

## THE STATE OF ALABAMA, CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, the undersigned grantor, L & M Homes, Inc., a corporation  
 justly indebted to Peoples Savings Bank, Clanton, AL in the sum  
 of Fifty Five Thousand and no/100 (\$55,000.00) ----- DOLLARS  
 as evidence by its promissory waive note, bearing even date with this instrument, and due and payable  
on or before October 21, 1983,

And being desirous of securing the punctual payment of said note at maturity it has XX this day  
 granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said  
Peoples Savings Bank, Clanton, AL its successors  
 and assigns, the following described property, situated in  
~~Chilton~~ County, and State of Alabama, to-wit:

Shelby

Lot 20, according to the Survey of Scottsdale - First Addition, as  
 recorded in Map Book 7, Page 14, in the Office of the Judge of Probate,  
 Shelby County, Alabama. Situated in Shelby County, Alabama.

This mortgage paid in full and satisfied this

the 25 day of May, 1983Peoples Savings BankBY Thomas A. Gaudin JrSEE PJA FILED VOL 50 P. 816 ATTY. IN FANCY

PREPARED BY  
 FRANCIS W. SPEAKS  
 CLANTON, ALABAMA

BY Francis W. Speaks

warranted free from all encumbrance and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and  
 appurtenances thereto belonging or in anywise appertaining to the same, to the said Peoples Savings Bank,  
its successors and ~~XXXXXXX~~ assigns forever.

Now, the conditions of the above conveyances are such that if it ~~it~~ is or cause to be paid the hereinbefore described note  
 when the same fall due, then this conveyance is to cease and to be void; but should it make default in the payment of  
 said note in whole or in part at maturity, then the said

Peoples Savings Bank, its

~~XX~~ agent or attorney or his assigns, their agent or attorney, may take possession of said property and with or without possession, sell  
 the same either on the premises or at the Court House door of said County, at public outcry, to the highest bidder for cash, after  
 having given twenty days' notice of the time, place and terms of such sale, by posting notices at three public places in said County and  
 apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and con-  
 veyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note

and the surplus, if any, to be turned over to US or OUR legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein  
 contained, the said Peoples Savings Bank, its ~~XX~~ agent or assigns, may be bidders for  
 and purchasers of said property or any part thereof and in the event of any purchase by the said Peoples Savings  
Bank, its ~~XXXXX~~ agents or assigns, at such sale, the agent or attorney making

the sale is hereby authorized and empowered to execute to him or them a property conveyance for the lands so purchased. And  
it will for its successors ~~XXXX~~ and administrators, covenant with the said Peoples  
Savings Bank, its successors ~~XXXXX~~ and assigns, that it will warrant the titles so made,

and forever defend him in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever.  
it agree to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same be-  
 comes delinquent.

Given under our hand S and seal S this the 21st day of October, 1982.~~XXXXXX~~L & M HOMES, INC., a corporation (SEAL)

BY: Herman Leo Miskelly (SEAL)  
Herman Leo Miskelly, PRESIDENT (SEAL)

## THE STATE OF ALABAMA, CHILTON COUNTY

Francis W. Speaks, a Notary Public in and for said County and State, hereby certify that  
Herman Leo Miskelly, whose name as President of L & M Homes Inc. is signed to the  
 foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of  
 the conveyance, it executed the same voluntarily, on the day the same bears date.

Given under my hand, this 21st day of October, 1982.

NOTARY PUBLIC

## THE STATE OF ALABAMA, CHILTON COUNTY

I, \_\_\_\_\_, in and for said County and State, hereby certify that  
 on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, came before me the within named \_\_\_\_\_

known to me (or made known to me) to be the wife of the within named \_\_\_\_\_, who, being by me examined  
 separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of  
 her own free will and accord, and without fear, constraint or threats on the part of her husband.

In Witness Whereof, I hereunto set my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE PEOPLES SAVINGS BANK

P. O. BOX 269

CLANTON, ALABAMA

35045

STATE OF ALABAMA  
CHILTON COUNTY

I, Francis W. Speaks, a Notary Public in and for said County in said State, hereby certify that Herman Leo Miskelly, whose name as President of L & M Homes, Inc., a corporation is signed to the foregoing mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, L & M Homes, Inc.

Given under my hand and official seal, this the 21st day of October, 1982.

*Francis W. Speaks*  
NOTARY PUBLIC

STATE OF ALABAMA, CHILTON CO.  
I HEREBY CERTIFY THIS  
DOCUMENT WAS FILED

1982 OCT 25 AM 8:15

*Thomas A. Shouder, Jr.*  
JUDGE OF PROBATE

mzg. 82.50  
Rec. 3.00  
Ind. 1.00  

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86.50

BOOK 424 PAGE 146