

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 94,311.45
Total of Payments \$ 192,420.00

County. Know All Men By These Presents: That whereas, _____, Mortgagors,

The State of Alabama, JEFFERSON

EVELYN OGLESBY JENKINS AND HUSBAND JIMMY RAY JENKINS

whose address is 13580 HWY 17, MONTEVALLO, AL 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 7001 CRESTWOOD BLVD., STE 828, B'HAM, AL 35210, 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"

05/19/1998-18260
10:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOR NEL 132.60

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 5TH day of MAY, 1998

Witness:

[Signature]

Witness:

[Signature]

Evelyn Oglesby Jenkins (L.S.) ☐ SIGN HERE

Jimmy Ray Jenkins (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 EVELYN OGLESBY JENKINS AND HUSBAND JIMMY RAY JENKINS

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 11th day of May, 1998

[Signature]
Notary Public

This instrument was prepared by:

AL-942-1197

MY COMMISSION EXPIRES
SEPTEMBER 30, 2000

Inst # 1998-18260



Norwest Financial
Eastwood Festival Centre
7001 Crestwood Blvd., Suite 828
Birmingham, Alabama 35210
205/592-0827

EXHIBIT "A"

Commence at the SW corner of the NW 1/4 of NW 1/4, Section 4, Township 22 South, Range 3 West and run Easterly along the South line of said 1/4-1/4 section a distance of 1151.21 feet to the point of beginning of the property being described; thence continue along last described course a distance of 50.00 feet to a point; thence turn an angle of 37 degrees 41 minutes to the left and run Northeasterly a distance of 258.20 feet to a point at a fence corner; thence turn an angle of 24 degrees 47 minutes right and run East-Northeasterly along said fence a distance of 187.12 feet to a point on the West right-of-way line of Shelby County Highway No. 17; thence turn an angle of 100 degrees 58 minutes 15 seconds to the left and run Northwesterly along said right-of-way line a distance of 50.60 feet to a point; thence turn an angle of 79 degrees 15 minutes 45 seconds to the left and run West-Southwesterly a distance of 167.55 feet to a point; thence turn an angle of 101 degrees 42 minutes to the right and run Northerly a distance of 70.00 feet to a point; thence turn an angle of 94 degrees 19 minutes to the left and run Westerly a distance of 252.49 feet to a point; thence turn an angle of 84 degrees 15 minutes to the left and run Southerly a distance of 252.43 feet to the point of beginning.

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