

THE STATE OF ALABAMA, }
SHELBY County }

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned.....

Amelia J. Branan Johnston, a single woman (hereinafter called the Mortgagor) has become justly indebted to William B. Branan, Jr. (hereinafter called the Mortgagee) in the sum of Twelve Thousand (\$12,000.00) Dollars due by one promissory note.....

and whereas, the said William B. Branan, Jr. desirous of securing the prompt payment of said note when the same falls due, now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said

Amelia J. Branan Johnston, a single woman has bargained and sold, and do hereby grant, bargain, sell and convey unto the said William B. Branan, Jr.

the following described real estate situated in Shelby County

and State of Alabama, to-wit: A parcel of land located in the NE 1/4 of SW 1/4 of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southwest corner of Lot 52, of Hunter's Glen as recorded in Map Book 6, Page 49, in the Office of the Probate Judge in Shelby County, Alabama; thence in a Northwesterly direction along the Southwesterly line of said Lot 52, a distance of 171.24 feet to the Southeasterly right of way of Huntmaster Lane, said point being on a curve to the right, said curve having a radius of 657.61 feet and a central angle of 3 deg. 08' 12"; thence 87 deg. 16' 46" left, measured to tangent of said curve; thence along arc of said curve in a Southwesterly direction a distance of 36.0 ft to end of said curve; thence continue along said right of way a distance of 26.0 feet; thence 46 deg. 47' 43" left, in a Southwesterly direction, a distance of 265.01 feet, to the Northwesterly right of way of Shelby County Highway 72, said point being on a curve to the left, said curve having a radius of 533.67 feet and a central angle of 10 deg. 57' 04"; thence 129 deg. 35' 42" left, measured to tangent of said curve; thence along arc of said curve, in a Northeasterly direction a distance of 102.0 feet to end of said curve; thence continue along said right of way in a Northeasterly direction, a distance of 160.41 feet to the point of beginning. Being the same as Lot 53, according to the Survey of Hunter's Glen as recorded in Map Book 6, Page 49, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: 1) Current taxes; 2) 35 foot bldg set back line from Huntmaster Lane; 3) Restrictive covenants and conditions filed for record in Misc. Book warranted free from all encumbrances and against any adverse claims.

* continued on third page of this mortgage.

Mitchell, Ann + Pius

See release misc book 50 page 511 (5-3-83)

BOOK 418 PAGE 762

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagee . . . his heirs and assigns forever, and for the purpose of further securing the payment of said promissory note. I do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should I make default in the payment of same, the said mortgagee may at his option pay off the same; and to further secure said indebtedness first above named agree to keep said property insured for at least Twelve Thousand (\$12,000.00) Dollars, loss, if any, payable to said mortgagee as interest may appear, and if I fail to keep said property insured as above specified, then the said mortgagee may, at his option, insure said property for said sum for his own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagee shall become a debt to said mortgagee additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagee and be due and payable at the maturity of any of the principal or any interest thereon.

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BOOK UPON CONDITION, HOWEVER, That if the said mortgagor pay said note and reimburse said mortgagee for any amounts may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagee, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagee or of his 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, his agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 30 days, notice, by publication once a week for 4 consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in Shelby County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 mortgagor; and I further agree that said mortgagee, his agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and I further agree to pay a reasonable attorney's fee to said mortgagee or his assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part

of the debt hereby secured.

In the event the property which is the subject of this mortgage be sold or transferred by the owner, all amounts due under the promissory note securing this mortgage shall become due and payable at the time of the aforesaid transfer and this mortgage is not transferable. There shall be no penalty for early payoff of this mortgage.

Witness.....hand and seal.....this.....day of.....January.....A. D. 19.82.

WITNESS

Amelia J. Beaman Johnston (SEAL)

(SEAL)

*continued from Page 1 of this mortgage.

II, Page 433; 4) Transmission line permits to Alabama Power Co. recorded in Deed Book 127, Page 394 and in Deed Book 131, Page 322; 5) Permit to South Central Bell Telephone Company recorded in Deed Book 292, Page 621 and permit to Alabama Power Co. and Southern Bell Telephone and Telegraph Co. recorded in Deed Book 296, page 612.

Mortgage Deed

THE STATE OF ALABAMA

County

TO

Judge of Probate.

days of 19

on the

Records of Deeds,

19, and was recorded

in this office on the day of

age of the Probate Court of said County, hereby
ify that the foregoing conveyance was filed for

Recording Fee, \$

State Tax \$

PRINTED AND FOR SALE BY ZACK SMITH STATIONERY CO., B'HAM

THE STATE OF ALABAMA,

Shelby

County

I, the undersigned

a Notary Public in and for said County, in said State, hereby
certify that Amelia J. Branan Johnston, a single woman
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,
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21 day of January A. D. 1982

Hope A. Lewis

THE STATE OF ALABAMA,

County

I,

a in and for said County, in said State, hereby
certify that, a subscribing witness
to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated
that, the Grantor
voluntarily executed the same in presence, and in the presence of the other subscribing witness, on the
day the same bears date; that, attested the same in the presence of the Grantor, and of the
other witness, and that such other witness subscribed name as a witness in presence.

Given under my hand, this day of A. D. 19

1982 MAR -5 AM 8:31

mtg. 18.00
Recd. 6.00
Ind. 1.00
25.00

THE STATE OF ALABAMA,

County

I,

a in and for said County, in said State, hereby
certify that on the day of 19, came before me the
within named known to me (or made known to me),
to be the wife of the within named
who, being examined separate and apart from the husband, touching her signature to the within
, acknowledged that she signed the same of her own
free will and accord, without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand, this day of A. D. 19