

570

ALABAMA REAL ESTATE MORTGAGE

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, _____

James H. Whitehead and wife, Janet R. Whitehead, Mortgagors are indebted on their promissory note of even date, in the amount of \$ 5513.90, 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:

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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 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 5th day of January, 1983.

Witness:

Witness:

James H. Whitehead (L.S.)

Janet R. Whitehead (L.S.)

SIGN HERE

SIGN HERE

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that _____

James H. Whitehead and wife, Janet R. Whitehead

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 5th day of January, 1984.

Marcia McCullough
1129 Daniel Drive
Birmingham, Al, 35228

This instrument was prepared by:

942 E83 AL

Notary Public.

106 Loehmann's Village
Hoover, Alabama 35244

BOOK 441 PAGE 924

Account No.

A parcel of land situated in the East 1/2 of the Northwest 1/4 of Section 26, Township 19 South, Range 1 West, in Shelby County, Alabama, more particularly described as follows: Commence at a point on the North right-of-way line of Florida Short Route Highway (#280), 262.5 feet East of the West line of the East 1/2 of said NW 1/4 and run North 1050 feet to a point; thence East 210 feet to a point; thence South 1050 feet, more or less, to the North right-of-way line of said highway; thence West along said highway right-of-way for a distance of 210 feet to the point of beginning. ALSO: that certain tract of land described as commencing at the point of intersection of the North right-of-way line of the Florida Short Route Highway (#280) with the West line of the SE 1/4 of NW 1/4 of Section 26, Township 19 South, Range 1 West and run thence in an Easterly direction a distance of 262.5 feet to the point of beginning of the tract herein described; run thence North and parallel to the West line of said 1/4-1/4 section for a distance of 591 feet to a point being in settlement road; thence run in a Southwesterly direction along said settlement road for a distance of 630 feet, more or less, to a point on the North R/W of aforementioned highway; thence run East along said R/W for a distance of 112 feet to the point of beginning.

1934 JAN 13 AM 9:41

Mtg TAX 8.40
 Rec 3.00
 Jud. 1.00
 12.40