



19810414000040570 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
04/14/1981 00:00:00 FILED/CERTIFIED

(Name) Shepherd West - The First Bank of Alabaster

(Address) P. O. Box 246, Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-76

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Alma R. Brooker

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

The First Bank of Alabaster

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

of Twelve Thousand and No/100's-----Dollars
(\$ 12,000.00), evidenced by one promissory note of this date plus all interest, recording
fees, insurance, and other charges, if any, and other notes dated as other advances are
made against this mortgage.

This mortgage paid in full and satisfied this
the 19 day of March 1982
BY Rance Washer
SEE FILED VOL. 257, P. 261
ATTY. IN FACE
THE FIRST BANK OF ALABASTER

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

NOW THEREFORE, in consideration of the premises, said Mortgagors, Alma R. Brooker

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:

Commence at the SE corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 15, Township 21 South,
Range 3 West; thence run West along South line of said $\frac{1}{4}$ Section a
distance of 24.28 feet; thence turn an angle of 90 deg. 48' 01" to the
left and run a distance of 275.03 feet; thence turn an angle of 90 deg.
48' 01" to the right and run a distance of 268.85 feet; thence turn an
angle of 59 deg. 49' to the right and run a distance of 34.71 feet;
thence turn an angle of 59 deg. 49' to the left and run a distance of
482.98 feet; thence turn an angle of 90 deg. 00' to the right and run a
distance of 253.16 feet; thence turn an angle of 7 deg. 03' 15" to the
right and run a distance of 88.86 feet; thence turn an angle of 0 deg.
07' 09" to the left and run a distance of 277.93 feet; thence turn an
angle of 31 deg. 03' 27" to the right and run a distance of 46.67 feet;
thence turn an angle of 14 deg. 34' 20" to the right and run a distance
of 50.28 feet; thence turn an angle of 26 deg. 07' 52" to the left and run
a distance of 50.69 feet; thence turn an angle of 9 deg. 41' 03" to the
left and run a distance of 60.81 feet, to the point of beginning of the
parcel herein described; thence turn an angle of 9 deg. 15' 50" to the
left and run a distance of 183.98 feet; thence turn an angle of 81 deg.
04' 08" to the right and run a distance of 143.80 feet; thence turn an
angle of 9 deg. 20' 40" to the right and run a distance of 142.94 feet;
thence turn an angle of 1 deg. 50' 43" to the right and run a distance
of 302.31 feet; thence turn an angle of 79 deg. 22' 05" to the right and
run a distance of 190.0 feet to a point; thence run Northwesterly a
distance of 588.95 feet, more or less, to the point of beginning,
containing 2.5 acres, more or less.

"Together with an easement for ingress and egress, to provide access to the
above described parcel and a public road, said easement to be of a uniform
width of 60 feet over and across the easement as described in Deed Book 304,
at page 68, and an extension thereof in a Northerly direction to connect
with the above described parcel."

FIRST BANK OF ALABASTER
P. O. Box 246
Alabaster, Alabama 35007

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

Alma R. Brooker

have hereunto set her signature and seal, this

11 th day of April, 19 81

TAX 18.00
Rec 3.00
Ind 1.00
22.00

1981 APR 14 AM 9:21

Alma R. Brooker (SEAL)

(SEAL)

Alma R. Brooker, Jr.
NOTARY PUBLIC

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Shelby Cnty Judge of Probate, AL
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THE STATE of Alabama

Shelby

COUNTY

I, the undersigned

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

hereby certify that

Alma R. Brooker

whose name 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

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of April

19 81

THE STATE of

COUNTY

My Commission Expires July 17, 1984

I,

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

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

TO

MORTGAGE DEED

THIS FORM FROM