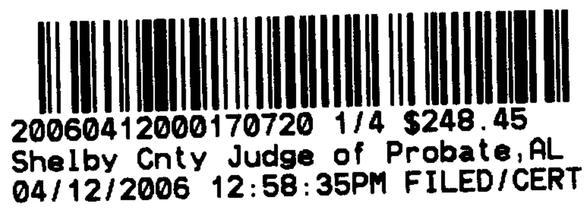
THIS INSTRUMENT PREPARED BY:



Name: James F. Burford, III
Address: 1318 Alford Avenue, Suite 101
Birmingham, Alabama 35226

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Randall H. Goggans, a married man is/are justly indebted to John C. Hearn in the sum of One Hundred Fifty-Two Thousand Two Hundred Fifty and 00/100 Dollars ($152,250.00) evidenced by promissory note bearing even date herewith and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Randall H. Goggans do, or does, hereby grant, bargain, sell and convey unto the said John C. Hearn (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

Described on Exhibit A attached hereto and incorporated by reference herein.

This is a second mortgage, second to that certain first mortgage from Mortgagor herein to Central State Bank (the First Mortgage). In the event of a default in the First Mortgage, a default shall be created in this mortgage and the note secured by this mortgage.

All sums due under this mortgage and the note secured by this mortgage shall be at once due and payable upon the sale of any interest of the property described herein.

The property described herein is not the homestead of the Mortgagor or his spouse.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgage, as the interest of said Mortgagee may appear, and promptly to deliver said polices, or any renewals of said polices, or any renewals of said polices, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance polices to said Mortgagee then said Mortgagee has the option of insuring property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgage, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest, thereon, then this conveyance to be null and void, but should default be made in payment of any sum expended by the said Mortgagee, 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 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, or if any statement of lien is filed under the Statutes of Alabama relating to Liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, on en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale, First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage

refers to the person, or to the persons, or to the corporation named as a grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ~~7th~~ 8th day of April, 2006.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Randall H. Goggans

STATE OF ALABAMA)

General Acknowledgment

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall H. Goggans 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 ~~7th~~ 8th day of April, 2006.

Notary Public
My Commission Expires: 3·1·2010

20060412000170720 2/4 $248.45
Shelby Cnty Judge of Probate,AL
04/12/2006 12:58:35PM FILED/CERT

20060412000170720 3/4 $248.45
Shelby Cnty Judge of Probate, AL
04/12/2006 12:58:35PM FILED/CERT

EXHIBIT A

Parcel 1

East 1/2 of Southeast 1/4 of Section 13, Township 19, Range 9 East and the West 1/2 of the Southwest 1/4 of Section 18, Township 19, Range 2 East, in Shelby County, Alabama.
Together with the right to the use of a non-exclusive easement to be used for road purposes only as more particularly described in the easement agreement from Hammermill Paper Company to Legrand H. Amberson and Frances Y. Amberson dated, to-wit, July 21, 1966 and filed in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama, AND RECORDED AS SET OUT BELOW.*

Less and except any portion of the land set out in the deed recorded as Inst. No. 1999-44903 in the Probate Office being further described as follows:

A part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 19 South, Range 2 East being more particularly described as follows:

Commence at the Northeast corner of said 1/4 – 1/4 section thence South along the East line 420 feet to the point of beginning; thence run westerly along the South boundary of a tract conveyed to William Cunningham 312 feet to a point on the Southwest corner of said Cunningham tract; thence North along West line of the Cunningham tract 420 feet more or less to a point on the North boundary of said 1/4 – 1/4 section line, thence West along North line 88 feet thence left and run South parallel with the East line of said 1/4 – 1/4 section a distance of 577 feet thence left and run East 400 feet more or less to a point on the East line of said 1/4 – 1/4 section, thence left and run North along said East line 157 feet more or less to the point of beginning in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Also Less and Except:
A part of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 19 South, Range 2 East and being more particularly described as follows:
Begin at the Northeast corner of the said 1/4–1/4 section fro the point of beginning; thence run Southerly 420 feet along the 1/4–1/4 section line to a point; thence run Westerly 312 feet to a point; thence Northerly 420 feet, more or less to the North boundary line of 1/4–1/4 section; thence Easterly 312 feet, more or less, to the point of beginning, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2
The West 1/2 of the Southeast 1/4 of Section 13, Township 19 South, Range 1 East in the probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 3
The West 50 feet of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 19 South, Range 1 East, situated in Shelby County, Alabama, and that part at the West 100 feet of the Southwest 1/4 of the Northeast 1/4 Section 24, Township 19 South, Range 1 East, lying North of right of way of Florida Short Route Highway, situated in said County, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

*Deed Book 245, Page 10, amended by Deed Book 290, Page 390, Deed Book 245, Page 15 and Instrument Number 1997-258, as corrected in Instrument Number 1999-35842, all in the Probate Office of Shelby County, Alabama. This easement is subject to the rights of others to use the same.

This conveyance is also together with "NON-EXCLUSIVE RIGHT OF WAY" a true copy of which is attached hereto as Exhibit B. This easement is subject to the rights of others to use the same.

NON-EXCLUSIVE RIGHT OF WAY

20060412000170720 4/4 $248.45
Shelby Cnty Judge of Probate,AL
04/12/2006 12:58:35PM FILED/CERT

EXHIBIT B

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT:
For the consideration of the sum of One Dollar ($1.00) cash in hand paid by Herbert H. Thomas, the receipt whereof is hereby acknowledged, the undersigned, Legrand H. Amberson and wife, Frances Y. Amberson hereinafter called grantor, does hereby grant, bargain, sell and convey unto Herbert H. Thomas, his heirs, successors or assigns, hereinafter called grantees, a non-exclusive right to the use of the existing road which lies in the SE ½ of the SW ¼ of section 18 Township 19 S Range 2 East, which is owned by the aforementioned grantors, and being the main access to the aforementioned grantees property, entering said property approximately 1,000 feet from the SE corner of said property, all of which is situated in Shelby County, Alabama. Grantees to have a non- exclusive use of said road for means of ingress and egress only. Grantor shall assume no liability of said road nor shall the grantor have any responsibility to the grantees for the maintenance and upkeep of said road. Grantor reserves all its rights to said road and in the event that the grantees, their heirs, successors or assigns, should abandon the use of said road then their rights shall revert to the grantor.

Legrand H. Amberson

Legrand H. Amberson

Frances Y. Amberson

Frances Y. Amberson

ATTEST: J. L. Fletcher Jr.

Sworn to and subscribed before me this 6th day of December, 1966.

Carmen C. Wood

Notary Public