AMERICA'S FIRST CREDIT UNION

1200 4th 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 MORTGAGON (BORROWER) NAMED HEREIN.

STATE OF ALABAMA COUNTY OF JEFFERSON

Form 4002

ITEM 33632L1 (0309)

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

fortgagee: America's First Credit Union	Mortgagee's Address: 1200 4th Avenue North, Birmingham, AL 35203
ortgagor(s): DONALD G. REHBERG AND CYN	THIA S. REHBERG , HUSBAND AND WIFE
redit Limit \$ 24,000.00 Date Mortgage	Executed: NOVEMBER 28, 1994 Maturity Date: NOVEMBER 28, 2009
county where the Property is Situated: SHELBY	SEE PAGE III ("SCHEDULE A") FOR LEGAL DESCRIPTION
irst Mortgage Recorded in INST 1993 page 3	7205 First Mortgage was Assigned in INST 1994 page 12572
THIS INDENTURE is made and entered into on the day state Mortgagor", whether one or more) and the above stated "Mortgago	ed above as "Date Mortgage Executed", by and between the above stated "Mortgagor(s)" (hereinafter called the ee" whose address is stated above as "Mortgagee Address".
	Recitals
imount as stated above as "Credit Limit". This indebtedness is evi	hether one or more) is now or may become in the future justly indebted to the Mortgages in the maximum principal idenced by a certain open-end line of credit established by the Mortgages for the Mortgagor pursuant to an agreement ite. (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the strom the Mortgages up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.
B, RATE AND PAYMENT CHANGES. The Credit Agreement agreement at an adjustable annual percentage rate. The annual p	nt provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit sercentage rate may be increased or decreased based on charges in an index.
C. MATURITY DATE, if not sponer terminated as set forth hereunder (principal, interest, expenses and charges) shall become	therein, the Credit Agreement will terminate on the date stated above as the "Maturity Date", and all sums payable ne due and payable in full.
Borrower under the Credit Agreement, or any extension or renewal charges payable from time to time on said advances, or any part the Credit Agreement, or any extension or renewal thereof; (d) all (Agreement, or any extension of or renewal thereof; and (e) all advices and the control of the	Agreement o secure the payment of (a) all advances heretotore or from time to time hereafter made by the Mortgages to the it thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance hereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgages pursuant to other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgages under the Credit ances by the Mortgages under the terms of this Mortgage (the aggregate amount of all such Items described in (a) the compliance with all the atipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey
unto the Mortgages, the following described real estate, situated if and described in attached Schedule "A" (said real estate being he	reinafter called "Real Estate").
all excements, rights, privileges, tenements, appurtenances, rents the real estate, all of which, including replacements and additions hereinafter referred to as "Real Estate" and shall be conveyed by t	thereto shall be deemed to be and remain a part of the real estate covered by this Mortgage; and all of the foregoing are this Mortgage.
The Morigagor covenants with the Morigages that the Mori aloresaid; that the Real Estate is free of all encumbrances, except against the lawful claims of all persons, except as otherwise hereit	igagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as I as stated herein and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgages n provided.
where the property is situated (hereingfler called the "First Mortga sums payable under the terms and provisions of the First Mortgago	tgage if stated above as "First Mortgage". If there is such first mortgage it is recorded in the Probate Office in the County (ge"). It is specifically agreed that in the event default should be made in the payment of principal, interest or any other is, the Mortgages shall have the right without notice to anyone, but shall not be obligated, to pay part or all of whatever my and all payments so made shall be added to the Debt secured by this Mortgage and the Debt (including all such the Mortgages, and this Mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions
	ortgage encumbering the Real Estate to disclose to the Mortgagee the following information: (1) the amount of Indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured
	CONTINUED ON PAGE II
Morigage.	Page II and Page III are agreed to and accepted by Mortgagor(s) and constitute valid and enforceable provisions of this
IN WITNESS WHEREOF, the undersigned Mortgagot(s) ha	as (have) executed this instrument on the date first written above.
	Word of the (SEAL)
	SEAL (SEAL)
	Cynthia S. Rehberg 1994 35775 (SEAL
	(SEAL
	12/06/1994-35775
	A CHRYCY RELIGION TE PROBATE
STATE OF ALABAMA COUNTY OF) SHELBY COURTY SUBJECT 19.50)
I, the undersigned authority, a Notary Public, in and for sa DONALD G. REHBERG AND C	
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 $oldsymbol{Y}$ executed the same voluntarily on the day it	
Given under my hand and official seal this 28TH	day of NOVEMBER 1994
My commission expires: 04/14/96	NOTARY PUBLIC
THIS INSTRUMENT PREPARED BY: (NA	AME) CAROL J. JONES , America's First Credit Union

(ADDRESS) 1200 4TH Avenue North, Birmingham, Alabama 35203

Page II ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, fines and other liens which may attain priority over this Mortgage (hereinalter 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 Mortgagee, 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 Mortgagee, against loss by fire, vandalism, mailclous mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, 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 Mortgagee 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 Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, 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, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Morigagor falls to keep the Real Estate insured as specified above then, at the election of the Morigagee and without notice to any person, the Morigagee may deciare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgages. declares the entire Debt due and payable, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee 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 Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once 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 Mortgages 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.

