

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 80,862.02
Total of Payments \$ 321,480.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, AARON P FOSTER AND REGINA P FOSTER, HUSBAND AND WIFE, Mortgagors, whose address is 325 WEST COLLEGE STREET COLUMBIANA, AL 35051, 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 A 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 22ND day of FEBRUARY, 2002.

Witness:

Wendy D. Davis

Witness:

Todd Grogan

Aaron P. Foster

(L.S.)

SIGN HERE

Regina P. Foster

(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

AARON P FOSTER AND REGINA P FOSTER,

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 22ND day of FEB., 2002.

Robert M. McManey
Notary Public

This instrument was prepared by: TODD GROGAN

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

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED February 22, 2002.

AARON P. FOSTER Coron P. Foster

REGINA P. FOSTER Regina P. Foster

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, COLUMBIANA, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 1,238.19 FEET TO A POINT ON THE SOUTH MARGIN OF SHELBY COUNTY HIGHWAY NO. 70 AND 26 (WEST COLLEGE STREET); THENCE TURN 99 DEGREES 12 MINUTES 00 SECONDS LEFT AND RUN 446.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE 100.09 FEET TO A POINT; THENCE TURN 90 DEGREES 05 MINUTES 10 SECONDS RIGHT AND RUN SOUTHERLY 200.35 FEET TO A POINT; THENCE TURN 90 DEGREES 06 MINUTES 51 SECONDS RIGHT AND RUN WESTERLY 99.79 FEET TO A POINT; THENCE TURN 89 DEGREES 47 MINUTES 59 SECONDS RIGHT AND RUN NORTHERLY 200.00 FEET TO THE POINT OF BEGINNING. SITUATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA.

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

ADDRESS: 325 W. COLLEGE ST.; COLUMBIANA, AL 35051 TAX
MAP OR PARCEL ID NO.: 21-7-26-2-001-058.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Inst. # 2002-10090

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