

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 37,013.56
Total of Payments \$ 50,700.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, TINA M. SFAKIANOS, AN UNMARRIED WOMAN, Mortgagors, whose address is 1306 BERWICK DRIVE, BIRMINGHAM, AL 35242, 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., STE 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 EXHIBIT "A"

Inst # 1997-33992
10/20/1997-33992
10:20 AM CERTIFIED

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 9TH day of OCTOBER, 19 97.

Witness:

Clayton

Witness:

Tina M. Sfaianos

Tina M. Sfaianos (L.S.)

SIGN HERE

(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 TINA M. SFAKIANOS, AN UNMARRIED WOMAN, 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, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9TH day of OCTOBER, 19 97.

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

Edna W. DeGeorge
Notary Public

This instrument was prepared by: DENISE JORDAN, 1841 MTGY. HWY SUITE 105, HOOVER, AL 35244

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SHELBY COUNTY JUDGE OF PROBATE
002 SNA 66.65

To be attached to Report Number: 486771
Sfakianos, Tina M.

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 53A, according to the Resurvey of Lot 53, First Addition to Greystone Ridge Garden Homes, as recorded in Map Book 16, Page 57 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to: (1) Building setbacks as shown in Declaration of Greystone Ridge Covenants, Conditions and Restrictions recorded in Instrument No. 1992-4720 in Probate Office; (2) Public utility easements as shown by recorded plat, including 30 feet Southeasterly on side of lot; (3) Transmission Line Permit(s) to Alabama Power Company as shown by Instrument(s) recorded in Deed Book 141 Page 180, Real 333 Page 201 and Real 377 Page 441 in Probate Office; (4) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 4 Pages 486, 493 and 495 in Probate Office; (5) Rights of others to use of Hugh Daniel Drive, as described in Instrument recorded in Deed Book 301 Page 799 in Probate Office; (6) Covenant and Agreement for Water Service as set out in instrument between Dantract and Shelby County, as set out in Real 235 Page 574 in Probate Office; (7) Restrictions, covenants, conditions and building setback lines as set out in Amended Restated Restrictive Covenants recorded in Real 265 Page 96 in the Probate Office of Shelby County, Alabama; (8) Greystone Multi-family Declaration of Covenants, Conditions and Restrictions, as recorded in Real 316 Page 239, as amended by First Amendment recorded in Real 319 Page 238, Second Amendment as recorded in Real 336 Page 281 and Third Amendment being recorded in Real 397 Page 958, and by Instrument No. 1992-4710 in Probate Office; (9) Greystone Ridge Garden Homes and First Addition to Greystone Ridge Garden Homes Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 1992-4720 in Probate Office; (10) Reciprocal Easement Agreement pertaining to access and roadway easements, as set out in Real 312 Page 274, as amended in Real 317 Page 253 in Probate Office; (11) Agreement between Daniel Oak Mountain Limited Partnership and Shelby Cable, Inc. recorded in Real 350 Page 545 in Probate Office.