

This instrument was prepared by:

Conwill & Justice  
P. O. Box 557, Columbiana, Alabama 35051

Inst # 1999-01131

## MORTGAGE

STATE OF ALABAMA  
SHELBY COUNTY

01/08/1999-01131  
KNOW ALL MEN BY THESE PRESENTS:  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 22.00

That Whereas, Shelby Ray Brasher and Nancy Yolanda Brasher, husband and wife, (hereinafter called "Mortgagor", whether one or more) are justly indebted to Jean B. Arthur, (hereinafter called "Mortgagee", whether one or more), in the sum of Five Thousand and no/100 Dollars (\$5,000.00), evidenced by a promissory note executed simultaneously herewith;

And Whereas, Mortgagor agreed, in incurring said indebtedness, and any extensions and renewals thereof, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, Mortgagor, Shelby Ray Brasher and Nancy Yolanda Brasher, husband and wife, and all others executing this mortgage do hereby grant, bargain, sell and convey unto Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

Commence at the NE corner of the E 1/2 of Fraction "E" of Section 29, Township 19 South, Range 3 East; thence run south along the East line thereof 592.20 feet; thence 52 degrees 22 minutes 39 seconds left run southeasterly 57.62 feet; thence 3 degrees 03 minutes 02 seconds left run southeasterly 244.56 feet; thence 86 degrees 11 minutes 25 seconds right run southwesterly 98.50 feet; thence 8 degrees 31 minutes 20 seconds right run 186.46 feet; thence 4 degrees 55 minutes 31 seconds right run southwesterly 127.09 feet; thence 14 degrees 44 minutes 13 seconds right run 46.0 feet to the center of a road; thence 56 degrees 26 minutes 33 seconds right run southwesterly along the center of said road for 112.40 feet; thence 11 degrees 58 minutes 06 seconds left continue along said centerline for 67.92 feet; thence 19 degrees 40 minutes 20 seconds left run southwesterly along the center of said road 41.80 feet; thence 28 degrees 17 minutes 10 seconds left run southwesterly 43.69 feet; thence 30 degrees 58 minutes 10 seconds left run 51.26 feet; thence 2 degrees 55 minutes 38 seconds left run 47.76 feet; thence 7 degrees 26 minutes 03 seconds right run southwesterly 49.06 feet; thence 7 degrees 20 minutes 40 seconds right run 64.25 feet; thence 80 degrees 08 minutes 20 seconds left run southeasterly away from said centerline of said road 14.97 feet; thence 112 degrees 26 minutes 32 seconds right run 99.51 feet to the centerline of aforesaid road; thence 17 degrees 00 minutes 52 seconds right run along said centerline 220.45 feet to the end of said road and the point of beginning; thence 0 degrees 49 minutes 32 seconds right run 106.21 feet; thence 76 degrees 08 minutes 29 seconds left run southerly 272.00 feet; thence 112 degrees 27 minutes 57 seconds left run 236.23 feet; thence 96 degrees 24 minutes 54

JNBSC/Louis Ray

seconds left run northwesterly 236.61 feet to the point of beginning.

**This is a purchase money mortgage.**

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

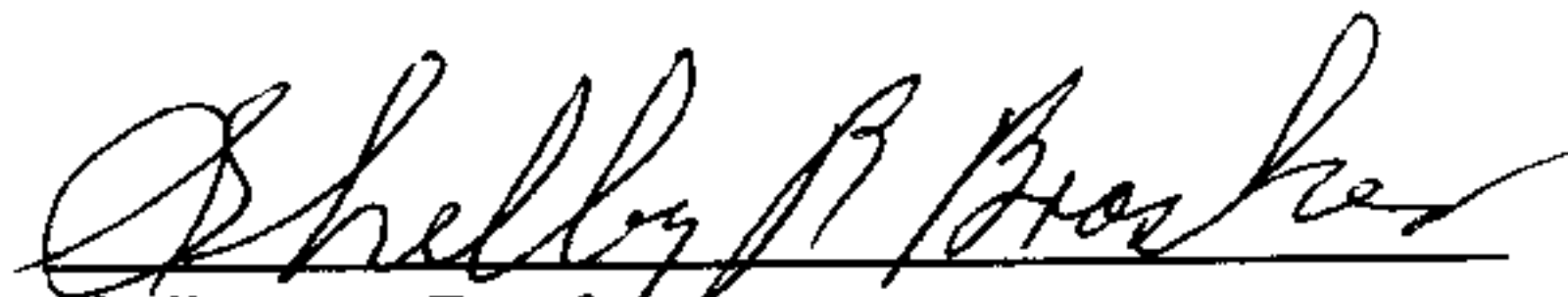
To Have And To Hold the above granted property unto Mortgagee and Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor 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 Mortgagee, with loss, if any, payable to Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option insure said property 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 Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee, or assigns, and be at once due and payable. If Mortgagee elects not to make such payment, then the failure of Mortgagor to pay for such taxes, assessments or insurance may be treated by Mortgagee as a default under this Mortgage.

Upon condition, however, that if Mortgagor pays said indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee 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 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 Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance 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 is subject to foreclosure as now provided by law in case of past due mortgages, and Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving three weeks 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 encumbrances, 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 Mortgagor, and Mortgagor further agrees that 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 Mortgagee or assigns, for the foreclosure of this mortgage, should the same be foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Shelby Ray Brasher and Nancy Yolanda Brasher, husband and wife, has or have hereunto set his/her/their/its signature(s) and seal(s), this 5th day of January, 1999.

  
Shelby Ray Brasher

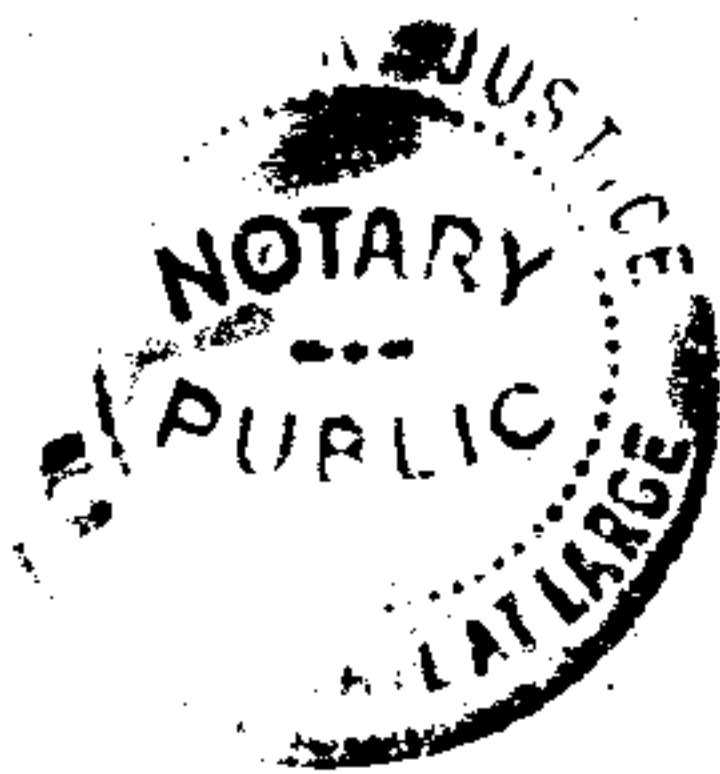
  
Nancy Yolanda Brasher


STATE OF ALABAMA  
SHELBY COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shelby Ray Brasher and Nancy Yolanda Brasher, husband and wife, 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 5th day of January, 1999.



  
Notary Public

Inst # 1999-01131

01/08/1999-01131  
02:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 22.00