

State of Alabama Space Above This Line For Recording Data State of Alabama

Mortgage and Security Agreement

The State of Alabama
County of Shelby

Know All Men by These Presents:

THAT First Baptist Church Helena, an Alabama nonprofit corporation, having a mailing address of 815 Hwy. 52 E, City of Helena, County of Shelby, State of Alabama 35080, being the Debtor(s) and hereinafter called "Mortgagors" (whether one or more), in consideration of TEN AND *NO/100* DOLLARS (\$10.00), in hand paid, and the debt hereinafter mentioned, have Granted, Bargained, Sold, Transferred, Assigned, and Conveyed, and by these presents do Grant, Bargain, Sell, Transfer, Assign, and Convey, unto BAPTIST CHURCH LOAN CORPORATION, a Texas nonprofit corporation, being the Secured Party and hereinafter called the "Mortgagee", at 8333 Douglas Ave., Suite 1460, Dallas, Dallas County, Texas 75225, which is the Mortgagee's post office address, the following described real property (the Land") situated in the County of Shelby, State of Alabama, to-wit

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

together with all buildings, structures, and improvements thereon and hereafter placed thereon, and all fixtures, equipment, machinery, and personal property in which Mortgagors now have, or at any time hereafter acquire, an interest, and which now, or at any time hereafter, are situated in, on, or under the Land, including but not limited to all heating, lighting, plumbing, water heating, refrigeration, ventilating, air-conditioning, and electrical equipment, all furniture, fixtures, fittings, or furnishings of any kind or character, and all renewals, replacements, and substitutions thereof and additions thereto, together with all present or future estates, easements, interests, tenements, appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, the Land and all such other property, together with the Collateral, as described in Paragraph 26 hereof, hereinafter collectively called the "Mortgaged Premises."

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee forever, Mortgagors hereby bind Mortgagors, and the successors and assigns of Mortgagors, to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Mortgagee and its successors and assigns, against all persons whomsoever claiming or to claim the same or any part thereof.

1. **The Note.** This conveyance is made to secure payment of a debt in the principal sum of One million four hundred seventy one thousand seven hundred forty seven and 41/100 DOLLARS (\$1,471,747.41), evidenced by Promissory Note(s) referenced below of even date herewith, hereinafter called the "Note," the terms of which are incorporated herein by reference, executed by First Baptist Church Helena, an Alabama nonprofit corporation, payable to the order of Mortgagee, with interest thereon and payable as stipulated and provided therein.

<u>Principal Amount</u>	<u>Maturity Date</u>
\$1,471,747.41	May 1, 2036

2. **Other Indebtedness.** This conveyance is made further to secure payment of all other amounts with interest thereon becoming due and payable to the Mortgagee under the terms of the Note and this Mortgage, including but not limited to any extension, renewal or reamortization of said debt, any increase or addition thereto and any future debt owing by Mortgagors to the Mortgagee, the payment thereof being secured or intended to be secured hereby, and further to secure performance and discharge of each and every promise, obligation, covenant and agreement of Mortgagors contained in the Note, this Mortgage and any other instrument, document, or agreement executed by Mortgagors, pertaining to said debt or the security therefore.

3. **Other Interests Granted.** As additional security for the payment of said debt, Mortgagors hereby transfer and assign unto the Mortgagee:

- a) All judgments, awards of damages, and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name at Mortgagors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorneys' fees, to the debt in such manner as the Mortgagee elects.
- b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Mortgagors direct payment at the same to the Mortgagee, at the option of the Mortgagee and upon written demand of the Mortgagee therefore, to be applied to the debt until paid, whether due or not and either before or after any default under the terms of this Mortgage or the Note.
- c) All rents, issues and profits of the Mortgaged Premises, including but not limited to all unsevered crops, or Mortgagors' interest therein. Mortgagors direct payment of the same to the Mortgagee to be applied to the debt until paid, whether due or not. This assignment shall become operative upon any default of Mortgagors under the terms of this Mortgage or the Note and shall remain in full force and effect so long as any default continues in the making of any of the payments or the performance of any of the covenants set forth in this Mortgage or the Note. Mortgagors will not execute an assignment of any of Mortgagors' right, title, or interest in the rents, issues and profits of the Mortgaged Premises or any part thereof, now or hereafter existing, without the prior written consent of the Mortgagee.

4. **Subrogation.** The proceeds of the Note, to the extent that the same are utilized to take up, pay, or otherwise discharge any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Mortgagee at Mortgagors' request and upon Mortgagors' representation that such amounts are due and are secured by valid liens against the Mortgaged Premises. The Mortgagee shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Mortgagee by assignment or are released by the holder thereof upon payment.

