

ALABAMA REAL ESTATE MORTGAGE

1071

Amount Financed \$ 67449.07

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Charles H. Moore and his wife, Barbara A. Moore, 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:

BOOK 175 PAGE 502

See Exhibit A

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 11th day of March, 1988.

Witness:

Joyce Weeks
Michael Robison

Charles H. Moore (L.S.) ☒ SIGN HERE
Barbara A. Moore (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 Charles H. Moore and his wife, Barbara A. Moore

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

Given under my hand and official seal, this the 11th day of March, 1988.

D. A. Mays
Notary Public

PROFESSIONAL TITLE SERVICES, INC.
2123 8TH AVE., NO. SUITE 713
BIRMINGHAM, AL 35236
This document was prepared by C. Lee 106 Riverchase Village Hoover, AL 35236

EXHIBIT A

Sign Charles H. Moore
Sign Barbara A. Moore

Witness Joyce Weeks
Witness W. R. Roberson

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

88 MAR 15 AM 9:16

1. Deed Tax \$
2. Mig. Tax 101.25
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 107.25

BOOK 175 PAGE 503

PARCEL I

Commence at the N.W. corner of the N.W. 1/4 of the N.E. 1/4 of Section 34, Township 21 South, Range 1 West, Shelby County, Alabama and run Thence South 4 degrees 48 minutes 37 seconds West along the west line of said quarter-quarter a distance of 528.90 feet to a point, Thence run South 71 degrees 41 minutes 10 seconds East a distance of 127.54 feet to a point, Thence run South 80 degrees 43 minutes 20 seconds East a distance of 59.91 feet to a point, Thence run South 77 degrees 57 minutes 20 seconds East a distance of 65.82 feet to the point of beginning of the property, Parcel No. 2, being described, Thence run South 70 degrees 47 minutes 02 seconds East a distance of 24.03 feet to a point, Thence run North 21 degrees 00 minutes 00 seconds East a distance of 36.00 feet to a point, Thence run South 69 degrees 00 minutes 00 seconds East a distance of 102.01 feet to a point, Thence run South 47 degrees 29 minutes 60 seconds East a distance of 109.00 feet to a point, Thence run North 57 degrees 32 minutes 14 seconds East a distance of 276.23 feet to a point, Thence run North 28 degrees 47 minutes 45 seconds West a distance of 316.76 feet to a point, Thence run South 75 degrees 43 minutes 35 seconds West a distance of 337.18 feet to a point, Thence run South 51 degrees 57 minutes 37 seconds West a distance of 15.29 feet to a point, Thence run South 40 degrees 52 minutes 30 seconds East a distance of 33.26 feet to a point, Thence run South 5 degrees 28 minutes 53 seconds West a distance of 119.20 feet to a point, Thence run South 49 degrees 16 minutes 23 seconds East a distance of 37.75 feet to a point, Thence run South 11 degrees 54 minutes 59 seconds East a distance of 59.93 feet to a point, Thence run South 10 degrees 59 minutes 24 seconds West a distance of 22.13 feet to the point of beginning.

PARCEL II

Part of the NW 1/4 of the NE 1/4, Section 34, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the Northeast corner of said 1/4-1/4 section, run Southerly along the east line of said 1/4-1/4 section 577.76 feet, thence turn right 86 degrees 42 minutes and run in a westerly direction for 399.72 feet to the Northwestern Highway right-of-way line, being the point of beginning of the property herein described; thence continue on the same course 150 feet; thence turn an angle to the right of 111 degrees 48 minutes and run Northeasterly 107.70 feet; thence turn an angle to the right of 68 degrees 12 minutes and run easterly for 110 feet; thence turn an angle to the right of 19 degrees 32 minutes 30 seconds and run southeasterly for 66.89 feet to the northwestern highway right-of-way line; thence turn an angle to the right of 109 degrees 32 minutes 30 seconds and run southwesterly along said highway right-of-way line 100 feet to the point of beginning.