

164  
**ADJUSTABLE INTEREST RATE  
REAL ESTATE MORTGAGE**

STATE OF ALABAMA )

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON )

THAT WHEREAS, Charles Edward McNeillie, Jr. and wife, Virginia J. McNeillie (hereinafter called "Mortgagors", whether one or more) are justly indebted to FIRST UNION MORTGAGE CORPORATION, a North Carolina corporation, (hereinafter called "Mortgagee") in the sum of Eight Thousand and no/100 \$ ( 8,000.00 ) DOLLARS, evidenced by one promissory note with adjustable interest rate of even date herewith and payable according to the terms thereof.

AND WHEREAS, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, the said Mortgagors, Charles Edward McNeillie, Jr. and wife, Virginia J. McNeillie and all others executing this mortgage, do hereby grant, bargain, sell, and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 9, in Block 1, according to the survey of Mission Hill First Sector, as recorded in Map Book 6, Page 47, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions and right of ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore executed to Mortgage Corporation of the South as recorded in Mortgage Book 377, Page 843 in the Probate Office of Shelby County, Alabama and assigned to Franklin Savings Bank of New York as recorded in Book 26, Page 227 in the said Probate Office.

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which has the property address of 117 Old Spanish Circle Street  
Montevallo , Alabama, 35115 ;  
City Zip Code

TO HAVE AND TO HOLD such property unto Mortgagee and Mortgagee's successors and assigns, forever, together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and also together with any screens, window shades, storm doors and windows, awnings, stoves and water heater (all of which are declared to be a part of said real estate whether physically attached thereto or not).

Mortgagors covenant that Mortgagors are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the property; that the said property is free from all encumbrances, except those encumbrances and mortgages described in this instrument.

Mortgagors and Mortgagee further covenant and agree as follows:

1. Mortgagors shall promptly pay when due the principal of and interest on the indebtedness evidenced by the promissory note, and late charges as provided in the promissory note.
2. Mortgagors covenant and agree that any sale or transfer of title of the real property herein described, or any part thereof, or any change in possession of the improvements thereon without the prior written consent of the Mortgagee, shall, at the election of the Mortgagee, constitute a default hereunder authorizing the Mortgagee to call the entire indebtedness secured hereby immediately due and payable.
3. Mortgagors do hereby expressly waive, release and discharge their homestead exemption as allowed by the laws of the State of Alabama until the entire amount owed hereunder is paid in full.

*Carter & Lewis*  
604 - 383-21  
Bham - 35222

4. Mortgagors hereby set over, assign, transfer any and all rents, issues and profits of the said premises hereinbefore described accruing from and after an action to foreclose this mortgage, or from the date of mailing notice of default from this Mortgagee or its Attorney to the Mortgagors, whichever occurs first.

5. The Mortgagors shall have the right and option to prepay in whole or in part at any time the indebtedness secured by this mortgage. In the event that the Mortgagors default on any monthly payment, a late charge of five (5) percent of the monthly payment may be assessed after ten (10) days of delinquency.

6. Mortgagors shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.

7. If any lien upon the property hereby conveyed, superior to the lien of this mortgage be in default, then the entire debt hereby secured shall, at the option of the holder or holders hereunder, become immediately due and payable.

8. That in the event the Mortgagors fail to pay and/or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fail to keep said property insured in sufficient amount to cover all mortgages thereon or to deliver the policies, premiums paid, or fail to repair the said property, as herein agreed, the Mortgagee is hereby authorized at its election to pay and/or discharge said taxes, assessments, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repair, without any obligation on their part to determine the validity and/or necessity of any thereof and without the Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this mortgage; and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate then in effect under the terms of the note or notes secured hereby, and together with such interest, shall be secured by the lien of this mortgage; but nothing herein contained shall be construed as requiring the Mortgagee to advance or expend moneys for any of the purposes in this paragraph mentioned.

9. That all awards of damages in connection with a condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.

10. No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time and the payment; or contracting to pay by Mortgagee of anything Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagors.

11. The term "Mortgagors", wherever used herein, shall mean the party or parties executing this mortgage, jointly and severally, and all the covenants, conditions, and agreements hereof shall bind their respective heirs, executors, administrators, successors, and assigns and shall inure to the benefit of and be available to the successors and assigns of Mortgagee. The rights, options, powers and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

12. The promissory note has an "initial interest rate" of seventeen per cent. The promissory note Interest Rate may be increased or decreased at the end of each Rate Period as described in the Note. Such changes are based on movements in the monthly average contract interest rate charged by all lenders on the mortgage loans for previously occupied homes and known as Renegotiated Rate Mortgage (RRM) Index, as published monthly in the Federal Home Loan Bank Board Journal. No single change in the interest rate will be more than two percentage points.

If the interest rate changes, the amount of Mortgagors' monthly payments will change as provided in the promissory note. Increases in the interest rate will result in higher payments, decreases in the interest rate will result in lower payments.

13. Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or enmasse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, then interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale; and Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Circuit Court, should the same be so foreclosed, said fee to be a part of the hereby secured indebtedness.

IN WITNESS WHEREOF, each of the Mortgagors has hereunto set his or her hand and seal or caused this mortgage to be executed by its duly authorized officers and its seal to be hereunto affixed, this the 27th day of May, 1982.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Charles Edward McNeillie, Jr. (L.S.)  
Charles Edward McNeillie, Jr.  
Virginia J. McNeillie (L.S.)  
Virginia J. McNeillie

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Charles Edward McNeillie, Jr. and wife, Virginia J. McNeillie, whose names  
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 this conveyance, they executed the same  
voluntarily on the date the same bears date.

GIVEN under my hand and official seal this 27th day of May 1982  
Cathryn J. Kan  
Notary Public

This instrument prepared by:  
Robert E. Carter, Attorney  
604 38th Street South  
Birmingham, Alabama 35222

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1982 JUN -3 AM 10:41  
Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Intg. tax - 12.00  
Rec 4.50  
Ind. 1.00  
17.50