

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 3rd day of February, 19 82  
between Ronald Brasher and wife, Marvine 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 \$23,122.20  
Twenty-Three Thousand One Hundred Twenty-Two and 20/100-----DOLLARS,

due by One promissory note(s) of this date due in 60 monthly installments of \$385.37  
each, the first installment due the 5th day of March, 1982 and one installment thereafter  
until ~~said indebtedness is paid in full.~~

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether  
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-  
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion 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

Begin at the Northwest corner of the SE 1/4 of SW 1/4 of Section 17, Township 19,  
Range 1 West, and run thence East a distance of 500 feet to the point of beginning;  
thence run South a distance of 100 feet; thence East 100 feet; thence North 100  
feet; thence West 100 feet to the point of beginning.

There is also conveyed a 30 foot right-of-way of uniform width running East from  
the above described lot to the West line of the Florida Short Route Highway, the  
North line of said right-of-way being conveyed runs along the North line of said  
forty acre line and 30 feet South thereof.

LESS AND EXCEPT right-of-way to State of Alabama.

Situated in Shelby County, Alabama.

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CAHABA VALLEY BRANCH  
**FIRST NATIONAL BANK**

OF COLUMBIANA  
P.O. BOX 43343  
BIRMINGHAM, ALA. 35243

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, including any other indebtedness as described on page 1 hereof, 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 as 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

I hereby acknowledge a receipt

for a copy of this instrument.

CAUTION: It is important that you thoroughly read this instrument carefully before you sign it.

(L. S.)

(L. S.)

(L. S.)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 FEB 11 AM 10:02

Thomas A. Slaughter, Jr.  
JUDGE OF PROBATE

mtg. 34.80  
Red. 3.00  
Ind. 1.00  
38.80

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, Notary Public in and for said County hereby certify that Ronald Brasher and wife, Marvine Brasher

whose names 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 3rd day of February, 1982

*Arthur L. Evers*

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

Reco ling

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

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