

STATE OF ALABAMA

COUNTY OF SHELBY

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **TRINITY CHURCH OF THE NAZARENE, HELENA, ALABAMA**, also known as **TRINITY CHURCH OF THE NAZARENE, an Alabama Corporation**, also known as **TRINITY CHURCH OF THE NAZARENE, INC.**, also known as **TRINITY CHURCH OF THE NAZARENE**, a corporation (hereinafter called "Mortgagor") is justly indebted to **THE WESLEYAN INVESTMENT FOUNDATION, INC.**, an **Indiana Corporation** (hereinafter called "Mortgagee"), in the sum of **THREE-HUNDRED-SIXTY-THOUSAND-AND-00/100 DOLLARS (\$360,000.00)**, evidenced by a Promissory Note bearing even date and payable according to the terms stated therein.

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, **TRINITY CHURCH OF THE NAZARENE, HELENA, ALABAMA**, also known as **TRINITY CHURCH OF THE NAZARENE, an Alabama Corporation**, also known as **TRINITY CHURCH OF THE NAZARENE, INC.**, also known as **TRINITY CHURCH OF THE NAZARENE**, 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," which is attached hereto and incorporated herein by reference.


This conveyance is made subject to restrictions, reservations, rights of way, and easements appearing of record which affect said property.

Said Property is warranted free from all encumbrances and against any adverse claims, except as stated above.

FUTURE ADVANCES: Upon request of Borrower, Lender at its discretion, and prior to release of the Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

To Have and To Hold the above-granted property unto the Mortgagee, forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, the undersigned agree 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 Mortgagee, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to Mortgagee, then the Mortgagee may, at Mortgagee's option, insure said property for said sum, for Mortgagee's own benefit; the policy, if collected, shall be credited on said indebtedness, less cost of collecting the same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee, 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 in said


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property become endangered by reason of the enforcement of any prior lien or encumbrance 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 Mortgagee shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) 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, deems best, in front of the Courthouse 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 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 said Mortgagor; and Mortgagor further agrees that said Mortgagee, may bid at said sale and purchase said property, if the highest bidder therefore; and Mortgagor further agrees to pay a reasonable attorney's fee to Mortgagee, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee shall be a part of the debt hereby secured.

All of the terms stated in this Mortgage shall apply to the heirs, administrators, executors, successors, and assigns of the respective parties named herein.

IN WITNESS WHEREOF, TRINITY CHURCH OF THE NAZARENE, HELENA, ALABAMA, also known as TRINITY CHURCH OF THE NAZARENE, an Alabama Corporation, also known as TRINITY CHURCH OF THE NAZARENE, INC., also known as TRINITY CHURCH OF THE NAZARENE, a corporation, has caused this instrument to be executed voluntarily and with full authority by the authorized representatives below, for and as the act of said Non-Profit Organization, as of this 19th day of Sept., 2012.

TRINITY CHURCH OF THE NAZARENE, INC.

BY: Mark D. Berry
ITS: District Superintendent

TRINITY CHURCH OF THE NAZARENE, INC.

BY: Jane Hugesfelter
ITS: Secretary

TRINITY CHURCH OF THE NAZARENE, INC.

BY: [Signature]
ITS: Pastor & President

TRINITY CHURCH OF THE NAZARENE, INC.

BY: _____
ITS: Secretary

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark D. Berry, whose name is signed to the foregoing instrument as District Supt. of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such District Supt., executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 19th day of Sept., 2012.



Dana K Miller

NOTARY PUBLIC

My Comm. Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 4, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SEAL

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brett D. Medley, whose name is signed to the foregoing instrument as Pastor & President of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Pastor & President, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 19th day of Sept., 2012.

Dana K Miller

NOTARY PUBLIC

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SEAL

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that June Lingenfeiter, whose name is signed to the foregoing instrument as Secretary of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Secretary, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 19th day of Sept., 2012.

Dana K Miller

NOTARY PUBLIC

My Comm. Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 4, 2015
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SEAL

STATE OF ALABAMA

COUNTY OF ~~AUTAUGA~~ _____

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Holley, whose name is signed to the foregoing instrument as Secretary of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Secretary, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this _____ day of _____, 2012.

NOTARY PUBLIC

My Comm. Expires: _____

SEAL



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property become endangered by reason of the enforcement of any prior lien or encumbrance 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 Mortgagee shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) 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, deems best, in front of the Courthouse 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 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 said Mortgagor; and Mortgagor further agrees that said Mortgagee, may bid at said sale and purchase said property, if the highest bidder therefore; and Mortgagor further agrees to pay a reasonable attorney's fee to Mortgagee, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee shall be a part of the debt hereby secured.

All of the terms stated in this Mortgage shall apply to the heirs, administrators, executors, successors, and assigns of the respective parties named herein.

