

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

<p>1. Debtor(s) (Last Name First) and address(s)                  Carl J. &amp; Treasure Wood                  Sun Valley Road                  Harpersville, AL 35078</p>	<p>2. Secured Party (ies) and address(es)                  First Capital Mortgage Corporation                  2700 Highway 280 South/Suite 106                  Birmingham, Alabama 35223</p>	<p>3. Filing Officer (Date, Time, No., and Filing Office)                  JUDGE OF PROBATE                  92 FEB 25 AM 10:56                  STATE OF ALA. SHERIFF                  RECEIVED BY THIS                  DEPARTMENT WAS FILED                  030578</p>
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4.  Debtor is a utility.

5. This financing statement covers the following types (or items) of property:  
 MOBILE HOME - 1977 Vindale 56 X 24 Serial Numer: 4014

TAX Due 390-989 16.00

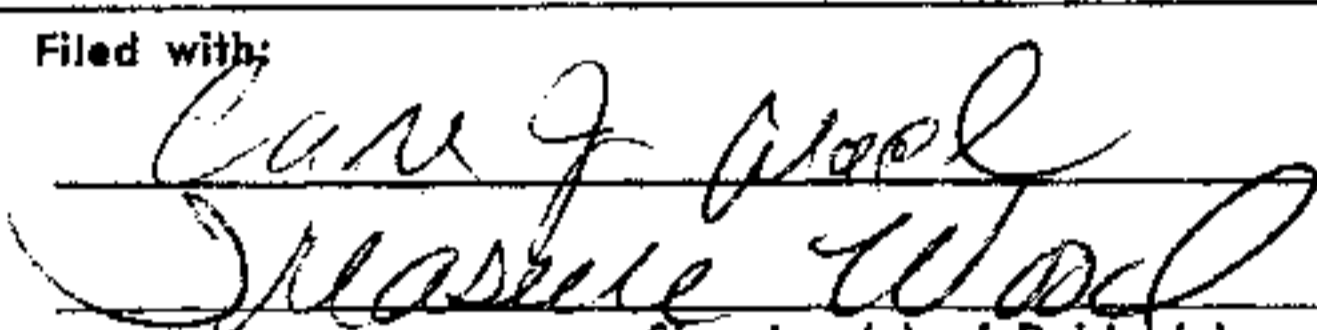
6. Complete only when filing with the Judge of Probate:  
 The initial indebtedness secured by this financing statement is \$27,500.00  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$41.25


7.  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:  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)

<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.	<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected
<input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.	<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

Filed with:  
  
 Signature(s) of Debtor(s)

First Capital Mortgage Corporation  
  
 Signature(s) of Secured Party (ies)  
 (Required only if filed without debtor's Signature—see Box 9)

(1) FILING OFFICER COPY—ALPHABETICAL

411019 / 2215 1.2

THIS SECURITY AGREEMENT made this 7 Day of February, ~~xxx~~ 1992 by

Carl J. Wood and wife, Treasure Wood, hereinafter called Debtor

(whether one or more), whose address is Sun valley Road Harpersville Alabama 35078

Street City State Zip

and First Capital Mortgage Corporation a corporation, hereinafter called Secured party,

whose home office address is 2700 Highway 280 South, Suite 106; Birmingham, AL 35223

WITNESSETH THAT:

WHEREAS, the Debtor is indebted as evidenced by promissory note of even date herewith, in the principal amount of Twenty-seven

Thousand Five Hundred and no/100----- DOLLARS

(\$ 27,500.00 ), which, together with interest thereon in the amount of \$ \_\_\_\_\_, in the sum total of \$ \_\_\_\_\_, signed by the Debtor and payable to the order of Secured Party, and evidencing a loan made by the Secured Party to the Debtor;

NOW, THEREFORE, in consideration of said loan, and to secure the payment of said note, and any future note or notes executed and delivered to the Secured Party by Debtors at any time before the entire indebtedness secured hereby shall be paid in full, evidencing either a future loan by Secured Party or a refinancing of any unpaid balance of the note above described, or renewal thereof, or both such future loans and refinancing, the Debtor hereby sells and conveys to the Secured Party, its successors and assigns, the goods and chattels hereinafter described; provided, however, that if the Debtor well and truly pays and discharges such note or notes according to the terms thereof, then this Security Agreement shall cease and terminate, otherwise to remain in full force and effect.

DESCRIPTION OF PROPERTY COVERED BY THIS SECURITY AGREEMENT:

One motor vehicle described as follows:

Make	Year Model	Body Style	Identification No.
Vindale	1977	Mobile Home	56 X 24 Serial Number# 4014

together with all equipment, parts, accessories and attachments now or hereafter used in connection therewith or added thereto.