5. Covenants of Mortgagors. Mortgagors further covenant and agree:

- a) That Mortgagors will pay the principal of and interest on the Note in accordance with the terms thereof or the terms of any renewal or extension thereof; that Mortgagors are seized of the Mortgaged Premises and are entitled to convey the same; that Mortgagors will make such further assurance of the title as may be necessary fully to confirm the title to the Mortgaged Premises and validity and priority of this Mortgage.
- b) That Mortgagors shall punctually and properly perform all of Mortgagors' covenants, obligations, and liabilities under any other security agreement, mortgage, Mortgage collateral pledge agreement contract, assignment, loan agreement, or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the Note or other indebtedness or other obligations secured hereby, or any part thereof.
- c) That Mortgagors have good, perfect, and indefeasible title in fee simple to the Mortgaged Premises which is free from encumbrance superior to the indebtedness hereby secured, except as otherwise provided herein, and has full right to make this conveyance.
- d) That all awnings, door and window screens, pews, sound and acoustics systems, storm window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning, refrigerating and electrical apparatus and equipment and such goods and chattels and personal property which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises.
- e) That Mortgagors will pay prior to delinquency all taxes and assessments (if any) levied or assessed upon the Mortgaged Premises, or the interest created therein by this Mortgage, and exhibit the receipts therefor to the Mortgagee (unless such payments are made by the Mortgagee, as hereinafter provided), and will defend the title and possession of the Mortgaged Premises to the end that this Mortgage shall be and remain a first lien on the Mortgaged Premises until the debt is paid. That Mortgagors will pay all attorneys' fees and expenses which may be incurred by the Mortgagee in enforcing the terms of the Note and this Mortgage or in any suit which the Mortgagee may become a party where this Mortgage or the Mortgaged Premises is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Mortgage whether in this Paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions.
- f) That Mortgagors will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Premises.
- g) That Mortgagors will keep all insurable Mortgaged Premises insured for the protection of the Mortgagee against loss by fire, hazards included within the term "extended coverage" and such other hazards as the Mortgagee may require in such manner, in such amounts, and in such companies as the Mortgagee may approve, and keep the original policies therefor, properly endorsed, on deposit with the Mortgagee. If renewal policies are not delivered to the Mortgagee thirty (30) calendar days before the expiration of the existing policy or policies, with evidence of premiums paid, the Mortgagee may, but is not obligated to, obtain the required insurance on behalf of Mortgagors (or insurance in favor of the Mortgagee alone) and pay the premiums thereon. Mortgagors assign to the Mortgagee all right and interest in all of such policies of insurance and authorize the Mortgagee to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises, and loss proceeds (less expenses of collection) shall, at the Mortgagee's option, be applied to the debt, whether due or not, or to the restoration of the Mortgaged Premises, or be released to Mortgagors, but such application or release shall not cure or waive any default.
- h) That if, while this Mortgage is in force, title to or the interest of the Mortgagee in the Mortgaged Premises hereby conveyed or any part thereof shall be endangered or shall be attacked directly or indirectly, Mortgagors hereby authorize the Mortgagee, at Mortgagors' expense, to take all necessary and proper steps for the defense of such title or interest including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest.
- i) That, when requested by the Mortgagee, Mortgagors will pay with and in addition to the monthly payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest installments are due and payable, a sum equal to one-twelfth of the estimated annual taxes, if any, hazard insurance premiums, and assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such taxes, hazard insurance premiums, and assessments when due, then Mortgagors will deposit immediately with the Mortgagee, an amount sufficient to pay such taxes, hazard insurance premiums, and assessments. If there is a default under any of the provisions of this Mortgage resulting in a sale of the Mortgaged Premises or foreclosure, or if the Mortgagee acquires the Mortgaged Premises otherwise after default, the Mortgagee shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this Paragraph. If the amount so paid is in excess of the amount required to pay such taxes, hazard insurance premiums, and assessments in any calendar year, such excess shall be applied to the next maturing installments of principal and interest. All deposits made pursuant to this Paragraph shall be held by the Mortgagee as additional security for the payment of the debt described herein and shall not be assigned, attached, or otherwise alienated except when transferred by Mortgagors to a new owner of the Mortgaged Premises concurrently with a bona fide, approved sale of the Mortgaged Premises.
- j) That Mortgagors will not commit, suffer, or permit any waste on the Mortgaged Premises and will keep the buildings, structures, improvements, equipment furniture, furnishings, and fixtures now or hereafter erected or installed on the Mortgaged Premises in sound condition and in good repair, and at all times maintain and preserve the Mortgaged Premises, and, from time to time, make all necessary repairs, replacements and renewals thereof, and will neither do nor permit to be done anything to or on the Mortgaged Premises that may, in the judgment of the Mortgagee, impair the value thereof, and the Mortgagee, its accountants, attorneys, and agents shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same.
- k) That Mortgagors will not permit any part of the Mortgaged Premises purchased, constructed or modified by the proceeds of the Note to be used as temporary or permanent residential or other living quarters.
- l) That, at the option of the Mortgagee, Mortgagors will pay a "late charge" not exceeding four percent (4%) of any past due installment on the Note when paid more than fifteen (15) calendar days after the due date thereof, for the purpose of defraying expenses incidentally arising from handling such delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the debt secured hereby, unless such proceeds are first sufficient to discharge the entire debt and all expenses.
- m) That prior to the repayment in full of the debt evidenced by the Note, Mortgagors will not, without the prior written consent of the Mortgagee, (i) incur any additional indebtedness in excess of five percent (5%) of the original principal amount of the Note, or (ii) grant or permit the incurrence of any other lien upon the Mortgaged Premises, or any part thereof, whether by operation of law or otherwise and whether inferior or otherwise to the lien created by this Mortgage.
- n) That Mortgagors shall continuously maintain Mortgagors' existence as a nonprofit corporation or unincorporated association, as the case may be, under all applicable laws, and not do anything or act which could jeopardize or impair such status or good standing.
- o) That Mortgagors shall, at all times prior to repayment in full of the debt secured hereby, promptly comply with all laws, orders, decrees, ordinances, rules and regulations of the United States, the State of Alabama, and the county and city, town, or village in which the Mortgaged Premises is situated. Without limiting the generality of the foregoing, Mortgagors shall, in the construction or use of the Mortgaged Premises, comply with all applicable zoning, building, fire and safety codes or ordinances. Mortgagors shall promptly deliver to the Mortgagee copies of any notice, demand, or order received from any governmental authority with respect to any request or order of any governmental authority or any alleged violation by Mortgagors (whether or not with respect to the Mortgaged Premises) of any governmental requirement.
- p) That Mortgagors will, at all times prior to repayment in full of the debt secured hereby, comply with all of the terms and provisions of that certain loan commitment issued by the Mortgagee to Mortgagors, as may have been amended from time to time, pursuant to which the Mortgagee made the loan evidenced by the Note and secured by this Mortgage.

6. Environmental Laws and Hazardous Substances. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- a) Except as previously disclosed and acknowledged in writing to Mortgagee, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- b) Except as previously disclosed and acknowledged in writing to Mortgagee, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- c) Mortgagor will immediately notify Mortgagee if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- d) Except as previously disclosed and acknowledged in writing to Mortgagee, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Mortgagee in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Mortgagee has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- e) Except as previously disclosed and acknowledged in writing to Mortgagee, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- f) Except as previously disclosed and acknowledged in writing to Mortgagee, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Mortgagee first consents in writing.
- g) Mortgagor will permit, or cause any tenant to permit, Mortgagee or Mortgagee's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- h) As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Mortgagee and Mortgagee's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Mortgagee and Mortgagee's successors or assigns may sustain; and (2) at Mortgagee's discretion, Mortgagee may release this Mortgage and in return Mortgagor will provide Mortgagee with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Mortgagee's rights under this Mortgage.
- i) Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Mortgagee or any disposition by Mortgagee of any or all of the property. Any claims and defenses to the contrary are hereby waived.

7. Entry upon the Mortgaged Premises. The Mortgagee, without notice, may enter upon and take possession of the Mortgaged Premises upon default of Mortgagors under the terms of this Mortgage or the Note, rent the same for the account of Mortgagors, deduct from the rents all expenses and apply the remainder to the debt.

8. Conveyance of the Mortgaged Premises. It shall be a default hereunder if the fee simple title to all or any part of the Mortgaged Premises (other than items of personality which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall become vested in any party other than Mortgagors, whether by operation of law or otherwise, without the prior written consent of the Mortgagee. If the Mortgagee should consent to any sale or conveyance of the Mortgaged Premises, Mortgagors will not sell all or any portion of the Mortgaged Premises unless the purchaser, as a part of the consideration, shall either (i) expressly agree to assume the payment of the indebtedness hereby secured, or (ii) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Mortgage for the complete fulfillment of all obligations of Mortgagors hereunder, and unless also, the deed shall expressly set forth such agreement of the purchaser; nor will Mortgagors grant any easement whatever with respect to any of the Mortgaged Premises without the joinder therein of the Mortgagee, or rent or lease any of the Mortgaged Premises for any purpose without the prior written consent of the Mortgagee. No sale of the Mortgaged Premises and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, modify, change, or affect the original liability of Mortgagors, either in whole or in part.

