

## ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 17,490.32  
 Total of Payments \$ 24,600.00

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

The State of Alabama, JEFFERSON

STEVE C MCKAY AND WIFE TERESA L MCKAY

whose address is 307 11TH ST SW ALABASTER AL 35007

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 1687 CENTER PT PKWY 105 BIRMINGHAM AL 35215, 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 # 1998-44571

11/10/1998-44571

11:08 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
 002 SNA 37.25

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 8TH day of OCTOBER, 98.

Witness:

James A. Marshall

Witness:

Veronica Patterson

Steve C McKay

(L.S.)

SIGN HERE

Deborah McKay

(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 \_\_\_\_\_

STEVE M MCKAY AND WIFE TERESA L MCKAY

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 8TH day of OCTOBER, 1998.

Notary Public

Expires 4-25-2000

This instrument was prepared by: T DAVIDSON 1687 CENTER PT PKWY 105 BIRMINGHAM AL 35215

**EXHIBIT "A"**

**Legal Description:**

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

A parcel of land being a portion of Lot 7, and a portion of Lot 8, and Lot 9, at Block 1, of Alabaster Highlands, according to the Map of Alabaster Highlands, as recorded in Map Book 4 page 41 in the Office of the Judge of Probate of Shelby County, Alabama and more exactly described as follows: Begin at the Northwest corner of said Lot 8, and proceed Northward along the West side of Lot 7, a distance of 47.08 feet; thence at an angle of 92 deg. to the right 185.00 feet to the East side of said Lot 7; thence at an angle of 88 deg. to the right and along the East side of Lots 7 and 8 and 9, a distance of 135.33 feet; thence at an angle of 88 deg. 54 min. to the right 185.0 feet to the West side of Lot 8; thence Northward along the West side of Lot 8, a distance of 98.25 feet to the point of beginning; being situated in Shelby County, Alabama.

**SUBJECT TO:**

1. Building setback line of 35 feet reserved from 30th Street as shown by plat.
2. Public utility easements as shown by recorded plat, including a 10 foot easement on the Northerly side of Lot 7 and a 15 foot on the Southeast side of Lot 8 for Southern Natural Gas Co.
3. Restrictions, covenants and conditions as set out in instrument recorded in Map Book 4 page 43 and Deed Book 217 page 717 in Probate Office.
4. Easement to Plantation Pipeline Co. as shown by Instrument recorded in Deed Book 112 page 331 in Probate Office.
5. Easement to Alabama Power Company as shown by instrument recorded in Deed Book 181 page 225 in Probate Office.
6. Plantation Pipeline Co. easement to Southern Natural Gas Co. as set out in Deed Book 90 page 467.

**Inst # 1998-44571**

*SM*  
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