

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 96545.53

The State of Alabama, Shelby/ Chilton County, Know All Men By These Presents: That whereas, Terry Hodgens and Dorothy Hodgens, Husband and Wife, 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 /Chilton County, State of Alabama, to wit:

SEE EXHIBIT "A" OF EVEN DATE HERewith

Inst # 1995-00824

01/10/1995-00824  
11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 156.50

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 6TH day of JANUARY, 1995.

Witness:

Witness:

Terry Hodgens (L.S.) ☐ SIGN HERE

Dorothy Hodgens (L.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 TEREY HODGENS AND DOROTHY HODGENS HUSBAND AND WIFE

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

Given under my hand and official seal, this the 6th day of January, 1995.

Notary Public

Commission Expires 4-16-97

This instrument was prepared by:

RONDA COOPER FOR NORWEST FINANCIAL ALABAMA INC

1841 MONTGOMERY HWY STE 105 HOOVER AL 35244

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PROPERTY DESCRIPTION:

State of Alabama

Shelby County

Parcel 1

Part of the NW 1/4 of the NE 1/4, Section 1, Township 20 South, Range 2 West, being more particularly described as follows: Begin at the NE corner of the NW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West, thence run West along the North line of said 1/4 1/4 Section for 328.87 feet; thence 90 degrees 01 minutes 37 seconds left and run Southerly for 1319.476 feet to a point on the South line of said 1/4 1/4 Section; thence 90 degrees 03 minutes 23 seconds left and run Easterly along said 1/4 1/4 Section for 325.995 feet to the Southeast corner of said 1/4 1/4 Section; thence 89 degrees 49 minutes 00 seconds left and run Northerly along the East line of said 1/4 1/4 Section for 1318.94 feet to the point of beginning.

Less and Except:

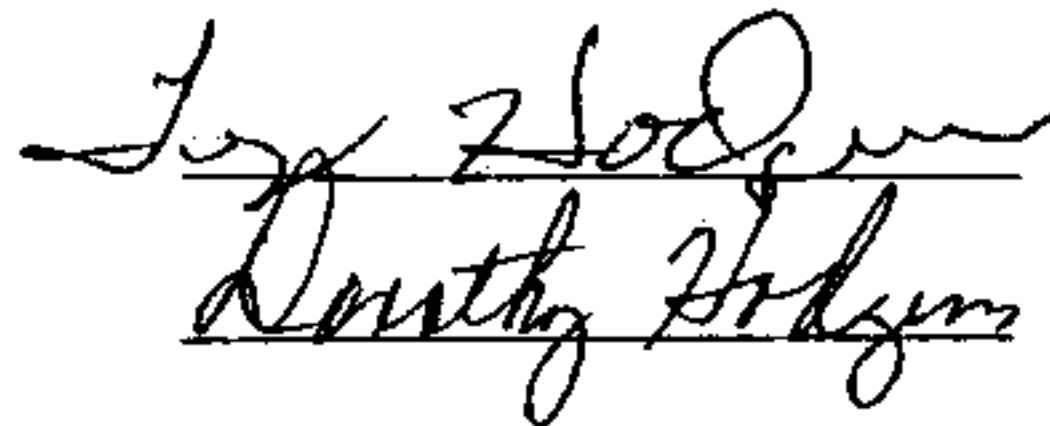
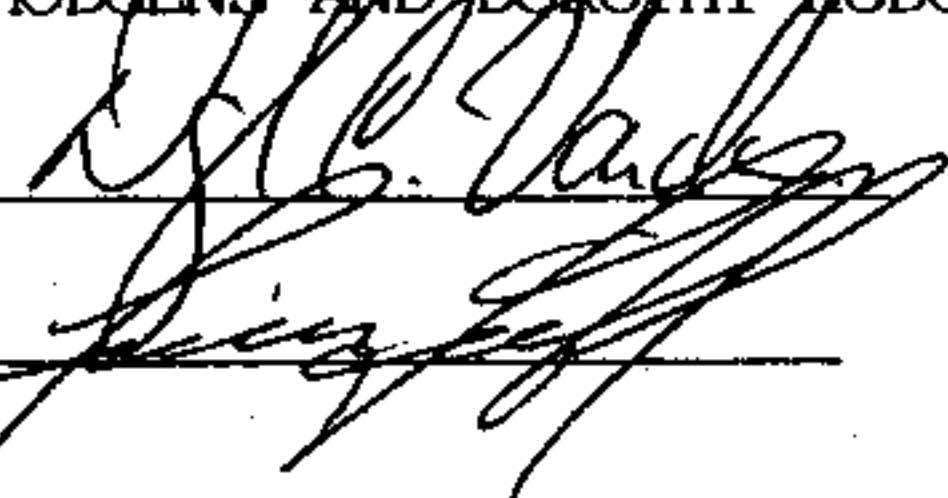
Part of the NW 1/4 of the NE 1/4, Section 1, Township 20 South, Range 2 West, being more particularly described as follows: Begin at the NE corner of the NW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 2 West, thence run West along the North line of said 1/4 1/4 Section for 248.87 feet to the point of beginning, continue along North line a distance of 80 feet, thence 90 deg. 01 min. 37 sec. left and run southerly a distance of 1319.476 feet to a point on the south line of said 1/4 1/4 section, thence turn angle 90 deg. 03 min. 23 sec. left and run easterly 80 feet along south line of said 1/4 1/4 section to a point; thence 89 deg. 56 min. 37 sec. left and run northerly 1319.476 feet to the point of beginning.

Parcel 2

The Southeast Quarter of the Northeast Quarter; the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter, less ten (10) acres, all in Section 20, Township 21, Range 16 and containing in all one hundred ten (110) acres, more or less, and being situated in Chilton County, Alabama.

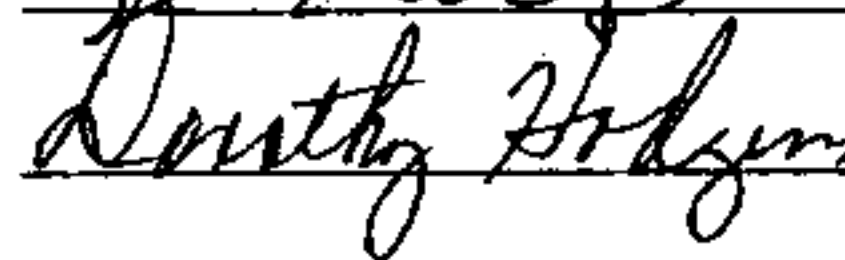
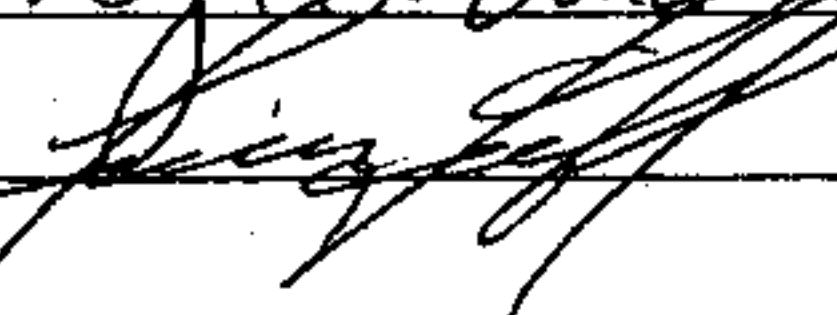
TERRY HODGENS AND DOROTHY HODGENS HUSBAND AND WIFE

WITNESS



sign here

WITNESS



sign here