

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 128,468.09  
Total of Payments \$ 292,500.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, JAMES R STAMPS AND AND WIFE, DENISE STAMPS, Mortgagors, whose address is 2413 TITONKA RD BIRMINGHAM, ALABAMA 35244, 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 HIGHWAY SUITE 105 HOOVER, ALABAMA 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 # 2001-31582  
07/30/2001-31582  
01:46 PM CERTIFIED  
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002 MSB 206.75

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 19TH day of JULY, 2001.

Witness:

Mary P. Stamps

James R. Stamps

(L.S.)

SIGN HERE

Witness:

Matt Fendley

Denise Stamps

(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

JAMES R STAMPS AND WIFE, DENISE STAMPS

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, ~~they~~/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 19TH day of JULY, 2001.

MY COMMISSION EXPIRES  
MARCH 3, 2003

Quane A. Mansueti

Notary Public

This instrument was prepared by: TODD GROGAN

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST  
JULY 19<sup>TH</sup>, 2001.

JAMES R. STAMPS

DENISE STAMPS

*James R. Stamps*  
*Denise Stamps*

LEGAL DESCRIPTION:

LOT NO. 10, ACCORDING TO THE SURVEY OF INDIAN VALLEY, FIFTH SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. A PARCEL OF LAND BEING THE WEST HALF OF LOT 11, ACCORDING TO THE SURVEY OF INDIAN VALLEY FIFTH SECTOR AS RECORDED IN MAP BOOK 5, PAGE 100, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF SAID LOT 11, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID LOT 11 ALONG THE ARC OF A CURVE HAVING A CENTRAL ANGLE OF 23 DEGREES 31 MINUTES AND A RADIUS OF 173.53 FEET A DISTANCE OF 71.27 FEET; THENCE FROM THE CHORD OF LAST DESCRIBED CURVE TURN AN ANGLE TO THE RIGHT OF 98 DEGREES 12 MINUTES 42 SECONDS AND RUN IN A SOUTHERLY DIRECTION A DISTANCE OF 258.94 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 11; THENCE TURN AN ANGLE TO THE RIGHT OF 50 DEGREES 21 MINUTES 39 SECONDS AND RUN IN A SOUTHWESTERLY

DIRECTION ALONG THE SOUTH LIEN OF SAID LOT 11 A DISTANCE OF 11.73 FEET TO THE SW CORNER OF THE SW CORNER OF SAID LOT 11; THENCE TURN AN ANGLE TO THE RIGHT OF 116 DEGREES 15 MINUTES 01 SECONDS AND RUN IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID LOT 11 A DISTANCE OF 263.48 FEET TO THE POINT OF BEGINNING.

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

ADDRESS: 2413 TITONKA RD; BIRMINGHAM, AL 35244 TAX MAP  
OR PARCEL ID NO.: 10-5-16-0-003-015

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