

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). No. of Additional Sheets Presented: _____ This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

ATTN TITLES
OAKWOOD ACCEPTANCE CORP
PO BOX 27081 GREENSBORO NC
27425

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1997-05007

02/17/1997-05007

10:41 AM CERTIFIED

12 SHELBY COUNTY JUDGE OF PROBATE

008 MCD 21.80

2. Name and Address of Debtor (Last Name First if a Person)

MCGOWEN, PERRY
1564 KENT DAIRY RD #30
ALABASTER AL 35124

Social Security/Tax ID # _____

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

OAKWOOD ACCEPTANCE CORP
PO BOX 27081
GREENSBORO NC 27425

Social Security/Tax ID # _____

FILED WITH:

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

1974 SN25168 BRIGADEER

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
602

Check X if covered: Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

already subject to a security interest in another jurisdiction when debtor's location changed to this state.

which is proceeds of the original collateral described above in which a security interest is perfected.

acquired after a change of name, identity or corporate structure of debtor

as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 3133.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 4.80

8. 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)

Perry McGowan
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

OAKWOOD ACCEPTANCE CORP BY
Signature(s) of Secured Party(ies) or Assignee

John C. Szekely
Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(Seller) _____
 Address: _____
 Telephone: _____
 NAME _____ DATE _____

CONTRACT TO PURCHASE AND DEPOSIT AGREEMENT

Mail Monthly Payment To:
 Oakwood Acceptance Corporation
 P.O. Box 98011
 Charlotte, NC 28208-0011

ADDRESS _____ TELEPHONE _____ RES. BUS. _____

MANUFACTURER		MAKE		MODEL & YEAR		B. ROOMS	APPROX. SQ. FOOTAGE	
SERIAL NUMBER		NEW	COLOR	DELIVERED TO:		SALESPERSON		
		USED	Blue	County _____ State _____		Kathy _____		
IN TRADE FOR:	MAKE		YEAR	PAYOFF TO?		SERIAL NUMBER		
	LENGTH	WIDTH	COLOR	BEDROOMS	TITLE WHERE?	ACCT. NUMBER		
	OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES							
Home Sold As Is							CASH PRICE OF HOME \$ 27,000.00	
No Utility							Optional Equipment, Labor and Accessories	
No Options							SUB-TOTAL \$ 27,000.00	
							Sales Tax	
							Other Tax	
							Homeowner's Ins. Premium _____ Yrs.	
							Family Protection Ins. Premium _____ Yrs.	
							Various Fees	
SET UP AGREEMENT								
Freedom Homes will deliver and set up								
Freedom Homes will supply water								
Make for 5222 code Customer will								
REMARKS								
Supply water gas								
Freedom Homes will provide								
Freedom Homes will provide								
							1. CASH PRICE \$ 27,000.00	
							TRADE-IN ALLOWANCE \$	
							LESS BALANCE DUE ON ABOVE \$	
							NET ALLOWANCE \$	
							CASH DOWNPAYMENT \$	
							2. LESS TOTAL CREDITS	
							3. UNPAID BALANCE OF CASH SALE PRICE \$ 27,000.00	

The undersigned Purchaser(s) has agreed to purchase from Freedom Homes (the "Seller") the manufactured home described above (the "Home"). In that connection, Purchaser(s) submits herewith a (check appropriate boxes)

Manufactured Home Credit Application and/or Nonrefundable Deposit of \$ _____

Purchaser(s) agrees that the above deposit shall apply toward the Cash Price of the Home indicated above. If Purchaser(s) fails to complete the purchase of the Home and all related documents by Oct 20, 1976, or otherwise fails to accept delivery of the Home, Purchaser(s) agrees that the above Deposit shall be forfeited by Purchaser(s) and retained by Seller, to the extent permitted by applicable law, as liquidated damages and to be applied toward the satisfaction of the obligation of Purchaser(s) regarding the Home. If Purchaser(s) will obtain a loan to finance this purchase, Purchaser's(s) obligation under this Agreement is subject to Purchaser(s) obtaining a loan for the "Unpaid Balance of Cash Sale Price" set forth on Line No. 3 above at an annual interest rate not to exceed 12% (fixed rate or initial variable rate)

Purchaser(s) acknowledges and agrees that any and all wheels, axles, and related apparatus and equipment used to transport the Home for delivery to Purchaser are and shall remain at all times the sole property of Manufacturer and are not sold to Purchaser.

