

1. Debtor(s) (Last Name First) and address(es) ROBERT M. ELLIOTT 4353 MORNINGSIDE DRIVE HELENA, AL 35080	2. Secured Party (ies) and address(es) ACIPCO FEDERAL CREDIT UNION P. O. BOX 2727 BIRMINGHAM, AL 35202	3. Filing Officer (Date, Time, No., and Filing Office) <div style="text-align: right; font-size: 2em; font-weight: bold;">028407</div> <div style="text-align: center;"> STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED <div style="font-size: 1.5em; font-weight: bold;">91 JUN 13 AM 11 15</div> </div> <div style="text-align: center; font-size: 0.8em;"> JUDGE OF PROBATE </div>
4. <input type="checkbox"/> Debtor is a utility.		
5. This financing statement covers the following types (or items) of property: (ONE) 1990 SOUTHRIDGE 70 X 14 MOBILE HOME SERIAL #3230		
<div style="font-size: 2em; font-family: cursive;">Exempt</div>		
6. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>11,788.37</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>14.00</u>		7. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)
8. Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		No. of additional sheets presented
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. </div> <div style="width: 45%;"> <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed </div> </div>		
Filed with: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> x <u>Robert M. Elliott</u> _____ Signature(s) of Debtor(s) </div> <div style="width: 45%;"> <u>ACIPCO FEDERAL CREDIT UNION</u> <u>[Signature]</u> _____ Signature(s) of Secured Party (ies) (Required only if filed without debtor's Signature—see Box 9) </div> </div>		

(1) FILING OFFICER COPY—ALPHABETICAL

2820 Highway 31 South
PELHAM, ALABAMA 35124

OSIM 1004 1st **A PLAIN LANGUAGE PURCHASE AGREEMENT UCC § 2-201**

Jenkins Business Forms
Mascoutah, Illinois 62258

Rev. 5/90
Copyright 1983

[231, 232—7]

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS

In this contract the words I, me, and my refer to the Buyer and Co Buyer signing this contract. The words you, and your refer to the Retailer.
I hereby agree (continued from other side of Contract)

1. IF NOT A CASH TRANSACTION. If I do not complete the purchase as a cash transaction, I will, before the time of delivery of the unit purchased, enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance my purchase.

2. TITLE. Title to the unit purchased will remain in you until the agreed upon purchase price is paid in full in cash or I have executed a retail installment contract and a security agreement with you and it has been accepted by a financing agency; thereupon title to the unit passes to me as of the date of either full cash payment or on the signing of said credit instrument even though the actual physical delivery may not be made until a later date.

3. TRADE-INS. If I am trading in a used car, manufactured home, trailer, or other vehicle, I will give you the original bill of sale, or the title to the trade-in. I promise that any trade-in which I give is owned by me and is free of any lien or other claim except as noted on the other side of this contract. I promise that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, you may, at your option, either pay it and I will reimburse you on demand, or you may add that amount to this contract as if it had been originally included.

4. REGISTRATION OR LICENSE OF TRADE-IN. If I have a trade-in and it is registered or licensed in a state outside of the one where this order is written, I will immediately have the trade-in registered or licensed in the state you indicate and I will pay any and all expenses and registration or licensing fees required. If you handle the registration or licensing of the trade-in, I will reimburse you for the expense on demand or you may add that amount to this contract as if it had been originally included.

5. REAPPRAISAL OF TRADE-IN. If I am making a trade-in and it is not delivered to you at the time of the original appraisal and if later, on its delivery, I advise you that there have been material changes made in the furnishings or accessories, or in its general physical condition, you may make a reappraisal. The later appraisal value will then determine the allowance to be made for the trade-in.

6. FAILURE TO COMPLETE PURCHASE. If I fail or refuse to complete this purchase within the time frame specified by the agreed upon terms of this contract, as specified in the Uniform Commercial Code of the state of your jurisdiction or within an agreed upon extension of time, for any reason (other than cancellation because of an increase in price), you may keep that portion of my cash deposit which will reimburse you for expenses and other losses because I failed to complete my purchase. If I have given you a trade-in, you may sell the trade-in, at public or private sale, and deduct from the money received an amount equal to the expenses and losses you have incurred because I failed to complete this purchase. I understand you shall have all the rights of a seller upon breach of contract under the Uniform Commercial Code of the Uniform Sales Act (as applicable). In the event legal action is brought by the dealer for the enforcement of the terms of this agreement or that the purchase agreement shall be referred to an attorney who takes action in any manner to enforce said agreement, purchaser agrees to pay reasonable attorney fees and court costs incurred by the dealer.

