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THE NOTE WHICH IS SECURED BY THIS MORTGAGE CONTAIN	IS A PROVISION WHICH PROVIDES FOR A CHANGE IN	THE INTEREST RAT
AN INCREASE IN THE INTEREST RATE WILL RESULT IN A HIG	HER MONTHLY PAYMENT AMOUNT.	ப்பட்ட நினி வெளி விரிவ சிரிந்தி விலக்கும்
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ADJUSTABI	LE RATE MORTGAGE	សំណាក់ សម្រេច ប្រក្សាស្រី ។ ប្រភព្វ មានប្រក្សាស្រី ការ ប្រកិត្តិ ប្រភព្វ សំណាក់ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពេញ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពាស់ សំពាស់
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Morigages America's First Credit Union		The second section is a second
Mortgagee's Address 1200 4th Avenue North, Birmingham, A		The state of the s
Mongagor(s): Steven W. Linty an unmarried	i ,	and the speciment of the second of the secon
Date Mortgage Executed: FEDE GATY 24, 1989		CANADAPISMENT CONTRACTOR CONTRACT
Principal Sum: \$ 40,000.00 http://doi.org/10.000/10.000	Maturity Date: February 20, 201	The Control of the Co
County Where the Property is Situated: Shelby (See EXHIB)	IT "A" Page III' for Legal Description	
First Mortgage Recorded in n/a pege	n/a First Morigage was Assigned in n/a	page n/a
THIS ADJUSTABLE RATE MORTGAGE, made and entered into on this day	as stated above as "Date Mortgage Executed," by and between the	shove stated "Mortgagor
(hereinafter referred to as "Mortgagor", whether one or more) and the above	and the second	هنالا المالية المالية 1. (Albarta - Albarta
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of the United States, which indebtedness is evidenced by a Promissory Note of the transportation of the United States, which indebtedness is evidenced by a Promissory Note of the transportation of t	of stated "Principal Sum" integer with any suverices hereinand provided therein and with shows stated "Meturity Date", or in the event that a change in the	nich is payable in accords he interest rate has occu
which would increase the number of monthly payments, upon the final pay  NOW, THEREFORE, in consideration of the premises and of said indebted	meni data (both datas hersatter capec "Meturity Para I	
-contained in said Promisson: Note and any and all adenaions and fenewal	is themsol, of of any dark thereof, and any coner concurre that the	MICHINACISM OF HIS BUTCHES
or assigns may advance to the Mortgagor before the payment in full of said M renewals and advances or any part thereof (the aggregate amount of suc	h debt. Including any extensions, renewals, advances and menus	<b>1 Сіга пладаскі на</b> папаві
collectively called "Debi") and compliance with all the stipulations herein of real estate described in "Exhibit 'A" and situated in the county stated about	Me's   10 to	( ).
TO HAVE AND TO HOLD the real estate unto the Mortgages, its success	or and assigns forever, together with all the improvements now or	hereafter erected on the
- pateta and ell eccomente rights privileges tenements appullenences (AN)		an about and all flutures
or hereafter attached to the real estate, all of which, including replacement	its, royelthes, mineral, oil and ges rights, water, white rights and water and send remain a part of	NOW DEPOSIT OF INVIOLED
or hereafter attached to the real estate, all of which, including replacement this Mortgage; and all of the foregoing are hereinafter referred to as "Real	its, royalties, mineral, oil and gest rights, water, water hights and water and additions thereto shall be deemed to be and remain a part of Estate" and shall be conveyed by this Mortgage.	of the real estate covered
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For the purpose of securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, fines and other liens which may attain priority over this Mortgage (hereinafter jointly called "Liens"), when imposed legally upon the Real Estate and if default is made in the payment of the Liens, or any part thereof, the Mortgages, 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 Mortgages, against loss by fire, vandalism, malicious mischiel and other perils usually covered by a fire 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 Mortgages 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 Mortgagor 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 hazard insurance, including all rights to returned premiums. If the Mortgagor falls to keep the Real Estate insured as specified above then, it the election of the Mortgages and withdut notice it 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 Mortgages declares the entire Debt due and payable, the Mortgages may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such leaser amount as the Mortgages may wish) against such risks of loss, for its own behalft the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgages, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgages for insurance or for the payment of Liens shall become a debt due by the Morigagor to the Morigages and at once payable without demand upon or notice to the Morigagor, and shall be secured by the lien of this Mortgage and shall bear interest from the date of payment by the Mortgages until paid at the rate of interest provided for in the Promissory Note. 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 Promissory Note secured hereby.

