

This instrument prepared by :
John Hollis Jackson, Jr.
Attorney at Law
P. O. Box 1818
Clanton, Alabama 35046

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagor, Jeff Simmons , is justly indebted to WLS, Inc., d/b/a S & H Mobile Homes (mortgagee), in the principal sum of Eight Thousand Nine Hundred Twenty-Four and 62/100 (\$8,924.62) Dollars as evidenced by my promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, said mortgagor has this day granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

From the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 7, Township 24-North, Range 13-East, Shelby County, Alabama, run along the South $\frac{1}{4}$ - $\frac{1}{4}$ line S-89°44'25"E for 582.02 feet; thence run N-00°46'03"E for 31.29 feet to the beginning point of the parcel of land here described; from said point, continue said course 208.72 feet to the South side of a 60 foot easement; thence run along said easement line and a continuation thereof S-89°44'25"E for 208.72 feet; thence run S -00°46'03"W for 208.72 feet; thence run N-89°44'25"W for 208.72 feet back to the beginning point.

Also, an easement from said lot to the East right-of-way line of County Road 89 described thusly: From the NW corner of the above described lot run S-89°44'25"E for 60 feet; thence run N-00°15'35"E for 60 feet; thence run N-89°44'25"W for 766.15 feet to the East right-of-way line of said County Road 89; thence run along said road line S-13°58'32"W for 61.76 feet; thence run S-89°44'25"E for 720.89 feet back to the beginning point.

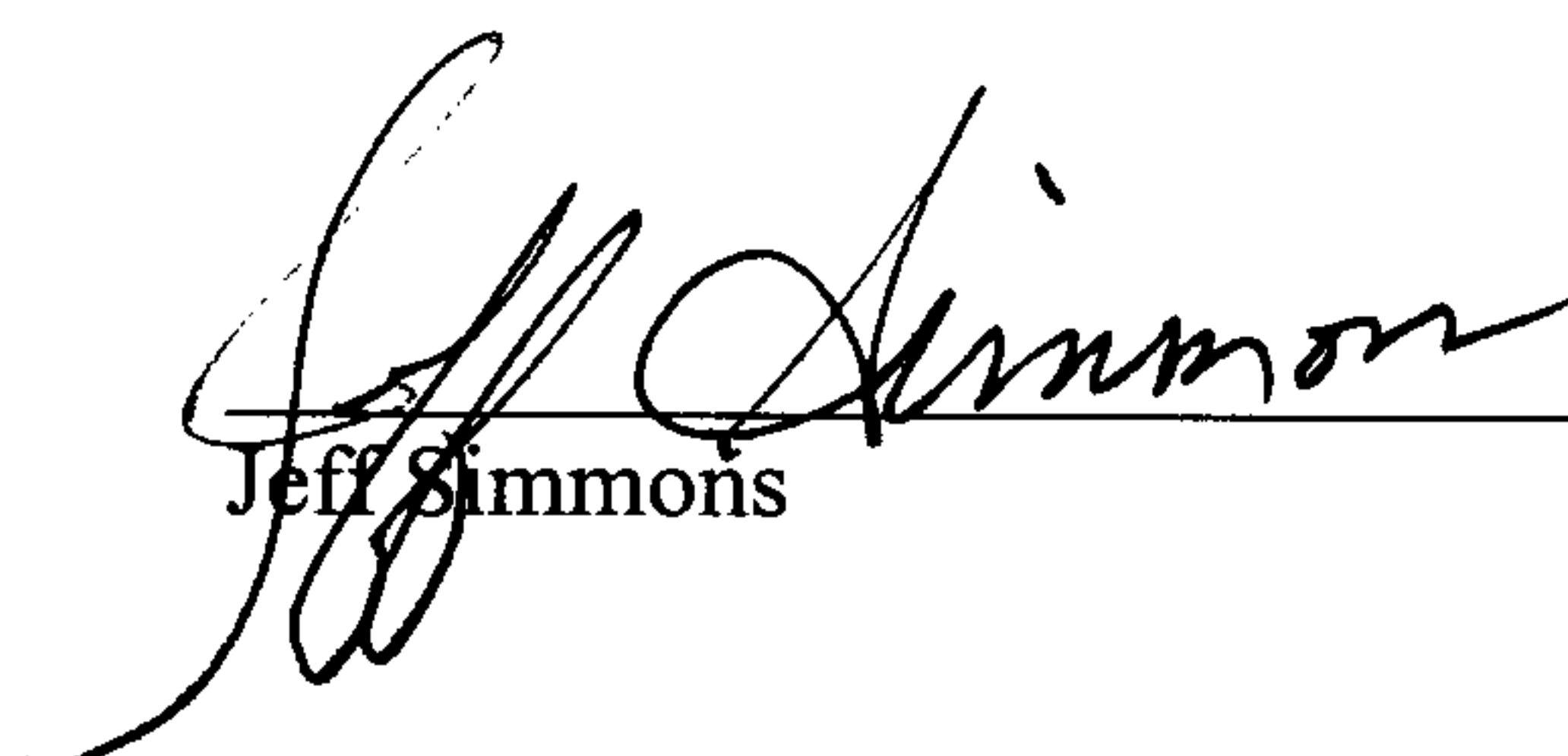
warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagee, its successors and assigns forever.

