20031229000825500 Pg 1/3 32.00 Shelby Cnty Judge of Probate, AL 12/29/2003 11:23:00 FILED/CERTIFIED

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: \$	10,000.00
The State of Alabama,	County. Know All Men By These Presents: That whereas,
Randall Dooley And Jerra Lynn Dooley,	A MARRIED COUPLE,
	Mortgagors, whose address is 104 Canter Way,
Alabaster AL 35007	, are indebted on their Credit Card Account Agreement ("Agre ement"), payable to
the order of Wells Fargo Financial Ba	nk, Mortgagee, whose address is 3201 North 4th Avenue, Sioux Falls, SD 57104,
may be made in advance in any amount	by Mortgagee. Said Agreement is payable according to the terms thereof. Payment at any time and default in paying any instalment shall, at the option of the holder of smand, render the entire unpaid balance thereof at once due and payable.
advances under the Agreement execumodifications, refinancings, future a	eration of said loan and to further secure the payment of present and future ated and delivered to Mortgagee by Mortgagors, and any extensions, renewals, advances or additional advances of the Credit Card Account Agreement, the ell and convey to the Mortgagee the following described real estate lying and County, State of Alabama, to wit:
	separate addendum attached to this Mortgage/Deed of Trust, which description is part
of the 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 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 December , 2003 .
Witness Mun Budall Papell Dooley (L.S.)? SIGN HERE
Witness: Kinkelly Mach Jann Lonn Doola(LS.)? SIGN HERE
(If married, both husband and wife must sign)
STATE OF <u>ALABAMA</u>
<u>Jefferson</u> COUNTY I the undersigned outhority in and for said County in said State, hereby, contify that
I, the undersigned authority, in and for said County in said State, hereby certify that Randall Dooley And Jerra Lynn Dooley, A MARRIED COUPLE
, 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 25 day of <u>becember</u> , 2003.
Given under my hand and official seal, this the 33 day of December, 2003.
Monice Muckerford Notary Public
MONICA SHACKELEODD, NOTADY DUDGE
MONICA SHACKELFORD, NOTARY PUBLIC LAMAR COUNTY, STATE ALABAMA
MY COMMISSION EXPIRES 06-01-2004
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"Addendum for legal description of Mortgage/Deed of Trust dated December 23, 2003, Randall Dooley and Jerra Lynn Dooley, mortgagors."

LEGAL DESCRIPTION:

LOT 29, IN THE SADDLE LAKE FARMS CONDOMINIUM, A CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, AS RECORDED IN INST. NO. 1995-17533 AND AMENDED BY INST. #1996-21491 AND ARTICLES OF INCORPORATION OF SADDLE LAKE FARMS ASSOCIATION, INC., AS RECORDED IN INST. NO. 1995-17530, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SADDLE LAKE FARMS CONDOMINIUM AS SET OUT IN THE SAID DECLARATION OF CONDOMINIUM, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF SADDLE LAKE FARMS CONDOMINIUM AS RECORDED IN MAP BOOK 20, PAGE 20 A & B, 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.

Randall Dooley

Jona Lynn Dooley

Jona Lynn Dooley