

518

ADJUSTABLE RATE MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS MORTGAGE, made and entered into this 30th day of
June, 19 88 by and between _____

Douglas L. Key, a married man
(hereinafter referred to as "Mortgagor", whether one or more),
and Jefferson County Teachers' Credit Union, 2120 12th Avenue
North, Birmingham, Alabama, 35234, (hereinafter referred to as
"Mortgagee").

WITNESSETH:

WHEREAS, the said Mortgagor is justly indebted to Mortgagee
in the sum of One Hundred Fifteen Thousand and no/100-----
(\$ 115,000.00) Dollars as evidenced by an Adjustable Rate
Mortgage Note (Promissory Note) of even date herewith which bears
interest as provided therein which is payable in accordance with
its terms.

NOW, THEREFORE, in consideration of the premises, and to
secure the payment of the debt evidenced by said Promissory Note
and any and all extension and renewals thereof, or of any part
thereof, and any additional interest that may become due on any
such extensions and renewals, or any part thereof (the aggregate
amount of such debt, including any extensions and renewals and
interest due of even date herewith which bears interest as pro-
vided therein which is payable in accordance with its terms).

NOW, THEREFORE, in consideration of the premises, and to
secure the payment of the debt evidenced by said Promissory Note,
the Mortgagor does hereby grant, bargain, sell and convey unto
the Mortgagee, the following described real estate, situated in
Shelby County, Alabama (said real estate being
hereinafter called "Real Estate"), to-wit:

See attached Exhibit "A" for legal description.

The above subject property does not constitute a part of the
homestead of the mortgagor and his spouse.

Together with all the rights, privileges, tenements, appurtenan-
ces fixtures and improvements appertaining to the Real Estate,
all of which shall be deemed Real Estate and shall be conveyed by
this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its
successors and assigns forever. The Mortgagor covenants with the
Mortgagee that the Mortgagor is lawfully seized in fee simple of
the Real Estate and has a good right to sell and convey the Real
Estate as aforesaid; that the Real Estate is free of all
encumbrances, except the lien of current and valorem taxes, the
hereinafter described First Mortgage and any and all encumbrances
expressly set forth above; and the Mortgagor will warrant and
forever defend the title to the Real Estate unto the Mortgagee,

Douglas Key

against the lawful claims of all persons, except as otherwise herein provided.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and in such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the debt. The original policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled without the insurer giving at least ten days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire debt due and payable, the mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the then current mortgage rate at said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change

or grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorney's fees, on the debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Adjustable Rate Mortgage Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Adjustable Rate Mortgage or the Adjustable Rate Mortgage Note conflict with applicable law, such conflict shall not affect any other provisions of this Adjustable Rate Mortgage or the Adjustable Rate Mortgage Note which can be given effect. It is agreed that the provisions of the Adjustable Rate Mortgage and the Adjustable Rate Mortgage Note are severable and that, if any one or more of the provisions contained in this Adjustable Rate Mortgage or in the Adjustable Rate Mortgage Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; this Mortgage shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit any waste thereon, and at all times to maintain such improvements in as good conditions as they are, reasonable wear and tear excepted.

If all or any part of the Real Estate or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

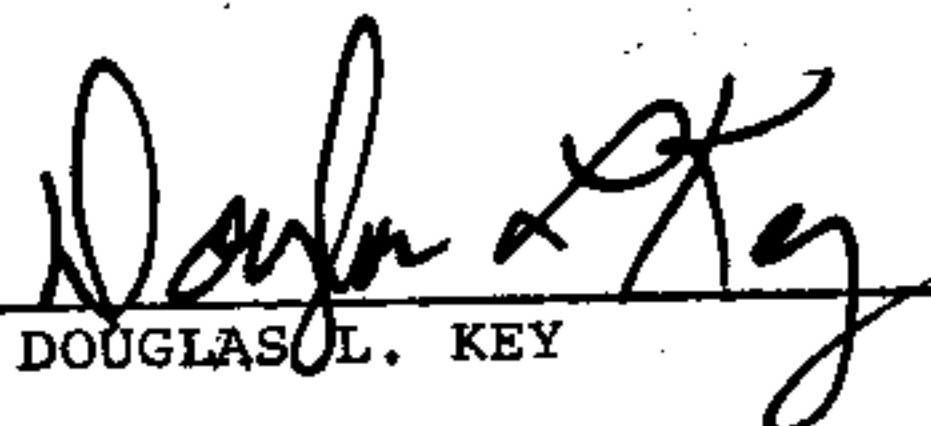
The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any part, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

paid to party or parties appearing of record to the owner of the Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgagor agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

 (SEAL)
DOUGLAS L. KEY

(SEAL)

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Douglas L. Key, a married man, whose name(s) is (xxx) signed to the foregoing instrument, and who is (xxx) known to me acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of
June, 19 88.

Alaine M. Heyburn
NOTARY PUBLIC

My Commission Expires: 10/31/91

THIS INSTRUMENT PREPARED BY:

(NAME)

DOUGLAS L. KEY, ATTORNEY AT LAW

2100 11th Avenue North

(ADDRESS)

Birmingham, Alabama 35234

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DOUGLAS KEY, ATTORNEY
RETURN TO: 2100 - 11TH AVENUE NORTH
BIRMINGHAM, AL 35234

MORTGAGE DEED

STATE OF ALABAMA)

COUNTY OF)

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 _____ and was duly
o'clock _____ M., and was duly
recorded in Volume _____
of Mortgages at page _____,
and examined.

JUDGE OF PROBATE

EXHIBIT A

part of the SE 1/4 of the NW 1/4 of Section 23, Township 21, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the NE corner of said 1/4 1/4 section, which is the NW corner of Lot 4, Block 4, Green Valley, 4th Sector, as recorded in Map Book 7, Page 10, in the Probate Office of Shelby County, Alabama and run in a Southerly direction along the East line of said 1/4 1/4 section, which is the West line of said Green Valley, 4th Sector, for a distance of 954.48 feet, which is 129.48 feet South of the NW corner of Lot 10, Block 4, of said Green Valley 4th Sector; thence turn an angle to the right of 93 deg. 10 min. 55 sec. and run in a Westerly direction for a distance of 783.04 feet; thence turn an angle to the right of 78 deg. 11 min. 4 sec. and run in a Northwesterly direction for a distance of 72.76 feet; thence turn an angle to the left of 79 deg. 05 min. 53 sec. and run in a Westerly direction for a distance of 401.31 feet to a point on the East right-of-way line of Alabama Highway No. 119; thence turn an angle to the right of 80 deg. 19 min. 16 sec. and run in a Northwesterly direction along said East right-of-way line for a distance of 640.35 feet, more or less to the SW corner of the Sarris property as established in a survey of William Egan in July, 1977; thence turn an angle to the right of 100 deg. 34 min. 05 sec. and run in an Easterly direction along the South line of the Sarris property as shown on said survey by William Egan for a distance of 962.95 feet; thence turn an angle to the left of 93 deg. 09 min. 27 sec. and run in a Northerly direction for a distance of 250.95 feet; thence turn an angle to the right of 91 deg. 46 min. 02 sec. and run in an Easterly direction for a distance of 315.00 feet to the point of beginning, being situated in Shelby County, Alabama. Subject to a 40.95 foot strip for road right of way along the North property line as shown by survey of Lawrence D. Weygand dated December 3, 1979.

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STATE OF ALA. SPECIAL
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JUL 11 AM 10:08

Thomas C. Thompson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$17.50
Index Fee	1.00
TOTAL	\$18.50