9. Releases; Extensions; Renewals. The Mortgagee, without notice, may release any part of the Mortgaged Premises, or any person liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released or the liability of any person not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of, restate, or renew any part or all of the debt or to take additional security for the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Mortgage.

10. Waiver by Mortgagors. Mortgagors waive the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Premises, commonly known as Appraisalment Laws, (ii) extending the time for the enforcement of the collection of said debt or creating or extending a period of redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws, (iii) concerning the marshalling of assets for the payment of indebtedness and (iv) concerning the exemption of homestead, the administration of estates of decedents, or any other matter whatever to defeat, reduce or affect the right of the Mortgagee, under the terms of this Mortgage, to sell the Mortgaged Premises for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of the Mortgagee, under the terms of this Mortgage to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Premises in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Mortgagors expressly waive and relinquish any right or remedy which Mortgagors may have or be able to assert by reason of the provisions of Chapter 34 of the Business and Commerce Code of the State of Alabama, as amended, pertaining to the rights and remedies of sureties. Mortgagors hereby agree and contract that the laws of the State of Alabama, save as above excepted, now in force relative to the collection of said debt and the application to the payment thereof, are expressly adopted and made a part hereof.

11. Disbursements by the Mortgagee. The Mortgagee may, at the Mortgagee's option, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any delinquent tax or assessment, and, upon such payment the Mortgagee shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Mortgagee may advance any unpaid insurance premiums, and whenever Mortgagors have failed properly to maintain the improvements, the Mortgagee may make repairs necessary for the proper preservation of the security. Mortgagors agree to pay to the Mortgagee, upon demand, any and all disbursements made under the provisions of this Mortgage together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note, and shall be secured by this Mortgage.

12. Insufficient Payments. Acceptance by the Mortgagee of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. At any time thereafter, and until the entire amount then due on said debt has been paid, the Mortgagee shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

13. Bankruptcy, etc. of Mortgagors. If Mortgagors make an assignment for the benefit of creditors, or if a receiver is appointed for any part of the Mortgaged Premises, or if Mortgagors or any guarantor of or surety for the performance of any obligation hereunder is adjudicated a bankrupt, or if Mortgagors or any guarantor of or surety for the performance of any obligation hereunder institute any proceeding under the Federal Bankruptcy Laws of the United States or similar Laws of any State in which Mortgagors or any guarantor of or surety for the performance of any obligation hereunder are domiciled, then on the happening of any one of these events, the whole of said debt shall immediately become due and payable at the option of the Mortgagee, and the Mortgagee may proceed with foreclosure as herein provided.

14. Release of Mortgage; Foreclosure. If Mortgagors shall well and truly pay, or cause to be paid, the Note, and other debt that may be owing, and do keep and perform each and every covenant, condition, and stipulation herein and in the Note, and in all other documents, instruments or agreements evidencing or securing the debt secured hereby, then these presents shall be released of record by the Mortgagee at Mortgagors' sole cost and expense, otherwise to be and remain in full force and effect. If there is a default in any payment, or part thereof, under the Note, or if Mortgagors shall fail to keep or perform any of the covenants, conditions or stipulations herein, then the Note,

together with all other sums secured hereby shall, at the option of the Mortgagee, become at once due and payable without demand or notice other than that demand or notice provided for in this Paragraph. Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Mortgage.

15. Appointment of Receiver. The Mortgagee shall have the additional right, upon the commencement of any action to enforce the lien herein given, to have appointed by the court, in which said action is instituted, a receiver to take possession of the Mortgaged Premises and collect the said rents, issue, and profits arising from the Mortgaged Premises. This provision is a right created by this contract and is cumulative of, and is not to affect in any way, the right of the Mortgagee to the appointment of a receiver given the Mortgage by law.

16. Multiple Sales. If default is made in the payment of any installment on the Note, or any part thereof, or if for any reason (other than the fault of the Mortgagee) Mortgagors fail to keep or perform any of the covenants, conditions or stipulations herein, the Mortgagee shall have the option to proceed with foreclosure in satisfaction of such items, through judicial proceedings, conducting the sale as herein provided and without declaring the whole debt due, and provided that if said sale is made because of such default, such sale may be made subject to the unmaturing part of the Note and debt secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmaturing part of the debt secured by this Mortgage, but, as to such unmaturing part this Mortgage shall remain in full force and effect as though no sale had been made under the provisions of this Paragraph. Several sales may be made without exhausting this Mortgage or the right of foreclosure for any unmaturing part of said debt, it being the purpose to provide for a foreclosure and sale of the Mortgaged Premises for any matured portion of said debt without exhausting the power of foreclosure and to sell the Mortgaged Premises for any other part of said debt whether matured at the time or subsequently maturing. Payment of the purchase price to the Mortgagee shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be bound to look after the application thereof. The sale or sales by the Mortgagee of less than the whole of the Mortgaged Premises shall not exhaust this Mortgage or the right of foreclosure hereunder, and the Mortgagee is specifically empowered to make successive sales hereunder until the whole of the Mortgaged Premises shall be sold; and if the proceeds of such sales of less than the whole of such Mortgaged Premises shall be less than the aggregate of the indebtedness secured hereby and the expense of such foreclosure, this Mortgage and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Premises just as though no sale or sales had been made; provided, however, that Mortgagors shall never have any right to require the sale or sales of less than the whole of the Mortgaged Premises, but the Mortgagee shall have the right, at its sole election, to sell less than the whole of the Mortgaged Premises.

17. Presumption of Validity of Sales. In case of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of facts, or other recitals therein made as to the nonpayment of money secured, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true. The purchaser at any foreclosure sale hereunder may disaffirm any easement granted, or rental, lease, or other contract made, in violation of any provision of this Mortgage and may take immediate possession of the Mortgaged Premises free from, and despite the terms of, such grant of easement and rental or lease contract.

18. No Waiver by the Mortgagee. Neither the exercise of, nor the failure to exercise, any option given under the terms of this Mortgage shall be considered as a waiver of the right to exercise the same, or any other option given herein, and the filing of a suit to foreclose this Mortgage, either on any matured portion of the debt or for the whole debt shall never be considered an election so as to preclude foreclosure under the power of sale after a dismissal of the suit, nor shall the filing of the necessary notices for foreclosure, as provided in this Mortgage, preclude the prosecution of a later suit thereon.

19. Possession after Foreclosure. Any sale of the Mortgaged Premises under this Mortgage shall, without further notice, create the relation of landlord and tenant at sufferance between the purchaser and Mortgagors or any person holding possession of the Mortgaged Premises through Mortgagors, and upon failure of Mortgagors or such person to surrender possession thereof immediately, Mortgagors or such person may be removed by a writ of possession of the purchaser, either in the Justice Court having venue or in any other Court hereafter having venue.

