

# REAL ESTATE MORTGAGE DEED

438

9-14-83  
BOOK 430 PAGE 929

NAMES AND ADDRESSES OF ALL MORTGAGORS Harvey Bascum Brasher, and wife Julia Sandlin Brasher Rt. 1 Box 294-F Sterrett, Al. 35147			MORTGAGEE: C.I.T. FINANCIAL SERVICES, INC. ADDRESS: 1633-B Montgomery Hwy. Hoover, Al. 35216		
LOAN NUMBER	DATE	Date Finance Charge Begins To Accrue If Other Than Date of Transaction	NUMBER OF PAYMENTS	DATE DUE EACH MONTH	DATE FIRST PAYMENT DUE
17559	5-9-83	5-13-83	96	13th	6-13-83
AMOUNT OF FIRST PAYMENT	AMOUNT OF OTHER PAYMENTS	DATE FINAL PAYMENT DUE	Final Payment Equal In Any Case To Unpaid Amount Financed and Finance Charge	TOTAL OF PAYMENTS	AMOUNT FINANCED
\$ 178.84	\$ 178.84	5-13-91		\$ 17,168.64	\$ 9500.66

THIS MORTGAGE SECURES FUTURE ADVANCES — MAXIMUM OUTSTANDING \$25,000.00

The words "I," "me" and "my" refer to all borrowers indebted on the note secured by this Mortgage Deed.

The words "you" and "your" refer to lender.

To secure payment of a Note I signed today promising to pay you the above Amount Financed together with a Finance Charge thereon and to secure all other and future advances which you make to me, the Maximum Outstanding at any given time not to exceed the amount stated above, each of the undersigned grants, bargains, sells and conveys to you, with power of sale, the real estate described below, and all present and future improvements on the real estate, which is located

in Alabama, County of Shelby

A parcel of land located in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 29, Township 19 South, Range 1. West, Shelby County, Alabama, more particularly described as follows: Commence at the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence in a Westerly direction, along the South line of said Section a distance of 443.71 feet to the point of beginning; thence continue along last described course a distance of 103.29 feet; thence 57 deg. 53 min. 37 sec. right, in a Northwesterly direction a distance of 286.66 feet to the Southeasterly right of way of Shelby County Highway 11; thence 90 deg. right, in a Northeasterly direction along said right of way a distance of 315.0 feet; thence 123 deg. 40 min. right, in a Southerly direction a distance of 410.39 feet to the point of beginning. Situated in Shelby County, Alabama. said parcel contains 1.52 acres.

a/k/a Rt. 1 Box 294-F Sterrett, Alabama 35147

The undersigned mortgagee does hereby certify that the amount of indebtedness presently incurred with respect to this instrument is \$9500.66.

C.I.T. FINANCIAL SERVICES, INC.

BY:

I agree to pay my Note according to its terms and if I do, then this mortgage deed will become null and void.

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate as they become due and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or any other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you, will bear interest at the highest lawful rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this mortgage deed.

If I default in paying any part of any installment or if I default in any other way, all my obligations to you will become due, if you desire, without your advising me. You may take possession of the real estate and you may sell it for cash in the manner you consider best to the highest bidder at public sale in front of the Courthouse door in the county in which the real estate is located. First, however, you must give me 21 days' notice by publishing once a week for three consecutive weeks the time, place and terms of sale in any newspaper published in the county where the real estate is located. The proceeds of the sale, less a reasonable outside attorney's fee which you incur not to exceed 15% of the amount I owe you if the Amount Financed of the note in default exceeds \$300, will be credited to my unpaid balance. If any money is left over after you enforce this mortgage deed and deduct your attorney's fees, it will be paid to me, but if any money is still owing, I agree to pay you the balance. You, your agents or assigns may bid at the sale and purchase the real estate if you are the highest bidder.

Each of the undersigned waives all marital rights, homestead exemption any other exemptions relating to the above real estate.

Each of the undersigned agrees that no extension of time or other variation of any obligation secured by this mortgage will affect any other obligations under this mortgage.

In Witness Whereof, (I, we) have hereunto set (my, our) hand(s) this 9th day of May, 19 83.

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED  
 1690 1983 MAY 10 PM 2:59

X Harvey Bascum Brasher (Seal)  
Julia Sandlin Brasher (Seal)  
 (Seal)

STATE OF ALABAMA  
 COUNTY OF Jefferson  
Thomas A. Shandlin, Jr.  
 JUDGE OF PROBATE

I, Deborah Ann Watson, a Notary Public in and for said County in said State, hereby certify that Harvey Bascum Brasher and Julia Sandlin Brasher whose name(s) (is-are) signed to the foregoing conveyance, and who (is-are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he-she-they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of May, 19 83.

Deborah Ann Watson Notary Public  
 my commission expires 11-11-85

This instrument was prepared by R. A. Moseley, Jr.  
P. O. Box 36129  
Hoover, Al. 35236



82-2114 (9-79) ALABAMA - CLOSED - END.

ORIGINAL