## THIS FORM FROM LAND TITLE COMPANY OF ALABAMA BIRMINGHAM, ALABAMA



19770607000055780 1/2 \$.00 Shelby Cnty Judge of Probate, AL 06/07/1977 12:00:00 AM FILED/CERT

§ 2,500.00 Birmingham, Alabama, The undersigned, for value received, promise to pay to the order of Donald Philyaw and wife, Lila Mae Philyaw, the sum of Two Thousand Five Hundred and no/100 (\$2,500,00) ---- Dollars, together with interest upon the unpaid portion thereof from date, at the rate of Six (6%) per cent per annum, in annual Managements of Five Hundred and no/100 until said sum is paid in full, payable at. Birmingham, Alabama. All payments shall be applied first to interest on the unpaid balance of principal, the balance to principal. This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable. Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity. Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note. 263-345 Paid in full this 18th day of Gugust

PAGE



19770607000055780 2/2 \$.00 Shelby Cnty Judge of Probate, AL 06/07/1977 12:00:00 AM FILED/CERT

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution of other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he will pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way, in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note waives demand, protest, and notice of protest and all requirements necessary to hold them as endorsers.

WITNESS:

In consideration of the execution of a divorce agreement on this 13th day of May, 1971, the undersigned hereby assigns, transfers and conveys all or his right, title and interest in and to that certain mortgage and the foregoing note to Lila Mae Philyaw.

PAYMENTS			***************************************		PAYMEN	TS	<u> </u>
DATE	AMT. PAID	INTEREST	BALANCE DUE	DATE	AMT. PAI	DINTEREST	BALANCE DUE
129 70	500 00	<u></u>	2,000.00				
7.71		12000					
, , , ,			2,000.00				
1-15-71	50000	7000	1500100	·			1) 
2.30 93	5000	`[[]	1000,00				
Q 1. G	2.7	66,00	200.00				
8 18	19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		The state of the s				1
			-				
			Chilesia	TO CAS			
			INSTRUE NO TO				
			1977 JUN -7 PR	- 37	June 1	2, 2	
			JULIE OF FRUG			<i>/</i>	
			JUDGE OF PRUS		7		
		-					
		1111111111					
·							
				<u> </u>	<b></b>		