

Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
2760 HAWKINS PKWY, 102
HOOVER AL
35244

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
2760 HAWKINS PKWY, 102
HOOVER AL
35244

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 17,280.80

Total of Payments \$ 20,916.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, KENNETH O. WYATT AND MARTHA WYATT, HUSBAND AND WIFE, Mortgagors, whose address is 89 ROSA DRIVE HARPERSVILLE AL 35078, 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 2760 HAWKINS PKWY, 102 HOOVER AL 35244, 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

23RD day of NOVEMBER 2004
Witness: Blake Fay Kenneth O. Wyatt (L.S.) ◀ **SIGN HERE**
Witness: [Signature] Martha Wyatt (L.S.) ◀ **SIGN HERE**
(If married, both husband and wife must sign)

STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that Kenneth O. Wyatt and Martha Wyatt, husband and wife, 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 23rd day of November 2004.

CHRISTY DAWN CHAMBERS
MY COMMISSION EXPIRES

Not 06/09/2007

"Addendum for legal description of Mortgage/Deed of Trust dated November 23, 2004,
Kenneth O. Wyatt and Martha Wyatt, mortgagors."

20041130000653590 Pg 3/3 42.95
Shelby Cnty Judge of Probate, AL
11/30/2004 10:48:00 FILED/CERTIFIED

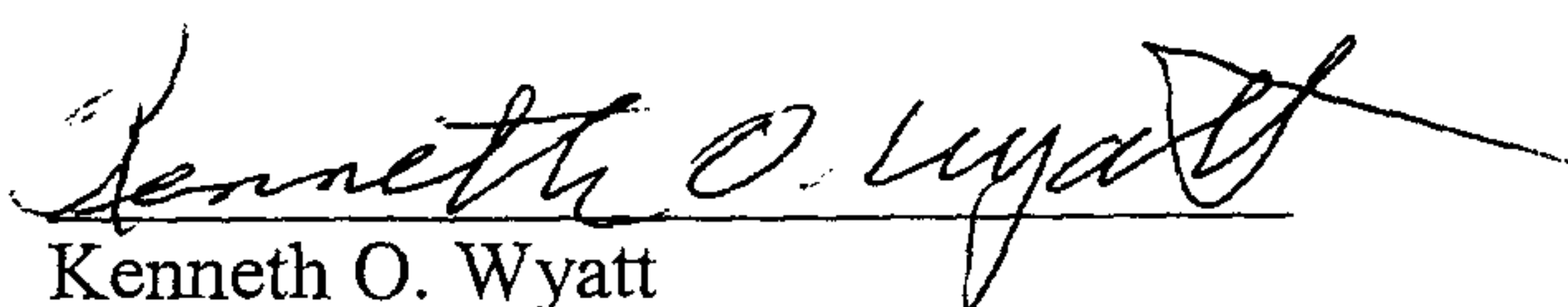
LEGAL DESCRIPTION:

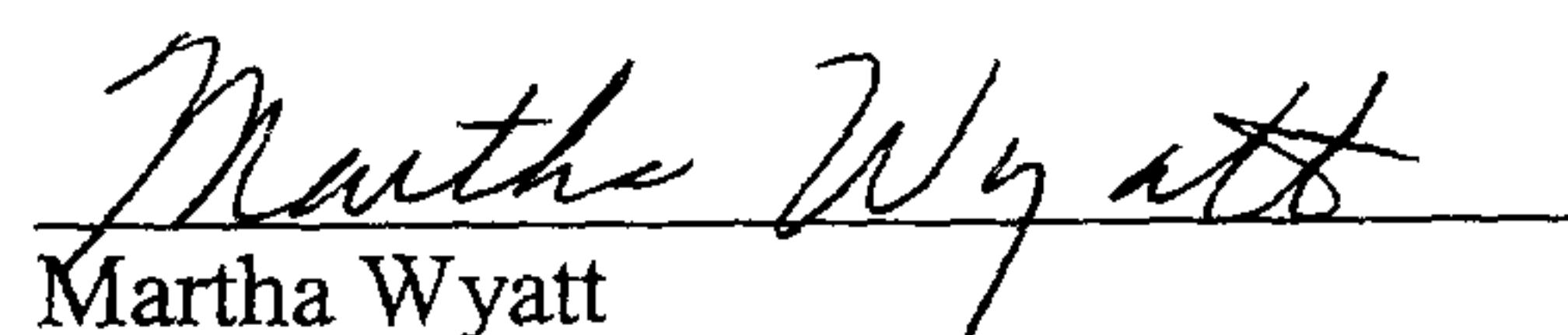
COMMENCE AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 2 EAST; THENCE SOUTH 0 DEGREES 14 MINUTES, 05 SECONDS WEST ALONG THE EAST BOUNDARY LINE OF SAID SECTION FOR A DISTANCE OF 41.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY ROAD NO. 434 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0 DEGREES 14 MINUTES 05 SECONDS WEST A DISTANCE OF 375.84 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 28 SECONDS WEST A DISTANCE OF 428.46 FEET TO THE EAST EDGE OF PRIMORE LANE; THENCE NORTH 36 DEGREES 51 MINUTES 09 SECONDS EAST ALONG PRIMROSE LANE FOR A DISTANCE OF 60.13 FEET; THENCE NORTH 32 DEGREES 20 MINUTES 16 SECONDS EAST ALONG PRIMROSE LANE FOR A DISTANCE OF 64.48 FEET; THENCE NORTH 26 DEGREES 46 MINUTES 05 SECONDS EAST ALONG PRIMROSE LANE FOR A DISTANCE OF 40.70 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 48 SECONDS EAST ALONG PRIMROSE LANE FOR A DISTANCE OF 36.35 FEET; THENCE NORTH 6 DEGREES 55 MINUTES 26 SECONDS WEST ALONG PRIMROSE LANE FOR A DISTANCE OF 41.69 FEET; THENCE NORTH 14 DEGREES 18 MINUTES 43 SECONDS WEST ALONG PRIMROSE LANE FOR A DISTANCE OF 178.15 FEET; THENCE NORTH 5 DEGREES 09 MINUTES 20 SECONDS WEST ALONG PRIMROSE LANE FOR A DISTANCE OF 23.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.18 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY NO. 434; THENCE SOUTH 75 DEGREES 33 MINUTES 24 SECONDS EAST ALONG SAID ROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 48.57 FEET; THENCE SOUTH 79 DEGREES 01 MINUTES 47 SECONDS EAST ALONG SAID ROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 59.88 FEET; THENCE SOUTH 81 DEGREES 59 MINUTES 25 SECONDS EAST ALONG SAID ROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 57.88 FEET; THENCE SOUTH 84 DEGREES 41 MINUTES 15 SECONDS EAST ALONG SAID ROAD RIGHT-OF-WAY LINE FOR A DISTANCE OF 105.67 FEET TO THE POINT OF BEGINNING, SAID DESCRIBED TRACT CONTAINING 3.35 ACRES, MORE OR LESS.

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

ADDRESS: 89 ROSA DR; HARPERSVILLE, AL 35078 TAX MAP OR
PARCEL ID NO.: 07-9-32-1-000-001.002

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY


Kenneth O. Wyatt


Martha Wyatt