


This instrument prepared by
and after recording return to:

Ray D. Gibbons, Esq.
Gibbons Law LLC
100 Corporate Parkway, Suite 125
Birmingham, Alabama 35242


20161229000473340 1/11 \$19545.00
Shelby Cnty Judge of Probate, AL
12/29/2016 02:26:17 PM FILED/CERT

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of December 19, 2016, by **ASBURY UNITED METHODIST CHURCH**, an Alabama non-profit corporation (the "Borrower"), whose address is One Asbury Way, Birmingham, Alabama 35242, Attention: Bob Suellentrop and Michael R. Gibbs, in favor of **SERVISFIRST BANK**, an Alabama banking corporation (the "Bank"), whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Ron O. Morrison and Nic Balanis. Any capitalized term used herein but not defined shall have the meaning ascribed to such term in that certain Credit Agreement of even date herewith between Borrower and Bank (as amended from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, Borrower is justly indebted to Bank in the principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00), or such portion thereof as has been disbursed from time to time under the provisions of the Credit Agreement, such indebtedness being represented by the Note; and

WHEREAS, Borrower desires to secure the Obligations, including, but not limited to, the obligation to pay the principal of and interest on the Note, all in accordance with the respective terms of the Credit Agreement and the other Loan Documents, including all Indemnified Losses and Default Costs; and

WHEREAS, the execution, delivery and performance of this Mortgage have been duly authorized by all requisite action by Borrower, including, but not limited to, the consent of the Pastor of Borrower and the District Superintendent of the United Methodist Church, Birmingham-East District, North Alabama Conference (a copy of which is attached hereto as Exhibit B).

NOW, THEREFORE, for and in consideration of Bank making the Loan and to secure the prompt payment and performance of the Obligations, Borrower does hereby irrevocably CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE and set over unto Bank, and its successors and assigns, all of Borrower's Interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the

Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

TO HAVE AND TO HOLD the Mortgaged Property and all parts, rights, members and appurtenances thereof, to the use and benefit of Bank and the successors, successors in title and assigns of Bank, forever; and Borrower covenants that Borrower is lawfully seized and possessed of Borrower's Interest in and to the Mortgaged Property as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth in Exhibit A hereto, and Borrower hereby warrants and will forever defend the title thereto against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit A.

The Lien of this Mortgage automatically will attach to any further, greater, additional or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time hereafter acquired by Borrower by whatsoever means and without any further action or filing or recording on the part of Borrower or Bank or any other Person.

BORROWER HEREBY COVENANTS AND AGREES WITH BANK AS FOLLOWS:

ARTICLE I

1.01 Payment and Performance of Loan Documents. Borrower will perform, observe and comply with all the provisions hereof, and of each of the other Loan Documents, including, but not limited to, the due and punctual payment of the principal amount due under the Note, together with interest thereon, and all other sums of money required to be paid by Borrower pursuant to any one or more of the Loan Documents.

1.02 Security Agreement. With respect all personal property (the "Personal Property") constituting part of the Mortgaged Property which is subject to the provisions of Article 9 of the Uniform Commercial Code as enacted in the state wherein the Land is situated (the "UCC"), this Mortgage is hereby made and declared to be a security agreement encumbering each and every item of such Personal Property in compliance with the provisions of the UCC, and Borrower hereby grants to Bank a security interest in said Personal Property. Borrower authorizes Bank to file a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such Personal Property. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage, or otherwise in respect of an Event of Default, shall be (a) as prescribed herein or in any other Loan Document with respect thereto, or (b) as prescribed by applicable Law, including the UCC, all at Bank's sole election. Borrower agrees that the filing of such financing statement(s) in the records normally having to do with personal property shall not in any way affect the agreement of Borrower and Bank that everything used in connection with the production of income from the Mortgaged Property or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an Exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any

time. Similarly, the mention in any such financing statement(s) of the rights in and to (A) the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain proceedings for taking or for loss of value, or (C) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Bank as determined by this instrument or affect the priority of Bank's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement(s) is solely for the protection of Bank in the event any court shall at any time hold, with respect to the foregoing items (A), (B), or (C), that notice of Bank's priority of interest, to be effective against a particular class of persons, must be filed in the UCC records. This Mortgage may be filed as a financing statement in any office where Bank deems such filing necessary or desirable and Borrower will promptly upon demand reimburse Bank for the costs therefor.

1.03 Use of Mortgaged Property. Borrower shall at all times operate the Mortgaged Property as a church sanctuary and related purposes. Borrower shall not be permitted to alter or change the use of the Mortgaged Property without the prior written consent of Bank.

1.04 Conveyance of Mortgaged Property. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not directly or indirectly encumber (by Lien, junior mortgage, or otherwise), pledge, convey, transfer or assign any or all of its interest in the Mortgaged Property without the prior written consent of Bank.

1.05 Acquisition of Collateral. Except as otherwise expressly permitted by the Credit Agreement, Borrower shall not acquire any Personal Property subject to any Lien taking precedence over the Lien of this Mortgage.

