


After Recording Return To Preparer:
Robert O. Burton, P.C.
341 South Chestnut Street
Prattville, Alabama 36067
(334) 365-2686


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Shelby Cnty Judge of Probate, AL
07/29/2016 12:40:03 PM FILED/CERT

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MORTGAGE

DEFINITIONS:

Words used in multiple sections of this document are defined below and other words are defined in Sections 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **“Security Instrument”** means this document, which is dated **July 20, 2016**.

(B) **“Borrower”** and Mortgagor are **CITY OF CALERA, ALABAMA**, and its address is 10947 Hwy 25, Calera, Alabama 35040.

(C) **“Lender”** is collectively, **ROLLING HILLS CONFERENCE CENTER, INC., An Alabama Nonprofit Corporation, and ROLLING HILLS RV PARK, INC., An Alabama Corporation**. Lender’s address is 521 Hwy 304, Calera, Alabama 35040. Lender is the mortgagee under this Security Instrument.

(D) **“Note”** means the promissory note signed by Borrower and dated **July 20, 2016**. The Note states that Borrower owes Lender **One-Million-Seven-Hundred-Fifty-Thousand-and-NO/100 Dollars (\$1,750,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2031**.

(E) **“Property”** means the property that is described below under the heading “Transfer of Rights in the Property.”

(F) **“Loan”** means the debt evidenced by the Note, plus interest, and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, nonappealable judicial opinions.

(H) **“Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(I) **“Periodic Payment”** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(J) **“Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to Lender, with power of sale, the following described property located in the County of Shelby, Alabama:

SEE "EXHIBIT A," WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

which currently has the address of **521 Hwy 304, Calera, Alabama 35040 ("Property Address")**.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; or (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

~~3. INTENTIONALLY OMITTED. NOT APPLICABLE~~

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, and leasehold payments or ground rents on the Property.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this

Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within ten (10) days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time re-mappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying

insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within thirty (30) days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The thirty (30) day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

~~6. INTENTIONALLY OMITTED. NOT APPLICABLE~~

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Misrepresentations. Borrower shall be in default if Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

~~**10. INTENTIONALLY OMITTED. NOT APPLICABLE**~~

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest

of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns Bound. Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. The notice address shall be the Borrower's address above unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address above unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument, the word “may” gives sole discretion without any obligation to take any action.

~~17. INTENTIONALLY OMITTED. NOT APPLICABLE.~~

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, “Interest in the Property” means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower’s Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower’s right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys’ fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender’s interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender’s interest in the Property and rights under this Security Instrument, and Borrower’s obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as

selected by Lender: (a) cash; (b) money order; or (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

~~**21. INTENTIONALLY OMITTED. NOT APPLICABLE.**~~

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three (3) consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of Shelby County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the persons or entities legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Executed this 20th day of JULY, 2016, for and as the act of the Borrower by Mayor Jon G. Graham, voluntarily and with full authority of the Borrower, at the Office of the Borrower. The authority to enter into this transaction is given through Resolution No. 2016-03, which is attached hereto and incorporated herein by reference as "Exhibit B."

THE CITY OF CALERA, ALABAMA


JON G. GRAHAM, MAYOR

ATTESTED BY:


CONNIE B. PAYTON, CITY CLERK

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that JON G. GRAHAM and CONNIE B. PAYTON, whose names are signed to the foregoing Mortgage, as Mayor and City Clerk respectively, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said Mortgage, they executed the same voluntarily and with full authority for and as the act of the City of Calera, Alabama, on the day the same bears date.

Given under my hand and seal this the 20th day of JULY, 2016.

