

20040713000386790 Pg 1/3 22.00  
Shelby Cnty Judge of Probate, AL  
07/13/2004 12:51:00 FILED/CERTIFIED

Prepared by:  
JANET MILLER 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

20040723000411450 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
07/23/2004 14:35:00 FILED/CERTIFIED

### ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT

Maximum Principal Secured: \$ 5,000.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, SAMUEL TODD HARRIS AND TERRI P HARRIS, Mortgagors, whose address is 104 WINTERHAVEN COVE, ALABASTER, AL 350072126, 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:

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

I certify this to be a true and  
correct copy Pattie Yeager  
7/23/04 Probate Judge  
Shelby County

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 \$5,000.00 (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 09 day of JULY, 2004

Witness: [Signature] Samuel Todd Harris (L.S.) ◀ SIGN HERE

Witness: [Signature] [Signature] (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 SAMUEL TODD HARRIS AND TERRI P HARRIS, 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 09 day of JULY, 2004.

[Signature]  
Notary Public



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

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ATTACHED ADDENDUM TO MORTGAGE  
LEGAL DESCRIPTION:

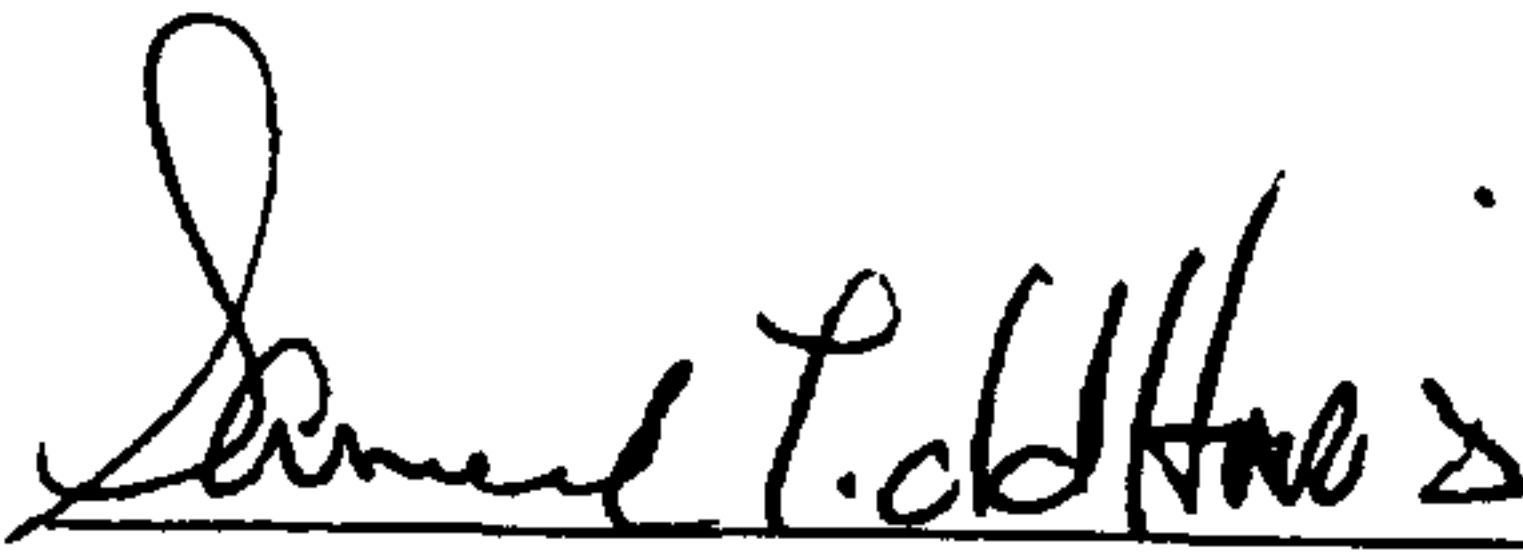
20040723000411450 Pg 3/3 .00  
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July 9, 2004

LOT 106-A, ACCORDING TO THE SURVEY OF SUMMER BROOK, SECTOR  
5, PHASE 7, AS RECORDED IN MAP BOOK 23, PAGE 49 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.

ADDRESS: 104 WINTERHAVEN COVE; ALABASTER, AL 35007 TAX  
MAP OR PARCEL ID NO.: 23-1-11-2-003-013.046

  
SAMUEL TODD HARRIS

  
TERRI P HARRIS