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APCO EMPLOYEES CREDIT UNION

1608 SEVENTH AVENUE NORTH

BIRMINGHAM, ALABAMA 35203

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 AN INCREASED FINANCE CHARGE.
THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE MORTGAGOR (BORROWER) NAMED HEREIN.

STATE OF ALABAMA

COUNTY OF SHELBY

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

Mortgagee: **APCO EMPLOYEES CREDIT UNION** Mortgagee's Address: **1608 SEVENTH AVE., NO., BIRMINGHAM, AL 35203**
 Mortgagor(s): **DAVID A. JACKSON AND WIFE, HEIDI M. JACKSON**

Mortgagor(s): **\$5,000.00** Date Mortgage Executed: **March 25, 1991** Maturity **March 25, 2011**
 Credit Limit: **SHELBY**

County Where the Property is Situated: **209** page **475** First Mortgage: Assigned in Book **217** page **468**
 First Mortgage: Recorded in Book _____ page _____

THIS INDENTURE is made and entered into on the date stated above as "Date Mortgage Executed," by and between the above stated "Mortgagor(s)" (hereinafter called the "Mortgagor", whether one or more) and the above stated "Mortgagee" which is organized and existing under the laws of the State of Alabama, and whose address is stated above as "Mortgagee Address."

Recitals

A. The Secured Line of Credit. The "Mortgagor", (whether one or more) is now or may become in the future justly indebted to the Mortgagee in the maximum principal amount as stated above as "Credit Limit". This indebtedness is evidenced by a certain open-end line of credit established by the Mortgagee for the Mortgagor pursuant to an agreement entitled, "Home Line Credit Agreement"; of even date, (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

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 an index.

C. Maturity Date. If not sooner terminated as set forth herein, the Credit Agreement will terminate on the date stated above as the "Maturity Date", and all sums payable thereunder (principal, interest, expenses and charges) shall become due and payable in full.

Agreement

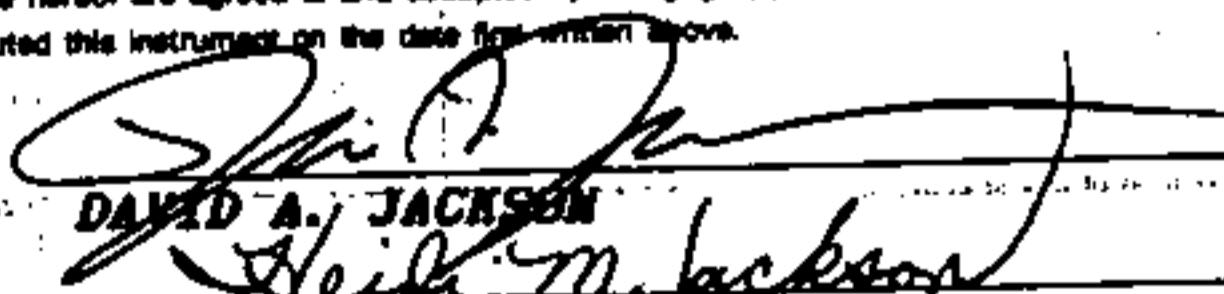
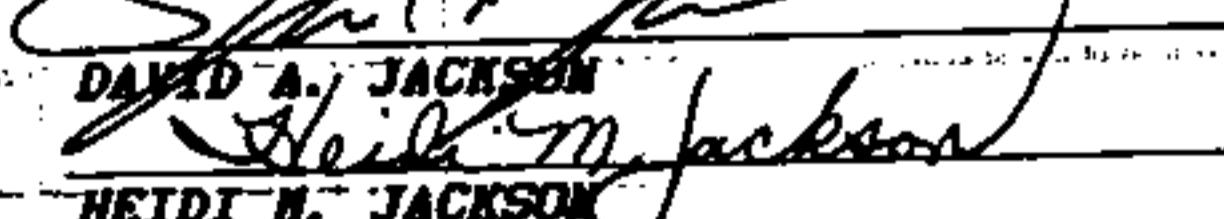
NOW, THEREFORE, in consideration of the premises and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in the county stated above as the County where the property is situated, such county being, within the State of Alabama and described in attached Schedule "A", (said real estate being hereinafter called "Real Estate").

TO HAVE AND TO HOLD the real estate unto the Mortgagee, its successors 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 this real estate, all of which,

CONTINUED ON BACK

Mortgagor(s) agree(s) that all of the provisions 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.


DAVID A. JACKSON

HEIDI M. JACKSON

(SEAL)

(SEAL)

(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 _____
DAVID A. JACKSON AND WIFE, HEIDI M. JACKSON

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 day the same bears date.

Given under my hand and official seal this **25TH** day of **MARCH**, 19**91**

My commission expires:

10/29/94

NOTARY PUBLIC

KEVIN L. JOHNSON (JFY)

THIS INSTRUMENT PREPARED BY:

Edmund T. Tittle

FOR TRIMMIER AND ASSOCIATES, PC.

2737 Highland Avenue, Birmingham, AL 35205

BOOK 159
336 page 159

336 page 159

BOOK

MESSAGE

McNamee, Trickey & Associates, Inc., "RE/MAX", and all of the foregoing are hereinafter referred to as "Real Estate".

