

Prepared by:
Nancy Groen _____ for
Wells Fargo Financial Bank
3201 N. 4th Ave.
Sioux Falls, SD 57104
Return to:
Wells Fargo Financial Bank
3201 N. 4th Ave.
Sioux Falls, SD 57104

ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT

Maximum Principal Secured: \$ 5,000.00

The State of Alabama, _____ County. Know All Men By These Presents: That whereas,
Barbara Ballard _____,

_____ Mortgagors, whose address is 722 4th Ave Nw,
Alabaster AL 35007, are indebted on their Credit Card Account Agreement ("Agreement"), payable to
the order of Wells Fargo Financial Bank, Mortgagee, whose address is 3201 North 4th Avenue, Sioux Falls, SD 57104,
evidencing a loan made to Mortgagors by Mortgagee. Said Agreement is payable 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 Agreement and without notice or demand, render the entire unpaid balance thereof at once due and payable.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of present and future
advances under the Agreement executed and delivered to Mortgagee by Mortgagors, and any extensions, renewals,
modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, 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:
The description of the property is on a separate form attached to this Mortgage/Deed of Trust, which description is part of
the Mortgage/Deed of Trust.

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
Agreement, and each and every instalment thereof when due, and Mortgagor has terminated future advances or the
draw period under the Agreement has expired and the amounts secured hereby have been paid in full then this
conveyance shall become null and void. But should Mortgagors fail to pay the Agreement, 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 Agreement, 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.

Notice: This mortgage secures credit in the amount of \$ 5,000.00 (Principal Amount). Loans and advances up to this amount, together with interest, are senior to indebtedness of other creditors under subsequently recorded or filed mortgages and liens.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 9 day of July, 2003.

Witness: [Signature] Barbara Ballard (L.S.)? **SIGN HERE**

Witness: [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 Barbara Ballard,

[Signature], 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 9 day of July, 2003.

[Signature]
Notary Public

WILLIAM JASON INGRAM
MY COMMISSION EXPIRES
MAY 22, 2007

ATTACHED ADDEDUNDUM TO DEED OF TRUST
LEGAL DESCRIPTION:

20030916000622640 Pg 3/3 24.50
Shelby Cnty Judge of Probate, AL
09/16/2003 13:06:00 FILED/CERTIFIED

WEST 1/4 OF LOT 3 AND ALL OF LOTS 4 AND 5, BLOCK 13.
ACCORDING TO THE SURVEY OF ALABASTER GARDENS AS RECORDED IN
PLAT BOOK 13, PAGE 156 AND RECORDED IN THE OFFICE OF THE
PROBATE JUDGE OF SHELBY COUNTY, ALABAMA. ALL OF SAID
PROPERTY LOCATED IN THE SE 1/4 OF SECTION 36, TOWNSHIP 209
SOUTH RANGE 3 WEST AND INCLUDING THE EAST 1/2 OF THE STREET
VACATED BY DEED BOOK 286, PAGE 252. SUBJECT PROPERTY IS
LOCATED IN SHELBY COUNTY, TAX MAP OR PARCEL ID NO:
13-7-36-3-005-002.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND
BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 722 4TH AVE NW; ALABASTER, AL 35007 TAX MAP OR
PARCEL ID NO.: 13-7-35-3-005-002

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

BARBARA A. BALLARD

Barbara A. Ballard