

The total filing fees is figured upon an amount financed of \$7934.83

**ALABAMA REAL ESTATE MORTGAGE**

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Harold Partridge and his wife Jeannie Partridge, Mortgagors are indebted on their promissory note of even date, in the amount of \$ 13216.80, 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:

\*\*\*\*\* See attached Exhibit for Tract #1 and #2\*\*\*\*\*

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 4th day of February, 1985.

Witness

[Signature]

Harold E. Partridge (S.)

SIGN HERE

Witness

Melissa A. Houtz

Jeannie Partridge (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 Harold Partridge and his wife Jeannie Partridge

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 4th day of February, 1985.

This instrument was prepared by: H. Horton 132 Redstone Way  
Birmingham, AL 35215

942 EB3 AL

[Signature]  
NOTARY PUBLIC  
My Commission Expires 5/1/85

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Account No. 43961900

Harold Partidge & Jeannie Partridge

Tract #1

Begin at the NE corner of the north half of the SE¼ of Section 6, Township 18, South, Range 2, East. Thence south along the east line of said north half of SE¼ 330.37 feet. Thence 89° 57' 41" to the right in a westerly direction 2156.85 feet. Thence 90° 12' 15" to the right in a northerly direction 328.90 feet to the north line of said north half of SE¼; Thence 89° 45' 15" to the right along the north line of said north half of SE¼ 2155.90 feet to the point of beginning. Containing 16.32 acres.

Tract #2

Commence at the NE corner of the North half of the SE¼ of Section 6, Township 18, South Range 2 East. Thence south along the east line of said north half of SE¼ 330.37 feet to the point of beginning of tract herein described; thence continue along the last named course 330.37 feet thence 90° 00' 08" to the right in a westerly direction 2,157.80 feet. Thence 90° 09' 45" to the right in a Northerly direction 328.90 feet. Thence 89° 47' 45" to the right in an easterly direction 2,156.85 feet to the point of beginning. Containing 16.33 acres.

LESS AND EXCEPT: Commence at the NE corner of the NE¼ of SE¼ of Section 6, Township 18 South, Range 2 East; thence West along the north line of the NE¼ of SE¼ and North line of the NW¼ of the SE¼ of said section 1891.02 feet to the point of beginning of tract herein described. Thence continue along the last named course of 264.88 feet to the East side of a 20.00 foot easement. Thence 89° 45' 15" to the left in a southerly direction and along the east side of said 20.00 foot easement 657.80 feet. Thence 90° 14' 45" to the left in an easterly direction 264.88 feet. Thence 89° 50' 15" to the left 658.18 feet to the point of beginning. Containing 4.00 acres. With an existing right of way of 20.00 feet to said tract.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1995 FEB -5 PM 12:11

JUDGE F. L. GATE

RECORDING FEES

Mortgage Tax \$ 12.00  
Deed Tax \_\_\_\_\_  
Mineral Tax \_\_\_\_\_  
Recording Fee 5.00  
Index Fee 1.00  
TOTAL \$ 18.00