

843

(Name) Jerry E. Held of Sirote, Permutt, Friend, Friedman, Held & Apolinsky, P.A.

(Address) 2222 Arlington Avenue South, Birmingham, Alabama, 35255

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

William T. Brashier and wife, Patricia Ann Brashier,  
and Lacy C. Cannon and wife, Freda Jean Cannon

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Warrior Hinkle, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum

of Two Hundred Thousand and no/100 ----- Dollars  
(\$ 200,000.00 ), evidenced by that certain open account indebtedness from Brashier Roofing Co.,  
Inc., as Debtor, to Warrior Hinkle, Inc., as creditor, and as further security for that  
certain Personal Guaranty Agreement executed by William T. Brashier, dated the 18th day  
of October, 1982, to Warrior Hinkle, Inc., in the amount of \$200,000.00, and that certain  
Personal Guaranty Agreement executed by Lacy C. Cannon, dated the 22 day of NOVEMBER  
1982, to Warrior Hinkle, Inc., in the amount of \$200,000.00. 1982

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt  
payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, William T. Brashier and wife, Patricia  
Ann Brashier, and Lacy C. Cannon and wife, Freda Jean Cannon,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described  
real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 25,  
Township 19 South, Range 3 West, more particularly described as  
follows: Commence at the SW corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  section; thence  
in a northerly direction along the westerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$   
section, a distance of 450.01 feet to the Point of Beginning;  
thence continue along last described course, a distance of 207.08  
feet; thence 107 deg. 36 minutes right, in a southeasterly direc-  
tion, a distance of 209.73 feet; thence 107 degrees 36 minutes  
left, in a northerly direction, a distance of 111.57 feet; thence  
144 degrees 50 minutes 50 seconds right, in a southeasterly  
direction, a distance of 205.72 feet; thence 90 degrees left,  
in a northeasterly direction, a distance of 18.00 feet; thence  
90 degrees right, in a southeasterly direction, a distance of  
173.68 feet; thence 97 degrees 29 minutes 10 seconds right, in a  
southwesterly direction, a distance of 37.17 feet; thence 89  
degrees 31 minutes left, in a southeasterly direction, a distance  
of 146.30 feet; thence 139 degrees 32 minutes right, in a north-  
westerly direction, a distance of 504.92 feet to the Point of  
Beginning.

BOOK 426 PAGE 775

NOT RECORDED

Warrior Hinkle, Inc.  
P.O. Box 819  
Shon, AL 35201

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, 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, agents or assigns, shall be authorized to take possession of the premises 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned William T. Brashier and wife, Patricia Ann Brashier, and Lacy C. Cannon and wife, Freda Jean Cannon,

STATE OF ALA. SHELRY CO. have hereunto set their hands and seal, this 22nd day of November, 1982.

INSTRUMENT WAS FILED 10/21/82 3:00 PM William T. Brashier (SEAL)  
1983 JAN 26 AM 9:51 Rec. 400 William T. Brashier (SEAL)  
Ind. 100 Patricia Ann Brashier (SEAL)  
JUDGE OF PROBATE 30500 Lacy C. Cannon (SEAL)  
Freda Jean Cannon (SEAL)

THE STATE of ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William T. Brashier and wife, Patricia Ann Brashier, and Lacy C. Cannon and wife, Freda Jean Cannon,

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 22nd day of November, 1982

Notary Public

THE STATE of Alabama  
Jefferson COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that the above named person

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, 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 22nd day of November, 1982

Notary Public

MY COMMISSION EXPIRES AUGUST 10, 1983

MORTGAGE DEED

TO

Return to:

THIS FORM FROM

Buyers Title Insurance Corporation

Title Guarantees Division

TITLE INSURANCE - ABSTRACT PUBLIC

Birmingham, Alabama