

# ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 40,994.58  
Total of Payments \$ 84,000.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas LOUIS HAROLD ABBOTT AND MARY NELL ABBOTT, Mortgagors

whose address is 240 WEST HIGHLAND ST VINCENT, AL 35178 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 1015 WEST FORT WILLIAMS ST SYLACAUGA AL 35150 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 ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST".

05/23/2001-21030  
01:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NEL 75.50

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 10TH day of MAY, 2001.

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  
TALLADEGA COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that LOUIS HAROLD ABBOTT AND MARY NELL ABBOTT 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 10th day of MAY, 2001.

[Signature]  
Notary Public

This instrument was prepared by: JEREMY S DEAN

My Commission Expires 3/24/03

Inst # 2001-21030

**“Addendum for legal description of Mortgage/Deed of Trust dated,  
MAY 10, 2001, LOUIS HAROLD ABBOTT AND HIS WIFE MARY  
NELL ABBOTT, Mortgagors.”**

**Legal Description**

THE FOLLOWING TRACT OF LAND SITUATED IN THE TOWN OF VINCENT,  
ALABAMA, VIZ: BEGIN AT THE SOUTHEAST CORNER OF SECTION 10,  
TOWNSHIP 19 SOUTH, RANGE 2 EAST, AND RUN ALONG THE EAST SECTION  
LINE NORTH 3 DEGREES 30 MINUTES 21.95 FEET TO THE POINT OF  
BEGINNING OF THE LOT HEREIN CONVEYED; THENCE CONTINUING ALONG  
SECTION LINE NORTH 3 DEGREES 30 MINUTES WEST 77.25 FEET TO AN IRON  
PIN; THENCE NORTH 36 DEGREES 26 MINUTES WEST 137.23 FEET TO AN  
IRON PIN; THENCE SOUTH 64 DEGREES 30 MINUTES WEST 67.00 FEET TO AN  
IRON PIN; THENCE SOUTH 87 DEGREES 20 MINUTES WEST 236.52 FEET TO  
AN IRON PIN; THENCE SOUTH 0 DEGREES 35 MINUTES WEST 166.70 FEET TO  
AN IRON PIN; THENCE NORTH 87 DEGREES 05 MINUTES EAST 385.81 FEET  
TO THE POINT OF BEGINNING. CONTAINING 1.416 ACRES, MORE OR LESS.

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

ADDRESS: 240 WEST HIGHLAND ST; VINCENT, AL 35178 TAX MAP OR  
PARCEL ID NO.: 07-2-10-4-000-011

CUSTOMER(S) Louis Harold Abbott DATE 5-10-01

SIGNATURE(S) Mary Nell Abbott DATE 5-10-01

Inst # 2001-21030

05/23/2001-21030  
01:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MEL 75.50