SHOWCASE MOBILE HOMES, INC.

Pelham, Ala.35124' P.O. ROX 716 (Addiess

MORTGAGE... LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA COUNTY Shelby

(2-23-83

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KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gene C. Brasher and Ernestine Brasher

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Showcase Mobile Homes, Inc. of 2797 Highway 31 South Pelham, Alabama

(hereinafter called "Mortgagee", whether one or more), in the sum of Fifty Three Thousand Eight Hundred Eighty eight and 40/100 - - -(\$ 53888.40), evidenced by A certain Retail Installment Contract/Security Agreement of even date herewith, payable to the order of the Mortgagee in the total of payments of Fifty Three Thousand Eight hundred Eighty eight and 40/100 including principal and interest payable in 180 payments of \$299.38 beginning March 14, 1983. as incorporated in and evidenced by that certain Retail Installment Contract/Security Agreement.

And Whereas. Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment therdof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Gene C. Brasher and Ernestine Brasher

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described County, State of Alabama, to-wit: -- " real estate, situated in Shelby County.

Begin at the southwest corner of the NE% of NE% of Section 11, Township 18, Range 1 East and run along the south line of said NE% of NE%, a distance of 360 feet; thence run North and parallel to the west line of NE% of the NE's a distance of 363 feet; thence run west and parallel to the south line of said NE% of NE%; a distance of 360 feet thence run south in a straight line 363 feet to the point of beginning. Said parcel containing 3 acres; more or less.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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Att: Flagel Smallwood Turcaloses At 35405.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or
assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee
may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to
keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and
reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee,
as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee,
and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's
own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended
by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the
debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or 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 said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Gene C. and Ernestine Brasher have hereunto set their signature a and seal, this TAX 80.85 ISTRUMENT WAS FILED 1.00 1983 FEB 23 AH 9:55 THE STATE of Alabama GGE OF PROBATE Shelby COUNTY Hazel S. Smallwood , a Notary Public in and for said County, in said State, hereby certify that Gene C. and Ernestine Brasher signed to the foregoing conveyance, and who are known to me acknowledged before meton this whose name B that being informed of the contents of the conveyance they executed the same voluntarily on the day the same Bears, day Given under my hand and official seal this day of JUNE 7, 1983 Alabama THE STATE of Shelby COUNTY . a Notary Public in and for said County, in said State, Hazel S. Smallwood hereby certify that Joe F. S'ewart Jr. Showcase Mobile Homes, Inc. President whose name as a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. . 19 483 11 Given under my hand and official seal, this the day of JUNE 7, 1989

MORTGAGE DE

This form furnished by

AND TITLE COMPANY OF ALAN 317 NORTH 20th STREET BIRMINGHAM, ALABAMA 3520

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Return to: