

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 5198.02

992

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, BILLY FRANKLIN MASSEY and his wife CHERYL STEVENSON MASSEY Mortgagees 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 Mortgagees 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 Mortgagees 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 Mortgagees 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 SCHEDULE 'A'

BOOK 368 PAGE 768

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 Mortgagees 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 Mortgagees 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 Mortgagees. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagees further specially waive all exemptions which Mortgagees now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagees 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, Mortgagees have hereunto set their hands and affixed their seals this 9th day of OCTOBER, 19 91

Witness: [Signature]

Witness: [Signature]

Billy Franklin Massey (L.S.) SIGN HERE  
BILLY FRANKLIN MASSEY  
Cheryl Stevenson Massey (L.S.) SIGN HERE  
CHERYL STEVENSON MASSEY  
(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 BILLY FRANKLIN MASSEY and his wife, CHERYL STEVENSON MASSEY

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, he Y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of OCTOBER, 19 91

Notary Public

This instrument was prepared by: M.A. KURTTIS P.O. BOX 36849 HOOVER AL. 35236

Professional

SCHEDULE 'A'

A parcel of land situated in E 1/2 of E 1/2 of NW 1/4 of NW 1/4 and in the NE 1/4 of NW 1/4 of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama; more particularly described as follows:

Commence at the SW corner of E 1/2 of E 1/2 of NW 1/4 of NW 1/4 Section 11, Township 21 South, Range 3 West; thence run northerly along west line of said E 1/2 of E 1/2 for 30.02 feet to the north right of way line of South Avenue; thence 92 degrees 42 minutes 30 seconds to the right and run easterly along right of way for 379.55 feet to the west line of Mill Street; thence 92 degrees 33 minutes 30 seconds left and run northerly along the west right of way line of Mill Street for 815.13 feet to the point of beginning; thence continue northerly along the last stated course for 183.56 feet to the beginning of a curve to the left having a radius of 285.36 feet and subtending a central angle of 19 degrees 44 minutes; thence continue along arc of said curve for 98.28 feet to the end of said curve; thence from tangent of said curve run northwesterly for 105.00 feet; thence 88 degrees 00 minutes 00 seconds left and run southwesterly for 160.00 feet; thence 86 degrees 35 minutes 30 seconds to the left and run southeasterly for 342.74 feet; thence 75 degrees 40 minutes 30 seconds to the left and run easterly for 120.00 feet to the point of beginning.

Achille Brana  
WITNESS

Billy Franklin Massey  
BILLY FRANKLIN MASSEY

Liz Walth  
WITNESS

Cheryl Stevenson Massey  
CHERYL STEVENSON MASSEY

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

91 OCT 16 PM 1:47

J. H. H. H. H. H.  
JUDGE OF PROBATE

1. Deed Tax	\$ 7.80
2. Mfg. Tax	\$ 5.00
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
<b>Total</b>	<b>\$ 26.80</b>