



APCO EMPLOYEES CREDIT UNION

1808 SEVENTH AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

TELEPHONE 250-3601



HomeLine

5-21-90

982

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 AMOUNT OF EACH MONTHLY PAYMENT.

STATE OF ALABAMA)

COUNTY OF SHELBY)

ADJUSTABLE RATE MORTGAGE

Mortgagee: APCO Employees Credit Union Mortgagee's Address: 1808 Seventh Ave. No., Birmingham, AL 35203

Mortgagor(s): ANDREW W. RUSSO AND WIFE, ANNE G. RUSSO

Principal Sum: \$ 90,000.00 Date Mortgage Executed: JULY 13, 1990 Maturity Date: JULY 12, 2010

County Where the Property is Situated: SHELBY

First Mortgage: Recorded in Book N/A Page N/A First Mortgage: Assigned in Book 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 above stated "Mortgagor(s)" (hereinafter referred to as "Mortgagor", whether one or more) and the above stated "Mortgagee" which is organized and existing under the laws of The State of Alabama.

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 not 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 conveyed 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.

This Mortgage is junior and subordinate to that certain Mortgage if stated above as "First Mortgage", if this mortgage has been assigned, where the assignment was recorded is stated above in the County Probate Office where the property 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

CONTINUED ON BACK

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.

THIS INSTRUMENT PREPARED BY:

KEVIN L. JOHNSON (JFY)
FOR TRIMMIER AND ASSOCIATES, P.C.
2737 Highland Avenue,
Birmingham, AL 35205

Andrew W. Russo (SEAL)
ANDREW W. RUSSO

Anne G. Russo (SEAL)
ANNE G. RUSSO

(SEAL)

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

ANDREW W. RUSSO AND WIFE, ANNE G. RUSSO

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 13TH day of JULY, 19 90

My commission expires:

11-19-90

NOTARY PUBLIC

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The Mortgagee 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.

EXHIBIT "A"

PARCEL I: THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA. LESS AND EXCEPT: A PARCEL OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID 1/4-1/4 SECTION; THENCE RUN WEST ALONG THE NORTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 200.00 FEET; THENCE TURN LEFT 136 DEG. 44 MIN. 37 SEC. AND RUN SOUTHEASTERLY A DISTANCE OF 291.32 FEET; THENCE TURN LEFT 136 DEG. 44 MIN. 37 SEC. AND RUN NORTH ALONG THE EAST LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID 1/4-1/4 SECTION; THENCE RUN EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 SECTION A DISTANCE OF 200.00 FEET; THENCE TURN LEFT 136 DEG. 54 MIN. 52.5 SEC. AND RUN NORTHWESTERLY A DISTANCE OF 292.12 FEET; THENCE TURN LEFT 136 DEG. 54 MIN. 52.5 SEC. AND RUN SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 SECTION 200.00 FEET TO THE POINT OF BEGINNING. SITUATED IN SHELBY COUNTY, ALABAMA.

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

90 JUL 17 AM 9:24

JUDGE OF THE STATE

Andrew W. Russo
ANDREW W. RUSSO

Anne G. Russo
ANNE G. RUSSO

NO TAX COLLECTED

1. Deed Tax	8
2. ...	0
3. ...	2.50
4. ...	3.00
5. ...	1.00
6. ...	1.00
Total	12.50