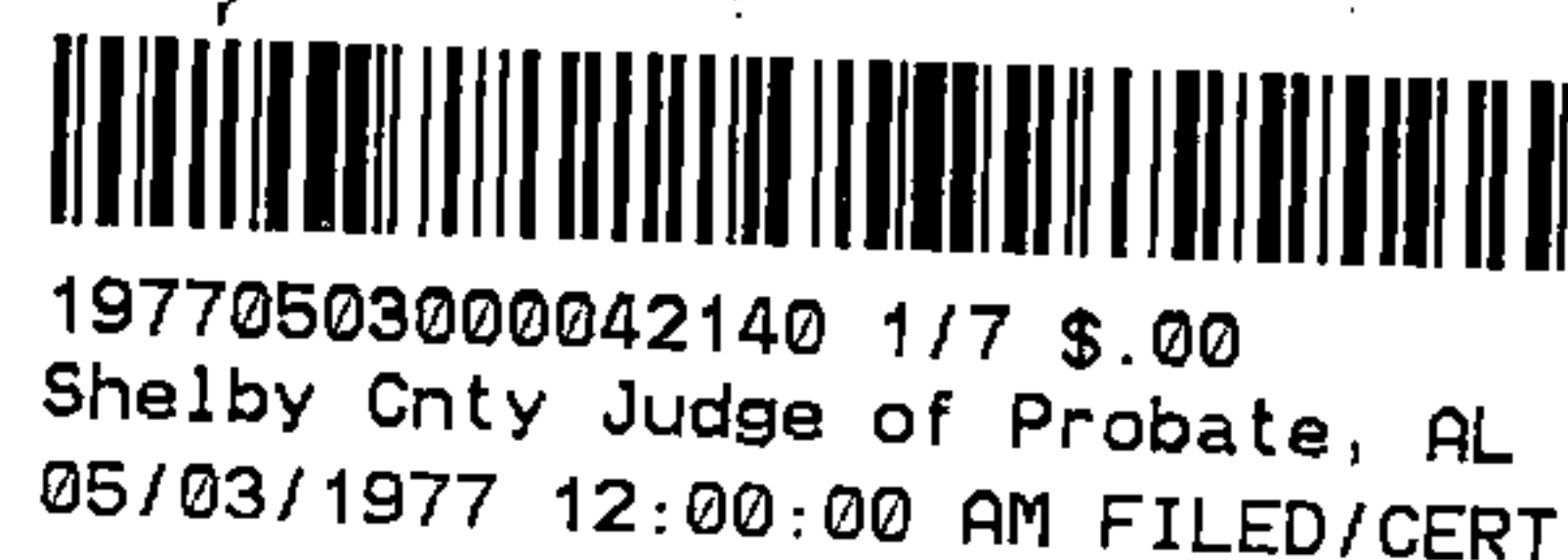


STATE OF ALABAMA)
SHELBY COUNTY)

8239



Before me, the undersigned authority, in and for said County and State, personally appeared YOGENDERA S. GOEL, who, being known to me and being by me first duly sworn, deposes and says as follows:

