

This Instrument Prepared By:

Douglas W. Ingram, Esq.
Attorney at Law
957 Gadsden Highway
Birmingham, AL 35235

MORTGAGE


This Mortgage is given by Gary W. Burns, Sr. and Mary N. Burns, husband and wife hereinafter called Borrower, of 329 Hillsdale Dr. Columbiana, Alabama 35051 to CMH Homes, Inc., 5000 Clayton Rd. Maryville, TN 37804 hereinafter called Lender, to secure \$137,063.67 together with interest thereon computed on the outstanding balance all as provided in a note of even date herewith, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrowers and for the purpose expressed above the Borrowers does hereby grant and convey to Lender with Mortgage Covenants, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described as follows or as shown by the attached Exhibit "A" attached hereto and made a part hereof and having a street address of 329 Hillsdale Drive Columbiana, Alabama 35051 and being situated in Shelby County, Alabama, to wit:

See attached Exhibit "A"

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1. No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.
2. Borrowers will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgage premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that the Borrowers fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgage property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrowers hereby assigns to Lender Borrower's rents of the mortgaged property and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that the condition of this mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrowers transfers ownership either legal or equitable or any security interest in the mortgage property, whether voluntarily or involuntarily, the


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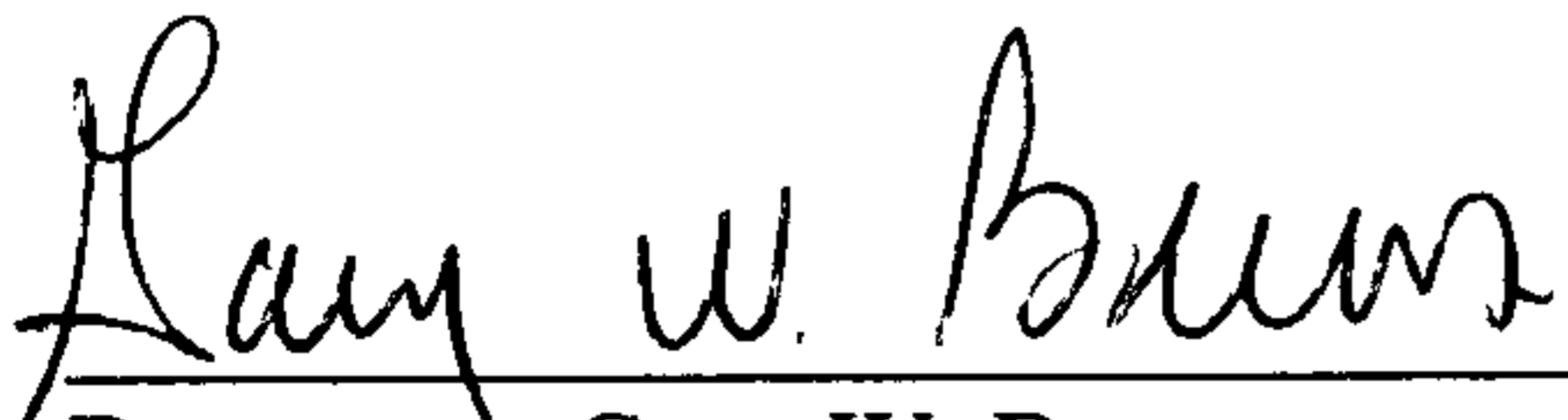
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security interest in the mortgage property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrowers to Lender which are due or become due and whether now existing or hereafter contracted.
8. Borrowers shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be named insured as its interest may appear.
9. Borrowers shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.
10. Borrowers further covenants and warrants to Lender that said Borrowers is indefeasibly seized of said land in fee simple that the Borrowers has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

Executed under seal this the 3rd day of February, 2010.



Borrower: Gary W. Burns



Borrower: Mary N. Burns



STATE OF ALABAMA
COUNTY OF JEFFERSON

On FEB. 3, 2010 before me, Doug Ingram, the undersigned authority, personally appeared Gary W. Burns and Mary N. Burns, husband and wife personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in his/her/their signature(s) on the instrument to be the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature 
Douglas W. Ingram

My Commission Expires 7/26/2012

This instrument prepared by
Douglas W. Ingram, Attorney
957 Gadsden Highway
Birmingham, Alabama 35235
(205) 836-8500

EXHIBIT "A"

STATE OF ALABAMA

SHELBY COUNTY

Parcel 2-A:

Commence at the Southwest corner of the Southwest Quarter of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama and run thence Northerly along the West line of said Quarter a distance of 1,311.80 feet to a point; thence turn 89 degrees 26 minutes 20 seconds right and run Easterly 2,074.82 feet to a point; thence turn 99 degrees 00 minutes 02 seconds left and run North 277.04 feet to the point of beginning of the property. Parcel 2-A, being described; thence continue along last described course 210.0 feet to a point; thence turn 90 degrees 00 minutes right and run Easterly 210.00 feet to a point; thence turn 90 degrees 00 minutes right and run Southerly 210.00 feet to a point; thence turn 90 degrees 00 minutes right and run Westerly 210.00 feet to the point of beginning.

Together with a proposed twenty foot (20-foot) wide access easement required for access to this property. Parcel 2-A, described as follows:

Commence at the Southwest corner of the Southwest Quarter of Section 1, Township 22 South, Range 1 West, Shelby County, Alabama, and run thence Northerly along the West line of said Quarter a distance of 1,311.80 feet to a point; thence turn 89 degrees 26 minutes 20 seconds right and run Easterly 2,084.83 feet to the point of beginning on centerline of proposed twenty-foot wide access easement; thence turn 99 degrees 00 minutes 02 seconds left and run Northerly 277.04 feet to the South line of said Parcel 2-A, and the end of said easement.

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