

Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
1841 MONTGOMERY HWY 105
HOOVER AL
35244

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
1841 MONTGOMERY HWY 105
HOOVER AL
35244

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 15,044.88

Total of Payments \$ 30,120.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, MERRELL L HORTON III AND GINA L HORTON, HUSBAND AND WIFE, Mortgagors, whose address is 133 OAK STREET MAYLENE AL 35114, 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 1841 MONTGOMERY HWY 105 HOOVER AL 35244, 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:

THE DESCRIPTION OF THE PROPERTY IS ON A SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED 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

28TH day of NOVEMBER 2003

Witness:

[Signature]

[Signature] (L.S.)

SIGN HERE

Witness:

[Signature]

[Signature] (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
MERRELL L HORTON III AND GINA L HORTON, 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 28th day of November

[Signature]
Notary Public

EUNICE WHITT DIXON
Notary Public, Alabama State At Large
My Commission Expires March 28, 2008

Wells Fargo Financial
1841 Montgomery Hwy Suite 105
Hoover, AL 35244
205-988-3900
205-988-2025 (fax)

20031205000789360 Pg 3/3 39.65
Shelby Cnty Judge of Probate, AL
12/05/2003 10:55:00 FILED/CERTIFIED

LEGAL DESCRIPTION:

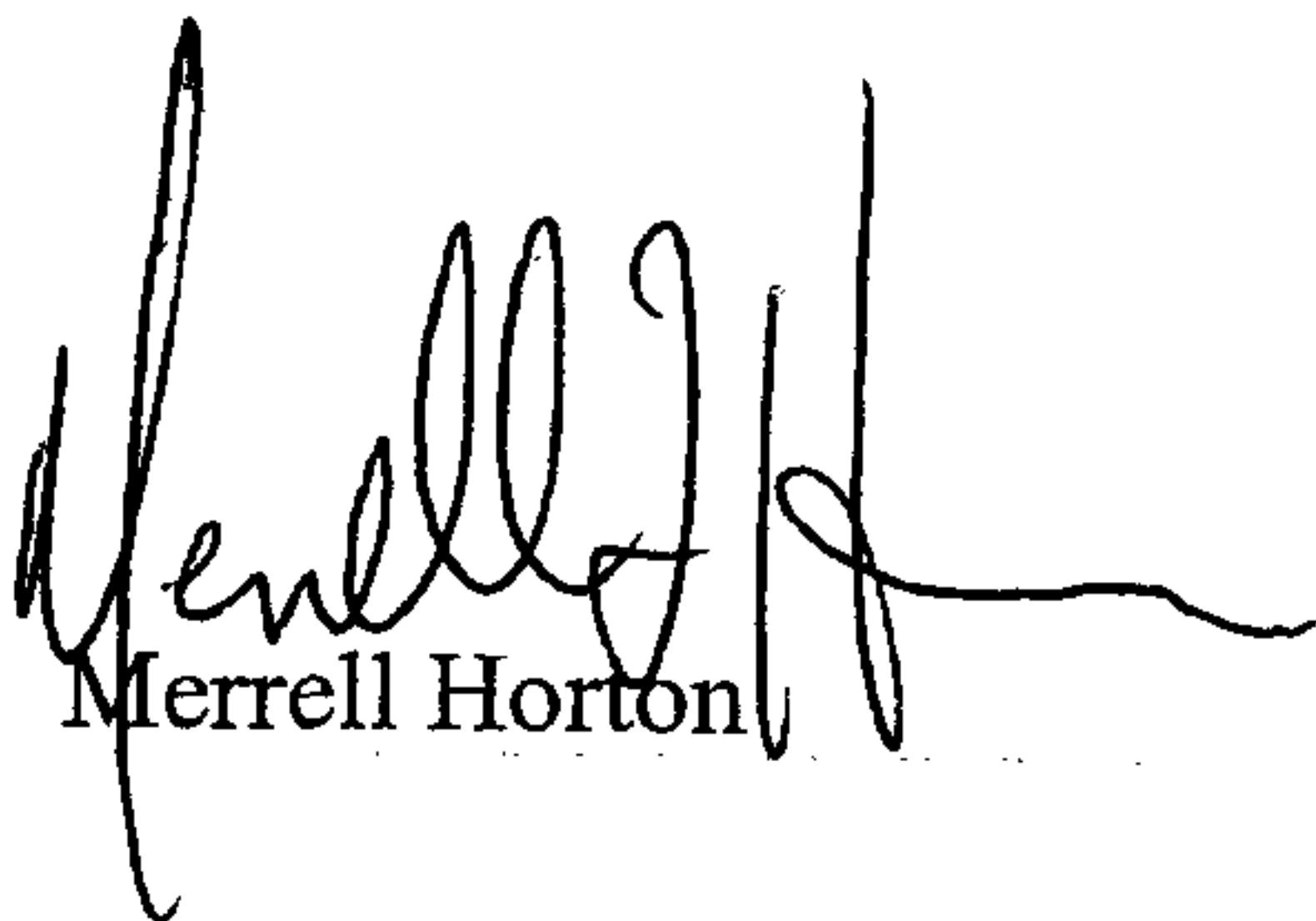
A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 39 OF WOODLAND HILLS, FIRST PHASE, THIRD SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 7, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID LOT 168.89 FEET RADIAL TO A POINT ON A CLOCKWISE CURVE ON THE EASTERLY RIGHT OF WAY OF OAK STREET, SAID CURVE HAVING A DELTA ANGLE OF 05 DEGREES 40 MINUTES 41 SECONDS AND A RADIUS OF 305.03 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE 30.23 FEET; THENCE CONTINUE TANGENT TO CURVE, ALONG SAID RIGHT OF WAY 140.89 FEET; THENCE TURN LEFT 90 DEGREES 00 MINUTES 00 SECONDS AND RUN EAST 160.03 FEET; THENCE TURN LEFT 88 DEGREES 00 MINUTES 28 SECONDS AND RUN NORTH 187.89 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY

