MORTGAGE DEED

475

19801114000130540 Pg 1/2 .00
Shelby Cnty Judge of Probate,AL
11/14/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 5th. day of November, 19 80
between Riggs Rickey Brasher and wife, Kathy G. Brasher

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of ($43,000.00) Forty Three Thousand and no/100 DOLLARS together with interest from date hereof at the rate set out in note evidencing this indebtedness. due by One promissory note(s) of this date due in 120 successive equal monthly payments of $667.65 each, commencing on the 5th. day of December, 1980.

and being desirous of securing the payment of the same, and in consideration thereof, ha ve granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey to the said party of the second part the property hereinafter described — that is to say, situated in the County of Shelby, in the State of Alabama, and more particularly known as

A part of the W½ of NW¼ of Section 25, Township 19 South, Range 1 West, described as follows: Commence at the Northwest corner of the SW¼ of NW¼ of Section 25, and run East along North line of said quarter-quarter section a distance of 212½ feet to the point of beginning of parcel herein described; thence run south and parallel with the west line of W½ of NW¼ of said Section a distance of 660 feet; thence East 200 feet; thence North and parallel with West line of W½ of NW¼ of said Section to the south right-of-way line of Florida Short Route Highway; thence in a southwesterly direction along south right-of-way line of said Highway to a point which is 212½ feet east of the west line of the NW¼ of NW¼ of Section 25; thence south to the point of beginning. Less and except a 12' strip heretofore conveyed to Hugh and Diana L. Rowland as described in Deed Book 292 Page 32 in the Probate Office of Shelby County, Alabama.

BOOK 407 PAGE 632

First National Bank of Columbiana
Columbiana, Ala. 35051

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TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and Seals, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of this instrument.

Sign Kathy G. Brasher

Riggs Rickey Brasher

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Kathy G. Brasher (L. S.)

Riggs Rickey Brasher (L. S.)

(L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
PAPER WAS FILED

1980 NOV 14 AM 9:23

Mtg TAX 64.50
Rec 3.00
Ind 1.00
68.50

BOOK 407 PAGE 633

THE STATE OF ALABAMA
Shelby County.

I, Peggie Lowery, a Notary Public in and for said County hereby certify that Riggs Rickey Brasher and wife, Kathy G. Brasher

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 this conveyance, have executed the same voluntarily on the day the same bears date.

Given under my hand, this 5th. day of November 1980

Peggie W. Lowery

My commission expires August 7, 1982

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, _____ Judge of Probate for said County, hereby certifies that the within Mortgage was filed in my office for record at _____ o'clock ___ M., on the _____ day of _____, 19___ and duly recorded on the _____ day of _____, 19___ in Mortgage Record, Vol. _____ No. _____, on pages _____

Judge of Probate

Recording _____

Certificate _____

THE STATE OF ALABAMA,

Shelby County

I, _____ Judge of Probate for said County, hereby certifies that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1908 — viz:

$ _____ cents _____

_____ Judge of Probate