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ALABAMA TELCO CREDIT UNION

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ATE. INCREASES ! HIS IS A FUTURE MORTGAGEE UNDE	ADVANCE IR THE TER	MORTGAGE RMS OF A C	AND THE PROPERTY AGREEM	ICEEDS OF	EN THE M	OF TITLE	ND THE MORT	GAGOR (B	ORROWER) N	AMED HERE	in.
STATE OF ALA)	294	OOKCE	OF ITTE					4.8%
COUNTY OF	SHI	ELBY ')			OF CRE	DIT MO	DTGAG	F		
A!	LABAMA	TELCO	uusta Pi	E-HAIE ION	LINE	OF CRE	DII WIO	1849 0	TA DR.,	BIRMIN	GHAM, AL
Mortgagee:				<u> </u>		мопдадее в	VD01889		<u> </u>	·	
Mortgagor(e):	LEVIS		INKO AND	ATLE, W	Oct	ober 13,	1989	<u> </u>	Octobe	r 13, 2	9 09
credit Limit \$	————		Date Mortgage B	xecuted:	<u> </u>	<u> </u>	Maturity	y Date:	<u> </u>	<u> </u>	· · ·
County-Where the F	Property is \$	Bituated:	SHE	.BY	78A				15		546
· _	-1-415	3	· 	pege	254	First Mortgag	e was Assigne	d In		pag	•
irst Mortgage Reco				wa as "Date Mo	rigage Exec	uted," by and bety	veen the above s	teted "Mortgac	or(s)" (hersinal)	er called the "M	origegor", whether
THIS INDENTURE IS no or _{ali} noral and the e	above stated	"Mortgagee" w	hose address is sta	ded above as "l	Mortgagee A	MICHES."					
τ,					Rec	itals					
A. The Secured Lin	a at Coudit 1	The "Morigage	or". (whather one of	more) la now or	r may becom	ne in the luture ju	etly indebted to t	he Morigagee	in the maximum	principal amou ad. "HomeLine"	int as stated above. Credit Agreement".
as "Credit Limit." This i	(VOSDISGUSSS	is eylogiiced o	Agraement Amuides	s tor an open-en	id credit plan	n pursuant to which	of the Borrower of the Court of	nay borrow an	d repay, and reb	OTTOW and repay	amounts from the
ol even date. (the "Cre Mortgagee up to a ma B.: Rate and Paymer	iximum bylucit iqii Agreemeni	pel amount st	any one time outsta	nding not excee	ding the Cr	edit Limit.	hetence outstand	šina from time	to time under the	Credit Agreeme	ent at an edjustable
□ Deta end Paymer	ni Changes, 1	The Credit Agre	ement provides for I	tateure custines	to be compe		X.		and all auseen not	able thereunder	forincipal, interest.
annual percentage rate C. Maturity Date. If expenses and charges	not sooner (er	mingted as set	forth therews, the Co	redit Agreement	will terminete	e on the date state	d above as the "N	Waturny Dene ,	#IIO Su #CIUS P#		*
Who inco our author											
					Agre	ement					
,	. le esseidara	tion of the pres	nises and to secure	the payment of i	(a) all edverx	ement ces heretolore or f	rom time to time	hereefter mad	e by the Mortgag	ee to the Borrow arries payable fo	ver under the Credit rom time to time on
NOW, THEREFORE	terelan or Jan			MANAGEMENT STREET, ST. S.	(a) all advant at any one ti	oes heretofore or f ime outstanding n					
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replacements and additions thereto shall be deemed to be and remain a part of the real estate covered by this Mortgage; and all of the foregoing are hereinafter referred to as "Real Estate" and shall be conveyed by this Mortgage... ALABARA TERPO CREDIT THLON

The Mortgagor covenants with the Mortgages that the Mortgagor is lewfully selzed in fee simple of the Real Estate and has a good right to self and convey the Real Estate as aforesaid; that the Real Y Estate is free of all encumbrances, except as stated herein and the Mortgagor will warrant and forever defend the fittle to the Real Estate unto the Mortgagee against the lawful blaims of all persons, except as otherwise herein provided. Stude Albertals Jualion 18816

This Mortgage is junior and subordinate to that certain Mortgage if stated above as "First Mortgage". If there is such first mortgage it is recorded in the Probate Office in the County where the property is situated (hereinafter called the "First Mortgage"). It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of the First Mortgage, the Mortgagee shall have the right without notice to anyone, but shall not be obligated, to pay part or all of whatever amounts may be due under the terms of the First Mortgage, and any and all payments so made shall be added to the Debt secured by this Mortgage and the Debt (including all such payments) shall be immediately due and payable, at the option of the Mortgages, and this Mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgages the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgages may request from time to time.