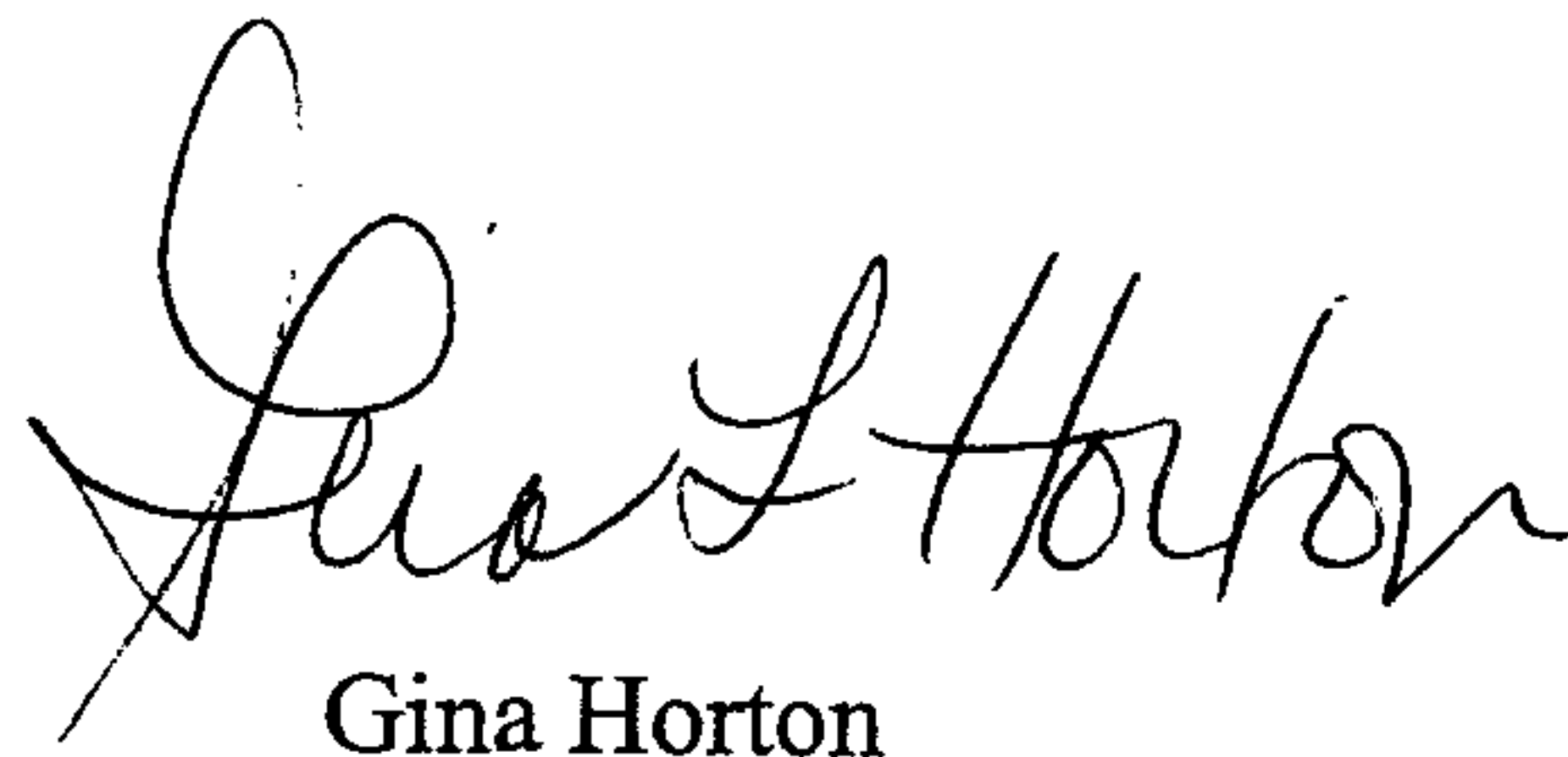
COUNTY, ALABAMA.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

ADDRESS: 133 OAK ST; MAYLENE, AL 35114 TAX MAP OR PARCEL
ID NO.: 23-2-04-0-001-065-000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY


Merrell Horton


Gina Horton