

1477

ALABAMA REAL ESTATE MORTGAGE

28.00

Amount Financed \$ 13,391.46

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, David L. Pilkington and wife Regina Pilkington, 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 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:

PARCEL I

Commence at the Northeast corner of the Southeast one-fourth of NW/4 of Section 12, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed South 89 degrees 28 minutes West along the North boundary of said quarter-quarter section for a distance of 660.0 feet; thence turn an angle of 92 degrees 28 minutes left and proceed South 3 degrees 00 minutes East for a distance of 240 feet to the point of beginning. From this beginning point continue South 3 degrees 00 minutes East for a distance of 220 feet; thence proceed North 89 degrees 28 minutes East for a distance of 200 feet; thence proceed North 3 degrees 00 minutes West for a distance of 220 feet; thence proceed South 89 degrees 28 minutes West for a distance of 200 feet to the point of beginning.

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 17th day of February, 1988.

Witness: [Signature]
Witness: [Signature]

David L. Pilkington (L.S.) ☒ SIGN HERE
Regina Pilkington (L.S.) ☒ SIGN HERE
(If married, both husband and wife must sign)

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STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that David L. Pilkington and wife Regina Pilkington 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17th day of February, 1988.

[Signature]
Notary Public
Professional

EXHIBIT A

PARCEL 11

Commence at the SW corner of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, Township 19 South, Range 1 West; thence North 0 degrees 29 minutes East along the West line of said E $\frac{1}{2}$ 123.01 feet to the point of beginning; thence continue along the last named course 283.60 feet; thence South 89 degrees 31 minutes East 379.38 feet to the West line of a 25.00 ft. easement; thence South 0 degree 29 minutes West along said Easement 283.60 feet; thence North 89 degrees 31 minutes West 379.38 feet to the point of beginning.

Being a part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 19 South, Range 1 West, and being Parcel No. 17, according to Survey of F.W. Meade, Registered Land Surveyor, dated February 10, 1987.

Also, a non-exclusive easement for ingress and egress to and from the above described parcel, and to and from other parcels now or formerly owned by the grantor, Earl Brasher, and to and from Shelby County Highway No. 43, which is also known as the Bear Creek Road, said easement being more particularly designated and described as being of a uniform width of 25.00 feet, the center line thereof being described as follows:

Commence at the SE corner of the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 11, Township 19 South; Range 1 West; thence North 89 degrees 04 minutes West along the South line of same 293.15 feet to the point of beginning of the center line of 25.00 ft. easement; thence North 0 degrees 29 minutes East 1333.87 feet to the South line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 11; thence North 6 degrees 48 minutes East 201.97 feet; thence North 36 degrees 47 minutes 106.56 feet; thence North 4 degrees 01 minutes West 382.46 feet; thence North 22 degrees 13 minutes West 293.34 feet; thence North 30 degrees 27 minutes West 183.95 feet to the Southerly right of way line of Bear Creek Road, and the end of easement.

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Witness:

MR. ROBINSON

Signed:

David L. Pilkington

Witness:

Earl Brasher

Signed:

Regina Pilkington

EXHIBIT B

PARCEL III

Commence at the SE corner of the NE¼ of SE¼ of Section 11, Township 19 South, Range 1 West; thence North along the East line of same 173.10 feet to the point of beginning; thence continue along the last named course 309.00 feet; thence North 89 degrees 20 minutes West 263.95 feet to the East line of a 25.00 ft. Easement; thence South 0 degree 29 minutes West along Easement line 309.00 feet; thence South 89 degrees 20 minutes East 266.57 feet to the point of beginning.

Being a part of the E½ of the NE¼ of the SE¼ of Section 11, Township 19 South, Range 1 West, and being Parcel No. 14, according to survey of F.W. Meade, Registered Land Surveyor, dated February 10, 1987.

Also, a non-exclusive easement for ingress and egress to and from the above described parcel, and to and from other parcels now or formerly owned by the grantor, Earl Brasher, and to and from Shelby County Highway No. 43, which is also known as the Bear Creek Road, said easement being more particularly designated and described as being of a uniform width of 25.00 feet, the center line thereof being described as follows;

Commence at the SE corner of the NE¼ of SE¼ of Section 11, Township 19 South, Range 1 West; thence North 89 degrees 04 minutes West along the South line of same 293.15 feet to the point of beginning of the center line of 25.00 feet easement; thence North 0 degree 29 minutes East 1333.87 feet to the South line of the SE¼ of NE¼ of said Section 11; thence North 6 degrees 48 minutes East 201.97 feet; thence North 36 degrees 47 minutes West 106.56 feet; thence North 4 degrees 01 minutes West 382.46 feet; thence North 22 degrees 13 minutes West 293.34 feet; thence North 30 degrees 27 minutes West 183.95 feet to the Southerly right of way line of Bear Creek Road, and the end of easement.

Witness:

[Signature]

Signed:

[Signature]

Witness:

[Signature]

Signed:

[Signature]

STATE OF ALA. SHELLEY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 FEB 23 PM 3: 58

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$	<u> </u>
2. Mtg. Tax		<u>20.10</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>28.60</u>

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