# **ALABAMA TELCO CREDIT UNION**

# STATE OF ALABAMA

. JEFFERSON COUNTY

				(hereinafter called	
	ore) are justly indebte				
in the sum of (\$ 62,000,0)D( And whereas,	OLLARS, evidenced by Mortgagor's agreed,	SAND AND NO.  a Promissory Not in incurring said	/100 e of even date; indebtedness, th	at this mortgage sh	ould be given
•	npt payment thereof.	<b></b>	anid Martanaara		
•	FORE, in consideration	•			
JAMES C.	MALONE, III,	WED MIEE' UN	niv in it live		
mortgage, do here	eby grant, bargain, sel	and convey unto	the Mortgagee ti	he following describe	executing this ed real estate,
situated in	SHELBY		_ County, State o	of Alabama, to wit:	ij
s recorded i cunty, Alaba	according to n Map Book 7 P ma; being situ	age 162 in t	the Probate	Office of She	
PACE 287					
440 m					
<b>800</b>					
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TO HAVE AND TO and for the purpose of when imposed legally to option, pay off the said neal estate instantial action.	arranted free from all encum ) HOLD the above granted p of further securing the payo upon said premises, and sho me; and to further secure s sured against loss or dama	property unto the said in nent of said indebted; build default be made it said indebtedness first ge by fire, lightning ar ith loss, if any payable	mongagee, mongage ness, the undersigne n the payment of sam t above named unde nd tornado for the fa e to said Mortgagee.	ed agrees to pay all taxes to the said Mortgagee, maintained agrees to keep the said reasonable insural as Mortgagee's interest	ay at Mortgagee's the improvements ble value thereof, may appear, and
TO HAVE AND TO and for the purpose of when imposed legally to option, pay off the sail on said real estate instant companies satisfate property insured Mortgages, or assigns to be credited on said or insurance, shall be by this Mortgage, and	HOLD the above granted por further securing the payoupon said premises, and shower and to further secure soured against loss or dama actory to the Mortgagee, will policies (or copies there as above specified, or fail to may at Mortgagee's option I indebtedness, less cost of bear interest from date of policies.	reperty unto the said indebted; nent of said indebted; build default be made it said indebted; ge by fire, lightning aroth loss, if any, payable of o deliver said insurance insure said property for assigns, additional or assigns, additional	mortgagee, mortgage ness, the undersigne the payment of sam t above named unde nd tornado for the fa- e to said Mortgagee, said policy to said M ce policies (or copies or said sum, for Mortg nounts so expended to the debt hereby	ed agrees to pay all taxes to the said Mortgagee, mainsigned agrees to keep to all taxes are and reasonable insural lortgagee; and if undersigned thereof) to said Mortgages to the pay and mortgages for tax specifically secured, and	ay at Mortgagee's the improvements ble value thereof, may appear, and ned fails to keep gee, then the said policy if collected, ses, assessments, shall be covered
TO HAVE AND TO and for the purpose of when imposed legally to perion, pay off the satisfication, pay off the satisfication of said real estate instance satisfication promptly deliver satisfication property insured Mortgages, or assigns to be credited on said or insurance, shall be by this Mortgage, and secured and be at oncount Mortgagee's and void; but should differeby secured, or an application said property.	HOLD the above granted por further securing the payoupon said premises, and shower and to further secure soured against loss or dama actory to the Mortgagee, will policies (or copies there as above specified, or fail to may at Mortgagee's option lindebtedness, less cost of ecome a debt to Mortgagee bear interest from date of policies and payable. However, that if the said Mortgage however, that if the said Mortgagee however, thereof, or the interest from the payment of part thereof, or the interest payment and payment thereof, or the interest payment and payment thereof.	reperty unto the said in nent of said indebteds build default be made it said indebtedness first ge by fire, lightning an ith loss, if any, payable of), or any renewal of o deliver said insurance insure said property for collecting same; all an or assigns, additional ayment by said Mortga ortgagor pays said increases, and ent of any sum expendent rest thereon, remain upon of the enforcem	mortgages, mortgages, the undersigned the payment of same tabove named under the factor and for the factor and mortgages, said policy to said Mortgages, said policies (or copies or said sum, for Mortgages or assigns, at the debtedness and reim insurance, and interest of any prior lien of any prior lien or any prior l	ed agrees to pay all taxes to the said Mortgagee, making and reasonable insural as Mortgagee; and if undersigned agrees interest lortgagee; and if undersigned agree; and if undersigned in the pay said Mortgagee for taxes said Mortgagee for taxes as the debt to burses said Mortgagee or assigns or should so rest thereon, then this content in the pay and the interest of some combrance thereon.	ay at Mortgagee's the improvements ble value thereof, may appear, and ned fails to keep gee, then the said policy if collected, ses, assessments, shall be covered bereby specifically or assigns for any evenant to be null such indebtedness aid Mortgagee or so as to endanger
TO HAVE AND TO and for the purpose of when imposed legally to option, pay off the said on said real estate instant companies satisfate property insured Mortgages, or assigns to be credited on said or insurance, shall be by this Mortgage, and secured and be at onc. Upon condition, I amount Mortgagee's and void; but should dispersion said proper the debt hereby secured, or assigns in said proper the debt hereby secured, and this agents or assigns, shall agents or assigns, shall agents or assigns, shall be publication in some deem best, in front or the bishest bidder.	of further securing the payon said premises, and shows and to further secure is sured against loss or dama actory to the Mortgagee, which policies (or copies there as above specified, or fail to may at Mortgagee's option I indebtedness, less cost of secome a debt to Mortgagee bear interest from date of prediction and payable. However, that if the said Minay have expended for tax lefault be made in the payment of the payment of the come endangered by read, then in any one of said mortgage be subject to fore all be authorized to take position of the Courthouse door of said the Courthou	reperty unto the said indebteds ould default be made it said indebtedness first ge by fire, lightning are the loss, if any, payable of, or any renewal of collecting same; all are or assigns, additional ayment by said Mortgator of any sum expendent of the enforcement of the enforcement of the enforcement of the premise shing once a week for aid County, (or the diverseds of the sale; First payable, of the sale; First payable, or the sale; First payable, o	mortgages, mortgage ness, the undersigned the payment of same tabove named under a to said Mortgages, said policy to said Mortgages, said policy to said Mortgages or said sum, for Mortgages or assigns, at the debtedness and reiminaurance, and interest of any prior lien of said indebtedness in the said indebtedness is the said indebtedness in the same in lots or said the same in lots or said the same in lots or said the expense of a to the expense of a said indebtedness in lots or said the same in lots or said the expense of a said the same in lots or said the expense of a said the expense of a said the expense of a said the same in lots or said the expense of a said the expense of a said the said the exp	d agrees to pay all taxes ie, the said Mortgagee, making and reasonable insural as Mortgagee; and if undersigned in the said Mortgagee; and if undersigned is thereof) to said Mortgage is own benefit, the pays and Mortgagee for taxes as the debt in the same rate as the debt in the same with or without first the said with or without first the weeks, the time, place or enmasse as Mortgagee, said property is located, divertising, selling and conditions and conditions and conditions.	