

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 47,545.19

Total of Payments \$ 98,160.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, DALE MILLER AND WAYNE MILLER, HUSBAND AND WIFE, Mortgagors, whose address is 1365 HWY 89 MONTEVALLO ALABAMA 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 2414 GREEN SPRINGS HIGHWAY BIRMINGHAM AL 35209, 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 # 1996-35188

SEE EXHIBIT A

10/23/1996-35188
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SHELBY COUNTY JUDGE OF PROBATE
002 NCB 82.40

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 21 day of OCTOBER, 1996.

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

Witness: Scott D McFadden [Signature] (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 DALE MILLER AND WAYNE MILLER, 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, They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 21 day of OCTOBER, 1996.

Melissa Ann Meyer
Notary Public.

This instrument was prepared by: TAMMY L DAVIS

**MY COMMISSION EXPIRES
SEPTEMBER 30, 2000**

[Signature]

EXHIBIT A

State of Alabama

Shelby County

The South half of the Northeast Quarter of the Northwest Quarter of Section 7, Township 24 North, Range 13 East, Except the following tract of land, namely; First: That certain tract of land described as beginning at the point of intersection where the West right-of-way line of the Enon Church Public Road crosses the South line of said Northeast Quarter of the Northwest Quarter of said Section 7, and run thence West along the South boundary line of said forty acres a distance of 210 feet; run thence in a Northerly direction and perpendicular to the South line of said forty acres a distance of 150 feet; run thence in an Easterly direction and parallel with South line of said forty acres a distance of 210 feet, more or less, to the West margin of said Enon Church Public Road a distance of 150 feet, more or less, to the point of beginning, said Exception being the lot heretofore conveyed by the grantors herein to the grantee herein which said deed is recorded in Deed Book 138, on page 188; also, Except all that part of said South Half of the Northeast Quarter of the Northwest Quarter of said Section 7, lying East of the Newals and Enon Church Public Road. Said last described tract of land having heretofore been conveyed by the grantors to Wilbert L. Anderson, recorded in Deed Book 125, on Page 512. This land herein conveyed containing 17 acres. (Shelby County)

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