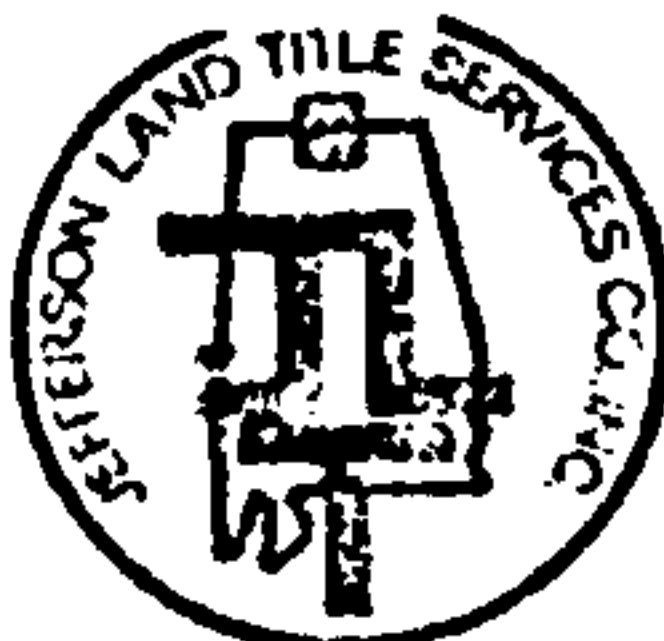


This instrument prepared by
Harrison, Conwill, Harrison & Justice
(Name) Attorneys at Law
P.O. Box 557
(Address) Columbiana, Alabama 35051



Jefferson Land Title Services Co., Inc.
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020
BIRMINGHAM, ALABAMA 35201
AGENTS FOR
Mississippi Valley Title Insurance Company

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Pete G. Gerontakis and wife, Louise Gerontakis;

Randall H. Goggans and wife, Holly Goggans

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

William Bradford Kidd and/or Margaret C. Kidd

19810513000053810 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
05/13/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty Thousand and no/100----- Dollars
(\$ 60,000.00 plus interest as evidenced by one promissory note of this date payable in twenty (20) annual installments each in the amounts of \$6,573.00 beginning April 27, 1982.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Pete G. Gerontakis and wife, Louise Gerontakis

Randall H. Goggans and wife, Holly Goggans

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

All that part of the North Half of the Southwest Quarter of Section 31, Township 19 South, Range 2 East lying North of the Old Harpersville-Westover Road;

ALSO, The West one-third of the West Half of the Northwest Quarter of Section 31, Township 19 South, Range 2 East.

ALSO, the West one-third of the Southwest Quarter of the Southwest Quarter of Section 30, Township 19 South, Range 2 East.

ALSO, the East Half of the Northeast Quarter of Section 36, Township 19 South, Range 1 East.

Situated in Shelby County, Alabama.

Mineral and mining rights excepted.

In event of a sale of one or more portions of the subject real estate by the Mortgagor, the Mortgagee agrees to release the parcel from the lien of this mortgage upon the condition that Mortgagee receives Nine Hundred Dollars (\$900.00) per acre sold and released from said mortgage. Said sum paid shall be credited against the last principle payments required under the note secured by this mortgage.

Upon the due date of the tenth (10th) annual payment or anytime thereafter, Mortgagee may at Mortgagee's option demand the balance of the principle and any accrued interest due and payable. It is understood and agreed that Mortgagee shall give Mortgagor sixty (60) days written notice of said demand for payment.

THIS IS A PURCHASE MONEY MORTGAGE.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee. Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the full and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended 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 Mortgagee, or assigns, and be at once due and payable.

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

Pete G. Gerontakis and wife, Louise Gerontakis;

Randall H. Goggans and wife, Holly Goggans

have hereunto set our signatures and seal, this

25th day of April, 19 81

Pete G. Gerontakis (SEAL)

Louise Gerontakis (SEAL)

Randall H. Goggans (SEAL)

Holly Goggans (SEAL)

THE STATE of ALABAMA

Jefferson -SHELBY COUNTY

I, the undersigned authority

, a Notary Public in and for said County, in said State,

hereby certify that

Pete G. Gerontakis, husband of Louise Gerontakis

whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 25th day of April, 19 81

Notary Public.

