

Prepared by:  
Ruth Howard \_\_\_\_\_ 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, \_\_\_\_\_ County. Know All Men By These Presents: That whereas,  
Isaac Bernard Smith And Juliana Smith \_\_\_\_\_,  
\_\_\_\_\_ Mortgageors, whose address is 29 Fox Hound Trail,  
Pelham AL 35124, 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 Mortgageors 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 Mortgageors, and any extensions, renewals,  
modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, 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:  
LOT 29, ACCORDING TO SURVEY OF HUNTER'S GLEN, FIRST ADDITION, AS RECORDED IN MAP BOOK 6,  
PAGE 56, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA  
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY,  
PROVISIONS, COVENANTS AND BUILDING SET-BACK LINES OF RECORD.  
ADDRESS: 29 FOX HOUND TR. , PELHAM, AL 35124  
TAX MAP OR PARCEL ID NO. : 14-4-18-4-002-006.00  
SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY.  
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  
Agreement, and each and every instalment thereof when due, and Mortgageor 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 Mortgageors 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 Mortgageors. 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 \$ 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 5 day of January, 2004.

Witness: Juliana Smith (L.S.)? **SIGN HERE**

Witness: Isaac Bernard Smith (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 Isaac Bernard Smith And Juliana Smith,

Isaac Bernard Smith, 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 5TH day of JANUARY, 2004.

Eunice Whitt Dixon  
Notary Public

**EUNICE WHITT DIXON**  
Notary Public, Alabama State At Large  
My Commission Expires March 28, 2006