

This instrument was prepared by

389

(Name) Alabama Federal Savings and Loan Association

(Address) 213 NORTH 20TH STREET B'HAM, ALABAMA 35203

STATE OF ALABAMA  
COUNTY OF JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS: That Whereas.

RANDALL H. GOGGANS, A MARRIED MAN  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Alabama Federal Savings and Loan Association

FIFTY-FIVE THOUSAND AND NO/100 (hereinafter called "Mortgagee", whether one or more), in the sum Dollars  
of (\$ 55,000.00 ), evidenced by one promissory note of even date herewith, bearing interest from date and at the rate therein  
provided and which said indebtedness is payable in the manner as provided in said note, and the said note forming a part of this in-  
strument

NOTE OF EVEN DATE AND PAYABLE IN ONE PAYMENT DUE JUNE 30, 1988, WITH INTEREST AS SET OUT  
IN SAID NOTE.

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BOOK 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.

RANDALL H. 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:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION

SAID PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGOR.

In the event of sale or transfer of title to the premises described in this mortgage without the prior consent of Alabama Federal  
Savings and Loan Association the principal sum due upon the note secured by this mortgage, at the option of the holder hereof,  
shall immediately become due and payable without notice or demand, such notice or demand being expressly waived.

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

Ala. Fed.  
113-70.

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.

**RANDALL H. GOGGANS**

1st day of April 1988  
Randall H. Barr (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

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

ed the same voluntarily on the day the same bears date.  
April 19 88  
Cindy E. Miller Notary Public.

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

\_\_\_\_\_, Notary Public

ATTN: CINDY TUTEN

# MORTGAGE

**RANDALL H. GOGGANS**

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ALABAMA FEDERAL SAVINGS & LOAN  
ASSOCIATION

SCHEDULE A

Part of the NE 1/4 of Section 27, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at the Southeast corner of NE 1/4 of NE 1/4 of said Section 27, run in a Westerly direction along the South line of said NE 1/4 of NE 1/4 for a distance of 815.51 feet; thence turn an angle to the left of 39 deg. 07 min. 43 sec. and run in a Southwesterly direction for a distance of 650.30 feet, more or less, to a point on the East line of the SW 1/4 of NE 1/4 of said Section 27; thence turn an angle to the left of 52 deg. 20 min. 38 sec. and run in a Southerly direction along the East line of said SW 1/4 of NE 1/4 for a distance of 506.46 feet to an existing iron pin; thence turn an angle to the right of 52 deg. 23 min. 31 sec. and run in a Southwesterly direction for a distance of 649.85 feet, more or less, to an existing iron pin being on the South line of said SW 1/4 of NE 1/4; thence turn an angle to the right of 39 deg. 09 min. 39 sec. and run in a Westerly direction along the South line of said SW 1/4 of NE 1/4 for a distance of 550.76 feet to an existing iron pin being the Southeast corner of Lot 10, Parkview, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 7 page 44; thence turn an angle to the right of 89 deg. 04 min. and run in a Northerly direction along the East line of said Parkview Subdivision for a distance of 1157.88 feet to an existing iron pin; thence turn an angle to the right of 91 deg. 19 min. and run in an Easterly direction for a distance of 273.86 feet to an existing iron pin; thence turn an angle to the left of 24 deg. 20 min. and run in a Northeasterly direction for a distance of 228.40 feet; thence turn an angle to the right of 61 deg. 02 min. 50 sec. and run in a Southeasterly direction for a distance of 219.91 feet to an existing iron pin; thence turn an angle to the left of 80 deg. 34 min. 09 sec. and run in a Northeasterly direction for a distance of 363.00 feet to an existing iron pin; thence turn an angle to the left of 46 deg. 00 min. and run in a Northerly direction for a distance of 102.00 feet to an existing iron pin; thence turn an angle to the right of 90 deg. and run in an Easterly direction for a distance of 240.32 feet; thence turn an angle to the left of 90 deg. 02 min. 32 sec. and run in a Northerly direction for a distance of 550.05 feet; thence turn an angle to the right of 90 deg. 00 min. 19 sec. and run in an Easterly direction for a distance of 699.11 feet; thence turn an angle to the left of 89 deg. 57 min. 53 sec. and run in a Northerly direction for a distance of 250.00 feet; thence turn an angle to the right of 90 deg. 01 min. 25 sec. and

