

ALABAMA REAL ESTATE MORTGAGE - LINE OF CREDIT

4050

Maximum Principal Secured: \$20,000.00

The State of Alabama, JEFFERSON County. Know All Men By These Presents: That whereas, MARIA GARZA AND HUSBAND RAY GARZA, Mortgagors,

whose address is 4880 HWY 18 MONTEVALLO, AL 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 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 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.

07/06/2000-22338
08:07 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HNS 41.00

07/06/2000-22338

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 \$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, Mortgagors have hereunto set their hands and affixed their seals this 29TH day of JUNE, 2000.

Witness: Chris Peterson

Maria Garza (L.S.) SIGN HERE

Witness: _____

Ray Garza (L.S.) SIGN HERE
(If married, both husband and wife must sign)

STATE OF ALABAMA
SHELBY COUNTY COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that MARIA GARZA AND RAY GARZA 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 29TH day of JUNE, 2000.

Janet M. McKinney
Notary Public
Notary Public, Alabama State At Large
My Commission Expires 11-17-2002

This instrument was prepared by: CHRIS PETERSON

Inst # 2000-22338



Norwest Financial
Wildwood Centre
235 Lakeshore Parkway
Homewood, Alabama 35209
205/942-1227

6/29/00

ADDENDUM FOR LEGAL DESCRIPTION OF MORTGAGE/DEED OF TRUST DATED JUNE 29, 00.

4.
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 13 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE WHICH MARKS THE NORTHEAST CORNER OF THE DON AND SANDRA DAVISON PROPERTY SOUTH OF AND ADJACENT TO SHELBY COUNTY NO. 18; THENCE RUN IN A WESTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY NO. 18 A DISTANCE OF 126.87 FEET TO THE NORTHWEST CORNER OF SAID DAVISON PROPERTY; THENCE CONTINUE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY 18 A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING OF LOT DESCRIBED HEREIN; THENCE CONTINUE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID HIGHWAY A DISTANCE OF 157 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE BUD GALLOWAY PROPERTY; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID BUD GALLOWAY PROPERTY 184 FEET TO A POINT; THENCE RUN IN A NORTHEASTERLY DIRECTION 158 FEET; MORE OR LESS, TO POINT WHICH IS 10 FEET

DUE WEST OF THE SOUTHWEST CORNER OF SAID DAVISON LOT; THENCE RUN NORTHERLY TO THE POINT OF BEGINNING.

Maria Garza
MARIA GARZA

RAY GARZA

Ray Garza

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