For the purpose of further 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 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 by such companies as may be setisfactory to the Morigagee, 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 Mortgages, 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 Mortgages until the Oebt is paid in full. The original theurance 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 carcellation to the Mortgages. The Mortgages hereby assigns and pledges to the Mongagee, 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 bir buch hazard indurance Anciuding all agets to return premiums. If the Mortgagor fails to keep the Field Estate indured as specified above them, at the election of the Mortgagoe 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 lose, for its own benefit the proceeds from such insurance (less cost of collecting learne), if delicated up 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 blens shall become aided the by the Mortgagor to the Mortgages and at once payable without demand upon or notice to the Mortgagor, and shall be sectived by the tien 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 Credit Agreement. The Mortgagor agrees to pay promptly when due the principal and interest of the Debt and keep and perform every other coversant and agreement of the Credit Agreement secured hereby.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgages, the following designed property rights, claims, rents, profile, issues and revenues:

All rents, profits, issues, and revenues of the Resi Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mongagor 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 Rasi 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 therefo, 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 fleu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behilf of and in the name of the Mortgagor to execute and deliver valid acquittances for, or 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 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 regions 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 Credit Agreement of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect any other provisions of this Mortgage or the Credit Agreement which can be given effect. It is agreed that the provisions of the Mortgage and the Credit Agreement are severable and that, if one or more of the provisions contained in this Mortgage or in the Credit Agreement 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, Illegat or unenforceable provision has never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of the Credit Agreement 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.

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.

Notwithstanding any other provision of this Mortgage or the Credit Agreement, this Mortgage shall be deemed to be in default and the Debt shall become immediately due and payable at the option of the Mortgages, upon the sale, lease, transfer or mortgage by the Mortgagor of all or any part of, or all or any interest in the Real Estate, including transfer of an interest by contract to sell.

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 weived, aftered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Morigages by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgages, 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 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 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 in full (which debt includes the (a) all advances heretolore or from time to time hereafter made by the Mortgages to the Sorrower under the Credit Agreement or any extention or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or rangwal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage) and the Mortgagee is reimbursed for any amounts the Mortgagee has paid in payment of Liens and insurance premiums or any prior mortgages, and interest thereon, and the Mortgagor fuffills all of the Mortgagor's obligations under this Mortgage, then this conveyance shall be null and void. But it: (1) any warranty or representation made in this Mortgage or Credit Agreement 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 or the Borrower under the Credit Agreement; (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, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Mortgagoe remains unpaid at maturity; (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of sign of any statement of sign 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 of the debt or the lien on which such statement is based); (7) any subsequent lien is filed against you, the Real Estate or any of your property; (8) 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 virtue of which any tax lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (9) any of the stipulations contained in this Mortgage is declared invalid or inegetative by kny court of borrower, the Borrower, the Mortgagor or any of them (a) shall apply for or consent. to the appointment of a receiver, trustee or liquidator thereof of the Real Estate or of all or a substantial part of such Borrower's or Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Borrower's or Mortgagor's inability, generally to pay such Borrower's or 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 patition flied against such Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceedings; (11) 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 Borrower or Morigagor, or any of them, if more than one, or appointing a receiver, trustee or liquidator of any Borrower or Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor; or (12) any other default occurs under the Credit Agreement; then, upon the happening of any one or more of said events, at the option of the Mortgages, 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 Mortgagee shall be authorized to take possession of the Real Estate and, after giving 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, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, celling and conveying the Real Estate and foreclosing this Mortgage, including a reasonable attorney's tee; 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 majured 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 the party or parties appearing of record as 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 Mortgages 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 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 lian or encumbrance on the Real Estate, unless this Mortgage is here'n expressity made subject to any such lies of 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 este 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.

Mortgagor waives all rights of homestead exemption in the Real Estate and relinquishes callyights of curtesy and dowering 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 Mortgages, shall inure to the banefit of the Mortgages's successors and assigns.

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NOTE TO CLERK OF COURT: Mortgages certifies that if at any point this mortgage is essigned to a non-tax exempt holder that such Holder will comply with Alabama Code § 46-22-2(2)(1975).

THE RESERVE THE PARTY OF THE PA

Schedule "A"

LOT 50, ACCORDING TO THE SURVEY OF HOMESTEAD, SECOND SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 74 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Tewin H. Rusinks

Lewis H. Rusinko

STATE OF ALA, SHELBY L.
I CERTIFY THIS
USTRUMENT WAS FILLE

89 OCT 23 PH 3:40

JUOGE OF PROBATE

Nancy L. Rusinko

NO TAX COLLECTED

1. Deed Tax	
A Mad Tax	7.50
3. Recording Fee 4. Indexing Fee	3.00
TAM LOO	5 1.00
A Confided Stable Fee	
	\$ 12.50
Total	