

Prepared by:
Stephanie Soukup _____ for
Wells Fargo Financial Bank
3201 N. 4th Ave.
Sioux Falls, SD 57104
Return to:
Wells Fargo Financial Bank
3201 N. 4th Ave.
Sioux Falls, SD 57104

ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT

Maximum Principal Secured: \$ 17,500.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas,
Sheila Irene Goggins _____,

_____ Mortgagors, whose address is 522 Hwy 305,
Columbiana AL 35051, 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 addendum attached to this Mortgage/Deed of Trust which description is part
of the Mortgage/Deed of Trust.

**"The description of the property is on
a separate form attached to this Mortgage,
which description is part of this Mortgage."**

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.

Notice: This mortgage secures credit in the amount of \$ 17,500.00 (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.

Witness: Monica Blackford (Shirley Renee Rogers (L.S.)? **SIGN HERE**

STATE OF ALABAMA
Shelby COUNTY

_____, 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.

MY COMMISSION EXPIRES 08-21-08

Notary Public

Addendum for legal description of
Mortgage dated October 3, 2003,

Sheila Irene Goggin's AKA

Sheila H. Joiner ,mortgagors."

4.

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SE 1/4 OF NE 1/4 OF SECTION 32, TOWNSHIP 21, RANGE 1 WEST, COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 21, RANGE 1 WEST AND RUN SOUTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN CONVEYED; THENCE CONTINUE SOUTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 660 FEET TO A POINT; THENCE RUN WEST, PARALLEL TO THE NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 480 FEET TO A POINT; THENCE RUN NORTH, PARALLEL TO THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 525 FEET TO A POINT; THENCE WEST, PARALLEL TO THE NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 140 FEET TO A POINT; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 135 FEET TO A POINT; THENCE RUN EAST, PARALLEL TO THE NORTH LINE OF SAID 1/4-1/4 SECTION 620 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.

ALSO A NON-EXCLUSIVE PERPETUAL SURFACE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE EASEMENT AREA AS DESCRIBED IN EASEMENT FOR INGRESS AND EGRESS GRANTED BY DOROTHY A. HORTON, A WIDOWED PERSON TO SHEILA IRENE JOINER AND JASON JOINER FILED 6-6-02 IN INSTRUMENT #2002060600026665 AND BEING FURTHER DESCRIBED AS FOLLOWS:

THE CENTERLINE OF A 10.0 FOOT WIDE EASEMENT FOR EGRESS AND INGRESS.

THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH ON THE QUARTER-QUARTER LINE FOR 990.0 FEET; THENCE TURN RIGHT 87 DEGREES 49 MINUTES 16 SECONDS FOR 283.96 FEET TO THE POINT OF BEGINNING; THENCE TURN LEFT 93 DEGREES 39 MINUTES 02 SECONDS FOR 63.31 FEET; THENCE TURN RIGHT 10 DEGREES 28 MINUTES 02 SECONDS FOR 64.68 FEET; THENCE TURN RIGHT 11 DEGREES 47 MINUTES 04 SECONDS FOR 51.50 FEET; THENCE TURN RIGHT 10 DEGREES 23 MINUTES 06 SECONDS FOR 134.37 FEET; THENCE TURN LEFT 14 DEGREES 32 MINUTES 15 SECONDS FOR 33.80 FEET; THENCE TURN LEFT 30 DEGREES 56 MINUTES 33 SECONDS FOR 30.45 FEET TO THE POINT OF ENDING.

ADDRESS: 522 HWY 305; COLUMBIANA, AL 35051
PARCEL ID NO.: 21-9-32-0-000-019.000

TAX MAP OR

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY