

4382- ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 10,998.85

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Franklin Lee Kirksey and wife, Erma J. Kirksey, 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:

A parcel of land located in the SW 1/4 of NE 1/4 of Section 15, Township 20, Range 3 West, described as follows: Commence at the point of intersection of the South R.O.W. of the paved Liberty Heights Road and the East line of the George Kirksey Estate, said Estate recorded in Deed Book 134 at page 397, in the Probate Office of Shelby County, thence run South along said East line 170 feet to the point of beginning, thence run South 200 feet, thence run West 200 feet, thence run North 200 feet thence run East 200 feet to the point of beginning. Also the grantees in this instrument are conveyed a 30 foot R.O.W. road to be used for the purpose of ingress and egress and running Northerly from herein conveyed parcel to the Liberty Heights Road.

Mtg 16.50  
Recy 2.50  
Grd 3.00  
Cert 1.00  
23.00

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 23rd day of October, 19 89.

BOOK 263 PAGE 240

Witness: Joyce Weeks  
STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

Franklin Lee Kirksey (L.S.) SIGN HERE  
Franklin Lee Kirksey  
Erma J. Kirksey (L.S.) SIGN HERE  
(If married, both husband and wife must sign)  
Erma J. Kirksey

89 OCT 26 AM 8:24

STATE OF ALABAMA

Jefferson COUNTY P. Snowden, Jr.  
JUDGE OF PROBATE

I, the undersigned authority, in and for said County in said State, hereby certify that Franklin Lee Kirksey and wife, Erma J. Kirksey 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 23rd day of October, 19 89.

Doyle Vanden  
Notary Public

My commission expires 12/1/92.