

1166

ALABAMA TELCO CREDIT UNION

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That whereas,

Woodard S. Setzer, and wife, C. Kay Setzer

(hereinafter called "Mortgagors" whether one or more) are justly indebted to Alabama Telco Credit Union (hereinafter called "Mortgagee")

in the sum of Eighteen Thousand Three Hundred Twenty Dollars and 81/100
(\$18,320.81) DOLLARS, evidenced by a Promissory Note of even date;

And whereas, Mortgagor's agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagors,

Woodard S. Setzer, and wife, C. Kay Setzerand 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 17, according to the Survey of Quail Run, as recorded in Map Book 7, page 22 in the Probate Office of Shelby County, Alabama.

This Mortgage is secondary and subordinate to that certain Mortgage dated February 21, 1979 from Woodard S. Setzer and C. Kay Setzer to Mortgage Corporation of the South filed for record February 26, 1979 at 10:07 A.M. and recorded in Volume 388, page 581 in the Probate Office of Shelby County, Alabama, and assigned to Transamerica Life Insurance and Annuity Company by Misc. Volume 31, page 939 in said Probate Office.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee, may at Mortgagee's option, pay off the same; and to further secure said indebtedness first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, with companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies (or copies thereof), or any renewal of said policy to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fail to deliver said insurance policies (or copies thereof) to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments, or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee or assigns, at the same rate as the debt hereby specifically secured and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amount Mortgagee's may have expended for taxes, assessments, and insurance, and interest thereon, then this covenant 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 such 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 (21) days notice, by publishing once a week for three (3) 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 enmasse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, at public out-cry, 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, with 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, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of the mortgaged premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the lapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, upon failure by Mortgagor to make such payment within thirty (30) days of written demand therefor, Mortgagee shall have the right to exercise all remedies provided in the note, this mortgage, or otherwise at law.

IN WITNESS WHEREOF, the undersigned

Woodard S. Setzer, and wife, C. Kay Setzerhave hereto set their signature s and seal, this 13th day of March, 19 86

WOODARD S. SETZER

(SEAL)

C. KAY SETZER

(SEAL)

(SEAL)

BOOK 064 PAGE 922

STATE OF ALABAMA

SHELBY COUNTY

I, _____ the undersigned _____, a Notary Public in and for said County, in said State, hereby certify that Woodard S. Setzer and C. Kay Setzer

_____ whose name s are _____ 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 _____ they _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of March, 19 86.

NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 7, 1987

STATE OF ALABAMA

COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____

_____ whose name _____ 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 _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19 _____.

NOTARY PUBLIC

ADJUSTABLE RATE MORTGAGE AMENDMENT

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS.

This Adjustable Rate Mortgage Amendment is made this 13th day of March 1986, 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 located at 6533 Quail Run Drive, Helena, AL 35080.

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 11.0 per cent. The Note interest rate may be increased or decreased on the first day of the month beginning on July 1 1986, and on that day of the month every six (6) months thereafter. The amount of my payments may be increased or decreased on the first day of the month beginning on January 1, 1987, and on that day of the month every twelve (12) 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) per cent per annum, nor decrease below ten (10) per cent per annum.

If the interest rate changes, the amount of Borrower's payments will change as provided in the Note. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower 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 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.

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

STATE OF ALABAMA, COUNTY OF SHELBY
I, Woodard S. Setzer, Notary Public
do hereby certify that the foregoing instrument was duly executed by the undersigned on the day and date hereinafter expressed.

1986 MAR 21 AM 10:39

Woodard S. Setzer (SEAL)
BORROWER

C. Kay Setzer (SEAL)
BORROWER

RECORDING FEES

STATE OF ALABAMA
SHELBY COUNTY
Recording Fee \$ 7.50
Index Fee 1.00

I, Woodard S. Setzer, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Woodard S. Setzer and wife, C. Kay Setzer whose names are 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 they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of March, 1986

Woodard S. Setzer
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 7, 1987