



JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 324-8020

This instrument was prepared by

(Name) Holliman, Shockley & Kelly
2491 Pelham Parkway
(Address) Pelham, AL 35124

MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Jessica Dietrich and
Jerry Nessler a married couple

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

Homer L. Brandenburg and wife Bessie W. Brandenburg

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

of Sixty-Six Thousand, Five Hundred and no/100----- Dollars
(\$ 66,500.00), evidenced by Two promissory notes of even date executed
simultaneously herewith.

Inst # 1997-32711

10/08/1997-32711
08:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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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,

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:

See attached Exhibit "A" for legal description which is hereby
incorporated by reference.

By signing this mortgage the mortgagee agrees to release individual parts
of the mortgaged property as the mortgagors reduce the principal.

Homer L. Brandenburg

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 full 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 Mortgagee pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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, all 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, in the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, said property is located, at public outcry, in 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 Mortgagee 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 Jessica Dietrich and Jerry Nesslerer a married couple

have hereunto set our signatures our and seal, this 9th day of September, 1997

Jessica Dietrich (SEAL)

Jerry Nesslerer (SEAL)

(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

, a Notary Public in and for said County, in said State.

I, the undersigned authority hereby certify that Jessica Dietrich and Jerry Nesslerer a married couple

whose name 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 their executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this 9th day of September, 1997

Notary Public.

THE STATE of }
COUNTY }

, a Notary Public in and for said County, in said State.

I, hereby certify that

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 day of , 19

Notary Public

MORTGAGE DEED

Recording Fee \$
Deed Tax \$

This form furnished by



J. W. JOHNSON TITLE CORPORATION
P.O. Box 1001 • Birmingham, AL 35201 • (205) 330-0101

EXHIBIT "A"

Part of the Southwest Quarter of Section Two, Township 21 South, Range Three West, Shelby County, Alabama, described as follows:

Commence at the Northeast corner of the NW 1/4 of the SW 1/4 of said Section 2; thence run West along the North 1/4-1/4 line 658.23 feet to a point on the East right of way of Tenth Street Southwest, Alabaster, Alabama; thence turn an interior angle of 88° 58' 47" to the right and run South along said East right of way 882.37 feet to the point of beginning; thence continue last course 182.32 feet to a point on a clockwise curve with a delta angle of 56° 01' 26" and a radius of 84.27 feet and a tangent of 44.83 feet; thence turn an interior angle of 166° 27' 02" to the tangent and run Southeast along the arc of said curve 82.40 feet; thence continue Southeast and tangent to said curve 312.48 feet; thence deflect left 19° 20' and run Southeast 90 feet, more or less, to Buck Creek; thence run Northeast along said creek 340 feet more or less, to the West line of the East half of the East half of the South half of the NW 1/4 of the SW 1/4 of said Section 2; thence run North along the West line of said tract 360 feet, more or less, to the Northwest corner of said tract; thence run East 750 feet, more or less, along the South line of the North half of the NW 1/4 to Buck Creek; thence run Northeast 290 feet, more or less, along said creek; thence run Northerly 60 feet, more or less, along said creek; thence run Northwest 170 feet, more or less, along said creek to the Southeast corner of a ten acre tract previously conveyed by Homer Brandenburg, said corner being 400 feet South of the North line of the SW 1/4 as measured along said creek. Thence run Southwest 1193.3 feet, more or less to the point of beginning with a closing interior angle of 111° 36' 35".

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