

NAME: James F. Burford, III  
 ADDRESS: 100 Vestavia Office Park, Suite 200-A  
Birmingham, Alabama 35216  
 MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

# State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned RANDALL H. GOGGANS  
 a married man  
 justly indebted to PETE GERONTAKIS  
 in the sum of TEN THOUSAND SEVEN HUNDRED SIX AND 00/100 DOLLARS  
 evidenced by promissory note by even date hereunder

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when  
 the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at  
 maturity, the undersigned, RANDALL H. GOGGANS, a married man  
 do, or does, hereby grant, bargain, sell and convey unto the said PETE GERONTAKIS  
 (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

SW 1/4 of NW 1/4 of Section 12, Township 20 South Range 2 East, Shelby County,  
 Alabama.

This mortgage is second and subservient to that certain mortgage from Randall H.  
 Goggans to Barbara H. Stone dated March 4, 1991.

The property conveyed herein is not the homestead of the mortgagor.

Mortgagor does not warrant ingress and egress to the above described property.

BOOK 332 PAGE 01

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing  
 the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises,  
 and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said  
 indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning  
 and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said  
 Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if  
 collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, as-  
 sessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered  
 by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mort-  
 gagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any  
 part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become in-  
 dangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any  
 statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to 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, 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 Mort-  
 gagee 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, in some newspaper pub-  
 lished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court  
 House door in said County, at public outcry, to the highest bidder for cash and 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 it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

✓ 2580 - Holly Ridge Rd.  
 Bham - 35243

on, 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 remainder, if any, to be turned over to the said Mortgagee; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagee by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
on this the 4th day of March 1991  
WITNESSES:

*Randall H. Goggans* (Seal)  
Randall H. Goggans

STATE OF ALA. SHOWN  
I CERTIFY THIS  
INSTRUMENT WAS FILED

91 MAR -5 PM 2:05

*James P. Burford, III*  
JUDGE OF PROBATE

1. Deed Tax	—	—	(Seal)
2. Mtg. Tax	—	—	(Seal)
3. Recording Fee	—	16.00	(Seal)
4. Indexing Fee	—	3.00	(Seal)
5. No. Fee	—	3.00	(Seal)
6. Certified Fee	—	—	(Seal)
Total	—	22.00	

General Acknowledgement

STATE OF ALABAMA  
Jefferson County  
I, the undersigned, *KAREN BRADBERRY*  
*JAMES P. BURFORD, III*  
hereby certify that RANDALL H. GOGGANS, a married man  
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being in-  
formed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

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

Given under my hand and official seal this 4th day of March 1991

*Karen Bradberry* Notary Public.

STATE OF  
COUNTY OF

Corporate Acknowledgement

a Notary Public in and for said County in

I, *K*  
said State, hereby certify that  
whose name as *President 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 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 the

day of , 19

Notary Public

MORTGAGE

TO

This Form Furnished By  
ALABAMA TITLE CO., INC.  
615 North 21st Street  
Birmingham, Alabama