

ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT



20030626000401770 Pg 1/2 25.25
Shelby Cnty Judge of Probate, AL
06/26/2003 14:14:00 FILED/CERTIFIED

Maximum Principal Secured: \$ 7,500.00

The State of Alabama Shelby County. Know All Men By These Presents: That whereas,
Mark G Sisbarro ,

Mortgagors, whose address is 6025 Old Hwy 280 Sterrett AL 35147
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 Description Is Part Of The 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 16 day of June, 2003.

Witness: Michael J. Miller

Mark G Sisbarro (L.S.)? **SIGN HERE**

Witness: Emily J. Coe

Regina Sisbarro (L.S.)? **SIGN HERE**
(if married, both husband and wife must sign)

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Mark G Sisbarro
And Gina Sisbarro, Husband And Wife

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 17 day of June, 2003.

Diana Suchy
Notary Public

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

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

DIANA SUCHY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
JANUARY 16, 2007

Addendum for legal description of Mortgage/Deed of Trust date June 16, 2003, Mark G. Sisbarro and wife Regina Sisbarro, morgagors.

PARCEL I:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE RUN SOUTH ALONG THE WEST LINE THEREOF 224.74 FEET TO THE SOUTHEASTERLY RIGHT OF WAY SHELBY COUNTY HIGHWAY 280; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE 156.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE 95.81 FEET; THENCE 135 DEGREES 40 MINUTES 30 SECONDS LEFT RUN NORTHEASTERLY 139.36 FEET; THENCE TURN 56 DEGREES 32 MINUTES LEFT RUN NORTHWESTERLY 183.01 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF SAID HIGHWAY 280; THENCE TURN 102 DEGREES 18 MINUTES 10 SECONDS LEFT AND RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY 102.92 FEET; THENCE 79 DEGREES 30 MINUTES 30 SECONDS LEFT RUN SOUTHWESTERLY 144.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE SOUTH 0 DEGREES 36 MINUTES 16 SECONDS EAST A DISTANCE OF 444.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 36 MINUTES 16 SECONDS EAST A DISTANCE OF 35.00 FEET; THENCE NORTH 43 DEGREES 44 MINUTES 52 SECONDS EAST A DISTANCE OF 68.43 FEET; THENCE SOUTH 73 DEGREES 09 MINUTES 52 SECONDS WEST A DISTANCE OF 49.81 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE SOUTH 0 DEGREES 36 MINUTES 16 SECONDS EAST A DISTANCE OF 479.55 FEET; THENCE NORTH 43 DEGREES 44 MINUTES 52 SECONDS EAST A DISTANCE OF 68.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEAST ALONG SAID LINE A DISTANCE OF 71.10 FEET; THENCE SOUTH 12 DEGREES 51 MINUTES 13 SECONDS EAST A DISTANCE OF 35.00 FEET; THENCE SOUTH 73 DEGREES 09 MINUTES 25 SECONDS WEST A DISTANCE OF 59.51 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 6024 OLD HWY 280; STERRETT, AL 35147 TAX MAP OR
PARCEL ID NO.: 08-9-29-0-001-018.000 ,TAX MAP OR PARCEL ID
NO.: 08-9-29-0-001-027.002



