

This instrument was prepared by

ASB

(Name) Jean C. Collum

(Address) P. O. Box 43334, Birmingham, Al. 35243

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Neville Willis Brown, Jr. and wife, Sequoia Brown

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

Stella Townley

(hereinafter called "Mortgagee", whether one or more), in the sum

of Thirty nine thousand and no/100-----Dollars
(\$ 39,000.00), evidenced by A Real Estate Mortgage Note

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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,

Neville Willis Brown, Jr. and wife, Sequoia Brown

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:

Commence at the Northeast corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and run thence Southerly along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 206.15 feet to the point of beginning of the property being described; thence turn an angle of 54 degrees 48 minutes to the right and run Southwesterly a distance of 406.63 feet to a point; thence turn an angle of 105 degrees 55 minutes 57 seconds to the left and run Southeasterly along the existing fence line a distance of 326.22 feet to a point of the Northeasterly right-of-way line of Shelby County Highway No. 51; thence turn an angle of 88 degrees 04 minutes 43 seconds to the left and run Northeasterly along the said right-of-way line a distance of 577.36 feet to a point; thence turn an angle of 130 degrees 24 minutes 39 seconds to the left and run Westerly a distance of 298.89 feet to the point of beginning, Situated in Shelby County, Alabama.

This conveyance is subject to easements and restrictions of record.

This is a purchase money first mortgage.

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

Jean C. Collum

Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-; 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 Neville Willis Brown, Jr. and wife, Sequoia Brown

have hereunto set their signature and seal, this

day of , 19 89

X *Neville W. Brown Jr* (SEAL)
 Neville Willis Brown, Jr.
 X *Sequoia Brown* (SEAL)
 Sequoia Brown
 (SEAL)
 (SEAL)

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THE STATE of TEXAS

COUNTY }

I, THE UNDERSIGNED , a Notary Public in and for said County, in said State, hereby certify that Neville Willis Brown, Jr. and wife, Sequoia Brown

whose names 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 22nd day of June , 1989

Notary Public.

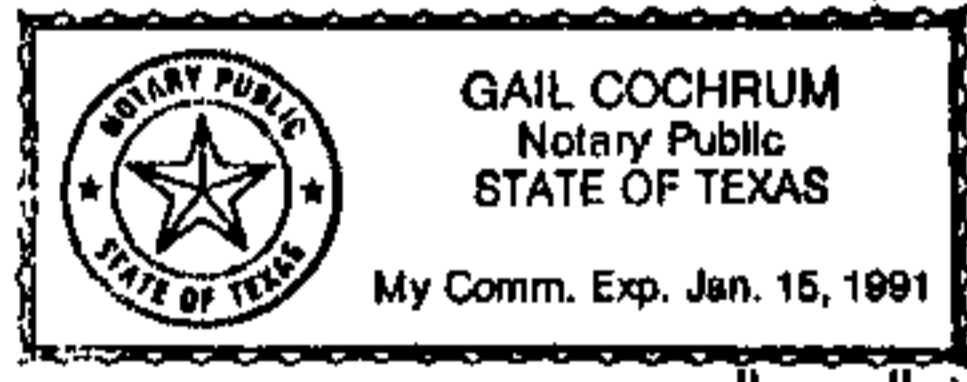
THE STATE of *Texas* COUNTY }

I, *Gail Cochrum* , a Notary Public in and for said County, in said State, hereby certify that *Neville Willis Brown, Jr. & wife, Sequoia Brown*

whose names ~~are~~ *are* ~~are~~ *are* known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, ~~they~~ *they* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22nd day of June , 1989

Gail Cochrum , Notary Public



Return to: Jean C. Collum
 P. O. Box 43334
 Birmingham, Al. 35243
 Neville W. Brown, Jr.
 wife, Sequoia Brown
 TO
 Stella Townley

MORTGAGE DEED

JUL 21 AM 10:12

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>58.50</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>3.00</u>
TOTAL		<u>66.50</u>

This form furnished by

LAND TITLE COMPANY OF ALABAMA
 317 NORTH 20TH STREET
 BIRMINGHAM, ALABAMA 35203