

612

97.50

MORTGAGE

ROBERTS & SON, INC.

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 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
on or before March 7, 1984

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

Lot 312, according to the survey of Chandalar South, Sixth Sector
Addition, as recorded in Map Book 7, Page 50, in the Probate Office
of Shelby County, Alabama. Situated in Shelby County, Alabama.

PREPARED BY
FRANCIS W. SPEAKS
CLANTON, ALABAMA

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 ~~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
successors

~~Any~~ 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 its 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 successors ~~XXXX~~ 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 heirs and administrators, covenant with the said Peoples Savings
Bank, its successors ~~XXXX~~ 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 agreed to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same be-
comes delinquent.
Given under its hand and seal this the 7th day of March, 19 83
WITNESS: L & M HOMES, INC. A CORPORATION (SEAL)

BY *Hermon La Muck* (SEAL)
PRESIDENT

THE STATE OF ALABAMA, CHILTON COUNTY

I, ~~XXXXXX~~ 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
35045

See release misc book 51 page 264 (6-22-83)

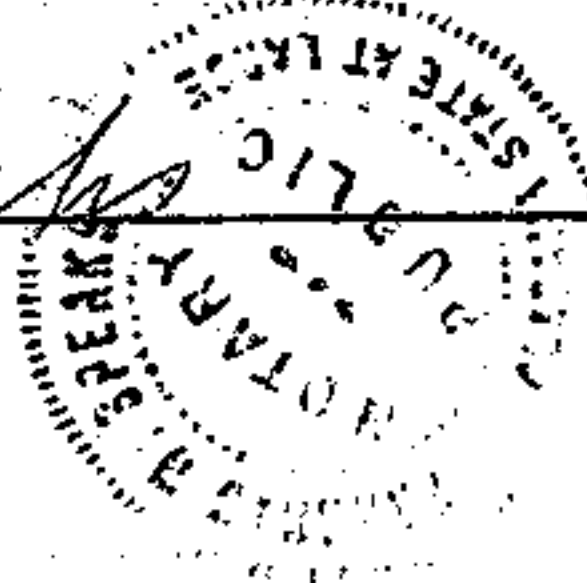
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STATE OF ALABAMA
CHILTON COUNTY

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 day that, being informed of the contents of the conveyance, he, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation,

Given under my hand and official seal, this the 7th day of March, 1983.

Francis W. Speaks
NOTARY PUBLIC



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

1983 MAR 16 AM 10:27

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Mtg. tax - 9750

Rec. 300

And 100

10150

