

ALABAMA REAL ESTATE MORTGAGE

20020815000387440 Pg 1/2 59.15
Shelby Cnty Judge of Probate, AL
08/15/2002 12:11:00 FILED/CERTIFIED

Amount Financed \$ 30,003.45
Total of Payments \$ 54,720.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, DONALD C. WHITE JR. AND WIFE STEPHANIE HAYES WHITE, Mortgagors, whose address is 6325 HIGHWAY 13 HELENA, AL 35080, 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 1511 4TH AVENUE SOUTH BIRMINGHAM, AL 35233, 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 JEFFERSON County, State of Alabama, to wit:

THE DESCRIPTION OF THE PROPERTY ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION 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 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 12TH day of AUGUST, 2002.

Witness: [Signature]

Donald C. White Jr. (L.S.) **SIGN HERE**

Witness: [Signature]

Stephanie Hayes White (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 Donald C. White Jr. and wife Stephanie Hayes White, 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 12th day of August, 2002.

MY COMMISSION EXPIRES
7/15/08

Notary Public

This instrument was prepared by: [Signature]

**EXHIBIT A
LEGAL DESCRIPTION**

Attached to file: L72288

The following described real estate, situated in Shelby County, Alabama:

Commence at the northeast corner of Section 34, Township 20 South, Range 4 West, Shelby County, Alabama and run thence westerly along the North line of said Section 34 a distance of 306.05 feet to the point of beginning of the property being described; thence continue along last described course a distance of 783.15 feet to a point in the centerline of Hurricane Creek; thence turn 111 degrees 35' 28" left and run along center of said creek 5.10 feet to a point; thence turn 33 degrees 53' 02" right and run 99.29 feet to a point in the center of said creek; thence turn 21 degrees 17' 32" left and run 126.26 feet to a point in the center of said creek; thence turn 29 degrees 46' 05" left and run 125.87 feet to a point in the center of said creek; thence turn 23 degrees 45' 10" right and run 28.78 feet to a point in the centerline of said creek; thence turn 117 degrees 52' 47" left and run northeasterly a distance of 221.13 feet to a point; thence turn 105 degrees 05' 31" right and run southeasterly 108.06 feet to a point; thence turn 0 degrees 21' 01" right and run 218.03 feet to a point; thence turn 122 degrees 14' 48" left and run 229.25 feet to a point; thence turn 97 degrees 07' 13" right and run southeasterly 251.00 feet to a point on the northerly right of way line of Highway No. 13 in a curve to the right; thence turn 76 degrees 13' 17" left to a chord and run northeasterly along the chord of said curve a chord distance of 354.24 feet to a point on the same said right of way line; thence turn 94 degrees 11' 33" left from chord and run northwesterly 296.24 feet to the point of beginning.

Being property known as 6325 Highway 13, Helena, AL 35080, according to the present system of numbering houses in Shelby County, Alabama.

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