

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 42,017.06
Total of Payments \$ 82,200.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, LEON C AND ROBIN HARRELL, Mortgagors, whose address is RT 2 BOX 345 ALABASTER AL 35244, 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 MTG 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 1998-46272 County, State of Alabama, to wit:

SEE SCHEDULE "A"

11/20/1998-46272
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 74.15

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 18TH day of NOVEMBER, 1998.

Witness: Clayton (L.S.) ☐ SIGN HERE
Witness: Toby Schneider (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 LEON C AND ROBIN HARRELL, 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 18TH day of NOVEMBER, 1998.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr. 19, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Edna G. DeGeorge
Notary Public

This instrument was prepared by: EDNA DEGEORGE 1841 MTG HWY SUITE 105 HOOVER AL 35244

SCHEDULE "A"

J. C. H. R. H.

A PARCEL OF LAND LYING IN THE SE 1/4; SW 1/4, SECTION 36, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SE CORNER OF THE NORTH 1/2 OF SAID SE 1/4; SW 1/4 RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF THE SAID NORTH 1/2; SE 1/4, SW 1/4 A DISTANCE OF 933.25 FEET TO AN IRON MARKER ON THE SAID SOUTH BOUNDARY OF THE SAID NORTH 1/2, SE 1/4; SW 1/4 15.0 FEET WEST OF THE C/L OF A BLACK TOP ROAD; THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE SAME LINE A DISTANCE OF 95.6 FEET TO AN IRON MARKER ON THE SAID SOUTH BOUNDARY OF THE SAID NORTH 1/2, SE 1/4; SW 1/4; THENCE TURN AN ANGLE OF 87 DEGREES 15 MINUTES TO THE RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 113.6 FEET TO AN IRON MARKER; THENCE TURN AN ANGLE OF 95 DEGREES 19 MINUTES TO THE RIGHT AND RUN EASTERLY A DISTANCE OF 111.2 FEET TO AN IRON MARKER 15.0 FEET WEST OF SAID BLACK TOP ROAD; THENCE TURN AN ANGLE OF 92 DEGREES 55 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 109.1 FEET TO THE POINT OF BEGINNING.

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