

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 74,373.82  
Total of Payments \$ 139,920.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, RICHARD D. REYNOLDS AND WIFE, AMY N. REYNOLDS, Mortgageors, whose address is 400 HWY 97 COLUMBIANA, AL. 35051, 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 235 LAKESHORE PARKWAY HOMEWOOD, AL. 35209, evidencing a loan made to Mortgageors by Mortgagee. The Amount Financed on said loan is stated above. Said Note is payable in monthly installments and according to the terms thereof, payment may be made in advance in any amount at any time and default in paying any installment 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 Mortgageors 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 Mortgageors 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:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

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SHELBY COUNTY JUDGE OF PROBATE  
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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 Mortgageors 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 installment thereof when due, then this conveyance shall become null and void. But should Mortgageors fail to pay the Note or Notes, or any installment 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 Mortgageors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgageors further specially waive all exemptions which Mortgageor now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgageors 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, Mortgageors have hereunto set their hands and affixed their seals this 20TH day of SEPTEMBER, 1999.

Witness:

[Signature]  
[Signature]

Witness:

[Signature] (L.S.) ◀ SIGN HERE  
[Signature] (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 RICHARD D. REYNOLDS AND WIFE, AMY N. REYNOLDS

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 20TH day of SEPTEMBER, 1999.

[Signature]  
Notary Public

This instrument was prepared by: KIM MCGAIRTY

MY COMMISSION EXPIRES  
SEPTEMBER 30, 2000



Norwest Financial  
Wildwood Center  
235 Lakeshore Parkway  
Homewood, Alabama 35209  
205/942-1227

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED 9/20/99, RICHARD D. REYNOLDS AND WIFE, AMY N. REYNOLDS, MORTGAGORS.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE NORTHERLY ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 495.00 FEET TO A POINT, THENCE TURN A DEFLECTION ANGLE OF 88 DEGREES 00 MINUTES 30 SECONDS RIGHT AND RUN EASTERLY A DISTANCE OF 15.64 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. 91, THENCE TURN A DEFLECTION ANGLE OF 0 DEGREES 03 MINUTES 30 SECONDS LEFT AND RUN EASTERLY ALONG EXISTING PROPERTY LINE A DISTANCE OF 629.25 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED, THENCE CONTINUE ALONG LAST DESCRIBED COURSE A DISTANCE OF 690.36 FEET TO A POINT, THENCE TURN A DEFLECTION ANGLE OF 87 DEGREES 58 MINUTES 28 SECONDS LEFT AND RUN NORTHERLY A DISTANCE OF 272.69 FEET TO A POINT, THENCE TURN A DEFLECTION ANGLE OF 92 DEGREES 00 MINUTES 00 SECONDS LEFT AND RUN WESTERLY A DISTANCE OF 823.51 FEET TO A POINT, THENCE TURN A DEFLECTION ANGLE OF 114 DEGREES 22 MINUTES 38 SECONDS LEFT AND RUN SOUTHWESTERLY A DISTANCE OF 299.54 FEET TO THE POINT OF BEGINNING.

*Richard D. Reynolds*  
*Amy N. Reynolds*  
*ap*

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