

# ALABAMA REAL ESTATE MORTGAGE

20030113000024090 Pg 1/2 323.75  
Shelby Cnty Judge of Probate, AL  
01/13/2003 13:17:00 FILED/CERTIFIED

Amount Financed \$ 206,466.57  
Total of Payments \$ 755,640.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, STUART D. MCGAUGHY AND HIS WIFE, TERRI A. MCGAUGHY, Mortgagors, whose address is 45 OVERHILL ROAD, MONTEVALLO, AL 35115, 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 7001 CRESTWOOD BLVD, STE 820, BIRMINGHAM, AL 35210, 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:

SEE ADDENDUM I

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 23RD day of DECEMBER, 2002.

Witness: Frank Thomas

Witness: Shelby J. Thomas

Stuart D. McGaughy (L.S.) ◀ SIGN HERE

Terri A. McGaughy (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 Stuart D. McGaughy and his wife, Terri A. McGaughy, 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 23rd day of December, 2002.

Maurice Labron  
Notary Public, State of AL  
My Commission Expires March 2003

Notary Public

This instrument was prepared by: R. Green, 7001 Crestwood Blvd. Ste 820, Birmingham, AL 35210

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 2 WEST, MORE EXACTLY DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER AND PROCEED NORTH 5 DEGREES 32 MINUTES EAST ALONG THE WEST BOUNDARY OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 331.50 FEET TO THE NORTH BOUNDARY OF COUNTY ROAD; THENCE NORTH 86 DEGREES 04 MINUTES EAST ALONG THIS NORTH BOUNDARY A DISTANCE OF 390.28 FEET TO THE P.T. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35 DEGREES 22 MINUTES A RADIUS OF 379.61 FEET AND SUBTENDED BY A CORD BEARING NORTH 68 DEGREES 23 MINUTES EAST A DISTANCE OF 230.63 FEET; THENCE ALONG THIS CORD TO THE P.C. OF SAID CURVE; THENCE NORTH 50 DEGREES 42 MINUTES EAST ALONG THE NORTH BOUNDARY OF SAID ROAD A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THIS 280.00 FEET; THENCE NORTH 39 DEGREES 18 MINUTES WEST A DISTANCE OF 490.00 FEET; THENCE SOUTH 50 DEGREES 42 MINUTES WEST A

DISTANCE OF 280.00 FEET; THENCE SOUTH 39 DEGREES 18 MINUTES EAST A DISTANCE OF 490.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

SUBJECT TO TRANSMISSION LINE PERMIT TO ALABAMA POWER COMPANY, DATED MAY 24, 1932, ACROSS EAST HALF (E 1/2) OF NORTHEAST QUARTER OF SAID SECTION 7, RECORDED IN DEED BOOK 93, PAGE 384 IN PROBATE OFFICE AND RESTRICTIONS AS SHOWN IN DEED RECORDED IN DEED BOOK 269, PAGE 297, IN PROBATE OFFICE.