20. Limitation of Interest. It is expressly stipulated and agreed to be the intent of the Maker (the "Maker") of the Note and the Mortgagee at all times to comply with the applicable law now or hereafter governing the interest payable on the Note or the loan evidenced thereby as more particularly set forth in the "Limitation of Interest" Paragraph in the Note, the terms and provisions of such Paragraph being incorporated herein by reference.

21. Taxes on Mortgages. In the event of the passage after the date of this instrument of any law which deducts any lien on the Mortgaged Premises from the value of the Mortgaged Premises for the purposes of taxation of deeds of trust or debts secured thereby, for state or local purposes, or which law changes the manner of collection of any such taxes so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee, shall immediately become due, payable and collectible without notice to any party.

22. Partial Invalidity of Lien. If the lien or any provision of this Mortgage is illegal, invalid or unenforceable under present or future laws as to any part of the debt or if the lien is illegal, invalid or unenforceable as to any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt. In lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. All payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

23. Interpretation. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The words "Mortgagors" and "Mortgagee" shall include their successors and assigns (subject to the limitations on transfer contained in Paragraph 8 hereof). Headings and captions are inserted for convenience only and shall not be construed to affect, limit, amplify or modify in any way any of the terms or provisions hereof.

24. Right to Purchase on Foreclosure. The Mortgagee shall have the right to become the purchaser at all sales to enforce this trust being the highest bidder, and to have the amount for which the Mortgaged Premises is sold credited on the debt then owing.

25. Costs of Collection. Mortgagors will pay all reasonable attorneys' fees and expenses and collection fees which may be incurred by the Mortgagee in enforcing the terms of the Note and this Mortgage or in any suit to which the Mortgagee may become a party where the Mortgage or the Mortgaged Premises are in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt, as well as any and all such fees and expenses reasonably incurred prior to full and final payment of such indebtedness relating to future advances, transfer of title to the Mortgaged Premises and similar matters not otherwise provided for herein.

26. Security Agreement. With respect to any personal property herein described, this Mortgage shall constitute a Security Agreement between Mortgagors and the Mortgagee, and, cumulative of all other rights of the Mortgagee hereunder, the Mortgagee shall have all of the rights conferred upon secured parties by the Uniform Commercial Code of Alabama, as amended, as to this property. This Mortgage, as a Security Agreement covers all of the rights, titles, or interests which Mortgagors have, or may hereafter acquire, in and to all of the following described personal property (herein collectively called the "Collateral"):

- a) All furniture, furnishings, equipment fixtures, fittings, machinery, and personal property in which Mortgagors have, or hereafter acquire, an interest, and which now, or anytime hereafter, are situated in, on, or under the Land, including but not limited to all heating, lighting, refrigeration, plumbing, ventilating, air-conditioning and electrical equipment all appliances, pews, sound and acoustical systems, apparatus, boilers, doors, partitions, windows, floor and window coverings, recreational equipment, electrical wiring and fittings, wall hangings, displays, art objects, dishes, silverware, china and crystal, kitchen appliances and utensils, bathroom fixtures, fire prevention and extinguishing equipment, computers, printers, copiers, telecommunication equipment and wiring and all other items of personal property, whether or not listed herein, which are or may be used in connection with the use or operation of a church;
- b) All building materials and equipment, machinery, and other items of personal property of any kind or character now or hereafter situated on, or used in connection with the construction on or use of, the land;
- c) All accounts, inventory, instruments, chattel paper, notes, documents, business records, consumer goods, insurance and condemnation proceeds, leases of personal property, contract rights, and general intangibles now, or hereafter relating to the Land or any buildings, structures or improvements constructed or to be constructed thereon; and
- d) All additions, renewals, replacements, or substitutions of any of the above, and all products thereof and proceeds therefrom.

This Mortgage shall be effective as a Financing Statement and a fixture filing with respect to any of the Collateral from the date of filing for record in the Real Estate Records of the County in which the Land is situated. Information concerning the security interest created by this instrument may be obtained from the holder of the indebtedness and secured party at the Post Office address as shown in Paragraph 1 of this Mortgage. Until the lien of this Mortgage is released or satisfied of record, Mortgagors agree, if requested by the Mortgagee so to do, to execute one or more Financing or Continuation Statements covering the Collateral in the manner and form required by law and to the satisfaction of the Mortgagee. Mortgagors agree to pay the Mortgagee's charge, to the maximum amount permitted by law, for any statement by the Mortgagee regarding the obligations secured by this Mortgage requested by Mortgagors or on behalf of Mortgagors. On demand, Mortgagors will promptly pay all costs and expenses of filing Financing Statements, Continuation Statements, Partial Releases and Termination Statements deemed necessary or appropriate by the Mortgagee to establish and maintain the validity and priority of the security interest of the Mortgagee or any modification thereof, and all costs and expenses of any searches reasonably required by the Mortgagee.

The Mortgagee may exercise any or all of the remedies of a secured party available to it under the Uniform Commercial Code of Alabama, as amended, with respect to the Collateral, and it is expressly agreed that if upon default the Mortgagee should proceed to dispose of the Collateral in accordance with the provisions of the Uniform Commercial Code of Alabama, as amended, ten (10) calendar days' notice by the Mortgagee to Mortgagors shall be deemed to be reasonable notice under any provision of the Uniform Commercial Code of Alabama, as amended, requiring such notice; provided, however, that the Mortgagee may at its option dispose of the Collateral in accordance with the Mortgagee's rights and remedies in respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the Uniform Commercial Code of Alabama, as amended. In no event shall the Mortgagee be required, at any sale of the Collateral, to exhibit, present, or display any of the Collateral described herein to be sold at such sale.

28. **Waiver by Mortgagors.** Mortgagors, upon execution and delivery of this Mortgage and the Note hereby secured, were informed that Paragraph 14 hereof grants a power of sale and provides for summary foreclosure procedure at the election of the Mortgagee in the event of a default. As a condition precedent to obtaining the loan represented by the Note hereby secured, Mortgagors specifically waive the right to procedural due process (i.e. notice and opportunity to be heard in a judicial proceeding in a court having jurisdiction) prior to commencement of such proceedings under the power of sale herein granted.

29. **Due on Sale or Encumbrance.** In the event Mortgagors, or any owner of the Mortgaged Premises, without first obtaining approval of the Mortgagee (which approval shall not be unreasonably withheld), should sell, lease, transfer, assign, encumber, hypothecate, grant a security interest in, grant or suffer a lien upon, or otherwise dispose of the Mortgaged Premises, or any part thereof, at any time before this Mortgage is fully released and discharged, the Mortgagee shall have the option to declare the indebtedness hereby secured due and payable, and if the same is not paid within ten (10) calendar days after the same is declared due and payable, the Mortgagee may commence foreclosure proceedings as hereinbefore provided in Paragraph 14, or may commence any other action authorized by this Mortgage to enforce the liens herein given. Failure to exercise this option shall not be considered as a waiver of the rights conferred in this Paragraph, but said option may be exercised at any time.

