

THIS INSTRUMENT PREPARED BY:
BARNES, TUCKER & BARNES, P.C.
8107 PARKWAY DRIVE
LEEDS, ALABAMA 35094

20171218000449700
12/18/2017 01:03:30 PM
MORT 1/4

MORTGAGE

STATE OF ALABAMA
JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, **THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTYPROBATE CASE #17BHM01442** (hereinafter called "Mortgagors" whether one or more) are justly indebted to **BRASHER PROPERTIES, LLC** (hereinafter called "Mortgagee" whether one or more), in the principal sum of **FOURTY- FIVE THOUSAND AND NO/ 100 (\$45,000.00)** being due and payable on or before .

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, **THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTYPROBATE CASE #17BHM01442**, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in **JEFFERSON** County, State of Alabama, to-wit:

SEE ATTACHED EXHIBIT "A"



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 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 of 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 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 sums 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 the 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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.



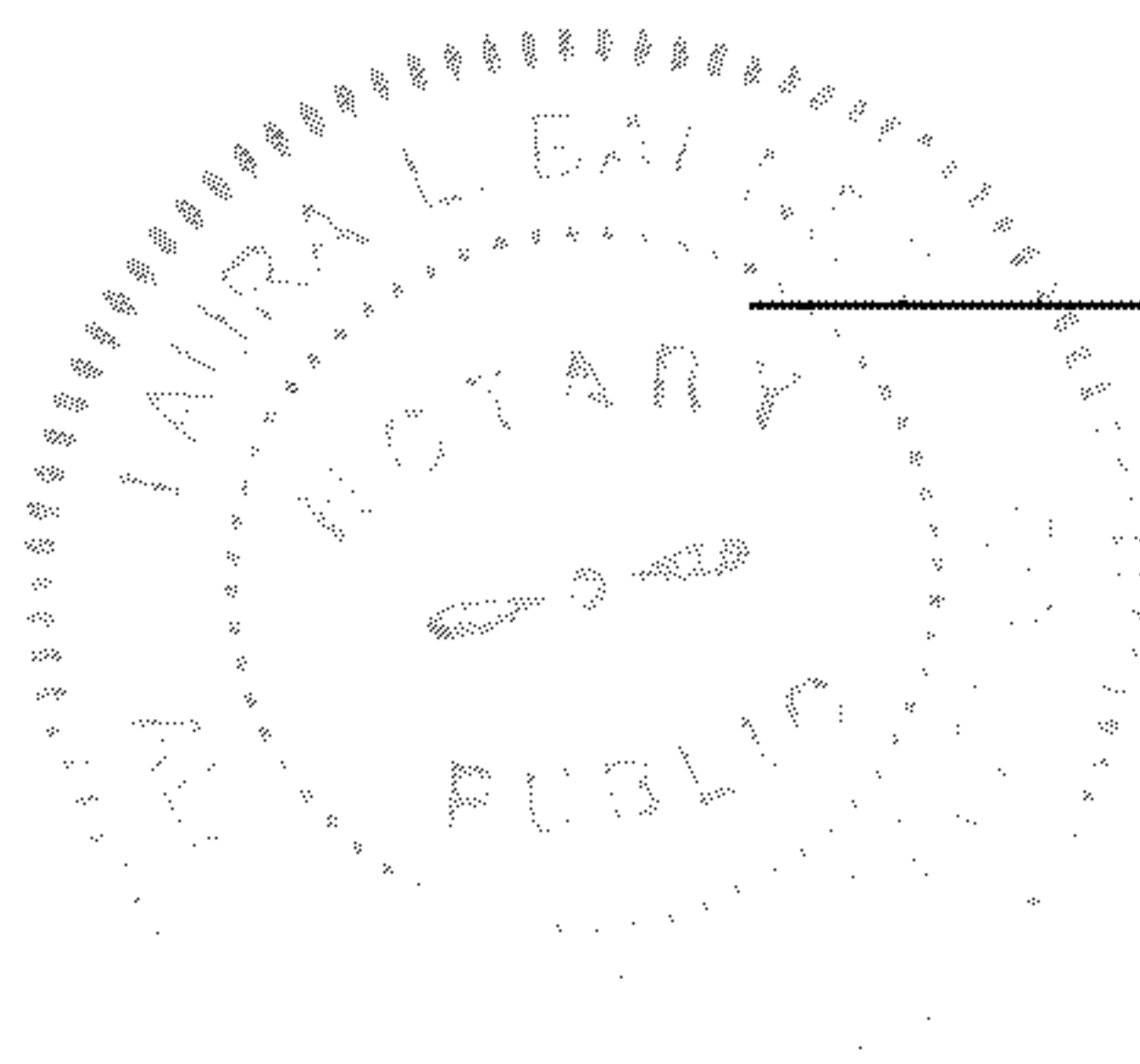
IN WITNESS WHEREOF, the undersigned, **THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTYPROBATE CASE #17BHM01442**, have hereunto set their signature(s) and seal(s) this 13TH DAY OF DECEMBER, 2017.


THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTYPROBATE CASE #17BHM01442

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTYPROBATE CASE #17BHM01442**, whose name(s) 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 13TH DAY OF DECEMBER, 2017.




Notary Public

My Commission Expires:

2/4/20

LEGAL DESCRIPTION

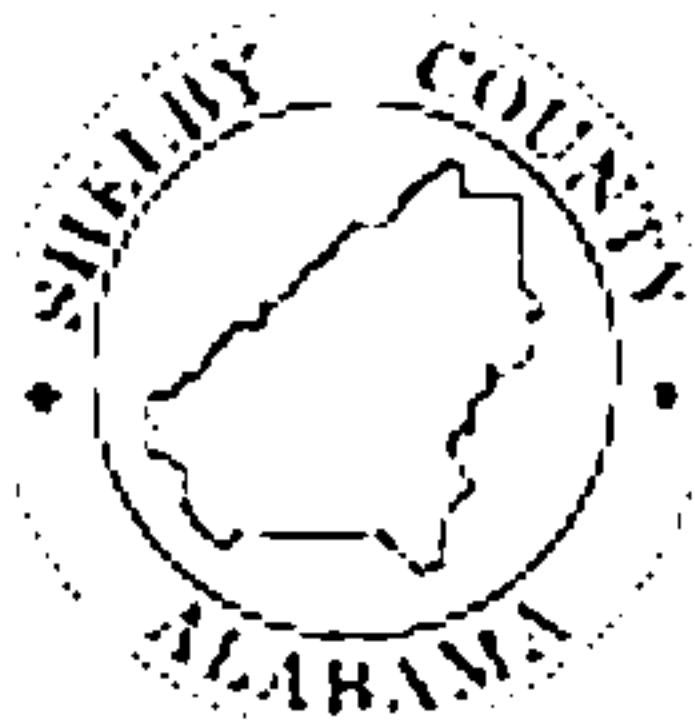
Parcel I:

Commence at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 30, Township 18, Range 2, East, thence turn South 12 deg. 30 min. West a distance of 355.31 feet, thence turn 31 deg. 55 min. to the left and run a distance of 713.80 feet to the North line of an old road; thence turn an angle of 58 deg. 33 min to the left and run a distance of 85.50 feet to the point of beginning; thence continue in the same direction a distance of 128.10 feet; thence turn an angle of 22 deg 57 min to the left and run a distance of 85.00 feet; thence turn an angle of 78 deg 00 min to the left and run a distance of 210.00 feet; thence turn an angle of 88 deg 39 min to the left and run a distance of 170.00 feet; thence turn an angle of 80 deg 34 min to the left and run a distance of 212.86 feet to the point of beginning; being situated in Shelby County, Alabama

Parcel II:

Together with a 12 foot wide ingress/egress easement situated inside Lot 2 of Beulah Estates, as recorded in Map Book 41, Page 148, in the Office of the Judge of Probate of Shelby County, Alabama lying 6 feet either side of and parallel to the following described centerline:

Commence at the NW corner of above said Lot 2; thence South 09 degrees 51 minutes 35 seconds West a distance of 136.43 to the point of beginning of said centerline; thence South 36 degrees 34 minutes 35 seconds West a distance of 25.58 feet to a curve to the right, having a radius of 30.00, a central angle of 86 degrees 44 minutes 35 seconds and subtended by a chord which bears South 79 degrees 56 minutes 52 seconds West and a chord distance of 41.20 feet; thence along the arc of said curve a distance of 45.42 feet; thence North 56 degrees 40 minutes 50 seconds West a distance of 30.35 feet; thence North 77 degrees 25 minutes 32 seconds West a distance of 37.09 feet; thence South 81 degrees 33 minutes 21 seconds West a distance of 39.50 feet; thence South 62 degrees 07 minutes 12 seconds West a distance of 40.46 feet; thence North 86 degrees 25 minutes 46 seconds West a distance of 27.81 feet to the Easterly ROW line of Alabama Highway 25 and the point of ending of said centerline.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
12/18/2017 01:03:30 PM
\$91.50 CHERRY
20171218000449700

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the printed name and title of the County Clerk.