

1189

Rodolfo R. Allarde  
 Jean S. Allarde  
 397 Cahaba Valley Road  
 Helena, AL 35080

**MORTGAGOR**  
 "I" includes each mortgagor above.

This instrument was prepared by  
 (Name) Nenia Cagle  
 (Address) 213 N. 20th Street

**ALABAMA FEDERAL SAVINGS  
 & LOAN ASSOCIATION**  
 213 N. 20th Street  
 Birmingham, AL 35203

**MORTGAGEE**  
 "You" means the mortgagee, its successors and assigns.

**REAL ESTATE MORTGAGE:** For value received, I, Rodolfo R. Allarde and wife, Jean S. Allarde, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on May 12, 1988, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements, together with all fixtures, appliances, machinery, equipment and other articles of personal property at any time installed in, attached to, or situated in or on the real estate, or the buildings and improvements to be erected on the real estate, or to be used or intended to be used in connection with the real estate, or in the operation of the buildings, improvements, plant, business or dwelling on the real estate, whether or not the personal property is or shall be affixed to the real estate (all of which is called the "property").

**PROPERTY ADDRESS:** 397 Cahaba Valley Road, Helena, Alabama 35080  
 (Street) (City) (Zip Code)

**LEGAL DESCRIPTION:**

Lot 2, Block 2, in Indian Springs Ranch according to the Survey of Indian Springs Ranch, as recorded in Map Book 4, page 29, in the Probate Office of Shelby County, Alabama.

located in Shelby County, Alabama.

**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and Prior Mortgage to Home Federal Savings & LOAN Association as recorded in Volume 294, page 768

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.)

☐

☐ **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

☒ **Revolving credit loan agreement dated May 12, 1988**. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on May 17, 2008 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Fifty Thousand Dollars and 00/100 Dollars (\$ 50,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☒ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☒ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

**TERMS AND COVENANTS:** I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

☐ Commercial ☐ Construction ☐

**SIGNATURES:**

Rodolfo R. Allarde (Seal)  
 Rodolfo R. Allarde

Jean S. Allarde (Seal)  
 Jean S. Allarde (Seal)

**WITNESSES:**

**ACKNOWLEDGMENT:** STATE OF ALABAMA, Jefferson County ss:

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Rodolfo R. Allarde and wife, Jean S. Allarde

Individual

whose name(s) 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.

Corporate

whose name(s) as \_\_\_\_\_ of the \_\_\_\_\_ of the \_\_\_\_\_ 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 this the 12th day of May, 1988

My commission expires:

Cindy E. Jeter  
 (Notary Public)

**ALABAMA**

## COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration.** If I fail to make any payments when due, or break any covenants under this mortgage or any obligations secured by this mortgage, or sell or transfer the property without your prior written consent, you are authorized to take possession of the mortgaged property, and with or without taking possession of said property after advertising the time, place and terms of sale, for three successive weeks immediately prior to sale thereof in some newspaper published in the county in which the property is situated, proceed to sell the property covered by this mortgage in lots or parcels or en masses as you, your agents or assigns deem best, at the courthouse door in the county in which the mortgaged property or a part thereof is situated. If the mortgaged property is situated in Jefferson County, Alabama the sale will be conducted at the door of the courthouse of the Jefferson County, Alabama, in Birmingham, 21st Street entrance, at public outcry, to the highest bidder for cash, the proceeds of sale to be applied first to the payment of any liens for taxes, assessments or other prior charges against the property and second to the payment of expenses of sale, including the costs of advertising and reasonable attorney's fees, together with the cost of executing and recording deeds to the purchaser. Thirdly, any balance shall be applied to the payment of the indebtedness owed you and secured by this mortgage. You are hereby authorized to bid for and become the purchaser of the property at any such sale, and we do hereby authorize your attorney making the sale to execute deed to the purchaser of the property covered by this mortgage.

7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.

9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

18. **Due-On-Sale.** Without your prior written consent, we will abstain from and will not cause or permit any sale, exchange, transfer or conveyance of all or any part of the mortgaged property or any interest therein, voluntarily or by operation of law. Upon any such sale, exchange, transfer or conveyance all sums owed and secured by this mortgage, shall, at your sole option and discretion, become immediately due and payable and, in such event, you may exercise remedies provided in paragraph 6 above.

Rodolfo R. Allarde  
Jean S. Allarde  
397 Cahaba valley Road  
Helena, AL 35080

Borrower's Name and Address  
"You" means each borrower above, jointly and severally.



Savings and Loan Association  
201 OFFICE PARK DR., P.O. BOX 11674  
BIRMINGHAM, ALABAMA 35202-1674

Lender's Name and Address  
"We" or "us" means the lender named above.

No. 7831313955	Minimum Advance \$ 100.00	Triggering Balance \$ N/A
Date May 12, 19 88	Payment Date: 15th day	Billing Cycle: Ends the last day
Trans. Acct. # 7831313955	of every month	of every month
Line of Credit \$ 50,000.00		

#### HOMEOWNER'S CASH RESERVE

**GENERALLY:** When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this plan, plus unpaid finance charges which have accrued, plus credit insurance premiums which are due. The term "transaction account" means the account you have with us, the account number of which is listed at the top of the form on the line labeled "Trans. Acct. #". The term "Line of Credit" means the maximum amount we will ordinarily allow the unpaid principal of your loan account balance to be at any one time.

If any term in this agreement violates any law or for some other reason is not enforceable, that term will not be a part of this agreement. The other terms in this agreement will remain effective, however. This agreement is subject to the laws of the state of Alabama.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:

- request in person that you be advanced directly an amount at least as large as the minimum advance listed above.
- write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge, we will apply a periodic rate or rates from time to time to the "average daily balance" of your loan account for the period to which the rate applies. The "average daily balance" is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums.) Then we add any new advances made that day. This gives us the daily balance. Then we add up all the daily balances for the applicable period and divide the total by the number of days in the applicable period. This gives us the "average daily balance" for the applicable period. The "applicable period" is the unit of time during which the interest rate in effect remains constant. The periodic rate disclosed below assumes an "applicable period" of one month.

The periodic rate of FINANCE CHARGE today is 0.02 %, which is equal to an ANNUAL PERCENTAGE RATE of 10.48 %.

The annual percentage rate may change, and will always be 3.25 % above the following "base rate": One Year Treasury Bill based on weekly Auction Average. The annual percentage rate may increase if this "base rate" increases. An increase will take effect immediately upon Base Rate changes. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic payment amount. The annual percentage rate can increase more often than once a month. A decrease will have the opposite effect of an increase disclosed above.

Any time your finance charge would be greater than zero, but less than 50¢, we will charge a minimum monthly finance charge of 50¢.

**HOW YOU REPAY YOUR LOANS:** On or before each payment date (see top of form) you must make a minimum payment to reduce your debt. The minimum amount is 1 1/2% of your loan account balance on the last day of the billing cycle or \$50.00, whichever is greater. If your loan account balance on a payment date is less than the minimum amount, you must pay only the amount of your loan account, however, in no case shall your payment reduce the amount owed below the required minimum balance.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment. The amounts you pay will first reduce the amount owed (if any) for credit insurance, then will reduce the finance charges, and finally will reduce the amount of unpaid loans. All payments mailed to reduce each equity line should be sent to P.O. Box C-459, Birmingham, Alabama 35283-0459. Payments will also be accepted at any Alabama Federal Branch Location.

☐ You authorize us to automatically withdraw your payment from your transaction account on each payment date. If the amount of funds held in the transaction account is not sufficient to take care of the total monthly payment, the customer will make up the difference.

**SECURITY:** To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account). However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) dated May 12, 19 88 in the following property, described by item or type:

Lot 2, Block 2, in Indian Springs Ranch according to the Survey of Indian Springs Ranch, as recorded in Map Book 4, page 29, in the Probate Office of Shelby County, Alabama.

☒ If checked, collateral securing other loans you have with us may also secure loans under this agreement.

You may buy property insurance from anyone you want who is acceptable to us, or you may provide the insurance through an existing policy. If you buy the insurance from or through us, your premium will be N/A

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed to the right are applied to principal balance at month end to determine the premium you owe for each month subject to final payment by the credit insurance company

Single  
You ☒ do ☐ do not want credit life  
You ☐ do ☐ do not want credit disability  
You ☐ do ☐ do not want  
Type 1.54 Per \$1000

x Rodolfo R. Allarde Jean S. Allarde

**CHANGING THE TERMS OF THIS AGREEMENT:** We reserve the right to change any term of this agreement. However, no change will be effective until at least 15 days after we send written notice to you of the change. We will send the notice to your address listed above. (You should inform us of any change in address.) Such changes in the terms of this agreement may include, but shall not be limited to, changes in minimum payment amount, use of an index for the "base rate" different than the current base rate index, changes in annual percentage rate (including margin above the base rate), or any terms repayment including maturity date of the loan.

**ADDITIONAL FEES:** You agree to pay a membership fee of \$40.00 per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

- I agree to pay a late charge equal to 5% of the monthly payment if paid after 25th of each month, but not less than \$.50 and not more than \$100.00.
- You also authorize us to bill you for miscellaneous fees for costs we incur in processing your account. These fees are governed by State Law, and include but shall not be limited to check issuance charge, return check fee, wire transfer fee and any additional charges incurred by us in periodic review of your account. (These fees will be added to your loan account balance when incurred by us).

- The following are closing costs:
  - ☐ appraisal fee \$
  - ☐ title search fee \$
  - ☐ document fees \$
  - ☐ official fees \$

- ☐ property survey \$
- ☒ title insurance \$ 223.00
- ☐ filing fees \$ 83.50
- ☐ (other) \$

**ATTORNEY'S FEES:** If you default on this agreement and we retain the services of any attorney to collect what you owe under this agreement, you agree to pay a reasonable attorney's fee not to exceed 15% of the unpaid debt after default. However, if the unpaid debt does not exceed \$300.00, you not agree to pay our reasonable attorney's fees.

**NOTICE:** See the reverse side for additional terms and for information about your rights in the event of a billing error.

**SIGNATURES:** By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

By: [Signature] ALABAMA FEDERAL SAVINGS AND LOAN ASSOCIATION

Signature: [Signature]  
Signature: [Signature]