Debtor warrants and covenants with Secured Party that the primary use of said collateral by Debtor shall be:

(X) Personal, family or household purposes ( ) Fixtures ( ) Equipment (in business) ( ) Inventory ( ) Farming operation equipment products.

Debtor warrants that the collateral is located at Sun Valley Road Harpersville, AL 35078 and Debtor covenants that excepting a motor vehicle, no property hereinabove described will be removed from this address and no motor vehicle above described shall be removed from the State without first obtaining written consent of the Secured Party.

Debtor warrants and covenants with Secured Party that Debtor is the sole owner of the collateral; that same is free from all security interests, liens and encumbrances; and Debtor will not sell, exchange, lease or otherwise dispose of the collateral or any of Debtor's rights therein or under this agreement, or permit any lien or security interest to attach to same except for the interest of Secured Party, and Debtor will defend the collateral against the claims and demands of all persons. Debtor warrants and covenants with Secured Party not to use the collateral in violation of any State or Federal laws.

Debtor warrants and covenants with Secured Party to procure, keep in force and pay for, insurance on said collateral in such amounts and forms and against such risks, and with such insurers as may be acceptable to Secured Party, and such policies evidencing said insurance shall be furnished to Secured Party. If Debtor fails to furnish said insurance, or fails to pay the premiums therefor, or fails to keep it in effect, Secured Party may do so, or may obtain insurance of its interest only, adding the amount thereof to the other amounts secured hereby; however, Secured Party is under no obligation nor has any duty to pay such premiums or perfect such insurance. Debtor hereby assigns to Secured Party any return or unearned premiums which may be due upon cancellation of any of said policies for any reason whatsoever, and directs the insurers to pay Secured Party any amount so due, unless the Secured Party has been previously fully satisfied. In order to collect such return or unearned premiums or the benefits of such insurance, the Secured Party or any of its officers, agents or employees are hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor; any balance of insurance proceeds remaining after payment in full or all amounts owing to Secured Party shall be paid to Debtor. Such return or unearned insurance premium or the benefits of such insurance may, at Secured Party's option, be used for other insurance or to repair, restore, or replace the collateral, or may be applied to any indebtedness secured hereunder, and if the indebtedness is payable in installments, then to the installments in inverse order, satisfying the final maturity installments first.

Debtor agrees to pay all costs incurred by Secured Party in protecting, preserving or enforcing its security interest hereunder, including a reasonable attorney's fee not in excess of 15% of the unpaid debt after default, after referral to an attorney not a salaried employee of Secured Party, provided the original indebtedness secured is in excess of \$300.00.

Debtor promises to pay all costs of filing any financing, continuation or termination statements with respect to the security interest created by this agreement and further promises to pay all taxes assessed against this instrument or the indebtedness secured hereby.

In the event any of the warranties and covenants of the Debtor herein contained shall prove to be false or misleading, or are breached by Debtor, or should Debtor fail to promptly pay when due the indebtedness secured hereby, according to the tenor and effect of said promissory note of even date herewith, then and in either event Debtor shall be in default and all sums secured hereby shall become immediately due and payable at Secured Party's option, and the Secured Party may, without notice or demand, take possession of any or all of said collateral, and with notice to the Debtor, sell the property so taken in accordance with law, at public auction or private sale, for cash at the best price the seller can obtain, or the Secured Party may utilize any of the remedies provided by Article 9, Part 5 of the Uniform Commercial Code, and in the event of sale, the Secured Party may purchase the collateral as if a stranger hereto. The proceeds of sale shall be applied first to the expense of taking, removing, holding, repairing and preparing the collateral for sale, and the expense of sale, including a reasonable attorney's fee not in excess of 15% of the secured indebtedness after default, in the event of referral to an attorney not a salaried employee of the Secured Party, and provided the original indebtedness secured is in excess of \$300.00, the balance shall be applied to the indebtedness secured hereby, and any surplus shall be paid to the Debtor, who also agrees to pay any deficiency upon demand.

Any notice of sale of the property sent to the Debtor at the address above or at such other address of Debtor as may be shown on Secured Party's records, at least five (5) days prior to such action by Secured Party, shall constitute reasonable notice to Debtor.

The rights and privileges of Secured Party under this agreement shall inure to the benefit of its successors and assigns. All covenants and warranties and agreements of Debtor contained in this agreement are joint and several if Debtor is more than one, and shall bind Debtor's personal representatives, heirs, successors and assigns. If any provision of this agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

EXECUTED this 7th day of February, ~~xxx~~ 1992

Secured Party

By

Debtor

Michelle Sharp  
92 FEB 25 AM 10:56

Carl J. Wood  
Treasure Wood