Purchaser(s) represents to Seller that, to the best of Purchaser's knowledge, the lot upon which the Home is to be located is is not located in a Special Flood Hazard Area as shown on maps prepared by the U.S. Department of Housing and Urban Development, or in a flood prone area. In the event the Home is to be located in a Special Flood Hazard Area as shown on maps prepared by the U.S. Department of Housing and Urban Development, or in a flood prone area, the costs to set up the Home upon delivery may exceed those provided for in this Contract or contemplated by the parties. Purchaser(s) hereby agrees to pay such excess costs in addition to all other amounts provided for herein.

Purchaser(s) acknowledges and agrees that he/she is of statutory age or has been legally emancipated; that he/she is purchasing the above described insurance voluntarily; that the trade-in described above, if any, is free from all claims, liens and encumbrances, except as noted; and that if any provision of this Agreement is unenforceable, the remaining provisions will be valid.

Not valid unless signed by an authorized representative of Seller. Approval by Seller is subject to acceptance by a bank or finance company, if applicable.

Purchaser(s) acknowledges receipt of a true copy of this Agreement and that he/she has read and understands its terms.

(Seller) Freedom Homes

Purchaser
 Social Security No. 423-11-1113

By: James C. H. [Signature]

Purchaser
 Social Security No. _____

POWER OF ATTORNEY

STATE OF Alabama

COUNTY OF Shelby

Date: 8/21/96

I hereby appoint Lisa C Szekely (Name)

of Freedom Homes 3446 Hwy 31 So Pelham AL (Address) Zip 35124

as my attorney-in-fact to sign my name and do all things necessary for the purpose(s) of:
(OWNER SHALL INITIAL EACH PURPOSE FOR WHICH APPOINTMENT INTENDED)

- making application for certificate of title,
- making application for replacement certificate of title,
- completing assignment of title to transfer my ownership to the transferee,
- to receive my certificate of title,
- to register and to purchase license plate,
- other purpose. (Describe): _____

for my motor vehicle described as follows:

74 Buick Model HT
 Year Model Make Model Body Style

SN 25168 _____
 Vehicle Identification Number License Number State Licensed

Sworn to and subscribed before me on Date above recited.

Curry L. McGowan
(Signature of Owner)

[Signature]
NOTARY PUBLIC

1564 KENT DAIRY RD #30
(Permanent Address)

My commission expires: MY COMMISSION EXPIRES MARCH 1, 1998 ALABASTER AL Zip 35124

SPECIMEN SIGNATURE OF APPOINTEE: Lisa C Szekely
(Not valid without this signature)

If a business firm or corporation is appointed, the specimen shall be that of an authorized representative of the firm that will perform as attorney-in-fact for the owner.

SPECIAL NOTICE: ANY ALTERATIONS OR STRIKEOVERS SHALL VOID THIS POWER-OF-ATTORNEY. ORIGINAL SIGNATURES REQUIRED ON ALL POWER-OF-ATTORNEYS.

LEGAL NOTICE: A person acting for the motor vehicle owner under this power-of-attorney should be aware of the statute under the Alabama Uniform Certificate of Title and Antitheft Act as follows:
"1975 Code of Alabama, § 32-8-11. Aiding, abetting, etc., in violations. A person who, whether present or absent, aids, abets, induces, procures or causes the commission of an act which if done directly by him, would be a felony or a misdemeanor under provisions of this chapter, is guilty of the same felony or misdemeanor. (Acts 1973, No. 765, p. 1147, § 43)"

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