20031016000693110 Pg 1/2 29.00
Shelby Cnty Judge of Probate, AL
10/16/2003 12:02:00 FILED/CERTIFIED

Prepared by:
Darlene Nagel 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: $ 10,000.00

The State of Alabama, _____ County. Know All Men By These Presents: That whereas, Lea Anna Blankenship Rosser And Christopher Wayne Rosser, Husband And Wife Mortgagors, whose address is 355 Camden Cove Circle, Calera AL 35040, 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:
LOT 192, ACCORDING TO THE SURVEY OF CAMDEN COVE, SECTOR 1, AS RECORDED IN MAP BOOK 25, PAGE 33 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND BUILDING SET -BACK LINES OF RECORD.
ADDRESS: 355 CAMDEN COVER CIR; CALERA, AL 35040 TAX MAP OR PARCEL ID NO.: 28-5-16-2-002-057.000

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 $ 10,000.00 (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 23 day of August, 2003.

Witness: Lynn Yorder Lea Anna Blankenship Rosser (L.S.) SIGN HERE

Witness: Christopher Wayne Rosser (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 Lea Anna Blankenship Rosser And Christopher Wayne Rosser, 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 23rd day of August, 2003.

Christy Dawn Chambers
Notary Public

CHRISTY DAWN CHAMBERS
MY COMMISSION EXPIRES
06/09/2007