

ALABAMA REAL ESTATE MORTGAGE

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Randall Buff and Mary Jo Buff

Mortgagors are indebted on their promissory note of even date, in the amount of \$ 4840.91, 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 and any future 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 either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loans and refinancing, 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: A parcel of land located in the NE¹/₄ of the SE¹/₄ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama; described as follows: Commence at the SW corner of the NE¹/₄ of SE¹/₄ of the SW¹/₄ of said Section 24; Thence run North along the West line of said 1/4 1/4 Section a distance of 470.00 feet to the point of beginning; said West line being the east line of Blue Berry Estates Subdivision as recorded in Map Book 5, page 72 in the Office of the Judge of Probate Shelby County, Alabama; thence turn right 137 degrees 55 min. 00 sec. a distance of 277.00 feet to the Westerly side of a paved road; thence turn left 99 deg. 19 min. 22 sec. along said road a distance of 225.92 feet; thence turn left 121 deg. 01 min. 44 sec. a distance of 329.45 feet to the West line of said 1/4 1/4 Section; thence turn left 97 deg. 33 min. 54 sec. along said West line a distance of 14.37 feet to the point of beginning; being 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 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 to 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 not 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 25th day of August, 1983.

Witness: M. G. McCullough Randall Buff (L.S.) SIGN HERE

Witness: STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED Mary Jo Buff (L.S.) SIGN HERE (If married both husband and wife must sign)

STATE OF ALABAMA 1983 SEP -2 AM 9:31

Shelby COUNTY Thomas A. Snowden, Jr. JUDGE OF PROBATE

I, the undersigned authority, in and for said County in said State, hereby certify that Randall Buff and wife, Mary Jo Buff 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 25th day of August, 1983.

This instrument was prepared by: Marcia McCullough 1429 Daniel Dr Birmingham, Al, 35228

942 E83 AL

106 Loehmann's Village Hoover, Alabama 35244

Joy S. Esco Notary Public.

Norwest Financial

BOOK 436 PAGE 40

Account No.