My name is Yogendera S. Goel. In January of 1973, affiant purchased, along with his wife, Mary C. Goel, Bob Smith and wife, Virginia E. Smith, certain property situated in Shelby County, Alabama, which is shown on Exhibit "A" attached hereto and made a part and parcel hereof, as fully as if set out herein. There were approximately 11 acres of said land as shown on Exhibit "A" and the original purchase price was \$40,000.00. Affiant personally paid \$5,000.00 of the purchase price which was secured by a second mortgage to Joe B. Crawley and Mary B. McGuire Crawley; the balance of the purchase price of \$35,000.00 was financed by the First Bank of Alabaster, for affiant and his wife, and Bob Smith and wife, Virginia Smith by mortgage dated January 16, 1973, a copy of which is attached hereto as Exhibit "B" and made a part and parcel hereof, as fully as if set out herein. It was agreed by the affiant and affiant's wife, and Bob Smith and Virginia E. Smith that Bob Smith and wife, Virginia E. Smith would pay the first 60 installments of 96 installments scheduled on said mortgage shown in Exhibit "B" and that thereafter the remaining installments would be paid by affiant and affiant's wife. Bob Smith and Virginia Smith began making payments on said mortgage and continued to make said payments for approximately two years. At that time, Mr. and Mrs. Smith requested that affiant start making the installments, which affiant would have otherwise made at the expiration of the first 60 installments, in order to give Mr. and Mrs. Smith relief from some financial difficulties which they were having at that time. Affiant has continued to make said payments up until about four months ago, and affiant requested Mr. and Mrs. Smith to resume making said payments. Approximately two or three payments were made by Mr and Mrs. Smith at said time but they have refused to make any further such payments. Heretofore, affiant and his wife executed a deed to Bob Smith and/or wife, Virginia Smith, conveying a portion of said property by deed recorded in Deed Book 290, page 503, which was to correct a previous deed recorded in Deed Book 289, page 655, all in the Probate Records of Shelby County, Alabama. At the time of the conveyance of said property to Mr. and

BOOK 19 PAGE 771

See Misc Book 21 page 570 (9-21-78)



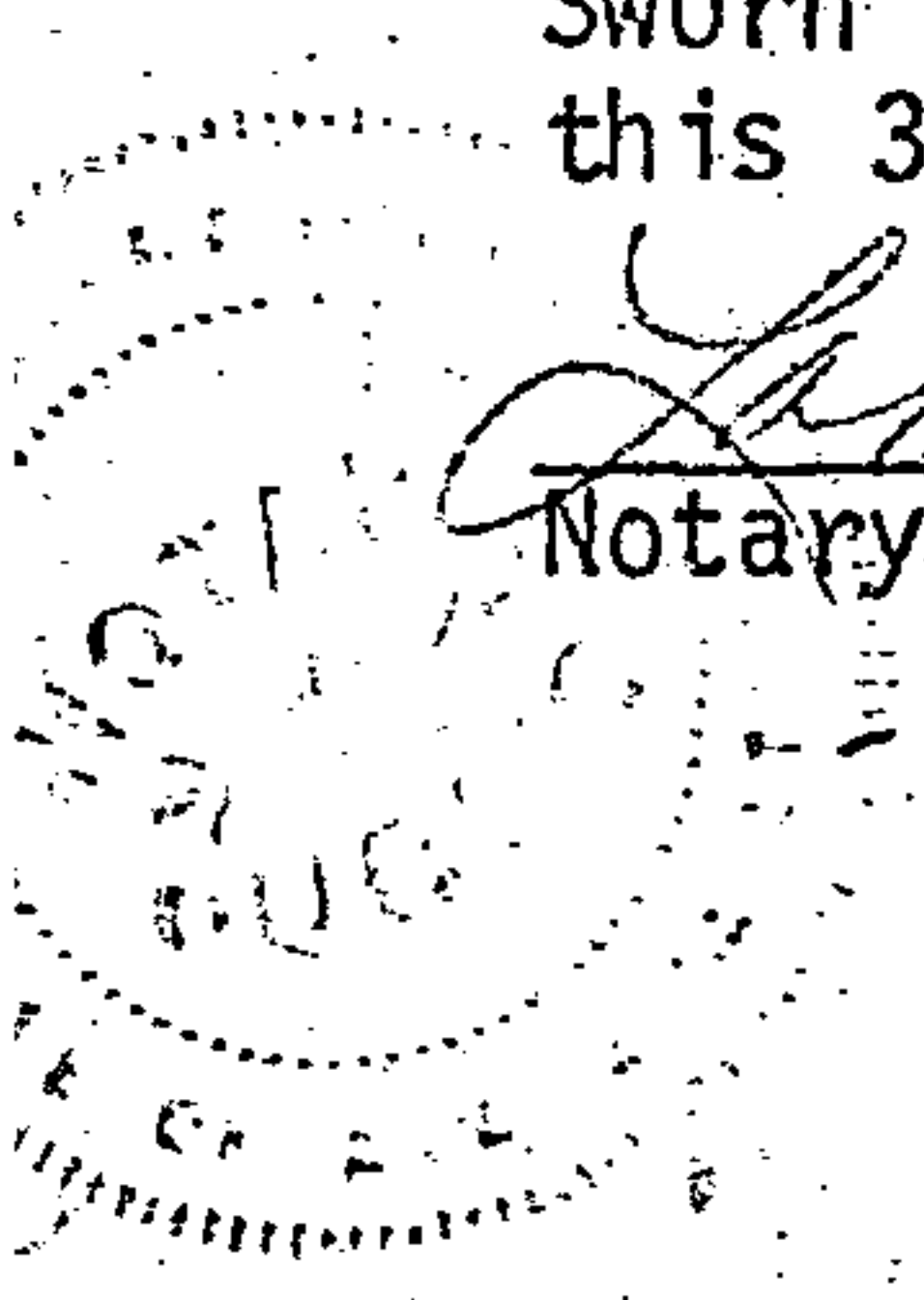
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Shelby Cnty Judge of Probate, AL
05/03/1977 12:00:00 AM FILED/CERT

