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**ALABAMA REAL ESTATE MORTGAGE**

Amount Financed \$ 2691.67

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Mack W. Tedford and wife, Susan M. Tedford, Mortgagors are indebted on, their promissory note of even date, in the Amount Financed stated above, payable to the order of Norwest Financial Alabama, Inc., Mortgagee, evidencing a loan made to Mortgagors by Mortgagee. 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 and any future 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:

A parcel of land in the Northeast 1/4 of Southwest 1/4, Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

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 interest thereon, and the balance, if any, pay over 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 Mortgagors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagors agree to 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 May, 1987

Witness: Philip D. Brink

Witness: Joey Weeks

Mack W. Tedford  
Susan M. Tedford  
(If married, both husband and wife must sign)

SIGN HERE

SIGN HERE

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Mack W. Tedford and wife, Susan M. Tedford

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this 28th day of May, 1987, 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 the 28th day of May, 1987

D. A. Mingo  
Notary Public

This instrument prepared by: Sheila Beane, P.O. Box 1039, Birmingham, Al 35236

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BOOK 133 PAGE 149

A parcel of land in the Northeast 1/4 of the Southwest 1/4, Section 35, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: From the Northwest corner of the Northwest 1/4 of the Southwest 1/4, Section 35, run East 1313.4 feet; thence run South 04 degrees 03 minutes East 1333.7 feet; thence run South 88 degrees 42 minutes East 582.6 feet; thence run North 00 degrees 48 minutes East 296.4 feet; thence run South 86 degrees 47 minutes East 608 feet to the beginning point; from said point, continue said course for 150 feet to a point on the West R/W line of Alabama Highway No. 119; thence run along said R/W line North 05 degrees 13 minutes East 243 feet; thence run North 86 degrees 47 minutes West 54.6 feet; thence run North 00 degrees 47 minutes West 27.4 feet; thence run South 88 degrees 32 minutes West 93.5 feet; run thence South 05 degrees 13 minutes West 266.3 feet to the beginning point. Situated in Shelby County, Alabama. According to the survey of R. B. Perry, PE and LS NO. 296, dated September 13, 1984.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT IS CORRECT

1987 JUN -1 AM 8:54

*Thomas J. Lawrence*  
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mfg. Tax		<u>4.05</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>10.05</u>