As further security for the payment of the Oebt, the Mortgagor hereby assigns and piedges to the Mortgages, the following described property rights, claims, rents, profits, issues and revenues:

- 1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;
- 2. All judgments, swards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of 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 fleu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgager to execute and deliver valid acquittances for, or appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee'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 Mortgagee elects, or, at the Mortgagee'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 conflicts 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 has never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of the Credit Agreement or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require the immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted hereunder.

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.

Notwithstanding any other provision of this Mortgage or the Credit Agreement, this Mortgage shall be deemed to be in default and the Debt shall become immediately due and payable at the option of the Mortgages, upon the sale, lease, transfer or mortgage by the Mortgagor of all or any part of, or all or any interest in the Real Estate, including transfer of an interest by contract to sell.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's 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 eigned by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives.

Alter 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 herefolore 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 Mortgages 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 pursuant to the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage) and the Mortgagee is reimbursed for any amounts the Mortgagee has paid in payment of Liens and insurance premiums or any prior mortgages, and interest thereon, and the Mortgagor fulfills all of the Mortgagor's obligations under this Mortgage, then this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage or Credit Agreement is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage or the Borrower under the Credit Agreement; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this Mortgage; (4) the Debt, or any part thereof, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Mortgagee remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance; (6) any statement of lien is filled against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the ilen on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this Mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax lien or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) the Borrower, the Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof of the Real Estate or of all or a substantial part of such Borrower's or Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy. (c) fail, or admit in writing such Borrower's or Mortgagor's Inability, generally to pay such Borrower's or Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, (f) file an answer admitting the material allegations of, or consent to, or default in answering a petition filed against such Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceedings; (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a patition seaking liquidation or reorganization of the Borrower of Mortgagor, or any of them, if more than one, or appointing a receiver, trustee or liquidator of any Borrower of Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor; or (11) any other default occurs under the Credit Agreement; then, upon the happening of any one or more of said events, at the option of the Morigages, the unpaid balance of the Debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgages shall be authorized to take possession of the Real Estate and, after giving notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this Mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, tiens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt and Interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale and any unearned interest shall be credited to the Mortgagor; and fourth, the balance, if any, to be paid to the party or parties appearing of record as the owner of the Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Real Estate if the highest bidder thereof. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgager agrees to pay all costs, including reasonable attorney's fees, incurred by the Mortgages in collecting or securing to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Real Estate, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obiligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and Mortgage, 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.

Plural or singular 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 herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgages, shall inute to the benefit of the Mortgages's successors and assigns.

C. Stephen Trimmier, 1988, Revised, 1988. All Rights Reserved

NOTE TO CLERK OF THE PROBATE OFFICE: Mortgages certifies that if at any point this Mortgage is assigned to a Non-tax exempt Holder that such Holder will comply with Alabama Code 40-22-2(b)(1976) as to recording less and taxes that may be owed upon such assignment.

Rev. 12/1/87

Dr

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Page III "SCHEDULE A"

	This	leg	al	descript	ion	s t	o be	8	part	of	that	mortgage	executed	Ъy	the	undersig	ned	mortgagore	8,
		· n	_		N NUTS	CO	THE TA	Q	BEL	IR T	20					. HUSBAND		WIFE	
n f	AVOF O	of A	me	rica's Fir	et Cr	edit	Unio	n o	n the	da	te thi	same bea	rs date and	l Is h	ieret	у			
	OFBOTS		_																

Lot 276, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector, 2nd Phase, as recorded in Map Book 15, Page 50 A & B, in the Probate Office of Shelby County, Alabama.

Minerals and mining rights excepted.

Donald I Replien	Date:
Cu Africa & Police	Date: 11-28-94
Mortgagor	Date:
Mortgagor	Date:
Mortgagor	

PLANNED UNIT DEVELOPMENT RIDER

day of NOVEMBER 1994 THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28th and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

AMERICA'S FIRST CREDIT UNION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4255 ASHINGTON DRIVE, BIRMINGHAM, AL 35242

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

BROOK HIGHLANDS

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender

further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium

installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket

policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association

maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the

Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

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Donald G. Rehberg	Inst # 1994-35775 (Seal) Borrower 12/06/1994-35775Rehberg	(Seal) -Borrower
· · · · · · · · · · · · · · · · · · ·	-Borrowski By COUNTY JUBGE OF PROBATE -Borrowski By COUNTY JUBGE OF PROBATE 19.50	(Seal) -Borrower