

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 35,517.92
Total of Payments \$ 47,400.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, ALTON EUGENE CARDEN AND WIFE LUCRETIA CARDEN, Mortgagors, whose address is 1055 HWY 31 CALERA, ALABAMA 35040, 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 SUITE 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:

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

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SHELBY COUNTY JUDGE OF PROBATE
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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 15TH day of OCTOBER, 2001.

Witness: Wesley Louis

Witness: Todd Hogan

Alton Eugene Carden (L.S.) ◀ SIGN HERE

Lucretia Carden (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 Alton Eugene Carden and wife, Lucretia Carden

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 15th day of October, 2001

MY COMMISSION EXPIRES
MARCH 3, 2003

Wesley Louis
Notary Public

This instrument was prepared by: Wesley Louis

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED October 15, 2001.

ALTON EUGENE CARDEN Alton Eugene Carden

LUCRETIA CARDEN Lucretia Carden

LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 2 WEST, AND RUN NORTH ON THE WEST BOUNDARY LINE OF SAID FORTY ACRE TRACT A DISTANCE OF 207.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 31, THENCE RUN IN A NORTHWESTERLY DIRECTION ON SAID EAST RIGHT OF WAY LINE A DISTANCE OF 619.89 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH OF AND 100 FEET FROM THE CENTER LINE, MEASURED AT RIGHT ANGLES, OF LONGVIEW LIME CORPORATION'S OLD TRAM ROAD FOR THE POINT OF BEGINNING, THENCE TURN AN ANGLE OF 110 DEGREES 16 MINUTES TO THE RIGHT AND RUN PARALLEL TO SAID CENTER LINE A DISTANCE OF 500 FEET TO A POINT, THENCE AT AN ANGLE OF 69 DEGREES 44 MINUTES TO THE RIGHT RUN PARALLEL TO THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 31 A DISTANCE OF 104 FEET; THENCE TURN 110 DEGREES 16 MINUTES RIGHT AND RUN PARALLEL TO SAID OLD TRAM ROAD'S CENTER LINE A DISTANCE OF 500 FEET TO THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY 31; RUN THENCE TO THE RIGHT ON SAID HIGHWAY'S EAST RIGHT OF WAY LINE A DISTANCE OF 104 FEET TO THE POINT OF BEGINNING. CONTAINING 1.19 ACRES, MORE OR LESS.

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

ADDRESS: 1055 HWY 31; CARLERA, AL 35040 TAX MAP OR
PARCEL ID NO.: 22-4-17-0-000-037

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Inst # 2001-53346

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