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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 there is such first mortgage it is recorded in the Probate Office in the County 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 any other sums payable under the terms and provisions of the First Mortgage, the Mortgagor 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 payment(s)) shall be immediately due and payable, at the option of the holder of the First Mortgage, in full or in part, in accordance with the law and by the provisions hereof.

of the Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate to disclose to the Mortgagor 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 Mortgagor may request from time to time.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, dues 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 Mortgagor, 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 Mortgagor, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagor, 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 Mortgagor 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. The Mortgagor hereby assigns and pledges to the Mortgagor, 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, and without notice to any person, the Mortgagor may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as hereinabove provided; and, regardless of whether the Mortgagor declares the entire Debt due and payable, the Mortgagor may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagor may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagor, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagor for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagor and shall be payable without demand upon or notice to the Mortgagor, and shall be secured by the lien of this Mortgage, and shall bear interest from the date of payment by the Mortgagor until paid at the rate of interest provided for in the Credit Agreement. 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 Credit Agreement secured hereby. *(3-1-12)*

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights, claims, rents, profits, issues and reversions

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or repiances now existing or hereafter to be entered into, and all other moneys due and owing to the Mortgagor by the Mortgagor, if not in default hereunder, the right to receive and retain such rents, profits, issues and revenues.

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant 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 Mortgagor. The Mortgagor is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, or any such judgments or awards. The Mortgagor may apply all such sums received, or any part thereof, after the payment of all the Mortgagor'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 Mortgagor elects, or, at the Mortgagor'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 into this Mortgage all of the provisions of the Credit Agreement of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Credit Agreement conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or the Credit Agreement which can be given effect. It is agreed that the provisions of the Mortgage and the Credit Agreement are severable and that, if one or more of the provisions contained in this Mortgage or in the Credit Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of this Mortgage or of the Credit Agreement

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 deterioration of the Real Estate, and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

The Mortgagor agrees that no delay or failure of the Mortgagess to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagess 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 Mortgagess by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, 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 CONDITION, HOWEVER, that if the Mortgagor pays the Debt in full (which debt includes (a) all advances heretofore or from time to time hereafter made by the Mortgagor 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, (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagor pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagor pursuant to the Credit Agreement, or any extension or renewal thereof; (e) all amounts paid by the Mortgagor to the Borrower in payment of Liens and insurance premiums on the Property, and the Mortgagor is reimbursed for any amounts the Mortgagor has paid in payment of Liens and insurance premiums on the Property.

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 Mortgagor, 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 exemption in the Real Estate and relinquishes all rights of curtesy and dower in the Real Estate. Mortgagor waives all rights of homestead exemption in the Real Estate and relinquishes all rights of curtesy and dower in the Real Estate. All covenants and agreements, whether in singular or plural words, used herein to designate the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more natural persons. All covenants and agreements, whether in singular or plural words, used herein to designate the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more natural persons.

Plural or singular words used herein to designate the attorney
herein made by the undersigned shall bind the heirs, personal
representatives, executors, administrators, and successors of the undersigned.

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NOTE TO CLERK OF THE PROBATE OFFICE: Mortgages
must be recorded from any taxes that may be owed by

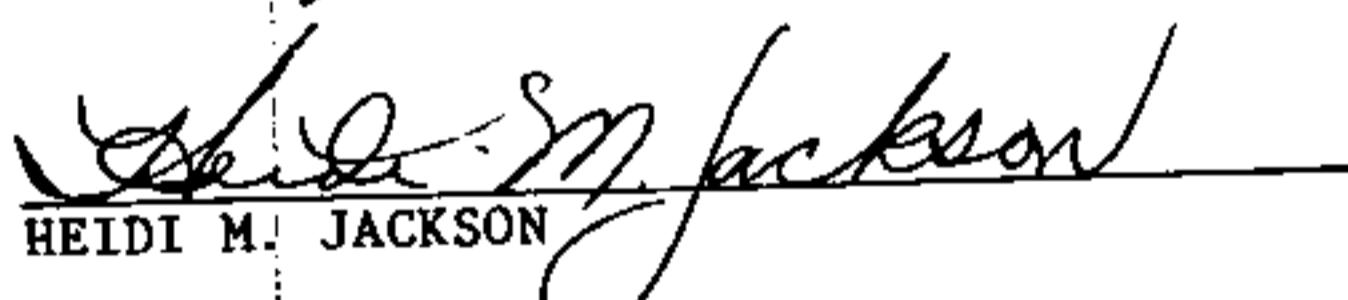
(1975) as to recording fees and taxes that may be owed upon such assignment.

BOOK 336 PAGE 161

SCHEDULE "A"

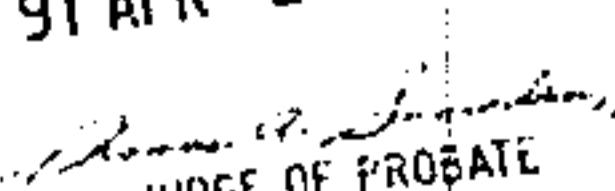
LOT 20, ACCORDING TO THE SURVEY OF MEADOW BROOK, 9TH SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 150 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.


DAVID A. JACKSON


HEIDI M. JACKSON

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

91 APR -2 AM 9:54


JUDGE OF PROBATE

NO TAX COLLECTED

1. Deed Tax	\$ 0
2. Mtg. Tax	\$ 0
3. Recording Fee	\$ 1.50
4. Indexing	\$ 0.50
5. No Tax Fee	\$ 0
6. Certified Fee	\$ 1.00
Total	\$ 2.50