

20061206000592290 1/3 \$39.50
Shelby Cnty Judge of Probate, AL
12/06/2006 03:17:54PM FILED/CERT

Prepared by:
JANIS FELTMANN _____ 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: \$ 15,000.00

The State of Alabama, _____ County. Know All Men By These Presents: That whereas, JAMES E LAWLEY and PATRICIA O LAWLEY, HUSBAND AND WIFE, Mortgagors, whose address is 2553 HIGHWAY 56, WILSONVILLE, AL 351860000, 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 4 day of DECEMBER, 2006.

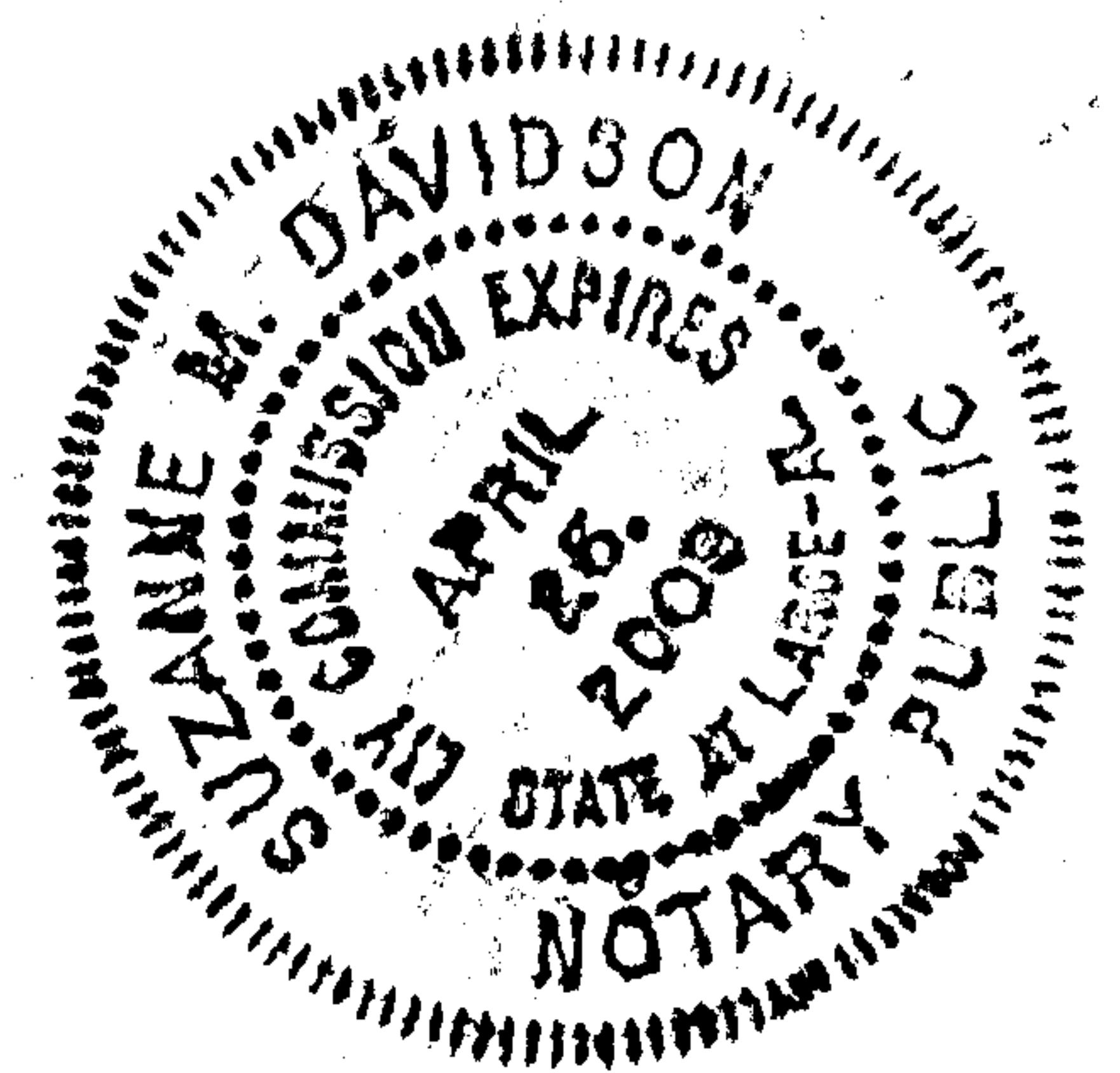
James E. Lawley (L.S.) ☐ SIGN HERE
Patricia O. Lawley (L.S.) ☐ SIGN HERE
(If married, both husband and wife must sign)

STATE OF Alabama
Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that JAMES E. LAWLEY and PATRICIA O. LAWLEY, 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 4 day of DECEMBER, 2006.

Suzanne M. Davidson
Notary Public





20061206000592290 3/3 \$39.50
Shelby Cnty Judge of Probate, AL
12/06/2006 03:17:54PM FILED/CERT

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, DECEMBER 4, 2006, JAMES E LAWLEY, PATRICIA O LAWLEY mortgagor(s):

Legal description:

COMMENCE AT THE SE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE NORTH 0 DEGREES 56 MINUTES 13 SECONDS WEST A DISTANCE OF 46.50 FEET; THENCE SOUTH 74 DEGREES 0 MINUTES 13 SECONDS WEST A DISTANCE OF 210.71 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 29 SECONDS WEST A DISTANCE OF 797.80 FEET TO THE INTERSECTION OF THE CENTERLINE OF SHELBY COUNTY HWY 56 AND HWY 443; THENCE NORTH 5 DEGREES 32 MINUTES 2 SECONDS WEST ALONG THE CENTERLINE OF HWY 443 A DISTANCE OF 42.89 FEET; THENCE SOUTH 84 DEGREES 27 MINUTES 58 SECONDS WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 39 MINUTES 29 SECONDS WEST ALONG THE RIGHT OF WAY OF HWY 56 A DISTANCE OF 71.71 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A CENTRAL OF 41 DEGREES 10 MINUTES 06 SECONDS AND A RADIUS OF 278.25 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 199.93 FEET; THENCE NORTH 49 DEGREES 10 MINUTES 25 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 122.00 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 27 SECONDS EAST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 186.43 FEET; THENCE NORTH 44 DEGREES 32 MINUTES 53 SECONDS WEST A DISTANCE OF 493.68 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 59 SECONDS EAST A DISTANCE OF 245.00 FEET TO THE WESTERLY RIGHT OF WAY OF SHELBY COUNTY HWY 443; THENCE SOUTH 23 DEGREES 11 MINUTES 8 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 29.37 FEET TO A POINT OF CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 18 DEGREES 11 MINUTES 30 SECONDS AND A RADIUS OF 390.58 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 124.01 FEET; THENCE SOUTH 41 DEGREES 22 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 285.90 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35 DEGREES 50 MINUTES 36 SECONDS AND A RADIUS OF 279.17 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY A DISTANCE OF 174.64 FEET; THENCE SOUTH 5 DEGREES 32 MINUTES 2 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 164.33 FEET TO THE POINT OF BEGINNING.

ACCORDING TO THE SURVEY OF RODNEY SHIFLETT, DATED SEPTEMBER 11, 2001.

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

ADDRESS: 2553 HWY 56; WILSONVILLE, AL 35186 TAX MAP OR
PARCEL ID NO.: 16-7-26-0-000-010.001