

**THIS INSTRUMENT PREPARED BY:**

**NAME:** Robert C. Barnett  
**ADDRESS:** 100, Age Herald Building  
2107 5<sup>th</sup> Avenue North  
Birmingham, AL 35203



20221018000393320 1/3 \$133.75  
Shelby Cnty Judge of Probate, AL  
10/18/2022 11:13:01 AM FILED/CERT

**STATE OF ALABAMA**  
**SHELBY COUNTY**

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, that whereas the undersigned, Broken Vessel United Missionary Full Gospel Baptist Church, Inc., and Donald Moulton Sr., individually, are justly indebted to Robert C. Barnett, the sum of Seventy Thousand Four Hundred Fifty One dollars and 62/100 cents (\$70,451.62) evidenced by a Promissory Note and Consulting Agreement of even date and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

**NOW, THEREFORE**, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Broken Vessel United Missionary Full Gospel Baptist Church, Inc., an Alabama corporation, Donald Moulton Sr., a married man, hereby grant, bargain, sell and convey unto Robert C. Barnett, (hereinafter called Mortgagee) the following described real properties situated in Shelby County, Alabama, to wit:

**LOT 2555, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 25TH SECTOR, PHASE II, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 36, PAGE 41, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT# 1994-07111 AND AMENDED IN INSTRUMENT NO. 1996-17543, AND FURTHER AMENDED IN INST. #1993-31095, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 25TH SECTOR, PHASE II, RECORDED IN INSTRUMENT NO. 20051229000667940, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION"0.**

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against the loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises

STATE OF ALABAMA )  
JEFFERSON COUNTY )

GENERAL ACKNOWLEDGMENT



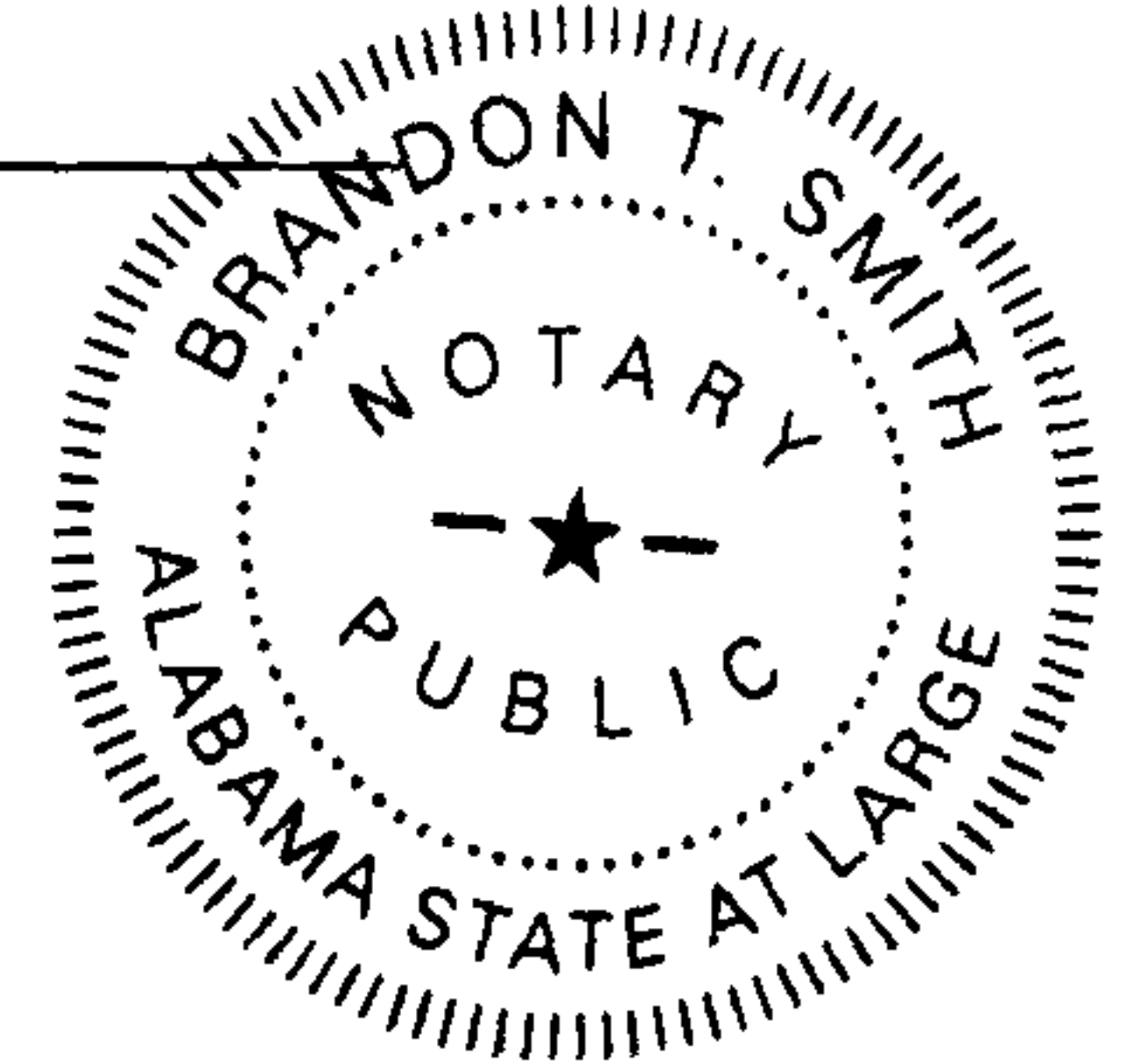
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I, the undersigned, Brandon Smith, a Notary Public in and for said County in said State, hereby certify that Donald Moulton, Sr., a married man, whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of June, 2019.

