

Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
229 LAKESHORE PARKWAY
HOMEWOOD AL
35209

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
229 LAKESHORE PARKWAY
HOMEWOOD AL
35209

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 110,412.93

Total of Payments \$ 162,816.00

The State of Alabama, SHELBY County. Know All Men By These
Presents: That whereas, TERESA T. LEVIO,
UNMARRIED, Mortgagors, whose address
is 676 NAVAJO TRAIL ALABASTER AL 35007,
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
229 LAKESHORE PARKWAY HOMEWOOD AL 35209,
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,
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 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, 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 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, 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. Mortgagors expressly agree to keep all legal taxes, assessments and prior liens against property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments and prior liens, and cause said property to be repaired and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage. 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

20TH day of FEBRUARY 2004
Witness: Man G. Lee Teresa T. Levio (L.S.) ◀ **SIGN HERE**
Witness: Michael J. Miller (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
TERESA T. LEVIO

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 20th day of February 2004.

ERIC EUGENE MIMS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
SEPTEMBER 11, 2007

[Signature]
Notary Public

Addendum for legal description of Mortgage/Deed of Trust dated February 20, 2004, TERESA T. LEVIO, Mortgagors.

LEGAL DESCRIPTION:

A PARCEL OF LAND CONTAINING 0.65 ACRE, MORE OR LESS, LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID 1/4-1/4 SECTION; THENCE RUN EAST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 362.23 FEET TO THE EASTERLY RIGHT OF WAY OF NAVAJO TRAIL AND THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE A DISTANCE OF 140.17 FEET; THENCE TURN RIGHT 88°46'21" A DISTANCE OF 200.0 FEET; THENCE TURN RIGHT 91°13'39" A DISTANCE OF 56.88 FEET; THENCE TURN RIGHT 42°45'00" A DISTANCE OF 200.0 FEET TO THE RIGHT OF WAY OF SAID NAVAJO TRAIL; THENCE TURN RIGHT 90°00'00" ALONG SAID RIGHT OF WAY A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND

