

195

MORTGAGE DEED



19810707000074590 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
07/07/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 22nd day of June, 19 81
between Henry Dale Brasher and wife, Purna M. 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 \$6,950.80
Six thousand nine hundred fifty and 88/100----- DOLLARS,
due by One promissory note(s) of this date due in 36 monthly installments, first
installment due the 26th day of July, 1981 and one installment thereafter until
said indebtedness paid in full.

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 es 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

Commence at the SE corner of SW1/4 of SW 1/4 of Section 4, Township 20 South,

Range 1 East; thence run North along East line of said 1/4-1/4 Section a

distance of 635 feet; thence run West and parallel with the South line of
said 1/4-1/4 Section a distance of 890.94 feet to the point of beginning

of the parcel herein described; thence continue West, parallel with the

South line of said 1/4-1/4 Section a distance of 200.00 feet; thence run

North, parallel with the East line of said 1/4-1/4 Section a distance of 220

feet to a point which is 855 feet North of the South line of said 1/4-1/4

Section; thence run East, parallel with the South line of said 1/4-1/4

Section a distance of 200 feet; thence run South, parallel with the East

line of said 1/4-1/4 Section, a distance of 200 feet to the point of

beginning according to survey of Frank W. Wheeler, Registered Land

Surveyor, dated July 29, 1974.

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CAHABA VALLEY BRANCH
FIRST NATIONAL BANK

OF C IA
P.O. BOX 43363

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 hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Henry Dale Brasher
Purna M. Brasher

Henry Dale Brasher (L. S.)
Purna M. Brasher (L. S.)

1981 JUL -7 AM 8:50
mtg. tax 10.50
Rec. 3.00
Sub. 1.00
14.50

THE STATE OF ALABAMA
Shelby County.

I, _____ a Notary Public _____ in and for said County
hereby certify that Henry Dale Brasher, and wife Purna M. Brasher

whose name Sare 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, They executed the same voluntarily on the day the same bears date.

Given under my hand, this 22nd day of June, 19 81

Michael E. Hill

19810707000074590 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
07/07/1981 00:00:00 FILED/CERTIFIED

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