



20040727000415590 Pg 1/4 42.50
Shelby Cnty Judge of Probate, AL
07/27/2004 10:11:00 FILED/CERTIFIED

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: \$ 15,000.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, BOBBY STATUM AND DIANA STATUM, Mortgagors, whose address is 3432 INDIAN LAKE TRAIL, PLEHAM, AL 351242717, 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 \$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 23 day of JULY, 2004.

Witness: [Signature] [Signature] (L.S.) ◀ **SIGN HERE**
Witness: [Signature] Bobby Statum (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 BOBBY STATUM AND DIANA STATUM, 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 23 day of JULY, 2004.

[Signature]
Notary Public
EMILY JAYNE COE
NOTARY PUBLIC
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
MARCH 10, 2008

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, JULY 23, 2004, BOBBY STATUM, DIANA STATUM mortgagor(s):


Legal description:

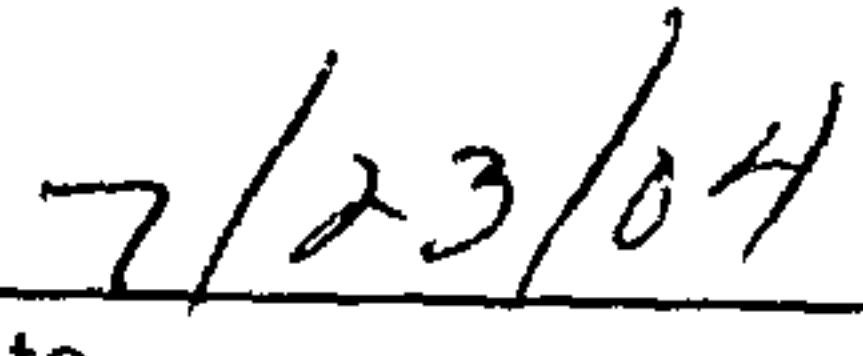
A PARCEL OF LAND SITUATED IN THE SW1/4 OF THE NW1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, SHELBY COUNTY ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SW CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE N 30 DEG.-55'-47"E A DISTANCE OF 360.70 FEET TO THE SOUTHEASTERN RIGHT-OF-WAY LINE OF INDIAN LAKE DRIVE; THENCE N 27 DEG.-12'-11"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 105.95 FEET; THENCE N 27 DEG.-16'-01"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.98 FEET; THENCE N 35 DEG.-20'-47"E, A DISTANCE OF 24.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 108.79 FEET; THENCE S 54 DEG.-39'-13"E A DISTANCE OF 311.50 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF INDIAN LAKE TRAIL, SAID POINT BEING A PART ON A CURVE TO THE LEFT HAVING A RADIUS OF 53.13 FEET AND A CENTRAL ANGLE OF 88 DEG.-05'-53"; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 81.70 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 20 DEG.-33'-15"E A DISTANCE OF 73.88 FEET, TO THE END OF SAID CURVE; THENCE S 41 DEG.-19'-07"W LEAVING SAID RIGHT-OF-WAY LINE A DISTANCE OF 99.46 FEET; THENCE 49 DEG.-40'-35"W A DISTANCE OF 363.70 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.01 ACRES, MORE OR LESS.

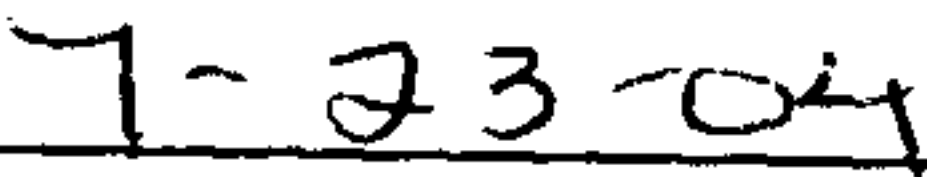
SUBJECT TO A 15 FOOT INGRESS/EGRESS EASEMENT, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST; THENCE N 30 DEG.-55'-47" E A DISTANCE OF 360.70 FEET TO THE


Type Name(s) as Signed
BOBBY STATUM


Date


Type Name(s) as Signed
DIANA STATUM


Date

SOUTHEASTERN RIGHT-OF-WAY LINE OF INDIAN LAKE DRIVE; THENCE N 27 DEG.-12'-11"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 105.95 FEET; THENCE N 27 DEG. 16'-01"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.98 FEET; THENCE N 35 DEG.-20'47" E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 133.00 FEET; THENCE S 54 DEG.-39'-13" E A DISTANCE OF 311.50 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF INDIAN LAKE TRAIL, SAID POINT BEING A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 53.13 FEET AND A CENTRAL ANGLE OF 47 DEG.-10'-38"; THENCE ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE A DISTANCE OF 43.75 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 0 DEG.-05'-38"E A DISTANCE OF 42.52 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 15 FOOT INGRESS AND EGRESS, SAID EASEMENT LYING 7.5 FEET EACH SIDE OF SAID CENTERLINE, THENCE S 69 DEG.-42'-20"W A DISTANCE OF 118.24 FEET TO THE SOUTHWESTERLY PROPERTY LINE OF SAID PARCEL, SAID POINT BEING THE END OF SAID CENTERLINE OF SAID EASEMENT.

SUBJECT TO INGRESS-EGRESS AND UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SW1/4 OF THE NW1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 3 WEST, THENCE N 30 DEGREES-55'47"E A DISTANCE OF 360.70 FEET TO THE SOUTHEASTERN RIGHT-OF-WAY LINE OF INDIAN LAKE DRIVE; THENCE N 27 DEGREES-12'-11"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 105.95 FEET; THENCE N 27 DEGREES-16'-01"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.98 FEET; THENCE N 35 DEGREES-20'-47"E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 133.00 FEET TO THE MOST NORTHERLY CORNER OF THE STATUM PROPERTY; THENCE S 54 DEGREES-39'13"E, 311.50 FEET TO AN EXISTING 1" IRON PIPE AND BEING ON THE WEST RIGHT-OF-WAY LINE OF INDIAN LAKE TRAIL, SAID POINT BEING ON A CURVED RIGHT-OF-WAY LINE OF SAID CURVE BEING CONCAVE IN AN EASTERLY DIRECTION AND HAVING A CENTRAL ANGLE OF 57 DEGREES-08'-35" AND A RADIUS OF 53.98 FEET; THENCE TURN AN ANGLE TO THE RIGHT AND RUN IN A SOUTHERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 53.83 FEET TO AN EXISTING NAIL SET IN AN ASPHALT DRIVEWAY AND BEING THE POINT OF BEGINNING; THENCE CONTINUE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE WITH A RADIUS OF 53.98 AND AN CENTRAL ANGLE OF 29 DEGREES-20'-41" AND RUN IN A SOUTHEASTERLY DIRECTION OF 27.64 FEET TO AN EXISTING IRON REBAR SET BY ROBERT FARMER; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEAST LINE OF SAID STATUM PROPERTY FOR A DISTANCE OF 37.28 FEET TO AN EXISTING IRON REBAR SET BY LAURENCE D. WEYGAND; THENCE TURN AN ANGLE TO THE RIGHT OF 143 DEGREES 36 MINUTES 12 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 46.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 477 SQUARE FEET, MORE OR LESS.

THIS EASEMENT CANCELS OLD EASEMENT ON STATUM PROPERTY ALONG NORTHEAST 30 FEET.

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

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ADDRESS: 3432 INDIAN LAKE TRAIL; PELHAM, AL 35124 TAX
MAP OR PARCEL ID NO.: 11-7-36-2-001-033.003