This is a Construction Mortgage

Book 53

P. O. Box 215 Pelham, Al. 35124 ... 2,4

by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mort-

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity. or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

gagee, or assigns, and be at once due and payable.

J. E. Bishop Homes, Inc.

	have hereu	nto set j	.t's signa	ture and seal	, this 2nd	day of September	, 1983
_			374H	PEALL SHELBY CO.	·	. E. Bishop Homes,	Inc. (SEAL)
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ठ	I,			-		, a Notary Public in and	l for said County, in said State,
	hereby certi	ify that					· •
	whose name	sig	ned to the fo	regoing conveyance	. and who	known to me ackn	wledged before me on this day,
	that being			ts of the conveyant	•		on the day the same bears date.
	Given u	ınder my b	and and offic	ial seal this	day	of	. 19
	MATERIAL DESCRIPTION AND ADDRESS OF THE PROPERTY OF THE PROPER					· · · · · · · · · · · · · · · · · · ·	Notary Public.
·	THE STAT	e or	Alabama Shelby	}			to "there" a
						, a Notary Public in and	l for said County, in said State,
	bereby certi	ify that	James E.	Bishop			
	whose name		esident	•		Bishop Homes, In	
	a corporation, is signed to the foregoing conveyance, and who being informed of the contents of such conveyance, he, as such						
	for and as the act of said corporation. Given under my hand and official seal, this the 2n				2nd	day of September	1983
					ZIIG	Dulling TV	Notary Public
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Alabama Birmingham,

Return to:

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