

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THAT CERTAIN MORTGAGE RECORDED IN INSTRUMENT 20171218000449700 TO ADD AN ADDITIONAL MORTGAGOR OMITTED IN ERROR AND IN ORDER TO COMPLY WITH COURT ORDER RECORDED IN INSTRUMENT 20171218000449710, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

THIS INSTRUMENT PREPARED BY:  
BARNES & BARNES LAW FIRM, P.C.  
8107 PARKWAY DRIVE  
LEEDS, ALABAMA 35094  
(205)699-5000

20180126000027820  
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### **CORRECTIVE MORTGAGE**

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, THOMAS EDWARD ISBELL JR., Individually, an unmarried man and THOMAS EDWARD ISBELL JR., AS CO-CONSERVATOR OF THE ESTATE OF THOMAS EDWARD ISBELL III, A MINOR JEFFERSON COUNTY PROBATE 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 FORTY- 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., individually, an unmarried man and Thomas Edward Isbell Jr., as Co-Conservator of the Estate of Thomas Edward Isbell III, a minor, Jefferson County Probate 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 Shelby 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

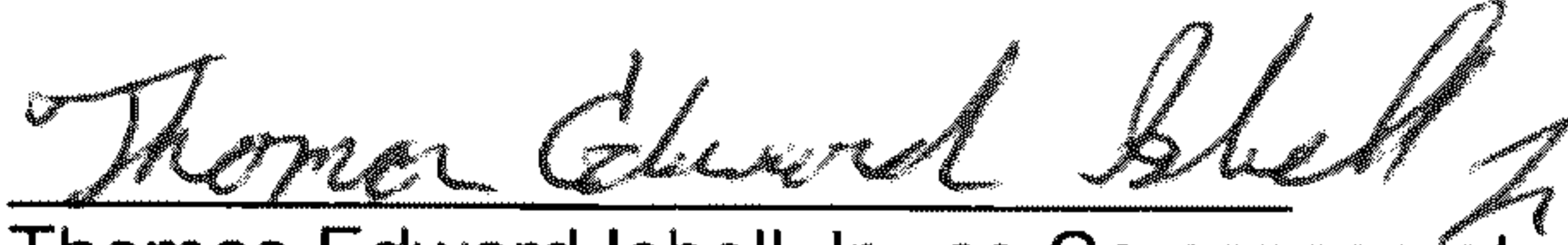
said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become 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 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 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 in mass as the 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 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 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 therefore, 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., Individually and Thomas Edward Isbell Jr., as Co-conservator of the Estate of Thomas Edward Isbell III, a minor, Jefferson County Probate Case #17BHM01442, have hereunto set their signature(s) and seal(s) this 10<sup>th</sup> Day of January, 2018.



Thomas Edward Isbell Jr.,  
an unmarried man



Thomas Edward Isbell Jr., as Co-conservator  
of the Estate of Thomas Edward Isbell III, a  
minor, Jefferson County Probate Case#  
17BHM01442