ARTICLE II

2.01 Events of Default. The term "Event of Default", wherever used in this Mortgage, shall mean an "Event of Default" as defined in the Credit Agreement.

2.02 Rights and Remedies.

(a) If an Event of Default shall have occurred, then in addition to the rights and remedies provided for under any other Loan Document or under applicable Law, then at the option of Bank this Mortgage may be foreclosed in any manner now or hereafter provided by Alabama law, and to the extent provided or allowed by Alabama law, Bank, or its agent, may sell the Mortgaged Property or any part of the Mortgaged Property at one or more public sales before the front or main door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required. At any such sale, Bank may execute and deliver to the purchaser a conveyance of the Mortgaged Property or any part of the Mortgaged Property. Bank shall have the right to enforce any of its remedies set forth herein without notice to Borrower, except for such notice as may be required by law. In the event of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or

pursuant to any order in any judicial proceedings or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels and in such manner or order as Bank in its sole discretion may elect, and if Bank so elects, Bank may sell the personal property covered by this Mortgage at one or more separate sales in any manner permitted by the UCC, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations are paid in full. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Bank at its option may exhaust the remedies granted under any of said security instruments or this Mortgage either concurrently or independently, and in such order as Bank may determine.

Said sale may be adjourned by Bank, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(b) In the event of any sale of the Mortgaged Property as authorized by this Section, all prerequisites of such 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 non-payment or non-performance of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other 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.

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

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

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

2.06 Waiver of Homestead. Borrower hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of

any state, in and to the Mortgaged Property as against the collection of the Obligations, or any part thereof.

2.07 Leases. Bank, at its option, is authorized to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceeding instituted by Bank to collect the sums secured hereby.

2.08 Discontinuance of Proceedings. In case Bank 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 Bank, then in every such case, Borrower and Bank shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Bank shall continue as if no such proceedings had occurred.

ARTICLE III

3.01 Successors and Assigns. This Mortgage shall be binding upon Borrower, its successors and assigns and subsequent owners of the Mortgaged Property, or any part thereof, and shall inure to the benefit of the Bank and its successors and assigns and any holder of the Obligations.


3.02 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Alabama.

3.03 Notices. All notices provided for herein shall be given and deemed received when given and received in accordance with the terms of the Credit Agreement.

3.04 Assignment. This Mortgage is assignable by Bank and any assignment of this Mortgage by Bank shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Bank.

3.05 Future Advances. Upon request of Borrower, Bank, at Bank's option so long as this Mortgage secures indebtedness held by Bank, may make future advances to Borrower. Such future advances, with interest thereon, shall be secured hereby if made under the terms of this Mortgage, the Credit Agreement or any other Loan Document, or if made pursuant to any other promissory note, instrument or agreement stating that sums advanced thereunder are secured hereby.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

ASBURY UNITED METHODIST CHURCH,
an Alabama non-profit corporation

By: Bob Suellentrop
Printed Name: Bob Suellentrop
Printed Title: Chairperson of the Board of Trustees

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned Notary Public in and for said County in said State, hereby certify that Bob Suellentrop, whose name as Chairperson of the Board of Trustees of Asbury United Methodist Church, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 5 day of December, 2016.

[SEAL]

James S. Hamilton
Notary Public
My Commission Expires: 10/19/19



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EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

Parcel I:

Begin at the SW corner of the SW 1/4 of NW 1/4 of Section 5, Township 19 South, Range 1 West; thence East along the south line of same, 1333.91 feet to the SE corner of said 1/4-1/4 Section; thence 89 degrees, 23 minutes left North along the east line of said 1/4-1/4 Section, 987.38 feet; thence 90 degrees, 55 minutes left West, 1343.23 feet to the west line of said 1/4-1/4 Section; thence 89 degrees, 37 minutes left South, 11.72 feet; thence 88 degrees, 59 minutes left East 50.00 feet; thence 88 degrees, 59 minutes right South 359.41 feet to the north line of Ford Crest Drive; thence 106 degrees, 43 minutes right Northwest along said Drive, 52.21 feet to the west line of said 1/4-1/4 Section; thence 106 degrees, 43 minutes left South along said West line, 622.69 feet to point of beginning, being situated in Shelby County, Alabama.

