

ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT

Maximum Principal Secured: \$10,000.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, JOE G WAID AND WIFE, SHERRY E WAID

whose address is 189 GABLEWOOD RIVE MONTEVALLO, ALABAMA 35115 are indebted on their Credit Card Account Agreement ("Agreement") payable to the order of Dial 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 installment 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 situation in SHELBY County, State of Alabama, to wit:

"THE DESCRIPTION OF THE PROPERTY IS ON A SEPERATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESRIPTION 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 Agreement, and each and every installment 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 installment 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 \$ 10,000.00 (Principal Amount). 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 7TH day of SEPTEMBER 1999

Witness: Heather Cole

Witness: [Signature]

Joe G. Waid (L.S.) SIGN HERE

Sherry E. Waid (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 JOE G WAID AND WIFE, SHERRY E WAID

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 7TH day of SEPTEMBER 1999

[Signature] Notary Public

This instrument was prepared by: HEATHER COLE 1841 MONTGOMERY HIGHWAY STE. 105 SEPTEMBER 30, 2000

Inst # 1999-38604

09/15/1999-38604 09:55 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 HHS 26.00

MY COMMISSION EXPIRES SEPTEMBER 30, 2000

"ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED SEPTEMBER 7, 1999,
JOE G WAID AND WIFE SHERRY E WAID, MORTGAGORS."

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 3,
TOWNSHIP 22 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF
SAID SECTION 3; THENCE IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF
SAID SECTION 3, A DISTANCE OF 448.03 FEET; THENCE 91 DEGREES 15 MINUTES
58 SECONDS LEFT, IN A SOUTHERLY DIRECTION A DISTANCE OF 1117.21 FEET TO
THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE A
DISTANCE OF 564.50 FEET; THENCE 87 DEGREES 57 MINUTES 23 SECONDS LEFT IN
AN EASTERLY DIRECTION, A DISTANCE OF 219.47 FEET; THENCE 91 DEGREES 53
MINUTES 90 SECONDS LEFT, IN A NORTHERLY DIRECTION A DISTANCE OF 564.45
FEET; THENCE 88 DEGREES 06 MINUTES 51 SECONDS LEFT, IN A WESTERLY
DIRECTION, A DISTANCE OF 220.94 FEET TO THE POINT OF BEGINNING; BEING
SITUATED IN SHELBY COUNTY, ALABAMA.

Joe G. Waid
Sherry E. Waid

Inst # 1999-38604

09/15/1999-38604
09:55 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MMS 26.00