate, AL
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A parcel of land located in the Northwest $\frac{1}{4}$ of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Section 9; thence in an Easterly direction along the North line of said Section a distance of 1152.20 feet; thence 110 deg. 02 min. 53 sec. right, in an Southwesterly direction a distance of 301.70 feet to the Point of Beginning; thence 90 deg. left, in an Southeasterly direction a distance 290.0 feet to the Northwesterly right of way line of Shelby County Highway 17; thence 90 deg. right, in a Southwesterly direction along said right of way a distance of 90.0 feet; thence 90 deg. right in a Northwesterly direction a distance of 454.99 feet; thence 36 deg. 08 min. 30 sec. right in a Northwesterly direction a distance of 54.14 feet; thence 15 deg. 12 min. 15 sec. right in a Northwesterly direction a distance of 74.36 feet; thence 128 deg. 39 min. 15 sec. right in a Southeasterly direction a distance of 255.15 feet to the point of beginning; being situated in Shelby County, Alabama.