

STATE OF ALABAMA }
Shelby COUNTY }

KNOX ALL MEN BY THESE PRESENTS: That Whereas,

Myra E. Smith - a single woman

(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 Thirty Six Thousand Nine Hundred Eighty One Dollars & 91/100 Dollars
(\$36,981.91), evidenced by retail installment contract of even date, the final maturity of which debt is the 1st
day of August, 2018

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"

State of Alabama

Shelby County

From the SW Corner of Section 5, Township 18 South, Range 2 East, go East along the Section Line 2,663.48 feet; thence left 90° 18' 52" 1,325.74 feet; thence, Right 90° 10' 15", 832.62 feet; . Thence, Left 3° 39' 43", 482.61 feet; Thence, Right 71° 37' 44", 473.82 feet, thence, Right 90° 18' 10", 206.81 feet; thence, Left 91° 87' 42", 202.79 feet to the North Right-of- Way of the Public Road. Thence, 140.38 feet to the right along the arc of a concave curve, which has a delta angle of 7° 53' 23", and a radius of 1,161.4 feet. Thence, continue along the tangent to the curve 104.38 feet; thence, Right 106° 46' 42", 228.25 feet to the Point of Beginning. Thence Left 108° 46' 42", 210 feet; thence Right 108° 46' 42", 210 feet; thence Right 108° 46' 42", 210 feet; thence, Right 108° 46' 42", 210 feet to the Point of beginning. Approximately 1 acre.

Note: This is a "sell-off" from that certain parcel of land identified as "Tract 1" in that certain deed dated Sept. 21, 1998 and recorded Sept. 21, 1998 in Book 1998, Page 36709 in the Probate Office of Shelby County, Alabama. (Approximately 7.6 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.

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.

THE STATE of Alabama }
Shelby COUNTY }
I, L. Kay Glasgow, a Notary Public in and for said County, in said State
hereby certify that Myra E. Smith - a single woman

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 con-
tents 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

MORTGAGE DEED

This instrument was prepared by: