

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 14316.81
Total of Payments \$ 17820.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Joe G. Waid and Sherry E. Waid (Husband and Wife), Mortgagors, whose address is 189 Gablewood Drive Montevallo, AL 35115 are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Norwest Financial Alabama, Inc., Mortgagee, whose address is 1841 Montgomery Hwy Ste 105 Hoover AL 35244, evidencing a loan made to Mortgagors by Mortgagee. The Amount Financed on said loan is stated above. 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:

Inst # **1996-03627**

SEE ATTACHED SCHEDULE A

02/02/1996-03627
10:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 32.60

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 the balance, if any, pay over to 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 Mortgagor 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 January, 1996.

Witness: Matthew P. Rose (L.S.) **SIGN HERE**
Witness: Michelle L. Rose (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 Joe G Waid and Sherry E. Waid (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 25th day of January, 1996.

Matthew P. Rose
Notary Public.

This instrument was prepared by: Lisa Watson 1841 Montgomery Hwy Ste 105 Hoover AL 35244

942 01/96 AL

Guaranty Land

MY COMMISSION EXPIRES APRIL 9, 1996

schedule A

PROPERTY DESCRIPTION:

State of Alabama

Shelby County

A parcel of land located in the East 1/2 of the NE 1/4 of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said Section 3; thence in a Westerly direction along the North line of said Section 3, a distance of 448.03 feet; thence 91 deg. 13 min. 58 sec. left, in a Southerly direction a distance of 1117.21 feet to the point of beginning; thence continue along last described course a distance of 564.50 feet; thence 87 deg. 57 min. 23 sec. left in an Easterly direction, a distance of 219.47 feet; thence 91 deg. 53 min. 09 sec. left, in a Northerly direction a distance of 564.45 feet; thence 88 deg. 06 min. 51 sec. left, in a Westerly direction, a distance of 220.94 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to 20 foot wide easement, parallel to its Easterly property line as shown in Deed Book 317, page 634 in the Probate Office of Shelby County, Alabama.

Also, a non-exclusive easement for ingress and egress described as follows: a 20 foot wide easement located in the East 1/2 of the Northeast 1/4 of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said Section 3, thence in a Westerly direction along the North line of said Section 3, a distance of 224.01 feet; thence 91 deg. 06 min. 30 sec. left, in a Southerly direction a distance of 1117.15 feet to the point of beginning; thence continue along last described course a distance of 1072.19 feet to a point on the Northwest right of way line of Shelby County Highway No. 22, said point also being on a curve to the left, said curve having a radius of 2587.17 feet and a central angle of 00 deg. 29 min. 44 sec.; thence 63 deg. 37 min. 01 sec. right, to tangent of said curve; thence along arc of said curve in a Southwesterly direction along said right of way a distance of 22.38 feet to the end of said curve; thence 116 deg. 52 min. 43 sec. right, from tangent of said curve, in a Northerly direction, a distance of 1082.88 feet; thence 91 deg. 53 min. 09 sec. right, in a easterly direction a distance of 20.01 feet to the point of beginning; being situated in Shelby County, Alabama.

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