

ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT

Maximum Principal Secured: \$ 7,500.00

The State of Alabama JEFFERSON County. Know All Men By These Presents: That whereas,
Olen W Galloway And Wife Kathy L Galloway,

Mortgagors, whose address is 5862 Hwy 61 Wilsonville AL 35186

are indebted on their Credit Card Account Agreement ("Agreement"), payable to the order of Wells Fargo Financial Bank, Mortgagee, whose address is 3201 North 4th Avenue, Sioux Falls, SD 57104, evidencing a loan made to Mortgagors by Mortgagee. Said Agreement is payable 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 Agreement and without notice or demand, render the entire unpaid balance thereof at once due and payable.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of present and future advances under the Agreement executed and delivered to Mortgagee by Mortgagors, and any extensions, renewals, modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, 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 is 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 Agreement, and each and every instalment thereof when due, and Mortgagor has terminated future advances or the draw period under the Agreement has expired and the amounts secured hereby have been paid in full then this conveyance shall become null and void. But should Mortgagors fail to pay the Agreement, 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 Agreement, 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.

Notice: This mortgage secures credit in the amount of \$ 7,500.00 (Principal Amount). Loans and advances up to this amount, together with interest, are senior to indebtedness of other creditors under subsequently recorded or filed mortgages and liens.

IN TESTIMONY WHEREOF, Mortgagors have hereunto set their hands and affixed their seals this 26 day of July, 2002.

Witness:

[Signature]
[Signature]

[Signature]
[Signature]

(L.S.)? **SIGN HERE**
(L.S.)? **SIGN HERE**

Witness:

STATE OF ALABAMA

JEFFERSON

COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Olen W Galloway
And Wife Kathy L Galloway,

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 26TH day of JULY, 2002.

[Signature]
Notary Public

This instrument was prepared by: Deb Meiers, Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104

AL-942NOWLINE-1200 (also used in certain FL, GA, TN branches)

MY COMMISSION EXPIRES
7/15/06

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED JULY 26, 2002.

OLEN W. GALLOWAY



KATHY L GALLOWAY



PARCEL ONE:

COMMENCE AT A CORNER IN PLACE ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 22 TOWNSHIP 21 SOUTH RANGE 1 EAST, SHELBY COUNTY, ALABAMA, THENCE PROCEED NORTH 90 DEGREES 00 MINUTES WEST ALONG THE SOUTH BOUNDARY OF QUARTER-QUARTER SECTION FOR A DISTANCE OF 1271.08 FEET TO A POINT; THENCE PROCEED NORTH 18 DEGREES 48 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 115.95 FEET TO A POINT; THENCE PROCEED NORTH 0 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 255.20 FEET TO A CORNER IN PLACE; THENCE CONTINUE NORTH 0 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 370.05 FEET TO A CORNER IN PLACE AND THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE NORTH 0 DEGREES 58 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 175.30 FEET TO A CORNER IN PLACE LOCATED ON THE SOUTHERLY BOUNDARY OF A SHELBY COUNTY PAVED ROAD; THENCE PROCEED NORTH 64 DEGREES 16 MINUTES 40 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID ROAD FOR A DISTANCE OF 266.21 FEET TO A POINT, SAID POINT BEING SOUTH 4 DEGREES 16 MINUTES 40 SECONDS WEST OF AND 45.19 FEET FROM A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE PROCEED SOUTH DEGREES 58 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 311.32 FEET TO A POINT; THENCE PROCEED NORTH 85 DEGREES 04 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY IS LOCATED IN THE SOUTHWEST ONE-FOURTH OF THE NORTHEAST ONE-FOURTH OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 1 EAST SHELBY COUNTY, ALABAMA AND CONTAINS 1.32 ACRES, MORE OR LESS.

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

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST
DATED JULY 26, 2002.

OLEN W. GALLOWAY



KATHY L. GALLOWAY



PARCEL TWO:

PART OF THE WEST 1/2 OF NE 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SW 1/4 OF NE 1/4 OF SAID SECTION 22 RUN IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SW 1/4 OF NE 1/4 FOR A DISTANCE OF 1271.08 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE RIGHT OF 71 DEGREES 11

MINUTES 20 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 145.95 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE RIGHT OF 19 DEGREES 47 MINUTES AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 255.20 FEET TO AN EXISTING IRON PIN. THENCE TURN AN ANGLE TO THE RIGHT OF 88 DEGREES 20 MINUTES AND RUN IN AN EASTERLY DIRECTION FOR A DISTANCE OF 435.00 FEET TO AN EXISTING IRON PIN BEING THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 180 DEGREES AND RUN IN AN WESTERLY DIRECTION FOR A DISTANCE OF 435.00 FEET; THENCE TURN AN ANGLE TO THE RIGHT OF 91 DEGREES 40 MINUTES AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 545.00 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE RIGHT OF 63 DEGREES 20 MINUTES 20 SECONDS AND RUN IN NORTHEASTERLY DIRECTION ALONG THE SOUTHEAST RIGHT OF WAY LINE OF SHELBY COUNTY ROAD #61. FOR A DISTANCE OF 311.39 FEET TO AN EXISTING RIGHT OF WAY MONUMENT; THENCE TURN AN ANGLE TO THE LEFT OF 1 DEGREE 23 MINUTES 40 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION OF 163.7 FEET TO AN EXISTING IRON PIN; THENCE TURN AN ANGLE TO THE RIGHT OF 117 DEGREES 08 MINUTES AND RUN IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 749.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

ADDRESS: 5862 HWY 61; WILSONVILLE, AL 35186 TAX MAP OR
PARCEL ID NO.: 20-5-22-0-000-011.015

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY