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Knowledge

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.

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First Mortgage: Recorded in Book 355 page 460 First Mortgage: Assigned in Book Misc. 6 page 612

Recitals

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.

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.

(SEAL)

(SEAL)

(SEAL)

NOTARY PUBLIC

John L. Hartman, III

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SCHEDULE "A"

Lot 5, according to the Survey of Navajo Hills, Fourth Sector as recorded in Map Book 5, page 95 in the Probate Office of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Easement as shown by recorded Map; (3) Building Line as shown by recorded Map; (4) Restrictions as recorded in Misc. 2, page 549 in the Probate Office of Shelby County, Alabama; (5) Right of way to South Central Bell as recorded in Volume 279, page 201 in the Probate Office of Shelby County, Alabama; (6) All easements, restrictions and reservations of record.

The foregoing Mortgage is a second mortgage and is subordinate and inferior to that certain mortgage from Ronald E. Myers and Mary E. Myers to Colonial Mortgage Company filed for record November 13, 1973 and recorded in Volume 355, page 460 and transferred to Federal National Mortgage Association filed for record December 12, 1973 and recorded in Misc. 6, page 612 in the Probate Office of Shelby County, Alabama.

BOOK 183 PAGE 909

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

88 MAY 11 AM 11:11

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

1. State	
2. Misc.	Exempt
3. Local	7.50
4. Total	1.00
TOTAL	8.50