

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 10,313.24

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Willie Gene and Rosa Mae, Mortgagors, whose address is Post Office Box 187, Shelby, AL 35143 Egg and Butter Road, 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 1841 Montgomery Hwy, Suite 105, Bham, AL 35244, 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 Exhibit A

Inst # 1995-20197

07/31/1995-20197  
09:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 26.60

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 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, Mortgagors have hereunto set their hands and affixed their seals this 25th day of July, 1995.

Witness: Teresa H. Marshall

Willie Gene Lee (L.S.) ☒ SIGN HERE

Witness: Keith K. Kuhn

Rosie M. Lee (L.S.) ☒ SIGN HERE  
(If married, both husband and wife must sign)

STATE OF ALABAMA

Shelby COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Willie Gene Lee, husband,  
and Rosa Mae, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of July, 1995.

Guarantee

[Signature]  
Notary Public.

Anna E. 4-16-97

Teresa Marshall, Norwest Financial  
1841 Montgomery Hwy, Suite 105  
Birmingham, AL 35244

This instrument was prepared by: 1841 Montgomery Hwy, Suite 105

Exhibit :A:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 5, Township 24 North, Range 15 East and run West along the Northern boundary of said NE 1/4 of NW 1/4 of Section 5, a distance of 232 feet to the corner of Susie Mae Hines lot and the point of beginning of the lot herein conveyed; run thence South perpendicular to said Northern boundary of said NE 1/4 of NW 1/4 of said Section 5 a distance of 330 feet; thence turn a right angle to the left and run 100 feet; thence turn a right angle to the left and run a distance of 330 feet to said Northern boundary of said NE 1/4 of NW 1/4 of Section 5; thence run Westerly along said boundary a distance of 100 feet to the point of beginning and the same being in the said NE 1/4 of NW 1/4 of Section 5, Township 24 North, Range 15 East, Shelby County, Alabama.

Willie Gene Lee

Willie Gene Lee

Rosa Mae Lee

- Rosie M. Lee

Witness:

Jeresa Marshall

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