

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: \$ 20,000.00

The State of Alabama, _____ County. Know All Men By These Presents: That whereas,
Alan S Luther _____,

_____ Mortgagees, whose address is 1156 Caribbean Cr
Alabaster AL 35007, 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 Mortgagees 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 Mortgagees, and any extensions, renewals,
modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, the
Mortgagees 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 17, in block 3, according to the Survey of Southwind, First Sector, as recorded in Map Book 6, Page 72, in the Probate
Office of Shelby county, Alabama.

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 Mortgagees shall well and truly pay, or cause to be paid, the said
Agreement, and each and every instalment thereof when due, and Mortgagee 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 Mortgagees 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 Mortgagees. 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 \$ 20,000.00 (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 14 day of November, 2003.

Witness: [Signature] Alan S. Luther (L.S.)? **SIGN HERE**

Witness: [Signature] (L.S.)? **SIGN HERE**
(If married, both husband and wife must sign)

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Alan S Luther,

[Signature], 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 14th day of November, 2003.

Christy Dawn Chambers
Notary Public

CHRISTY DAWN CHAMBERS
MY COMMISSION EXPIRES
06/09/2007