

979

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 23976.86

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Kenneth Williams and wife Bonnie Williams, 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 Attached Legal Description

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 seals this 17th day of March, 19 86

Witness:

Marcia McCulloughKenneth Williams

(L.S.)

SIGN HERE

Witness:

Joyce WeeksBonnie Williams

(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 Williams and wife Bonnie Williams whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 17th of March, 19 86, 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 17th day of March, 19 86

D. A. M. [Signature]

Notary Public

Norwest Financial

This instrument prepared by:

Marcia McCullough, PO Box 36039, Hoover, AL 35236

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STATE OF ALA. SEEN BY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR 19 AM 9:59

LEGAL DESCRIPTION

Thomas W. Williams
JUDGE OF PROBATE

Dated: 03/17/86

*My tax - 36.00
Rec 5.00
Exp 1.00
42.00*

PARCEL 1.

One lot or parcel of land lying and being in the Town of Columbiana and known as the "Elliott" place, situated on the West side of the street known as Depot Street, and commencing ten feet from the corner near the storehouse and fronting on said street one hundred and ninety six feet; thence in a Southwesterly direction 191 feet, thence in a northwesterly direction towards the depot 100 feet to a point of beginning; thence continue in the same northwesterly direction 109 feet, more or less, to the South line of the plot of land conveyed to Kenneth Williams and wife, Bonnie Williams; thence in an Easterly direction along this said South line 114 feet; thence South and parallel to the Depot Street 85 feet more or less; thence in a southwesterly direction, and parallel to the South line of the plot of land conveyed to Walker Mallory and wife, Quincy Mallory 94 feet to the beginning point, and is intended to be a part of the lot of land conveyed to Shelby Iron Company by L.F. Elliott and wife under date of December 5, 1889. Also, a part of the lot of land conveyed to Jack Thomas and wife, Louise Thomas and Yvonne Thomas Madison which is recorded in Deed Book 299, page 730 in the Probate Office of Shelby County, Alabama, and dated July 6, 1976.

PARCEL 2.

One lot or parcel of land lying and being in the town of Columbiana, and known as the Elliott place, situated on the West side of the street known as Depot Street, and commencing ten feet from the corner near the storehouse and fronting on said street 196 feet, thence in a southwesterly direction 191 feet; thence in a northwesterly direction toward the depot 214 feet to a point of beginning, then continue along the same line for 71 feet, thence in a curved line with the Shelby Iron Company's railroad, (now the Columbiana branch of the Louisville and Nashville Railroad) 125 feet, thence running southwardly and parallel to the Depot Street 50 feet, thence in a southwesterly direction and parallel to the south line of said lot 114 feet, more or less, to the point of beginning, and is intended to be a part of the lot of land conveyed to Shelby Iron Company by L.F. Elliott and wife under date of December 5, 1889. Also, part of the lot of land conveyed to Jack Thomas, Louise Thomas and Yvonne Thomas Madison which is recorded in Deed Book 299, page 730 in the Probate Office of Shelby County, Alabama, and dated July 6, 1976.

Witness

Kenneth Williams
Kenneth Williams

Witness

Bonnie Williams
Bonnie Williams

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