Mrs. Smith, it was understood and agreed that their obligation to pay one-half the original purchase price, plus interest, would remain, and that said land thus conveyed to Mr. and Mrs. Smith by deeds referred to above recorded in Deed Book 290, page 503 and corrected in Deed Book 289, page 655, would not be cleared from the lien of said mortgage to the First Bank of Alabaster, until such time as Mr. and Mrs. Smith had met their obligations in full as herein provided. Affiant and his wife claim a lien against the property thus conveyed to Bob Smith and Virginia Smith to secure the above stated, and other, obligations, including, but not being limited to those which also arose from the execution of the \$145,000.00 mortgage to the First Bank of Alabaster, covering said property, on September 11, 1973, a copy of which is attached hereto as Exhibit "C".

Virginia Smith

Sworn to and subscribed before me
this 3rd day of May, 1977.

Laura Braskey
Notary Public



BOOK 19 PAGE 772

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Shelby Cnty Judge of Probate, AL
05/03/1977 12:00:00 AM FILED/CERT

R-12-64

(Schedule continued)

Exhib. A

Policy Number 01 002 01 09743
Owners

Policy Number _____
Loan

A parcel of land located in the East 1/2 of the Southeast 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section, thence 44°09' left measured from the East line of said 1/4-1/4 section, in a Northwesterly direction a distance of 974.0 feet; thence 91° left in a Southwesterly direction a distance of 210 feet, thence 89° left in a Southeasterly direction a distance of 404.48 feet; thence 89°21' right in a Southwesterly direction a distance of 258.67 feet, thence 1 degree 18' 56 seconds left in a Southwesterly direction a distance of 273.79 feet, thence 11° 13' 34" left in a southwesterly direction a distance of 213.54 feet, thence 70° 00' 42" left in a Southeasterly direction of 110.22 feet to the beginning of a curve to the left, said curve having a radius of 450 feet and a central angle of 18°45', thence along arc of said curve in a Southeasterly direction a distance of 147.26 feet to end of said curve, thence continue in a Southeasterly direction a distance of 92.52 feet, thence 77°36'36" left in a Northeasterly direction a distance of 708.26 feet, thence 36°36' 44 seconds right in a Northeasterly direction a distance of 281.56 feet to the point of beginning.

BOOK 19 PAGE 773

This instrument was prepared by

E. J. Hubert

(Name)

(Address)

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Dr. Yogendra Singh Goel, M.D.
and Mrs. Mary Goel

and Mr. Bob Smith and Mrs. Virginia Smith

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

The First Bank of Alabaster, Alabaster, Alabama

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

of Thirty Six Thousand Four Hundred and No/100- - - - - Dollars
(\$36,400.00), evidenced by one promissory installment note of even date
consisting of 96 installments of \$36.01 commencing on February 15, 1977
and monthly thereafter until paid in full

BOOK 19 PAGE 774



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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,

Dr. Yogendra Singh Goel, M.D. and Mrs. Mary Goel

and Mr. Bob Smith and Mrs. Virginia Smith

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 CERTAIN LOT OF LAND DESCRIBED AS FOLLOWS:

Lot 1 of the 1st Addition of the First Bank of Alabaster, located in the City of Alabaster, Shelby County, Alabama, containing 1.00 acre, more or less, as shown on the plat of said addition, recorded in the Office of the County Clerk of Shelby County, Alabama, in Book 19, Page 774.

