

ALABAMA REAL ESTATE MORTGAGE

712

Amount Financed \$ 20,606.86

37.90

The State of Alabama, Shelby County, Know All Men By These Presents: That whereas, Clayton Robert Phillips and wife, Brenda Aaron Phillips, 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 ATTACHED LEGAL DESCRIPTION

"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 7th day of November, 19 88.

Witness:

M. J. Roberson

Witness:

Janice Williams

Clayton Robert Phillips

(L.S.)

SIGN HERE

Clayton Robert Phillips

Brenda Aaron Phillips

(L.S.)

SIGN HERE

(If married, both husband and wife must sign)

Brenda Aaron Phillips

STATE OF ALABAMA

Jefferson

COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Clayton Robert Phillips and wife, Brenda Aaron Phillips

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 7th day of November, 19 88

D. C. [Signature]

Notary Public

This instrument was prepared by: Sheila Beane, P.O. Box 36039, Birmingham, Al 35236

Pr [Signature]

"EXHIBIT A"

A parcel of land lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 East, and more particularly described as follows: Starting at the Southwest corner of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 East, turn 16 degrees 47 minutes from the South boundary line of said Section 28 to the left and run Northeasterly a distance of 390.9 feet to a steel railroad spike near the center of a black topped road, the point of beginning; thence turn 23 degrees 58 minutes to the right and run Easterly a distance of 92.0 feet to a steel railroad spike near the edge of said black topped road; thence turn 87 degrees 59 minutes to the right and run Southerly along a rock wall on the West side of a former alley a distance of 120.3 feet to an iron marker; thence turn 91 degrees 00 minutes to the right and run Westerly a distance of 92.0 feet to an iron marker; thence turn 88 degrees 55 minutes to the right and run Northerly a distance of 122.0 feet to the point of beginning. Said parcel of land lies in the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 28, Township 19 South, Range 2 East. Situated in Shelby County, Alabama.

Witness

MH Robes

Janice Williams

Clayton Robert Phillips

Clayton Robert Phillips

Brenda Aaron Phillips

Brenda Aaron Phillips

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

88 NOV -9 PH 3:37

Thomas A. Shoulen, Jr.
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax 31.05
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 37.05