30. **Affiliations of Mortgagors.** Mortgagors covenant and agree that Mortgagors shall continue, throughout the term of the loan evidenced by the Note, to be a member in good standing of the local Baptist Association with which Mortgagors have affiliated, or of the State Baptist Convention, and if at any time Mortgagors shall cease to be a member in good standing of either or both of such organizations Mortgagors shall immediately notify the Mortgagee of such fact, and, regardless of whether such notice has been given by Mortgagors, at the option of the Mortgagee, the entire unpaid principal balance and accrued interest owing on the Note shall at once become immediately due and payable. The good standing of Mortgagors in the above referenced organizations shall be solely and exclusively determined by the Mortgagee.

31. **Severability.** If any provision herein contained operates, or would operate, presently or prospectively, to make this Mortgage or any part thereof void, voidable or ineffective, then such provision only shall be held null and void and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative and in full force and effect.

32. **Local Alabama Law Provisions.** The provisions set forth below control in the event of any conflict with the other terms of this Mortgage.

a) **Acceleration of Maturity.** If a default shall have occurred, then the entire Loan shall, at the option of Mortgagee, immediately become due and payable without notice or demand, time being of the essence of this Mortgage, and no omission on the part of Mortgagee to exercise such option when entitled to do so shall be construed as a waiver of such right.

b) **Right to Enter and Take Possession.**

- (1) If a default shall have occurred and be continuing, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Property and, if and to the extent permitted by law, Mortgagee 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 Mortgagor and its agents and employees wholly therefrom, and take possession of the books, papers and accounts of Mortgagor;
- (2) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Mortgagee, Mortgagee may obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Property to Mortgagee. Mortgagor will pay to Mortgagee, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Loan and shall be secured by this Mortgage;
- (3) Upon every such entering upon or taking of possession, Mortgagee 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 Mortgagor to the same extent as Mortgagor 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 Mortgagee, all as Mortgagee from time to time may determine to be in its best interest. Mortgagee 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 Mortgagee 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 Mortgagee, Mortgagee shall apply the remainder of the monies and proceeds so received by Mortgagee, first, to the payment of accrued interest; second, to the payment of deposits required under this Mortgage and to other sums required to be paid hereunder; and third, to the payment of overdue installments of principal. Anything in this Section 9.02 to the contrary notwithstanding, Mortgagee 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 Mortgagee of its rights under this Mortgage, and Mortgagee shall be liable to account only for the rents, incomes, issues and profits actually received by Mortgagee;
- (4) Whenever all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Mortgage shall have been paid and all Events of Default shall have been cured, Mortgagee shall surrender possession of the Property to Mortgagor, its successors and assigns. The same right of taking possession, however, shall exist if any subsequent default shall occur and be continuing.

c) **Performance by Mortgagee.** Upon the occurrence of a default in the payment, performance or observance of any term, covenant or condition of this Mortgage, Mortgagee may, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee 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 Mortgagor to Mortgagee. Mortgagee shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Mortgagee 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 Mortgagor or any person in possession holder under Mortgagor. Notwithstanding anything to the contrary herein, Mortgagee shall have no obligation, explicit or implied to pay, perform, or observe any term, covenant, or condition.

d) **Receiver.** If any default shall have occurred and be continuing, Mortgagee, 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. Mortgagor will pay unto Mortgagee 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 9.04, and upon any Mortgagor's failure to pay the same, any such amounts shall be added to the Loan and shall be secured by this Mortgage.

e) **Mortgagee's Power of Enforcement and Power of Sale.**

- (1) In a default shall have occurred and be continuing, Mortgagee 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 Mortgage 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 Mortgagee shall deem most effectual for such purposes. Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.
- (2) If a default shall have occurred, Mortgagee 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, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee 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 Mortgagee may elect.

- f) **Purchase by Mortgagee.** Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Mortgagee 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.
- g) **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 Mortgagee hereunder, and interest thereon; then to payment of the Loan and accrued interest thereon, in such order of priority as Mortgagee shall determine, in its sole discretion; and finally the remainder, if any, shall be paid to Mortgagor, or to the person or entity lawfully entitled thereto.
- h) **Mortgagor as Tenant Holding Over.** In the event of any such foreclosure sale or sale under the powers herein granted, Mortgagor (if Mortgagor 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.
- i) **Waiver of Appraisalment, Valuation, Etc.** Mortgagor agrees, to the full extent permitted by law, that in case of a default on the part of Mortgagor hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, 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 Mortgage marshaled upon any foreclosure or sale under the power herein granted.
- j) **Waiver of Homestead.** Mortgagor 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.
- k) **Discontinuance of Proceedings.** In case Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Mortgagee, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceedings had occurred.
- l) **Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of the Loan and to exercise all rights and powers under this Mortgage 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 Mortgage 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 Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee, and either of them may pursue inconsistent remedies.

Executed this 19th day of April, 2016

MORTGAGOR:

First Baptist Church Helena
an Alabama nonprofit corporation

By [Signature]
James Angel, Trustee

By [Signature]
Barry Butts, Trustee

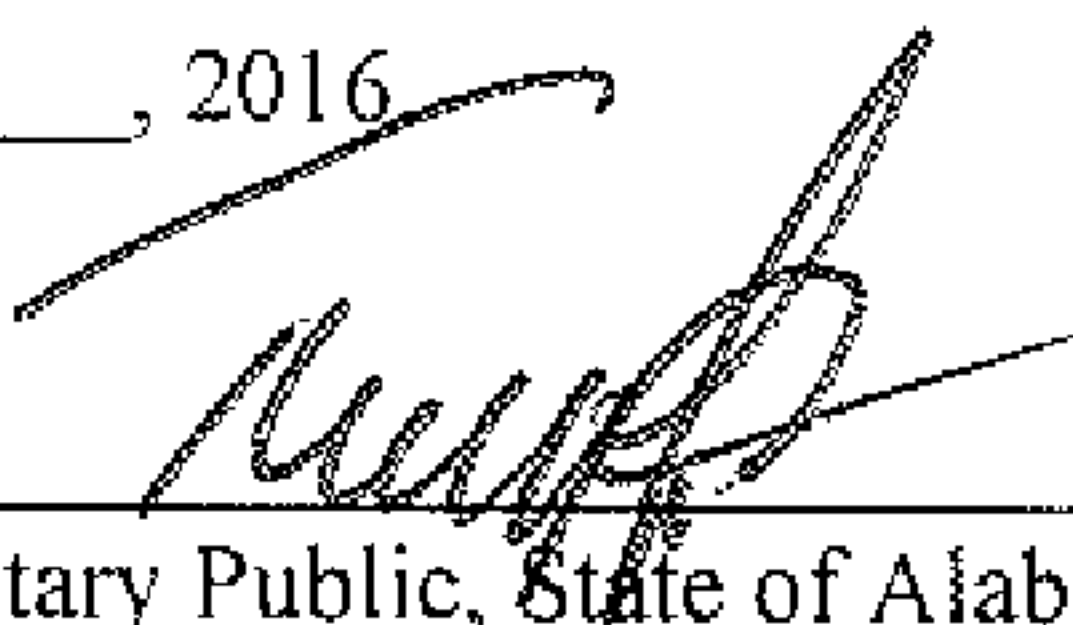
By [Signature]
Michael Willingham, Trustee

