

ALABAMA REAL ESTATE MORTGAGE

167

Amount Financed \$ 8433.13

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Tracy L. Brasher, a divorced woman, 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:

"SEE ATTACHED SHEET FOR LEGAL DESCRIPTION"
"EXHIBIT A"

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 November, 19 88.

Witness: Aheila H. Brane Tracy L. Brasher (L.S.) ☐ SIGN HERE

Witness: Janice Williams (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

Tracy L. Brasher, a divorced woman
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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of November, 19 88.

D. A. M...
Notary Public

This instrument was prepared by: Janice Williams 106 Riverchase Village Hoover, AL 35244

EXHIBIT "A"

Commence at the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 32, Township 21 South, Range 1 West, according to a survey by Reese E. Mallette, Jr., Reg. 2950; thence proceed in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 231.00 feet to a point, according to said survey; thence turn an angle of 92 degrees 04 minutes 02 seconds to the left and run a distance of 667.46 feet, according to said survey, to a point; thence turn an angle of 92 degrees 03 minutes 45 seconds to the right and run 322.53 feet to a point; thence turn an angle of 93 degrees 06 minutes 27 seconds to the left and run 188.99 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction for 420.00 feet to a point, being 30 feet from the centerline of County Highway 97; thence turn an angle of 89 degrees 29 minutes 47 seconds to the left and run 164.02 feet to a point; thence turn an angle of 106 degrees 54 minutes 01 seconds to the left and run 439.31 feet to a point; thence turn an angle of 73 degrees 36 minutes 12 seconds to the left and run 40.00 feet to the point of beginning. Said parcel of land is lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West.

Tracy L. Brasher
Tracy L. Brasher

Sheila M. Boone
Witness

Janece Williams
Witness

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

88 DEC -5 AM 8:09

Thomas W. Jordan, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>12.75</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>18.75</u>