

ALABAMA REAL ESTATE MORTGAGE

593

Amount Financed \$ 23,242.37

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Ellis S. Hughes and wife, Gloria Gomez Hughes 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 "SCHEDULE 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 17th day of December, 19 91

Witness: Bill Gant

Witness: Sheila H. Beane

Ellis S. Hughes (L.S.) ☒ SIGN HERE

Gloria Gomez Hughes (L.S.) ☒ SIGN HERE
(If married, both husband and wife must sign)
Gloria Gomez Hughes

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that

Ellis S. Hughes and wife, Gloria Gomez Hughes 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 17th day of December, 19 91

Sheila H. Beane
My commission expires 12/1/92 public.

"SCHEDULE A"

Part of the SE 1/4 of the NE 1/4 of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the Northeast corner of said 1/4-1/4 Section, run in a southerly direction along the East line of said 1/4-1/4 for a distance of 927.46 feet to the point of beginning; thence turn an angle to the right of 180 degrees and run in a Northerly direction for a distance of 125.00 feet; thence turn an angle to the left of 72 degrees 35 minutes 08 seconds and run in a Northwesterly direction for a distance of 651.07 feet; thence turn an angle to the left of 80 degrees 49 minutes 52 seconds and run in a Southwesterly direction for a distance of 206.00 feet to a point of curve, said curve being concave in an Easterly direction and having a radius of 211.84 feet, and a central angle of 21 degrees 47 minutes 08 seconds; thence turn an angle to the left and run along the arc of said curve for a distance of 80.55 feet; thence turn an angle to the left and run in an Easterly direction for a distance of 737.39 feet, more or less to the point of beginning. Situated in Shelby County, Alabama.

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WITNESS

Bill Gou

Ellis S. Hughes

ELLIS S. HUGHES

BOOK

WITNESS

Abigail H. Beane

Gloria Gomez Hughes

GLORIA GOMEZ HUGHES

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

92 JAN -9 PM 2:51

JUDGE OF PROBATE

1. Deed Tax	\$ 34.95
2. Mtg. Tax	\$ 5.10
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 0.00
6. Certified Fee	\$ 43.95
Total	\$ 88.00