

This instrument was prepared by

(Name) Courtney Mason & Assoc. PC
PO BOX 360187
(Address) Birmingham, AL 35236-0187

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Randall H. Goggans, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Marvin E. Hall and Mary Hall

(hereinafter called "Mortgagee", whether one or more), in the sum of Three Hundred Thousand and no/100ths----- Dollars (\$300,000.00), evidenced by a note of even date.

Inst # 2000-06678

03/03/2000-06678
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Randall H. Goggans, a married man

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit

See legal description attached as Exhibit "A"

RK6 THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED BY THE CODE OF ALABAMA.

Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15. Failure to comply with the forgoing shall constitute a default under the terms of this mortgage.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the full and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with less, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagor, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured

IN WITNESS WHEREOF the undersigned

have hereunto set my signature and seal, this 1st day of March 2000
Randall H. Goggans (SEAL)
(SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Shelby COUNTY }

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 1st day of March 2000
COURTNEY H. MASON, JR. Notary Public.

THE STATE of
COUNTY }

I, a Notary Public in and for said County, in said State,
hereby certify that
whose name as 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 such 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 the day of , 19
Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

Exhibit "A"

Inst. # 2000-06678

Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 22 South, Range 2 West, described as follows:

Beginning at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3, go South 01 degrees, 47 minutes, 53 seconds east along the east boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 37.41 feet; thence south 70 degrees, 51 minutes, 08 seconds east for 66.72 feet; thence north 29 degrees, 06 minutes, 00 seconds east for 211.59 feet to the south boundary of Shelby County Highway No. 42; thence south 66 degrees, 28 minutes, 42 seconds east along said south boundary for 391.70 feet to the beginning of a curve to the left having a central angle of 02 degrees, 32 minutes, 18 seconds and a radius of 2902.82 feet; thence southeasterly along said curve for 128.60 feet to the east boundary of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3; thence south 02 degrees 27 minutes 00 seconds east along said east boundary for 1265.38 feet to the SE corner of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3; thence north 89 degrees, 03 minutes, 30 seconds west along the south boundary of said West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for 652.31 feet to the SE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3; thence north 88 degrees, 56 minutes, 21 seconds west along the south boundaries of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3 for 2545.92 feet to the SW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 3; thence north 03 degrees, 05 minutes, 09 seconds west along the west boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 1329.45 feet to the NW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence south 89 degrees, 04 minutes, 10 seconds east along the north boundaries of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3 for 2386.97 feet; thence north 22 degrees, 17 minutes, 24 seconds east for 252.16 feet to the south boundary of Shelby County Highway No. 42; thence south 66 degrees, 28 minutes, 42 seconds east along said south boundary for 16.00 feet; thence south 12 degrees, 31 minutes, 41 seconds west for 233.09 feet to the north boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3; thence south 89 degrees, 04 minutes, 10 seconds east along said north boundary for 123.52 feet to the point of beginning.

Less and Except:

A parcel of land situated part in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and part in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3, Township 22 South, Range 2 West, described as follows:

Beginning at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 3 go South 01 degrees 47 minutes 53 seconds East for 37.41 feet; thence South 70 degrees 51 minutes 08 seconds East for 66.72 feet; thence North 75 degrees 52 minutes 46 seconds West for 255.16 feet; thence North 22 degrees 17 minutes 24 seconds East for 252.16 feet to the South boundary of Shelby County Highway No. 42; thence South 66 degrees 28 minutes 42 seconds East along said South boundary for 16.14 feet; thence South 12 degrees 31 minutes 41 seconds West for 233.09 feet to the North boundary of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 3; thence South 89 degrees 04 minutes 10 seconds East along said South boundary for 123.52 feet to the point of beginning.

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