

SECURITY AGREEMENT

This Security Agreement ("Agreement") is executed and delivered as of the ____ day of _____, _____ (the "Effective Date"), by _____ ("Pledgor"), in favor of _____ (the "Secured Party").

WHEREAS, Pledgor has executed that certain Mobile Home Purchase Agreement dated _____ (the "Purchase Agreement"), to purchase a mobile home by taking out a loan, using the Secured Party as lender.

WHEREAS, Pledgor has executed and delivered a certain Promissory Note of even date herewith (as such Promissory Note may be amended or supplemented from time to time, the "Note") to and in favor of the Secured Party evidencing a loan by the Secured Party to Pledgor (the "Loan"); and

WHEREAS, as a material inducement for the Secured Party making the Loan, the Pledgor has agreed to execute this Agreement in favor of the Secured Party.

NOW THEREFORE, in consideration of the foregoing premises, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor and the Secured Party hereby agree as follows:

1. Grant of Security Interest; Description of Collateral. As security for the prompt and complete payment and performance when due of all of the Obligations, Pledgor hereby grants to Secured Party a continuing lien on and first priority continuing security interest ("Security Interest") in a Manufactured Home, VIN: _____, located at _____, and the following appliances _____ (the "Collateral").

2. Obligations Secured by Collateral. The term "Obligations" means any and all indebtedness or other obligations of Pledgor to Secured Party in any capacity under the Purchase Agreement, the Note and/or this Agreement, whether now existing or hereafter incurred, however created or evidenced, regardless of kind, class or form, whether direct, indirect, absolute or contingent (including obligations pursuant to any guaranty, endorsement, other assurance of payment or otherwise), whether joint or several, whether from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, together with all extensions, renewals and replacements thereof, and all interest, fees, charges, costs or expenses which accrue on or in connection with the foregoing, including, without limitation, any indebtedness or obligations arising prior to, during or after any pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding.

3. Pledgor's Covenants.

(a) Defense of Title. Pledgor shall defend the title to the Collateral against all persons and against all claims and demands whatsoever. Pledgor represents and warrants to the Secured Party that the Collateral, except for the security interest granted hereby, shall remain lawfully owned by Pledgor and is free and clear of all Encumbrances, except for the Security Interest and the Permitted Encumbrances. "Encumbrance" means any claim, lien, option, pledge, security interest, encumbrance, reservation, restriction, right of first refusal, or any other matter affecting title to property. "Permitted Encumbrance" means any restrictions and limitations on the use or transfer of any of the Collateral imposed by applicable law.

(b) Status of Title. On demand of the Secured Party, Pledgor shall furnish further assurance of title, execute any written agreement, and/or do any other acts necessary to effectuate the purposes and provisions of this Agreement, execute any instrument or statement required by law or requested by the Secured Party to perfect, continue, or terminate the security interest of the Secured Party in the Collateral, and pay all costs of filing in connection therewith.

(c) Possession of Collateral. Pledgor shall retain possession of the Collateral and shall not sell, exchange, assign, loan, deliver, or otherwise dispose of same without the written consent of the Secured Party, not to be unreasonably withheld, conditioned or delayed.

(d) Location of Collateral. Pledgor shall deliver written notice to the Secured Party if Pledgor intends to relocate the Collateral in accordance with the terms and conditions of the Purchase Agreement.

(e) No Liens, etc. Pledgor shall keep the Collateral free and clear of all Encumbrances except for the Security Interest and the Permitted Encumbrances, and any sum of money that may be paid by Secured Party to cause the release or discharge thereof shall be paid on demand as an additional part of the obligations secured hereunder.

(f) Taxes, Fees, etc. Pledgor shall pay, when due, all taxes, rents, assessments, impositions, and license fees (if any) relating to the Collateral.

(g) Condition of Collateral. Pledgor shall provide the Secured Party with information related to the condition of the Collateral upon request and shall promptly notify the Secured Party of any loss of or damage to the Collateral, whether or not such loss or damage is covered by insurance.

