

The true consideration of this instrument is \$60,000.00, the remaining being interest and other miscellaneous charges.

**THE STATE OF ALABAMA
JEFFERSON COUNTY**

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 13th day of August, 1992, by and between

Randall H. Goggans, a married man

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of Sixty Thousand Twenty Five and No/100----- Dollars, with 7.00 % interest from date.

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all interest thereon matures and is payable on the 12th day of October, 1992, or in monthly installments of \$----- each, commencing on the----- day of-----, 19-----, and on the----- day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

Lots 2 and 3, according to the survey of Brookshire, 2nd Sector, a private, single family, residential, estate lot subdivision as recorded in Map Book 16, page 65, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The property herein described does not constitute any portion of Mortgagor's homestead.

Inst # 1992-18627

09/01/1992-18627
11:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 100.25

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein.

(L. S.)

(I. S.)

(L. S.)

(L. S.)

I, _____ the undersigned

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

that Randall H. Goggans and _____
 whose name/names are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that
 being informed of the contents of the conveyance, he executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on the 13th day of August

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Notary Public

JEFFERSON COUNTY

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

that _____ Inst # 1992-18627 and _____

whose name(s) as

whose name(s) as _____ 107291/1992-18627
 respectively, of _____ a _____ are signed to the foregoing conveyance and
 _____ of the contents of the conveyance.

respectively, of _____, who is/are known to me, acknowledged before me on this _____ day of _____, 19____, and being informed of the contents of the conveyance, as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on the _____ day of _____, 19____

Notary Public