

NORWEST FINANCIAL-701

534 WEST TOWN PLAZA

P.O. BOX 690

BESSEMER, ALABAMA 35021

ALABAMA REAL ESTATE MORTGAGE

11.70  
Shelby

Amount Financed \$ 3713.32

The State of Alabama, Jefferson County. Know All Men By These Presents: That whereas, E. J. Wicks A/K/A Edward Joseph Wicks and wife, Irene Wicks, 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:

Begin at the SE corner of SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 12, Township 20 S, Range 4 W, thence run North along the East line of said SE $\frac{1}{4}$  of SE $\frac{1}{4}$  a distance of 505.5 feet for point of beginning, being also Point "C"; thence continue said course along said East line a distance of 617.95 feet, turn left an angle of 96 degrees 17 minutes 10 seconds a distance of 1057.35 feet to the East right-of-way boundary of Bessemer - Montevallo Road, turn left an angle of 89 degrees 04 minutes along said East right-of-way boundary a distance of 192.81 feet to the point of a curve concave Westerly, whose delta angle is 50 degrees 08 minutes 10 seconds, radius of 493.37 feet, tangent to 230.76 feet, arc of

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 10 day of March, 19 89.

Witness:

Doug Conner

Witness:

E. J. Wicks

E. J. Wicks

(L.S.) NO SIGN HERE

E. J. Wicks A/K/A Edward Joseph Wicks

Irene Wicks

(L.S.) NO SIGN HERE

Irene Wicks, both husband and wife must sign

Edward Joseph Wicks

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that E. J. Wicks A/K/A Edward Joseph Wicks and wife, Irene Wicks

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 10 day of March, 19 89.

George H. Hines  
Notary Public.

My commission expires 2/2/92

This instrument was prepared by: E. Drake 534 West Town Plaza, Bessemer, AL 35020

431.72 feet, continue along said East right-of-way boundary and along the arc of said curve a distance of 431.72 feet, thence continue along the tangent to said curve a distance of 167.63 feet, turn left an angle of 98 degrees 35 minutes a distance of 558.26 feet to Point "B", said point being on the South line of said SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , thence turn left an angle of 70 degrees 05 minutes a distance of 727.4 feet, turn right an angle of 05 degrees 52 minutes a distance of 269.32 feet to the point of beginning; or Point "C", the property line from Point "B" to Point "C" being the edge or crest of Mountain; being in SE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 12, Township 20 S., Range 4 W., Shelby County, Alabama.

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

89 MAR 13 AM 11:20

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

1. Dead Tax	\$ 570
2. Mtg Tax	
3. Recording Fee	500
4. Indexing Fee	100
TOTAL	1170

NOTARIAL PUBLIC-701  
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BOOK 229 PAGE 967

200 APR 055  
BIRM