

20051114000595000 1/3 \$32.00  
Shelby Cnty Judge of Probate, AL  
11/14/2005 03:37:32PM FILED/CERT

Prepared by:  
KIM FONDER \_\_\_\_\_ 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: \$ 10,000.00

The State of Alabama, SHELBY County. Know All Men By These Presents: That whereas, ROBIN HARRELL AND LEON C HARRELL, WIFE AND HUSBAND, Mortgagors, whose address is 622 SIMMSVILLE RD, ALABASTER, AL 350072051, 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





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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 the Maximum Principal Secured. 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 10 day of NOVEMBER, 2005.

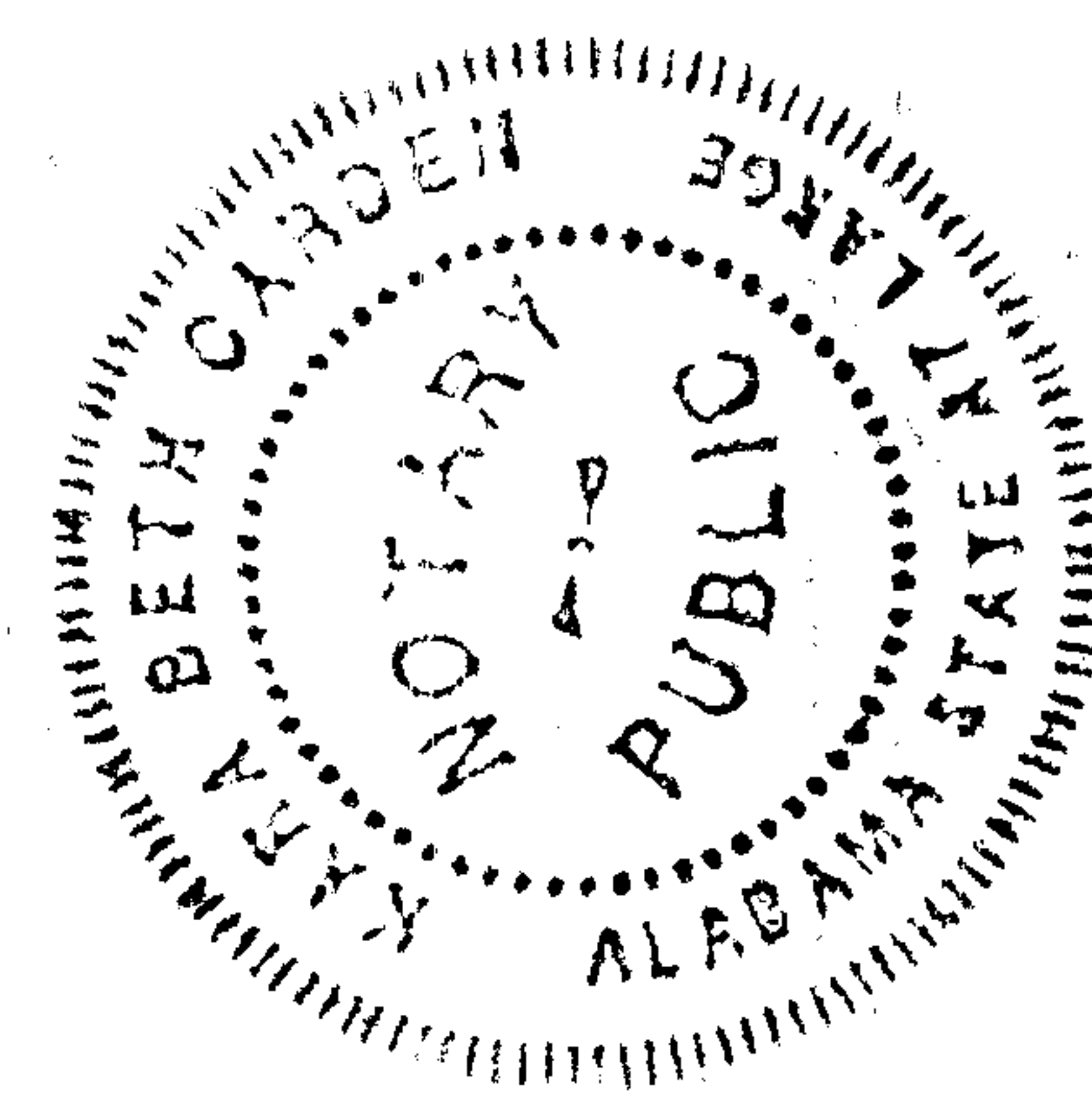
Leon C. Harrell (L.S.) ◀ **SIGN HERE**  
Robin Harrell (L.S.) ◀ **SIGN HERE**  
(If married, both husband and wife must sign)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that ROBIN HARRELL AND LEON C HARRELL, WIFE AND HUSBAND, 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 10 day of NOVEMBER, 2005.  
[Signature]  
Notary Public

**MY COMMISSION  
EXPIRES 3/30/09**





## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, NOVEMBER 10, 2005, ROBIN HARRELL, LEON C HARREL mortgagor(s):

