

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 124,287.51
Total of Payments \$ 266,400.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, KERRY MARSHALL AND WIFE GEORGIANNA MARSHALL, Mortgagors, whose address is 4475 VILLAGE GREEN DR BIRMINGHAM, AL 35242, 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 SHS# 08983 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

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 FEBRUARY, 2002.

Witness: Wesley Louis

Witness: Todd Hogan

Kerry Marshall (L.S.) ◀ SIGN HERE
Georgianna Marshall (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 Kerry Marshall and wife, Georgianna Marshall, 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 February, 2002

Wesley Louis
Notary Public, Alabama State At Large
My Commission Expires 11-17-2002

This instrument was prepared by: Wesley Louis

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED February 15, 2002.

KERRY MARSHALL

Kerry Marshall

GEORGIANNA MARSHALL

Georgianna Marshall

LEGAL DESCRIPTION:

A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE SW 1/4 OF THE NE 1/4 SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 WEST, THENCE RUN NORTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH FOR A DISTANCE OF 416.0 FEET, THENCE RUN EAST AND PARALLEL TO THE SOUTH LINE OF SAID 1/4-1/4 SECTION FOR A DISTANCE OF 208.0 FEET, THENCE RUN SOUTH AND PARALLEL TO THE WEST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 416.0 FEET, THENCE RUN WEST AND PARALLEL TO THE SOUTH LINE FOR A DISTANCE OF 208.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

AN UNINTERRUPTED AND UNOBSTRUCTED EASEMENT TEN FEET (10') IN WIDTH, ALONG THE GRANTEE'S TRAVELLED INGRESS AND EGRESS ROADWAY IN WHICH CROSSES THE GRANTOR'S PREMISES AS RECORDED ON DEED 280, PAGE 726, SITUATED IN SECTION 06, TOWNSHIP 19 SOUTH, RANGE 1W, SHELBY COUNTY, ALABAMA, FOR THE PURPOSES OF, AT SUCH TIMES AND FROM TIME TO TIME IN THE FUTURE AS GRANTEE MAY ELECT, OF LAYING CONSTRUCTING, MAINTAINING AND REPAIRING SERVICE PIPE FOR THE TRANSPORTATION AND DELIVERY OF UTILITIES TO THE GRANTEE'S PREMISES, AS RECORDED ON DEED 280, PAGE 726.

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

ADDRESS: 4475 VILLAGE GREEN DR.; BIRMINGHAM, AL 35242
TAX MAP OR PARCEL ID NO.: 09-3-06-0-001-010

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Inst # 2002-08983

02/22/2002-08983
02:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
200.45
002 MEL