SEAL


NOTARY PUBLIC
My Commission Expires: 6/3/20



20160729000267360 11/20 \$73.00
Shelby Cnty Judge of Probate, AL
07/29/2016 12:40:03 PM FILED/CERT

EXHIBIT A

Part of the W 1/2 of the SW 1/4 of Section 3 and part of the E 1/2 of the SE 1/4 of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southeast corner of the SW 1/4 of the SW 1/4 of said Section 3 and run thence Northwardly along the East line thereof and along the East line of the NW 1/4 of the SW 1/4 of said Section 3 feet a distance of 2672.50 feet to the Northeast corner of last said quarter-quarter section; thence turn 88 degrees 32 minutes 41 seconds left and run Westwardly along the North line of last said quarter-quarter section 1292.31 feet to the Northwest corner of last said quarter-quarter section; thence turn 90 degrees 49 minutes 21 seconds left and run Southwardly along the West line of last said quarter-quarter section 558.71 feet; thence turn 37 degrees 10 minutes right and run Southwestwardly 349.0 feet; thence turn 3 degrees 54 minutes right and continue Southwestwardly 293.75 feet; thence turn 29 degrees 18 minutes left and run Southwestwardly 121.90 feet; thence turn 110 degrees 08 minutes left and run Southeastwardly 320.10 feet; thence turn 28 degrees 40 minutes right and run Southeastwardly 119.34 feet to a point on the West line of last said quarter-quarter section; thence turn 89 degrees 42 minutes right and run Southwestwardly along last said quarter-quarter section line 160.34 feet to the Southwest corner of last said quarter-quarter section; thence turn 39 degrees 27 minutes right and run Southwestwardly 387.86 feet to a point on the Northeastly right of way line of County Road No. 304, said point lying on a curve having a radius of 598.92 feet; thence turn left 90 degrees to tangent and run Southeastwardly along the arc of said curve, as it curves to the right and along said right of way line 451.20 feet to the end of said curve; thence turn from tangent of said curve 90 degrees left and run Northeastwardly 15.0 feet; thence turn 90 degrees right and run Southeastwardly 656.52 feet to a point on the South line of the SW 1/4 of the SW 1/4 of said Section 3; thence turn 81 degrees 31 minutes 03 seconds left and run Eastwardly along last said quarter-quarter section line 1255.56 feet to the point of beginning. Situated in Shelby County, Alabama.

LESS AND EXCEPT:

Begin at the NE corner of the NW 1/4 of the SW 1/4 of Section 3, Township 22 South, Range 2 West; then run N 89 degrees 39 minutes 31 seconds W along the North line of said 1/4 - 1/4 section for 1355.46 feet to NW corner of said 1/4 - 1/4 section; thence run S 00 degrees 17 minutes 12 seconds W along the West line of said 1/4 - 1/4 section for 50.00 feet; thence run S 89 degrees 39 minutes 31 seconds E for 359.38 feet; thence run S 66 degrees 43 minutes 26 seconds E for 149.81 feet; thence run S 89 degrees 39 minutes 31 seconds E for 726.59 feet; thence run S 54 degrees 38 minutes 25 seconds E for 159.65 feet; thence run N 01 degrees 04 minutes 24 seconds for 200 feet to the POINT OF BEGINNING.



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EXHIBIT B

RESOLUTION NO. 2016-03

**A RESOLUTION AUTHORIZING AGREEMENT FOR THE
PURCHASE OF REAL ESTATE FOR RECREATION AND OTHER
PUBLIC PURPOSES**

WHEREAS, the City of Calera, Alabama, has negotiated a purchase of real property from Rolling Hills Conference Center, Inc. and Rolling Hills RV Park, Inc., the terms of which are incorporated in a Real Estate Purchase/Sales Contract, a copy of which is attached to this Resolution and is incorporated herein by reference; and

WHEREAS, the City Council has determined that the real property will be useful and beneficial for recreation and other public purposes and will benefit the citizens of the City of Calera and the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Calera, Alabama, as follows:

1. That the Mayor and City Clerk are authorized and directed to execute for the City of Calera the Agreement for the Real Estate Purchase/Sales Contract, a copy of which is attached to this Resolution.
2. That the Mayor, City Clerk, and City Attorney are hereby authorized and directed to execute such documents and perform such acts as are necessary to carry out the terms of the Contract on behalf of the City of Calera.

