

# 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, ROBERT E EVANS AND WIFE, MICHELE A EVANS, Mortgagees, whose address is 5424 OLD HWY 280 STERRETT, AL 35147, 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 OF THE PROPERTY 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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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 thereunto 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 Mortgageor 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.

Mortgageors further specially waive all exemptions which Mortgageor now or hereafter may be entitled to under the Constitution and laws of this or any other State. Mortgageors 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, Mortgageors have hereunto set their hands and affixed their seals this 23RD day of MAY, 2000.

Witness: [Signature]  
Witness: [Signature]

Robert E. Evans (L.S.) ◀ SIGN HERE  
Michele A. Evans (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 ROBERT E EVANS AND WIFE MICHELE A EVANS, 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, ~~they~~/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23RD day of MAY, 2000.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 29, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Edna W. DeGeorge  
Notary Public

This instrument was prepared by: EDNA DEGEORGE 1841 MTG HWY SUITE 105 HOOVER AL 35244

AL-942NOWLINE-0999 (also used by certain FL, GA, MS, TN branches)

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A PARCEL OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE RUN IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID 1/4 1/4 SECTION LINE FOR A DISTANCE OF 351.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST SAID COURSE FOR A DISTANCE OF 317.94 FEET; THENCE TURN AN ANGLE OF 91 DEGREES 12 MINUTES RIGHT AND RUN A DISTANCE OF 361.42 FEET; THENCE TURN AN ANGLE OF 88 DEGREES 48 MINUTES RIGHT AND RUN A DISTANCE OF 317.94 FEET; THENCE TURN AN ANGLE OF 12 DEGREES 40 MINUTES 30 SECONDS LEFT AND RUN A DISTANCE OF 229.56 FEET; THENCE TURN AN ANGLE OF 104 DEGREES 57 MINUTES 18 SECONDS RIGHT AND RUN A DISTANCE OF 86.98 FEET; THENCE TURN AN ANGLE OF 86 DEGREES 21 MINUTES 42 SECONDS RIGHT AND RUN A DISTANCE OF 221.45 FEET; THENCE TURN AN ANGLE OF 87 DEGREES 26 MINUTES 04 SECONDS LEFT AND RUN A DISTANCE OF 319.62 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

*Robert E. Evans*  
*Michael A. Evans*

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