

STATE OF ALABAMA }  
SHELBY COUNTY }

Re Record to correct spelling  
of last name

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**PARTRIDGE**

Eric Jerome ~~Partridge~~, a single man and  
Christy S. Killian, a single woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

**CMH Homes Inc., dba Luv Homes  
5000 Alcoa Trail, Maryville, TN. 37804  
Kevin T., Clayton Trustee**

20041216000686430 Pg 1/2 15.00  
Shelby Cnty Judge of Probate, AL  
12/16/2004 09:44:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum  
of **Seventy Thousand Three Hundred Seventy-one and 00/100** **Dollars**  
(\$ 70371.00 ), evidenced by retail installment contract of even date, the final maturity of which debt is the 1st  
day of December, 2019;

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof and of any and all renewals of said indebtedness and of any and all other indebtedness and demands which may be a proper charge against the Mortgagor and in favor of the Mortgagee, his heirs and assigns, at any time before the payment of the said indebtedness herein described whether heretofore or hereafter incurred and whether becoming due before or after the maturity of the debt specifically mentioned in the mortgage.

NOW THEREFORE, in consideration of the premises, said Mortgagors 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:

Commence at a found monument that is the southeast corner of the southeast quarter of the northwest quarter of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama and run thence North 00 degrees 47 minutes 29 seconds West along the east line of said quarter-quarter a distance of 18.46 feet to a found rebar corner near the centerline of a dirt road and on the northerly right of way line of U.S. Highway No. 280: thence run North 00 degrees 53 minutes 22 seconds West along said quarter-quarter line a distance of 220.98 feet to a set rebar corner and the point of beginning of the property. Thence run North 00 degrees 53 minutes 22 seconds West a distance of 155.17 feet to a set steel rebar corner; thence run North 86 degrees 27 minutes 29 seconds East a distance of 250.00 feet to a set rebar corner; thence run South 03 degrees 32 minutes 31 seconds East a distance of 155.00 feet to a set rebar corner; thence run South 86 degrees 27 minutes 28 seconds West a distance of 257.18 feet to the point of beginning.

Easement for access: Commence at a found monument that is the Southeast corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama and run thence North 00 degrees 47 minutes 29 seconds West along the east line of said quarter-quarter a distance of 18.46 feet to a found rebar corner near the centerline of a dirt road and on the northerly right of way line of U.S. Highway No. 280 and the point of beginning of the proposed easement being described; thence run North 00 degrees 53 minutes 22 seconds West along said quarter-quarter line a distance of 220.98 feet to a set rebar corner; thence run North 86 degrees 27 minutes 28 seconds East a distance of 20.05 feet to a point; thence run South 00 degrees 53 minutes 22 seconds East parallel with the quarter-quarter line a distance of 247.84 feet to a point on the northerly margin of U.S. Highway No. 280; thence run North 53 degrees 56 minutes 06 seconds West along said margin of said highway a distance of 27.20 feet more or less to the point of beginning. Subject to all easements, restrictions, reservations, provisions, covenants, building setback lines and rights of way of record.