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run in an Easterly direction for a distance of 485.60 feet to a point on the East line of the NE 1/4 of NE 1/4 of said Section 27; thence turn an angle to the right and run in a Southerly direction along said East line of NE 1/4 of NE 1/4 for a distance of 926.32 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

ALSO,

Commence at the Southwest corner of the East 1/2 of the SE 1/4 of the NW 1/4 of Section 27, Township 19 South, Range 2 West, and run East along the South line of said 1/4 1/4 Section a distance of 924.30 feet to the point of beginning, said point being the Southeasterly corner of Lot 10, Parkview, as recorded in Map Book 7 page 44 in the Probate Office of Shelby County, Alabama; thence continue along the last described course a distance of 16.02 feet to a point; thence 90 deg. 28 min. to the right in a Northerly direction along the West line of Lots 19, 18, 17, 16, 15, Block 1, First Sector, Cherokee Forest as recorded in Map Book 5 page 17 in Probate Office of Shelby County, Alabama, and the West line of Lots 14-A and 13-A, Block 1, a Resurvey of Lots 13 & 14, Block 1, First Sector, Cherokee Forest, as recorded in Map Book 6 page 46 in the Probate Office of Shelby County, Alabama, and the Southerly prolongation of said Block 1, First Sector, Cherokee Forest, a distance of 2545.20 feet to a point; thence 83 deg. 29 min. 34 sec. to the left in a Northwesterly direction a distance of 37.02 feet to the Northeast corner of Lot 20, Parkview, as recorded in Map Book 7 page 44 in the Probate Office of Shelby County, Alabama; thence 96 deg. 58 min. 26 sec. to the left in a Southerly direction along the Easterly line of Lots 20, 19, 18, 17, 16, 15, 14, 13, 12, 11 and 10, Parkview, a distance of 2549.35 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any portion of subject property which may lie in Parkview Subdivision, as recorded in Map Book 7 page 44 or which may be in First Sector, Cherokee Forest, as recorded in Map Book 5 page 17, or which may lie in that property conveyed to Arrowhead Associates, Inc., as described in Deed recorded in Deed Book 303 page 499 in Probate Office of Shelby County, Alabama.

ALSO, LESS AND EXCEPT: Commence at the Southwest corner of Lot 19, Cherokee Forest, First Sector, a subdivision, as recorded in Map Book 5 page 17 in the Office of the Judge of Probate of Shelby County, Alabama for a point of beginning; thence Easterly along the South line of said Lot 19, a distance of 223.86 feet to the Westerly right of way margin of Forest View Drive, a dedicated street in said subdivision; thence continue along last stated course and along and with the South right of way margin of said dedicated street 20.0 feet; thence 88 deg. 41 min right 40.00 feet; thence 91 deg. 19 min. right, 19.94 feet; thence 91 deg. 19 min. left, 269.86 feet; thence 90 deg. right, 223.86 feet to the East line of Lot 13, Parkview, as recorded in Map Book 7 page 44, Office of the Judge of Probate; thence 90 deg. right and along and with the East line of Lots 13, 14 and 15, Parkview, 315.00 feet to the Southwest corner of Lot 19, Cherokee Forest, 1st Sector, the point of beginning; being situated in Shelby County, Alabama.

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88 APR -6 AM 11:59

1. Local Tax 4  
2. Mig. Tax 82.50  
3. Recording Fee 10.00  
4. Indexing Fee 1.00  
TOTAL 92.50