

THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III
Address: 100 Vestavia Office Park, Suite 200-A
Birmingham, Alabama 35216

Inst # 1995-30137

10/20/1995-30137
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 363.50

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned RANDALL H. GOGGANS, a married man is/are justly indebted to SHERMAN HOLLAND, JR. in the sum of Two Hundred Thirty-Five Thousand and No/100 Dollars (\$ 235,000.00) evidenced by promissory note bearing even date herewith 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 SHERMAN HOLLAND, JR. (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

All of the NE 1/4 of the NW 1/4; the NW 1/4 of the NE 1/4; the SW 1/4 of the NW 1/4; the SE 1/4 of the NW 1/4; the SW 1/4 of the NE 1/4; the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4; all in Section 35, Township 18 South, Range 1 East, Shelby County, Alabama.

Subject to ingress and egress to the mortgaged property and mineral and mining rights not owned by Mortgagor.

This is a purchase money mortgage.

The property concerned by this mortgage is not the homestead of the mortgagor or his spouse.

RELEASE PROVISION: Mortgagee, his successors or assigns agree to release parcels from the lien of this mortgage upon the following terms and conditions:

- (a) Mortgagor, his successors or assigns shall pay the sum of \$1500.00 per acre for the parcel(s) to be released which payment shall be applied to the sums due under the note secured by this mortgage according to the provisions of such note; and
- (b) Each parcel to be released shall contain not less than forty (40) acres; and
- (c) If such parcel(s) to be released do not have access to a public road, Mortgagee additionally agrees to subordinate the lien of this mortgage to any easement(s) (not exceeding sixty (60) feet in width), said easement(s) providing access from such release parcel(s) to a public road.

TIMBER PROVISION: Mortgagor, his successors or assigns shall have the right to cut timber from the mortgaged property in order to install roadways over the mortgaged property. In the event such cutting involves a sale of such timber, Mortgagee, his successors and assigns agree to release the lien of this mortgage as to such timber so long as:

- (a) The entire proceeds from any such timber sale shall be paid to Mortgagee, his successors or assigns and shall be credited to the sums due under the note secured by this mortgage according to the terms of such note; and
- (b) Mortgagee shall have the right to approve the price and terms of any such timber sale, however, such approval shall not be unreasonably withheld and further, such approval shall not be withheld if the price and terms of any such timber sale equal or exceed the fair market value for such timber at the time of any such sale.

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, 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 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 the 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 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 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, on 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 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 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 through 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 a 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 in hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 17 day of OCTOBER, 1995.

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

Randall H. Goggans

STATE OF ALABAMA)

COUNTY OF Jefferson)

General Acknowledgement

I, the undersigned, James F. Burford, III, 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 17 day of October, 1995.

Notary Public
My Commission Expires: 3.1.98

Inst # 1995-30137

State of _____)

County of _____)

Corporate Acknowledgment

I, the undersigned, _____, a Notary Public in and for said County in said State, hereby certify that _____, 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: _____

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