STATE OF ALABAMA  
JEFFERSON COUNTY

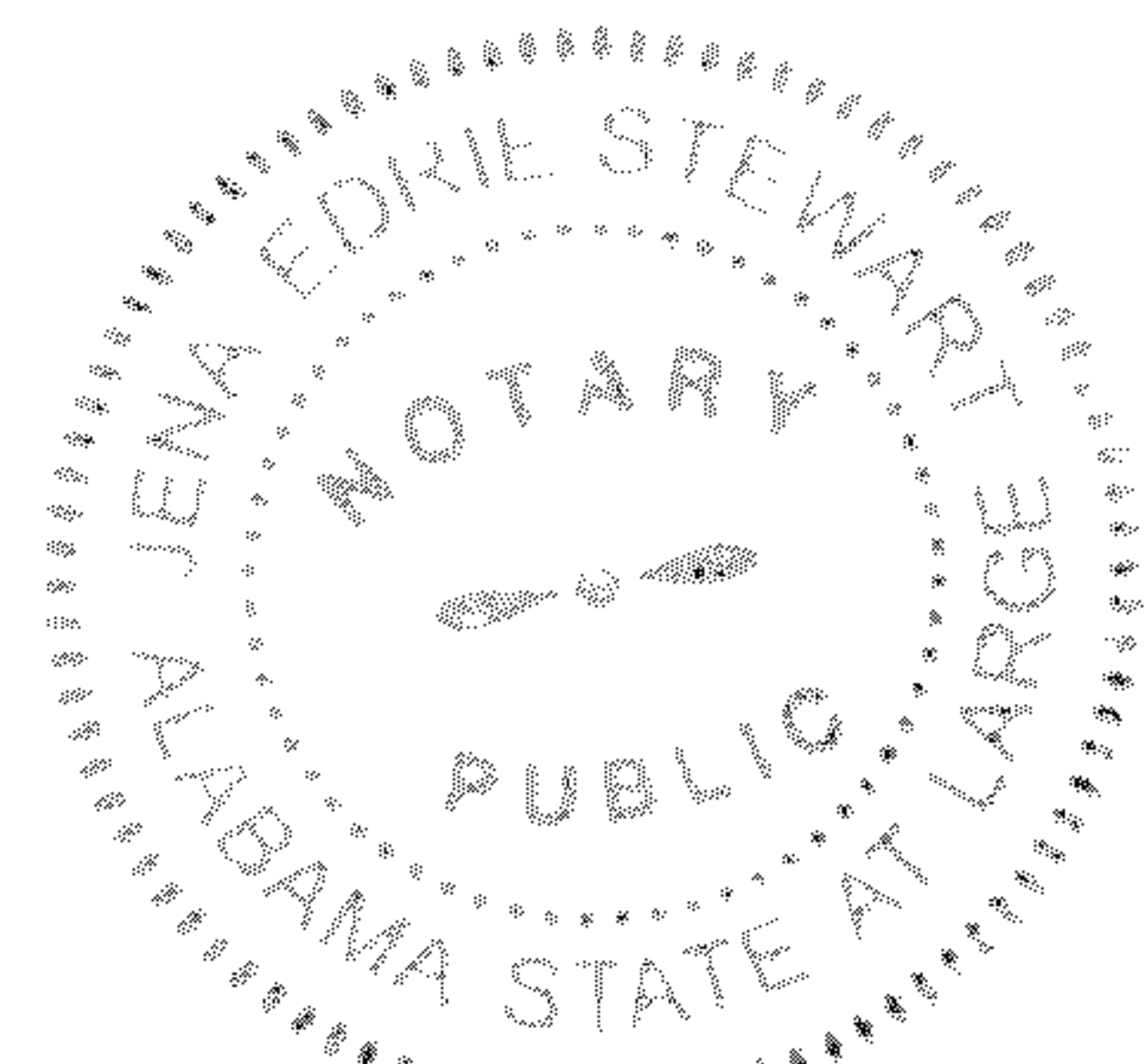
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Thomas Edward Isbell Jr., as Co-Conservator of the Estate of Thomas Edward Isbell III, a minor, Jefferson County Probate Case #17BHM01442 has signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, in his/her capacity as Co-Conservator, executed the same voluntarily for and as the act of Estate of Thomas Edward Isbell III, a minor, Jefferson County Probate Case #17BHM01442 on the day the same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of January, 2018



NOTARY PUBLIC

My Commission Expires: 10/2/18



I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Thomas Edward Isbell Jr., an unmarried man, whose name(s) 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10<sup>th</sup> day of January, 2018