LESS AND EXCEPT:

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at a 2" diameter open top pipe found at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 00 degrees 29 minutes 13 seconds East along the East line of said Southwest 1/4 of the Northwest 1/4 for 331.15 feet to a rebar found and the POINT OF BEGINNING; thence proceed South 00 degrees 30 minutes 04 seconds East and continuing along the east line of said Southwest 1/4 of Northwest 1/4 for 692.40 feet to a point on a curve to the right, said curve being non-tangent to the last described course and having a central angle of 03 degrees 43 minutes 33 seconds, a radius of 530.00 feet and a chord which bears North 11 degrees 58 minutes 12 seconds West, for 34.46 feet; thence proceed Northwesterly along the arc of said curve for 34.46 feet to the end of said curve; thence proceed North 10 degrees 06 minutes 25 seconds West and tangent to the last described curve for 194.85 feet to the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of 76 degrees 12 minutes 04 seconds, a radius of 545.00 feet, and a chord which bears North 48 degrees 12 minutes 27 seconds West for 672.58 feet; thence proceed Northwesterly along the arc of said curve for 724.83 feet to a point; thence proceed North 03 degrees 41 minutes 31 seconds East along a line that is non-tangent to the last described curve for 5.00 feet to a point on a curve to the left, said curve being non-tangent to the last described course and having a central angle of 04 degrees 55 minutes 47 seconds, a radius of 550.00 feet and a chord which bears North 88 degrees 46 minutes 22 seconds West, for 47.31 feet; thence proceed Northwesterly along the arc of said curve for 47.32 feet to a point; thence proceed North 88 degrees 45 minutes 44 seconds East for 583.85 feet to the POINT OF BEGINNING.

Together with the following property:

Commence at the SE corner of the SE 1/4 of the NE 1/4 of Section 6, Township 19 South, Range 1 West; thence North along the East line of said 1/4-1/4 Section 325.00 feet to the point of beginning; thence continue along the last named course 60.00 feet; thence 89 degrees, 58 minutes left West 1270.76 feet to the east right of way line of Highway No. 119; thence 60 degrees 17 minutes left Southwest along said right of way, 69.09 feet; thence 119 degrees, 43 minutes left East 1305.04 feet to the point of beginning, being situated in Shelby County, Alabama.

Parcel II:

Part of the SE 1/4 of the NE 1/4 of Section 6, Township 19 South, Range 1 West, and the SW 1/4 of the NW 1/4 of Section 5, Township 19 South, Range 1 West, and all of Lot 1, according to the Survey of the Ford Subdivision, as recorded in Map Book 9, Page 20, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of said Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, and run North along the east line of same, 385.00 feet to the Point of Beginning of herein described property; thence a deflection angle left of 89 deg. 57 min. 48 sec. and run in a Westerly direction 1269.07 feet to the Southwest corner of the Lot 1, of said Ford Subdivision, said corner being on the southeasterly right of way of Alabama Highway No. 119 (Cahaba Valley Road); thence an interior angle of 59 deg. 27 min. 55 sec. and run to the right in a Northeasterly direction along said right of way, 310.54 feet to the Northwest corner of said Lot 1; thence an interior angle of 93 deg. 05 min. 57 sec. and run the right in a Southeasterly direction along the common line of Lots 1 & 2 of said Ford Subdivision 279.21 feet to the northeast corner of said Lot 1; thence an interior angle of 269 deg. 57 min. 33 sec. and run the left in a Northeasterly direction along the southeasterly line of said Lot 2, a distance of 128.07 feet; thence an interior angle of 99 deg. 03 min. 49 sec. and run to the right in a Southeasterly direction, 210.14 feet; thence an interior angle of 260 deg. 59 min. 45 sec. and run to the left in a Northeasterly direction, 207.00 feet to a point on the southwesterly line of Ford Crest Drive (a 20.00 foot Private Drive); thence an interior angle of 100 deg. 40 min. 53 sec. and run to the right in a Southeasterly direction along said southwesterly line of Ford Crest Drive, 384.82 feet; thence an interior angle of 270 deg. 03 min. 25 sec. and run to the left in a Northeasterly direction 338.96 feet; thence an interior angle of 105 deg. 40 min. 05 sec. and run to the right in an Easterly direction 93.54 feet; thence an interior angle of 91 deg. 02 min. 54 sec. and run to the right in a Southerly direction, 359.35 feet; thence an interior angle of 73 deg. 18 min. 02 sec. and run to the right in a Northwesterly direction, 52.21 feet to a point on the east line of said SE 1/4 of the NE 1/4 of the Section 6, Township 19 South, Range 1 West; thence an interior angle of 286 deg. 41 min. 53 sec. and run to the left in a Southerly direction along said east line of said 1/4-1/4 Section, 237.69 feet to the Point of Beginning.

Less and except any portion of the private road known as Ford Crest Drive.

EXHIBIT "B"
CONSENT OF PASTOR AND DISTRICT SUPERINTENDENT

CONSENT

The undersigned, Rev. Dr. Kip LAXSON, as the pastor of Asbury United Methodist Church, an Alabama non-profit corporation (the "Corporation"), and Rev. Dr. William Morgan, as the District Superintendent of the United Methodist Church, Birmingham-East District, North Alabama Conference, do hereby consent to the execution and delivery of that certain Mortgage and Security Agreement dated as of December 3, 2016 by the Corporation in favor of ServisFirst Bank.

Dated as of the 3 day of December, 2016.

Kip Laxson
Printed Name: Kip Laxson
Pastor of Asbury United Methodist Church

Wm B Morgan
Printed Name: Wm B Morgan, Jr.
District Superintendent of the United
Methodist Church, Birmingham-East
District, North Alabama Conference



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