

NORWEST FINANCIAL  
1825 THIRD AVENUE NORTH  
P.O. BOX 690  
BESSEMER, ALABAMA 35021

2198  
ALABAMA REAL ESTATE MORTGAGE

375/10/11  
Amount Financed \$ 20,029.02

The State of Alabama, Jefferson County. Know All Men By These Presents: That whereas, Billy E. Beard and wife, Charlotte E. Beard, an undivided 1/2 interest, and Larry E. Fowler and wife Deborah J. Fowler, an undivided 1/2 interest. 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: 9 Acre Tract:

A parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 28, and the Northeast 1/4 of the Northeast 1/4 of section 29, all in Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Northeast 1/4 of the Northeast 1/4 of said section 29; Thence in a Northerly direction, along the West line of said 1/4-1/4 section, a distance of 27.11 feet; Thence 90 degrees right, in an easterly direction, a distance of 39.99 feet to a fence corner, said point being the Point of Beginning; Thence 02 degrees 14 minutes 58 seconds right, in an Easterly direction, along said fence, a distance of 1306.79 feet; Thence 02 degrees 03 minutes 39 seconds right, in an Easterly direction, along said fence, a distance of 235.31 feet to the Southwesterly right-of-way line of U. S. Highway #31; Thence 109 degrees 24 minutes 51 seconds left, in a Northwesterly direction, along said right-of-way line, a distance of 229.43 feet to the beginning of a curve to the left, warranted free from all incumbrances and against any adverse claims. (over)

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 23 day of September, 1987.

Witness:

Witness:

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Billy E. Beard and wife, Charlotte E. Beard, an undivided 1/2 interest, and Larry E. Fowler and wife, Deborah J. Fowler, an undivided 1/2 interest 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 22 day of September, 1987.

(My commission expires 3/16/88)

This instrument was prepared by: E. Drake 1825 3rd Ave No, Bess, Al, 35020

NORWEST FINANCIAL-701  
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said curve having a radius of 3428.12 feet and a central angle of 00 degrees 51 minutes 45 seconds; Thence along arc of said curve, in a Northwesterly direction, a distance of 51.60 feet to the end of said curve; Thence 71 degrees 48 minutes 57 seconds left, measured from tangent of said curve, in a Westerly direction, a distance of 1476.91 feet to a fence; Thence 94 degrees 12 minutes left, in a Southerly direction, along said fence, a distance of 259.56 feet to the Point of Beginning. Said parcel contains 9.0 acres, more or less. Less and except any portion contained in deed volume 126, pages 352 and 354 which is only a small portion of overlapping evidently.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

This deed is to correct the description of the deed recorded in Book 340 Page 260 in the Probate Court of Shelby County, Alabama.

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

1997 SEP 29 AM 9:49

*Thomas A. Shaveland, Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax		<u>30.15</u>
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>3.00</u>
TOTAL		<u>38.15</u>