

868

## ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 6,017.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, James F. Davies and wife, Mary E. Davies, Mortgagors are indebted on, their promissory note ~~XXXXXX~~, dated August 28, 1985, 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 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 EXHIBIT "A" ATTACHED WHICH IS A PART OF THIS MORTGAGE

BOOK 109 PAGE 969

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 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 13th day of January, 19 87.

Witness:

Joyce Weeks

Witness:

Tally D. Bush

(L.S.)

SIGN HERE

(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

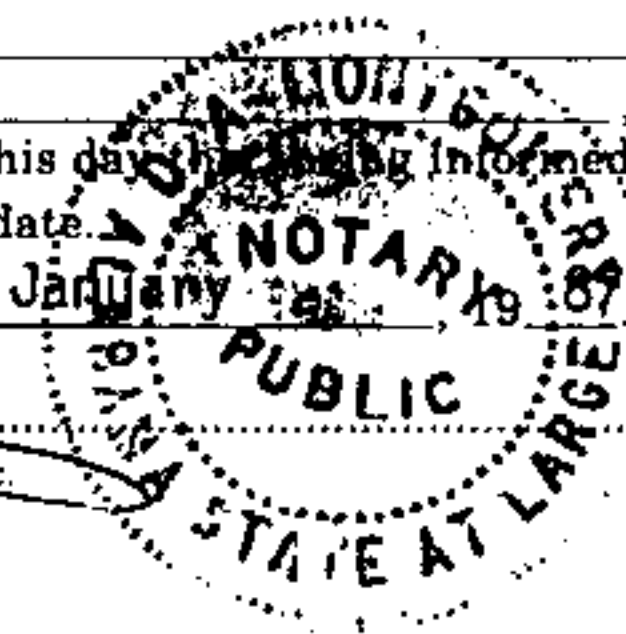
James F. Davies and wife, Mary E. Davies

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day 13th of the contents of the conveyance, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of January, 19 87.

Da. [Signature]

Notary Public.



This instrument was prepared by:

Cecile B. Agan
106 Loehmanns Village  
Hoover, AL 35244

942 A87 AL

Norwest  
Financial

EXHIBIT "A"

Commence at the South west corner of SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Section 21, Township 22, Range 3 West, and run thence East along the South line of said  $\frac{1}{4}$   $\frac{1}{4}$  Section a distance of 322.54 feet; thence turn an angle of 90 deg. 15 min. to the left and run North 311.25 feet to a point; thence continue in the same direction North a distance of 90.25 feet to the South line of Mitchell Street; thence turn an angle of 90 deg. to the left and run Westerly along the South line of Mitchell Street a distance of 75.0 feet to the point of beginning; thence continue in the same Westerly direction a distance of 100.0 feet to a point; thence turn an angle of 90 deg. to the left and run South 109.60 feet; thence turn an angle of 96 deg. 19 min. to the left and run Easterly a distance of 100.50 feet to a point; thence turn an angle of 83 deg. 41 min. to the left and run North 98.55 feet to the point of beginning; situated in Shelby County, Alabama. Also, known as Lot 1, Map of W. J. Mitchell's Addition to the City of Montevallo, as recorded in Map Book 5, page 2 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This Mortgage is given as substitution collateral to secure Note dated August 28, 1985, and shall be in force and in effect as though executed and delivered on August 18, 1985.

Joyce Weeks  
Witness

James E. Davis  
Dated January 13, 1987

Thelma D. Bush  
Witness:

Mary E. Davis  
Dated January 13, 1987

BOOK 109 PAGE 970

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

1987 JAN 14 AM 8:30

F. Thomas A. Henderson, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>9.15</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>15.15</u>