


This instrument was prepared by:
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20041216000688860 Pg 1/3 23.75
Shelby Cnty Judge of Probate, AL
12/16/2004 14:52:00 FILED/CERTIFIED

MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOSHUA C BREWER AND ~~██████~~ PAM BREWER *married woman*
single man

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

FRED RICHARDS

(hereinafter called "Mortgagee", whether one or more),

in the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) evidenced by
a mortgage note.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors,

JOSHUA C BREWER AND PAM BREWER

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 EXHIBIT "A" FOR LEGAL DESCRIPTION

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 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

JOSHUA C BREWER AND PAM BREWER

Have hereunto set her signature and seal, this 7TH day of December, 2004.


JOSHUA C BREWER


PAM BREWER

STATE OF ALABAMA
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that

JOSHUA C BREWER AND PAM BREWER

whose names 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7TH day of December, 2004.


Notary Public

My commission expires: 10-16-08

LEGAL DESCRIPTION

A part of the NE 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 22, Township 21 South, Range 1 East and being described as follows:

Commence at the NW corner of the NE 1/4 of the SE 1/4 of Section 22, Township 21 South, Range 1 East; thence run South 83 degrees 51 minutes 20 seconds East along the North line of said 1/4-1/4 for 60.00 feet to the East line of a public road; thence run South 00 degrees 03 minutes 19 seconds East for 224.03 feet; thence run North 89 degrees 59 minutes 11 seconds East for 525.75 feet to a found 1/2 inch reebar and the point of beginning; thence continue on the last described course for 336.22 feet to a found 1/2 inch open pipe; thence run North 11 degrees 07 minutes 21 seconds West for 369.00 feet to a set 1/2 inch rebar; thence run South 82 degrees 21 minutes 05 seconds West for 287.42 feet to a set 1/2" rebar; thence run South 3 degrees 30 minutes 08 seconds East for 324.50 feet to the point of beginning.

ALSO, 15-foot easement for ingress and egress being described as follows:

Commence at the NW corner of the NE 1/4 of the SE 1/4 of Section 22, Township 21 South, Range 1 East; thence run South 83 degrees 51 minutes 20 seconds East, along the North line of said 1/4-1/4 for 60.00 feet to the East line of a public road; thence run South 00 degrees 03 minutes 19 seconds East for 224.03 feet; thence run North 89 degrees 59 minutes 11 seconds East for 526.75 feet to a found 1/2" rebar; thence continue on the last described course for 336.22 feet to a found 1/2" open pipe; thence run North 11 degrees 07 minutes 21 seconds West for 369.00 feet to a set 1/2" rebar; thence run South 82 degrees 21 minutes 05 seconds West for 279.92 feet to the point of beginning of a 15' easement lying 7.50 feet on either side of the following described centerline; thence run North 3 degrees 30 minutes 08 seconds West for 494.00 feet more or less, to the centerline of Shelby County Highway No. 61 and the end of said easement.

Situated in Shelby County, Alabama.