


Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
229 LAKESHORE PARKWAY
HOMEWOOD AL
35209


20041203000662520 Pg 1/3 100.70
Shelby Cnty Judge of Probate, AL
12/03/2004 12:06:00 FILED/CERTIFIED

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
229 LAKESHORE PARKWAY
HOMEWOOD AL
35209

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 55,791.70

Total of Payments \$ 196,560.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, JOHNNY BRASHER AND MARY JO BRASHER, HUSBAND AND WIFE, Mortgagors, whose address is 398 HIGHWAY 50 VANDIVER AL 35176, are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Wells Fargo Financial Alabama, Inc., Mortgagee, whose address is 229 LAKESHORE PARKWAY HOMEWOOD AL 35209, evidencing a loan made to Mortgagors by Mortgagee. The Amount Financed on said loan is stated above. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in SHELBY County, State of Alabama, to wit:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST. ☐ ☐

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note, or any instalment thereof when due, or if any covenant herein is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagor now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to not sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Mortgagors expressly agree to keep all legal taxes, assessments and prior liens against property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments and prior liens, and cause said property to be repaired and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this

23RD day of NOVEMBER 2004

Witness:

Doreen L. Nicks

Johnny Brasher (L.S.)

◀ **SIGN HERE**

Witness:

Mary Jo Brasher (L.S.)

◀ **SIGN HERE**

(If married, both husband and wife must sign)

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that JOHNNY BRASHER and MARY JO BRASHER, HUSBAND and WIFE

whose name 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 the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23 day of November 2004.

ERIC EUGENE MIMS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
SEPTEMBER 11, 2007

[Signature]
Notary Public

Addendum for legal description of Mortgage/Deed of Trust dated November 23,
2004, Johnny Brasher and Mary Jo Brasher, Mortgagors.
LEGAL DESCRIPTION:

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 1
EAST, SHELBY COUNTY, ALABAMA, SAID PROPERTY BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE
SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11,
TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA,
AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF
SAID QUARTER-QUARTER SECTION A DISTANCE OF 789.02 FEET TO A
POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF A COUNTY ROAD;
THENCE DEFLECT 111 DEGREES 09 MINUTES 00 SECONDS TO THE
RIGHT AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT
OF WAY LINE A DISTANCE OF 240.21 FEET TO THE POINT OF
BEGINNING OF THE HEREIN-DESCRIBED PARCEL; THENCE DEFLECT 1
DEGREE 42 MINUTES 20 SECONDS TO THE LEFT AND RUN IN A
NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE A
DISTANCE OF 210.56 FEET TO A POINT; THENCE TURN AN INTERIOR
ANGLE OF 107 DEGREES 40 MINUTES 20 SECONDS AND RUN TO THE
RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 214.14 FEET TO
A POINT; THENCE TURN AN INTERIOR ANGLE OF 69 DEGREES 23
MINUTES 45 SECONDS AND RUN TO THE RIGHT IN A SOUTHWESTERLY
DIRECTION A DISTANCE OF 198.40 FEET TO A POINT; THENCE TURN
AN INTERIOR ANGLE OF 114 DEGREES 34 MINUTES 15 SECONDS AND
RUN TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF
208.59 FEET TO THE POINT OF BEGINNING OF THE HEREIN
DESCRIBED PARCEL; CONTAINING 0.94 ACRES, MORE OR LESS.
THIS IS A DEED OF CORRECTION CORRECTING ERRONEOUS
DESCRIPTION CONTAINED IN THAT DEED RECORDED IN DEED BOOK
306, PAGE 36, IN THE PROBATE RECORDS OF SHELBY COUNTY,
ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND
BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 398 HWY 50; VANDIVER, AL 35176 TAX MAP OR
PARCEL ID NO.: 04-1-11-0-001-045.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Johnny Brasher
Mary Jo Brasher