

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 57,913.45

Total of Payments \$ \_\_\_\_\_

The State of Alabama, shelby County. Know All Men By These Presents: That whereas, JOHNNY BRASHER AND WIFE, MARY JO BRASHER, Mortgagors, whose address is 398 HWY 50 VANDIVER, ALABAMA 35176, are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Wells Fargo Financial Alabama, Inc., Mortgagee, whose address is 235 LAKESHORE PARKWAY HOMEWOOD, ALABAMA 35209, evidencing a loan made to Mortgagors by Mortgagee. The Amount Financed on said loan is stated above. Said Note is payable in monthly instalments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any instalment shall, at the option of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing a refinancing of any unpaid balance of the Note above described, or renewal thereof, the Mortgagors hereby grant, bargain, sell and convey to the Mortgagee the following described real estate lying and being situated in shelby County, State of Alabama, to wit:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

1st # 2001-00196

01/03/2001-00196  
02:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CJ1 101.00

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, or any instalment thereof when due, or if any covenant herein is breached, then Mortgagee, its successors, assigns, agent or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes, and the balance, if any, pay over to the Mortgagors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagors further specially waive all exemptions which Mortgagor now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to not sell or transfer the aforegranted premises, or any part, without Mortgagee's prior written consent and any such sale or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 28TH day of DECEMBER, 2000.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Johnny Brasher (L.S.) ◀ SIGN HERE  
Mary Jo Brasher (L.S.) ◀ SIGN HERE  
(If married, both husband and wife must sign)

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that JOHNNY BRASHER AND WIFE, MARY JO BRASHER, whose name 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 the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28TH day of DECEMBER, 2000.

MY COMMISSION EXPIRES  
MARCH 3, 2003

Jane H. Mansfield  
Notary Public

This instrument was prepared by: CASSIUS BURRELL 235 LAKESHORE PKWY HOMEWOOD AL 35209

Wells Fargo Financial  
Wildwood Center  
235 Lakeshore Parkway  
Homewood, Alabama 35209  
205 942-1227  
205 940-9045 Fax

WELLS  
FARGO

FINANCIAL

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED  
DECEMBER 28, 2000.

4.

**LEGAL DESCRIPTION:**

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:  
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 1  
EAST, SHELBY COUNTY, ALABAMA, SAID PROPERTY BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE  
SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 11,  
TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA,  
AND RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF  
SAID QUARTER-QUARTER SECTION A DISTANCE OF 789.02 FEET TO A  
POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF A COUNTY ROAD;  
THENCE DEFLECT 111 DEGREES 09 MINUTES 00 SECONDS TO THE  
RIGHT AND RUN IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT  
OF WAY LINE A DISTANCE OF 240.21 FEET TO THE POINT OF  
BEGINNING OF THE HEREIN-DESCRIBED PARCEL; THENCE DEFLECT 1  
DEGREE 42 MINUTES 20 SECONDS TO THE LEFT AND RUN IN A  
NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE A  
DISTANCE OF 210.56 FEET TO A POINT; THENCE TURN AN INTERIOR  
ANGLE OF 107 DEGREES 40 MINUTES 20 SECONDS AND RUN TO THE  
RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 214.14 FEET TO  
A POINT; THENCE TURN AN INTERIOR ANGLE OF 69 DEGREES 23

MINUTES 45 SECONDS AND RUN TO THE RIGHT IN A SOUTHWESTERLY  
DIRECTION A DISTANCE OF 198.40 FEET TO A POINT; THENCE TURN  
AN INTERIOR ANGLE OF 114 DEGREES 34 MINUTES 15 SECONDS AND  
RUN TO THE RIGHT IN A WESTERLY DIRECTION A DISTANCE OF  
208.59 FEET TO THE POINT OF BEGINNING OF THE HEREIN  
DESCRIBED PARCEL; CONTAINING 0.94 ACRES, MORE OR LESS.  
THIS IS A DEED OF CORRECTION CORRECTING ERRONEOUS  
DESCRIPTION CONTAINED IN THAT DEED RECORDED IN DEED BOOK  
306, PAGE 36, IN THE PROBATE RECORDS OF SHELBY COUNTY,  
ALABAMA.

SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS  
OF WAY OF RECORD.

ADDRESS: 398 HWY 50; VANDIVER, AL 35176 TAX MAP OR  
PARCEL ID NO.: 4-1-11-0-1-45.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

SCHEDULE B - SECTION 1

JOHNNY BRASHER

*Johnny Brasher*

MARY JO BRASHER

*Mary Jo Brasher*

Inst # 2001-00196

01/03/2001-00196  
02:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

107.00

002 CJ1