

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 81715.76

The State of Alabama, Jefferson County. Know All Men By These Presents: That whereas, Evelyn Oglesby Jenkins and husband Jimmy Ray Jenkins, Mortgageors, whose address is 13580 Hyw 17, Montevallo, AL 35115, 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, whoses address is 7001 Crestwood Blvd Suite 828, Birmingham, AL 35210, evidencing a loan made to Mortgageors 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 Mortgageors 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 Mortgageors 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 # 1994-02915

RETURN TO: SMS REAL ESTATE LOAN SERVICES 3500 BLUE LAKE DRIVE SUITE 155 BIRMINGHAM, ALABAMA 35243

01/27/1994-02915 10:05 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 MCO 133.70

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

Mortgageors further specially waive all exemptions which Mortgageors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgageors agree to not 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, Mortgageors have hereunto set their hands and affixed their seals this 25th day of January, 1994.

Witness: [Signatures] Evelyn Oglesby Jenkins (S.) SIGN HERE Jimmy Ray Jenkins (S.) SIGN HERE (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 Evelyn Oglesby Jenkins and husband Jimmy Ray Jenkins, 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 25th day of January, 1994. [Signature] Notary Public.

This instrument was prepared by: Micshelle DeWitt 7001 Crestwood Blvd Suite 828, Bham, AL 35210

MY COMMISSION EXPIRES APRIL 9, 1998

Inst # 1994-02915

SMS

Schedule "A"

Evelyn Oglesby Jenkins and Husband Jimmy Ray Jenkins

Commence at the SW corner of the NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 4, Township 22 South, Range 3 West and run Easterly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 1151.21 feet to the point of beginning of the property being described; thence continue along last described course a distance of 50.00 feet to a point; thence turn an angle of 37 deg. 41 min. to the left and run Northeasterly a distance of 258.20 feet to a point at a fence corner; thence turn an angle of 24 deg. 47 min. right and run East-Northeasterly along said fence a distance of 187.12 feet to a point on the West right-of-way line of Shelby County Highway No. 17; thence turn an angle of 100 deg. 58 min. 15 sec. to the left and run Northwesterly along said right-of-way line a distance of 50.60 feet to a point; thence turn an angle of 79 deg. 15 min. 45 sec. to the left and run West-Southwesterly a distance of 167.55 feet to a point; thence turn an angle of 101 deg. 42 min. to the right and run Northerly a distance of 70.00 feet to a point; thence turn an angle of 94 deg. 19 min. to the left and run Westerly a distance of 252.49 feet to a point; thence turn an angle of 84 deg. 15 min. to the left and run Southerly a distance of 252.43 feet to the point of beginning. Containing 1.37 acres and marked on each corner with a steel rebar pin.

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SHELBY COUNTY JUDGE OF PROBATE.
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