

MORTGAGE

1169

ROBERTS & SON, BIRMINGHAM

THE STATE OF ALABAMA, CHILTON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

L & M Homes Inc

That, Whereas, the undersigned grantor,

justly indebted to Peoples Savings Bank

of sixty five thousand and no/100 (\$65 000 00) ----- in the sum

as evidence by promissory waive note bearing even date with this instrument, and due and payable on or before July 23 1984

And being desirous of securing the punctual payment of said note at maturity it has

granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Peoples Sav

ings Bank its successors XXXX his heirs and assigns, the following described property, situated in

Chilton County, and State of Alabama, to-wit:

Shelby

Lot 13 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. SPEARS
 CLANTON, ALABAMA

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 XXXX 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

his 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 his 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

its 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 heirs and administrators, covenant with the said Peoples
 Savings Bank its successors XXXX his heirs 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. its

Given under its hand and seal this the 23rd day of July 19 83

WITNESS:

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

BY: *Herman Leo Mistal* (SEAL)
 PRESIDENT (SEAL)

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

35045

BOOK 435 PAGE 619
 See Release Memo PL 539579- (00-21-83)

STATE OF ALABAMA
CHILTON COUNTY,

I, Walter Hayden III, 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 seal, this the 23rd day of July 1983.

Walter Hayden III
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED
1983 AUG 24 AM 9:02

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

Mtg Tax	97.50
Deed	3.00
Prod	1.00
	<hr/> 101.50

BOOK 435 PAGE 620

1983 AUG 24

