

This instrument was prepared by:

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2015 2nd Avenue North, Suite 100
Birmingham, Alabama 35203
(205) 324-6654

MORTGAGE

STATE OF ALABAMA)
COUNTY(S) OF ST. CLAIR, TALLADEGA, & SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Ronald Craig Goodgame (hereinafter called "Goodgame"), is justly indebted to Karen Y. Goodgame (hereinafter called "Goodgame"), in the sum of Five Hundred Sixty Two Thousand Two Hundred and no/100 Dollars (\$562,200.00), evidenced by that certain Note executed contemporaneously herewith pursuant to Paragraph 9 of that certain Final Judgment of Divorce entered on the 5th day of April 2004, in the Circuit Court of St. Clair County, Alabama (Pell City Division), Case No: DR 2002 243 WEH.

WHEREAS, Ronald Craig Goodgame, Floyd Goodgame, Sara Jean Goodgame, G&M Electrical & Plumbing Wholesalers, Inc. and G&M Meterloop and Electrical Supply, L.L.P. hereinafter referred to as "Mortgagor", jointly or separately, are the owners of that certain real estate described on **Exhibits A, B, and C** attached hereto ("Properties") and have agreed to grant this Mortgage to secure the Note.

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 Mortgagor, and all others executing this mortgage, do hereby grant, sell and convey unto the Mortgagee the following described real estate, situated in St. Clair, Talladega, and Shelby Counties, State of Alabama, to wit:

See attached Exhibits A, B, and C.

This Mortgage is subordinate to the existing mortgages on said described real estate. Said property is warranted free from all encumbrances and against any adverse claims, other than those in existence as of October 11, 2002.

To Have And To Hold the above granted Properties unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness evidenced by the Note, the undersigned agrees to pay all taxes for assessments when imposed legally upon said Properties, and should default be made in the payment of same, the said Mortgagee may at

R. C. A.

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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 fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, 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.

This Mortgage may not be assumed, assigned or transferred without the prior written approval of the Mortgagee except that it may be transferred to Mortgagee's estate or the heirs and beneficiaries of the Estate in the event of the Mortgagee's death. This Mortgage shall also become in default if the undersigned shall become in default under the terms and conditions of the Note executed simultaneously herewith. This Mortgage shall remain in full force and effect so long as there is any outstanding amounts due to the Mortgagee under the Note.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 otherwise, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior line or encumbrance 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-eight (28) days' notice, by publishing once a week for four (4) 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 Courthouse 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 encumbrances, 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

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S. J. H.

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 Mortgagee, 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.

This Mortgage is intended to secure the indebtedness evidenced by the Note of Ronald Craig Goodgame hereinabove referred to, and notwithstanding anything herein to the contrary, Mortgagee agrees for Mortgagee, Mortgagee's heirs, personal representatives and assigns, that neither Mortgagor nor Mortgagor's heirs, personal representatives, successors or assigns, excluding Ronald Craig Goodgame, his heirs, personal representatives, successors or assigns, shall have any liability on this Mortgage, it being intended that this be a non-recourse as to the Mortgagor, and Mortgagor's heirs, personal representatives, successors or assigns, excluding Ronald Craig Goodgame, his heirs, personal representatives, successors or assigns, Mortgage for the sole purpose of securing the indebtedness represented by the Note and, in the event of default on the Note or this Mortgage, except for the Mortgagee rights against Ronald Craig Goodgame, the Mortgagee shall look for payment solely to the Properties herein granted.

Notwithstanding anything contained herein to the contrary, the Mortgagor reserves the right to substitute collateral of value equal to the equity of the Properties, so that at any time, the Mortgagor may notify the Mortgagee of their/its intent to substitute any or all of the collateral securing the Note and in the event that the Mortgagor and Mortgagee cannot agree on the substituted value of the proposed substituted property, then either party may petition the Court to appoint an arbitrator to make the determination regarding the substitution of collateral and the decision of the arbitrator shall be binding. The arbitrator shall have a right to assess his/her fees against either of the parties in the event that the arbitrator believes that one has been arbitrary or at fault in frustrating the provisions of the substitution clauses and the spirit of the Final Judgment of Divorce.

In addition to and not in lieu of the substitution of collateral provision set forth above, the Mortgagor may sell any one of the Properties or all of the Properties collateralizing the Note and the subject of this Mortgage, at a reasonable price, and pay the net sales proceeds received from any sale toward the Note. Net Sales Proceeds shall mean the gross sales prices less commission less mortgages prior in time to the Mortgage and the normal costs of sale of commercial real estate. The application of these Net Sales Proceeds shall be governed by the terms and conditions contained in the Note.

Any alleged default of this Mortgage, the Note, or any action to be taken with respect thereto, and any proposed release of collateral and/or substitution of collateral shall require not less than fifteen (15) days written notice to the other. All notices provided for herein, or in Note or the Final Judgment of Divorce, or required by applicable law, shall be given personally, by mail, or by Federal Express or other similar national overnight

R.C.H.
J.A.A.

A.J.A.

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courier, and addressed to the appropriate party at the address designated for such party as set forth below, or such other single address as the party who is to receive such notice may designate in writing.

If to Mortgagor:

Ronald Craig Goodgame
2637 Martin Street South
Pell City, Alabama 35128

With Copy to:

Bruce L. Gordon, Esq.
Gordon & Associates
600 University Park Place
Suite 350
Birmingham, Alabama 35209

If to Mortgagee:

Karen Y. Goodgame
61 Goodgame Drive
Cropwell, Alabama 35054

With copies to:

Corey B. Moore, Esq.
Post Office Box 310
Moody, Alabama 35004

And:

Terry M. Cromer, Esq.
2015 2nd Avenue North
Suite 100
Birmingham, Alabama 35203

Notice by mail shall be by registered or certified mail. All fees or expenses of mail or overnight courier shall be paid by the sender. Notice shall be deemed received at the earlier time actually received or two (2) days following the time deposited when sent by mail or overnight courier in the manner aforesaid. Actual receipt of notice shall not be required to effect notice hereunder.

All personal pronouns used in this Mortgage, whether used in the masculine, feminine, or neuter gender shall include other genders; the singular shall include the plural, and vice versa.

R. C. H.
J. A. H.


J. J. H.

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If any provisions of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Mortgage, the Note, and the instruments executed in connection herewith constitute the full and complete agreement of the parties and supersede all prior negotiations, correspondence, and memoranda relating to the subject matter hereof, and this Mortgage may not be amended except by a writing signed by the parties hereto.

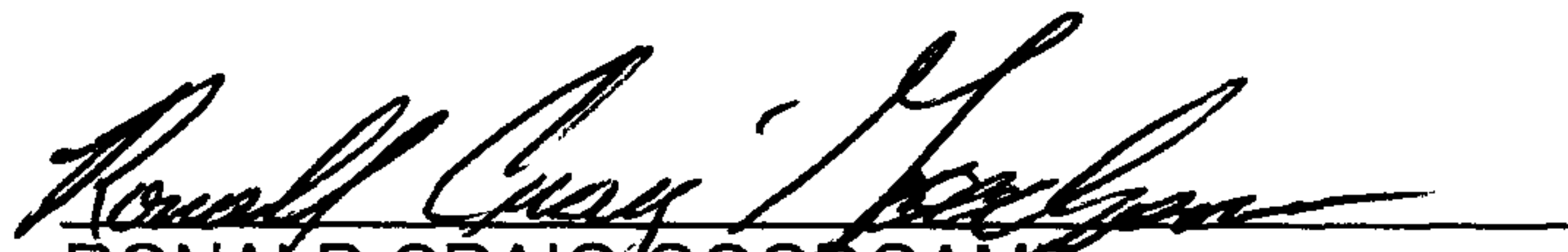
This Mortgage shall be interpreted, construed, and enforced according to the laws of the State of Alabama.

IN WITNESS WHEREOF the undersigned Mortgagor has caused this Mortgage to be executed this the 22nd day of March, 2004.


RONALD CRAIG GOODGAME


Secretary

G&M Electrical & Plumbing Wholesalers, Inc.


RONALD CRAIG GOODGAME

Secretary

G&M Meterloop and Electrical Supply, L.L.P.


RONALD CRAIG GOODGAME,
As an Individual

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Billy Atkinson
Probate Judge
Talladega County, AL

J.A.G.
R.C.H.

S.J.H.

State of Alabama
County of St. Clair }

I, Jean Sterling Speer, a Notary Public in and for said county, in said state, hereby certify that Ronald Craig Goodgame, 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 22nd day of March, 2004.

Jean Sterling Speer
NOTARY PUBLIC
My Commission Expires: 11-13-2005

Floyd Goodgame
FLOYD GOODGAME, As an Individual

State of Alabama
County of St. Clair }

I, Jean Sterling Speer, a Notary Public in and for said county, in said state, hereby certify that Floyd Goodgame, 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 22nd day of March, 2004.

Jean Sterling Speer
NOTARY PUBLIC
My Commission Expires: 11-13-2005

Floyd
F. A. G.

R. C. H.

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Billy Atkinson
Probate Judge
Talladega County, AL

S. J. H.

Sara Jean Goodgame
SARA JEAN GOODGAME, As an Individual

State of Alabama

County of St. Clair }

I, Jean Sterling Speer, a Notary Public in and for said county, in said state, hereby certify that Sara Jean Goodgame, 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of March, 2004.

Jean Sterling Speer
Notary Public
My Commission Expires: 11-13-2005

MORT 1084 736
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Billy Atkinson
Probate Judge
Talladega County, AL

J.A.G.

R.C.H.

S.J.G.

Exhibit "A"

G & M (Talladega)

A parcel of land located in the Southwest Quarter of Section 33, Township 17 South, Range 5 East, Talladega County, Alabama, containing 4.24 acres, more or less, and being more particularly described as follows:

Commencing at a point on the original East right-of-way of Alabama Highway No. 77, said point being in line with the South line of a culvert under said highway, being 435.0 feet South of the North boundary of the Northwest Quarter of the Southwest Quarter of said Section 33; thence run South 88 degrees 57 minutes East for 123.41 feet to the point of intersection with the East right-of-way of Alabama Highway No. 77, and point of beginning of the parcel herein described, said point lying in the center of a ditch; thence continue South 88 degrees 57 minutes East along the center of said ditch for 295.0 feet; thence run North 67 degrees 52 minutes East along the center of said ditch for 129.01 feet; thence run North 51 degrees 50 minutes East along the center of said ditch for 256.51 feet; thence run North 70 degrees 03 minutes East along the center of said ditch for 28.94 feet; thence run North 86 degrees 43 minutes East for 50.20 feet to the point of intersection with the East line of the Northwest Quarter of the Southwest Quarter of said Section 33; thence run South 1 degree 51 minutes East along said East line for 292.93 feet; thence run South 0 degrees 53 minutes West along said East line for 158.04 feet; thence run South 88 degrees 33 minutes West for 577.93 feet to the point of intersection with the East right-of-way of Alabama Highway No. 77; thence run North 1 degree 27 minutes West along said East right-of-way for 242.26 feet to the point of beginning.

