

**MORTGAGE: OPEN-END CREDIT, FUTURE ADVANCE, DUE ON SALE**

**EQUITY  
AssetLine**

**STATE OF ALABAMA**  
Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas

Christopher Jason Head and wife, Paula Head  
become justly indebted to **REGIONS BANK, Shelby County**, Alabama ("Mortgagee"),  
pursuant to an open-end line of credit for an initial advance of **None**

(\$ **-0-** ) Dollars, and for all FUTURE ADVANCES, provided, however, that the maximum indebtedness at any one time  
shall not exceed **-----Twenty Thousand Four Hundred and No/100's-----**

(\$ **20,400.00** ) Dollars, which said FUTURE ADVANCES Mortgagee is obligated to make pursuant to the terms and conditions of  
that certain EQUITY ASSETLINE AGREEMENT ("AGREEMENT"), contemporaneously entered into by and between Mortgagors and Mortgagee  
herein, the terms and conditions of which are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and in order (i) to secure the payment of all indebtedness of Mortgagors to Mortgagee  
incurred pursuant to the EQUITY ASSETLINE AGREEMENT, including, without limitation, the said initial advance and any and all FUTURE  
ADVANCES made by Mortgagee pursuant to said AGREEMENT, including any renewals or extensions of same, (ii) to secure the payment of all other  
indebtedness, now or hereafter owed, by Mortgagors, or any of them, to Mortgagee, not incurred pursuant to said AGREEMENT, except that Mortgagors'  
home shall not secure any such other indebtedness incurred for personal, family, or household purposes, and (iii) to secure compliance with all of the  
stipulations contained in said AGREEMENT and contained herein, the said

**Christopher Jason Head and wife, Paula Head**  
("Mortgagors") do hereby grant, bargain, sell and convey unto said Mortgagee the following described real estate in

**Shelby** County, State of Alabama, viz:

see attached Exhibit "A" for legal

Christopher J. Head. C. J. Head and Christopher Jason Head is one and the same.

This is a second mortgage

Inst # 1997-14798

05/12/1997-14798  
02:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MEL 49.10

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**Equity  
AssetLine**

STATE OF ALABAMA  
Shelby  
COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas

Christopher Jason Head and wife, Paula Head  
become justly indebted to **REGIONS BANK, Shelby County**

pursuant to an open-end line of credit for an initial advance of

None

(5 -0- ) Dollars, and for all FUTURE ADVANCES, provided, however, that the maximum indebtedness at any one time shall not exceed -----Twenty Thousand Four Hundred and No/100's-----

(5 20,400.00 ) 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 Mortgage and Mortgage herein, the terms and conditions of which are hereby incorporated by reference.

NOW, THEREFORE, in consideration of the premises and in order (i) to secure the payment of all indebtedness of Mortgage to Mortgage incurred pursuant to the EQUITY ASSETLINE AGREEMENT, including, without limitation, the said initial advance and any and all FUTURE ADVANCES made by Mortgage pursuant to said AGREEMENT, including any renewals or extensions of same, (ii) to secure the payment of all other indebtedness, now or hereafter owed, by Mortgage, or any of them, to Mortgage, not incurred pursuant to said AGREEMENT, except that Mortgage's home shall not secure any such other indebtedness incurred for personal, family, or household purposes, and (iii) to secure compliance with all of the stipulations contained in said AGREEMENT and contained herein, the said

Christopher Jason Head and wife, Paula Head

("Mortgage") do hereby grant, bargain, sell and convey unto said Mortgage the following described real estate in

Shelby  
County, State of Alabama, viz:

see attached Exhibit "A" for legal

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11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, including any and all ADVANCES and FUTURE ADVANCES made under the AGREEMENT (which include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements contained in the AGREEMENT and by them herein agreed to be done according to the tenor and effect hereof, and the Mortgagee actually receives, at the address shown on the Mortgagors' monthly statement issued in connection with the AGREEMENT, a written request to satisfy this mortgage from the Mortgagors and all other persons who have the right to require the Mortgagee to extend ADVANCES, then and in that event only, this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured, including any and all ADVANCES and FUTURE ADVANCES under the AGREEMENT, or any renewals or extensions thereof or any part thereof, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon arising from any action or inaction by the Mortgagors, or should the Mortgagors do or fail to do or perform any other act or thing, that constitutes default under the AGREEMENT, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not at said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in the county wherein the property is located, and, if the property is situated in two or more counties, in any such county, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County as required under the Code of Alabama 1975, as amended, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold, the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee, second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder.

