ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT Shelby Cnty Judge of Probate, AL RTIFIED

| Maximum Principal Secured: \$ 50,000.00 | 07/14/2003 11:50:00 FILED/CE |
|---|---|
| The State of Alabama Carolyn S Johnson , | County. Know All Men By These Presents: That whereas, |
| Mortgagors, whose address is 95 Edwards Lane Wilsonville AL 35186 | <u></u> |
| 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 M Trust." | fortgage/Deed Of Trust, Which Description Is Part Of The Mortgage/Deed Of |
| 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 exe cute 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 \$\sum_{0.000.00}\$ [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 19 day of |
| Witness: Chi () Chandler | Wolf S. Johnsons)? SIGN HERE |
| Witness: Ministra Land Laur | (L.S.)? SIGN HERE (If married, both husband and wife must sign) |
| STATE OF ALABAMA Oefferson COUNTY | |
| I, the undersigned authority, in and for said County in said State, hereby certify that Carolyn S Johnson And Terry Abbott, , | |
| 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 day of | |
| W Jasan Motory Pholic | |
| This instrument was prepared by: Rebecca Alexander, Wells Fargo Financial Bank, 3201 N. 4th Ave., Sioux Falls, SD 57104 | |

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

WILLIAM JASON INGRAM MY COMMISSION EXPIRES MAY 22, 2007

A PART OF THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 1 EAST; SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND RUN THENCE NORTHERLY ALONG THE EAST LINE OF SAID 1/4-1/4 A DISTANCE OF 327.77 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE, WHICH IS THE WEST MARGIN OF A PUBLIC ROAD, A DISTANCE OF 337.23 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 89 DEGREES 48 MINUTES, 17 SECONDS TO THE LEFT AND RUN WESTERLY A DISTANCE OF 666.00 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 90 DEGREES 05 MINUTES 51 SECONDS TO THE LEFT AND RUN SOUTHERLY A DISTANCE OF 337.59 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 89 DEGREES 56 MINUTES 01 SECONDS TO THE LEFT AND RUN EASTERLY A DISTANCE OF 184.53 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 92 DEGREES 30 MINUTES 23 SECONDS TO THE LEFT AND RUN NORTHERLY A DISTANCE OF 48.25 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 96 DEGREES 58 MINUTES 38 SECONDS TO THE RIGHT AND RUN EASTERLY A DISTANCE OF 198.35 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 91 DEGREES 21 MINUTES 35 SECONDS TO THE RIGHT AND RUN SOUTHERLY A DISTANCE OF 32.91 FEET TO A POINT; THENCE TURN A DEFLECTION ANGLE OF 95 DEGREES 49 MINUTES 50 SECONDS TO THE LEFT AND RUN EASTERLY A DISTANCE OF 289.71 FEET TO THE POINT OF BEGINNING; *BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

ADDRESS: 95 EDWARDS LN; WILSONVILLE, AL 35186 TAX MAP OR PARCEL ID NO.: 20-2-04-0-000-017.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

20030714000442870 Pg 2/2 89.00 Shelby Cnty Judge of Probate, AL 07/14/2003 11:50:00 FILED/CERTIFIED