TO HAVE AND TO HOLD unto the said Mortgagee, its heirs and assigns forever, unto the full payment of the above described promissory installment note, together with interest thereon, and the payment of all taxes and assessments levied or assessed upon said land, and the payment of all other charges and expenses incurred by the said Mortgagee in connection with the making of this mortgage.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals, this 3rd day of May, 1977.

Dr. Yogendra Singh Goel, M.D.
and Mrs. Mary Goel
and Mr. Bob Smith and Mrs. Virginia Smith

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 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 keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair 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 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

have hereunto set their signature and seal, this 16th day of January, 1973



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Shelby Cnty Judge of Probate, AL
05/03/1977 12:00:00 AM FILED/CERT

Yogendra Singh Gool (SEAL)
Mary Catherine Gool (SEAL)
Bob Smith (SEAL)
Virginia A. Smith (SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

I, The Undersigned
hereby certify that *Yogendra Singh Gool, M.D. & wife Mrs. Mary Catherine Gool*, a Notary Public in and for said County, in said State,
Smith and wife Mrs. Mary Smith

whose name as signed to the foregoing conveyance, and who are known to me acknowledged before me on this day,
that being informed of the contents of the conveyance have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of January, 1973
Notary Public.

THE STATE of ALABAMA }
SHELBY COUNTY }

I, _____, a Notary Public in and for said County, in said State,
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 _____, 1973.
Notary Public

Return to:

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

E. Schubert

(Name)

(Address)

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Dr. YOGGIE...

...

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

The FirstBank of Alabama, Alabama

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

of Two Hundred Forty Five Thousand Nine Hundred and No/100- Dollars (\$245,000.00), evidenced by The initial promissory note on this construction loan, to be followed by a series of term notes of various maturities, to be due on February 11, 1974 and total of all to be under and secure this mortgage, under this construction loan.



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Shelby Cnty Judge of Probate, AL
05/03/1977 12:00:00 AM FILED/CERT

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,

Dr. YOGGIE... wife Mrs. ...
Mr. ... wife Mrs. Virginia ...

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in

County, State of Alabama, to-wit:

A parcel of land located in the East 1/2 of the Southeast, of Section 16, Ship 19 South, Range 2 West, Shelby County, Alabama, more particularly as follows:

begin at the Northeast corner of the South ... the Northeast ...
Section, thence 44 degrees 09' left measured from east line of said ...
in a Northwesterly direction a distance of 875.0 feet thence ...
in a Southwesterly direction a distance of 210 feet, thence 89 degrees ...
in a Southeasterly direction a distance of 444.02 feet; thence ...
right in a Southwesterly direction a distance of 150.67 feet, thence ...
degree 11' 55 seconds left in Southwesterly direction a distance of ...
feet, thence 11 degrees 13' 34" left in Southwesterly direction ...
ance of 213.54 feet, thence 70 degrees 00' 40" left in a South ...
direction of 110.22 feet to the beginning of a curve to the left, said ...
curve having a radius of 450 feet and a central angle of 16 degrees ...
thence along arc of said curve in a Southeasterly direction a distance of ...
167.26 feet to end of said curve, thence continue in a Southeast ...
direction a distance of 92.52 feet, thence 77 degrees 36' 30" left ...
a Northwesterly direction a distance of 308.26 feet, thence 15 degrees ...
30' 44 seconds right in a Northwesterly direction a distance of ...
feet to the point of beginning.

situated in Shelby County, Alabama

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.

THIS FORM FROM
MAYERS Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE -- ABSTRACTS
TRUSTS
Birmingham, Alabama