

1143

This instrument was prepared by Larry D. Kizziah atty 2104 Rocky Ridge Road Bham Alabama
This instrument prepared by: SIMPLE

Name: _____

Address: _____

STATE OF ALABAMA

Shelby COUNTY

MORTGAGE

This indenture is made and entered into this 17 day of January, 1985, by and between

Henry Dale Brasher

(hereinafter called "Mortgagor", whether one or more) and UNITED COMPANIES MORTGAGE AND LIFE INSURANCE

COMPANY

a LOUISIANA

corporation

(hereinafter called "Mortgagee").

WHEREAS, Henry Dale Brasher IS (are) justly indebted to the Mortgagee

in the amount of twenty thousand five hundred dollars and 0/100's dollars

(\$ 20,500.00).

Now, therefore, in consideration of the promises, and to secure the payment of the debt evidenced by a promissory note of even date herewith and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

SEE EXHIBIT "A"

Together with all rights, privileges, tenements and appurtenances appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as otherwise set forth herein, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

This mortgage is subordinate to that certain mortgage from _____ dated _____
to _____
and recorded in _____ Book _____ at page _____ in the Probate Court
of _____ County, Alabama.

Reliable Security

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Upon condition, however, that if the Mortgagor pays the Debt (which debt includes the indebtedness evidenced by the promissory note referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceeding; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt (which includes principal and accrued interest) shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows; first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee, and no such attorney's fees shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) whether the same shall or shall not have fully matured at the date of said sale, but not interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee; provided, however, that no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Henry Dale Brasher
Henry Dale Brasher

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA

_____ COUNTY

I, the undersigned authority, in and for said county in said state, hereby certify that _____, whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instruments, _____ he _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 17 day of Jan, 19 85

Jimmy Z Howell
Notary Public
My Commission expires: _____

NOTARY MUST AFFIX SEAL

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_____ COUNTY

I, the undersigned authority, in and for said county in said state, hereby certify that _____, whose name as _____ of _____, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____

Notary Public
My commission expires: _____



015 692

EXHIBIT "A"

STATE OF ALA. SHELBY CO.
T. C. CLEGG, JRS.
REGISTERED LAND SURVEYOR
1965 JAN 22 PM 3:06
Mtg. tax - 3075
Rec'd 1250
Ind 100
4425

Commence at the SE corner of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 20 South, Range 1 East; thence run North along East line of said Quarter-Quarter Section a distance of 635 feet; thence run West and parallel with the South line of said Quarter-Quarter Section a distance of 890.94 feet to the point of beginning of the parcel herein described; thence continue West, parallel with the South line of said Quarter-Quarter Section, a distance of 200.00 feet; thence run North, parallel with the East line of said Quarter-Quarter Section, a distance of 220 feet to a point which is 855 feet North of the South line of said Quarter-Quarter Section; thence run East, parallel with the South line of said Quarter-Quarter Section, a distance of 200 feet; thence run South, parallel with the East line of said Quarter-Quarter Section, a distance of 220 feet to the point of beginning according to survey of Frank W. Wheeler, Registered Land Surveyor, dated July 29, 1974.

Also, an easement for a driveway or roadway and for public utility lines, of an equal width of 20 feet over and across the following described property: Begin at the NW corner of the above described parcel, said NW corner of said above described parcel being the point of beginning; thence run South, along the West line of said above described parcel, a distance of 20 feet; thence run West, parallel with the South line of said Quarter-Quarter Section a distance of 184 feet to a point on the East right of way line of Shelby County Highway 55, said point being 835 feet North of the South line of said Quarter-Quarter Section; thence run North, along the East right of way line of said highway, a distance of 20 feet, more or less, to a point which is 855 North of the South line of said Quarter-Quarter section; thence run East, parallel with the South line of said Quarter Quarter Section, a distance of 184 feet to the point of beginning, said easement to provide ingress and egress to and from said Highway 55 (being also known as Westover Road) and the above described parcel.

Subject to easements and rights of way of record, and subject to an easement for a driveway or roadway, and for public utility lines, of an equal width of 20 feet over and across the north 20 feet of said property, said easement reserved being to provide ingress and egress to and from said Highway 55 (being also known as the Westover Road) and other property lying to the East thereof, it being agreed and understood that the grantees herein and their successors in title shall not have the right to obstruct said driveway, roadway, or easement by fence or otherwise.