

(Name) James F. Burford, III

(Address) Suite 2900, 300 Vestavia Office Park, Birmingham, AL 35216

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

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

FRED JONES and wife, MARY K. JONES

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

of Fourteen Thousand Four Hundred Eighty Four and 11/100-----Dollars
(\$ 14,484.11), evidenced by promissory note bearing even date herewith calling
for payment in full plus interest at ten percent (10%) per annum on or
before January 20, 1983.

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, a married
man

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 Exhibit "A" for legal description.

This is a purchase money fourth mortgage.

Non-payment by Mortgagor of the first three mortgage payments
due on the demised property shall cause a default in this
mortgage and the note secured hereby.

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

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BOOK

See release Trise. Bk. 48 pg. 483 (1/28/83)

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 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 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, A MARRIED MAN

have hereunto set HIS signature and seal, this

9 day of DECEMBER, 1982

Randall H. Goggans (SEAL)
Holly H. Goggans (SEAL)

(SEAL)

THE STATE of Alabama
Jefferson COUNTY }

I, JAMES F. BURFORD III

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

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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9 day of DECEMBER, 1982

Notary Public.

THE STATE of _____
_____ 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 _____, 19 _____

_____, Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

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

EXHIBIT "A"

MORTGAGE FROM GOGGANS TO JONES

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 29, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows: Commence at the SE Corner of said 1/4-1/4 Section; thence run North along the East line of said 1/4-1/4 Section a distance of 139.77 feet to an iron pin and the point of beginning; thence continue last course a distance of 487.72 feet; thence turn left 93 deg. 04 min. 07 sec. a distance of 443.97 feet; thence turn left 86 deg. 10 min. 20 sec. a distance of 488.11 feet; thence turn left 93 deg. 49 min. 40 sec. a distance of 450.45 feet to the point of beginning; being situated in Shelby County, Alabama.

Also conveyed is a 30 foot right-of-way for the purpose of ingress, egress and utilities along the existing drive between the above described parcel and Highway #280.

Subject to:

Mortgage from Fred and Mary K. Jones to First National Bank of Childersburg dated August 20, 1979 in the amount of \$11,933.04 and recorded in Mortgage Book 395, Page 360.

Mortgage from Fred and Mary K. Jones to First Bank of Childersburg dated September 13, 1980 in the amount of \$13,550.88 and recorded in Mortgage Book 405, Page 860.

Mortgage from Fred and Mary K. Jones to First National Bank of Childersburg dated March 13, 1982 in the amount of \$14,239.68 and recorded in Mortgage Book 419, Page 67.

Taxes for the year 1983 are a lien, but not due and payable until October 1, 1983.

Transmission Line Permit to Alabama Power Company as shown in instrument recorded in Deed Book 107, Page 229 in the Probate Office.

Right-of-Way granted to South Central Bell Telephone Company by instrument recorded in Deed Book 323, Page 01 in the Probate Office.

All minerals of every kind and character, not owned, including but not limited to, oil, gas, sand and gravel in, on, and under subject property.

1982 DEC 14 AM 8:49

Mtg TAX 21.75
Rec 4.50
Jud 1.00
27.25