

1402
ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 40464.25

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, James W. Rutledge and wife Edna B. Rutledge, 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 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 Schuedule Attached

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 4th day of June, 19 87.

Witness: Karen Dye James W. Rutledge (L.S.) ☒ SIGN HERE
Witness: Janet McKinney Edna B. Rutledge (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 W. Rutledge and wife Edna B Rutledge

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 y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 4th day of June, 19 87

Shirley W. Horton
Notary Public
My Commission Expires 2-18-88

This instrument was prepared by: Karen Dye
3341 Cherrybrook Drive B,ham, Ala 35214

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Lots 3, 4 and part of Lot 5, in Block 10, according to Joseph Squires Map of the Town of Helena, more particularly described as follows: Begin at the Northeast corner of said Lot 3; thence in a westerly direction along the north boundary of said Lot 3 to the northwest corner thereof, said northwest corner being the northeast boundary of 4th Street; thence in a southeasterly direction along said northeast boundary 338.00 feet, more or less, to a corner of the Floyd Naish property; thence turn 70° 49' to the left in a Westerly direction along the north boundary of said Naish property 150.00 feet to the west boundary of 3rd Street; thence turn 57° 17' to the left in a northeasterly direction along said west boundary of 3rd Street 57.75 feet; thence turn 88° 40' to the left in a northerly direction along said west boundary of 3rd Street 198.00 feet, more or less, to the point of beginning. MINERALS AND MINING RIGHTS EXCEPTED. Situated in Shelby County, Alabama.

Witness: Karen Day

James W Rutledge
James W Rutledge

Witness: Jack McKinney

Edna B Rutledge
Edna B Rutledge

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

1987 JUN 16 PM 6:17

Thomas J. Hamilton, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>60.75</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>66.75</u>