

Prepared by:  
Nancy Adrian \_\_\_\_\_ 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: \$ 7,500.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas,  
J David Polk, A SINGLE PERSON,  
Mortgagors, whose address is 5011 Old Dunnivant Valley,  
Birmingham AL 35242, 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 addendum 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.

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, RUN IN A NORTHERNLY DIRECTION ALONG THE EAST LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 200 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 71 DEGREES 23 MINUTES AND RUN IN A NORTH-WESTERLY DIRECTION FOR A DISTANCE OF 1,115.99 FEET TO AN EXISTING OPEN TOP IRON PIN; THENCE, TURN AN ANGLE TO THE LEFT OF 61 DEGREES, 13 MINUTES AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 8.91 FEET TO THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE LEFT OF 96 DEGREES 27 MINUTES AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 195.96 FEET; THENCE TURN ANGLE TO THE RIGHT OF 86 DEGREES 57 MINUTES 30 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION FOR A DISTANCE OF 122.65 FEET; THENCE TURN AN

ANGLE TO THE RIGHT OF 76 DEGREES 19 MINUTES, AND 20 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 233.82 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 113 DEGREES, 10 MINUTES 10 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 190.95 FEET, MORE OR LESS TO THE POINT OF BEINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

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

ADDRESS: 5011 DUNNAVANT VALLEY; BIRMINGHAM, AL 35242 TAX  
MAP OR PARCEL ID NO.: 09-2-10-0-000-018.001

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 \$ 7,500.00 (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  
29 day of October, 2003.

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

Witness: \_\_\_\_\_ (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  
J David Polk, AN UNMARRIED PERSON

\_\_\_\_\_, 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 29th day of OCTOBER 2003.

\_\_\_\_\_  
Notary Public