

NOTE: THIS MORTGAGE IS BEING RE-RECORDED TO ADD MORTGAGOR'S SPOUSE TO MORTGAGE.

20030610000362400 Pg 1/2 44.00
Shelby Cnty Judge of Probate,AL
06/10/2003 09:49:00 FILED/CERTIFIED

STATE OF ALABAMA }
Shelby COUNTY }

KNOX ALL MEN BY THESE PRESENTS: That Whereas,

Pamela C. Teston, a married woman
JEFFERY TESTON - A MARRIED MAN



20030623000391730 Pg 1/2 14.00
Shelby Cnty Judge of Probate,AL
06/23/2003 12:07:00 FILED/CERTIFIED

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

CMH Homes, Inc. dba Luv Homes
Kevin T. Clayton - Trustee

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

of Nineteen Thousand Nine Hundred Fourty Four Dollars & 86/100 Dollars
(\$ 19,944.86), evidenced by retail installment contract of even date, the final maturity of which debt is the 1st
day of June 2013

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:

"Exhibit A"

Commence at the NE corner of the NW ¼ of the NE ¼ of Section 3, Township 22 South, Range 3 West; thence run West along the North line of Section 3 for 310.07 feet; thence turn an angle to the left of 79 deg. 54 min. 24 sec. And run South for 199.62 feet; thence turn an angle to the right of 79 deg. 02 min. 42 sec. And run West for 165.07 feet to the point of beginning. Thence continue along the last described course for 130.28 feet; thence turn an angle to the right of 94 deg. 38 min. 44 sec. And run North for 139.04 feet to a point on the South right of way of Shelby County Road 259; thence turn an angle to the right of 114 deg. 29 min. 39 sec. and run Southeasterly along the South right of way for 68.86 feet to the point of commencement of a curve to the right having a central angle of 70 deg. 12 min. 40 sec. and a radius of 79.58 feet; thence run along the arc of said curve along the South right of way for 97.52 feet; thence run along the tangent if extended to said curve along the West right of way for 41.73 feet to the point of beginning. Containing 0.3258 acres, more or less.



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

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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.

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

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 she executed the same voluntarily on the day the same bears date.

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.

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This instrument was prepared
KAY Glasgow
3406 University St
Perham Az 85122

A: TD

Return to:

MORTGAGE DEED