Council Member Phillips moved that Resolution No. R-2016-03 be adopted. Council Member Bradshaw seconded said motion and upon vote, the results were as follows:

AYES: Montgomery, Watts, Bradshaw, Graham, Busby, Phillips

NAYS: None

Mayor Graham declared Resolution No. R-2016-03 adopted.

Adopted this 17th day of May, 2016.

ATTEST:



Connie B. Payton, City Clerk



Jon G. Graham, Mayor

STATE OF ALABAMA

COUNTY OF SHELBY

REAL ESTATE PURCHASE/SALES CONTRACT

This agreement is made and entered into on the day herein expressed by and between **CITY OF CALERA, ALABAMA**, hereinafter referred to as "Purchaser," and **ROLLING HILLS CONFERENCE CENTER, INC.** and **ROLLING HILLS RV PARK, INC.**, hereinafter referred to as "Seller," whether one or more.

Seller agrees to sell and convey unto Purchaser, and Purchaser agrees to purchase from Seller, upon the following terms and conditions, that property more particularly described in "Exhibit A," which is attached hereto and incorporated herein by reference, situated in Shelby County, Alabama, in its "AS IS" condition without any warranties, expressed or implied, and subject to any and all existing covenants, restrictions, reservations (including mineral and mining rights), rights-of-way, easements of record, zoning ordinances, leases and/or liens or encumbrances incurred in this transaction.

1. **PURCHASE/SALES PRICE:** **\$ 2,000,000.00**

OWNER FINANCING: **\$ 1,750,000.00**

Seller will receive a Promissory Note and Mortgage from Purchaser. Payments shall be made electronically on dates designated by Seller for Fifteen (15) years with a two percent (2%) interest annually.

CASH DUE AT CLOSING: **\$ 250,000.00**

2. **CLOSING COSTS TO BE PAID AS FOLLOWS:** Purchaser shall pay all closing costs and its Attorney's Fees. Seller shall pay its Attorney Fees. Robert O. Burton, P.C., shall prepare the necessary closing documents.

3. **CLOSING AND POSSESSION DATES:** The sale shall be closed and a Warranty Deed delivered no later than sixty (60) days from the execution of this contract, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on the delivery of the deed, if the property is then vacant; otherwise, possession shall be given one (1) day after delivery of the deed. Time is of the essence in the performance of any obligations or undertakings of this Contract.

4. **DISCLAIMERS BY SELLER:** The Seller does not make any representations or warranties regarding the condition of the property except to the extent expressly and specifically

set forth herein. Unless otherwise stated herein, said property is sold in "AS IS" condition without any warranties express or implied. Purchaser has the obligation to determine, whether personally or through or with a representative of Purchaser's choosing, any and all conditions of the property material to Purchaser's decision to buy the property, including without limitation, the condition of the heating, cooling, plumbing, electrical and gas systems, and any built-in appliances, the roof (and basement, if applicable), including leaks therein, the age, size, square footage, or area of the property, construction materials, including floors, structural condition, flood zone, utility and sewer or septic tank availability and condition, and any other matters affecting its purchase of the property. Seller warrants that there is no unpaid indebtedness on the subject property except as described in this contract or that which will be paid off at closing in full. Seller warrants that Seller has good and marketable title to the above-described property. These warranties shall survive the delivery of the deed.

5. FIXTURES AND APPURTENANCES: All of the following that are now situated and attached to the premises, remain and form a part of this sale: heating and air conditioning equipment, draperies, curtains, blinds, and related equipment, (including traverse rods and cornice boards), chandeliers, TV antennas, satellite dish and related equipment, installed exterior gas or electric lights, doorbell, mantels, water heaters, plumbing fixtures, light fixtures, switch plates, attic fans, ceiling fans, gas logs, wall-to-wall carpeting, kitchen range, disposal, dishwasher, trash compactor, built-in microwave, refrigerator, fences, mailboxes, outbuildings, utility sheds, trees and shrubbery.

