

Prepared by:  
WELLS FARGO FINANCIAL  
700 ACADEMY DRIVE for  
SUITE 124  
BESSEMER AL  
35022

Return to:  
WELLS FARGO FINANCIAL  
700 ACADEMY DRIVE  
SUITE 124  
BESSEMER AL  
35022

### ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 15,564.76

Total of Payments \$ 27,552.00

The State of Alabama, SHELBY County. Know All Men By These  
Presents: That whereas, RONALD H. BURNETT  
AND WIFE, CHASE N. BURNETT, Mortgagors, whose address  
is 9130 BLUFF RIDGE ROAD BESSEMER AL 35022,  
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  
SUITE 124 BESSEMER AL 35022,  
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  
following described real estate lying and being situated in SHELBY  
County, State of Alabama, to wit:

LOT 2, ACCORDING TO THE SURVEY OF BLUFF RIDGE ESTATES, AS RECORDED IN MAP  
BOOK 18, PAGE 85, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

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

1<sup>ST</sup> day of August 2003.  
Witness: [Signature] Ronald H. Burnett (L.S.) ◀ **SIGN HERE**  
Witness: [Signature] Chase N. Burnett (L.S.) ◀ **SIGN HERE**  
(If married, both husband and wife must sign)

STATE OF ALABAMA

\_\_\_\_\_ COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that  
Ronald H. Burnett and wife, Chase N. Burnett

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 1 day of August 2003.

**MY COMMISSION EXPIRES 08-21-06**

[Signature]  
Notary Public