

This instrument was prepared by

(Name) JAMES E. HILL, JR.

(Address) 819 Parkway Drive SE Leeds, Alabama 35094

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama 236

STATE OF ALABAMA }  
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

CLAYTON BRASHER and wife, BETTY BRASHER

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

DAYTON H. WILDER and LULA A. WILDER

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$13,500.00)----- Dollars (\$13,500.00 ), evidenced by One promissory note of even date in the principal sum of \$13,500.00 with interest at the simple annual rate of ten (10%) payable in ninety-six (96) equal, consecutive, monthly installments of Two Hundred Four and 86/100 (\$204.86) beginning January 14, 1984.

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

NOW THEREFORE, in consideration of the premises, said Mortgagors,

CLAYTON BRASHER and wife, BETTY BRASHER

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

A tract of land situated in the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Sction 10, Township 18 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Commence at the NE corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of S 10, T 18 S, R 1 E, Shelby County, Alabama, and run in a westerly direction along the North line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 52.73 feet to a point on the West right of way line of a county road; thence turn a deflection angle of 83°35'20" to the left (angle measured to tangent) and run in a southerly to southwesterly direction along the West right of way line of said county road and along the arc of a curve to the right having a central angle of 18°29'10" and a radius of 213.23 feet a distance of 74.61 feet to the P.T. of said curve; thence continue along the projection of the tangent to the last described curve and along the West right of way line of said county road in a southwesterly direction a distance of 184.15 feet to a point on the North side of a 20 ft. driveway; thence turn an interior angle of 113°21'30" and run to the right in a westerly direction along the North line of said driveway a distance of 89.88 feet to a point; thence turn an interior angle of 199°39'40" and run to the left in a southwesterly direction along the Northwest side of said 20 ft. driveway a distance of 105.06 feet to a point; thence turn an interior angle of 119°41'00" and run to the right in a northwesterly direction a distance of 400.27 feet to a point on the North line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 10, thence turn an interior angle of 42°11'40" and run to the right in an easterly direction along the North line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 583.82 feet to the point of beginning. Containing 2.28 acres.

The proceeds of this loan were applied to the purchase price of the subject real estate.

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

JAMES E. HILL, Jr.

Attorney at Law

819 PARKWAY DRIVE S.E.

BOOK 441 PAGE 667

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 Clayton Brasher and wife, Betty Brasher

have hereunto set OUR signature and seal, this

14 day of December, 1983

CLAYTON BRASHER

(SEAL)

BETTY BRASHER

(SEAL)

BETTY BRASHER

(SEAL)

(SEAL)

THE STATE of ALABAMA  
SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Clayton Brasher and wife, Betty Brasher

whose name 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this

14 day of December, 1983

Notary Public.

THE STATE of

COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of 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.

Given under my hand and official seal, this the

day of

, 19

Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203