ay at Mortgagee's the improvements ble value thereof, may appear, and ned fails to keep gee, then the said policy if collected, ses, assessments, shall be covered become any evenant to be null such indebtedness aid Mortgagee or so as to endanger once become due he said Mortgagee taking possession, and terms of sale, agents or assigns at public out-cry nveying, including posession, and public out-cry nveying, including
TO HAVE AND TO and for the purpose of when imposed legally is option, pay off the said on said real estate instant property insured Mortgages, or assigns to be credited on said or insurance, shall be by this Mortgage, and secured and be at onc.  Upon condition, I amount Mortgagee's is and void; but should diereby secured, or ar assigns in said proper the debt hereby secured, or ar assigns in said proper the debt hereby secured, or ar assigns in said proper the debt hereby secured, or are assigns, shalter giving twenty on by publication in some deem best, in front or to the highest bidder a reasonable attorney to expend, in paying full, whether the sam of sale, and Fourth, the agents or assigns may reasonable attorney's asid for to be a part of said for to be a part of said for to be a part or asid for to be a part of said for to be a part or asid for the purpose of the purpose o	MOLD the above granted portion of further securing the payrupon said premises, and shower and to further secure stated against loss or dama actory to the Mortgagee, which policies (or copies there as above specified, or fail to may at Mortgagee's option indebtedness, less cost of ecome a debt to Mortgagee bear interest from date of policies and payable, however, that if the said Mortgagee however, that if the said Mortgage however, that if the payment part thereof, or the interest from date of policies, then in any one of said mortgage be subject to fore all be authorized to take positive (21) days notice, by publice newspaper published in said the Courthouse door of said for cash, and apply the profession of the Courthouse door of said the balance, if any, to be to said Mortgagee or assist the debt bereby sacured.	property unto the said indebteds and default be made in said indebtedness first ge by fire, lightning and the loss, if any, payable of, or any renewal of a deliver said insurant insure said property for assigns, additional ayment by said Mortgator of any sum expendents, and eason of the enforcement of any sum expendents, the whole of closure as now provides session of the premise shing once a week for aid County and State, said County, (or the divided to the sale: First nent of any amounts the encumbrances, with it is matured at the date of the sale; and county and state, said county amounts the encumbrances, with it is matured at the date of the said chase said property, its igns, for the foreclosures in the foreclosures.	mortgagee, mortgage ness, the undersigne of the payment of same above named under to said Mortgagee, said policy to said Mortgagee, said policy to said Mortgagee, said sum, for Mortgagee or assigns, at the debtedness and reiminsurance, and interest of any prior lien of said indebtedness and reiminsurance, and interest of any prior lien of said indebtedness and reiminsurance, and interest of said said sale of payment of any prior lien of said indebtedness and lots or said sale, but no mortgage and under the highest therefore of this mortgage in the of the of this mortgage in the of the of this mortgage in the of the o	id agrees to pay all taxes ie, the said Mortgagee, mainsigned agrees to keep to ir and reasonable insural it as Mortgagee's interest lortgagee; and if undersigned in the payment of said Mortgage is said Mortgagee for tax specifically secured, and it is same rate as the debt to burses said Mortgagee for tax specifically secured, and it is same rate as the debt to burses said Mortgagee or rest thereon, then this co gee or assigns or should so it should the interest of so or encumbrance thereon, thereby secured shall at o the said with or without first to ast due mortgages, and the and with or without first to the weeks, the time, place or enmasse as Mortgagee, said property is located, devertising, selling and co expended, or that it may to the payment of said interest shall be collected the said undersigned further thancery, should the same thancery, should the same	ay at Mortgagee's the improvements ble value thereof, may appear, and ned fails to keep gee, then the said policy if collected, kes, assessments, shall be covered become due to be null such indebtedness aid Mortgagee or so as to endanger once become due to be said Mortgagee taking possession, and terms of sale, agents or assigns at public out-cry, nveying, including then be necessary d indebtedness in a beyond the day at each so foreclosed er agrees to pay a be so foreclosed.
TO HAVE AND TO and for the purpose of when imposed legally to ption, pay off the said on said real estate instant property insured Mortgagee, or assigns to be credited on said or insurance, shall be by this Mortgage, and secured and be at onc. 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TO HAVE AND TO and for the purpose of when imposed legally to ption, pay off the said on said real estate instant companies satisfate promptly deliver said property insured Mortgagee, or assigns to be credited on said or insurance, shall be by this Mortgage, and secured and be at onc.  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STATE OF ALABAMA
JEFEERSONCOUNTY )
I. JEFFREY E. ROWELL
County, in said State, hereby certify that <u>JAMES C. MALONE</u> , ILI, A MARRIED MAN
whose nameIS signed
to the foregoing conveyance, and who being known to me acknowledged before me on this day, that being
informed of the contents of the conveyance HE executed the same volun-
tarily on the day the same bears date.
Given under my hand and official seal this <u>17TH</u> day of <u>OCTOBER</u>
86_83 ID 912mll
Sign of the state
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 7, 1987
STATE OF ALABAMA
JEFFERSON COUNTY )
I
in and tor said
County, in said State, hereby certify that HARRIETT MALONE, A MARRIED WOMAN
whose namesigned to the
foregoing conveyance, and who being known to me acknowledged before me on this day, that being informed
of the contents of the conveyancesheexecuted the same voluntarily on the
day the same bears date.
Given under my hand and official seal this 17th day of 0c tober
NOTARY PUBLIC  MY COMMISSION EXPIRES APRIL 7, 1987