CORPORATION ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Tefferson

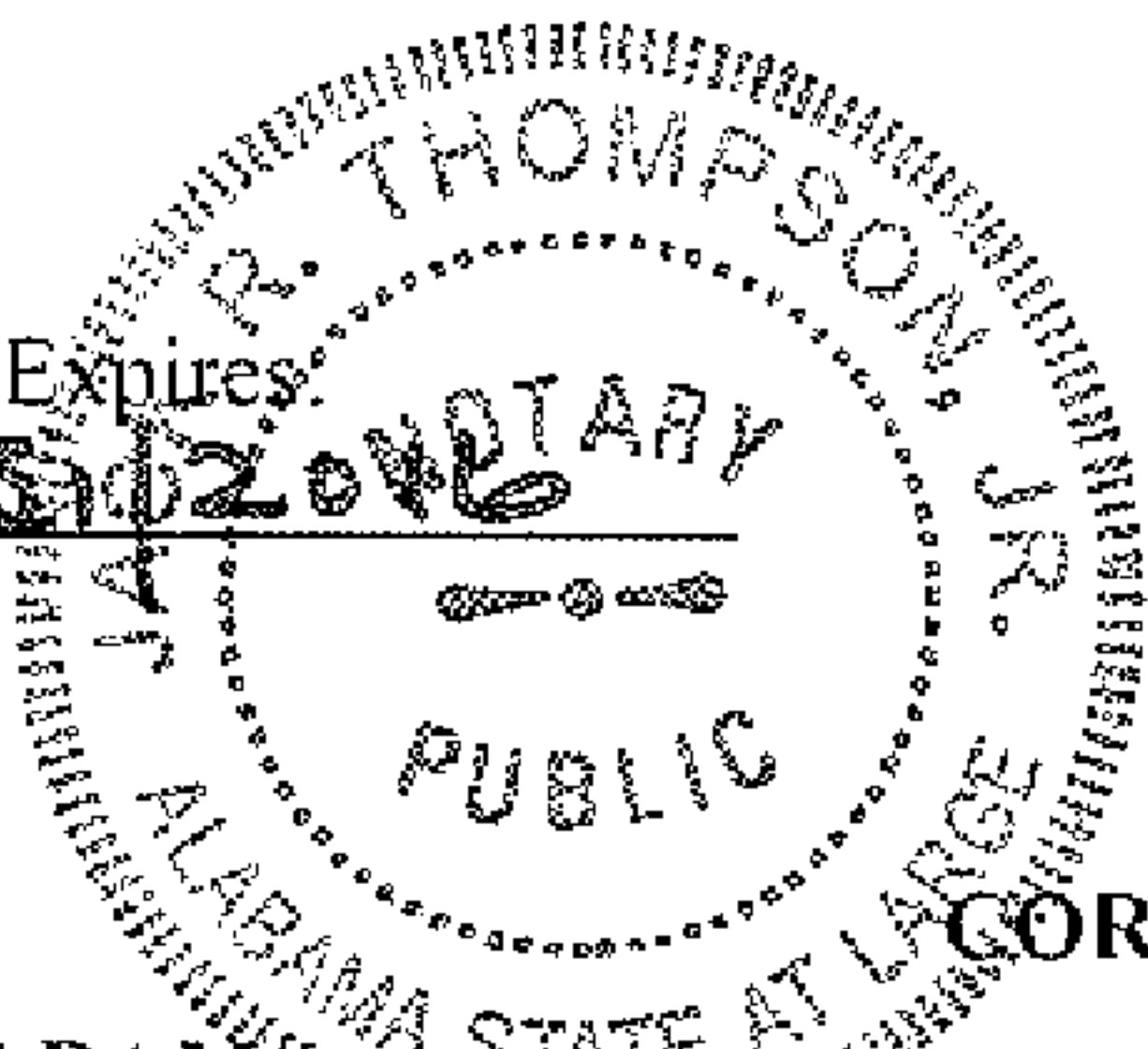
I, Jack R. Thompson Jr., a Notary Public in and for said County in said State, hereby certify that James Angel, whose name as Trustee of First Baptist Church Helena, an Alabama nonprofit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19th day of April, 2016


Notary Public, State of Alabama

My Commission Expires:

10/31/2016



Jack R. Thompson Jr.
Typed or Printed Name of Notary

CORPORATION ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Tefferson

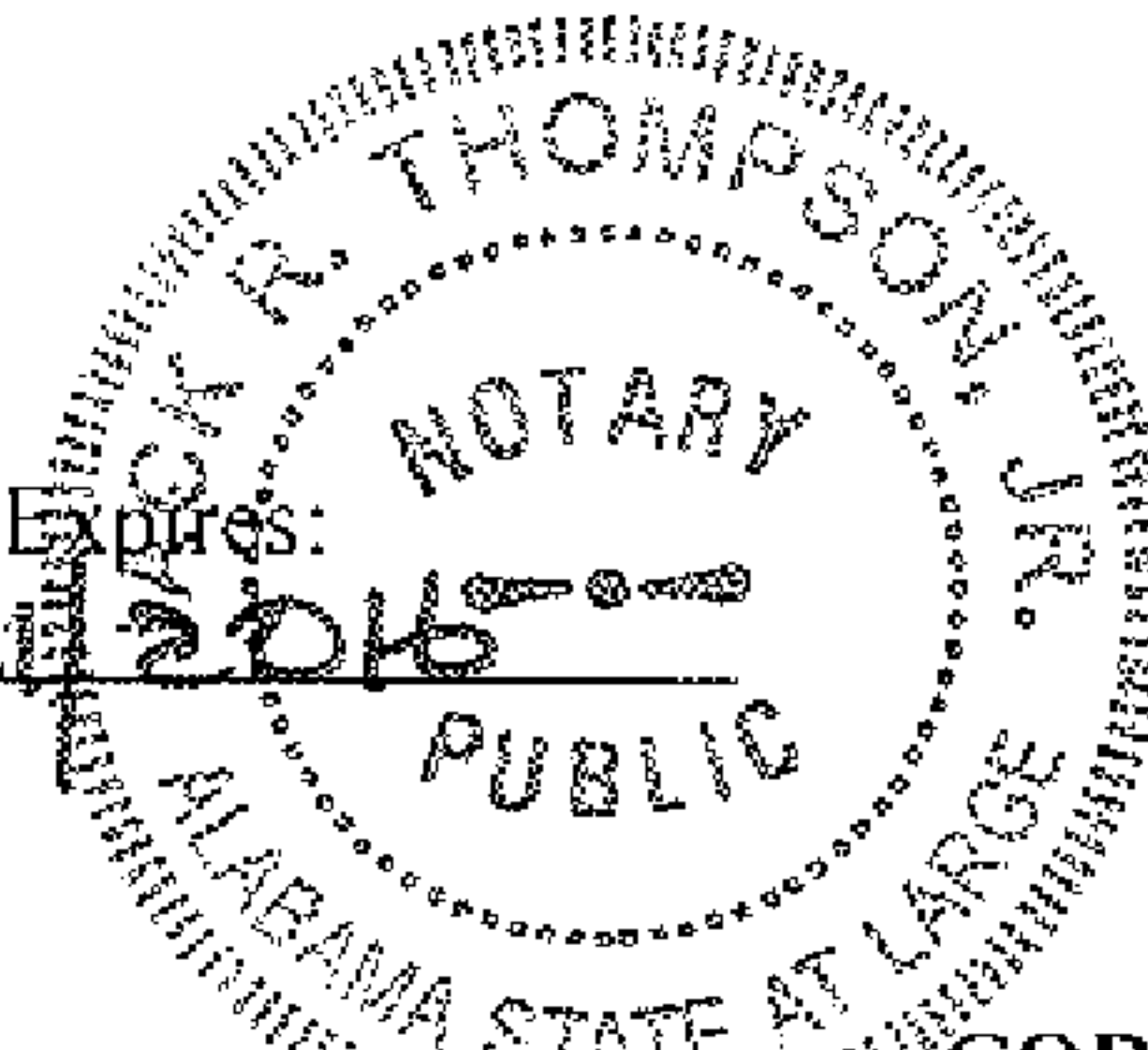
I, Jack R. Thompson Jr., a Notary Public in and for said County in said State, hereby certify that Barry Butts, whose name as Trustee of First Baptist Church Helena, an Alabama nonprofit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19th day of April, 2016


