

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 20,515.78

Total of Payments \$ 31,752.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Thomas G. Gough and Kay B. Gough, Husband and Wife, Mortgagors, whose address is 161 Big Oak Drive, Maylene, AL 35114

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. Suite 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:

SEE ATTACHED SCHEDULE A

Inst # 1997-05287

02/19/1997-05287
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warranted free from all incumbrances and against any adverse claims. 002 MCD 41.90

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 17th day of January, 1997.

Witness: Donna Shipworth Thomas G. Gough (L.S.) SIGN HERE
Witness: Mr. A. A. Kay B. Gough (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 Thomas G. Gough and Kay B. Gough, 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 17 day of January, 1997.

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

Edna H. DeGruge
Notary Public.

This instrument was prepared by: Rita J. Lewis
1841 Montgomery Hwy. Suite 105, Hoover, AL 35244

SCHEDULE A

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 22, Township 21 South, Range 3 West, described as follows: Commence at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 22, and go South 01. deg. 05. min. 40 sec. East along the West boundary of said 1/4 1/4 Section for 530.00 feet to the point of beginning; thence continue along previous course for 219.00 feet; thence North 89 deg. 06 min. 10 sec. East for 706.87 feet to the Southwesterly boundary of Big Oak Drive; thence North 44 deg. 12 min. 00 sec. West along said boundary for 300.73 feet; thence south 89 deg. 07 min. 10 sec. West for 501.37 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

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