

THE STATE OF ALABAMA, CHILTON COUNTY.
KNOW ALL MEN BY THESE PRESENTS:

294

100.00

- That whereas, I (or) We, Benny Griffin Construction, Inc.

justly indebted to Peoples Savings Bank, a corporation, in the sum of Sixty seven thousand one hundred seven Dollars (\$ 67,107.40),
as is evidenced by promissory note bearing even date herewith and due and payable and 40/100 -----

June 28, 1983

And, whereas, the said

is desirous of securing the punctual payment of said note, at maturity, and in order to secure the payment of same or any renewal thereof, together with all and any additional and other amounts which I now or may hereafter in any wise owe said Peoples Savings Bank, a corporation, its heirs, successors or assigns, including any future advances and all other debts and demands of any kind which we may now or may hereafter owe others, assigned to or otherwise acquired by them during the life of this mortgage, which assignment or other assignment we hereby authorize and confirm, or before the payment in full of all amounts secured by this mortgage, either before or after the due date of this mortgage:

Now, therefore, I Benny Griffin Construction, Inc. do hereby grant, bargain, sell and convey unto the said Peoples Savings Bank, its heirs, successors or assigns, the following-described property, situated in Chilton County, Ala. to wit:

~~808~~ 430 ~~211~~ 808

Lot 29, Block 1, according to the Survey of Sunny Meadows, Phase Two, as recorded in Map Book 8, Page 19 A & B in the Probate Office of Shelby County, Alabama.
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

All of said property situated in Shelby County, Alabama, and warranted free from all encumbrances and against any adverse claims. To have and to hold unto the said Peoples Savings Bank, a corporation, its heirs, successors or assigns forever.

Now the conditions of the above conveyance are such that if we pay, or cause to be paid, the hereinbefore-described note, when the same falls due, and also all other liabilities secured hereby at their maturity, then this conveyance is to cease and be void; but should we make default in the payment of said note, in whole or in part, at maturity, or in the payment of any other indebtedness secured hereby, in whole or in part, at its maturity, or should we at any time sell, convey or dispose of said property or part with the title or possession of any said property, or if said Peoples Savings Bank, a corporation, its heirs, successors or assigns, shall declare or make said debt and liabilities due and payable, in event they deem such action desirable to better secure their said claim, the right to do so being hereby given to and conferred upon them absolutely, at any time hereafter, whenever they deem such action desirable or proper, said Peoples Savings Bank, a corporation, its heirs, successors or assigns are hereby authorized and empowered, before or after maturity, at any time to take possession of said property and, with or without possession, sell the same either on the premises, or where located or at the Courthouse door of Chilton County, Alabama, at public outcry to the highest bidder for cash, after having given ten days notice of the time, place, and terms of said sale, together with a description of the property to be sold, by posting written notices thereof at three public places in Chilton County, Alabama; provided that, if the amount secured by this mortgage is \$100.00 or more, notice shall be given by publication, once a week for three successive weeks in some newspaper published in Chilton County, Alabama, or in the County in which such lands, or a portion thereof is situated. The proceeds of said sale shall be applied as follows: First, to the costs and expenses of making such sale, including a reasonable attorney's fee. Second, to the payment of what may

Record Fee, \$.....