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STATE OF INDIANA)

COUNTY OF LAKE)

THIS INDENTURE made and entered into this 8th day of April

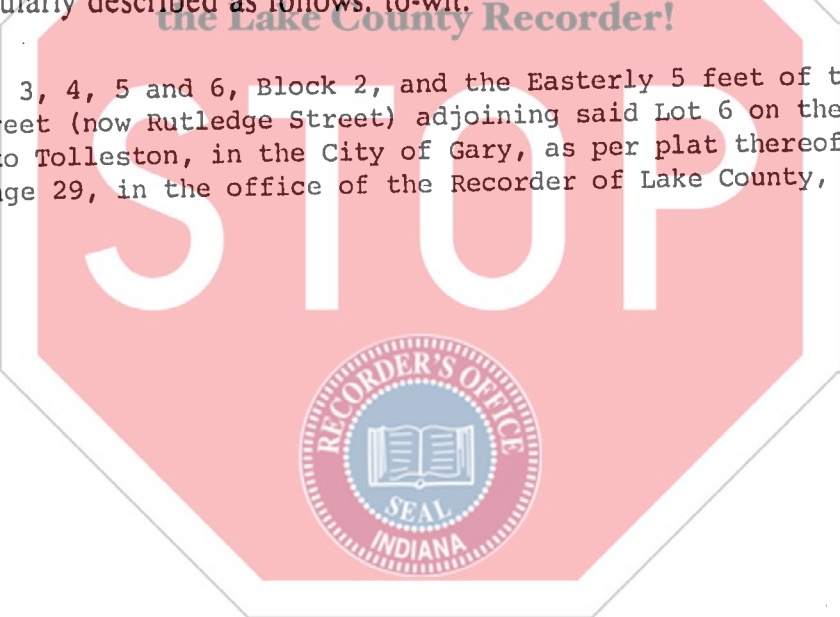
19 94, by and between the TREE OF LIFE MISSIONARY BAPTIST CHURCH, INC., an
Indiana Corporation

County of Lake and State of Indiana

(hereinafter "Church") and the Home Mission Board of the Southern Baptist Convention, a corporation of the County of Fulton and State of Georgia, (hereinafter "HMB"):

Witnesseth, that Church, for and in consideration of the Sum of Ten Dollars to it in hand paid by HMB at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, as well as for the purpose of the better securing the debt hereinafter mentioned, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto HMB, its successors and assigns, all the following described real estate, together with the improvements and equipment thereon, situated, lying and being in the County of Lake and State of Indiana and more particularly described as follows: to-wit:

Lots 1, 2, 3, 4, 5 and 6, Block 2, and the Easterly 5 feet of that part of vacated Center Street (now Rutledge Street) adjoining said Lot 6 on the West, Carlson's First Addition to Tolleston, in the City of Gary, as per plat thereof, recorded in Plat Book 7, Page 29, in the office of the Recorder of Lake County, Indiana.



STATE OF INDIANA
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To have and to hold the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said HMB, its successors and assigns, forever in fee simple.

The Church hereby covenants and represents that it is lawfully seized of said property, is in peaceable possession of same, and that it is unencumbered.

[Handwritten signature]

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But this conveyance is made for the following purpose and none other:

The Church is indebted to HMB in the principal sum of SIXTY FIVE THOUSAND AND NO/100
----- (\$ 65,000.00) Dollars, which sum HMB has loaned
to Church, which debt is evidenced by a promissory note of even date herewith whereby Church
has promised to pay HMB or order the amount herein set out at the times set out hereafter, in the
office of HMB in the City of Atlanta, State of Georgia, in any coin or currency of the United States
of America, which at time of payment is legal tender for the payment of public or private debts,
with interest at the rate of SEVEN AND ONE-HALF (7.50 %) percent per annum on said principal sum or on so much thereof as may from time to time remain
unpaid; said principal and interest being payable in monthly installments of FIVE HUNDRED
TWENTY FOUR AND NO/100----- (\$ 524.00) Dollars each, commencing within 30 days
after the proceeds of the loan are received by borrower and continuing for thirty six (36) months.
On the third anniversary of the note the installments may be adjusted upward or downward in both
principal and interest. The installments may likewise be adjusted on the 6th, 9th, 12th, 15th and
18th anniversary with the final installment and balance due and payable on the twentieth
anniversary of the note. The interest rate adjustment will be the exclusive decision of the Church
Loans Committee of the HMB and will be based on that which the Church Loans Committee feels
will be equitable and fair to the Church and the Home Mission Board considering the economic
conditions and trends of the mortgage industry at the time. The note will provide that notice of
a change of interest rate and installment payment adjustment shall be given the Church not less
than 90 days before such change. Each installment, when paid, is to be applied first to the payment
on interest accrued on unpaid principal and the residue thereof to be credited on principal.