7. CHANGES BY MANUFACTURER. I understand that the manufacturer may make any changes in the model, or the designs, or any accessories and parts from time to time, and at any time, if the manufacturer does make changes, neither you nor the manufacturer are obligated to make the same changes in the unit I am purchasing and covered by this order, either before or after it is delivered to me.

8. DELAYS. I will not hold you liable for delays caused by the manufacturer, accidents, strikes, fires, or any other cause beyond your control.

9. INSPECTION. I have examined the product and find it suitable for my particular needs. I have relied upon my own judgment and inspection in determining that it is of acceptable quality. On the specifications and orders, I have relied on my inspection of the display model(s), the brochures and bulletins and other literature presented to you by the Manufacturer, in making my decision to purchase the unit described on the reverse side of this agreement.

10. MANUFACTURERS WARRANTIES. I UNDERSTAND THAT SOME STATES REQUIRE MANUFACTURERS TO ISSUE, AND DEALERS TO ENDORSE, A WRITTEN WARRANTY COVERING NEW MOBILE MANUFACTURED HOMES. YOU WILL ADVISE ME OF THE TYPE OF WARRANTY COVERING THIS NEW MOBILE MANUFACTURED HOME. SEPARATE WARRANTIES MAY ALSO COVER THE APPLIANCES SOLD WITH THE NEW MOBILE MANUFACTURED HOME. THERE IS NO EXPRESS WARRANTY ON USED MOBILE/MANUFACTURED HOMES. WHILE IMPLIED WARRANTIES ON NEW AND/OR USED MOBILE MANUFACTURED HOMES MAY BE REQUIRED BY STATUTORY LAW, YOU WILL NOT PROVIDE ANY WRITING REGARDING IMPLIED WARRANTIES.

11. DELIVERY AND PLACEMENT. If you have indicated delivery of the unit purchased in the purchase price, or if you quote a charge for delivery to my destination, your agreement to transport the unit purchased, as well as the price quotation made, is based upon my assurance that travel is along acceptable all-weather, surfaced roads, fully open and accessible, from point of origin to point of delivery, during the period required for transportation. I assume all responsibility for the proper preparation of my property to both receive and locate the unit purchased. If you must hire extra labor and equipment in order to deliver and place the unit purchased because of something not previously disclosed to you, I will pay for all those additional costs. I understand that you do not guarantee proper placement unless a concrete pier, running below the frost line, has first been prepared. I will pay for all labor and material costs to reposition unit when caused by future settling or sinking resulting from failure to provide a foundation approved by the State or Local Code in which the Home is placed. I understand that the sewer must be stubbed out of the ground, the waterline must be capped and the electric line connected to a meter pole within a proper schedule within 25 feet of the electric box inside of the home. I understand that unless otherwise provided on the other side of this contract, the unit purchased is sold by you F.O.B. your lot and I am responsible for transporting it.

12. CONNECTIONS, PERMITS AND CHANGES. I understand that you are not permitted to make plumbing or electrical connections, or connection of other mechanical gas or petroleum appliances, where state or local ordinance require a licensed plumber or electrician do this work. I understand that you are not responsible for obtaining health or sanitation permits, nor for any local, county, or state permits required because of restrictive zoning. I understand that you are not responsible for making changes to plumbing, electrical or construction changes required by special building ordinances or laws. I will pay the costs of any changes needed for compliance with local, county or state laws or zoning requirements.

13. INSURANCE. I understand that I am not covered by insurance on the unit purchased until accepted by an insurance company, and I agree to hold you harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.

14. NOTICE OF WIDTH LIMITATIONS. I have been informed of the length and width limitations, as of the date of this contract, now enforced in the state of _____ or province of Canada, as they may apply to the movement of manufactured homes over the public highways, and the fact that special permits may be required. I understand that some states, or the provinces of Canada, may not grant the required permits where the size exceeds the statutory maximum. I release you and your assigns, and the manufacturer and its assigns, from any and all demands, suits or counterclaims, based on the size of the unit involved, if it exceeds the limitations which are now, or may later be, imposed by any state or province.