167

THE STATE OF ALABAMA, Shelby County.

		Brasher, a	single man				
between	Henry Dale			<del></del>	<del></del>	<u>.</u>	
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the party of	the first part, an	d First National	Bank of Columbia	ana, Columbiana	, Ala., party of the	he second part,	
WITNES	SETH, that the p	arty of the first t	oart being indebte	ed to the party of	f the second part	in the sum of E	leven
	-	-	ix and 20/10		_		_DOLLAR!
1 - 1 -	one			together wi	th interest	as set out	
note pay	able in 60	_promissory note monthly inst	e(s) of this date tallments of	\$186.27 pe	r month wit	h the first	install
due_on_)	lovember l,	1982 and one	e such month	ly installr	ent on the	lst_day of	<u>each suc</u>
cessive and being d	month until esirous of securi	said indeb ng the payment o	tedness is p of the same, and	eald in full in consideration	thereof, ha <u>S</u>	_ granted, bargaii	ne <b>d,</b> sold an
-	_		grant, bargain, se	_	_		
	described — that plarly known as	is to say, situate	ed in the County	ornerr	<u> </u>	in the State of A	Madama, an
_		,					41.
Commence	at the SE	corner of S	W 1/4 of SW	1/4 of Sect	ion 4, Town	iship 20 Sou	tn,
Range 1	East; thenc	e run North	along East	line of sai	d 1/4-1/4 S	Section a	
<del></del>	of 635 fee	t; thence r	un West and	parallel wi	th the Sout	h line of	
		•	e of 890.94	<del></del>	<del>-</del> -	<del></del>	
曼 of the ]	parcel herei	n described	; thence con	itimue West,	, parallel v	vith the	
South 1:	ne of said	1/4-1/4 Sec	tion a dista	nce of 200.	00 feet; th	ence run	
North,	arallel wit	h the East	line of said	1 1/4-1/4 Se	ection a dis	tance of 22	0
_ feet to	a point whi	ch is 855 f	eet North of	the South	line of sai	id 1/4-1/4	
Section	thence run	East, para	llel with th	ne South lin	ne of said	1/4-1/4	
Section	a distance	of 200 feet	; thence rur	South, par	rallel with	the East	
line of	said 1/4-1/	4 Section,	a distance o	of 200 feet	to the poin	nt of	
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heginni	na accordino	to survey	of Frank W	Wheeler Re	egistered La	and	
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Surveyo	r, dated Jul	y 29, 1974.	of Frank W.	Wheeler, Re	egistered La	and	
Surveyo	r, dated Jul	y 29, 1974.	of Frank W.	Wheeler, Re	egistered La	and	
Surveyor  Surveyor  Surveyor  Surveyor  Surveyor	r, dated Jul	ANR	of Frank W.	Wheeler, Re	egistered La	and	

THE RESIDENCE OF THE PROPERTY OF THE PROPERTY

Probate

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 his 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

We furth	ner certify that t	the above pro	perty has n	prior in	en or end	umbri	nce there	on.			
Witness	my		hand	and Seal	, tł	e day	and year a	above writ JTION; li	ten.		
Signed	Sealed, and Deli y ocknowledge	ivered in the	Presence of				you th	oroughly	read if	n Instructi	ng) :ment
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	by County.	<del>-</del>							•		
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he day the		te.	23 <b>r</b> d		. Se			Zuch	all	19 <mark>82</mark>	· · · · · · · · · · · · · · · · · · ·