BIRMINGHAM, AL 35202			
	NOTICE :	r	اردو محاد من محاد فرد الماد الم
THE NOTE WHICH IS SECURED	BY THIS MORTGAGE CONTAINS A PROVISION WHICH PROVI TEREST RATE MAY RESULT IN AN INCREASE IN THE NUMB	DES FOR A CHANGE IN T	THE INTEREST
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RATE. AN INCREASE IN THE IN	TEREST RATE MAY RESULT IN AN INCREASE IN THE AMOU	NT OF EACH MONTHLY	PAYMENT.
STATE OF ALABAMA	and the state of t		r i karana karana Kanana karana
COUNTY OF		•	
SHELBY			
	ADJUSTABLE RATE MORTGAGE		1.5
mongagee	AM CREDIT UNION		
	AVENUE NORTH		<u> </u>
Mortgagee's Address	EDDAL A CINCLE HOMON		
morrage Meritals	MERON, A SINGLE WOMAN		
Date Mortgage Executed:	1700	·	····
Principal Sum: \$\$78.625.		MBER 10, 2003	la <u>" </u>
	SHELBY	· 4	r te r
County Where the Property is Situated:			
First Mortgage Recorded In	pageN/A. First Mortgage was Assigned		page _N/A
THIS ADJUSTABLE RATE MORTGAGE, made	and entered into this day as stated above as "Date Mortgaga Executed," by and between t	the above stated "Mortgage(s)" (her	einafler referred to 86
"Mortgage", whether one or more) and the above			196
	WITNESSETH: to Mortgages in the above stated "Principal Sum" together with any advances herein	after provided, lawful money of the	United States, which
WHEREAS, said Mortgagor, is justly indebted indebtedness is evidenced by a Promissory Note paid, due and payable on the above stated "Mat	OI 8469 Giff Unio Milt Milt Designation in the Property of the Paris (1) 10 10 10 10 10 10 10 10 10 10 10 10 10	cordance with its terms, with the en	tire Debt, if not soone
NOW, THEREFORE, In consideration of the pr	remises and of said indebtedness and in order to secure prompt payment of the same at renewals thereof, or of any part thereof, and any other amounts that the Mortgages of btedness, and any additional interest that may become due on any such extensions, respectively called "Debt") and	rits successors or assigns may adv	ance to the Mortgago
amount of such debt, including any extensions, removing agor does hereby grant, bargain, sell and TO HAVE AND TO HOLD the rest estate unto rights, privileges, tenements, appurtenances, rendefinding replacements and additions thereto she and shall be coveyed by this Mortgage. The Mortgagor covenants with the Mortgages is Estate is free of all encumbrances, except as state.	enewals, and any additional interest that may become due of any storic exercises, enewals, advances and interest due thereon, is hereinafter collectively called "Debt") and convey unto the Mortgages, the reat estate described in "Exhibit 'A" and situated in the Mortgages, its successor and assigns forever, together with all the improvements now its, royalties, mineral, oil and gas rights, water, water rights and water stock and all fixturall be deemed to be and remain a part of the reat estate covered by this Mortgage; and all that the Mortgager is lawfully seized in fee simple of the Reat Estate and has a good right to so herein and the Mortgager will warrant and forever defend the title to the Reat Estate of the Reat Estate.	the county stated above. wor hereafter prected on the real eases now or hereafter attached to the roof the foregoing are hereinafter referentiations.	iste and all easement: real estate, all of which reed to as "Real Estate aloresaid; that the Rea
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For the purpose of securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, fines and other liens which may attain priority over this Mortgage (hereinafter jointly called "Liens"), when imposed tegally upon the Real Estate and if default is made in the payment of the Liens, or any part thereof, the Mortgages, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and by such companies as may be satisfactory to the Mortgagee, against toss by fire, vandalism, maticious mischiel 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 insurance 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 Mortgages. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Oebt, each and every policy of hezard 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 of the Mortgagor's right, title and the Mortgagor's ri interest in and to any premiums paid on such hazard insurance, including all rights to returned 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 hereinalter 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 Mortgages for insurance or for the payment of Liens shall become a debt due by the Mortgages and stonce payable without demand upon or notice to the Mortgager, 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 rate of interest provided for in the Promissory Note. 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 fleal Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of 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 Mortgages 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 Mortgages elects, or, at the Mortgages'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. And the State Burney Cold Court

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or the Promissory Note which can be given effect. His agreed that the provisions of the Mortgage and the Promissory Note are severable and that, if one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegably, 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. If enactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this Mortgage unenforceable according to its terms. Mortgages, at its option, may require the immediate payment in full of all sums secured by this mortgage and may invoke any remedies permitted hereunder.

