

Prepared by:  
LIZA KOENEN \_\_\_\_\_ 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: \$ 50,000.00

The State of Alabama, \_\_\_\_\_ County. Know All Men By These Presents: That whereas, FARIS PHILLIPS OLDHAM AND LISA BUCKNER OLDHAM, Mortgagors, whose address is 127 WEATHERLY WAY, PELHAM, AL 351242801, 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 \$0,000.00 (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 2 day of SEPTEMBER, 2004.

Witness: Suzanne Davidson Faris Phill Oldham (L.S.) SIGN HERE  
Witness: Jana Kallen Lisa Buckner Oldham (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 FARIS PHILLIPS OLDHAM AND LISA BUCKNER OLDHAM, 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 2 day of SEPTEMBER, 2004.

Alison Glover  
Notary Public



## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, SEPTEMBER 2, 2004, FARIS PHILLIPS OLDHAM, LISA BUCKNER OLDHAM mortgagor(s):

Legal description:

### LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE NORTH 0 DEGREES 49 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 613.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 330.00 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 52 SECONDS WEST A DISTANCE OF 462.00 FEET; THENCE SOUTH 0 DEGREES 49 MINUTES 08 SECONDS WEST A DISTANCE OF 330.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 52 SECONDS EAST A DISTANCE OF 462.00 FEET TO THE POINT OF BEGINNING.

20 FOOT INGRESS AND EGRESS EASEMENT, DESCRIBED AS FOLLOWS:  
A 20 FOOT INGRESS AND EGRESS EASEMENT SITUATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 2 WEST, AND LYING 20 FEET TO THE NORTH OF AND PARALLEL TO THE FOLLOWING DESCRIBED SOUTHERLY BOUNDARY:  
COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 2 WEST; THENCE NORTH 88 DEGREES 24 MINUTES 44 SECONDS WEST A DISTANCE OF 1306.29 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 50 SECONDS EAST A DISTANCE OF 819.95 FEET TO THE SOUTHEASTERLY MOST CORNER OF A 60 FOOT UNIMPROVED RIGHT OF WAY, AS RECORDED IN MAP BOOK 14, PAGE 73-A IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, AND SAID POINT BEING THE POINT OF BEGINNING OF THE SOUTHERLY BOUNDARY OF A 20 FOOT INGRESS/EGRESS EASEMENT LYING 20 FEET TO THE NORTH OF AND PARALLEL TO SAID SOUTHERLY BOUNDARY; THENCE SOUTH 23 DEGREES 27 MINUTES 24 SECONDS EAST A DISTANCE OF 42.31 FEET, TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 178.85 FEET AND A CENTRAL ANGLE OF 30 DEGREES 00 MINUTES 11 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 93.65 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 44 DEGREES 09 MINUTES 54 SECONDS EAST A DISTANCE OF 92.59 FEET, TO A POINT ON A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 791.95 FEET AND A CENTRAL ANGLE OF 6 DEGREES 34 MINUTES 23 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.85 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 62 DEGREES 27 MINUTES 11 SECONDS EAST A DISTANCE OF 90.80 FEET TO A POINT ON A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 218.12 FEET AND A CENTRAL ANGLE OF 27 DEGREES 04 MINUTES 37 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 103.08 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 79 DEGREES 16 MINUTES 41 SECONDS EAST A DISTANCE OF 102.12 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 01 SECONDS EAST A DISTANCE OF 58.46 FEET; THENCE NORTH 89 DEGREES 09 MINUTES 19 SECONDS EAST A DISTANCE OF 47.33 FEET; THENCE SOUTH 85 DEGREES 10 MINUTES 54 SECONDS EAST A DISTANCE OF 72.56 FEET; THENCE NORTH 85 DEGREES 15 MINUTES 01 SECONDS EAST A DISTANCE OF 50.01 FEET; THENCE NORTH 81 DEGREES 20 MINUTES 33 SECONDS EAST A DISTANCE OF 72.27 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 3519.43 FEET AND A CENTRAL ANGLE OF 1 DEGREES 09 MINUTES 42 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 71.36 FEET TO A POINT ON A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 135.84 FEET AND A CENTRAL ANGLE OF 36 DEGREES 09 MINUTES 36 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 85.73 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 65 DEGREES 07 MINUTES 28 SECONDS EAST A DISTANCE OF 84.31 FEET TO THE END OF SAID CURVE; THENCE NORTH 49 DEGREES 34 MINUTES 00 SECONDS EAST A DISTANCE OF 48.93 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 518.97 FEET AND A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 47 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.13 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 53 DEGREES 01 MINUTES 52 SECONDS EAST A DISTANCE OF 111.91 FEET TO A POINT ON A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 116.42 FEET AND A CENTRAL ANGLE OF 9 DEGREES 46 MINUTES 09 SECONDS; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 19.85 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 63 DEGREES 43 MINUTES 32 SECONDS EAST A DISTANCE OF 19.84 FEET TO THE WESTELY BOUNDARY OF THE ABOVE DESCRIBED PARCEL AND THE END OF SAID EASEMENT.

ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA.

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

ADDRESS: 127 WEATHERLY WAY; PELHAM, AL 35124 TAX MAP OR PARCEL ID NO.: 14-9-29-0-000-002.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Type Name(s) as Signed  
FARIS PHILLIPS OLDHAM

Date

Type Name(s) as Signed  
LISA BUCKNER OLDHAM

Date