

ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT

Maximum Principal Secured: \$20,000.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, JAMES R STAMPS AND WIFE DENISE STAMPS, Mortgagees, whose address is 2413 TITONKA RD BIRMINGHAM, AL 35244 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 Mortgagees 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 Mortgagees, and any extensions, renewals, modifications, refinancings, future advances or additional advances of the Credit Card Account Agreement, the Mortgagees 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 IS ON A SEPERATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST

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10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgagees shall well and truly pay, or cause to be paid, the said Agreement, and each and every instalment thereof when due, and Mortgagee 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 Mortgagees 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 Mortgagees. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgagees further specially waive all exemptions which Mortgagee now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgagees 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 \$20,000.00 (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, Mortgagees have hereunto set their hands and affixed their seals this 24TH day of FEBRUARY, 2000.

Witness: [Signature]
Witness: [Signature]

[Signature] (L.S.) ◀ SIGN HERE
[Signature] (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 R STAMPS AND WIFE DENISE STAMPS 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 24TH day of FEBRUARY, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Apr. 29, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[Signature]
Notary Public

This instrument was prepared by: ERNIE JONSEOF 1841 MONTGOMERY HWY #105 HOOVER, AL 35244

"ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED
FEBRUARY 24, 2000, JAMES R AND DENISE STAMPS, MORTGAGORS."

LOT NO. 10, ACCORDING TO THE SURVEY OF INDIAN VALLEY, FIFTH SECTOR, AS
RECORDED IN MAP BOOK 5, PAGE 100, IN THE PROBATE OFFICE OF SHELBY COUNTY,
ALABAMA. A PARCEL OF LAND BEING THE WEST HALF OF LOT 11, ACCORDING TO
THE SURVEY OF INDIAN VALLEY FIFTH SECTOR AS RECORDED IN MAP BOOK 5, PAGE
100, IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA, ALL
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NW CORNER OF
SAID LOT 11, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTHERLY LINE
OF SAID LOT 11 ALONG THE ARC OF A CURVE HAVING A CENTRAL ANGLE OF 23
DEGREES 31 MINUTES AND A RADIUS OF 173.53 FEET A DISTANCE OF 71.27 FEET;
THENCE FROM THE CHORD OF LAST DESCRIBED CURVE TURN AN ANGLE TO THE RIGHT
OF 98 DEGREES 12 MINUTES 42 SECONDS AND RUN IN A SOUTHERLY DIRECTION A
DISTANCE OF 258.94 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF
SAID LOT 11; THENCE TURN AN ANGLE TO THE RIGHT OF 50 DEGREES 21 MINUTES
39 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LIEN OF
SAID LOT 11 A DISTANCE OF 11.73 FEET TO THE SW CORNER OF THE SW CORNER OF
SAID LOT 11; THENCE TURN AN ANGLE TO THE RIGHT OF 116 DEGREES 15 MINUTES
31 SECONDS AND RUN IN A NORTHERLY DIRECTION ALONG THE WESTERLY LINE OF
SAID LOT 11 A DISTANCE OF 263.48 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF
WAY OF RECORD.

James R. Stamps
Denise Stamps

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