IN WITNESS WHEREOF, TRINITY CHURCH OF THE NAZARENE, HELENA, ALABAMA, also known as TRINITY CHURCH OF THE NAZARENE, an Alabama Corporation, also known as TRINITY CHURCH OF THE NAZARENE, INC., also known as TRINITY CHURCH OF THE NAZARENE, a corporation, has caused this instrument to be executed voluntarily and with full authority by the authorized representatives below, for and as the act of said Non-Profit Organization, as of this 19th day of Sept., 2012.

TRINITY CHURCH OF THE NAZARENE, INC.

BY: Mark D. Berry
ITS: District Superintendent

TRINITY CHURCH OF THE NAZARENE, INC.

BY: Jane Lingenfelter
ITS: Secretary

TRINITY CHURCH OF THE NAZARENE, INC.

BY: Barry A. President
ITS: Barry A. Pres

TRINITY CHURCH OF THE NAZARENE, INC.

BY: William D. Holly
ITS: Secretary

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mark D. Berry, whose name is signed to the foregoing instrument as District Supt. of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such District Supt., executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

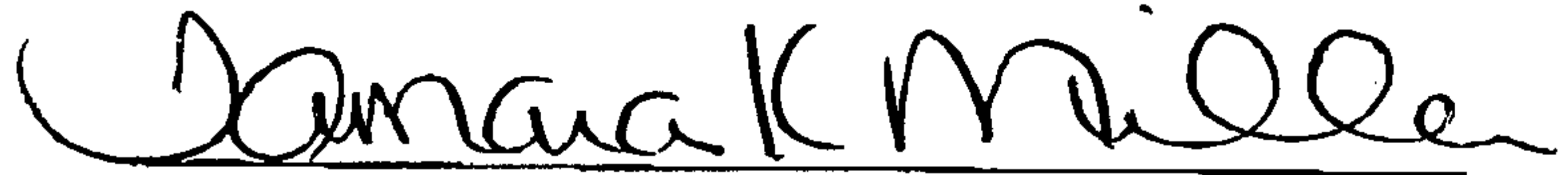
GIVEN under my hand and official seal this 19th day of Sept., 2012.

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SEAL

STATE OF ALABAMA

COUNTY OF AUTAUGA



NOTARY PUBLIC

My Comm. Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 4, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brett D. Medley, whose name is signed to the foregoing instrument as Pastor & President of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, Pastor & President, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Pastor & President, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 19th day of Sept., 2012.



NOTARY PUBLIC

My Comm. Expires:

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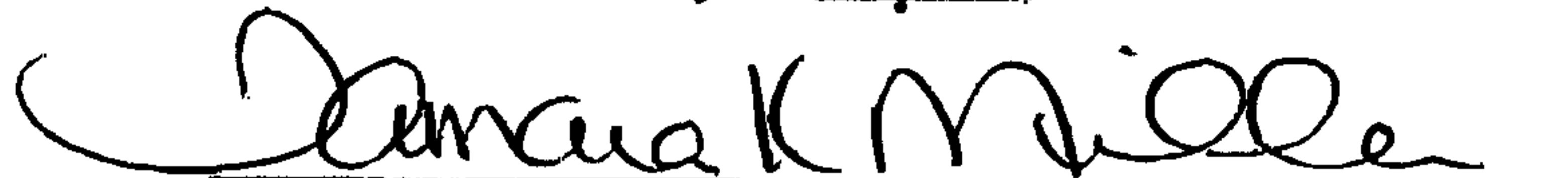
SEAL

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that June Lingenfeiter, whose name is signed to the foregoing instrument as Secretary of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, Secretary, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Secretary, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 19th day of Sept., 2012.



NOTARY PUBLIC

My Comm. Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 4, 2015
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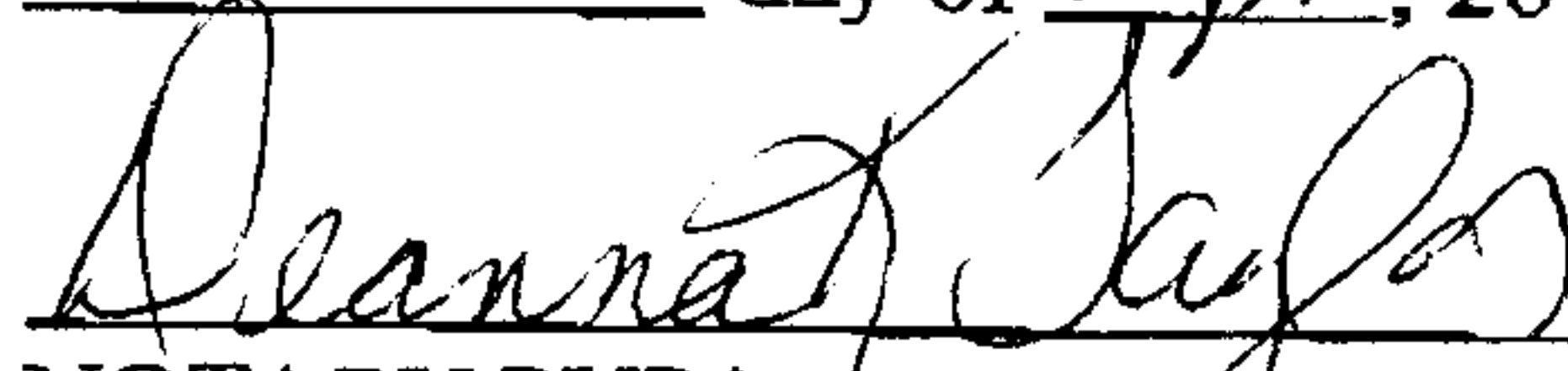
SEAL

