

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 26767.75

110

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Rayfield Marshall and wife, Marion M. Marshall, 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:

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, thence run Westerly along quarter-quarter line 231.59 feet to a point, thence 129 degrees 26 minutes Left and run 52.18 feet to the point of beginning of the property being described, thence continue along last described course 52.18 feet to a point, thence 97 degrees 30 minutes Right and run 164.77 feet to a point on the East line of Salem Street, thence 86 degrees 39 minutes Right and run Northwesterly along street right of way line 102.50 feet to a point, thence 110 degrees 21 minutes Right and run 173.02 feet to the point of beginning.

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 26th day of April, 1988.

Witness:

Janice Williams  
Chris Lee

Rayfield Marshall  
Marion M. Marshall

(L.S.)

SIGN HERE

Witness:

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

(If married, both husband and wife must sign)

(L.S.)

SIGN HERE

STATE OF ALABAMA

Jefferson COUNTY

88 MAY -2 PH 2:49

Notary Public  
40.20  
2.50  
1.00  
43.70

I, the undersigned authority, in and for said County in said State hereby certify that Rayfield Marshall and wife, Marion M. Marshall

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 26th day of April, 1988.

D. A. Marshall  
Notary Public.

PROFESSIONAL TITLE SERVICES, INC.  
2121 - 8th AVE., NO. SUITE 712  
BIRMINGHAM, ALABAMA 35203

Janice Williams P. O. Box 36039 Birmingham, Al 35236