

THIS INSTRUMENT PREPARED BY:

Name: Paul A. Phillips
Address: 100 Vestavia Office Park, Suite 200-A
Birmingham, Alabama 35216

Inst # 1995-21596

MORTGAGE

08/09/1995-21596
09:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCB 135.00

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned RANDALL H. GOGGANS, a married man
is justly indebted to UNION STATE BANK in the sum of Eighty-One Thousand
and No/100 Dollars (\$81,000.00) evidenced by promissory note bearing even date herewith
as the same may be modified, extended or renewed in the future
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 do, or does, hereby grant, bargain, sell and convey unto the
said UNION STATE BANK (hereinafter called Mortgagee) the following described real
property situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

The property conveyed is not the homestead of the Mortgagor or his spouse.

This Mortgage may not be assumed by anyone except James F. Burford, III. Upon
execution by Mortgagor herein of a warranty deed conveying the property described
herein to James F. Burford, III which deed shall include an agreement by James F.
Burford, III to assume this Mortgage and the Note secured hereby, this Mortgage shall
be deemed assumed by James F. Burford, III and Randall H. Goggans shall be deemed to
be released from the provisions of this Mortgage and the Note secured hereby upon the
recordation with the Probate Office of Shelby County of such deed.

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, assessments 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.

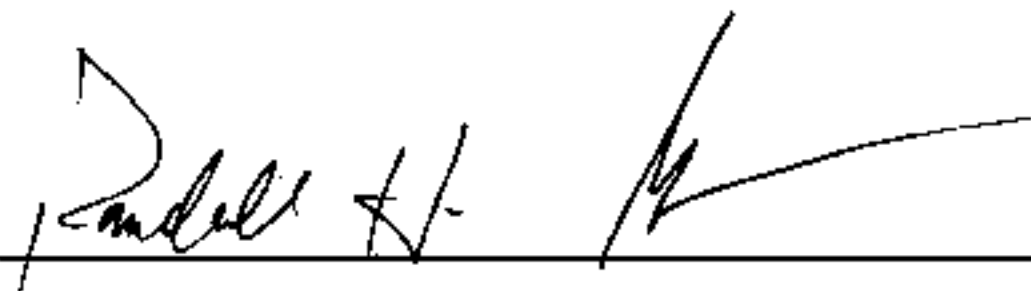
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts
Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void,
but should default be made in the payment of 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
endangered 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 Mortgagee 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 published 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 Courthouse 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 necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon, 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 Mortgagor; 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 Mortgagor 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 August, 1995.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.


Randall H. Goggans

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

General Acknowledgment

I, the undersigned, _____, a Notary Public in and for said County in said State, 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 informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of August, 19 95


Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF _____)
COUNTY OF _____)

Corporate Acknowledgment

I, the undersigned, _____, a Notary Public in and for said County in said State, hereby certify that _____ 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 ____ day of _____, 19____.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

Begin at the NW corner of the SW 1/4 of the NE 1/4 of Section 2, Township 21 South, Range 2 West; thence Southeasterly a distance of 1956.34 feet to the Southeast corner of said 1/4 1/4 Section; thence 137 deg. 27 min. 17 sec. to the right and West along the South line of said 1/4 1/4 Section a distance of 1110.38 feet to a point; thence 43 deg. 15 min. to the right in a Northwesterly direction a distance of 364.18 feet to a point on the West line of said 1/4 1/4 section; thence 43 deg. 15 min. to the right and North along the West line of said 1/4 1/4 Section a distance of 825.26 feet to a point; thence 43 deg. 16 min. 53 sec. to the left in a Northwesterly direction a distance of 363.96 feet to a point on the North line of the SE 1/4 of the NW 1/4 of said Section 2; thence 136 deg. 43 min. 07 sec. to the right and East along the North line of said 1/4 1/4 section a distance of 250.00 feet to the point of beginning; being situated in Shelby County, Alabama; being situated in Shelby County, Alabama.

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