

1504

Elizabeth M Bishop SALE of 2050 Wood Flower Dr "REINVESTMENT"

BIRMINGHAM, ALA.

10-30

1983 \$4,349.43

after date, the undersigned promise(s) to pay to the order of Frank LaPete

Four thousand three hundred forty nine and 43/100 Dollars.

for value received with 0 interest per annum from 10-30-83 until paid in full.

Payable at Birmingham, Alabama, or such other place as designated by payee.

The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption of property under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by or any attorney consulted with reference to, suit or otherwise. Each maker, endorser, surety and guarantor hereof severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him, and severally agrees that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent of such action, without release of liability as to any such party. In the event of the death of, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date or if interest has been prepaid, with unearned interest credited as the case may be, unless the payee shall on notice of such event elect to waive such acceleration by written notation hereon. This note is executed under the seal of the undersigned.

adjustable depending on interest rate on construction loan.

This figure based on 7% charge not to exceed \$100.00

Overage to be paid at closing, except ones agreed upon to be paid by Income tax return of 1984 after 6-30-85 interest rate to be 10% APR

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

1984 JUL 30 AM 9 54

Thomas A. Linder, Jr.  
JUDGE OF PROBATE

Noty. tax - 6.60  
Re. 2.50  
Ind. 1.00  
10.10

D NAME OF BORROWER

Elmon G. Terry, Jr. and  
Sharon H. Terry

Frank LaPete  
1532 Port South Ln.  
Alabaster Al. 35007