

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 46848.30
Total of Payments \$ 107867.52

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, Billy Edward Davis, and his wife, Linda Davis, Mortgagors, whose address is 437 Highway 260, 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 # 1997-17871

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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 3rd day of June, 19 97.

Witness: [Signature] Billy Edward Davis (L.S.) **SIGN HERE**
Witness: [Signature] Linda Davis (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 Billy Edward Davis, and his wife, Linda Davis

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 3rd day of June, 19 97.

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

[Signature]
Notary Public.

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

SCHEDULE A

**To be attached to Report Number: 495446
Davis, Billy Edward And Linda**

The following described real estate situated in Shelby County, Alabama to-wit: Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 17, Township 21 South, Range 3 West, and run thence Westerly along the South line of said 1/4-1/4 a distance of 547.35 feet to a point; thence turn an angle of 87 deg. 31 min. 59 sec. right and run Northerly a distance of 503.77 feet to the point of beginning of the property being described; thence continue along last described course a distance of 193.35 feet to a point on the South line of Shelby County Highway No. 260; thence turn an angle of 113 deg. 55 min. 09 sec. left and run thence Southwesterly along said right-of-way line a distance of 156.24 feet to a point; thence turn an angle of 66 deg. 04 min. 51 sec. left and run South a distance of 130.0 feet to a point; thence turn an angle of 90 deg. 00 min. 00 sec. left and run Easterly a distance of 142.82 feet to the point of beginning, containing 0.53 of an acre and subject to all agreements of probated record.

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