THE STATE of

COUNTY

PHILLIPS J. SARRIS, Notary Public

Alabama State at Large

My Comm. Expires 12/31/82 in said State,

I,

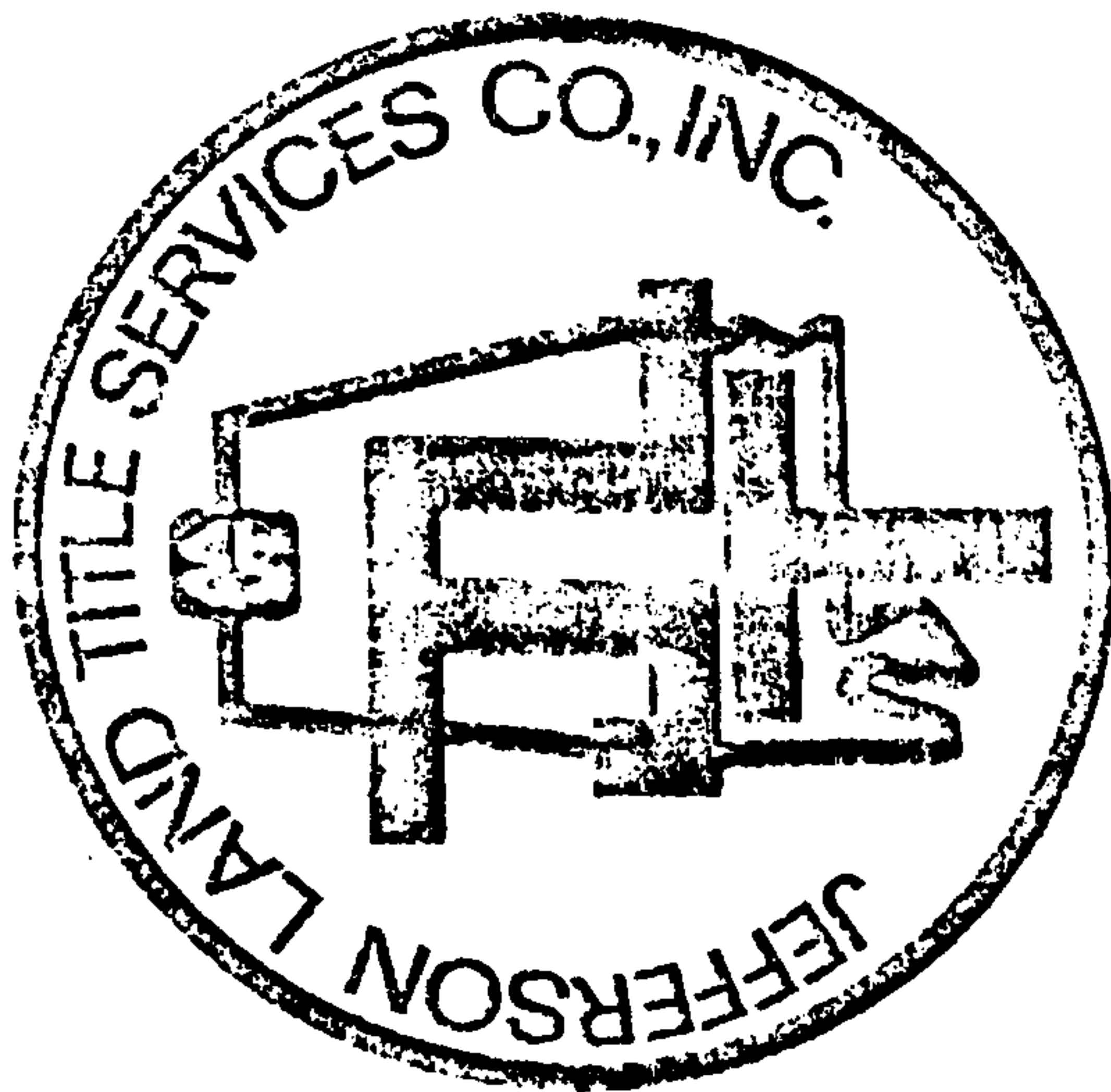
hereby certify that

whose name as of 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 such 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 official seal, this the day of, 19

, Notary Public

MORTGAGE DEED



ording Fee \$
eed Tax \$

This form furnished by

4001 Grand Blvd. Birmingham, Ala. 35201

NORTH & F.O. BOX 1401 S. 11th St. (202) 474-0000

BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Jefferson Land Title Insurance Company

BOOK 412 PAGE 416

STATE OF ALABAMA)

COUNTY OF SHELBY *Jefferson*)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Louise Gerontakis, wife of Pete G. Gerontakis

whose name(s) 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of April, 19 81

Phillips J. Sarris
Notary Public

My Commission Expires: PHILLIPS J. SARRIS, Notary Public
Alabama State at Large
My Commission Expires June 18, 1984

STATE OF ALABAMA)

COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Randall H. Goggans, husband of Holly Goggans

whose name(s) 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of April, 19 81

Gen. T. Sarris
Notary Public

My Commission expires: 1982

STATE OF ALABAMA)

COUNTY OF SHELBY)

General Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Holly Goggans, wife of Randall H. Goggans

whose name(s) 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of April, 19 81

Gen. T. Sarris
Notary Public

My Commission expires: 1982

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