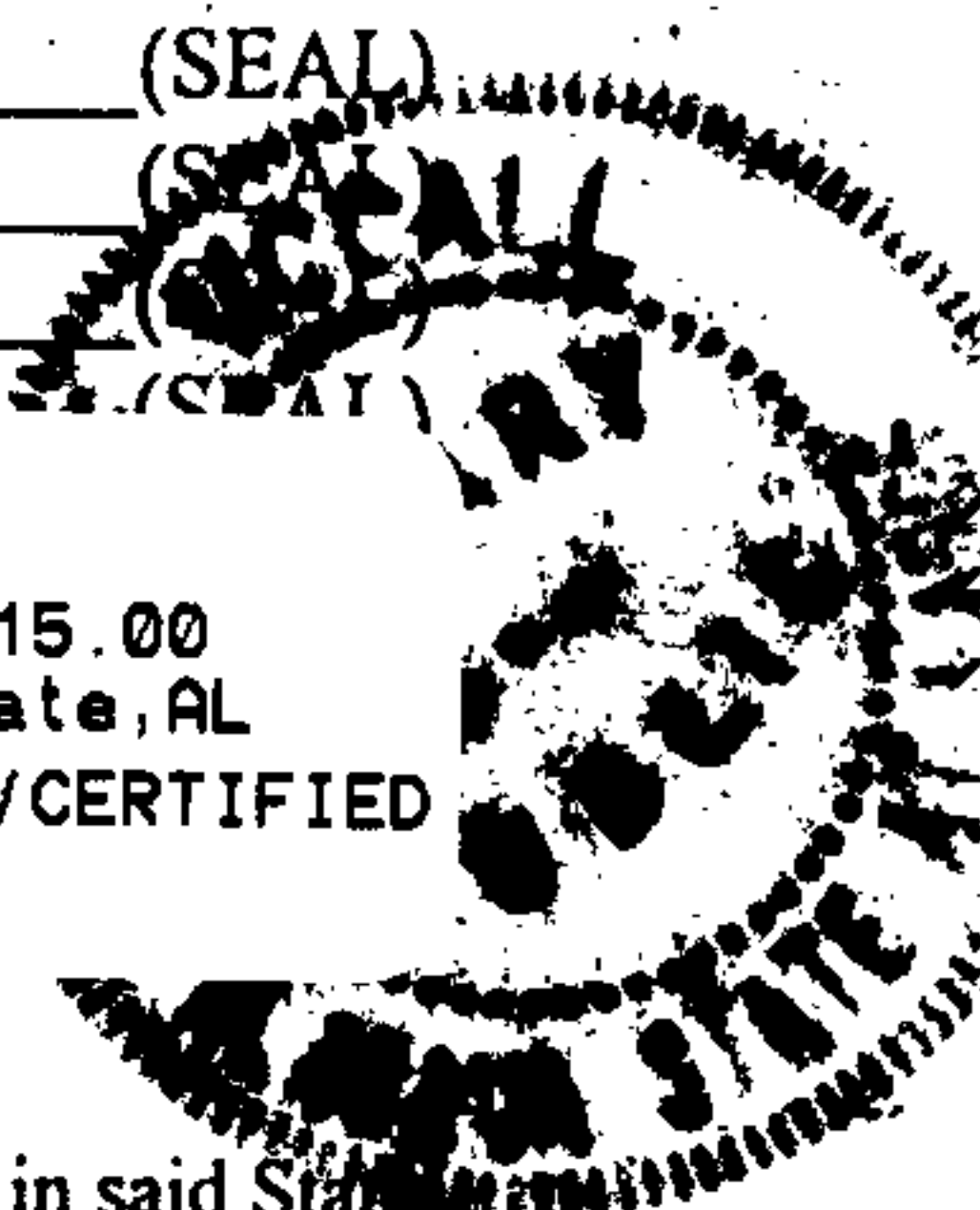
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.  
The Mortgagor covenants and agrees that he will not sell or convey the hereinabove described property or his interest therein without the written consent of Mortgagee.



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 be 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 the 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 in mass 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 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 therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of the mortgage in hancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured, or for the successful representation of Mortgagee or assigns in any suit to enjoin foreclosure hereof.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set THEIR signature(s) THEIR and seal, this 30th day of, NOVEMBER, 2004

Eric Jerome Partridge  
Christy S Killian



THE STATE of Alabama  
Calhoun COUNTY }

20041216000686430 Pg 2/2 15.00  
Shelby Cnty Judge of Probate, AL  
12/16/2004 09:44:00 FILED/CERTIFIED

I, Tonie McCall hereby certify that Eric Jerome Partridge and Christy S. Killian a Notary Public in and for in and for said County, in said State,

whose name Are signed to the foregoing conveyance, and who Are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 30th day of November 2004.

Tonie McCall, Notary Public.

THE STATE of \_\_\_\_\_  
COUNTY \_\_\_\_\_ }  
Notary Public  
TONIE McCALL  
State of Alabama  
My Comm. Expires April 14, 2008

I, \_\_\_\_\_, a Notary Public in and for in and for said County, in said State,

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 \_\_\_\_\_ day of \_\_\_\_\_, Notary Public.

Return to:

MORTGAGE DEED

This instrument was prepared by:

LUV Homes  
4004 Hwy 431 N.  
Anniston, AL. 36206