



20060213000072690 1/3 \$59.75  
Shelby Cnty Judge of Probate, AL  
02/13/2006 04:01:46PM FILED/CERT

Prepared by:  
RYANN SANOW \_\_\_\_\_ 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: \$ 28,500.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, KENNETH W. LINDER AND CYNTHIA A. LINDER, HUSBAND AND WIFE AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, Mortgagors, whose address is 2508 MARCAL RD, BIRMINGHAM, AL 35244, 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 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 9 day of FEBRUARY, 2006.

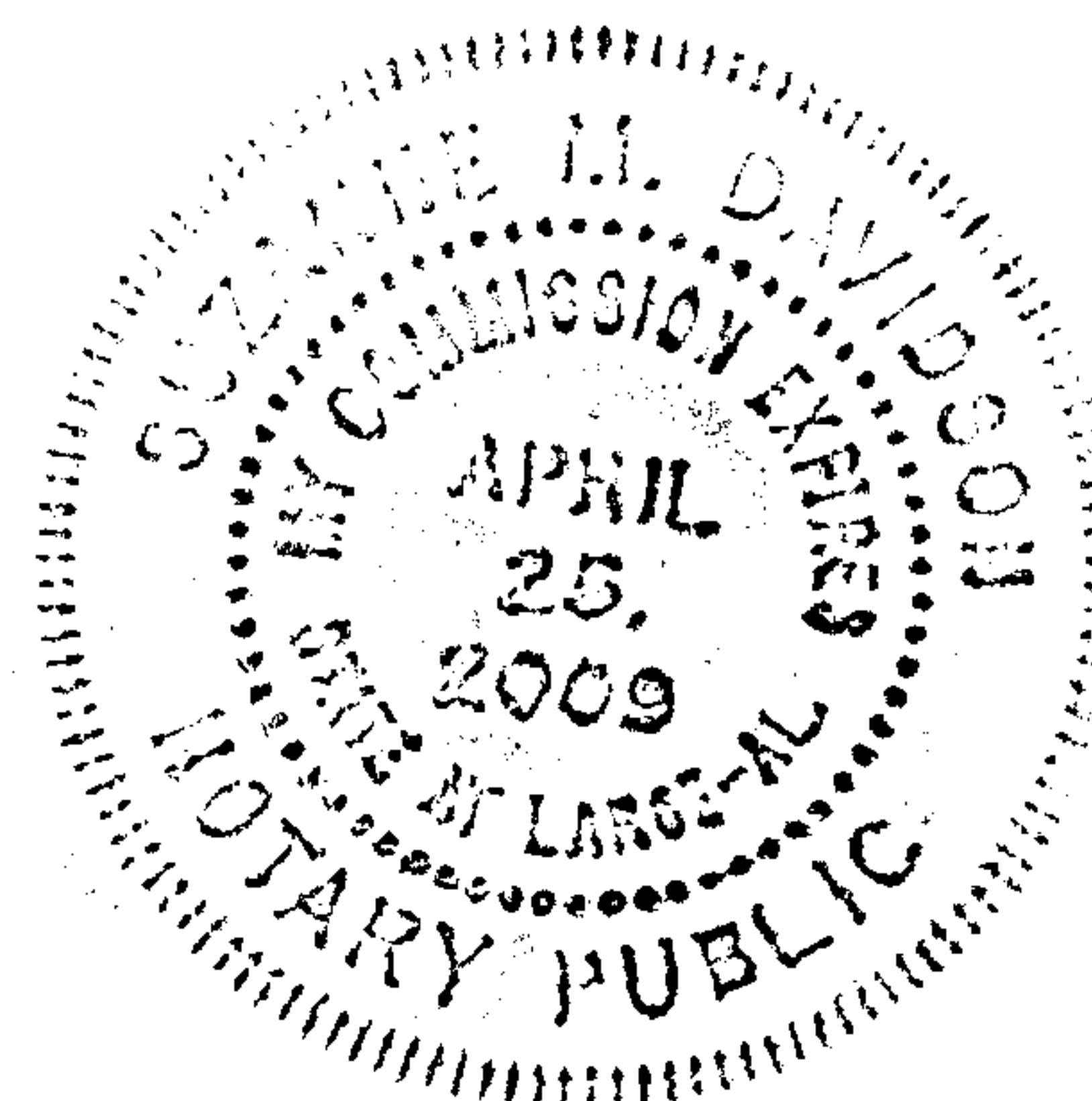
Kenneth W Linder (L.S.) ◀ SIGN HERE  
Cynthia A Linder (L.S.) ◀ SIGN HERE  
(If married, both husband and wife must sign)

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that KENNETH W. LINDER AND CYNTHIA A. LINDER, HUSBAND AND WIFE AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, 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 9 day of FEBRUARY, 2006.

Suzanne M. Davidson  
Notary Public







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## Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, FEBRUARY 9, 2006, KENNETH W LINDER, CYNTHIA A. LINDER mortgagor(s):

Legal description:

### EXHIBIT "A"

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM**, and described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 732.14 FEET; THENCE TURN RIGHT 55 DEGREES 52 MINUTES AND RUN NORTHEASTERLY A DISTANCE OF 370.68 FEET; THENCE TURN RIGHT 121 DEGREES 22 MINUTES AND RUN SOUTHERLY A DISTANCE OF 255.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 235.50 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MARCAL ROAD; THENCE TURN LEFT 94 DEGREES 56 MINUTES 45 SECONDS AND RUN EASTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 212.32 FEET; THENCE TURN LEFT 93 DEGREES 28 MINUTES 43 SECONDS AND RUN NORTHERLY A DISTANCE OF 208.57 FEET; THENCE TURN LEFT 78 DEGREES 10 MINUTES 44 SECONDS AND RUN WESTERLY A DISTANCE OF 181.42 FEET TO THE POINT OF BEGINNING.

Being all of that certain property conveyed to **KENNETH W. LINDER AND CYNTHIA A. LINDER** from **SAMUEL JOE MARTIN AND PAMELA G. MARTIN**, by deed dated **MAY 5, 2004** and recorded **MAY 10, 2004** in Deed Book Instrument No.: **20040510000244810** of official records.