6. PRORATION: All taxes (if applicable) shall be prorated as of the date of closing, with Purchaser to pay the costs from the date of closing. The tax proration herein called for shall be based upon information obtained from the Tax Assessor or Tax Collector's office. Any changes in such assessment after closing shall be adjusted accordingly between Purchaser and Seller.

7. CONVEYANCE AND DEED: Seller shall provide to Purchaser a standard form title insurance binder issued by a company qualified to insure title in Alabama, in the amount of the purchase price, insuring Purchaser against loss on account of any defect or encumbrance in the title, unless herein excepted. Said title binder shall be accepted by local practice, disclosing a good and merchantable fee simple title, subject to taxes for the current year, easements, covenants, restrictions and matters of record which under local practice do not interfere with Purchaser's use of the property, except as otherwise stated in this agreement. If the title binder fails to show a good and merchantable fee simple title, Seller shall have a reasonable time (not to exceed thirty (30) days) after receipt of written notice of defects from the Purchaser to cure such defect and make said title merchantable. If Seller is unable to provide a good and merchantable fee simple title within thirty (30) days, Purchaser may waive such defect and elect to purchase said property. At closing, Seller shall convey title by warranty deed. Seller agrees to convey said property to Purchaser by Warranty Deed free of all encumbrances, and Seller and Purchaser agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. If Seller's title proves to be defective and Seller cannot cure said defects, this Contract is void.

8. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this contract or accepting the property in its then condition. If Purchaser elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

9. **DEFAULT/LEGAL REMEDIES:** If Seller defaults by wrongfully refusing to sell, or otherwise breaching this agreement, and the property does not close, Seller agrees Purchaser may either pursue all remedies available to Purchaser at law or in equity including, but not limited to, Specific Performance or in the event of a breach, Purchaser may waive such breach and elect to purchase said property. If Purchaser defaults by wrongfully refusing to purchase, or by breaching this agreement, and the property does not close, Purchaser agrees Seller may pursue all remedies available to Seller at law and equity including, but not limited to, Specific Performance. In the event of default by either Seller or Purchaser, all reasonable attorney fees and court costs may be recoverable against the defaulting party.

10. **ORAL STATEMENTS NOT BINDING:** No oral statement, representation, promise or inducement shall have any validity nor shall be a part of this agreement. All covenants, promises and understandings written herein survive the closing. All rights, privileges, obligations and duties hereby granted or assumed shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

11. **SEVERABILITY OF TERMS:** If any provision of this agreement is deemed to be unlawful or is rendered inoperative by operation of law, then such provision shall be severed and the remaining provisions shall be enforced unless such severance shall render the agreement meaningless or shall work a manifest injustice on either party. If at any time all or any part of any provision of this Agreement shall be held to be invalid or unenforceable in any particular jurisdictions or circumstances, the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable to the fullest extent permitted by law as though any invalid or unenforceable provision had not been included therein.

12. **AMENDMENTS:** This Agreement may be amended by the parties only by a written agreement executed by both parties.

13. **NOTICES:** Any notices required or permitted by this contract to be given by one party to the other party shall be made in writing and shall be deemed to have been given when deposited in the United States Post Office, Registered or Certified Mail, postage prepaid, return receipt requested and addressed as follows:

Seller: Rolling Hills Conference Center, Inc.

521 Hwy 304
Calera, AL 35040

Seller: Rolling Hills RV Park, Inc.
521 Hwy 304
Calera, AL 35040

Purchaser: City of Calera, Alabama
10947 Hwy 25
Calera, AL 35040

14. **NONWAIVER:** Both parties agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement.

