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KNOW ALL MEN BY THESE PRESENTS, that

L. L. Beasley JR AND his wife Annette, the grantor S, in consideration of the sum of \$1850.00

are hereby acknowledged to have been paid to

Benson Industries Inc.

, the grantee

do hereby grant, bargain, sell and convey unto the grantee

Begin at the N.E. corner of SE 1/4 of NE 1/4 section 7 - T. 18-S. Range 2-E, thence from said point of beginning run South 87° N - 1319', thence S - 32° E 1321', thence N - 87° E 1318', thence N - 23° 19' W 1069.71' thence N - 87° E 752.51' thence N - 32° W 365', thence N - 87° E 508' to center of Pumpkin Swamp Road as same is now located, thence N - East along center of Pumpkin Swamp Road 675.5' to North Line of the 5 1/2 of the NW 1/4 of NW 1/4 of Sec 8 T. 18 R. 2-E, thence S - 87° E W 1183' to the section line thence S 03° E 659' back to point of beginning, lying & being situated in the SE 1/4 of NE 1/4 Sec 7, the 5 1/2 of NW 1/4 of NW 1/4 & the SW 1/4 of the NW 1/4 Sec 8 All in T. 18-S. R. 2-E Shelby Co., ALABAMA containing 54 Acres more or less.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging, or in any wise appertaining; to have and to hold the same unto the grantee, its heirs and assigns forever.

And, except as to taxes hereafter falling due, including any unpaid installments of paying assessments, which are assumed by the grantee, the said

for heirs, executors and administrators, hereby covenant with the grantee its heirs and assigns, that seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances and that they hereby warrant and will forever defend the title to said

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property unto the grantee *ITS* heirs and assigns, against the lawful claims of all persons.

The unpaid balance of said purchase money, to-wit: the sum of *\$2908.32*

Dollars, and to secure the payment of which a lien upon the property above described is hereby reserved, is evidenced by the promissory note hereinafter described, of an even date herewith, made by the grantee and payable to said *L. L. Beasley AND Annette Beasley* or order at the banking house of The *County of Shelby* in the ~~City of Mobile~~, Alabama, viz.

GRANTEE ASSUMES BALANCE OF PURCHASE MONEY MORTGAGE OWED TO JACK DAVIS AND HIS WIFE MAILE DAVIS ON WHICH THE BALANCE IS \$8241.68 PAYABLE AT 102.05 PER MONTH AT 6% PER ANNUM.

By accepting this conveyance the grantee *Does* hereby agree and bind and assigns, so long as any part of said purchase price, or the interest thereon, remains unpaid, as follows:

1. To pay said note and the installments of principal and interest thereon when they respectively fall due.

2. To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and, if required by the grantor, also insured against windstorms, tornadoes and cyclones, by policies issued by good and solvent insurance companies selected by the grantor, which policies shall be deposited with the grantor and shall provide that loss, if any, shall be payable to the grantor as the grantor interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the grantor.

3. To pay before the same become delinquent all taxes, assessments, liens, or other charges and encumbrances which may be or become effective against said property, or any portion thereof, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.

4. That if the grantor, upon the happening of any default hereunder, shall foreclose this lien either by sale under the power herein contained or by court proceedings or shall otherwise resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, the grantee will pay all reasonable costs of bringing down from date of this deed to date of foreclosure sale hereunder abstract of title to property hereinabove described, and said costs, expenses and attorney's fee, and any other sum or sums due the grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

5. That if the grantee should fail to perform any of the duties and obligations herein specified to be performed or done by the grantee, the grantor may perform the same, but

shall not be under any duty so to do, and for any sum expended by the grantor in this behalf, together with interest thereon at the rate of eight per cent per annum, the grantor shall have an additional lien, secured by these presents, on said property. The grantee agrees to pay the grantors any sum or sums so expended by the grantors, with the interest thereon, within ten days after the mailing of written notice from the grantors to the grantee at the grantee place of residence last known to the grantors of the expenditure of said sum or sums together with demand for payment thereof.

6. That upon the happening of a default in the payment of the said principal note, or of any installment of principal and interest thereon or upon any default in the performance of any of the obligations herein imposed on the grantee, the grantors shall have the right to sell said property for cash, at public outcry in front of the ~~Government Street entrance of the~~ Court House in the City of ^{COLUMBIA} Mobile, Alabama, to the highest bidder, after giving thirty days notice of the time, place, and terms of sale by an advertisement published once a week for four successive weeks in a newspaper published in ^{SHELBY COUNTY} Mobile, Alabama, to make proper conveyance to the purchaser; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to be paid over to the said grantee.

7. That at any sale under the powers herein the grantors may bid for and purchase said property like a stranger hereto, and in event the grantor should become the purchaser at such sale, either the auctioneer conducting the sale or the grantors may execute a deed to the grantor in the name of the grantee

8. That the word grantor, wherever herein used, is intended to include also the heirs and assigns of the grantor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this the 5th day of December, 1966 in duplicate.

Rayson D. Hughes (Seal)
Ray Charles M. Rogers, Jr.
L. L. Basley Jr. (Seal)

Annette Basley (Seal)

____ (Seal)

STATE OF ALABAMA }
County of Mobile

I, Beauford A. Young, Jr.
a Notary Public in and for said County in said State, do hereby

certify that L AND ANNETTE Basley
acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.
under my hand and official seal this the 5th day of December A.D., 1966

Beauford A. Young, Jr.
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1971 JAN 11 AM 9:16
U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
1971 JAN 11 AM 9:16
JUDGE OF PROBATE