MORTGAGE

STATE OF ALABAMA)
COUNTY OF JEFFERSON) 949

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 1st day of February, 1985, by and between the undersigned, Robert M. Goggins and wife, Marie G. Goggins (hereinafter referred to as "Mortgagor," whether one or more) and FIRST AMERICAN MORTGAGE COMPANY, INC. (hereinafter referred to as "Mortgagee"); to secure the payment of Nine Thousand Three Hundred and no/100 Dollars ($9300.00), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, does 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 SHEET FOR LEGAL DESCRIPTION

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

This Mortgage and lien shall secure not only the principal amount hereof, but all future and subsequent advances to or on behalf of the Mortgagor, or any other indebtedness due from Mortgagor to Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof. The above-described property is warranted free from all encumbrances and against adverse claims, except as stated above.

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If the Mortgagor shall sell, encumber or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgage or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable, and this Mortgage be subject to

Cambr[redacted]dge Title agency [redacted] RMG MGG [redacted] foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty 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 the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned have executed this Mortgage on the day first above written.

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Robert M Goggins (SEAL)
ROBERT M. GOGGINS

Marie G. Goggins (SEAL)
MARIE G. GOGGINS

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert M. Goggins and wife, Marie G. Goggins, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this date 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 seal this 1st day of February, 1985.

S. Curt Stuart
Notary Public

My Commission Expires: 1-3-88

A part of the NW¼ of NW¼ of Section 3 Township 22, Range 4 West, more particularly described as follows: Commencing at the SW corner of said forty and run North 690 feet; then East 719 feet to SE corner of James Goggins lot to point of beginning of land herein described; thence run East 210 feet to a point; thence turn to the left and run North parallel to the East line of the James Goggins lot and also the West side of said ¼-¼ Section to a point; thence turn to the left and run in a Westerly direction, parallel with the North line of said ¼-¼ Section 210 feet to a point; thence turn to the left and run in a Southerly direction parallel to the West line of said ¼-¼ Section and along the East line of the James Goggins lot 210 feet to the point of beginning of the lot herein described. Said lot being a part of the NW¼ of the NW¼, Section 3, Township 22, Range 4 West, situated in Shelby County, Alabama.

Rm G.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 FEB 21 AM 8:16

JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	$ 13.95
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	$ 22.45