

1236

THE STATE OF ALABAMA

Shelby County

KNOW ALL MEN BY THESE PRESENTS: That whereas

Goggans Development Co., Inc.

become justly indebted to FIRST ALABAMA BANK OF Birmingham, Alabama

hereinafter called the Mortgagee, in the principal sum of Fifty Thousand and No/100's (\$ 50,000.00 ) Dollars,

as evidenced by one Variable Rate negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee (except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes) and compliance with all of the stipulations hereinafter contained, the said

Goggans Development Co., Inc. (hereinafter called Mortgagors)

do es hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

Shelby County, State of Alabama, viz: Lots 32 through 36 in a proposed subdivision to be know as Berryhill 2nd Sector more particularly described as follows:

See Attached Exhibit A

The proceeds of this loan have been applied on the purchase price of the property described herein conveyed to mortgagor simultaneously herewith.

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P.O. Box 10247

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK ~~XXX~~ \_\_\_\_\_, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

**Current Ad Valorem Taxes, Easements and Restrictions of Record.**

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the 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.

10. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in \_\_\_\_\_

Columbiana, Shelby

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 20th day of July, 19 90.

Goggans Development Co., Inc. (Seal)

By: Randall H. Goggans (Seal)  
 Randall H. Goggans, President

This instrument was prepared by:

NAME Louise D. Holland  
 ADDRESS Commercial Loans/Real Estate Department

SOURCE OF TITLE

BOOK	PAGE			
Subdivision	Lot	Plat Bk	Page	
QQ	Q	S	T	R

CERTIFICATE

State of Alabama)  
 County)

In compliance with Act #871, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is \_\_\_\_\_ upon which the mortgage tax of \_\_\_\_\_ is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of \_\_\_\_\_ County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: \_\_\_\_\_ Mortgagee: First Alabama Bank of \_\_\_\_\_

Date, Time and Volume and Page of recording as shown hereon.

By \_\_\_\_\_  
 Title \_\_\_\_\_

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Downtown

THE STATE OF ALABAMA.

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,

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

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
Notary Public.

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,

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

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
Notary Public.

THE STATE OF ALABAMA,

Jefferson COUNTY.

I, the undersigned, Notary Public in and for said County, in said State,

hereby certify that Randall H. Goggans whose name as President  
of the Goggans Development Co., Inc., 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 the  
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 20th day of July, 1990

*Louis D. Hillard*

\_\_\_\_\_  
Notary Public.

MY COMMISSION EXPIRES MARCH 15, 1993

Commercial Loans/Real Estate

\_\_\_\_\_  
Goggans Development Co., Inc.  
\_\_\_\_\_  
TO  
First Alabama Bank  
P. O. Box 10247  
Birmingham, Alabama 35202

# MORTGAGE

THE STATE OF ALABAMA,

\_\_\_\_\_ COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly record in

Volume \_\_\_\_\_ of Mortgages, at page

\_\_\_\_\_ and examined.

\_\_\_\_\_  
Judge of Probate.



Exhibit "A"

Lots 32 through 36 in a proposed subdivision to be known as Berryhill 2nd Sector more particularly described as follows:

Commence at the southeast corner of the north one-half of the northwest quarter of the southeast quarter of Section 3, Township 21 South, Range 3 West; thence run north along the east line of said one-half of said quarter-quarter section for a distance of 661.68 feet to a point; thence turn an angle to the left of 88 degrees 13 minutes 48 seconds and run in a westerly direction for a distance of 907.51 feet to the point of beginning; thence turn an angle to the left of 103 degrees 25 minutes 05 seconds and run in a southeasterly direction for a distance of 156.46 feet to a point; thence turn an angle to the right of 11 degrees 52 minutes 59 seconds and run in a southeasterly direction for a distance of 140.82 feet to a point; thence turn an angle to the left of 101 degrees 19 minutes 16 seconds and run in a northeasterly direction for a distance of 82.03 feet to a point; thence turn an angle to the right of 102 degrees 45 minutes 34 seconds and run in a southeasterly direction for a distance of 126.12 feet to a point; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southwesterly direction for a distance of 240.00 feet to the beginning of a curve to the right having a radius of 25.00 feet and a central angle of 90 degrees 25 minutes 07 seconds; thence run in a southwesterly to northwesterly direction along the arc of said curve for a distance of 39.45 feet to a point on a compound curve to the right, having a radius of 1,120.19 feet and a central angle of 4 degrees 34 minutes 53 seconds; thence run in a northwesterly direction along the arc of said curve for a distance of 89.57 feet to a point; thence run tangent to last stated curve in a northeasterly direction for a distance of 29.10 feet to a point on a curve to the right having a radius of 25.00 feet and a central angle of 48 degrees 11 minutes 23 seconds; thence run in a northeasterly direction along the arc of said curve for a distance of 21.03 feet to a point on a reverse curve to the left having a radius of 50.00 feet and a central angle of 123 degrees 41 minutes 46 seconds; thence run in a northeasterly to northwesterly direction along the arc of said curve for a distance of 107.95 feet to a point; thence run radial to last stated curve in a northeasterly direction for a distance of 161.83 feet to a point; thence turn an angle to the right of 70 degrees 36 minutes 11 seconds and run in an easterly direction for a distance of 87.99 feet to the point of beginning.

Situated in Shelby County, Alabama.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 JUL 30 AM 9:20

*Thomas H. [Signature]*  
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	75.00
3. Recording Fee	\$	12.50
4. Indexing Fee	\$	3.00
5. N. Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	91.50