Notary Public  
My Commission Expires: \_\_\_\_\_

BRANDON T. SMITH  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
August 19, 2023





hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

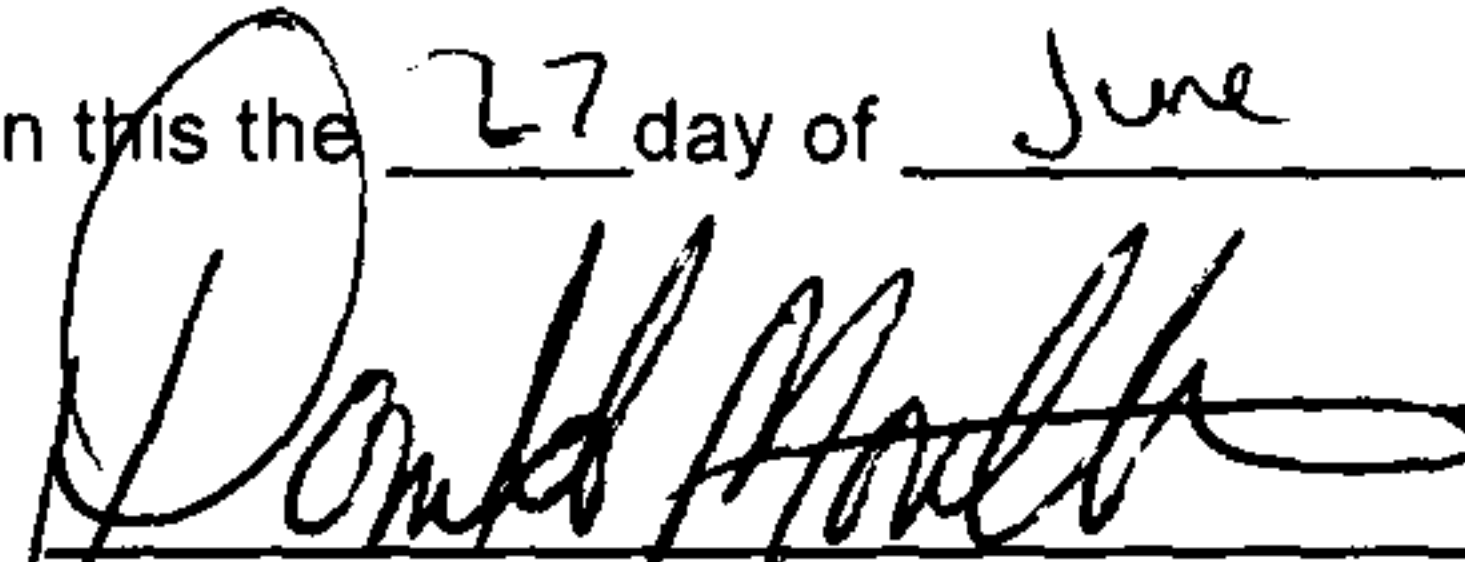
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