Legal description:

A PARCEL OF LAND LYING IN THE SE 1/4, SW 1/4, SECTION 36, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE SAID SE 1/4, SW 1/4 RUN WESTERLY ALONG THE SOUTH BOUNDARY LINE OF THE SAID NORTH HALF, SE 1/4, SW 1/4 A DISTANCE OF 933.25 FEET TO AN IRON MARKER ON THE SAID SOUTH BOUNDARY OF THE SAID NORTH HALF, SE 1/4, SW 1/4 15.0 FEET WEST OF THE CENTERLINE OF A BLACK TOP ROAD, THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG THE SAME LINE A DISTANCE OF 95.6 FEET TO AN IRON MARKER ON THE SAID SOUTH BOUNDARY OF THE SAID NORTH HALF, SE 1/4, SW 1/4, THENCE TURN AN ANGLE OF 87 DEGREES 15 MINUTES TO THE RIGHT AND RUN NORTHWESTERLY A DISTANCE OF 113.6 FEET TO AN IRON MARKER; THENCE TURN AN ANGLE OF 95 DEGREES 19 MINUTES TO THE RIGHT AND RUN EASTERLY A DISTANCE OF 111.2 FEET TO AN IRON MARKER 15.0 FEET WEST OF SAID BLACK TOP ROAD; THENCE TURN AN ANGLE OF 92 DEGREES 55 MINUTES TO THE RIGHT AND RUN SOUTHWESTERLY A DISTANCE OF 109.1 FEET TO THE POINT OF BEGINNING.

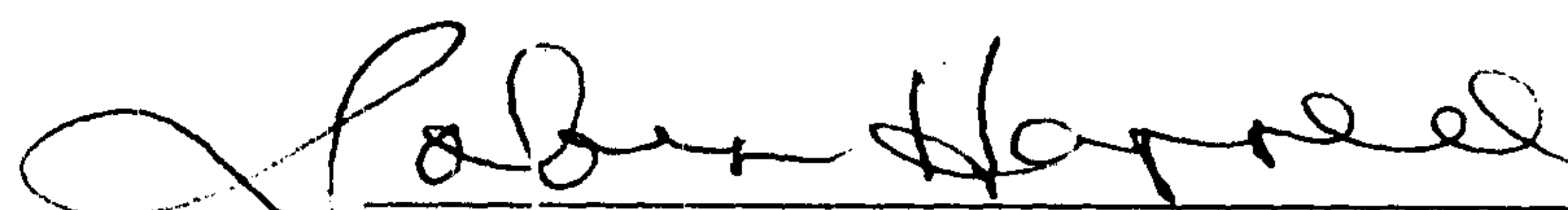
SAID PARCEL OF LAND LIES IN THE SAID SE 1/3, SW 1/4, SECTION 36, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND CONTAINS 0.3 ACRES, MORE OR LESS.

SUBJECT TO A STRIP OF LAND TEN (10) FEET WIDE RUNNING EAST AND WEST ACROSS THE NORTH END OF OUR LOT, A DISTANCE OF 104.35 FEET. SAID STRIP CONVEYED TO LEON HARRELL AND ROBIN HARRELL BY ERNEST WRIGHT, JR. AND MARY LEE WRIGHT 1-11-85 FILED 9-12-03 IN INSTRUMENT #20030812000530250

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

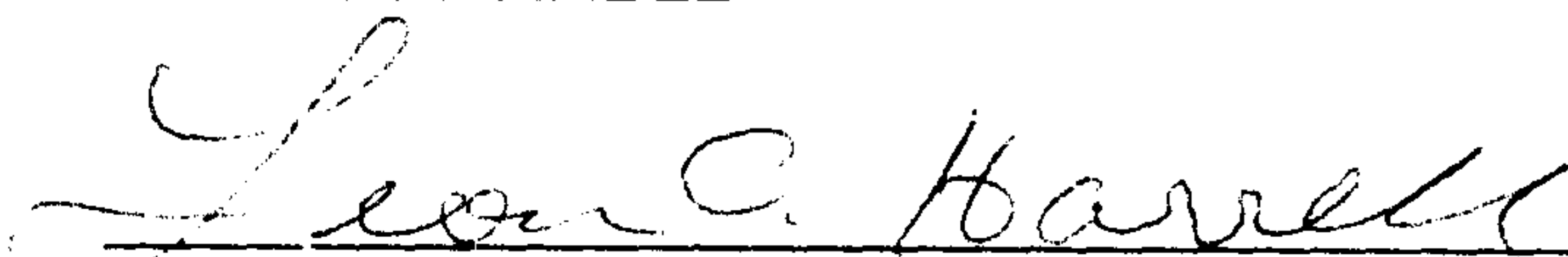
ADDRESS: 622 SIMMSVILLE RD; ALABASTER, AL 35007 TAX MAP  
OR PARCEL ID NO.: 13-7-36-3-001-026.001

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY



Type Name(s) as Signed  
ROBIN HARRELL

11/10/05  
Date



Type Name(s) as Signed  
LEON C HARREL

11-10-05  
Date