

(Name) Wallace, Ellis, Head & Fowler, Attorneys



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Shelby Cnty Judge of Probate, AL
05/18/1981 00:00:00 FILED/CERTIFIED

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

TERESA TROTT EMERY and husband, RICHARD H. EMERY, JR.

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

✓WALTER BRASHER and ELOISE KING BRASHER

SEVEN THOUSAND, FOUR HUNDRED & NO/100

(hereinafter called "Mortgagee", whether one or more), in the sum
Dollars(\$ 7,400.00), evidenced by one promissory installment note of this date in the amount of
\$7,400.00, together with interest upon the unpaid portion thereof from date at the rate
of 8% per annum, in monthly installments of \$115.34, payable on the 1st day of each
month after date, commencing August 1, 1980, until said sum is paid in full.

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BOOK

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

BOOK

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

Teresa Trott Emery and husband, Richard H. Emery, Jr.

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:PARCEL ONE:

A part of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 24 North, Range 14 East, more particularly described as follows: Commence at a point where the West boundary of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 9 is intersected by the South boundary of the Hiwassee Dirt Road; run thence South along the West boundary of said quarter-quarter section a distance of 870 feet to the Southwest corner of the Trott property; thence run East parallel with the Southern boundary of the quarter-quarter section and along the Southern boundary of the Trott property a distance of 210 feet to a point; thence turn to the right and run Southerly along the Western boundary of the Vassiliou and Cindy C. Trott property a distance of 310 feet to point of beginning of property herein conveyed; thence continue South parallel with the Western boundary of said quarter-quarter section a distance of 210 feet, more or less, to a point on the Southern boundary of said quarter-quarter section; thence turn to the left and run Easterly 840 feet, more or less, to a point on the Western bank of Hurricane Branch; thence turn to the left and run in a Northerly or Northeastern direction along the Western bank of Hurricane Branch 210 feet, more or less, to a point which is the Southeastern corner of lot deeded to George Vassiliou and Cindy C. Trott; thence turn to the left and run Westerly along the Southern boundary of the George Vassiliou and Cindy C. Trott lot a distance of 800 feet, more or less, to point of beginning.

PARCEL TWO:

Commence at a point where the West boundary of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 24 North, Range 14 East is intersected by the South boundary line of the Hiwassee Dirt Road; thence run South along the West boundary of said quarter-quarter section a distance of 870 feet to the Southwest corner of the Trott property; thence run East parallel with the Southern boundary of said quarter-quarter section and along the Southern boundary of the Trott property a distance of 210 feet to point of beginning; thence continue in the same direction parallel with the Southern boundary of said quarter-quarter section a distance of 490 feet, more or less, to a point on the Western bank of Buxahatchee Creek; thence turn to the right and run in a Southerly direction along the low water edge of Buxahatchee Creek a distance of 400 feet, more or less, to a point on the Western Bank of Hurricane Branch; thence turn right and run Southwesterly a distance of 50 feet along the low water mark of said banks to a point thence turn to the right and run Westerly parallel with the Southern boundary of said quarter-quarter section a distance of 800 feet, more or less, to a point on the Eastern boundary of the Wayne Horton lot; thence turn to the right and run Northerly a distance of 310 feet to point of beginning.

The amount of this mortgage is the combined present indebtedness on previous mortgage executed by
mortgagors in May, 1980 and the balance due on the mortgage executed by Cindy C. Trott and George
Vassiliou dated September 14, 1979 to mortgagees.

SALE PROHIBITED: This instrument is warranted free from all encumbrances and except any adverse claims, except as stated above.

One Sixty Seven Dollars & 00/100

To Have And To Hold the above described property unto the said Mortgagors, Mortgagors' executors, 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 Mortgagor 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 the 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, i.e. 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

have hereunto set our signatures and seal, this 28th day of July, 1980.

*ALL TAX 11.10
Doc 3.00
Juct 1.00 1st MAY 18 AM 11:32
15.10*

STATE OF ALABAMA, SHELBY COUNTY
I, CERTIFY THIS
TO BE A TRUE COPY
RECORDED THIS DAY

Jeresa Trott Emery (SEAL)
(Jeresa Trott Emery) (SEAL)

Richard H. Emery, Jr. (SEAL)
(Richard H. Emery, Jr.) (SEAL)

THE STATE of ALABAMA JUDGE OF PROBATE
SHELBY COUNTY

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Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Teresa Trott Emery and husband, Richard H. Emery, Jr.

whose name/s/ 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of July

THE STATE of ALABAMA
COUNTY }
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

TO

MORTGAGE DEED

Return to:

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantees Division
TITLE INSURANCE CORPORATION
Birmingham, Alabama