

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 22,327.79
Total of Payments \$ 59,016.96

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, DANIEL WOOLEY AND ANDRESS WOOLEY, Mortgagors, whose address is 39 10TH AVE SO ALABASTER, AL 35007 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 HWY #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:

Inst. # 2001-01613

THE DESCRIPTION OF THE PROPERTY IS ON A SEPERATE FORM
ATTACHED TO THIS MORTGAGE / DEED OF TRUST, WHICH DESCRIPTION
IS PART OF THIS MORTGAGE/DEED OF TRUST

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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 5TH day of DECEMBER, 2000.

Witness: [Signature]

Witness: [Signature]

[Signature] (L.S.) ☐ SIGN HERE
[Signature] (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 DANIEL WOOLEY AND ANDRESS WOOLEY, 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 DECEMBER, 2000.

MY COMMISSION EXPIRES
MARCH 3, 2003

[Signature]
Notary Public

This instrument was prepared by: Ernie Jonseof 1841 Montgomery Hwy 105 Hoover, AL 35244

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED
DECEMBER 5, 2000, DANIEL WOOLEY AND ANDRESS WOOLEY, MORTGAGORS.

LEGAL DESCRIPTION:

A LOT OR PARCEL OF LAND SITUATED IN THE EAST 1/2 OF THE SE
1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 3 WEST, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE POINT OF INTERSECTION OF THE EASTLINE OF
THE ABOVE SAID SECTION 2 AND THE EASTERLY RIGHT OF WAY LINE
OF OLD ALABAMA HIGHWAY NO. 31 FOR A POINT OF BEGINNING,
THENCE RUN NORTH ALONG SAID SECTION LINE FOR A DISTANCE OF
385.0 FEET, THENCE RUN WEST FOR A DISTANCE OF 175.0 FEET,
MORE OR LESS, TO A POINT ON SAID HIGHWAY RIGHT OF WAY,
THENCE RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID HIGHWAY
TO THE POINT OF BEGINNING.

THIS IS A CORRECTED DEED THAT DEED RECORDED IN BOOK 279,
PAGE 453 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA;
THIS CORRECTS ERROR IN LEGAL DESCRIPTION ON DEED RECORDED
AFORESAID.

LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN THE EAST 1/2 OF THE SE 1/4 OF
SECTION 2, TOWNSHIP 21 SOUTH, RANGE 3 WEST, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF
INTERSECTION OF THE EAST LINE OF SAID SECTION 2 AND THE
NORTHEAST RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY NO. 31,
THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 255 FEET,
THENCE IN A WESTERLY DIRECTION AND PARALLEL TO THE SOUTH
LINE OF SAID SECTION 2 A DISTANCE OF 133 FEET TO A POINT
ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY
NO. 31, THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SAID
RIGHT-OF-WAY A DISTANCE OF 288 FEET TO THE POINT OF
BEGINNING.

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

Daniel Wooley
Andress Wooley

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