

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 35,000.35  
Total of Payments \$ 47,100.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, KENNETH WILDER AND WIFE, MARTHA WILDER, Mortgagees, whose address is 14989 HWY 61 WILSONVILLE, AL 35186, are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Norwest Financial Alabama, Inc., Mortgagee, whose address is 235 LAKESHORE PARKWAY HOMEWOOD, AL 35209, evidencing a loan made to Mortgagees by Mortgagee. The Amount Financed on said loan is stated above. 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 Mortgagees 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 Mortgagees 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 EXHIBIT B\*\*

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SHELBY COUNTY JUDGE OF PROBATE  
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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 Mortgagees 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 Mortgagees 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 the balance, if any, pay over to the Mortgagees. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagees further specially waive all exemptions which Mortgageor now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagees 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, Mortgagees have hereunto set their hands and affixed their seals this 17TH day of SEPTEMBER, 1998

Witness:

Witness:

(L.S.) ◀ SIGN HERE

(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 KENNETH WILDER AND WIFE, MARTHA WILDER,

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/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17TH day of SEPTEMBER, 1998

Notary Public

This instrument was prepared by: CHERI BAKER

MY COMMISSION EXPIRES  
SEPTEMBER 30, 2000

**\*\*EXHIBIT B\*\***

COMMENCE AT THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN EAST ALONG THE NORTH LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 0.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG THE NORTH LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 139.93 FEET TO THE CENTER LINE OF A DRAIN DITCH; THENCE TURN AN ANGLE OF 84 DEG. 14 MIN. 20SEC. TO THE RIGHT AND RUN ALONG THE CENTER LINE OF SAID DRAIN DITCH A DISTANCE OF 336.26 FEET; THENCE TURN AN ANGLE OF 13 DEG. 11 MIN. 13 SEC. TO THE RIGHT AND CONTINUE ALONG THE CENTER LINE OF SAID DRAIN DITCH A DISTANCE OF 46.80 FEET; THENCE TURN AN ANGLE OF 81 DEG. 52 MIN. 00 SEC. TO THE RIGHT AND RUN A DISTANCE OF 389.66 FEET TO A POINT ON THE SOUTHEAST RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 16; THENCE TURN AN ANGLE OF 120 DEG. 37 MIN. 32 SEC. TO THE RIGHT AND RUN ALONG SAID HIGHWAY R/W A DISTANCE OF 445.09 FEET TO THE POINT OF BEGINNING. SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 27, AND THE SE 1/4 OF THE NE 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 1 EAST, HUNTSVILLE MERIDIAN, SHELBY COUNTY, ALABAMA.

*[Handwritten signature]*

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