

The true consideration of this instrument is \$50,025.00 with the remaining being interest and miscellaneous charges.

**THE STATE OF ALABAMA  
JEFFERSON COUNTY**

**MORTGAGE**

THIS MORTGAGE, made and entered into on this, the 2nd day of July, 1993, by and between

Randall H. Goggans and Holly H. Goggans, a married couple

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 Fifty thousand twenty five and no/100----- (\$50,025.00) Dollars,

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 DEMAND day of \_\_\_\_\_, 19\_\_\_\_, 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:

SEE ATTACHED EXHIBIT "A"

Inst # 1993-20129

07/09/1993-20129  
03:15 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 91.15

3449 Lorne Rd.  
B'ham, AL 35216

This instrument was prepared by Rex Alexander, Executive Vice President, Union State Bank  
Birmingham AL

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.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby  
secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this  
conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebted-  
ness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or  
should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by  
reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part,  
then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately  
due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized  
to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry  
to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of  
the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by  
giving notice in any other manner authorized by law.

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.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said  
property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly,  
the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon,  
and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly,  
the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

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  
first above written.

(L. S.)

Randall H. Goggans

(L. S.)

(L. S.)

Holly H. Goggans

(L. S.)

THE STATE OF ALABAMA }  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify  
that Randall H. Goggans and Holly H. Goggans  
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, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on the 2nd day of July

MY COMMISSION EXPIRES 10-5-06

Notary Public

THE STATE OF ALABAMA }  
JEFFERSON COUNTY

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify  
that \_\_\_\_\_ and \_\_\_\_\_  
whose name(s) as \_\_\_\_\_ and \_\_\_\_\_  
respectively, of \_\_\_\_\_, a corporation, is/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, \_\_\_\_\_  
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



## EXHIBIT "A"

Part of the NE 1/4 of Section 27, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Beginning at a 1 inch crimped iron pin found at the Southeast corner of the NE 1/4 of the NE 1/4 of said Section 27, Township 19 South, Range 2 West, run in a northerly direction along the east line of said 1/4-1/4 section for a distance of 927.30 feet to an existing 1 inch crimped iron pin; thence turn an angle to the left of 87 deg. 51 min. 43 sec. and run in a westerly direction for a distance of 484.60 feet to an existing 1 inch crimped iron pin; thence turn an angle to the left of 90 deg. 01 min. 46 sec. and run in a southerly direction for a distance of 249.98 feet to an existing 1 inch crimped iron pin; thence turn an angle to the right of 89 deg. 59 min. 11 sec. and run in a westerly direction for a distance of 698.65 feet to an existing 1/2 inch crimped iron pin; thence turn an angle to the left of 89 deg. 59 min. 42 sec. and run in a southerly direction for a distance of 549.89 feet to an existing 1 inch crimped iron pin; thence turn an angle to the right of 90 deg. 01 min. 54 sec. and run in a westerly direction for a distance of 240.20 feet to an existing 3/8 inch iron pin; thence turn an angle to the left of 90 deg. 01 min. 16 sec. and run in a southerly direction for a distance of 101.95 feet to an existing 3/8 inch iron pin; thence turn an angle to the right of 46 deg. 00 min. 07 sec. and run in a southwesterly direction for a distance of 362.97 feet to an existing 3/8 inch iron pin; thence turn an angle to the right of 80 deg. 34 min. 09 sec. and run in a northwesterly direction for a distance of 219.91 feet; thence turn an angle to the left of 61 deg. 18 min. 57 sec. and run in a southwesterly direction for a distance of 228.01 feet to an existing 1/2 crimped iron pin; thence turn an angle to the right of 24 deg. 40 min. 26 sec. and run in a westerly direction for a distance of 273.82 feet to an existing 1/4 inch iron pin on the east line of Parkview Subdivision, as recorded in Map Book 7, on Page 44, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the left of 91 deg. 22 min. 33 sec. and run in a southerly direction along said east line of Lots 10 through 15, inclusive, of said Parkview Subdivision, for a distance of 1,157.55 feet to an existing 1 inch open-top iron pin at the southeast corner of said Lot 10 of said subdivision; thence turn an angle to the left of 115 deg. 25 min. 15 sec. and run in a northeasterly direction for a distance of 17.79 feet to an existing 1 inch crimped iron pin on the south line of the SW 1/4 of the NE 1/4 of said Section 27; thence turn an angle to the right of 26 deg. 29 min. 28 sec. and run in an easterly direction along said south line of said 1/4-1/4 section for a distance of 510.15 feet to an existing 1 inch crimped iron pin; thence turn an angle to the left of 38 deg. 48 min. 53 sec. and departing said south line, run in a northeasterly direction for a distance of 650.93 feet to an existing 1/2 inch crimped iron pin on the east line of said SW 1/4 of NE 1/4; thence turn an angle to the left of 52 deg. 26 min. 28 sec. and run in a northerly direction along said east line for a distance of 512.73 feet to an existing 1 inch crimped iron pin; thence turn an angle to the right of 52 deg. 18 min. 55 sec. and departing said east line, run in a northeasterly direction for a distance of 650.53 feet to an existing 1 inch crimped iron pin on the south line of the NE 1/4 of the NE 1/4 of said Section 27;

thence turn an angle to the right of 39 deg. 12 min. 07 sec. and run in an easterly direction along said south line for a distance of 827.69 feet to the point of beginning; being situated in Shelby County, Alabama.

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