

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 8th day of January, 1982
between David Leighton Brasher, Sr.

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 10,789.96
Ten thousand seven hundred eighty nine and 96/100-----DOLLARS,

due by one in the amount of \$10,789.96
promissory note(s) of this date together with interest from date as set out
in said note. 60 equal monthly payments in the amount of \$ 263.32: first payment due February
15th, 1982 and one payment due the 15th day of each successive month thereafter until said
indebtedness is 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 Northeast corner of Section 34, Township 21 South, Range 1 West,
thence run West along the North line of said Section 34 a distance of 1332.98
feet; thence turn an angle of 51 degrees 07 minutes 05 seconds to the left and
run a distance of 1172.23 feet to the West right-of-way of Highway 25 and the
South margin of a gravel road; thence turn an angle of 1 degree 00 minutes 53
seconds to the left and run along said Highway right-of-way a distance of 104.40
feet; thence turn an angle of 52 degrees 18 minutes 00 seconds to the right and
run a distance of 203.18 feet; thence turn an angle of 95 degrees 16 minutes 28
seconds to the right and run a distance of 282.60 feet; thence turn an angle of
1 degree 40 minutes 39 seconds to the right and run a distance of 41.80 feet to
the point of beginning; thence turn an angle of 27 degrees 19 minutes 05 seconds
to the left and run a distance of 55.26 feet; thence turn an angle of 66 degrees
48 minutes 18 seconds to the right and run a distance of 22.47 feet; thence turn
an angle of 66 degrees 19 minutes 25 seconds to the right and run a distance of
105.90 feet; thence turn an angle of 14 degrees 18 minutes 36 seconds to the
right and run a distance of 28.50 feet; thence turn an angle of 48 degrees 30
minutes 00 seconds to the right and run a distance of 30.00 feet; thence turn
an angle of 94 degrees 45 minutes 00 seconds to the right and run a distance of
47.00 feet; thence turn an angle of 11 degrees 29 minutes 30 seconds to the left
and run a distance of 46.68 feet; thence turn an angle of 58 degrees 48 minutes
11 seconds to the right and run a distance of 40.00 feet to the point of beginning.

Situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34, Township 21 South, Range 1 West,
Shelby County, Alabama.

Situated in Shelby County, Alabama.

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1st Nat'l of Columbiana

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 _____ 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 _____ my _____ hand _____ and Seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

David L. Brasher, Sr.

CAUTION: IT IS THE DUTY OF THE RECORDER TO SEE THAT THIS CONTRACT BE RECORDED IN THE PROPER BOOK AND PAGE.

David L. Brasher, Jr. (L.S.)

(L.S.)

(L.S.)

THE STATE OF ALABAMA
Shelby County.

I, _____ Dinah G. Boaz _____ in and for said County

hereby certify that _____ David Leighton Brasher, Sr. _____

whose name _____ 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 this conveyance, _____ he _____ executed the same voluntarily on the day the same bears date.

Given under my hand, this _____ 8th _____ day of _____ January _____, 19 _____

David L. Brasher, Jr.

My Commission Expires August 1, 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. _____, 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