Notary Public, State of Alabama

My Commission Expires:

10/31/2016



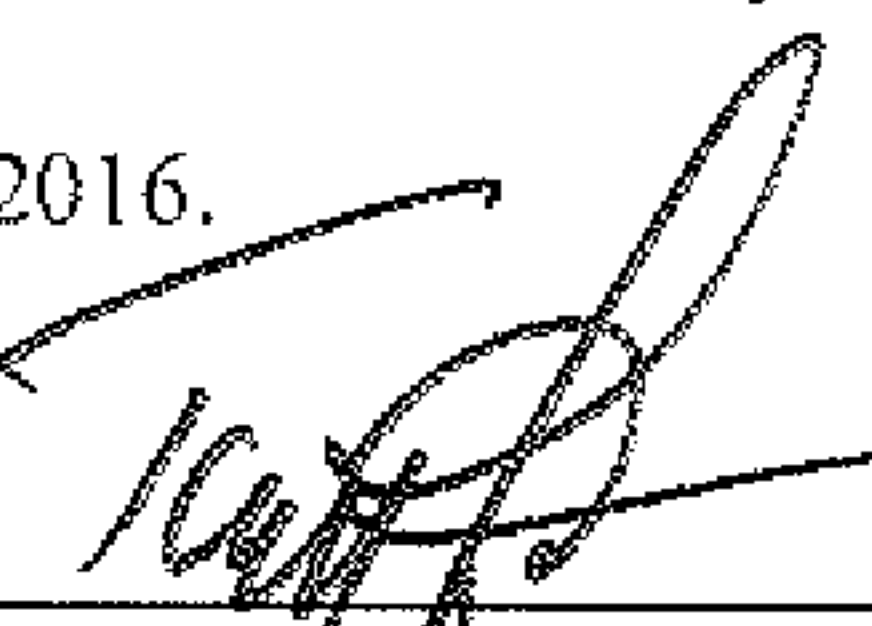
Jack R. Thompson Jr.
Typed or Printed Name of Notary

CORPORATION ACKNOWLEDGMENT

STATE OF ALABAMA
COUNTY OF Tefferson

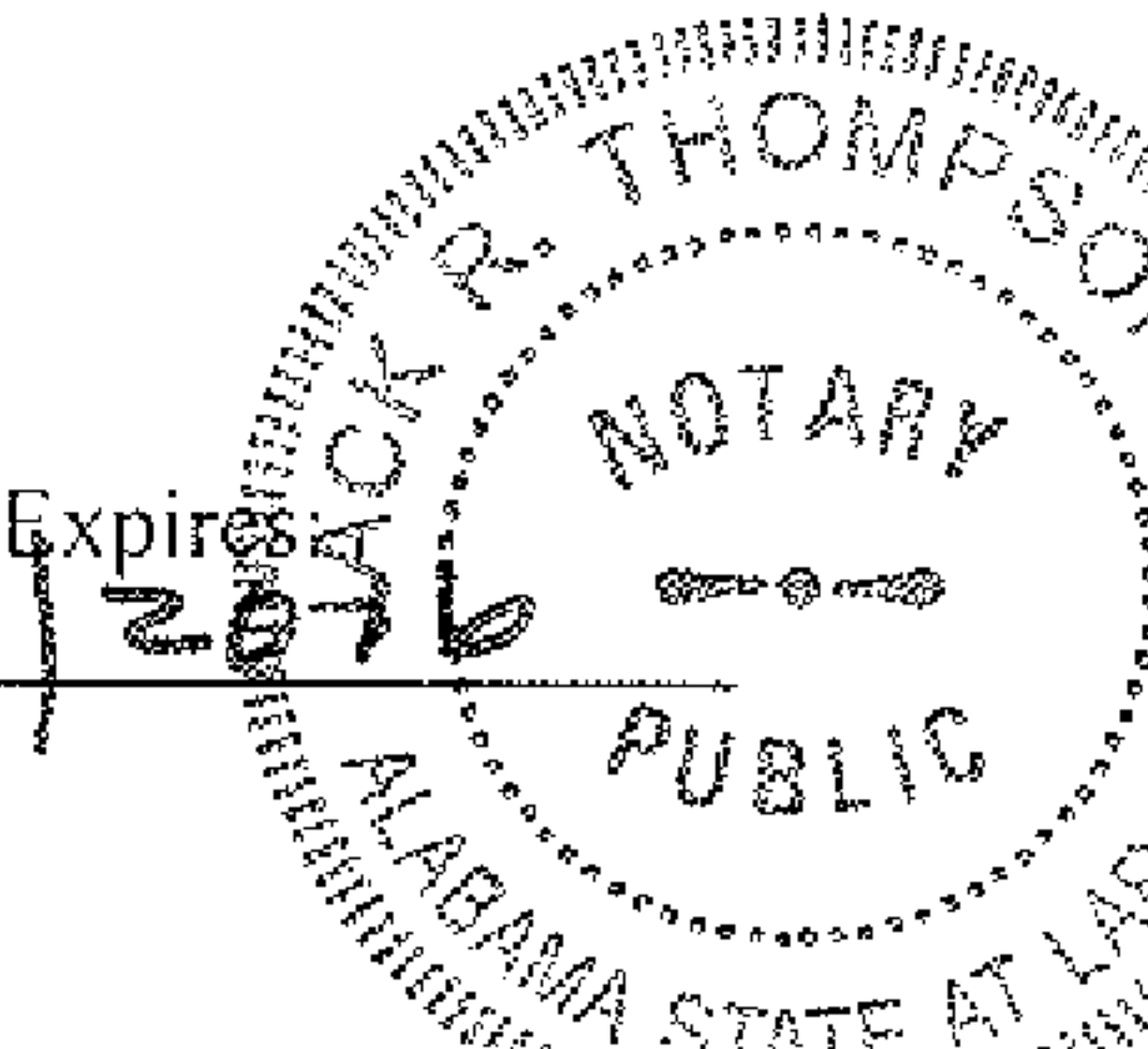
I, Jack R. Thompson Jr., a Notary Public in and for said County in said State, hereby certify that Michael Willingham, whose name as Trustee of First Baptist Church Helena, an Alabama nonprofit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 19th day of April, 2016.