This property does not constitute the homestead of the Grantor or his spouse.

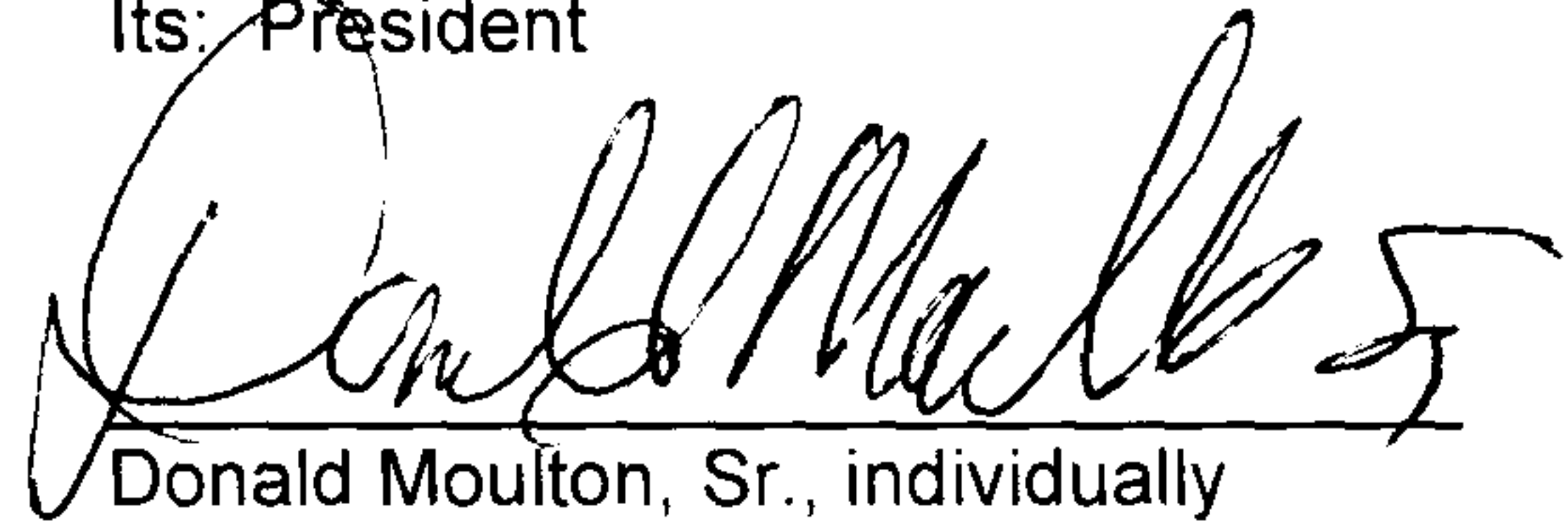
Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the 27 day of June, 2019.

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Broken Vessel United Missionary  
Full Gospel Baptist Church, Inc.

