20031211000801220 Pg 1/4 21.00 Shelby Cnty Judge of Probate, AL 12/11/2003 12:24:00 FILED/CERTIFIED

Prepared by:
WELLS FARGO FINANCIAL
MISSISSIPPI 2, INC
1833 HWY 45 NORTH #2
COLUMBUS MS
39705

Return to:
WELLS FARGO FINANCIAL
MISSISSIPPI 2, INC
1833 HWY 45 NORTH #2
COLUMBUS MS
39705

THIS ALABAMA REAL ESTATE MORTGAGE IS A RE RECORD.

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 118,687.94
Total of Payments \$ 362,354.40

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, WENDELL D. HUNT, SINGLE

, Mortgagors, whose address is 11 SOUTHERN HILLS PKWY CALERA AL 35040
, are indebted on their promissory note of even date, in the Total of Payments stated above, payable to the order of Wells Fargo Financial MISS 2, Inc., Mortgagee, whose address is 1833 HWY 45 NORTH #2 COLUMBUS MS 39705

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

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

of the holder of the Note and without notice or demand, render the entire unpaid balance thereof at

County, State of Alabama, to wit:

THE ESCRIPTION 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.

once due and payable, less any required refund or credit of interest.

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.

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

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	Total of Payments \$ 362,354.40
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	, Mortgagors, whose address
is 11 SOUTHERN HILLS PKWY CALE	<u> </u>
	ren date, in the Total of Payments stated above, payable to al Alabama, Inc., Mortgagee, whose address is IS MS 39705
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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

day of OCTOBER	$\frac{2003}{2003}$
Witness:	- Lemelle /fus (L.S.) SIGN HERE
Witness: Wit	(L.S.) (If married both bushered and wife revert size)
· • • • • • • • • • • • • • • • • • • •	(If married, both husband and wife must sign)
STATE OF AXXABANDAY MISSISSIPE	PI
LOWNDES	COUNTY
I, the undersigned authority, in a WENDELL D. HUNT	and for said County in said State, hereby certify that
whose name is signed to the foregoing on this day that, being informed of the voluntarily on the day the same bears day	conveyance, and who is known to me, acknowledged before me ne contents of the conveyance, he/she/they executed the same ate.
Given under my hand and official sea	Lime Trong K. Ware D
ON PUBLIC SO	\Notary Public



MAC F5024-011 Delchamps Plaza 1833 Highway 45 North, No. 2

Wells Fargo Financial

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

20031211000801220 Pg 4/4 21.00 Shelby Cnty Judge of Probate, AL 12/11/2003 12:24:00 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. HUNT