Prepared by:
DARLENE NAGEL for
Wells Fargo Financial Cards
3201 N. 4th Ave.
Sioux Falls, SD 57104

~~Return to~~:
Wells Fargo Financial Cards
3201 N. 4th Ave.
Sioux Falls, SD 57104

110053033

ALABAMA REAL ESTATE MORTGAGE – LINE OF CREDIT

Maximum Principal Secured: $ 20,000.00

The State of Alabama, Shelby County. Know All Men By These Presents: That whereas, KIM M GREER AND KENT GREER, WIFE AND HUSBAND, Mortgagors, whose address is 6 S FORTY RD, ALABASTER, AL 35007, are indebted on their Credit Card Account Agreement ("Agreement"), payable to the order of Wells Fargo Bank, N.A., 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 MARCH, 2009.

Kim M. Greer (L.S.) ◀ **SIGN HERE**

Kent Greer (L.S.) ◀ **SIGN HERE**

STATE OF Alabama

Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that KIM M GREER AND KENT GREER, 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 9 day of MARCH, 2009.

J Garrett
Notary Public
J GARRETT

MY COMMISSION EXPIRES MAY 25, 2011

20090403000123100 3/3 $47.00
Shelby Cnty Judge of Probate, AL
04/03/2009 01:12:05PM FILED/CERT

Mortgage/Deed of Trust Addendum

Addendum for legal description of mortgage/deed of trust dated, MARCH 9, 2009, KIM M GREER, KENT GREER mortgagor(s):

Legal description:

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 6, ACCORDING TO THE SURVEY OF SOUTH FORTY, A RESIDENTIAL SUBDIVISION, AS RECORDED IN MAP BOOK 11 PAGE 102 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN THE SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO KIM M. GREER FROM JOHN E. MCGIBONEY AND WIFE, EMILY M. MCGIBONEY BY DEED DATED 03/30/95 AND RECORDED 04/05/95 IN INSTRUMENT NUMBER 1995-08702, PAGE N/A IN THE LAND RECORDS OF SHELBY COUNTY, ALABAMA.

Permanent Parcel Number: 224180000002007
KIM M. GREER

6 SOUTH FORTY ROAD, ALABASTER AL 35007
Loan Reference Number : 196874/N670
First American Order No: 40053033
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

kg KG

GREER
40053033
AL
FIRST AMERICAN ELS
OPEN END MORTGAGE

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

NA-1492NOWLINE-1205 (ROC)