Church agrees to keep said property insured against Fire, Lightning and Extended Coverage
hazards during the existence of this indebtedness, or any part thereof, in the sum of \$ 533,084.00
-----, in an insurance company or companies acceptable to HMB, with loss payable to said
HMB as its interest may appear, and deposit such insurance policies with HMB.

SPECIAL COVENANT: Church binds itself and covenants with HMB that a part of the
consideration causing HMB to make this loan is the fact that Church is now in harmony with and
affiliating with the Southern Baptist Convention. The terms "harmony with" and "affiliating with"
shall be interpreted in such manner that the messengers of the Church will be recognized and given
full voting privileges at the annual meetings of the Southern Baptist Convention. Should Church's
messengers be denied such recognition and voting privileges by the Southern Baptist Convention,
or in case the organic existence of Church shall cease, or in case its house of worship or the land
upon which it is situated, and any additional property described in the mortgage, security deed, or
trust deed be abandoned or shall cease to be used as a house or place of Southern Baptist worship
as above set forth; or in case same shall be sold by Church or by legal process or otherwise, without
the written consent of HMB, then in each and every such case and event HMB shall have the right
to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately
due and payable and exercise such other options as provided in the event of default, as set forth
in the mortgage, security deed, or trust deed.

Should Church decide to sell or convey in any manner, in whole or in part, the property securing
the loan, HMB counsel should be sought prior to the property being conveyed or offered for sale.
Should HMB deem that such property be preserved as a Southern Baptist entity, Church agrees
that HMB be given first opportunity to purchase or refinance to another Southern Baptist body on
terms as favorable as any other bona fide offer received by Church. HMB shall have thirty (30)
days after being notified in writing by church to exercise this right of first refusal. In the event the
property is sold to a non-Southern Baptist entity and Church realizes profits over and above its
original investment, Church agrees to reimburse HMB for any contributions HMB made to the
property through interest-free loans, insurance, taxes, easements, moratoriums, interest subsidy, or
any other unreimbursed expenses or contributions paid by HMB.

It is hereby agreed that Church will not make any site improvements on the property securing this
loan and neither will it begin any construction on a church facility or any other type of facility
without the prior written agreement of the Division of Church Loans of the HMB. This agreement
shall be in force as long as the church has any indebtedness due HMB. In the event of a violation
of this agreement, HMB shall have the right to accelerate the maturity of the debt by declaring the
entire debt to be in default and immediately due and payable.

Church agrees that annually, within 45 days from the close of its fiscal year, it will furnish HMB
copies of its treasurer's reports for the previous 12 months, along with copies of its current budget
and previous year's budget.

In consideration of the making of said loan by HMB to Church, Church hereby agrees not to incur any indebtedness in excess of 5% of the original amount of this loan during the period of and until said loan, principal and interest, is fully repaid, without prior written permission from HMB. In the event of a violation of this agreement, HMB shall have the right to accelerate the maturity of the debt by declaring the entire debt to be in default and immediately due and payable.

Time is of the essence of this contract and of its every term, agreement, provision, covenant, condition, and stipulation.

It is agreed that in the event Church shall fail to keep, observe and carry out and execute in every particular the obligations, stipulations, conditions and covenants set out in this instrument and in said note or notes, which note with all of the obligations, stipulations and conditions and covenants and agreements therein, are incorporated as a part of this instrument, it shall be and is hereby made the option of HMB or holders of said note or notes, to declare all of the indebtedness secured by this instrument to be due and payable at once.

And should Church fail to pay any of the interest payments above specified when due, or any of the said principal notes when the same shall become due or should the first party suffer or allow any state or county or municipal tax or assessment against said property to become delinquent, the holder of said above notes or any of them shall have the right at his option to declare all of the said unpaid principal notes at once due and collectible and the right of action on the same, for principal, interest, attorney's fees and costs of collection shall at once accrue.

Church furthermore covenants and agrees that in case the debt hereby secured shall not be paid when it becomes due by maturity in due course or by reason of any default, as above provided, HMB may sell said described property at public auction before the courthouse door in the county where said property is located, to the highest bidder for cash, first giving four weeks' notice of the time, terms and place of sale by advertising once a week in a newspaper of general circulation in the county where said land is located, all other notice being hereby waived by Church, PROVIDED, HOWEVER, that if by the law of the state of its exercise, the power of sale, notwithstanding the provisions above set forth, must be exercised in a different manner or place of sale, or pursuant to a different period or form of advertisement, or advertisement in a different gazette, the power of sale herein granted may be exercised by compliance with the law of the state in such cases made and provided in respect of such particulars; and HMB is hereby empowered upon such sale to execute and deliver to the purchaser at said sale a good and sufficient conveyance of said property in fee simple which said conveyance shall contain a recital as to the happening or default upon which execution of the power to sell herein granted depends. And church hereby constitutes HMB its attorney in fact to make such sale, and conveyance and recital or recitals; and Church hereby covenants and agrees that the recitals so made in such deed by HMB shall be binding and conclusive upon Church, its successors and assigns. And the conveyance so made by HMB shall be effectual to bar all equity of redemption of Church, or its successors in interest, in and to the said premises. HMB shall collect the proceeds of said sale, and have reserved therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments theretofore paid by HMB, together with legal rate of interest thereon from the date of such payment, together with all costs and expense of sale and ten percent upon the aggregate amount due for compensation to the attorneys representing HMB. And any surplus remaining after the payment of these sums shall be paid over to Church, its successors or assigns.

