

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 29,743.73
Total of Payments \$ 42,540.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, DARLENE KYSER AND HUSBAND, BOBBY JOE KYSER, Mortgagors, whose address is 436 HIGHWAY 83, HARPERSVILLE, AL 35078, 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 1511 4TH AVENUE SOUTH, BIRMINGHAM, AL 35233, 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 JEFFERSON 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 # 2001-07026

03/01/2001-07026
09:57 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 58.70

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 25TH day of JANUARY, 2001.

Witness: Brifney Fisher

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 DARLENE KYSER AND HUSBAND, BOBBY JOE KYSER

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 25TH day of JANUARY, 2001.

[Signature]
NOTARY PUBLIC, ALABAMA, STATE AT LARGE
MY COMMISSION EXPIRES JUNE 1, 2004

This instrument was prepared by: RICKEY GOSA, BRANCH MANAGER, 1511 4th AVE S, BHAM, AL35233

WELLS
FARGO

FINANCIAL

Wells Fargo Financial
1511 4th Avenue South
Birmingham, Alabama 35233
205 251-6589
205 251-6286 Fax

"ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED 1/25/01 DARLENE KYSER AND HER HUSBAND, BOBBY JOE KYSER,
MORTGAGORS."

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF
SHELBY AND STATE OF ALABAMA, TO-WIT:
THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 19,
RANGE 2 EAST, IN SHELBY COUNTY, ALABAMA, CONTAINING FIVE (5)
ACRES, MORE OR LESS. SAID PROPERTY IS PART OF THE REAL ESTATE
DESCRIBED IN THAT CERTAIN DEED FROM GARY BARBER AND WIFE, TO
LEVI BARBER WHICH IS RECORDED IN DEED BOOK 89, PAGE 14, IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO A 20 FOOT EASEMENT FOR INGRESS AND EGRESS ACROSS THE
FOLLOWING DESCRIBED PROPERTY; THE SOUTH 10 FEET OF THE
SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 21, TOWNSHIP 19, RANGE 2 EAST, LYING EAST OF
SHELBY COUNTY HIGHWAY NO.83.

MORTGAGOR
WITNESS

MORTGAGOR
WITNESS

Darlene Kyser

Bobby Joe Kyser

Brianne Fisher

WITNESS

[Signature]

WITNESS

NOTARY PUBLIC, ALABAMA, STATE AT LARGE
MY COMMISSION EXPIRES NOVEMBER 7, 2004

Michael B. Waldorf

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