THIS INSTRUMENT PREPARED BY (Name) YVONNE WELLS , An Employee of Compass Bank
(Address) 701 South 32nd Street, Birmingham, Al 35233

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

EQUITY LINE OF CREDIT MORTGAGE
(Residential Property)

Inst # 1998-12471

NOTICE: This is a Future Advance Mortgage which secures an open-end credit plan which contains provisions allowing for changes in the Annual Percentage Rate applicable to the balance owed under the Account. Increases in the Annual Percentage Rate may result in higher minimum monthly payments and increased finance charges. Decreases in the Annual Percentage Rate may result in lower minimum monthly payments and lower finance charges.

04/10/1998-12471
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCL 81.00

WORDS OFTEN USED IN THIS DOCUMENT

(A) "Mortgage." This document, which is dated April 03, 1998, will be called the "Mortgage."

(B) "Borrower." PAUL FOSTER BLACKSTONE JR AND WIFE BETTY LOU BLACKSTONE

(C) "Lender." Compass Bank will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Alabama or the United States.

Lender's address is 701 South 32nd Street, Birmingham, Al 35233

(D) "Agreement." The "Compass Equity Line of Credit Agreement and Disclosure Statement" signed by Borrower and dated Apr. 03, 1998, as it may be amended, will be called the "Agreement.". The Agreement establishes an open-end credit plan (hereinafter called the "Account") which permits Borrower to borrow and repay, and reborrow and repay, amounts from Lender up to a maximum principal at any one time outstanding not exceeding the credit limit of $ 45,000.00. All methods of obtaining credit are collectively referred to as "Advances".

(E) "Maturity Date." Unless terminated sooner in accordance with the terms of the Agreement, Lender's obligations to make Advances under the Agreement will terminate twenty (20) years from the date of the Agreement. The Agreement permits the Borrower to repay any balance outstanding at the time of termination of the Agreement by continuing to make minimum monthly payments in accordance with the Agreement. This Mortgage shall remain valid after the Maturity Date until all sums owing under the Agreement and this Mortgage are paid in full.

(F) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property".

INTEREST RATE ADJUSTMENTS

The Monthly Periodic Rate applicable to your Account will be the prime rate as published in the **Wall Street Journal**'s "Money Rates" table ("Index Rate") in effect on the last business day of the previous calendar month plus 0.0000 percentage points (the "Annual Percentage Rate") divided by 12. If multiple rates are quoted in the table, then the highest rate will be considered the Index Rate. The Monthly Periodic Rate on the date of this Mortgage is 0.7083 % and the Annual Percentage Rate shall be 8.5000 %. The Monthly Periodic Rate and the Annual Percentage Rate may vary from billing cycle to billing cycle based on increases and decreases in the Index Rate. The Annual Percentage Rate corresponding to the Monthly Periodic Rate does not include costs other than interest. The Annual Percentage Rate applicable to your Account will increase if the Index Rate in effect on the last business day of the calendar month increases from one month to the next. An increase will take effect in the current billing cycle and may result in a higher finance charge and a higher minimum payment amount. The maximum Annual Percentage Rate applicable to the Account shall be 18.0000 % and the minimum Annual Percentage Rate shall be 7.0000 %.

PAYMENT ADJUSTMENTS

The Agreement provides for a minimum monthly payment which will be no less than the amount of interest calculated for the past month.

FUTURE ADVANCEMENTS

The Account is an open-end credit plan which obligates Lender to make Advances up to the credit limit set forth above. I agree that this Mortgage will remain in effect as long as any amounts are outstanding on the Account, or the Lender has any obligation to make Advances under the Agreement.

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the Property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all amounts that I owe Lender under the Agreement, or other evidence of indebtedness arising out of the Agreement or Account.
(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the Property or Lender's rights in the Property; and
(C) Keep all of my other promises and agreements under this Mortgage and under the Agreement.

If I keep the promises and agreements listed in (A) through (C) above and Lender's obligation to make Advances under the Agreement has terminated, this Mortgage and the transfer of my rights in the Property will become void and will end. This Mortgage secures only the promises and agreements listed in (A) through (C) above even though I may have other agreements with Lender.

LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If an Event of Default (as defined below) occurs, Lender may terminate the Account and require that I pay immediately the entire amount then remaining unpaid under the ageement and under this Mortgage. Lender may take these actions without making any further demand for payment. This requirement will be called "Immediate Payment In Full".

At the option of Lender, the occurrence of any of the following events shall constitute an "Event of Default":

(A) Failure by you to meet the repayment terms of the Agreement;
(B) Fraud or material misrepresentation by you in connection with the Account, application for the Account or any financial information requested under Section 15 of the Agreement; or
(C) Any action or failure to act by you which adversely affects Lender's security for the Account or any right of Lender in such security including, without limitation, the failure by you to maintain insurance on the Property as required by this Mortgage, or the voluntary or involuntary sale or transfer of all or part of the Property. Transfer of the Property caused by your death or condemnation shall constitute involuntary transfer under this Mortgage.

