

ALABAMA REAL ESTATE MORTGAGE

65.13

Amount Financed \$ 37414.53

The State of Alabama, SHELBY County, All Men By These Presents: That whereas, DUKE PERCY ALEXANDER AND WIFE SYLVIA DENISE ALEXANDER, 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

Inst # 1992-15517

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 JULY 28TH day of 19 92.

Witness: [Signature] Duke Percy Alexander (S.) ☒ SIGN HERE
 Witness: [Signature] Sylvia Denise Alexander (S.) ☒ SIGN HERE
 If married, both husband and wife must sign)

STATE OF ALABAMA

COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that DUKE PERCY ALEXANDER AND WIFE SYLVIA DENISE ALEXANDER,

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. JULY 1992

Given under my hand and official seal, this the 28TH day of JULY, 1992.

[Signature]
 Notary Public.

This instrument was prepared by: SHERRY D. LAWLEY PO BOX 36039 HOOVER AL 35236

Professional

SCHEDULE 'A'

A parcel of land partly in the NW 1/4 of the SE 1/4 and partly in the SW 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 East, Shelby County, Alabama, more particularly described as follows:

From the SW corner of the NW 1/4 of SE 1/4, run North 00 degrees 34 minutes 22 seconds West for 138.06 feet to the beginning point of the lot here to be described; from said point, continue last course 869 feet to an iron rod; thence run along a painted line South 32 degrees 21 minutes East for 1344.52 feet to a point on the North margin of a gravel road; thence run along said road margin South 54 degrees 52 minutes 27 seconds West for 200 feet; thence leaving said road, run North 55 degrees 05 minutes 38 seconds west for 667.36 feet, and back to the beginning point.

WITNESS

Sherry D. Hawley

BORROWER

Duke Percy Alexander

WITNESS

[Signature]

BORROWER

[Signature]

Inst # 1992-15517

07/30/1992-15517
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 65.25