

ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT

Maximum Principal Secured: \$30,000.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, BARBARA W. HYDE, Mortgagees,

whose address is 1336 3RD AVE SW ALABASTER, AL. 35007-9728 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 SEPARATE FORM ATTACHED TO THIS MORTGAGE/DEED OF TRUST, WHICH DESCRIPTION IS PART OF THIS MORTGAGE/DEED OF TRUST.

Inst # 2000-21866

06/30/2000-21866
10:08 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 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 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 \$30,000.00 (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 28TH day of JUNE, 2000.

Witness: [Signature]
Witness: [Signature]

Barbara W Hyde (L.S.) SIGN HERE
(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 BARBARA W. HYDE

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 28TH day of JUNE, 2000

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

[Signature]
Notary Public

This instrument was prepared by: KEVIN D. QUEEN 1841 MONTGOMERY HIGHWAY STE #105 HOOVER, AL. 35244

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED
JUNE 28, 2000, BARBARA W. HYDE, MORTGAGOR.

LEGAL DESCRIPTION

LOT 16, ACCORDING TO THE MAP OF SURVEY OF KENTON BRANT NICKERSON
SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 53, IN THE OFFICE OF THE
JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SITUATED IN SHELBY COUNTY,
ALABAMA.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF
WAY OF RECORD. EXCEPTING AND RESERVING ALL THAT CERTAIN PROPERTY ACQUIRED
BY D & R TRAIL, INC. FROM GLADYS LEWIS, ALVIN L. CALHOUN, JOYCE BENTLEY,
PHYLLIS WILLIAMS SHELLEY SHAW, GWEN LEWIS BY DEED DATED 12/11/1996
RECORDED 01/16/1997 IN DEED VOLUME 2115 PAGE 301. EXCEPTING AND RESERVING
ALL THAT CERTAIN PROPERTY ACQUIRED BY WILLIE LEWIS FROM G.W. JONES AND
WIFE MAGGIE H. JONES BY DEED DATED 11/17/1945 RECORDED 10/20/1947 IN
DEED VOLUME 301 PAGE 242.

Barbara W. Hyde

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