

THIS INSTRUMENT WAS PREPARED BY: Douglas L. Key, Attorney  
502 P. O. Box 360345  
B'ham, AL 35236

**NOTICE**

- THE NOTE WHICH IS SECURED BY THIS MORTGAGE CONTAINS A PROVISION WHICH PROVIDES FOR A CHANGE IN THE INTEREST RATE. AN INCREASE IN THE INTEREST RATE MAY RESULT IN AN INCREASE IN THE NUMBER OF MONTHLY PAYMENTS
- THE NOTE WHICH IS SECURED BY THIS MORTGAGE CONTAINS A PROVISION WHICH PROVIDES FOR A CHANGE IN THE INTEREST RATE. AN INCREASE IN THE INTEREST RATE MAY RESULT IN AN INCREASE IN THE AMOUNT OF EACH MONTHLY PAYMENT

STATE OF ALABAMA )  
COUNTY OF SHELBY )

**ADJUSTABLE RATE MORTGAGE**

Mortgagee SLOSS FEDERAL CREDIT UNION  
Mortgagee's Address 2725 35th Avenue North, Birmingham, Alabama 35207  
Mortgagor(s): Robert N. Green and wife, Wanda Green  
Date Mortgage Executed: June 25, 1990  
Principal Sum: \$ 50,000.00 Maturity Date: June 30, 2010  
County Where the Property is Situated: Shelby  
First Mortgage Recorded in n/a page n/a First Mortgage was Assigned in n/a page n/a

THIS ADJUSTABLE RATE MORTGAGE, made and entered into this day as stated above as "Date Mortgage Executed," by and between the above stated "Mortgagor(s)" (hereinafter referred to as "Mortgagor", whether one or more) and the above stated "Mortgagee".

**WITNESSETH:**

WHEREAS, said Mortgagor, is justly indebted to Mortgagee in the above stated "Principal Sum" together with any advances hereinafter provided, lawful money of the United States which indebtedness is evidenced by a Promissory Note of even date herewith which bears interest as provided therein and which is payable in accordance with its terms, with the entire Debt, if not sooner paid, due and payable on the above stated "Maturity Date"

NOW, THEREFORE, in consideration of the premises and of said indebtedness and in order to secure prompt payment of the same according to the terms and stipulations contained in said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any other amounts that the Mortgagee or its successors or assigns may advance to the Mortgagor before the payment in full of said Mortgage indebtedness, and any additional interest that may become due on any such extensions, renewals and advances or any part thereof (the aggregate amount of such debt, including any extensions, renewals, advances and interest due thereon, is hereinafter collectively called "Debt") and compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the real estate described in "Exhibit A" and situated in the county stated above

TO HAVE AND TO HOLD the real estate unto the Mortgagee, its successor 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 the real estate, all of which including replacements and additions thereto shall be deemed to be and remain a part of the real estate covered by this Mortgage; and all of the foregoing are hereinafter referred to as "Real Estate" and shall be covered by this Mortgage

The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid, that the Real 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 Mortgagee against the lawful claims of all persons except as otherwise herein provided.

The Mortgage is junior and subordinate to that certain Mortgage if stated above as "First Mortgage", and if so, recorded as stated above and if assigned as recorded as stated above in the County Probate Office where the land 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 debt secured by this Mortgage and the Debt (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 authorizes 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 Mortgagee may request from time to time.

Mortgagor(s) agree(s) that all of the provision 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

Robert N. Green (SEAL)  
ROBERT N. GREEN

Wanda Green (SEAL)  
WANDA GREEN

**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 Robert N. Green and wife, Wanda Green

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 date the same bears date.

Given under my hand and official seal this 25th day of June, 19 90

My commission expires:

10/31/91

Clair D. Deighan  
NOTARY PUBLIC

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**EXHIBIT "A"**

The Southeast Quarter of the Northeast Quarter of Section 7, Township 21 South, Range 4 West. Mineral and mining rights excepted. Situated in Shelby County, Alabama.

Together with a Non-Exclusive Right of Way for ingress-egress, whose centerline is more particularly described as follows: Commence at the Southwest corner of the SE 1/4 of the NE 1/4, Section 7, Township 21 South, Range 4 West; thence run South 89 degrees 51 minutes 44 seconds East along the South boundary 915 feet to the intersection of the centerline of said easement, said point being the point of beginning; thence run South 23 degrees 57 minutes 24 seconds East along said centerline 78.6 feet; thence run South 36 degrees 54 minutes 24 seconds East along said centerline 138.74 feet; thence run South 19 degrees 43 minutes 24 seconds East 104.05 feet to the intersection of the North right of way of Shelby County Highway No. 13, said point being the point of termination of said easement.

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

90 JUL 10 AM 10:09

RECORDED  
JUL 10 1990

1. Deed Tax	
2. Int. Tax	
3. 1/4	7.50
4. 1/4	3.00
5. 1/4	1.00
6. C. 1/4	1.00
<b>Total</b>	<b>12.50</b>