

Prepared by:
WELLS FARGO FINANCIAL
ALABAMA, INC. for
7001 CRESTWOOD BLVD, 820
BIRMINGHAM AL
35210

Return to:
WELLS FARGO FINANCIAL
ALABAMA, INC.
7001 CRESTWOOD BLVD, 820
BIRMINGHAM AL
35210

ALABAMA REAL ESTATE MORTGAGE

Amount Financed \$ 17,999.05

Total of Payments \$ 28,001.40

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, JOHNNIE ANN COATS N/K/A
JOHNNIE ANN ATKINS AND DAVID ATKINS, Mortgagors, whose address is 164 SAND RIDGE ROAD LEEDS AL 35094, 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 7001 CRESTWOOD BLVD, 820 BIRMINGHAM AL 35210, 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

2ND day of DECEMBER 2004

Witness:

Witness:

Johnnie Ann Atkins (L.S.) **SIGN HERE**
David A. Atkins (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

JOHNNIE ANN ATKINS AND DAVID A ATKINS 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 2ND day of DECEMBER, 2004

My Commission Expires
August 21, 2007

Sheila Lynn Robinson
Notary Public

4.

LEGAL DESCRIPTION:

COMMENCE AT THE SW CORNER OF THE SW 1/4- SW 1/4- SECTION 26, TOWNSHIP 17 SOUTH, RANGE 1 EAST, THENCE RUN EAST ALONG THE SOUTH 1/4- 1/4 LINE A DISTANCE OF 470.00 FEET TO A POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAME COURSE FOR A DISTANCE OF 380.00 FEET; THENCE TURN 90 DEGREES 48 MINUTES LEFT FOR A DISTANCE OF 592.29 FEET TO THE SOUTH R/W LINE OF A COUNTY ROAD; THENCE TURN 117 DEGREES 14 MINUTES LEFT AND RUN ALONG THE SOUTH R/W LINE FOR A DISTANCE OF 427.32 FEET; THENCE TURN 62 DEGREES 46 MINUTES LEFT FOR A DISTANCE OF 391.51 FEET TO THE POINT OF BEGINNING.

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

ADDRESS: 164 SAND RIDGE RD; LEEDS, AL 35094 TAX MAP OR