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... (SEAL)

**	ALAI	BAMA '	TELCO CR	EDIT UN	ION		
STATE OF ALA	BAMA )		·				
JEFFERSON	COUNTY (					•	
	, , , , , , , , , , , , , , , , , , ,						
	EN BY THESE PI ROSE and wife		That whereas,	····	<del> </del>		<del></del>
OOMATTAN N.	ROSE and WIT	e, venila	O. RUSE	<u></u>	<del> </del>		······································
whether one or m	ore) are justly in	ndebted to	Alabama Telco (	redit Union (h	hereinafter vereinafter	called "Mort called "Mort	gagors" gagee")
in the sum of $\underline{Si}$	xty-Two Thou	sand, Fif	ty & No/100 (	62,050,00)			
(\$ 62,050.00) Do And whereas, to secure the pron	. Mortgagor's ag	reed, in in-	omissory Note of curring said inde	even date; btedness, that	this mortg	age should t	oe given
NOW, THERE	FORE, in consid	eration of ti	ne premises, said	Mortgagors, .	· ·		
JONATHAN N.	ROSE and wife	e, VELITA	O. ROSE				
mortgage, do here	aby areat because	·			and all	others execu	rting this
	SHELBY		Convey unto the		_		ti estate
forth along the Easter. and run West of 792.0 feet; The Cight-of-Way line of Sect; Thence turn I win. 24 sec. a Public Road; Thence of 59.16 feet to a Pinterior angle of Sect to the Point of the Point of the Point of Beginning	a distance of 3300 nce turn left of a Public Road eft 91 deg. 18 min nd run West a distant of Curve to 5 deg 58 min; Thence of Tangney; Thence	i.64 feet; The Barbard of the Continue Social	ence turn left 91 d in. 24 sec. and run stinue East along th od run North a dista 66 feet to the East is sec. and run South sing Southerly, said southerly along said f	eg. 18 min. 36 s East a distance e imst described nce of 213.99 fo erly Right-of-No erly along said curve having a Right-of-Way 15	sec. and run of 9.42 feet course a di et; Thence t y line of th Right-of-Way radius of 82	South a distanto to the Easter stance of 216. urn left 88 de e aforemention line a distanto 7.10 feet and stance of 129.	ce 1y 56 g. ed ce an 44
TO HAVE AND TO and for the purpose of when Imposed legally option, pay off the said on said real estate in with companies satisf to promptly deliver as said property insured Mortgagee, or assigns to be credited on said or insurance, shall be by this Mortgagee, and secured and be at one upon condition, amount Mortgagee's and void; but should chereby secured, or assigns in said prope the debt hereby secured, or assigns in said prope the debt hereby secured, or assigns, shalter giving twenty or by publication in som deem best, in front to the highest bidder a reasonable attorned to expend, in paying full, whether the same of sale; and Fourth, agents or assigns made attorney said fee to be a part and the same of sale; and the	of further securing in the said premises, and to further sured against loss of actory to the Mortgade as above specified, as above specified, as above specified, and and payable, however, that if the may have expendent the may be authorized to require the may be subjected, then in any or mortgage be subjected, then in any or mortgage be subjected, then in any or mortgage be subjected, the Courthouse do for cash, and apply by a fee; Second, to insurance, taxes, he shall or shall not the balance, if any, ay bid at said sale at the balance, if any, ay bid at said sale are to said Mortgago of the debt hereby seale, gift, devise, operations of the lapse of any or the lap	ranted proper the payment of and should descure said in age, with loss thereof), or or fall to deligagee or astate of payment of the interest the cost of collecting age or astate of payment of the payment of the proceeds the payment of the proceeds the payment of the payment	efault be made in the indebtedness first abordire, lightning and tooks, if any, payable to a any renewal of said ever said insurance posessid property for said ting same; all amount signs, additional to the toy said Mortgages.	ine undersigned payment of same, we named undersigned in ado for the fair rado for the fair rado for the fair rado for the fair rado for copies to sum, for Mortgage of sum, for Mortgage of same and interest he said Mortgage of at maturity, or stand interest and interest in a same in lots or same in lots or same in lots or thereof) where same in lots or the same in lots	a successors, agrees to pay the said Mortgagee's and it hereof) to said mortgagee's own beautises said mortgage of the mortgage of with or with encumbrance as Maid property is weeks, the times and with or with weeks, the times as Maid property is pended, or the payments of	reirs, and assigned to keep the !mp de insurable 'all de insurable de de insur	resement ortgages or the self collected sesment of self collected sesment ortgages or assignment of self collected sesment of self collected self collected sesment of self collected se
			ed				
			O. ROSE				
barra barras and	their	etura S	and seal, this_	20th	day of	August	
			87				

TETEPPON COUNTY	!
JEFFERSON COUNTY	!
I, the undersigned	
ounty, in said State, hereby certify that <u>JONATHAN</u>	N. ROSE and wife VELITA O. ROSE
·	whose name <u>sare</u> signe
o the foregoing conveyance, and who being know	wn to me acknowledged before me on this day, that being
nformed of the contents of the conveyance	they executed the same volume
arily on the day the same bears date.	
Given under my hand and official seal this	
19 <u>87</u>	
	( by the second
	NOTARY PUBLIC
· •	MY COMMISSION EXPIRES APRIL 7, 1991
STATE OF ALABAMA	,
STATE OF ALABAMA	•
COUNTY )	
	- Al-A Coulding to some days and
1,	, a Notary Public in and for sa
County, in said State, hereby certify that	<u> </u>
	whose name signed to ti
foregoing conveyance, and who being known to n	ne acknowledged before me on this day, that being inform
of the contents of the conveyance	executed the same voluntarily on t
day the same bears date.	
Given under my hand and official seal this	day of
19	-
1 <del>Vun</del> == == !	
	NOTARY PUBLIC

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## ADJUSTABLE RATE MORTGAGE AMENDMENT

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This Adjustable Rate Mortgage Amendment is made this 20th day of August

19 87, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Alabama Telco Credit Union of the same date (the "Note") and covering the property described in the Mortgage and located at 5208 Roy Drive, Helena, AL 35080

Property Address

Modifications. In addition to the covenants and agreements made in the Mortgage, Borrower and Alabama Telco Credit Union further covenant and agree as follows:

## A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 7.75 per cent. The Note interest rate may be increased or decreased on the first day of the month beginning on January 1.

1988, and on that day of the month every six (6) months thereafter. The amount of my payments may be increased or decreased on the first day of the month beginning on January 1, 1988, and on that day of the month every twelve (12) months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of twenty-six (26) weeks, as made avaiable by the Federal Reserve Board. The interest rate will not increase above sixteen (16) per cent per annum, nor decrease below seven and three quarters (7.75) per cent per annum.

If the interest rate changes, the amount of Borrower's payments will change as provided in the Note. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

## B. LOAN CHARGES

BOOK

It could be that the loan secured by the Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Alabama Telco Credit Union may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower.

By signing this, Borrower agrees to all of the above.

STATE OF ALA SHELBY CO.

STATE OF ALA SHELBY CO.

INSTRUMENT WAS FILED My to OF PROSATE

JEFFERSON WORLD OF PROSATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JONATHAN N. ROSE and wife. VELITA O. ROSE whose names are signed to the foregoing conveyance, and who being 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 20th day of August
1987. 1987.

MY COMMISSION EXPIRES APRIL 7, 1991