As further security for the payment of the Debt, the Mortgagor hereby assigns and piedges to the Mortgages, 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 tenencies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default heleunder, the right to receive and retain such rents, profits, issues and revenues; - 1, 1, 1

2. All judgments, awards of damages and settlements hereaner made resulting from Sondentialities proceedings the little faithful the Real Estate of any part thereof, under the power of emirfeht domain, or for any damage (whether oxided by such taking briotherwise) to the Real Estate, or any part thereof, or to any rights appurtenent thereto. including any award for change of grade of streets, 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 Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgager to execute and deliver valid acquittances for or appeal from, any such judgments or awards. The Mortgages may apply all such sums received, or any part thereof, after the payment of all the Mortgages's expenses. incurred in connection with any proceeding or transaction described in this subparagraph 2, 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 this this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Promissory Note conflicts with applicable law, such conflict shall not affect any other provisions of this Mortgage or the Promissory Note which can be given effect. It is agreed that the provisions of the Mortgage and the Promissory Note are severable and that, if one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unentorceability shall not affect any other provision hereof: this Mortgage shall be contained as if subly invalid, illegal or unenforceable provision has never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this Mortgage unenforceable according to its terms, Mortgages, at its option, may require the immediate payment in full of all sums secured by this Mortgage and may knycke any remediate 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 deteriorstion of the Real Estate, and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted. . .

If all or any part of the Real Estate or any Interest therein is sold or transferred by Mortgagor without Mortgagoe's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgages may, at Mortgages's option, declare all of the sums secured by this Mortgage to be immediately due and psyable. Mortgages shall have waived such option to accelerate, if prior to the sale or transfer, Mortgagee and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgages and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgages shall request.

The Mortgagor agrees that no delay or fallure of the Mortgagee to exercise any option to declare the Debt due and psychie shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, 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 its duly authorized representatives. TO HAVE MILE IN THE SE

After default on the part of the Mortgagor, the Mortgagos, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgago, 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 request of Mortgagor (separately or severally, if more than one), Mortgages, at Mortgages's option prior to release of this Mortgage, may make future advances to Mortgagor (separately or severally, if more than one). Such future advances, with interest hereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are received hereby.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which debt includes the Indebtedness evidenced by the Promissory Note hereinafter referred to and any or all extensions and renewals thereof and advances and any interest due on such extensions, renewals and advances) and all other indebtedness secured hereby and reimburses the Mortgages for any amounts the Mortgages has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of Mortgagor's obligations under this Mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves false in any meterial respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgago; (3) default is made in the payment to the Mortgagoe of any sum paid by the Mortgages under the authority of any provision of this Mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the flan 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, 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) Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fall, or admit in writing such Mortgagor's inability, generally to pay such 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 arrangement with creditors or taking advantage of any insolvency law, (f) file an enswer admitting the material allegations of, or consent to, or detault in answering a petition filed against such Mortgagor in any bankruptcy, reorganization; or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent in the second state of the competent in the second state of the competent in the competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, of any of them, it more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance 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 Mortgages 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 sell the Real Estate 5 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 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, liene 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 metured at the date of said sale, but no interest shall be collected beyond the day of said and any unearned interest shall be credited to the Mortgagor; and fourth, the balance, if any, to be paid to the party or parties appearing of record as the owner of the RealLo Estate at 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 Mortgagor agrees to pay all costs, including reasonable attorney's 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 defended 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 virtue 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 Mortgagee, or the owner of the Debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Mortgagor waives all rights of homestead examption in the Real Estate and relinquishes all rights of curiesy and dower in the Real Estate.

Ptural or singular words used herein to designate the undersigned chall be construed to refer to the maker or makers of this Mortgage, whether one or more natural personal 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.

The state of the s NOTE TO CLERK OF COURT: Mortgages certifies that if at any point this Mortgage is assigned to a non-tax exempt holder, that such Holder will comply with Alabama Code § 40-22-2(2)(b) (1976).

## PAGE III

This legal description is to be a part of that mortgage executed by the undersigned mortgagors, Steven W. Lint, an unmarried man

In favor of America's First Credit Union on the date this same bears date and is hereby incorporated therein.

Commence at the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence run Southerly along the West line of said Quarter-Quarter 346.66 feet to a point in the centerline of a public road; thence turn an angle of 100 degrees 0 minutes left and run East-Northeasterly along centerline of said road a distance of 211.93 feet to the point of beginning of the property being described; thence turn an angle of 9 degrees 27 minutes 13 seconds to the right and continue along the centerline of said road 152.71 feet to a point; thence turn an angle of 38 degrees 18 minutes 12 seconds right and continue along centerline of said road 116.14 feet to a point; thence turn an angle of 26 degrees 25 minutes 03 seconds right and continue along centerline of said road 165.80 feet to a point; thence turn an angle of 34 degrees 49 minutes 18 seconds left and continue along centerline of said road 115.96 feet to a point; thence turn an angle of 150 degrees 38 minutes 50 seconds right and run Westerly a distance of 417.83 feet to a point; thence turn an angle of 90 degrees 0 minutes right and run Northerly a distance of 275.74 feet to the point of beginning.

STATE OF ALA. SHELRY CU.

I CERTIFY THIS
INSTRUMENT WAS FILE:

89 HAR -7 AH 11: 25

JUDGE OF PROBATE

1. Dead Tax &

2. Mtg. Tax

4. Indexing Fee

macking 10

TOTAL

850

0 1 1			
Steven W. Lint Mortgagor	<u> </u>	Date:	February 24, 1989
Steven W. Lint Mortgagor			
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Mortgagor		Date:	-
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Mortgagor			