## ADJUSTABLE RATE MORTGAGE AMENDMENT

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE
A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR
CHANGES IN THE INTEREST PATE, DOORSAGED TO THE
CHANGES IN THE INTEREST PATE, DOORSAGED TO THE
CHANGES IN THE INTEREST RAP, WILL RESULT IN
FEWER INSTALLMENTS.

This Adjustable Rate Mortgage Amendment is made this 17th day of October , 19 83 , and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Alabama Telco Credit Union of the same date (the "Note") and covering the property described in the Mortgage and lacated at Property Address

Modifications. In addition to the covenants and agreements made in the Mortgage, Borrower and Alabama Telco Credit Union further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 13% percent. The Note interest rate may be increased or decreased on the first day of the month beginning on \_\_\_\_\_\_, 19 \_\_\_\_\_, 19 \_\_\_\_\_, and on that day of the month every six (6) months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the prime rate as announced by SOUTHTRUST BANK of Birmingham, Alabama. The interest rate will not increase above eighteen (18) percent per annum, nor decrease below ten (10) percent per annum.

If the interest rate changes, the number of Borrower's payments will change as provided in the Note. Increases in the interest rate will result in additional payments. Decreases in the interest rate will result in fewer payments.

### B. LOAN CHARGES

It could be that the loan secured by the Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Alabama Telco Credit Union may choose to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower.