By: Donald Moulton, Sr.  
Its: President

  
\_\_\_\_\_  
Donald Moulton, Sr., individually

\_\_\_\_\_  
Witness

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

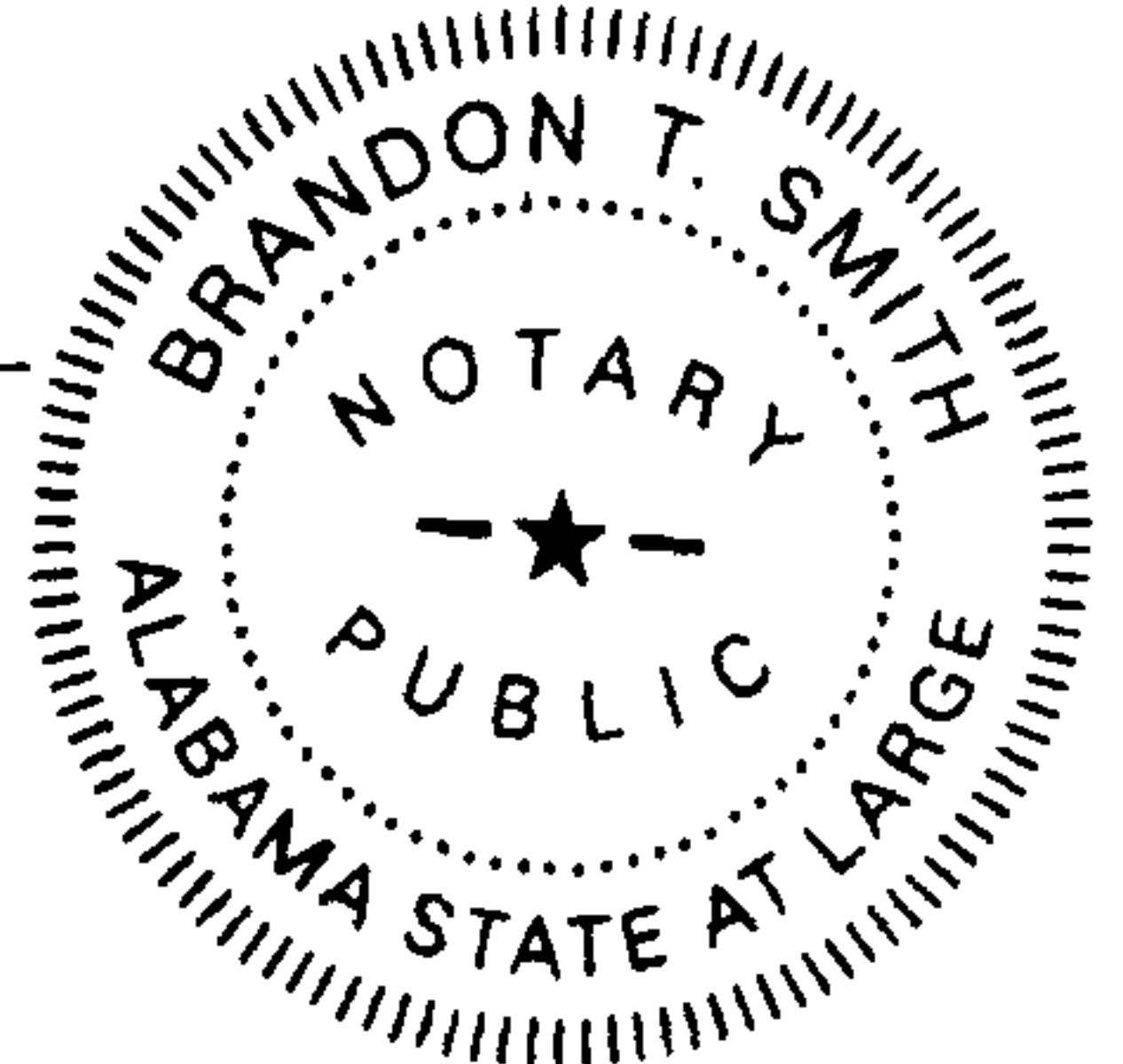
**GENERAL ACKNOWLEDGMENT**


I, the undersigned, Brandon Smith, a Notary Public in and for said County in said State, hereby certify that Donald Moulton, Sr., in his capacity as President for Broken Vessel United Missionary Full Gospel Baptist Church, Inc., whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance and with full authority as President for Broken Vessel United Missionary Full Gospel Baptist Church, Inc., he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27 day of June, 2019.

**BRANDON T. SMITH**  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
August 19, 2023

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



  
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