

MORTGAGE

ROBERTS & SON, BIRMINGHAM

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 Sixty five thousand and no/100 (\$65,000.00) ----- DOLLARS  
as evidence by promissory waive note bearing even date with this instrument, and due and payable  
one year from date of this mortgage (February 3, 1984)

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

Lot 61 according to the survey of Meadow Brook, 4th sector, as  
recorded in Map Book 7, Page 67, in the Probate office of Shelby  
County, Alabama. Situated in Shelby County, Alabama.

PREPARED BY  
FRANCIS W. SPEAKS  
CLANTON, ALABAMA

BY F. W. Speaks

BOOK 427 PAGE 891

See Release in Book 50 page 512 (5-4-83)

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 XXXXXX and assigns forever.

Now, the conditions of the above conveyances are such that if it pay 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

XXXX 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 it or it's 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 XXXXXXXXXXXXXX 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 or its XXXX 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 ----- and administrators, covenant with the said Peoples Savings  
Bank, its successors XXXXXX 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 ----- agrees to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same be-  
comes delinquent. it's ----- hand ----- and seal ----- this the 3rd day of February, 19 83

WITNESS: L & M HOMES, INC., a corporation (SEAL)

BY Francis W. Speaks (SEAL)  
PRESIDENT

THE STATE OF ALABAMA, CHILTON COUNTY

I, -----, in and for said County and State, hereby certify that  
-----, whose name ----- signed to the  
foregoing conveyance, and who ----- known to me, 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.  
Given under my hand, this ----- day of -----, 19 -----.

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  
36015

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 Miskelley, whose name as president of L & M Homes, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of February, 1983.

*Francis W. Speaks*  
NOTARY PUBLIC

BOOK 427 PAGE 892	IN ALABAMA FILED	Mtg. tax - 97.50
	I HEREBY CERTIFY THIS INSTRUMENT WAS FILED	Rec. 3.00
	1983 MAR -2 AM 9:24	Ind. 1.00
	<i>Thomas A. Snowden, Jr.</i> JUDGE OF PROBATE	<u>101.50</u>

1983 MAR 24 AM 10:00