

Prepared by:
WELLS FARGO FINANCIAL
MISSISSIPPI 2, INC.

1833 HWY 45 NORTH, NO. 2

COLUMBUS MS

39705

Return to:
WELLS FARGO FINANCIAL
MISSISSIPPI 2, INC.

1833 HWY 45 NORTH, NO. 2

COLUMBUS MS

39705

ALABAMA REAL ESTATE MORTGAGE

| Amous | Amount Financed \$ 118,687.94 | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|
| Total o | of Payments \$ 362,354.40 | | | | | | | | |
| The State of Alabama, SHELBY | County. Know All Men By These | | | | | | | | |
| Presents: That whereas, WENDELL D. HUNT, SING | , Mortgagors, whose address | | | | | | | | |
| is 11 SOUTHERN HILLS PKWY CALERA AL 350 are indebted on their promissory note of even date, in | h the Total of Payments stated above, payable to | | | | | | | | |
| the order of Wells Fargo Financial Alabai 1833 HWY 45 NORTH, NO. 2 COLUMBUS MS 3970 | ma, Inc., Mortgagee, whose address is 05 | | | | | | | | |
| evidencing a loan made to Mortgagors by Mortgage above. Said Note is payable in monthly instalments at be made in advance in any amount at any time and det of the holder of the Note and without notice or demonstrate once due and payable, less any required refund or cred | nd according to the terms thereof, payment may fault in paying any instalment shall, at the option and, render the entire unpaid balance thereof at | | | | | | | | |
| NOW, THEREFORE, in consideration of said loar or Notes executed and delivered to Mortgagee by indebtedness secured hereby shall be paid in full, evide Note above described, or renewal thereof, the Mortgag following described real estate lying and being situated | Mortgagors, at any time before the entire encing a refinancing of any unpaid balance of the gors hereby grant, bargain, sell and convey to the | | | | | | | | |
| County, State of Alabama, to wit: | | | | | | | | | |
| THE DESCRIPTION OF THE PROPERTY IS ON MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION 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 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

| | 31s | T / da | ay of | OCTOBE: | R , | 200 | 3 | | | a | | | | |
|---------|--------|-----------------------|------------|-----------------|---------|--------|------------|------------|------|-------|--------------|--------------|---------|-----|
| Wit | ness | 1 | | | 7 | | 4 | ende | UN, | His | 5 (L | <u>S.)</u> ◀ | SIGN H | ERE |
| Wit | ness: | - Land | 777 | | | | If ma | rried, bot | h hu | sband | (L and wi | | SIGN H | ERE |
| STA | ATE (| F AXXXX | KXXXX M | ISSISS | IPPI | | | | | | | | | |
| <u></u> | | LOWNDES | 3 | | | COUN | VTY | | | | | | | |
| I, 1 | | indersigne DELL D. | | rity, in | and | for | said | County | in | said | State, | hereby | certify | tha |
| on 1 | this d | me is signay that, b | eing info | rmed of | f the c | conten | | | | | • | • | | |
| | | under my | OF COL | | | | e | 31ST d | ay o | K | OCTO Try Pub | BER, 29 |)03 | |
| | Му | Commissi | on Expires | August 1 | , 2006 | | | | | | | | | |



Wells Fargo Financial

MAC F5024-011
Delchamps Plaza
1833 Highway 45 North, No. 2
Columbus, Mississippi 39705
662 328-9202
662 328-9528 Fax

"ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED 10/31/03, WENDELL D. HUNT MORTGAGOR."

20031110000745300 Pg 3/3 195.05 Shelby Cnty Judge of Probate, AL 11/10/2003 11:03:00 FILED/CERTIFIED

LEGAL DESCRIPTION:

LOT 78 ACCORDING TO THE SURVEY OF SOUTHERN HILLS, AS RECORDED IN MAP BOOK 7 PAGE 72 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, 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: 11 SOUTHERN HILLS PKWY; CALERA, AL 35040 TAX MAP OR PARCEL ID NO.: 28-3-05-0-001-020.076

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

WENDELL D. HIINT