

# ALABAMA REAL ESTATE MORTGAGE

2321

Amount Financed \$ 8,799.55

17.70

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Bobby G. Smith, Jr. and wife Marsha Ree Smith, 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

BOOK 092 PAGE 721

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 24th day of September, 19 86

Witness:

Joyce Weeks

Bobby G. Smith, Jr. (L.S.) SIGN HERE

Witness:

Shirley H. Beane

Marsha Lee Smith (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 Bobby G. Smith, Jr. and wife Marsha Ree Smith, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24th day of September, 19 86

Norwest Fin.

This instrument was prepared by:

Cecile B. Agan  
P.O. Box 36039  
Hoover, AL 35236



LEGAL DESCRIPTION

A parcel of land in the W 1/2 of the NW 1/4 of Section 13, Township 22, Range 2 West, Shelby County, Alabama, described as follows: From the NE corner of said 1/2 of the 1/4 Section (a rock pile, iron pin, and stake) said point being situated on a yellow painted line established by Gulf States Paper Co., and accepted as correct by this survey, run Southwesterly along a yellow painted line marking the center of the old abandoned Calera-Columbiana chert road for 793 feet to the point of beginning of subject lot; from said point thus established continue to run along said painted line for 388 feet; thence run South 70 degrees East for 207 feet to a point on the westerly right of way line of Alabama Highway No. 25; thence run Northeasterly along said highway right of way line for 390 feet; thence run North 68 degrees West for 213.4 feet, and back to the point of beginning; being situated in Shelby County, Alabama.

BOOK 092 PAGE 722

James Weeks  
Witness:  
Shirley H. Beane  
Witness:

Bob Smith Jr.  
Marsha B. Smith  
9-24-86

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

1986 SEP 30 AM 9:17

Thomas A. Saunders, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>13.20</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>19.20</u>