

Prepared by:  
Ruth Howard \_\_\_\_\_ 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,  
Diane Gault And John Gault, \_\_\_\_\_

\_\_\_\_\_, Mortgagors, whose address is 70 Pine St  
Shelby AL 35143, 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 Mortgagors 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 Mortgagors, and any extensions, renewals,  
modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, the  
Mortgagors 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:

The description of the property is on a 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 \$ 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 12 day of February, 2004

Witness: [Signature] John Gault (L.S.)? **SIGN HERE**

Witness: [Signature] Diane Gault (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 Diane Gault And John Gault,

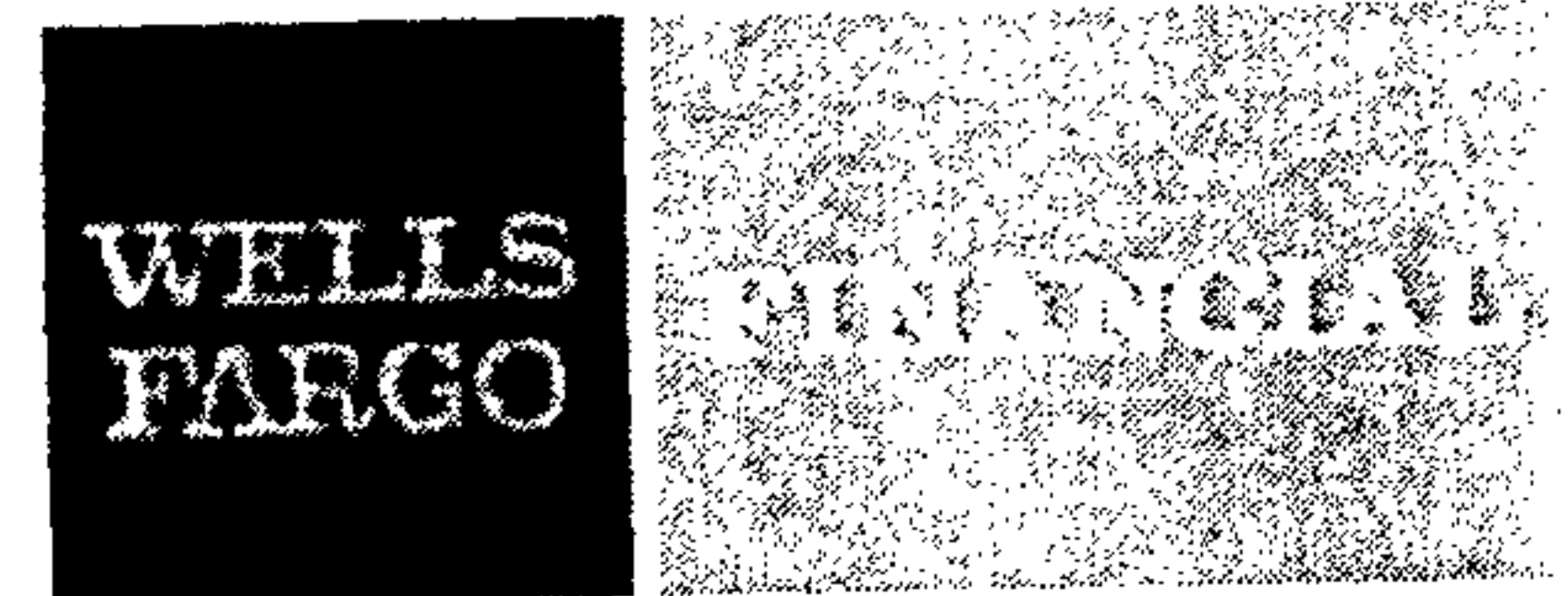
[Signature], whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 12<sup>th</sup> day of February, 2004.

[Signature]  
Notary Public

**CHRISTY DAWN CHAMBERS**  
**MY COMMISSION EXPIRES**  
**06/09/2007**

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



20040217000082000 Pg 3/3 47.00  
Shelby Cnty Judge of Probate, AL  
02/17/2004 13:47:00 FILED/CERTIFIED

ATTACHED ADDENDUM TO MORTGAGE  
LEGAL DESCRIPTION:

LOTS 4 AND 5, IN BLOCK 1 OF PINE GROVE CAMP, ACCORDING TO  
THE SURVEY AND MAP OF PINE GROVE CAMP, AS RECORDED IN MAP  
BOOK 4, PAGE 8, IN THE PROBATE OFFICE OF SHELBY COUNTY,  
ALABAMA.

LESS AND EXCEPT THE FOLLOWING:

A TEN (10) FOOT STRIP ALONG THE EAST BOUNDARY OF LOT 4,  
BLOCK 1 OF PINE GROVE CAMP, ACCORDING TO THE SURVEY OF SAID  
PINE GROVE CAMP WHICH IS RECORDED IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA IN MAP BOOK 4, PAGE 8 AND BEING  
SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 11,  
TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS,  
EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND  
BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 70 PINE ST; SHELBY, AL 35143 TAX MAP OR PARCEL  
ID NO.: 33-1-12-4-011-009.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

JOHN GAULT

A handwritten signature of John Gault in cursive script, written over a horizontal line.

DIANE GAULT

A handwritten signature of Diane Gault in cursive script, written over a horizontal line.