

Prepared by: Darlene Nagel 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: \$ 10,000.00

The State of Alabama, shelby County. Know All Men By These Presents: That whereas,
Nan R Oliver ,

_____ Mortgagors, whose address is 4448 South Shades Crest Rd,
Helena AL 35080, 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.

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 \$ 10,000.00 (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 13 day of November 2003.

Witness: Matthew Kunkel New York (L.S.)? **SIGN HERE**

Witness: Joe Brandon Moran (L.S.)? **SIGN HERE**
(If married, both husband and wife must sign)

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that _____
Nan R Oliver _____,

Given under my hand and official seal, this the 13th day of November, 2003

ERIC EUGENE MIMS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
SEPTEMBER 1, 2011



Notary Public

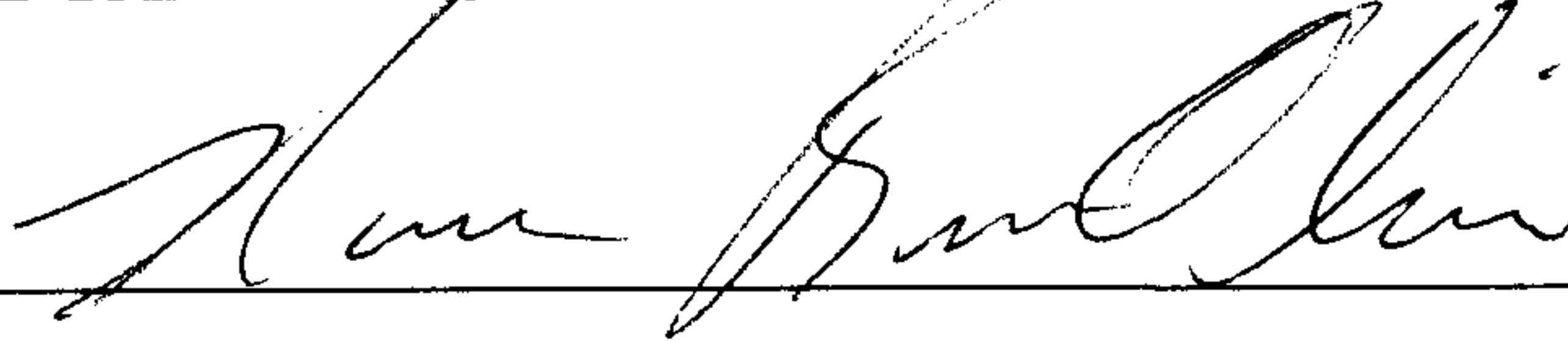
Addendum for legal description of Mortgage/Deed of Trust dated November 13, 2003,
Nan R. Oliver, Mortgagors.

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 29
SOUTH, RANGE 4 WEST, THENCE RUN EAST ALONG THE NORTH LINE
OF SAID SECTION 281.90 FEET ; THENCE TURN RIGHT AN ANGLE OF
45 DEGREES 49 MINUTES AND RUN 556.91 FEET TO THE NORTHERLY
RIGHT OF SOUTH SHADES CREST ROAD; THENCE RUN RIGHT OF WAY A
DISTANCE OF 94.35 FEET TO THE P.C. OF SAID CURVE; THENCE
TURN A REFLECTION TO THE LEFT OF 2 DEGREE 29 MINUTES AND RUN
NORTHWESTERLY 753.53 FEET TO THE POINT OF BEGINNING; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.

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

ADDRESS 4448 SOUTH SHADES CREST ROAD; BIRMINGHAM, AL
350222 TAX MAP OR PARCEL I.D. No. 12-6-13-0-000-003.000

X

A handwritten signature in dark ink, appearing to read "Nan R. Oliver", is written over a horizontal line.