

The true consideration of this instrument is \$90,000.00 with the remaining being interest and miscellaneous charges.

**THE STATE OF ALABAMA  
JEFFERSON COUNTY**

**MORTGAGE**

THIS MORTGAGE, made and entered into on this, the **28th** day of **July**, 19 **95**, 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 **Ninety Thousand dollars and No/100----- (\$90,000.00)**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 EXHIBIT "A"

**Inst # 1995-20623**

**08/02/1995-20623  
12:24 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 151.00**

This instrument was prepared by Rex V. Alexander Executive Vice President Union State Bank

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 indebtedness, 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.) \_\_\_\_\_(L. S.)  
Randall H. Goggans  
\_\_\_\_\_(L. S.) \_\_\_\_\_(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, a married man \_\_\_\_\_ 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 \_\_\_\_\_ 28th \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_ 19 95

\_\_\_\_\_  
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



Starting at the Northwest corner of the Northeast 1/4 of Northwest 1/4, Section 34, Township 19 South, Range 1 West said corner being the point of beginning, run South 1 degrees 39 minutes 30 seconds West for a distance of 1951.88 feet to an iron pin; then North 67 degrees 06 minutes 30 seconds East for a distance of 1394.83 feet to an iron pin; then turn an angle to the left and run along the center-line of the Old Mill Road for a distance of 791 feet +/- to the center-line intersection of Grimes' branch, then turn an angle to the right and run down the center-line of Grimes' branch for a distance of 90 feet +/- to the center-line intersection of Yellow Leaf Creek; then turn an angle to the left and run up the center-line of Yellow Leaf Creek for a distance of 625 feet +/- to the intersection of the old mill track, then turn an angle to the right and run North 0 degrees 51 minutes West for a distance of 67 feet +/- to the north line of said section; then run South 89 degrees 09 minutes West along the said north section line for a distance of 371.89 feet back to the point of beginning, said point of beginning lying in the bounds of Yellow Leaf Creek.

Excepting that portion lying in the Northeast 1/4 of Northwest 1/4, of said section being described as follows:

Starting at the Southwest corner of Northeast 1/4 of Northwest 1/4 of said section run North 64 degrees 54 minutes 30 seconds East for a distance of 554.84 feet to the point of beginning; then run North 0 degrees 58 minutes East for 210.0 feet to a point; then run South 89 degrees 02 minutes East for 210.0 feet to an iron; then run South 0 degrees 58 minutes West for 210.0 feet to an iron; then run North 89 degrees 02 minutes West for 210.0 feet back to the point of beginning.

More particularly described as follows:

Commence for the point of beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of Section 34, Township 19 South, Range 1 West, as per Plat of survey by Lewis M. Armstrong (A. Reg. No. 2201) dated 13 August 1975; run thence South 01 degree 39 minutes 30 seconds West for 1946.17 feet; run thence North 67 degrees 06 minutes 30 seconds East for 1390.41 feet; run thence North 38 degrees 45 minutes 12 seconds West for 79.40 feet to the centerline of Old Mill Road; run thence North 50 degrees 51 minutes 04 seconds West along said centerline for 59.95 feet; run thence North 48 degrees 32 minutes 34 seconds West along said centerline for 111.56 feet; run thence North 43 degrees 01 minutes 34 seconds West along said centerline for 239.35 feet; run thence North 26 degrees 12 minutes 04 seconds West along said centerline for 109.20 feet; run

Continued...

LEGAL DESCRIPTION - CONTINUED

thence North 16 degrees 13 minutes 04 seconds West along said centerline for 195 feet, more or less, to the centerline of Grimes Branch; run thence in a Easterly direction along Grimes' Branch for 67 feet, more or less, to the centerline of Yellow Leaf Creek; run thence in a Northwesterly direction along the centerline of Yellow Leaf Creek for 597 feet, more or less, to the intersection of the Old Mill Track; run thence North 01 degrees 00 minutes 15 seconds West for 69 feet, more or less, to the north line of said section; run thence South 89 degrees 20 minutes 30 seconds West along said North line for 371.84 feet to the point of beginning, said point lying in the bounds of Yellow Leaf Creek. Said land being in Section 34, Township 19 South, Range 1 West.

Less and Except the following described property:

Commence at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 34, Township 19 South, Range 1 West, as per plat of survey by Lewis M. Armstrong (AL Reg. No. 2201) dated 13 August 1975; run thence North 88 degrees 36 minutes 49 seconds East for 549.29 feet to the Point of Beginning; run thence North 00 degrees 48 minutes 02 seconds West for 209.89 feet; run thence North 89 degrees 53 minutes 12 seconds East for 217.04 feet; run thence South 00 degrees 41 minutes 07 seconds West for 209.88 feet; run thence South 89 degrees 52 minutes 59 seconds West for 211.60 feet to the Point of Beginning.

Said land being in Section 34, Township 19 South, Range 1 West.

All of said land being located in Shelby County, Alabama.

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