


Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
6530 AARON ARONOV DR., B5
FAIRFIELD AL
35064


20040513000253420 Pg 1/3 419.15
Shelby Cnty Judge of Probate, AL
05/13/2004 12:31:00 FILED/CERTIFIED

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
6530 AARON ARONOV DR., B5
FAIRFIELD AL
35064

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 268,033.22

Total of Payments \$ 814,680.00

The State of Alabama, JEFFERSON County. Know All Men By These
Presents: That whereas, STEVEN R BENSON AND
DENISE B BENSON A/K/A BEVERLY D BENSON, HUSBAND***, Mortgagors, whose address
is 17747 HWY 145 SHELBY AL 35143,

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
6530 AARON ARONOV DR., B5 FAIRFIELD AL 35064,

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:

***AND WIFE ☐ ☐ 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

11TH day of MAY 2004

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

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

STEVEN R. BENSON

(If married, both husband and wife must sign)

DENISE B. BENSON AKA BEVERLY D. BENSON

STATE OF ALABAMA

JEFFERSON

COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that
STEVEN R. BENSON AND DENISE B. BENSON AKA BEVERLY D. BENSON

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 11TH day of MAY 2004

[Signature]
My Commission Expires
February 28, 2008

"Addendum for legal description of Mortgage/Deed of Trust dated May 11, 2004, Steven R. Benson and Denise B. Benson A/K/A Beverly D. Benson, mortgagors."

LEGAL DESCRIPTION:

A PARCEL OF LAND PARTLY IN THE NE 1/4 - NW 1/4 AND PARTLY IN THE NW 1/4 - NE 1/4, SECTION 16, TOWNSHIP 24 NORTH, RANGE 15 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED THUSLY; FROM THE NW CORNER OF THE NE 1/4 - NW 1/4, RUN ALONG THE NORTH LINE SECTION 16, SOUTH 88 DEGREES 25'01" EAST 961.88 FEET TO THE BEGINNING POINT OF SUBJECT LOT; FROM SAID POINT, CONTINUE SAID COURSE 361.2 FEET TO THE NE CORNER OF SAID 1/4-1/4 SECTION; THENCE RUN SOUTH 87 DEGREES 49'41" E 213.5 FEET TO THE WEST R.O.W. LINE OF ALABAMA HIGHWAY 145; THENCE RUN ALONG SAID LINE (CHORD BEARING AND DISTANCE) SOUTH 32 DEGREES 16'41" WEST 417.7 FEET; THENCE CONTINUE ALONG SAID LINE (CHORD BEARING AND DISTANCE) SOUTH 29 DEGREES 33'48" WEST 345.51 FEET; THENCE RUN NORTH 80 DEGREES 43'53" WEST 521.48 FEET; THENCE RUN NORTH 29 DEGREES 21'59" EAST 731.79 FEET, BACK TO THE BEIGNNING POINT. CONTAINING A 72 ACRES

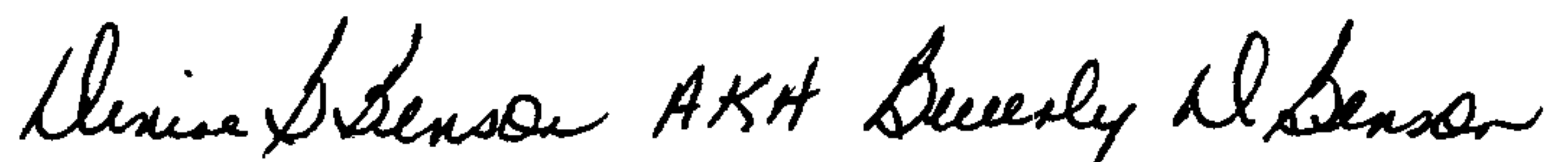
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS AND BUILDING SET-BACK LINES OF RECORD.

ADDRESS: 17747 HWY 145; SHELBY, AL 35143 TAX MAP OR
PARCEL ID NO.: 33-5-16-0-000-002.003

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



Steven. R. Benson



Denise B. Benson A/K/A Beverly. D
Benson