हु १ दृष्ट पुरुषे के १८ हो कि हैं से से हिस्स अहे के प्राप्ति हैं। उस हैं The Mortgagor agrees to keep the Real Estate and all Improvements located thereon in good repair and further agrees not to commit waste or permit impairment or deterioration of the Real Estate. and at all times to maintain such improvements in as good condition 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 Mortgagoe'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 Mortgagea shall request.

The Mortgagor agrees that no delay or failure of the Mortgages to exercise any option to declare the Debt due and payable shall be deamed a waiver of the Mortgages'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 shall 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 duty authorized representatives.

After default on the part of the Mortgages, the Mortgages, upon bill filled 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 party, 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 ស្ត្រាស់ ស្ត្រាស់ ស្ត្រីស្ត្រី ស្ត្រីស្ត្រាស់ ស្ត្រីស្ត្រ ស្ត្រាស់ ស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្រីស្ត្ powers as may be deemed necessary.

Upon request of Mortgagor (separately or severally, if more than one), Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to Mortgagor (separately or severally, if more than one). Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are received hereby.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which debt includes the indebtedness evidenced by the Promissory Note hereinabove referred to end any or all extensions and renewals thereof and advances and any interest due on such extensions, renewals and advances) and all other indebtedness secured hereby and reimburses the Mortgagee for any amounts the Mortgages has paid in payment of Liens or Insurance premiums, and Interest thereon, and fulfills all of Mortgagor's obligations under this Mortgage, this conveyance shall be not and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage; (3) default is made in the payment to the Mortgages of any sum paid by the Mortgages under the authority of any provision of this Mortgage; (4) the Debt, or any part thereof, remains unpaid at majurity; (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance; (6) any statement of lien is filled against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based. (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by vitrue of which any tax tien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contelled in this Mortgage is declared levelid or inconstraint by any of the stipulations contelled in this Mortgage is declared levelid or inconstraint by any of the stipulations contelled in this Mortgage is declared levelid or inconstraint by any of the stipulations. stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor or any of them (a) shall apply for or consent to the appointment of a 🚭 receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy. (c) fall, or admit in writing such Mortgagor's inability, generally to pay such Mortgagor's debts as they come due. (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of, or consent to, or default in answering a petition filed against such Mortgagor in any bankruptcy, reorganizing; or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgages shall be authorized to take possession of the Real Estate and, aftergiving notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, a I public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale and any unearned interest shall be credited to the Mortgagor; and fourth, the balance, if any, to be paid to party or parties appearing of record to the owner of the Real Estate and 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 thereof. 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 Mortgages may elect. The Mortgages agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgages in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or altempting 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 incured 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 sate hereunder, the Mortgages, 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. Mortgagor waives all rights of homestead exemption in the Real Estate and relinquishes all rights of curtesy and dower in the Real Estate.

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discreting rotation (III).

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 convenants 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 Mortgages, shall inure to the benefit of the Mortgages's successors and assigns.

*Stephen Trimmier, 1986, All Rights Reserved.

 ii de Maria de la Section de la constitución NOTE TO CLERK OF COURT: Mortgages certifies that if at any point this mortgages is assigned to a non-tax exempt holder that such Holder will comply with Alabama Code §40-22-2(2)(b)(1975).

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EXHIBIT "A"

LOT A, BLOCK 3, ACCORDING TO THE SURVEY OF RIVERWOOD, FIRST SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, OLABAMA.

EDIE CAMERON

STATE TEALA, SHELDE LAND THE STRUMENT WAS FILLED

88 SEP -7 AM 10: 37

HINGE OF PROBATE

1. Dead Tax \$

2. Mtg. Tax

Exempt

3. Recording For 7.50

4. Indexing Fee 1.00.

TOTAL <u>8.50</u>