

95-008-061

LOG #1169

4767.4

SOUTHTRUST HOME EQUITY LOAN LINE REAL ESTATE MORTGAGE (Open End Mortgage) STC 52100-REV 10-88

Mortgagors (last name first):

RILEY, MICHAEL R.

2389

Mortgagee:

SOUTHTRUST BANK OF ALABAMA

RILEY, BRENDA C.

NATIONAL ASSOCIATION

5412 CALDWELL MILL ROAD

POST OFFICE BOX 2554

BIRMINGHAM, AL

35243

BIRMINGHAM, AL

35290

City

State

Zip

City

State

Zip

This instrument was prepared by:

CHARLES ANDERSON - HMS

THE STATE OF ALABAMA

POST OFFICE BOX 2233

SHELBY

County

BIRMINGHAM, AL

35201

KNOW ALL MEN BY THESE PRESENTS: That whereas

MICHAEL R. RILEY AND HIS WIFE BRENDA C. RILEY

(whether one or more, hereinafter called "Borrowers") have entered into a SouthTrust Home Equity Loan Line Agreement (hereinafter called "the Agreement" of even date herewith with SouthTrust Bank of Alabama, National Association, of Birmingham, Alabama (hereinafter called "Mortgagee"); that the Agreement is an open end credit agreement under which the Borrowers may borrow, repay, and re-borrow from Mortgagee from time to time so long as the aggregate unpaid principal balance of such loans outstanding from time to time does not exceed the sum of \$ 25,000.00; that the rate of interest payable on such loans made under the Agreement is a variable interest rate which may change each month based on changes in Mortgagee's Base Rate as defined in the Agreement; that the Agreement is an open end credit agreement which will continue in effect until terminated by either the Borrowers or Mortgagee, so that there is no fixed maturity date of loans made under the Agreement; and that the Agreement will continue in effect until terminated even though from time to time there may be no loans outstanding to the Borrowers under the Agreement.

NOW, THEREFORE, in consideration of the Agreement and in order to secure the payment of all loans now or hereafter made to or at the request of the Borrowers named above, or, if more than one Borrower is named, all loans now or hereafter made to or at the request of any one or more of the Borrowers, the payment of all interest and finance charges on such loans whenever incurred, the payment and performance of all obligations of the Borrowers under the Agreement, and compliance with all the covenants and stipulations hereinafter contained, the undersigned

MICHAEL R. RILEY AND HIS WIFE BRENDA C. RILEY

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in SHELBY County, State of Alabama, viz:

SEE ATTACHED SHEET FOR LEGAL DESCRIPTION OF PROPERTY.

STB IS TAKING OUTA SECOND MORTGAGE ON THIS PROPERTY.

Land Title

BOOK 121 PAGE 792

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

JEFFERSON COUNTY

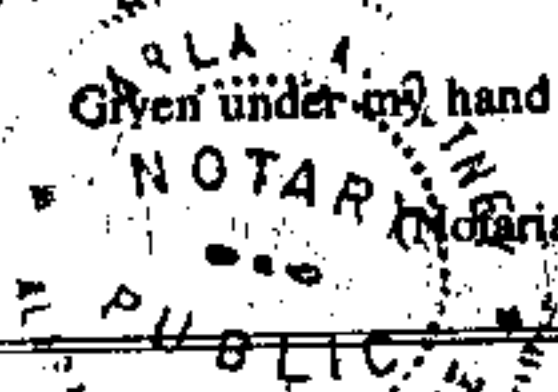
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

MICHAEL R. RILEY AND HIS WIFE BRENDA C. RILEY

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 27TH day of FEBRUARY

19 87



Carla A. Colney
Notary Public
Commission Expires 1999

THE STATE OF ALABAMA,

INDIVIDUAL ACKNOWLEDGMENT

COUNTY

I, the undersigned, 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

(Notarial Seal)

Notary Public

PLEASE RETURN
TO

SOUTHTRUST
HOME EQUITY
LOAN LINE
REAL ESTATE
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.

THEY WERE NOT KNOWN TO ANYONE IN THE AREA AND THE ONLY PERSON WHO HAD BEEN IN CONTACT WITH THEM WAS THE MAN WHO HAD BEEN IN CONTACT WITH THEM.

1. The following information was obtained from the records of the Department of the Interior, Bureau of Indian Affairs, Office of the Commissioner, Washington, D. C., dated 10/10/50:

SCHEDULE C

The land referred to in this Commitment is described as follows:

A part of the East portion of Lot 2, according to the Survey made by Lee Street Estate by Alton Young, in March, 1963, as shown by map recorded in Map Book 4, page 80 in the Office of the Probate Judge of Shelby County, Alabama, which said portion is more particularly described as follows: From the NE corner of Section 22, Township 19 South, Range 2 West, run Westerly along the North boundary line of said Section 22, a distance of 943.09 feet, more or less, to a point in the center of a County Road, being the point of beginning of the lot herein described; thence turn an angle of 78 degrees, 32' to the right and run North 33.28 feet; thence turn an angle of 75 degrees, 11' 20" to the left and run 407.04 feet to the NE corner of Aubrey N. and Elizabeth L. Franklin lot; thence turn an angle of 103 degrees, 57' to the left and run along the East line of said Franklin lot south 148.5 feet; thence turn left an angle of 76 degrees, 03' and run in an Easterly direction a distance of 393.5 feet, more or less, to the center of said County Road; thence turn left an angle of 96 degrees, 30' in a Northerly direction along the center line of said road a distance of 112.0 feet to the point of beginning. This land being a part of the South $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15, Township 19 South, Range 2 West and a part of the N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 22, Township 19 South, Range 2 West. There is excepted however, the dedicated roadway along the East side of said lot.

BOOK 121 PAGE 796

STATE OF ALA. SHERIFF CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 MAR 27 AM 10:03

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Dead Tax	\$	
2. Mfg Tax		<u>37.50</u>
3. Recording Fee		<u>12.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>\$51.00</u>