

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 125,895.54
Total of Payments \$ 269,100.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, L. ERIC MARCUS AND JILL M MARCUS, Mortgagors, whose address is 105 SHALLOWMAR TRACE 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 HOOVER ALA 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 SEPERATE FORM ATTACH
ED 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 26TH day of APRIL, 2001.

Witness:

Todd Guga

Witness:

Mark Pendleton

Eric Marcus (L.S.) **SIGN HERE**
Jill M Marcus (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 L. ERIC MARCUS AND JILL M MARCUS, 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 26TH day of APRIL, 2001.

COMMISSION EXPIRES
MARCH 3, 2003

Quane A. Marshall
Notary Public

This instrument was prepared by: MARCUS ABRAMS 1841 MONTGOMERY HWY., STE 105 HOOVER AL 35244

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED APRIL 26, 2001, L. ERIC MARCUS AND JILL M. MARCUS,
MORTGAGORS.

LOT 44, ACCORDING TO THE MAP OF SHALMICAR POINTE, RECORDED
IN MAP BOOK 14, PAGE 105 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA. SITUATED IN SHELBY COUNTY, ALABAMA.

L. Eric Marcus
Jill M. Marcus

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