STATE OF ALABAMA

COUNTY OF AUTAUGA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that William Holley, whose name is signed to the foregoing instrument as Secretary of TRINITY CHURCH OF THE NAZARENE, INC., and who is known to me, Secretary, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Secretary, executed the same voluntarily and with full authority for and as the act of said Alabama Non-Profit Organization as of the date of this acknowledgment.

GIVEN under my hand and official seal this 21 day of Sept., 2012.



NOTARY PUBLIC

My Comm. Expires:

11-02-14

SEAL



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THIS INSTRUMENT WAS PREPARED BY:
ROBERT O. BURTON, ATTORNEY AT LAW
341 SOUTH CHESTNUT STREET
PRATTVILLE, ALABAMA 36067
PHONE (334) 365-2686
FAX (334) 365-2683
FILE # 2012-170



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EXHIBIT A PROPERTY DESCRIPTION

PARCEL I:

A parcel of land situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$; thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 45.34 feet to a point on the northwest line of the Colonial Pipeline easement, said point being the point of beginning; thence continue South along said East line, a distance of 664.36 feet to a point on the North right of way of Shelby County Highway #58; thence turn right 97 degrees 42 minutes 12 seconds and run westerly along said right of way a distance of 248.38 feet; thence turn right 82 degrees 17 minutes 48 seconds and run North leaving said right of way a distance of 389.72 feet to a point on the northwest line of said Colonial Pipeline easement; thence turn right 46 degrees 39 minutes 03 seconds and run northeasterly along said easement 338.48 feet to the point of beginning.


PARCEL II:

A parcel of land situated in the Southwest quarter of the Northeast quarter of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the northeast corner of said quarter-quarter section; thence run in a southerly direction along the East line of said quarter-quarter section and also along the East side of Laurel Woods Subdivision, as recorded in Map Book 16 Page 24, in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 45.30 feet to an iron pin found at the southeast corner of Lot 37 in said Laurel Woods Subdivision; thence turn an angle to the right of 46 degrees 33 minutes 59 seconds and run in a southwesterly direction along the southeast line of Lots 37, 38, 39, 40 & 59 in said Laurel Woods Subdivision for a distance of 338.53 feet to an iron pin found; thence turn an angle to the left of 46 degrees 39 minutes 08 seconds and run in a southerly direction for a distance of 60.99 feet to a point on the northwest right of way of a 40 foot Colonial Pipeline easement, recorded in Deed Book 267 on Page 834 in the office of the Judge of Probate, Shelby County, Alabama, said point being the point of beginning; thence continue along last stated course for a distance of 337.44 feet to a point at the intersection of Shelby County Highway Number 58 and Laurel Woods Drive, said intersection point being on a curve to the right having a central angle of 82 degrees 17 minutes 31 seconds and a radius of 16.85 feet; thence turn an angle to the left of 172 degrees 12 minutes 22 seconds to the radius of said curve and run in a northwesterly direction along the arc of said curve and also along the northeast right of way of Laurel Woods Drive for a distance of 24.20 feet to a point; thence run tangent to last stated curve along the northeast right of way of said Laurel Woods Drive in a northwesterly direction for a distance of 61.01 feet to a point on a curve to the left having a central angle of 19 degrees 59 minutes 12 seconds and a radius of 453.86 feet; thence run in a northwesterly direction along the arc of said curve and also the northeast right of way of said Laurel Woods Drive for a distance of 158.32 feet to a point; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds from the tangent of last stated curve and run in a southwesterly direction along the northeast right of way of said Laurel Woods Drive for a distance of 20.00 feet to a point on a curve to the left having a central angle of 5 degrees 27 minutes 57 seconds and a radius of 433.86 feet; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds to the tangent of said curve and run in a northwesterly direction along the arc of said curve and also along the northeast right of way of said Laurel Woods Drive a distance of 41.39 feet to a point on the northwest right of way of a 40 foot Colonial Pipeline easement as recorded in Deed Book 267, Page 834 in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 68 degrees 49 minutes 55 seconds from the chord of last stated curve and run in a northeasterly direction along the northwest right of way of said Colonial Pipeline easement for a distance of 105.72 feet to the point of beginning.

PARCEL III:

Lot 27, according to the Survey of Spring Gate Estates, Phase Two, as recorded in Map Book 20, Page 120, in the Probate Office of Shelby County, Alabama.


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