

91022270

2-22-91

APCO EMPLOYEES CREDIT UNION
 1608 SEVENTH AVENUE NORTH
 BIRMINGHAM, ALABAMA 35203



HomeLine

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 N. JACKSON

Credit Limit: \$5,000.00 **Date Mortgage Executed:** March 25, 1991 **Maturity Date:** March 25, 2011

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

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 therein, 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; and (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 N. 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 N. 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:

Cambridge Title

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

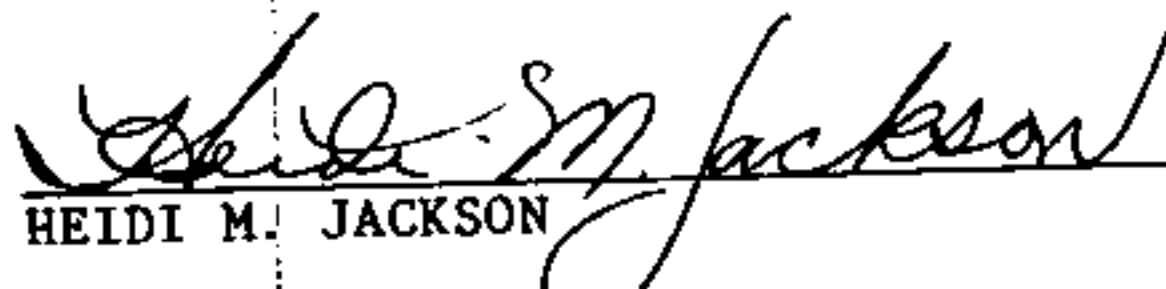
BOOK 336 PAGE 159

001 301033 MCCC

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.

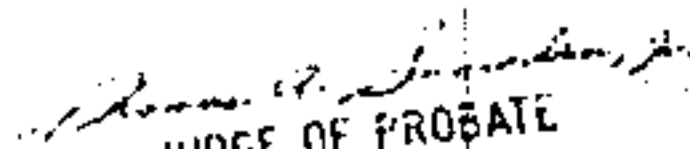

DAVID A. JACKSON


HEIDI M. JACKSON

BOOK 336 PAGE 161

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	5.00
4. Indexing	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	12.50