

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 28,377.38
Total of Payments \$ 51,624.00

The State of Alabama, SHELBY County, Know All Men By These Presents: That whereas, RODGER HOTTENSEN AND MAVIS HOTTENSEN HUSBAND AND WIFE, whose address is P O BOX 533, HARPERSVILLE, AL 35078, Mortgagors,

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 1015 W. Ft. Williams, Sylacauga, Al. 35150 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 # 1996-33824

SEE EXHIBIT "A"

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SHELBY COUNTY JUDGE OF PROBATE
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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 24th day of SEPTEMBER, 1996.

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

Witness: [Signature] Mavis Hottensen (L.S.) **SIGN HERE**
(If married, both husband and wife must sign)

STATE OF ALABAMA
TALLADEGA COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that RODGER HOTTENSEN AND MAVIS HOTTENSEN 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, I he Y executed the same voluntarily on the day the same bears date.

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

[Signature]
My Commission expires March 6, 1999
Notary Public.

This instrument was prepared by: K.C. Cirlot

942 01/96 AL NORWEST FINANCIAL ALA INC., 1015 W. Ft. Williams, Sylacauga, Al. 35150

EXHIBIT "A"

State of Alabama

Shelby County

Commence at a point where the right-of-way of the Farm to Market Road which crosses the NE 1/4 of the SE 1/4 of Section 1, Township 20, Range 2 East, Shelby County, Alabama and which runs North to South, intersects with the right-of-way of the Kymulga Ferry Road; thence East along the right-of-way of said Kymulga Ferry Road for a distance of 210 feet to a point, said point being the southeast corner of a one acre tract previously conveyed by Walter K. Ritch and wife, Betha N. Ritch to Clara McCalliey and Robert Cleckler, sr.; from said point, thence north along the east boundary of said one acre tract, and continuing north and parallel to the right-of-way of the previously described Farm to Market Road, for a distance of 438 feet to a point; thence turn right and proceed in an easterly direction, and parallel to the north boundary of the NE 1/4 of the SE 1/4 of Section 1, Township 20, Range 2 East, for a distance of 600 feet to the point of beginning; thence turn right and proceed in a southerly direction parallel to the right-of-way of the said Farm to Market Road a distance of 312 feet to a point on the North right-of-way line of the Kymulga Ferry Road; thence run in a Northeasterly direction along said right-of-way to the point of intersection of said North right-of-way with the East line of the NE 1/4 of SE 1/4 of said Section 1; thence run in a Northerly direction along said East line a distance of 229 feet to a point on said section line; thence run in a Westerly direction a distance of 357 feet to the point of beginning.
(Shelby County)

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