

Prepared by:  
DARLENE NAGEL claser 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

WHEN RECORDED RETURN TO:  
Equity Loan Services, Inc.  
1100 Superior Ave., Ste. 200  
Cleveland, OH 44114  
National Recording - RELS

Order - 5453467

ALPN 342000003000

**ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT**

Maximum Principal Secured: \$ 20,000.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, GLEN D. LEE AND WIFE, AMY C. LEE, Mortgagors, whose address is 50 SEALE RD, CALERA, AL 35040, 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 the Maximum Principal Secured. 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 12 day of JUNE, 2008.

Amy C. Lee (L.S.)   
Amy C. Lee (L.S.)   
(If married, both husband and wife must sign)

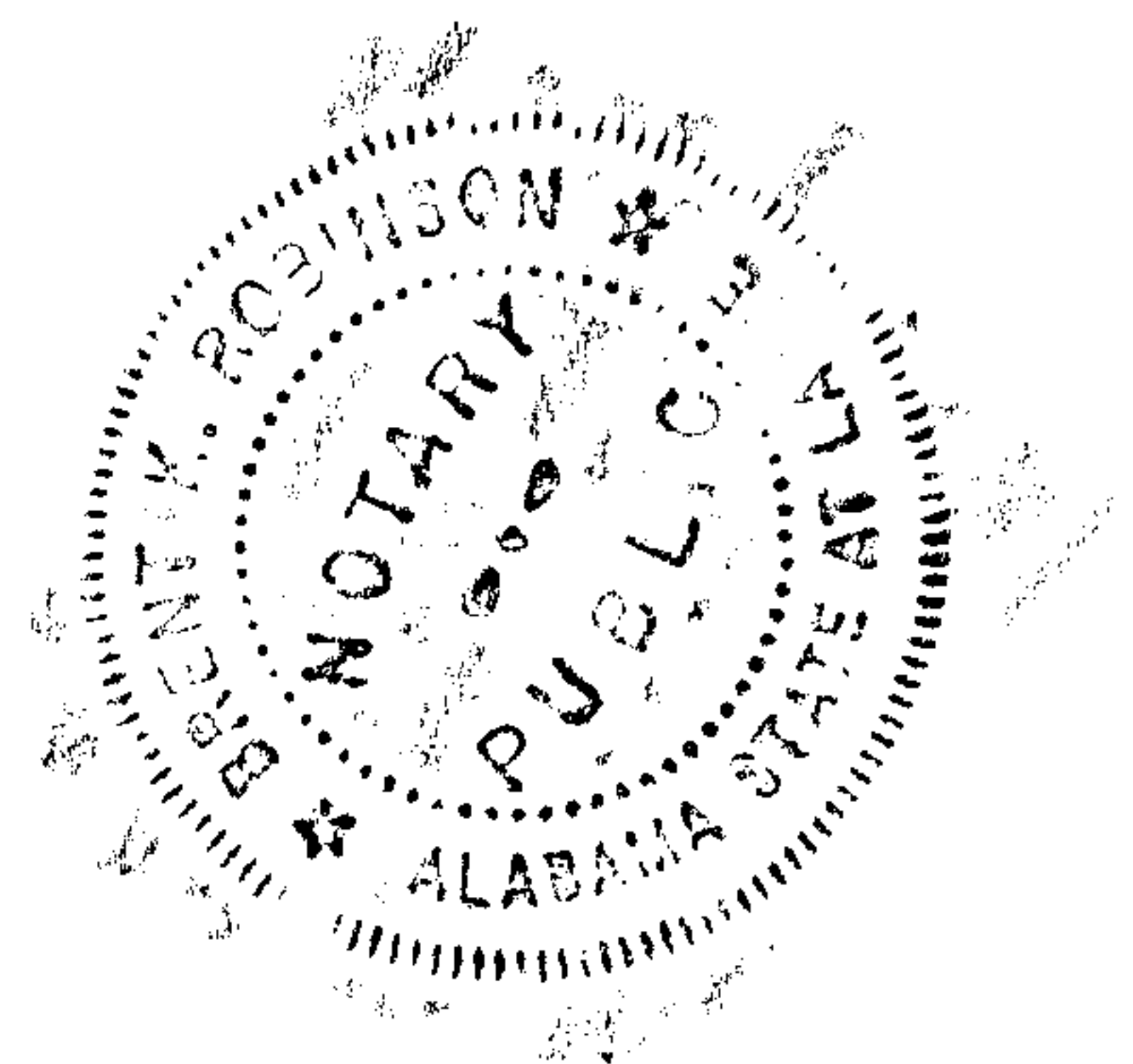
STATE OF Alabama  
Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that GLEN D. LEE AND WIFE, AMY C. LEE, 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 12 day of JUNE, 2008.

[Signature]  
Notary Public

MY COMMISSION EXPIRES 03-04-09





## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, JUNE 12, 2008, GLEN D LEE, AMY C LEE mortgagor(s):

Legal description:

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY**, and described as follows:

✓  
COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 14 EAST; THENCE RUN EAST ALONG THE SOUTH LINE THEREOF FOR 319.70 FEET TO THE POINT OF BEGINNING; THENCE 88 DEGREES 11 MINUTES 10 SECONDS LEFT, RUN NORTH FOR 218.55 FEET TO THE SOUTHERLY RIGHT OF WAY OF HIAWATHA ROAD; THENCE 70 DEGREES 39 MINUTES 25 SECONDS RIGHT RUN NORTHEASTERLY ALONG SAID RIGHT OF WAY FOR 67.34 FEET TO THE SOUTHERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #86; THENCE 41 DEGREES 41 MINUTES 37 SECONDS RIGHT TO CHORD OF A CHORD OF A CURVE CONCAVE TO THE LEFT (HAVING A RADIUS OF 1069.8 FEET AND A CENTRAL ANGLE OF 5 DEGREES 38 MINUTES 38 SECONDS) RUN 105.34 FEET ALONG SAID CHORD TO THE WESTERLY RIGHT OF WAY OF SEAL ROAD; THENCE 48 DEGREES 12 MINUTES 38 SECONDS RIGHT FROM SAID CHORD RUN SOUTHEASTERLY ALONG SAID LAST RIGHT OF WAY A CHORD DISTANCE OF 119.0 FEET; THENCE 12 DEGREES 48 MINUTES 40 SECONDS LEFT CONTINUE ALONG SAID RIGHT OF WAY A CHORD DISTANCE OF 95.33 FEET; THENCE 16 DEGREES 25 MINUTES 40 SECONDS LEFT ALONG SAID RIGHT OF WAY A CHORD DISTANCE OF 202.98 FEET; THENCE 38 DEGREES 35 MINUTES RIGHT ALONG SAID RIGHT OF WAY A CHORD 133.37 FEET; THENCE 98 DEGREES 00 MINUTES RIGHT RUN WESTERLY FOR 427.54 FEET; THENCE 92 DEGREES 06 MINUTES 40 SECONDS RIGHT RUN NORTHERLY FOR 273.0 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to **GLEN D. LEE AND AMY C. LEE** from **SECRETARY OF VETERANS AFFAIRS, AN OFFICER OF THE UNITED STATES OF AMERICA**, by deed dated **APRIL 1, 2002** and recorded **APRIL 5, 2002** in Deed Instrument No. **2002-15930** of official records.

LEE  
38021931

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FIRST AMERICAN ELS  
OPEN END MORTGAGE