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08 SEVENTH AVENUE NORTH		2007	:	
MINGHAM, ALABAMA 35203	: • •			Home Line
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TICE: THIS MORTGAGE SECURES AN OF	PEN-END CREDIT PLAN V	HICH CONTAINS A PROVISION ALL	OWING FOR CHANGES IF	N THE ANNUAL PERCENTAGE
E. INCREASES IN THE ANNUAL PERCE S IS A FUTURE ADVANCE MORTGAGE RTGAGEE UNDER THE TERMS OF A CF	AND THE PROCEEDS O REDIT AGREEMENT BETW	EEN THE MORTGAGEE AND THE M	IORTGAGOR (BORROWER	R) NAMED HEHEIN.
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rigagee: APCO EMPLOYEES CRED	IT UNION			
HUGH NELSON TH	OWSON WALL	E, NANCY THOMPSON	<u> </u>	
ortgagor(s):		OCTOBER 9, 1987	Maturity Date: OC'	TOBER 9, 2007
edit Limit: \$ \$35,000.00	Date Mortgage Execut SHELBY	ed:		·
ounty Where the Property is Situated:	245761			11/1
0.00	page_494	First Mortgage: Assigne	d in Book N/A	page_N/A
st Mortgage: Recorded in Book363_ THIS INDENTURE is made and entered into on the				inafter called the "Mortgagor", whet as "Mortgages Address."
THIS INDENTURE is made and entered into on the or more) and the above stated "Mortgages" wi	hich is organized and existing u	nder the laws of the State of Alabama, and	ALIGNO SOCIATE IN STREET STATES	
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A. The Secured Line of Credit, The "Morigagor	of (whether one or more) is no	w or may become in the future justly indebte	NO STORY OF THE PARTY OF THE PA	extilled, "Home Line Credit Agreeme
A. The Secured Line of Credit. The "Mortgegor "Credit Limit". This indebtedness is evidenced by	a certain open-end line of credi	established by the Mortgagee for the world.	age pursuant and more and	i reborrow and repay, amounts from
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of the contents of said conveyance, _____he____necuted the same voluntarily on the day the same bears date.

KEVIN L. JOHNSON (LC)

FOR TRIMMIER AND ASSOCIATES PC

NOTARY PUBLIC

5205 Camberidge Di

Given under my hand and official seal this _____ day of

My commission expires:

THIS INSTRUMENT PREPARED BY:_

3

4-29-91

***1**17

including replacements and additions thereto shall be deemed to be and remain a part of the real estate covered by this Mortgag and shall be conveyed by this Mortgage.

The Mortgagor covenants with the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and ponyey the Real Estate as aloresaid; that the Hual Estate is free of all encumbrances, except as stated herein and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagoe against the lawful claims of all persons,

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 of 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 Dabt secured by this Mortgage and the Dabt (including all such payments) shall be immediately due and payable, at the option of the Mortgagee, and this Mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof."

. The Mortgagor hereby suthorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgagee 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 Morigagor agrees to: (1) pay promptly when due all taxes, assessments, charges, lines and other liens which may attain priority over this Mortgage (hereinafter jointly called "Liene"), when imposed legally upon the Real Estate and if detault is made in the payment of the Liens, or any part theroof, 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 satisfactory to the Mortgagee, against loss by line, vandatism, mulicious mischiel and other perils usually covered by a lire 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 Mortgagee. The Mortgager hereby assigns and pledges to the Mortgages, 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 on such heater fraurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagoe and without notice to any person, the Mortgages 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 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 Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mongagor to the Mongagee and at once payable without demand upon or notice to the Mongagor, and shall be secured by the lien of this Mongage, 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 covenant 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 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 idetault 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 Real Estate, or any part thereof, or to any rights appurienant thereto, including any award for change of grade of streats, 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 Mortgages. The Mortgages is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, or any such judgments prawards. The Mortgagee 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 subparagraph2, 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.

The Mortgagor hereby incorporates by reference into this Mortgage att 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 conflict 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, illegal or unenforceable provision had never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of this Morigage or of the Credit Agreement unanforceable according to its terms, Mortgagee, 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 Mortgagee, 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 shalf be deemed a waiver of the Mortgagee's right to exercise such option. either as to any past or present delault, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgages by one of his duly 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 powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt in full (which debt includes (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Sorrower under the Credit Agreement or any extension 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 hererafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal 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 Mortgagee 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 fulfills all of the Mortgagor's obligations under this Mortgage, then this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage or Credit Agreement is breached or proves talse 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 Mortgages. (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 V Mortgagee 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 tiens 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 12. or by virtue of which any tax lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) the Borrower, the Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the same of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver, trustee or liquidator thereof or of the consent to the appointment of a receiver. 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 errangement with creditors or taking advantage of any insolvency law, (I) file an enswer admitting the material altegations of, or consent to, or default in answeringer a petition lifed against such Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for retief or other judgment or decree shall be entered by any cour of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Borrower or Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidator of any Burrower or Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor; or (11) any other default occurs under the Credit Agreement; than, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid betance 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 self the Real Estate in front of the counthouse 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, 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, flens 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, it 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 Mortgagoe 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 to pay all costs, including reasonable attorney's less, incurred by the Mortgages in collecting or securing or altempting to collect or secure the Debt, or any part thereof, or in defending or attempting 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 virture of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgages 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 sale hereunder, the Morigagee, or the owner of the Debt and Morigage, or auctioneer, shall execute to the purchaser for and in the name of the Morigagor 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.

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 herein made by the undersigned street street the Mortgagee's successors and assigns. $^{*}\left(\mathbf{y}_{i,j}\right)$

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NOTE TO CLERK OF THE PROBATE OFFICE: Mortgagee certifies that if at any point this Mortgage is assigned to a Non-tax exempt Holder, that such Holder will comply with Alabema Code § 40-22-2(b) (1975) as to recording fees and taxes that may be owed upon such assignment.

100 Acres 21.4.

LOT 8, BLOCK 1, ACCORDING TO THE SURVEY OF INDIAN VALLEY, FOURTH SECTOR AS RECORDED IN MAP BOOK 5, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Nancy Thompson

STATE OF ALA. SHELBY 60.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 OCT 29 MM 9: 28

JUTIGE OF PROBATE

1. Deed Tax \$

2. Mtg. Tax

3. Recording Fee. 7.50 4. Indexing Fee 1.00.
TOTAL

TOTAL