

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 INCREASED MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS AND LOWER FINANCE CHARGES.

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

STATE OF ALABAMA

Shelby COUNTY

Adjustable-Rate Line of Credit Mortgage

THIS INDENTURE is made and entered into this 24th day of May, 1988 by and between

Thomas W. Robinson and wife, Patricia W. Robinson

(hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee").

Recitals

Mortgagors

A. The Secured Line of Credit. (hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Mortgagee in the maximum principal amount of \$45,000.00 (the "Credit Limit") pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an agreement entitled, "AmSouth Personal Financial Services Line of Credit Agreement," executed by the Borrower in favor of the Mortgagee, as amended by an amendment dated May 24, 1988 (the "Credit Agreement").

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 the AmSouth Prime Rate. The "AmSouth Prime Rate" is the rate of interest designated by AmSouth Bank N.A. from time to time as its "prime rate."

C. Maturity Date. If not sooner terminated as set forth therein, the Credit Agreement will terminate twenty years from the date of the Credit Agreement, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full.

D. Mortgage Tax. This mortgage secures open-end or revolving indebtedness with an interest in residential real property. Therefore, under §40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$15 for each \$100, or fraction thereof, of the Credit Limit of \$45,000.00, which is the maximum principal indebtedness, to be secured by this mortgage at any one time.

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;

real estate, situated in Shelby County, Alabama (said real estate being hereinafter called the "Real Estate"):

Lot 5, according to the Survey of Mountain Park, Third Sector, as recorded in Map Book 10, page 13, in the Office of the Judge of Probate of Shelby County, Alabama.

BOOK 188 PAGE 459



be authorized to take possession of the Real Estate and, after giving at least twenty-one days' 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 sell the Real Estate in front of the courthouse 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 reasonable attorney's fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Mortgagee may elect, 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; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate if the highest bidder therefor. The Mortgagee agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. 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 it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagee agrees to pay all costs, including reasonable attorneys' fees incurred by the Mortgagee in collecting or securing or attempting 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 all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee 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 Mortgagee, or the owner of the Debt and mortgage, or the auctioneer, shall execute to the purchaser, for and in the name of the Mortgagee, a deed to the Real Estate.

Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Credit Agreement and this mortgage, respectively, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants 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 Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagee has (have) executed this instrument on the date first written above.

Thomas W. Robinson (Seal)

Thomas W. Robinson (Seal)

Patricia W. Robinson (Seal)

Patricia W. Robinson (Seal)

BOOK 188 PAGE 461

**ACKNOWLEDGEMENT FOR INDIVIDUAL(S)**

STATE OF ALABAMA

Shelby County

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that \_\_\_\_\_

Thomas W. Robinson and wife, Patricia W. Robinson

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument

the Y executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 24th day of May, 19 88.

Melanie W. Keith  
Notary Public

My commission expires: NOVEMBER 24, 1991

NOTARY MUST AFFIX SEAL

STATE OF ALA. SHELBY  
I CERTIFY THIS  
INSTRUMENT WAS FILED

88 JUN -8 AM 11:41

**ACKNOWLEDGEMENT FOR CORPORATION**

1. Deed Tax	\$	<u>        </u>
2. Mtg. Tax		<u>67.50</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
<b>TOTAL</b>		<u>76.00</u>

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

STATE OF ALABAMA  
\_\_\_\_\_ County

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that \_\_\_\_\_

whose name as \_\_\_\_\_ of \_\_\_\_\_, a corporation, is signed to the foregoing

instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, \_\_\_\_\_ he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL

This instrument prepared by:

(Name) Mary Williams/AmSouth Bank, N.A.

(Address) P.O. Box 216 Birmingham, AL 35201

Attn: Revolving Credit Dept.