Notary Public, State of Alabama

My Commission Expires:

10/31/2016



Jack R. Thompson Jr.
Typed or Printed Name of Notary

When Recorded Return to:

Baptist Church Loan Corporation
8333 Douglas Ave., Suite 1460
Dallas, TX 75225

PARCEL 1:

A lot in the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West; thence North $12^{\circ}12'26''$ West for a distance of 1221.26 feet to a concrete nail and disk; thence turn a deflection angle to the right of $107^{\circ}07'46''$ for a distance of 542.17 feet to a 5/8" iron rod and cap, said iron being the point of beginning; thence continue along the same direction for a distance of 144.83 feet to an 5/8" iron rod and cap, said iron being on the west Right of Way of Rolling Mill Street; thence turn a deflection angle to the right $87^{\circ}17'39''$ for a distance of 133.40 feet along the west Right of Way to a 1" iron pipe; thence leaving said Right of Way, turn a deflection to the right of $93^{\circ}34'18''$ for a distance of 154.43 feet to a 1" iron pipe; thence turn a deflection angle to the right of $89^{\circ}00'39''$ for a distance of 126.78 feet to the point of beginning.

PARCEL 2:

A lot in the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West, thence run North $06^{\circ}53'12''$ East for a distance of 733.43 feet to an iron rod and cap, said point being the Northern Right of Way County Road 52, said point being the Point of Beginning; thence turn a deflection to the right of $01^{\circ}26'47''$ for a distance of 230.62 feet; thence turn a deflection to the left of $90^{\circ}51'12''$ for a distance of 55.65 feet; thence turn a deflection angle to the left of $02^{\circ}11'46''$ for a distance of 101.80 feet to an iron fence post being the Northeast corner of Parcel #13-5-15-3-002-020.000 Shelby County, Alabama; thence turn a deflection angle to the left of $04^{\circ}04'40''$ for a distance of 78.52 feet to an iron fence post being the Northwest corner of said parcel; thence turn a deflection angle to the left of $85^{\circ}29'31''$ for a distance of 211.68 feet to the southwest corner of said parcel, said point being an iron rod and cap, said point being on Northern Right of Way of Shelby County Road 52, said point being on a curve to the right having a radius of 2,244.73 feet and a delta angle of $00^{\circ}31'27''$; thence turn a deflection to the right, to the chord of $94^{\circ}17'58''$, thence along the curve for a distance of 20.57 feet; thence turn a deflection angle to the right from the previous chord of $90^{\circ}15'42''$ for a distance of 12.50 feet; thence turn a deflection angle to the left of $88^{\circ}57'08''$ for a distance of 58.67 feet; thence turn a deflection angle to the left of $90^{\circ}00'00''$ for a distance of 10.00 feet; thence turn a deflection angle to the right of $91^{\circ}48'23''$ for a distance of 111.23 feet to the East Right of Way of State Highway 261; thence turn a deflection angle to the right of $65^{\circ}48'48''$ and continue North along said Right of Way a distance of 41.61 feet; thence turn a deflection angle to the right of $12^{\circ}26'56''$ for a distance of 46.07 feet; thence turn a deflection angle to the right of $07^{\circ}11'35''$ for a distance of 206.90 feet; thence turn a deflection angle to the right of $89^{\circ}12'58''$ for a distance of 25.00 feet; thence turn a deflection angle to the left of $90^{\circ}00'00''$ for a distance of 100.00 feet to the Southwest corner of Parcel #13-5-15-3-002-020.000 of Shelby County, Alabama; thence leaving said Right of Way turn a deflection angle to the right of $87^{\circ}07'05''$ for a distance of 542.17 feet; thence turn a deflection angle to the right of $91^{\circ}25'38''$ for a distance of 264.11 feet; thence turn a deflection angle to the left of $93^{\circ}01'59''$ for a distance of 161.91 feet; thence turn a deflection angle to the right of $90^{\circ}16'13''$ for a distance of 161.80 feet to the Northern Right of Way of Shelby County Road 52; thence turn a deflection angle right of $88^{\circ}18'51''$ along said Right of Way a distance of 134.16 feet; thence turn a deflection angle left of $90^{\circ}00'00''$ for a distance of 10.00 feet; thence turn a deflection angle right of $90^{\circ}00'00''$ and run a distance of 101.80 feet to the point of curvature of a curve having a radius of 742.59 feet, a delta angle of $02^{\circ}56'51''$, and a deflection angle to the right, to the chord of $01^{\circ}28'25''$; thence along said curve a distance of 38.20 feet; thence turn a deflection angle to the right from the previous chord of $91^{\circ}28'25''$ for a distance of 10.00 feet to the point on a curve having a radius of 732.59 feet, a delta angle of $03^{\circ}05'08''$, and a deflection angle to the left, to the chord of $91^{\circ}36'10''$; thence along said curve a distance of 39.45 feet to the point of beginning.

PARCEL 3:



A lot in the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West described as follows:

Commence at the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 15, Township 20 South, Range 3 West, thence run North 06°53'12" East for a distance of 733.43 feet to an iron rod and cap, said point being the Northern Right of Way County Road 52, said point being the Point of Beginning; thence turn a deflection to the right of 01°26'47" and run a distance of 230.62 feet, thence turn a deflection to the left of 90°51'12" and run a distance of 55.65 feet, thence turn a deflection angle to the left of 02°11'46" and run a distance of 101.80 feet to an iron fence post being the Northeast corner of Parcel #13-5-15-3-002-020.000 Shelby County, Alabama; thence turn a deflection angle left of 93°40'04" and run a distance of 232.2 feet to the Northern Right of Way of Shelby County Road 52, being on a curve to the left having a radius of 2255.83 feet, a delta angle of 03°18'47", and a deflection angle to the left, to the chord of 86°01'38"; thence run along said curve a distance of 130.32 feet to the point of beginning."

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EXHIBIT "A", Page 2 of 2



JEFFERSON
TITLE

www.jeffersontitlecorp.com



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/26/2016 02:31:36 PM
\$2245.70 CHERRY
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