If I fail to make Immediate Payment In Full, Lender may sell the Property at a public auction. The public auction will be held at the front or main door of the courthouse in the county where the Property is located. The Lender or its personal representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder at the public auction. The Lender may bid at the public auction, and if the Lender is the highest bidder, the Property will be purchased for credit against the balance due from Borrower.

Notice of the time, place and terms of sale will be given by publishing the notice with a description of the Property once a week for three (3) successive weeks in a newspaper published in the county or counties in which the Property is located. The Lender or auctioneer shall have the power and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at the public auction, and use the money received to pay the following amounts:

(1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;
(2) all amounts that I owe Lender under the Agreement and under this Mortgage; and
(3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Agreement and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Agreement.

DESCRIPTION OF THE PROPERTY

The Property is described in (A) through (J) below:

(A) The property which is located at 115 STRATSHIRE LANE PELHAM, AL. 35214
ADDRESS

This property is in SHELBY County in the State of Alabama. It has the following legal description:

LOT 41, ACCORDING TO THE AMENDED MAP OF THE RESURVEY OF THE FINAL, PHASE III STRATFORD PLACE , AS RECORDED IN AMP BOOK 14, PAGE 38, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALBAMA.

04/10/1998-12471
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
81.00

[If the property is a condominium, the following must be completed:] This property is part of a condominium project known as N/A (called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project:

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";

(D) All rents or royalties from the property described in paragraphs (A) and (B) of this section;

(E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;

(G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Agreement;

(H) All of the rights and property described in paragraphs (A) through (F) of this section that I acquire in the future.

(I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and

(J) All judgments, awards and settlements arising because the property described in paragraphs (A) through (I) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that any sum received by Lender will be applied to any amounts which I owe under the Agreement.

BORROWER'S RIGHTS TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender, and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY AMOUNTS ADVANCED UNDER THE AGREEMENT AND FINANCE CHARGES, AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: all amounts advanced under the Agreement; late charges and other charges as stated in the Agreement and any amounts expended by Lender under this Mortgage.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Agreement and under Paragraph 1 above in the following order and for the following purposes:
(A) First to pay finance charges then due under the Agreement; and
(B) Next, to late and other charges, if any; and
(C) Next, to Lender's costs and expenses, if any; and
(D) Next, to pay any Advances made under the Agreement or payments made under this Mortgage.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien". I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (b) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominium Assessments
If the Property includes a unit in a Condominium Project, I will promptly pay when they are due all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association".

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally
I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.
I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.
I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.
If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.
The amount paid by the insurance company is called "proceeds". The proceeds will be used to reduce the amount that I owe to Lender under the Agreement and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.
The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Agreement and under this Mortgage or to repair or restore the Property as Lender may see fit.
If any proceeds are used to reduce the amount that I owe to Lender under the Agreement, that use will not delay the due date or change the amount of any of my monthly payments under the Agreement and this Mortgage. However, Lender and I may agree in writing to those delays or changes.
If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Agreement and under this Mortgage.

(B) Agreements that Apply to Condominiums
(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy". So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Agreement and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Agreement.

5. **BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE. AND AGREEMENTS ABOUT CONDOMINIUMS**

(A) Agreements about Maintaining the Property and Keeping Promises in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;

(b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium project.

6. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest at the same rate stated in the Agreement, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

7. **LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY**

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment in Full.

8. **CONTINUATION OF BORROWER'S OBLIGATIONS**

My obligations under this Mortgage are binding upon me, upon my heirs and legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Agreement or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Agreement and under this Mortgage unless Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a peron who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Agreement or under this Mortgage, even if Lender is requested to do so.

9. **CONTINUATION OF LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under the Agreement, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment In Full of the amount that I owe to Lender under the Agreement and under this Mortgage.

10. **LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS CONCERNING CAPTIONS**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Agreement and under this Mortgage. However, if one of us does not sign the Agreement, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Agreement or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage

11. **LAW THAT GOVERNS THIS MORTGAGE**

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Agreement. If any term of this Mortgage or of the Agreement conflicts with the law, all other terms of this Mortgage and of the Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Agreement which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

By signing this Mortgage I agree to all of the above.

Paul Foster Blackstone Sr.
PAUL FOSTER BLACKSTONE SR

Betty Lou Blackstone
BETTY/LOU BLACKSTONE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that PAUL FOSTER BLACKSTONE JR AND WIFE BETTY LOU BLACKSTONE, whose name(s) are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of April, 1998.

My commission expires: 10-08-98

Notary Public

Inst # 1998-12871

04/10/1998-12871
10:12 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MEL 81.00