15. **ASSIGNMENT:** This contract may not be assigned by either party without the express written consent of the other party, and it is binding on the successors and assigns of each party.

16. **RIGHT OF INSPECTION:** Purchaser has the right and obligation to make any professional inspections by licensed or certified inspectors or contractors, at Purchaser's expense, prior to the expiration of exactly ten (10) consecutive calendar days of contract's acceptance by all parties as indicated below. The utilities for the property will be made available by Seller for the Purchaser's inspection. Failure of Purchaser to provide a copy of any professional inspection reports within this ten (10) consecutive day time period on which the Purchaser has identified the necessary items to be repaired or replaced, constitutes a waiver of same, and Purchaser relinquishes any right to rely thereon and releases Seller from all liability. Seller reserves the right to correct said defective conditions, not to exceed a cost deemed reasonable to Seller or as agreed to in writing by the Seller and Purchaser. If Seller does not agree to correct said defective conditions, or an agreement is not made between Seller and Purchaser, Purchaser has the option to accept the property "AS IS" or may cancel the purchase/sales contract.

17. **ALABAMA WOOD INFESTATION INSPECTION REPORT:** In the event that an Alabama wood infestation report is requested, it should be dated not more than thirty (30) days prior to closing. Should the report indicate active or previous infestation or damage from Subterranean Termites, Powder Post Beetles, Wood Boring Beetles, Dry Wood Termites or Wood Decaying Fungus, Seller may repair the same, or if Seller refuses, Purchaser may terminate this agreement, or agree to pay for the repairs of the same, or accept the property so damaged.

18. **FINAL WALK-THROUGH INSPECTION:** Purchaser shall have the right to make a final inspection just prior to closing to determine that there have been no material changes in condition of the property since the time of the inspections. If material changes in

condition of the property during the contract period are discovered, the Seller shall repair and restore the property to its previous condition.

19. ADDITIONAL PROVISIONS: Unless excepted herein, Seller warrants that they have not received any notification from any governmental agency of any pending public improvements, or requiring any repairs, replacements, or alterations to said premises that have not been satisfactorily made.

Purchaser shall honor and conduct current events planned through the coming summer and fall. Any deposit paid for events scheduled after closing will be credited toward the Purchase Price. Rents, if any, shall be prorated through the date of closing, and all rent deposits shall be transferred to Purchaser.

Seller will provide Purchaser with written statements from adjacent property owner Eddie Lumpkin concerning ingress and egress to the property and the vegetation to be planted when the adjacent property is developed.

Seller will provide Purchaser with any other written agreements from any and all adjoining property owners regarding the property.

Purchaser's obligation to purchase is conditioned upon appraisal of the property for an amount equal to or greater than the purchase price. Purchaser shall pay the cost of the appraisal.

20. SELECTION OF ATTORNEY: Each of the parties acknowledges that they are represented at all times in connection with this contract by an attorney of their own choosing at their own expense.

21. ENTIRE AGREEMENT AND HEADINGS: This contract states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect. Headings contained here are for information and descriptive purposes and are not to be utilized in interpretation of this agreement.

Executed this 20th day of MAY, 2016.

Rolling Hills Conference Center, Inc.
Seller

By: H. Lamar Smith 5-20-2016
Its: Chairman of The Board

Rolling Hills RV Park, Inc.
Seller

By: *J. L. Smith* *5-20-2016*
Its: *Chairman of The Board*

City of Calera, Alabama
Purchaser

By: *Jones* *5.20.2016*
Its: *MAYOR*



Exhibit A

Address: 521 Hwy 304, Calera, AL 35040

Legal Description:	Tax parcel # 28 2 03 0 000 017.001 8.2 acres
	Tax parcel # 28 2 03 0 000 017.000 68 acres
	Tax parcel # 28 2 04 0 001 042.000 1.46 acres
	Tax parcel # 28 2 04 0 001 041.000 3.00 acres



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