

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 2202.18  
Total of Payments \$ 3636.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Gary G. Black - Husband and Sandra G. Black - Wife, Mortgagors, whose address is 56 Highway 478, Leeds, Alabama 35094, 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:

SEE EXHIBIT A

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002 NCB 14.45

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 20 day of May, 1997.

Witness:

Toby Schneider

(L.S.)

SIGN HERE

Witness:

Kim McNealy

(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 Gary G. Black - Husband and Sandra G. Black - 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 20 day of May, 1997.

Jamika B McNeal

MY COMMISSION EXPIRES MAY 20, 2000

This instrument was prepared by:

Tammy L. Hanks

942 01/96 AL

Guaranty

Inst # 1997-16527

*MS*  
*AB*

Exhibit A

Shelby County

Commencing at the intersection of the westerly line of a public road with the southerly line of the Grantor's former vye tract property (Central of Georgia Railway Company, a corporation, former grantor), said point being 3640 feet, more or less, northwardly of the grantors' M.P. S-420, measured along the center line of the Grantor's main tract, Birmingham District, and 235 feet westwardly of end measured at right angles thereto extending thence in a general westerly and, southwesterly direction, by curve and tangent, a distance of 200 feet to the point of beginning of the parcel herein described; thence continue in a generally westerly and southwesterly direction along the south line of former Central of Georgia Railway Company right of way and along the south line of property described in Deed Book 171, at Page 383, Office of Judge of Probate of Shelby County, Alabama, a distance of 250 feet, more or less to the southeast corner of Leo Lawrence Isbell and wife, Helen Marie Isbell property, as described in Deed Book 264, at Page 199, Office of the Judge of Probate of Shelby County, Alabama; thence run Northwesterly 120 feet, more or less, along the east line of said Isbell property, to the northeast corner of said Isbell property; thence run northeasterly along the north line of said former railroad right of way and along the north line of said property described in Deed Book 171, Page 383 a distance of 292 feet, more or less, to a point which is 210 feet west (measured along said former right of way line) of the westerly line of said public road; thence run southerly a distance of 190 feet, more or less, to the point of beginning, Situated in the SE 1/4 of Section 32, Township 17 South, Range 1 East.

*Jamika B McNeal*  
MY COMMISSION EXPIRES MAY 20, 2000

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