#### C. PRIOR LIENS

If Alabama Telco Credit Union determines that all or any part of the sums secured by this Mortgage are subject to a lien which has priority over this Mortgage, Alabama Telco Credit Union may send Borrower a notice identifying that lien. Borrower shall promptly secure an agreement in a form satisfactory to Alabama Telco Credit Union subordinating that lien to this Mortgage.

#### D. PAYMENTS FOR TAXES AND INSURANCE

Under the terms of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums. As an alternative to the payment of such amounts directly by Borrower, Alabama Telco Credit Union may at its option, require Borrower at any time to make payments to Alabama Telco Credit Union for taxes and insurance.

(1) BORROWER'S OBLIGATION TO MAKE CREDIT UNION FOR TAXES AND INSURANCE

PAYMENTS TO ALABAMA TELCO

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I will pay to Alabama Telco Credit Union all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Alabama Telco Credit Union unless Alabama Telco Credit Union tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my payments are due under the Note.

The amount of each of my payments under this Paragraph D will be the sum of the following:

- (i) 1/24th of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) 1/24th of the estimated yearly premium for hazard insurance covering the Property; plus
- (iii) \_\_\_\_\_\_\_\_of the estimated yearly premium for mortgage insurance (if any).

Alabama Telco Credit Union will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Alabama Telco Credit Union for taxes and insurance under this Paragraph D will be called the "Funds."

If, when payments of taxes and insurance are due, Alabama Telco Credit Union has not received enough Funds from me to make those payments, I will pay to Alabama Telco Credit Union whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Alabama Telco Credit Union may require.

(2) ALABAMA TELCO CREDIT UNION'S OBLIGATIONS CONCERNING BORROWER'S MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Alabama Telco Credit Union will hold the Funds. Except as described in this Paragraph D, Alabama Telco Credit Union will use the Funds to pay taxes and insurance. Alabama Telco Credit Union will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Alabama Telco Credit Union may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Alabama Telco Credit Union may charge me for these services if Alabama Telco Credit Union pays me interest on the Funds and if the law permits Alabama Telco Credit Union to make such a charge. Alabama Telco Credit Union will not be required to pay me any interest on the Funds unless Alabama Telco Credit Union agrees in writing to pay interest on the Funds.

If Alabama Telco Credit Union's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph D will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payment of Funds. There will be excess amounts if, at any time the sum of (a) the amount of Funds which Alabama Telco Credit Union is nothing or keeping on deposit, plus (b) the amount of the monthly appears of the excess and the direct dates at the engineering of the excess of the engineering of the excess of the engineering engineering the engineering engineering the engineering engineering the engineering en

When I have paid all of the amounts due under the Note and under the Mortgage, Alabama Telco Credit Union will promptly refund to me any Funds that are then being held or kept on deposit by Alabama Telco Credit Union. If, under the provisions of the Mortgage, either Alabama Telco Credit Union acquires the Property or the Property is sold, then immediately before the acquisition or sale, Alabama Telco Credit Union will use any Funds which

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Alabama Telco Credit Union is holding or has on deposit at that time to reduce the amount that I owe to Alabama Telco Credit Union under the Note and meder the Mortagoo.

By signing this, Borrower agrees to all of the above.

	BORROWER JAMES C. MALONE, ILL
	BORROWER HARRIETT MALONE
	THARTETT PARONE
STATE OF ALABAMA	_
JEFFERSON COUNTY	
I, JEFFREY E. ROWELI	, a Notary Public in and for said
County, in said State, hereby	certify that <u>JAMES C. MALONE, III</u>
	whose name <u>IS</u> signed to the foregoing
conveyance, and who being know	n to me acknowledged before me on this day,
that being informed of the conf	tents of the conveyanceHE
executed the same voluntarily of	on the day the same bears date.
Given under my hand and of	fficial seal this <sub>17th</sub> day of
October , 19	9 <u>.83</u>
	Madem
STATE OF ALABAMA	NOTARY PUBLIC
JEFFERSON COUNTY	THE COMMISSION EXPIRES ADOIL 7, 1967,
I, <u>JEFFREY E. ROWEL</u>	, a Notary Public in and for
said County, in said State, her	ceby certify that
HARRIETT MALONE	•
	whose name IS signed to the
foregoing conveyance, and who h	eing known to me acknowledged before me on
this day, that being informed o	of the contents of the conveyance
executed the	same voluntarily on the day the same bears
date.	
Given under my hand and of	ficial seal this 17th day of
BOOTOBOR 19  Octobor 19  Ottobor 19  Ottob	
850 BED	APRIL 74 TOTAL
The same of the sa	PLA COWNESS: