

STATE OF ALABAMA

Shelby COUNTY }

KNOX ALL MEN BY THESE PRESENTS: That Whereas,

David Howard

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

CMH HOMES, INC. - DBA CLAYTON HOMES

KEVIN T. CLAYTON - TRUSTEE

(hereinafter called "Mortgagee", whether one or more), in the sum

of **Forty, Thousand Nine Hundred Thirty Dollars 00/100** Dollars
(\$ **40,930.00**), evidenced by retail installment contract of even date, the final maturity of which debt is the **1st**
day of **October**, ~~x~~ **2014**

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 this 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:

From the SW corner of Section 5, Township 18 South, Range 2 East, go east along the section line 2663.48 feet; then left 90°19'52" and run 1325.74 feet; then right 90°10'15" and run 832.62 feet; then left 3°39'43" and run 482.61 feet; then right 71°37'44" and run 802.82 feet to the point of beginning then right 90°18'50" and run 206.81 feet; then left 90°18'10" and run 211.00 feet; then left 89°41'50" and run 206.81 feet; then left 90°18'10" and run 211.00 feet to the point of beginning. Containing 1.0 acres.

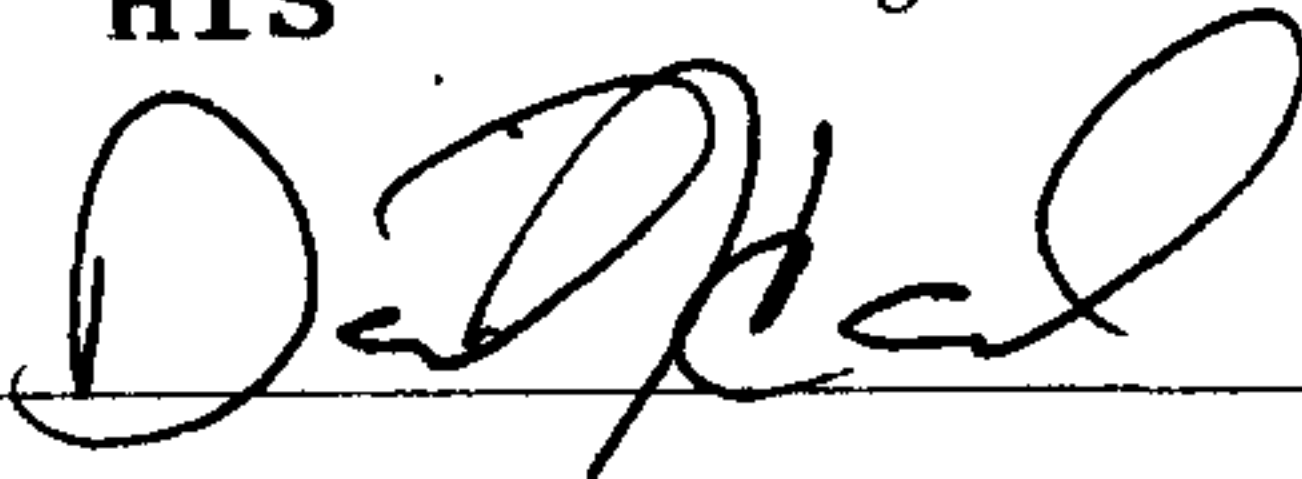
Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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.

ALTD

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 en masse 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 therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, 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
October 14th day of ~~xx~~ **2002**
HIS signature and seal, this

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

THE STATE of **Alabama** }
Shelby COUNTY }
I, **Coy Swann, Jr.**, a Notary Public in and for said County, in said State,
hereby certify that **David Howard**

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 **his** executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this **14th** day of **October** **xx 2002**
_____, Notary Public.

THE STATE of _____ }
COUNTY }
I, _____, a Notary Public in and for said County, in said State,
hereby certify that

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 the _____ day of _____, 19_____
_____, Notary Public.

Return to:
Dayton Homes
955 Co. Rd 437
Cullman, AL 35055

MORTGAGE DEED

This instrument was prepared by:
