

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 12,338.62  
Total of Payments \$ 21,000.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, MICHAEL BOOTH, Mortgagors,

whose address is 234 BONNEVILLE DR CALERA AL 35040 3600 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 SHELBY 1999-12757 County, State of Alabama, to wit:

"" SEE SCHEDULE A"

03/26/1999-12757  
10:53 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 CRH 29.60

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 15 day of MARCH, 1999.

Witness: Craig Jemison

Witness: John Beltr

Michael Booth (L.S.) ◀ SIGN HERE

Sammy Bothe (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 MICHAEL BOOTH

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 ~~has~~ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15TH day of MARCH, 1999.

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

Edna H. DeGeorge  
Notary Public

This instrument was prepared by:

CRAIG JEMISON 1841 MTG HWY SUITE 105 HOOVER AL 35244



Norwest Financial  
The Plaza at Riverchase  
1841 Montgomery Highway, Suite 105  
Hoover, Alabama 35244  
205/988-3900

SCHEDULE A

MB d.B.

THE CONVEYANCE IS BY WARRANTY DEED WITH RIGHTS OF SURVIVORSHIP

4.  
LEGAL DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 24 NORTH, RANGE 13 EAST, SHELBY COUNTY, ALABAMA, AND RUN WEST 630 FEET; THENCE TURN LEFT 90 DEGREES AND RUN SOUTH 210 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 210 FEET; THENCE TURN RIGHT 90 DEGREES AND RUN WEST 210 FEET; THENCE TURN RIGHT 90 DEGREES AND RUN NORTH 210 FEET; THENCE TURN RIGHT 90 DEGREES AND RUN EAST 210 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA. CONTAINING 1 ACRE, MORE OR LESS.

SUBJECT TO RESERVATIONS, EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY, IF ANY.

ADDRESS: 234 BONNEVILLE DR; CALERA, AL 35040 TAX MAP OR PARCEL ID NO.:  
35-1-02-0-001-004.008

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Inst # 1999-12757

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