

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 48,019.34
Total of Payments \$ 120,924.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, JOHN S AND WIFE, CAROL HENRY, Mortgagors, whose address is 2177 VICTORY WAY CALERA AL 35040, are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Wells Fargo Financial Alabama, Inc., Mortgagee, whose address is 1841 MONTGOMERY HY STE 105 HOOVER AL 35244, evidencing a loan made to Mortgagors by Mortgagee. The Amount Financed on said loan is stated above. Said Note is payable in monthly instalments and 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 Note and without notice or demand, render the entire unpaid balance thereof at once due and payable, less any required refund or credit of interest.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said Note or Notes executed and delivered to Mortgagee by Mortgagors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing a refinancing of any unpaid balance of the Note above described, or renewal thereof, 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 THIS MORTGAGE/DEED OF TRUST.

Inst # 2000-36502

10/20/2000-36502
08:32 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
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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 Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgagors fail to pay the Note or Notes, 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 Note or Notes, 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.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 2ND day of OCTOBER, 2000.

Witness: Marcus D. Gilman

John S. Henry (L.S.) ◀ SIGN HERE

Witness: Kim

Carol Henry (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 JOHN S HENRY AND WIFE CAROL HENRY,

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 2nd day of OCTOBER, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 29, 2004
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Edna W. DeGeorge
Notary Public

This instrument was prepared by: EDNA DEGEORGE 181 MONTGOMERY HWY STE105 HOOVER AL 35244

ADDENDUM FOR LEFAL DESCRIPTION OF MORTGAGE?DEED OF TRUST DATED OCTOBER 2,2000,
JOHN S HENRY AND WIFE CAROL HENRY,MORTGAGORS

4.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTH 1/2 OF THE SOUTHEAST 1/4,
FRACTIONAL SECTION 20, TOWNSHIP 22 SOUTH, RANGE 2 WEST,
SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: FROM THE
NORTHWEST CORNER OF THE NE 1/4 - SE 1/4, SECTION 20, AS A
POINT OF BEGINNING, RUN NORTH 88 DEGREES 34 MINUTES EAST
FOR 247.71 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY
LINE OF A PAVED PUBLIC ROAD; THENCE RUN ALONG SAID ROAD
RIGHT OF WAY LINE (A CHORD BEARING AND DISTANCE) SOUTH 32
DEGREES 21 MINUTES WEST 45.6 FEET; THENCE CONTINUE ALONG
SAID RIGHT OF WAY LINE (A CHORD BEARING AND DISTANCE) SOUTH
22 DEGREES 37 MINUTES WEST FOR 189.2 FEET TO A POINT WHERE
SAID RIGHT OF WAY IS INTERSECTED BY THE CENTERLINE OF AN
ABANDONED ROAD COMMONLY KNOWN AS OLD MONTEVALLO-CALERA
ROAD, RUN THENCE ALONG SAID ROAD CENTERLINE SOUTH 49
DEGREES 10 MINUTES WEST 145.5 FEET TO A POINT INTERSECTED
BY A FENCE (IF EXTENDED); THENCE RUN ALONG SAID FENCE
EXTENSION, FENCE PROPER AND AN EXTENSION OF SAID FENCE
NORTH 16 DEGREES 15 MINUTES WEST 313.5 FEET TO THE NORTH
LINE OF THE NW 1/4 - SE 1/4; THENCE RUN ALONG THE NORTH
LINE OF SAID 1/4-1/4 SECTION NORTH 88 DEGREES 34 MINUTES
WEST 48.3 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND
RIGHTS OF WAY OF RECORD.

ADDRESS: 2177 VICTORY WAY; CALERA, AL 35040 TAX MAP OR
PARCEL ID NO.: 28-4-20-0-000-045.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

JOHN S HENRY



CAROL HENRY



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