



MORTGAGE: OPEN-END CREDIT, FUTURE ADVANCE, DUL ON SALE

**EQUITY
AssetLine**

STATE OF ALABAMA
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas Jack Earl Dennis, Jr. and wife Lisa M. Dennis
became jointly indebted to **FIRST ALABAMA BANK, Shelby County, Pelham**
pursuant to an open-end line of credit for an initial advance of **0.00**

(\$ 0.00) Dollars, and for all **FUTURE ADVANCES**, provided, however, that the aggregate amount of all such
shall not exceed **thirty five thousand and 00/100**

(\$ 35,000.00) Dollars, which said **FUTURE ADVANCES** Mortgage is obligated to make pursuant to the terms and conditions of
that certain **EQUITY ASSETLINE AGREEMENT ("AGREEMENT")**, contemporaneously entered into by and between Mortgagee and Mortgagors
herein, the terms and conditions of which are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of all advances made by Mortgagee pursuant to the
ADVANCES made by Mortgagee pursuant to said AGREEMENT, including, without limitation, the said initial advance and all future
indebtedness, now or hereafter owed, by Mortgagors, or any of them, to Mortgagee, and incurred pursuant to said AGREEMENT, the Mortgagors
herein shall not secure any such other indebtedness incurred for personal, family or household purposes, and the Mortgagors shall comply with all the
provisions contained in said AGREEMENT and contained herein, the said

Jack Earl Dennis, Jr. and wife Lisa M. Dennis
("Mortgagors") do hereby grant, bargain, sell and convey unto said Mortgagee the following described real estate:

Shelby County, State of Alabama, to-wit:
Lot 36, according to the Survey of SouthPointe, 9th Series, Tract 7, as recorded
in Map Book 16, page 80, in the Probate Office of Shelby County, Alabama.

Inst # 1995-17259
06/30/1995-17259
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DCK #2 12:30

**FIRST ALABAMA BANK
SHELBY COUNTY
REAL ESTATE DEPT.
P. O. BOX 218
PELHAM, AL 35124**

11. Plural or singular words used herein to designate the undersigned Mortgagee, shall be construed to refer to the singular or plural, as the case may be, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgages shall well and truly pay and discharge the principal and interest on the mortgage and all ADVANCES and FUTURE ADVANCES made under the AGREEMENT which include payments on the mortgage and all other obligations secured by the mortgage and any other indebtedness owed to the Mortgagee by the Mortgages including the full payment of the mortgage and all other obligations secured by the mortgage and shall in all things do and perform all acts and agreements contained in the AGREEMENT and shall be bound by the terms and conditions of the mortgage and the effect hereof, and the Mortgagee actually receives, at the address within the jurisdiction of the Mortgagee, a written receipt to satisfy the mortgage from the Mortgages and all other persons who have the right to execute the mortgage and all other obligations secured hereby, including any and all ADVANCES and FUTURE ADVANCES, then and in that event only, this mortgage shall be and remain null and void and the mortgagee shall not be bound by the terms and conditions of the mortgage or should the interest of said Mortgagee in said property be some endangered by any action or inaction by the Mortgages, or should the Mortgages be in default under the AGREEMENT, then in any of said events the whole of the indebtedness hereby secured by the mortgage, including any and all ADVANCES and FUTURE ADVANCES, shall at once become due and payable and the mortgagee shall have the option to sell the property hereby conveyed and after or without taking such possession to sell the same before the County Clerk of the County in which the property is located, and if the property is situated in two or more counties, to any of the counties, and to publish notice of such sale by publication once a week for three consecutive weeks prior to the date of sale in the official newspaper of the County as required under the Code of Alabama 1975, as amended, and upon the payment of the purchase money and the balance of the principal and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagee a deed conveying the property to the purchaser and the Mortgagee shall apply the proceeds of said sale first, to the expense of advertising, selling and conveying, secondly, to the payment of any amounts that may have been expended or that may then be necessary to expend in carrying out the terms of the mortgage with interest thereon third, to the payment in full of the principal indebtedness and interest thereon, as before the maturity of the mortgage, and fourth, to the date of said sale, but no interest shall be collected beyond the date of sale, and fourth, the balance of the proceeds of said sale shall be paid to or to whomsoever then appears of record to be the owner of said property. The Mortgagee and his heirs, assigns, successors and assigns shall not be bound at any foreclosure sale hereunder.

IN WITNESS WHEREOF, WE have hereunto set our hand and seal this 5th day of June, 1975.

Jack Earl Dennis, Jr.
 Jack Earl Dennis, Jr.
Lisa M. Dennis
 Lisa M. Dennis

This instrument was prepared by:
 NAME Lisa Elliott, Real Estate Dept.
 ADDRESS P O Box 216, Pelham, AL 35124

SOURCE OF TITLE Land Title Co of Alabama

BOOK		PAGE		
Subdivision	Lot	Plan	Alt	Page
QQ	Q	X	1	8

CERTIFICATE
 Check applicable certificate

State of Alabama
 Shelby County
 RESIDENTIAL. Mortgages and Mortgagee herein certify that residential property is conveyed by this mortgage and that the maximum principal indebtedness to be secured by this mortgage at any one time is \$35,000.00 is paid herewith, as allowed by Alabama Code 6-2-22, 23 and 24.
 OR
 NON-RESIDENTIAL. In compliance with Alabama Code 6-2-22(a) (1975), the Mortgagee of this mortgage hereby certifies that the amount of indebtedness presently incurred is upon which the mortgage tax of is paid herewith and Mortgagee agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on each advance is paid into the appropriate office of the Judge of Probate of County, Alabama, not later than each September hereafter or an instrument evidencing such advances as filed for record in the above said office and the governing tax and fee applicable therein paid.

Jack Earl Dennis, Jr.
 Jack Earl Dennis, Jr.
Lisa M. Dennis
 Lisa M. Dennis Mortgagee
 FIRST ALABAMA BANK
 BY *Russ Campbell*
 Russ Campbell
 Asst Branch Manager
 Mortgagee

THE STATE OF ALABAMA,

Shelby COUNTY,

I, the undersigned

hereby certify that Jack Earl Dennis, Jr. and Jean M. Dennis

whose names are signed to the foregoing conveyance and who

day that, being informed of the contents of the conveyance, they

Given under my hand and official seal, this 30th day of June



THE STATE OF ALABAMA,

COUNTY,

hereby certify that

whose name signed to the foregoing conveyance and who

day that, being informed of the contents of the conveyance,

Given under my hand and official seal, this day of

THE STATE OF ALABAMA,

COUNTY,

hereby certify that

of 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 is such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this day of

Inst # 1995-17259

06/30/1995-17259
01:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
D.J. 4.3

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TO
First
Alabama
Bank

MORTGAGE

THE STATE OF ALABAMA,

COUNTY

Office of the Judge of Probate

I hereby certify that the within mortgage was filed

in this office for record on the

day of

at o'clock M., and duly recorded

in Volume of Mortgages, as

and examined

Judge of Probate