

90100113

ALABAMA TELCO CREDIT UNION
1849 DATA DRIVE
BIRMINGHAM, ALABAMA 35236

90102259



STATE OF ALABAMA

COUNTY OF SHELBY

SOURCE OF TITLE
MORTGAGE

Mortgagee: ALABAMA TELCO CREDIT UNION

Mortgagee's Address: 1849 DATA DRIVE BIRMINGHAM, ALABAMA 35236

Mortgagor(s): BILLY F. NINS AND WIFE, BRENDA N. NINS

Date Mortgage Executed: October 31, 1990

Principal Sum: \$ 882,400.00

Maturity Date: October 30, 2020

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 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".

WITNESSETH:

WHEREAS, said Mortgagor, is justly indebted to Mortgagee in the above stated "Principal Sum" together with any advances hereinafter provided in the 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 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.

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 or 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 agrees that all of the provisions printed on the reverse side hereof are agreed to and accepted by Mortgagor and constitute valid and enforceable provisions of this Mortgage. IN WITNESS WHEREOF, the undersigned Mortgagor has executed this instrument on the date first written above.

Billy F. Nins (SEAL)
BILLY F. NINS
Brenda N. Nins (SEAL)
BRENDA N. NINS (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

BILLY F. NINS AND WIFE, BRENDA N. NINS

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, he executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 31ST day of OCTOBER, 19 90

My commission expires:

NOTARY PUBLIC

KEVIN L. JOHNSON (DA)

THIS INSTRUMENT PREPARED BY:

FOR TRIMMER AND ASSOCIATES, P.C.
2737 Highland Avenue, Birmingham, AL 35205

BOOK 317 PAGE 610

EXHIBIT "A"

LOT 30, ACCORDING TO THE AMENDED MAP OF CHAPARRAL, FIRST
SECTOR, PHASE I, AS RECORDED IN MAP BOOK 7, PAGE 161, IN
THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BOOK 317 PAGE 612

Billy F. Mims
BILLY F. MIMS

Brenda M. Mims
BRENDA M. MIMS

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

90 NOV -8 AM 10:33

John A. Shaw
JUDGE OF PROBATE

1. Dead Tax	—	—
2. Mtg. Tax	—	—
3. Recording Fee	—	7.50
4. Indexing Fee	—	3.00
5. No. Tax Fee	—	1.00
6. Certified Fee	—	1.00
Total	—	12.50