

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 6517.30

1830

The State of Alabama Jefferson County. Know All Men By These Presents: That whereas, Frances C. Finley, an unmarried woman, 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:

TRACT #8
Part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 18, Township 20 South, Range 3 West, of Huntsville
Principal Meridian, Shelby County, Alabama,

(OVER)

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 16 day of May, 19 90

Witness:

[Signature]

Frances C. Finley (L.S.) ☒ SIGN HERE

Witness:

[Signature]

(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 Frances C. Finley, an unmarried woman 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 16 day of May, 19 90

George H. Hines
Notary Public Commission expires 2/2/92

This instrument was prepared by: E. Drake 534 West Town Plaza, Bess, Al, 35020

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TRACT #8 (Eight):

Part of the SW-1/4 of NE-1/4 of Section 18, Township 20 South, Range 3 West, of Huntsville Principal Meridian, Shelby County, Alabama, being more particularly described as follows:

Begin at the SE Corner of said 1/4-1/4 section, thence in Northerly direction along East boundary of said 1/4-1/4 section 244.50 feet to the point of beginning of a tract of land herein described; thence continuing in Northerly direction in straight line along East boundary of said 1/4-1/4 section 232.93 feet, thence turning an angle of 89 degrees 51 minutes 15 seconds to left in Westerly direction 977.10 feet to the point of intersection with East boundary of County road right-of-way, said point being on the arc of a curve turning to the left in Southeasterly direction and having a radius of 266.48 feet, said arc being subtended by a central angle of 17 degrees 19 minutes 02 seconds and having a chord of 80.24 feet in length said chord forming an angle of 107 degrees 03 minutes 29 seconds to the left from last mentioned course having a length of 977.10 feet, thence along said arc of said curve 80.54 feet to the point of intersection with a straight line tangent to said arc, thence along said straight line which is East boundary of said right-of-way 173.40 feet, thence turning an angle of 64 degrees 17 minutes to the left in Easterly direction 878.90 feet to the point of beginning.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

90 MAY 24 PM 2:53

Thomas A. Spaulding, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	4.00
2. Mtg. Tax	\$	5.00
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. Notary Fee	\$	1.00
6. Other Fees	\$	0.00
Total	\$	18.00

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