IN WITNESS WHEREOF we have hereunto set our hand(s) and seal(s) this 5th day of May 19 97  
Christopher Jason Head (Seal)  
Paula Head (Seal)  
Mortgagors Paula Head

This instrument was prepared by:

NAME Louise Holland  
ADDRESS P. O. Box 216  
Pelham, Alabama 35124

SOURCE OF TITLE Shelby County Title and Abstract

| BOOK        |     | PAGE    |      |   |
|-------------|-----|---------|------|---|
| Subdivision | Lot | Plat Bk | Page |   |
| QQ          | Q   | S       | T    | R |
|             |     |         |      |   |
|             |     |         |      |   |
|             |     |         |      |   |
|             |     |         |      |   |
|             |     |         |      |   |
|             |     |         |      |   |

#### CERTIFICATE

Check applicable certificate.

State of Alabama

Shelby

County

☒ RESIDENTIAL. Mortgagors 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 \$20,400.00 upon which the mortgage tax of \$30.60 is paid herewith, as allowed by Alabama Code §40-22-2(1)(b) (1975)

-OR-

☐ NON-RESIDENTIAL. In compliance with Alabama Code §40-22-2(2)(b) (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 such advances is paid into the appropriate office of the Judge of Probate of \_\_\_\_\_ County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Christopher Jason Head

Paula Head

Mortgagors

REGIONS BANK

BY

Greg Hammond

TITLE

Columbiana Branch Manager

Mortgagee

THE STATE OF ALABAMA,

Shelby COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State,  
hereby certify that Christopher Jason Head and Paula Head  
whose name are signed to the foregoing conveyance and who are known to me, acknowledged before me on this  
day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date

Given under my hand and official seal, this 5th day of

May

1997

*Conni Porter*

Notary Public

MY COMMISSION EXPIRES OCT. 25, 1998

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_  
whose name \_\_\_\_\_ signed to the foregoing conveyance and who \_\_\_\_\_ known to me, acknowledged before me on this  
day that, being informed of the contents of the conveyance, \_\_\_\_\_ executed the same voluntarily on the day the same bears date

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,  
hereby certify that \_\_\_\_\_  
of the \_\_\_\_\_, a corporation, 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, as  
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 \_\_\_\_\_, 19\_\_\_\_

Notary Public

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TO  
**Regions**  
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 \_\_\_\_\_, 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded

in Volume \_\_\_\_\_ of Mortgages, at page \_\_\_\_\_

and examined.

Judge of Probate.

SCHEDULE A CONTINUED  
LEGAL DESCRIPTION

Commence at the Northwest corner of the NE 1/4 of SE 1/4, Section 25, Township 21 South, Range 1 West; thence proceed South 89 degrees 03 minutes 30 seconds West (MB) along the North boundary of the NW 1/4 of SE 1/4 and NE 1/4 of SW 1/4 Section 25, Township 21 South, Range 1 West for a distance of 2285.43 feet to a point on the West right of way line of Washington Street; thence turn an angle of 100 degrees 18 minutes to the left and proceed South 11 degrees 14 minutes 30 seconds East (MB) along the said right of way line of Washington Street, a distance of 827.98 feet to the point of intersection of the West right of way line of Washington Street and the South right of way line of Pitts Drive; thence turn an angle of 100 degrees 18 minutes to the right and proceed South 89 degrees 03 minutes 30 seconds West (MB) along the South right of way line of Pitts Drive for a distance of 176.51 feet to the point of beginning of the lot herein conveyed; thence continue South 89 degrees 03 minutes 30 seconds West (MB) along the said South right of way line of Pitts Drive for a distance of 140.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and proceed for a distance of 200.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and proceed for a distance of 140.00 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and proceed for a distance of 200.00 feet to the point of beginning. Said lot is lying in the NE 1/4 of SW 1/4, Section 25, Township 21 South, Range 1 West, in the City of Columbiana, Alabama.

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STEWART TITLE  
GUARANTY COMPANY