

(Name) JAMES F. BURFORD, III, SUITE 2900, 197
(Address) 300 VESTAVIA OFFICE PARK, BIRMINGHAM, ALABAMA 35216

19810304000025190 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
03/04/1981 00:00:00 FILED/CERTIFIED

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY &
ST. CLAIR

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

RANDALL H. GOGGANS and wife, HOLLY H. GOGGANS

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to JAMES M. TINGLE and The
ALLIED COMPANY, INC.

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty Thousand and 00/100 Dollars
(\$ 20,000.00), evidenced by note bearing even date herewith

BOOK 410 PAGE 402

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 wife,
Holly H. Goggans

an undivided $\frac{1}{2}$ interest in
and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby and St. Clair County, State of Alabama, to-wit:

Parcel I:

$E\frac{1}{2}$ of $SE\frac{1}{4}$, Section 25, Township 18 South, Range 2
East, Shelby County, Alabama. 4576

Parcel II:

$N\frac{1}{2}$ of $N\frac{1}{2}$, Section 31, Township 18 South, Range 3
East, LESS AND EXCEPT the $NE\frac{1}{4}$ of $NE\frac{1}{4}$ of said Section
31, Township 18 South, Range 3 East; being situated
in St. Clair County, Alabama, Pell City Division. 6076

Subject to:

First Mortgage from Randall H. Goggans and wife, Holly H. Goggans to Carleen Embry and
Lynda Embry Florey.

Ad valorem taxes due in Shelby and St. Clair Counties, Alabama for the years 1981
and thereafter.

Parcel I in Shelby County, Alabama: Gas, oil and mineral lease to Amoco Production
Company recorded in Deed Book 327 Page 566 in Probate Office;

Parcel II in St. Clair County, Alabama: Plantation Pipeline Easement dated July 23,
1941 and recorded in Book 23, Page 559 in St. Clair County.

This mortgage and the note secured hereby can not be assumed and all sums due shall
be payable in full upon the sale of the property described herein.

BARNETT, TINGLE, NOBLE & SEXTON

ATTORNEYS AT LAW

1600 CITY FEDERAL BUILDING

2026 SECOND AVENUE NORTH

BIRMINGHAM, ALABAMA 35203

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

Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for-
; 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 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 Mort-
gagee, 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 Mort-
gagee, 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 con-
veyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or as-
signs, 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 posses-
sion of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by pub-
lishing 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 neces-
sary 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 Randall H. Goggans and wife, Holly H. Goggans
have hereunto set their signatures and seal, this 26 day of February, 1981

Randall H. Goggans

Holly H. Goggans

THE STATE of ALABAMA

COUNTY

I, the undersigned
hereby certify that

Randall H. Goggans and wife, Holly H. Goggans

whose names are 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 26 day of February, 1981

Notary Public

THE STATE of

COUNTY

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

day of

, 19

Notary Public

1981 MAR -4 AM 10: 25

J. A. Brown, Jr.
JUDGE OF PROBATE
May. 30.00
Feb. 3.00
Sub. 1.00
Total 34.00

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

MORTGAGE DEED

TO

Return to:
BANKETT, TINGLE, NOBLE & SEXTON
ATTORNEYS AT LAW
1600 CITY FEDERAL BUILDING
BIRMINGHAM, ALABAMA 35203
322-0471