And it is expressly agreed that appraisement is hereby waived.

And HMB, its successors or assigns, may purchase at said sale, and execute and deliver to itself conveyance as therein provided as though it was a stranger to this instrument. And Church covenants and agrees that the powers of attorney hereinbefore and after stipulated, together with all of the powers of this instrument set out and delegated to HMB are powers coupled with an interest and are irrevocable, and that said powers may be by HMB assigned and delegated and redelegated by HMB and shall apply equally to its successors and assigns; and that any purchaser or holder of said note may and shall at his option, by the fact of purchase or holding, become possessed of all the powers and authority herein set forth and conferred upon HMB.

The foregoing provisions however are cumulative of the remedies allowed and provided by law; and in the event HMB or its successors or assignees, institutes any proceeding in any court to enforce its rights Church covenants and agrees to pay ten percent of principal and interest as attorney's fees, in addition.

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It is further agreed that in the event Church fails to maintain said insurance on said property as herein agreed, or fails to pay any state or county or municipal tax or assessment against said property before the same becomes delinquent, HMB, its successors or assigns, may at its option pay such insurance premium, tax or assessment, and said sum or sums so paid shall become a part of the debt hereby secured; and the receipt of the proper insurance official or tax or assessment officer shall be conclusive between the parties hereto of the amount, validity and fact of such payment. And the sum or sums so paid shall bear the legal rate of interest from the date of such payment, and said sum or sums, together with interest, shall be included in and made a part of any judgement upon foreclosure of this mortgage, or charged against Church in case of sale of said property under the powers granted in this instrument, as above set forth.

Now if Church shall well and truly pay unto HMB, its successors or assigns, the said sum of money above mentioned, together with interest, at the times and in the manner above mentioned, and shall well and truly keep all of the covenants and stipulations above set forth, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be null and void; otherwise the same shall remain of full force and effect.

If this mortgage is executed by or on behalf of an unincorporated church, by Trustees and/or Deacons and/or other representatives, its execution is intended, and shall be construed as, the act and deed of said church, and of said Trustees and/or Deacons and/or other representatives, in their representative capacity as such, for and on behalf of said Church.

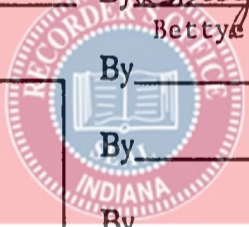
This instrument, as well as the note above mentioned is executed by virtue of a resolution passed by Church at a conference duly held on the 13th day of January 19 94, which resolution is of record upon the minutes of the church.

In Witness Whereof Church has hereunto set its hand and affixed its seal by its proper officers thereunto duly authorized.

Signed, sealed and delivered TREE OF LIFE MISSIONARY BAPTIST CHURCH, INC. (Seal) in the presence of (Name of Church)

By Cato Brooks Jr (Seal) Cato Brooks Jr, Pastor

By Bettye J. Brooks (Seal) Bettye J. Brooks, Trustee



NOTICE THIS MORTGAGE MUST BE EXECUTED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE LAND IS SITUATED. THIS SHOULD BE DONE MOST CAREFULLY: PREFERABLY UNDER THE DIRECTION OF A LAWYER. IF THE CHURCH IS INCORPORATED ITS CORPORATE SEAL SHOULD BE AFFIXED AND THE TITLE OF THE OFFICERS SIGNING FOR THE CORPORATION SHOULD BE SHOWN.

PROPER FORM OF ACKNOWLEDGEMENT SHOULD BE USED WHETHER FOR A CORPORATION OR AN UNINCORPORATED ASSOCIATION.

By (Seal) By (Seal) By (Seal) By (Seal)

STATE OF INDIANA, LAKE COUNTY ss:

On this 8th day of April, 1994, before me, the undersigned, a Notary Public in and for said County, personally appeared Cato Brooks, Jr. and Bettye J. Brooks, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Linda J. McBride (Signature)

My Commission Expires: 1/26/95 County of Residence: Lake

Add Probate or Acknowledgement.

Linda J. McBride Notary Public

Instrument prepared by: Reba J. Driver



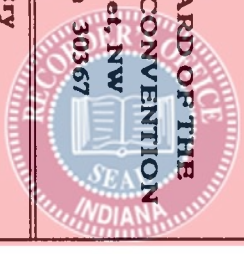
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This Document is the property of
the Lake County Recorder!

STOP

TO
HOME MISSION BOARD OF THE
SOUTHERN BAPTIST CONVENTION
1350 Spring Street, NW
Atlanta, Georgia 30367

Record Entry



Real Estate Mortgage

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