NOTARY PUBLIC

My Commission Expires: 10/2/18

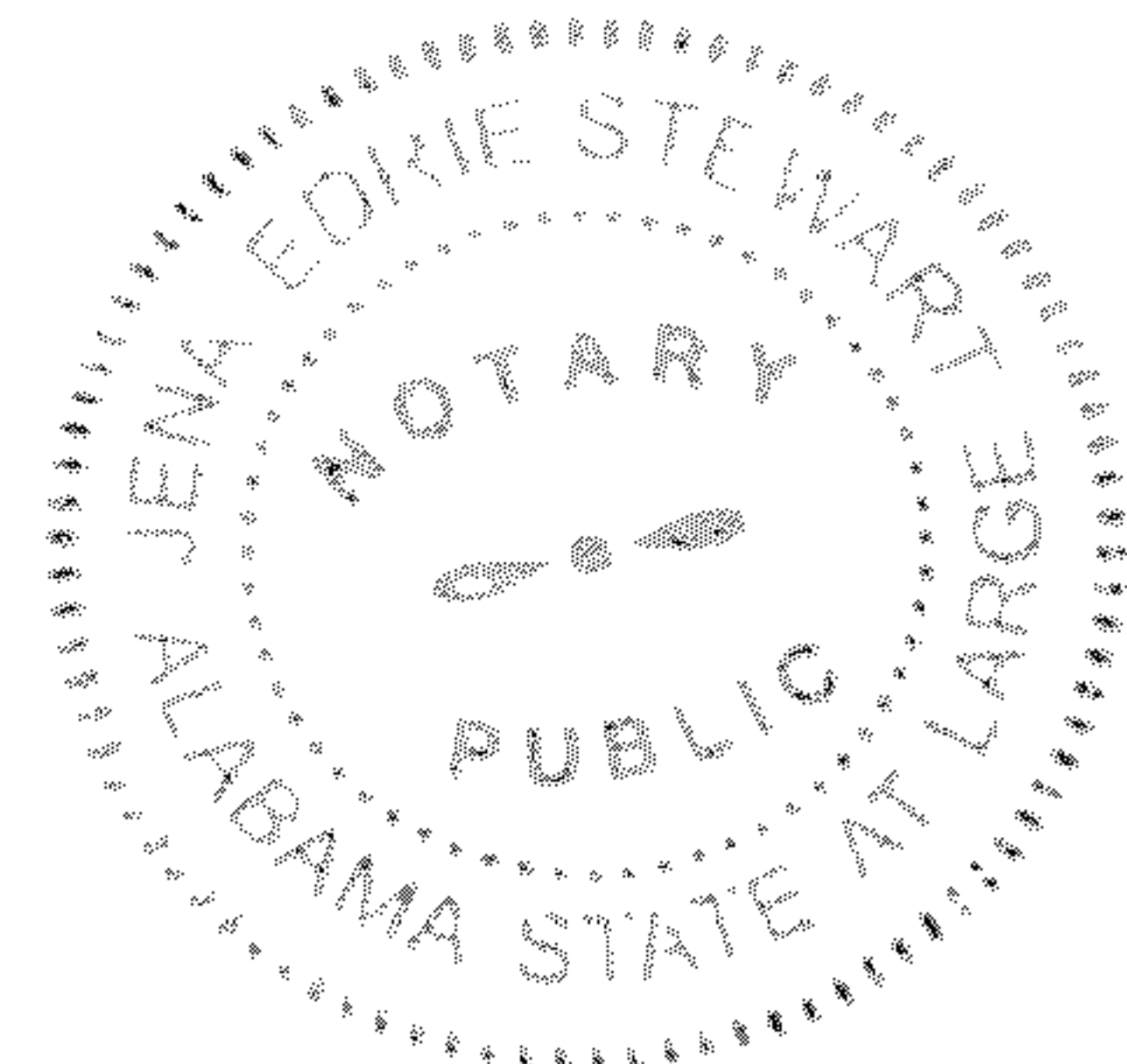




EXHIBIT A

Property Address  
54 Beulah Lane  
Sterrett, Alabama 35147  
Parcel ID: 05-9-30-0-001-005.002

Parcel I:

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 18, Range 2, East, situated in Shelby County, Alabama being more particularly described as follows;

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°30' West a distance of 355.31 feet; thence turn 31°55' 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°33' 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°57' to the left and run a distance of 85.00 feet; thence turn an angle of 78°00' to the left and run a distance of 210.00 feet; thence turn an angle of 88°39' to the left and run a distance of 170.00 feet; thence turn an angle of 80°34' to the left and run a distance of 212.86 feet to the point of beginning.

Parcel II:

Together rights title and interest in and to that certain Grant of Ingress and Egress as recorded in Instrument 20171218000449720, in the Probate Office of Shelby County, Alabama being 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°51'35" West a distance of 136.43 to the point of beginning of said centerline; thence South 36°34'35" West a distance of 25.58 feet to a curve to the right, having a radius of 30.00, a central angle of 86°44'35" and subtended by a chord which bears South 79°56'52" 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°40'50" West a distance of 30.35 feet; thence North 77°25'32" West a distance of 37.09 feet; thence South 81°33'21" West a distance of 39.50 feet; thence South 62°07'12" West a distance of 40.46 feet; thence North 86°25'46" 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  
01/26/2018 01:59:54 PM  
\$25.00 CHERRY  
20180126000027820

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text block.