

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 58,762.49
Total of Payments \$ 133,792.20

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, NANCY R. TAUBER WIDOW, Mortgagors, whose address is 436 WILDERNESS ROAD PELHAM AL 35124, 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 JEFFERSON County, State of Alabama, to wit:

Shelby

Inst # 1996-24929

SEE EXHIBIT A

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warranted free from all incumbrances and against any adverse claims.

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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 24th day of JULY, 1996.

Witness: [Signature] [Signature] (L.S.) **SIGN HERE**

Witness: _____ (L.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 NANCY R TAUBER WIDOW,

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, She executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 24th day of JULY, 1996.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: APR. 29, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Edna W. DeGeorge
Notary Public.

This instrument was prepared by: LISA WATSON 1841 MONTGOMERY HWY STE 105 HOOVER AL 35244

PARCEL I; Lot 1, Block 2, Cahaba Valley Estates, First Sector, according to Map as recorded in Map Book 5, Page 84, in the Probate Office of Shelby County, Alabama. ALSO, triangular parcel of acreage which is located in the NW 1/4 of the NW 1/4, Section 12, Township 20 South, Range 3 West, said triangular parcel of acreage being more particularly described as follows: From the Northwest corner of said Lot 1, Block 2, run in a Southeasterly direction along the West line of said lot for a distance of 188.45 feet to the Southwest corner of said lot; thence turn an angle to the right of 126 degrees 40 minutes and run Northwesterly for a distance of 33.62 feet; thence turn an angle to the right of 62 degrees 26 minutes and run Northerly for a distance of 170.52 feet to the point of beginning.

PARCEL II: A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 12, Township 20 South, Range 3 West and lying East of and adjacent to Lot 27, Block 2, Cahaba Valley Estates, Fourth Sector, as recorded in Map Book 5, Page 127, in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows: BEGIN at a point on the Southerly R.O.W. line of Wilderness Road, said point being the Northeast corner of Lot 27, Block 2, of said Cahaba Valley Estates, Fourth Sector; thence run Southerly along the Easterly line of said Lot 27 for 172.52 feet to a point on the Northerly line of Lot 21, Block 2, of said subdivision; thence turn 90 degrees left and run Easterly along said line of Lot 21 for 44.03 feet to the Northeasterly corner of said Lot 21; thence turn 158 degrees 40 minutes left and run Northwesterly 170.52 feet to a point on the Southerly R.O.W. line of said Wilderness Road, said point on a curve, curving to the left, having a deflection of 00 degrees 46 minutes and a radius of 689.18 feet, said point also being the Northwesterly corner of Lot 1, Block 1, Cahaba Valley Estates, First Sector, as recorded in Map Book 5, Page 84, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Westerly along said Southerly R.O.W. line of Wilderness Road and said curve for 18.44 feet to the point of beginning. According to the survey of J. Albert Hill, Reg. No. 9682, dated April 6, 1979. Situated in Shelby County, Alabama.

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