Now, the conditions of the above conveyances are such that if said mortgagor pays or causes to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should said mortgagor make default in the payment of said note in whole or in part at maturity, then the said mortgagee, its successors or assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee. Second, to the payment of what may be due on the hereinbefore described note, and the surplus, if any, to be turned over to said mortgagor or his legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagee, its successors or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagee or its successors or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to them a property conveyance for the lands so purchased. And said mortgagor will for his heirs and assigns, covenant with the said mortgagee, its successors and assigns, that he will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and said mortgagor agrees to pay all taxes or assessments, when imposed legally on said property, within thirty days after the same becomes delinquent.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 28th
day of June, 2002.

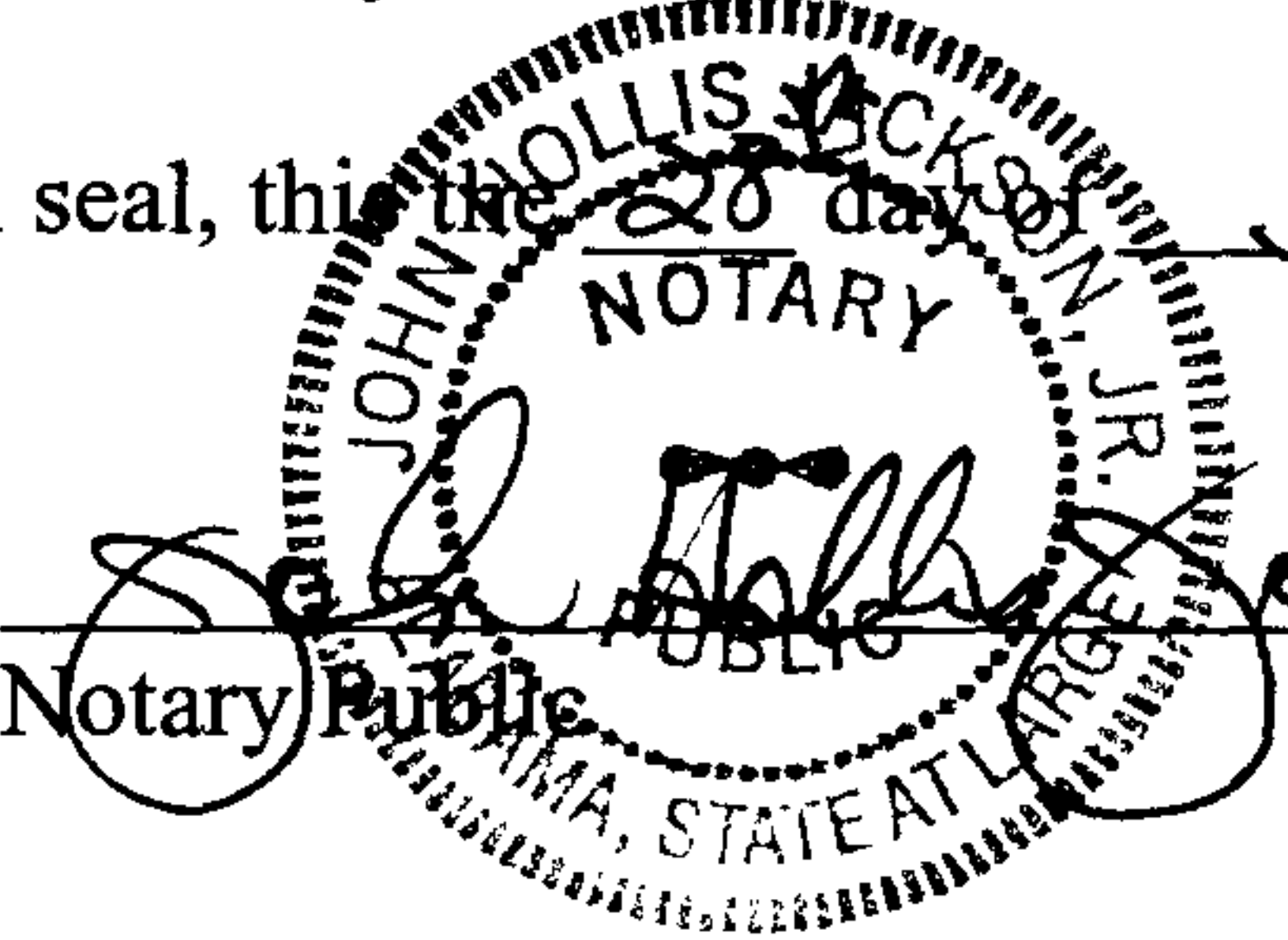

Jeff Simmons

STATE OF ALABAMA

COUNTY OF chilton

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeff Simmons, 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 the 20 day of June, 2002.


Notary Public