

APCO EMPLOYEES CREDIT UNION
1608 SEVENTH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203



HomeLine

1742
NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN AN INCREASED FINANCE CHARGE.

THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE MORTGAGOR (BORROWER) NAMED HEREIN.

STATE OF ALABAMA)
COUNTY OF SHELBY)

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

Mortgagee: APCO EMPLOYEES CREDIT UNION Mortgagee's Address: 1608 SEVENTH AVE., NO., BIRMINGHAM, AL 35203
Mortgagor(s): Anthony S. Kirk and wife, Rena B. Kirk
Credit Limit: \$ 21,000.00 Date Mortgage Executed: April 20, 1988 Maturity Date: April 20, 2008
Shelby County, Alabama
County Where the Property is Situated: _____
First Mortgage: to APCO Employees Credit Union filed simultaneously herewith.
Recorded in Book _____ page _____ First Mortgage Assigned in Book _____ page _____

THIS INDENTURE is made and entered into on the date stated above as "Date Mortgage Executed," by and between the above stated "Mortgagor(s)" (hereinafter called the "Mortgagor", whether one or more) and the above stated "Mortgagee" which is organized and existing under the laws of the State of Alabama, and whose address is stated above as "Mortgagee Address."

Recitals

A. The Secured Line of Credit. The "Mortgagor", (whether one or more) is now or may become in the future justly indebted to the Mortgagee in the maximum principal amount as stated above as "Credit Limit". This indebtedness is evidenced by a certain open-end line of credit established by the Mortgagee for the Mortgagor pursuant to an agreement entitled, "Home Line Credit Agreement", of even date, (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. Rate and Payment Changes. The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased based on changes in an index.

C. Maturity Date. If not sooner terminated as set forth therein, the Credit Agreement will terminate on the date stated above as the "Maturity Date", and all sums payable thereunder (principal, interest, expenses and charges) shall become due and payable in full.

Agreement

NOW, THEREFORE, in consideration of the premises and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower 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 hereafter 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 under the Credit Agreement, or any extension of or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the county stated above as the County where the property is situated, such county being, within the State of Alabama and described in attached Schedule "A", (said real estate being hereinafter called "Real Estate").

TO HAVE AND TO HOLD the real estate unto the Mortgagee, its successors and assigns forever, together with all the improvements now or hereafter erected on the real estate and all easements, rights, privileges, tenements, appurtenances, rents, royalties, mineral, oil and gas rights, water, water rights and water stock and all fixtures now or hereafter attached to this real estate, all of which,

CONTINUED ON BACK

Mortgagor(s) agree(s) that all of the provisions printed on the reverse side hereof are agreed to and accepted by Mortgagor(s) and constitute valid and enforceable provisions of this Mortgage. IN WITNESS WHEREOF, the undersigned Mortgagor(s) has (have) executed this instrument on the date first written above.

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BOOK
Anthony S. Kirk (SEAL)
ANTHONY S. KIRK

Rena B. Kirk (SEAL)
RENA B. KIRK

(SEAL)

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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

Anthony S. Kirk and wife, Rena B. Kirk

whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of April, 19 88

My commission expires:
10/31/91

Maureen S. Hughes
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY: Douglas Key, Atty., 2100 11th Ave. No., B'ham, AL 35234

FOR SIGNATURE AND RECORDATION ONLY
2757 Highland Avenue, Birmingham, AL 35203

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(b)

SCHEDULE "A"

Lot 32, according to the survey of Hickory Ridge, as recorded in Map Book 11, page 59, and amended in Map Book 11, page 79, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

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Anthony S. Kirk
ANTHONY S. KIRK
Rena B. Kirk
RENA B. KIRK

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

88 APR 26 AM 9:25

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>Exempt</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>8.50</u>