

ALABAMA REAL ESTATE MORTGAGE

1714

Amount Financed \$ 12851.54

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Rhoda G. Amato a single woman, Mortgagors 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, 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 a refinancing of any unpaid balance of the Note above described, or renewal thereof, 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 Copy Attached

BOOK 055 PAGE 388

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 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 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 sales this 20th day of December, 19 85

Witness:

Karen Dye

Rhoda G. Amato (L.S.)

SIGN HERE

Witness:

J. McHenry

(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 Rhoda G. Amato a single woman 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, ..S.he..... executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 20th day of December, 1985

1919 Morris Ave.

B'ham, AL 35203

Mickie P. Miller

Notary Public

My Commission Expires 7-16-88

This instrument was prepared by:

Karen Dye

3341 Cherrybrook Drive B,ham, Ala. 35214

BOOK 055 PAGE 389

From the Northeast corner of the Southwest Quarter of the Southwest Quarter of Section 33, Township 20 South, Range 3 West, run westerly along the north line of said Quarter Section 68.63 feet to point of beginning of land herein described; thence continue westerly on last said course 213.25 feet; thence turn left an angle of 47 degrees 02 minutes and run Southwesterly 223.67 feet; thence turn left an angle of 45 degrees 38 minutes and run southerly 52.16 feet; thence left an angle of 43 degrees 38 minutes and run southeasterly 76.23 feet; thence turn left an angle of 24 degrees 26 minutes and run southeasterly, 279.57 feet; thence turn left an angle of 86 degrees 26 minutes and run northeasterly 92.89 feet; thence turn left an angle of 44 degrees 39 minutes and run northwesterly 70.44 feet; thence turn right an angle of 30 degrees 43 minutes and run northeasterly 212.15 feet to point of beginning, this being a part of the Southwest Quarter of the Southwest Quarter of Section 33, Township 20 South, Range 3 west, and being 2.21 acres, more or less, situated in Shelby County, Alabama.

Witness:

Karen Day

Witness

J. McKinney

Shoda H. Amato

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 DEC 31 PM 2:35

Thomas A. Swindler, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 19.35
Deed Tax	
Mineral Tax	
Recording Fee	5.00
Index Fee	1.00
TOTAL	\$ 25.35