And there is hereby granted to Grantee herein an easement over and across a strip of land 30 feet wide and on which there is now a 20 foot asphalt drive to be used as a means of ingress and egress jointly with the owner of the property on which said strip is located from and to Alabama Highway 77. A condition and a part of the consideration for the granting of this easement is the agreement and promise of Grantee, its successors and assigns to pay one-half of the cost of maintaining the drive and the easement. Said easement is described as follows, to-wit:

Commencing at a point on the original East right-of-way of

Alabama Highway No. 77, said point being in line with the South line of a culvert under said highway, being 435.0 feet South of the North boundary of the Northwest quarter of the Southwest Quarter of said Section 33; thence run South 88 degrees 57 minutes East for 123.41 feet to the point of intersection with the East right-of-way of Alabama Highway No. 77, said point lying in the center of a ditch; thence turn right and run South 1 degree 27 minutes East along said East right-of-way for 242.26 feet to the point of beginning of the North line of the easement herein granted; thence turn left and run North 88 degrees 33 minutes East along said North line 240.0 feet to the end of said North line. Said strip being 30 feet in width, lying South of and adjacent to said North line.

Grantor retains, reserves and shall continue to enjoy use of the surface of the above described easement for any and all purposes which do not interfere with and prevent the use by Grantee of said easement.

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R. C. G. J. A. G.

S. J. H.

Exhibit "B"

G & M- Pell City

Commence at the SW corner of the NE¼ of the SE¼ of Section 13, Township 17 South, Range 3 East and run N00°27'45"E for 781.71 feet to a point on the North R.O.W. of a turnout of U.S. Highway 231 which is the point of beginning for the property herein described; thence run S64°47'45"E along said R.O.W. for 62.08 feet to a concrete R.O.W. monument; thence run N74°06'25"E along said R.O.W. for 156.98 feet to a concrete R.O.W. monument (P.O.C.) on the Northwest R.O.W. of U.S. Highway 231; thence run N33°40'30"E along said R.O.W. for 13.56 feet to a concrete monument (PT 1875+13.8); thence run N31°48'10"E along said R.O.W. for 240.04 feet; thence run N88°48'05"W for 339.31 feet to a 3" iron pipe; thence run S00°27'45"W for 238.93 feet to the point of beginning. The above being in and a part of the NE¼ of the SE¼ of Section 13, Township 17 South, Range 3 East located Pell City, St. Clair County, Alabama. The above contains 1.5 acres. Bearings are referred to Alabama East Zone Grid.

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Talladega County, AL

R.C.L. J.A.L.

S.J.B.

Exhibit "C"
G & M- Alabaster

Commence at the SE corner of the SE ¼ of the NE ¼ of Section 18, Township 21 South, Range 2 West; thence N 2 deg. 30 min. 0 sec. West a distance of 165.33 feet; thence S 87 deg. 48 min. 21 sec. W a distance of 26.61 feet; thence N 2 deg. 23 min. 51 sec. W a distance of 200.03 feet; thence N 2 deg. 32 min. 23 sec. W a distance of 156.95 feet; thence S 87 deg. 31 min. 15 sec. W a distance of 16.11 feet; thence continue along the last described course a distance of 248.99 feet thence S 56 deg. 44 min. 45 sec. W a distance of 505.11 feet to a point on the east right of way line of U.S. Highway 31; thence N 38 deg. 15 min. 10 sec. W and along said right of way a distance of 267.53 feet to the point of beginning; thence continue along the last described course a distance of 126.03 feet; thence N 55 deg. 37 min. 30 sec. E and leaving said right of way a distance of 110.41; thence N 56 deg. 33 min. 14 sec. E a distance of 51.59 feet; thence South 33 deg. 15 min. 15 sec. E a distance of 164.40 feet; thence S 56 deg. 44 min. 45 sec. W a distance of 111.15 feet to a point being the beginning of a curve to the right having a radius of 40.00 feet a delta angle of 85 deg. 00 min. 04 sec. and subtended by a chord which bears N 80 deg. 45 min. 12 sec. W a chord distance of 54.05 feet; thence along arc a distance of 59.34 feet to the point of beginning; being situated in Shelby County, Alabama.

MORT 1084 739
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Billy Atkinson
Probate Judge
Talladega County, AL
Mortgage Tax 843.30
Recording Fee 50.00
TOTAL 893.30

R.C. G. J.A.B.

J. J. B.