

This instrument was prepared by

(Name) K. R. Kirkland, President Shelby State Bank 705

(Address) P.O. Box 216 Pelham, Alabama 35124

Form 1-1a-22 Rev. 1-66

Form 1-4-22 Rev. 1-68  
**MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama**

STATE OF ALABAMA )  
UNKNOWN AL. MEN BY TULSE REPRESENTATIVE, THAT W'LL

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
COUNTY            Shelby }

**COUNTY** **Shelby**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Jim Brantley and wife, Angela Brantley

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

# Shelby State Bank, an Alabama Banking Corporation

19810520000056510 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
05/20/1981 00:00:00 FILED/CERTIFIED

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

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

Jim Brantley and wife, Angela Brantley

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:

A portion of the Middle 1/3 of the East 1/2 of Section 2, Township 22 South, Range 2 West  $\frac{1}{2}$  North of County Road No. 42, situated in Shelby County, more particularly described as follows:

Begin at the NE corner of NE 1/4 of said Section 2, and thence run in a Westerly direction along the North line of said NE 1/4 for 662.10 feet to the point of beginning; thence continue along the last described course for 220.70 feet; thence turn an angle of 92 degrees 10 minutes 7 seconds to the left and run in a southerly direction along the West side of the Middle 1/3 of the East 1/2 of the NE 1/4 of said Section 2, for 1181.31 feet to a point on the North right of way of Shelby County Road No. 42; thence turn an angle of 92 degrees 13 minutes 19 seconds to the left in an easterly direction along said right of way for 221.36 feet; thence turn an angle of 87 degrees 43 minutes 35 seconds to the left in a northerly direction for 1164.5 feet to the point of beginning.

2011-12-13 10:30:00

To Have And To Hold the above granted property unto the said Mortgagor, 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 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 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 the 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

Jim Brantley and wife, Angela Brantley

have hereunto set their signatures and seal, this

14<sup>th</sup> day of May, 1981

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STATE OF ALA. SHELBY CO.  
J. C. BRANTLEY THIS  
14TH DAY OF MAY, 1981  
WITNESS FILED

Mtg. tax - 6 60

Tee 3 00

10 60

1981 MAY 20 AM 8:52

THE STATE of ALA. OF PROBATE

Shelby

COUNTY

I, the undersigned  
hereby certify that

Jim Brantley and wife, Angela Brantley

whose name signed to the foregoing conveyance, and who  
that being informed of the contents of the conveyance

known to me acknowledged before me, on this day that,  
executed the same voluntarily on the day of same date.

Given under my hand and official seal this

14<sup>th</sup> day of May, 1981

, 19 81

Notary Public

THE STATE of

COUNTY

I,  
hereby certify that

whose name as

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

Return to:  
Jim Brantley and wife, Angela Brantley

TO

Shelby State Bank  
P.O. Box 216  
Pelham, Alabama, 35124

MORTGAGE DEED

THIS FORI FROM  
Yers Title Insurance Corporation  
Title Insurance Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama