

ALABAMA REAL ESTATE MORTGAGE

2460
8.50
5.00

3310

Amount Financed \$ 16386.39

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Charles Roy White and his wife Connie Sue White, Mortgageors, whose address is 8807 Highway 42 East Shelby, AL 35143

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, whoses address is 1687 Center Point Pkwy Ste 105 Birmingham, AL 35215 evidencing a loan made to Mortgageors 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 Mortgageors 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 Mortgageors 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 tract located in the SE 1/4 of the SW 1/4 of Section 14, Township 22 South, Range 01 West, said tract more particularly described as follows: Begin at the NW corner of the SE 1/4 of the SW 1/4 of Section 14, Township 22 South, Range 01 West, Shelby County, Alabama, thence Southerly along the West line of said 1/4-1/4 for 220 feet, more or less, to the North right-of-way of the Shelby/Calera Road (Shelby County Road #42), thence Easterly along said north right-of-way for 425 feet, more or less, to the West right-of-way of the Butter and Egg Road (Shelby County Road #37); thence Northerly along said West right-of-way for 220 feet, more or less, to the North line of said SE 1/4 - SW 1/4; thence Westerly along said North 1/4 line for 425 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgageors 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 Mortgageors 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 Mortgageors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgageors further specially waive all exemptions which Mortgageors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgageors agree to not 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, Mortgageors have hereunto set their hands and affixed their seals this 15th day of May, 19 95.

Witness: [Signature]
Witness: [Signature]

Charles Roy White (L.S.) SIGN HERE
Connie Sue White (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 Charles Roy White and his wife Connie Sue White 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 15th day of May, 19 95.
[Signature]
Notary Public.

This instrument was prepared by: M.H. Robison 1687 Center Point Pkwy Ste 105 Birmingham, AL 35215

Guaranty

05/19/1995-13259
03:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCO 33.10

68821-CC-1-1995