

680

## ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 14716.87

The State of Alabama, Shelby County, Know All Men By These Presents: That whereas, Allen Dwayne Lowery and wife Debra Darlene Lowery, 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:

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 2nd day of May, 19 88

Witness:

Karen DyeAllen Dwayne Lowery (L.S.)

SIGN HERE

Witness:

J. M. KingDebra Darlene Lowery (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 Allen Dwayne Lowery and wife Debra Darlene Lowery

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 Y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 2nd day of May, 19 88

Shirley Horton Shelton

My Commission Expires 2-18-92

This instrument was prepared by:

Karen Dye

3341 Cherrybrook Drive Birmingham, Alabama 35214

A part of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 26, Township 19 South, Range 1 West, more particularly described as follows: Commence at the SW corner of Section 26, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North 3 deg. 27' West along the West boundary of said Section for a distance of 289.0 feet to a point on the North side of Chelsea-Williamson Garage Road; thence continue North 3 deg. 27' West along the West boundary of said Section for a distance of 139.4 feet to a point; thence turn an angle of 88 deg. 44' to the right and run North 85 deg. 17' East a distance of 212.15 feet to a point on the North side of the above mentioned road; thence run a distance of 173 feet in a Southeasterly direction to a point on the Southern edge of the pavement on the above said road; which said point is marked by an iron stake driven into said road on the Southern margin of said pavement, which said point is the point of beginning of the tract herein conveyed; thence turn to the right and run in a Southerly direction parallel with the Western boundary of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 210 feet to a point; thence turn to the right and run in a Westerly direction parallel with the Southern boundary of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 143 feet to a point; thence turn to the right and run in a Northerly direction parallel with the Western boundary of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 177 feet, more or less, to the Southern edge of the pavement on the above described road; thence turn to the right and run along the edge of the pavement of said road a distance of 250.0 feet, more or less, to the point of beginning.

Subject to right of way for public road, and subject to any other easements or rights of way of record.

Subject to purchase money mortgage in the amount of \$25,000.00.

Witness:

Kenn Dye

Allen Dwayne Lowery  
Allen Dwayne Lowery

Witness:

J. McKinney

Debra Darlene Lowery  
Debra Darlene Lowery

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 MAY 10 AM 8:34

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

|                  |    |       |
|------------------|----|-------|
| 1. Deed Tax      | \$ | 22.20 |
| 2. Mtg. Tax      |    | 5.00  |
| 3. Recording Fee |    | 1.00  |
| 4. Indexing Fee  |    | 28.20 |
| TOTAL            |    |       |