100.00

Benny Griffin Construction, Inc.

justly indebted to Peoples evidenced by promissory waive note 9 Savings Bank, a corporation, in the sum of bearing even date herewith and due Sixty seven and payable thousand one and 40/100 hundred Seven (67, 107.40

June 28, 1983

the said

is desirous of securing the punctual payment of said note other amounts which I now or may bereafter in any wise Page 1 rder to secure the payment of same or any renewal thereof, together with all and any additional and ank, a corporation, its beirs, successors or assigns, including any future advances and all other debts and rother sequired by them during the life of this mortgage, which assignment or other acquirement by this mortgage; either before or after the due date of this mortgage;

unto the said Peoples 'n assigns, the following-described property, situated in Chilips County, Ala,- to wit; Construction, Inc.

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430 8454808

Two, as Office tot 29 e S 앍 recorded Block Shelby in Map County, according Book Alabama. Ç ∞ the Page 19 င္မ የጐ Sunny В Ľ, the Meadows, Probate Phase

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

This instrument was prepared by The Peoples Savings Bank Clanton, Alabama

have and to hold unto the said Peoples Savings Bank, a corporation, its beirs, ald property situated in Shelby means or assigns forever. _County, Alabama, and warranted free from all encumbrances and against any adverse claims. To

use to be paid, the hereinbefore-described note.

when the same falls due, and also all other

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Now the conditions of the above conveyance are such that if we pay, or

ligbilities secured hereby at their majurity, then this conveyance is to cease or in the payment of any other indebtedness secured bereby, in whole or I or possession of any said property, or if said Peoples Savings Bank, a co tis maturity, or should we at any time sell, convey or dispose of said property or part with the title, its heirs, successors or assigns, shall declare or make said debt and liabilities due and payable, in do so being hereby given to and conferred upon them absolutely, at any time hereafter, whenever n, its heirs, successors or assigns are hereby authorized and empowered, before or after maturity, at its same either on the premises, or where located or at the Courthouse door of Chilton County, Alabottee of the time, place, and terms of said sale, together with a description of the property to be sold, on; provided that, if the amount secured by this mortgage is \$500.00 or more, notice shall be given by in Chilton County, Alabama, or in the County in which such lands, or a portion thereof is situated of making such sale, including a reasonable attorney's fee. Second, to the payment of what may

the sale of the above-described property, may be bidders for and purchasers of said property, such sale, the agent or attorney making the sand administrators covenant with the said Peaceable possession of the same against being hereby vested in them, or any part thereof, under the power of sale herein contained, the said Peoples Savings Bank, a corporation, its heirs, perty, or any part thereof, and in the event of any such purchase by the said Peoples Savings Bank, a corporation, its alle is hereby authorized and empowered to execute to it or them a property conveyance for the lands so purchased. And copies Savings Bank, a corporation, its heirs, successors and assigns that we will warrant the title so made, and forever the lawful claims of all persons whomsoever. me HY

on the terms and easigns is hereby authorized and empowered, either before or after maturity, to take possession of any on the terms and conditions as provided hereinabove, for the foreclosure of this mortgage; and to sue for and other-rops due or to become due to us, as landlord, joint tenants, tenants in common or share croppers, and if at any ed to apply any money or other property in their possession to the payment or part payment of the debts or listed the property advanced by them to us remains in them, so long as such money or property remains in their

an the event this mortgage is foreclosed in a Court of equitable or proper by said Peoples Savings Bank, a corporation, its being by suit or otherwise, we agree to nav jurisdiction, we agree to pay a reasonable solicitor's fee for the foreclosure thereof, or should it be deemed nocessary or assigns to employ an attorney to protect their interest in any of the hereinbefore-described property, whether hereines, the same to become a part of the debt hereby secured.

[67, 107, 40]

In some insurance insurance.

sinst loss by fire or tornado in a sum not less than \$. The first property so insured said mortgages as its interest may appear. In the event we fail to keep such property so insured said mortgages may it the debt secured hereby or the mortgage may declare the indebtedness secured hereby due and payable and proceed.

4 THE STATE OF PAGE 809 said State, THE STATE 8 IN WITNESS WHEREOF Given under my hereby certify that on (or made known to me) to be the wife of the within name 읔 to pay all taxes or other sesesments on this property ALABAMA, ALABAMA, whereat, I bereanto set my hand, this hand, this the KHAKAK COUNTY. CHILTON signed to the undersi ucknowledged that she signed COUNTY Griffin conveyance, and as President 4 3 NAY 4 lay the same bears date. within 30 days after same become delinquent, and the record fee of this conveyance. ea,ind my hand R. e. တ of Benny Fiffin Construction. Inc. ****** SHELEY DO. Y THIS Y THIS ON THE 3 Sandanknown to me acknowledged before me on this day that, being informed of the expirate of this ξ. Ö and seal will and accord, ...who being examined, separate and apart from the husband, touching her signature to the BENNY CRIFFIN CONSTRUCTION. Ву: this the without fear, constraint or threats on the part S President 29th de or ... a Notary Public in and for said County, a Notary Public in and for said County, in ş Ď 19 April came before me the within named TNC of the bushend. Notary Feblic. Notary Public. (F #) F F f Ħ ø ĺω ω

and was recorded in Vol

certify that the foregoing

attation.

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office on this

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Judge of the

Probate Court of said

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Judge of Probata.

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THE STATE

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alabama,

CHILTON

COUNTY.