(h) Insurance. Pledgor shall maintain, at its own expense, at all times, insurance policies covering damage to or loss of the Collateral in such amounts and in such form as shall be reasonably satisfactory to the Secured Party. If Pledgor fails to obtain the required insurance as provided herein, Secured Party may, but is not obligated, to obtain such insurance as the Secured Party may reasonably deem appropriate, including, without limitation, if the Secured Party so chooses, "single interest insurance" which will cover only the Secured Party's interest in the Collateral. Pledgor shall pay or reimburse the Secured Party for the cost of such insurance as the Secured Party may procure pursuant to the immediately preceding sentence. The Secured Party shall have the option, in its discretion, to hold insurance proceeds realized under any policy of insurance covering the Collateral as part of the Collateral or apply any such insurance proceeds toward the Obligations. Upon the request of the Secured Party, Pledgor shall from time to time deliver to the Secured Party copies of insurance policies or other evidence of insurance satisfactory to the Secured Party, and such other related information the Secured Party may request.

4. Default; Repossession and Inspection.

(a) Events of Default. Any of the following events or conditions shall constitute an "***Event of Default***": (i) any default by Pledgor under the Note, this Agreement, the Purchase Agreement, or any collateral agreement between Pledgor and the Secured Party which default is not cured pursuant to any applicable notice and cure period; (ii) failure by Pledgor to pay when due (whether at the stated maturity, by acceleration, upon demand or otherwise) any indebtedness or obligation owing to any third party, which failure would constitute a default under any agreement with any third party; (iii) Pledgor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within forty-five (45) days; (iv) the entry of any judgment or order of any court, other governmental authority or arbitrator against Pledgor which would have a material adverse effect on the financial condition

of Pledgor; (v) the material falsity, omission, or inaccuracy of any representation or warranty made by Pledgor in any document delivered to the Secured Party; or (vi) Pledgor engages in any activity which will result in the forfeiture of the Collateral to any governmental authority.

(b) **Remedies Upon Default.** Upon any Event of Default and the expiration of any cure or grace period, and at the option of Secured Party, the Obligations secured by this Agreement shall immediately become due and payable in full without notice or demand and Secured Party shall have all the rights, remedies, and privileges with respect to repossession, retention and sale of the Collateral and disposition of the proceeds as are accorded by the applicable sections of the UCC respecting "default." Upon any Event of Default and the expiration of any cure or grace period, and upon demand, Pledgor shall make the Collateral available to the Secured Party at the place(s) and time(s) designated in the demand. Upon any Event of Default and the expiration of any cure or grace period, Secured Party may: (i) take possession of the Collateral and the proceeds thereof then in the possession of Pledgor or in the possession of any third party; and (ii) enter any premises of Pledgor without legal process for such purpose or for the purpose of examining the Collateral or the proceeds thereof and records relating to either the Collateral or the proceeds thereof. Pledgor shall provide access to the premises and records of Pledgor for such purposes whenever requested by Secured Party. Secured Party may directly collect any amounts owed to Pledgor from third parties.

(c) **No Waiver.** No act, delay, omission, or course of dealing between Pledgor and the Secured Party will be a waiver or modification of any of the Secured Party's rights or remedies under the Note or this Agreement; and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy. A waiver or modification by the Secured Party of any rights or remedies under the terms of this Agreement or with respect to the Obligations on any occasion will not be a bar to the exercise of any right or remedy on any subsequent occasion.

5. Attorney's Fees and Expenses; Deficiency. Pledgor shall pay the Secured Party's reasonable third party, out-of-pocket attorney's fees and all other reasonable expenses incurred by the Secured Party in pursuing, searching for, receiving, taking, keeping, storing, advertising, and selling the Collateral upon any default by Pledgor under the Loan Documents. Pledgor shall also be liable for all reasonable costs and expenses of collection, including, without limitation, reasonable third party, out-of-pocket attorneys' fees and disbursement. Pledgor shall remain liable for any deficiency resulting from a sale of the Collateral, and shall pay the amount of any such deficiency to the Secured Party upon demand.

6. Application of Payments; Collection. Notwithstanding any other term or condition of this Agreement, Secured Party may apply any amount it receives in any manner it deems appropriate. Pledgor shall not assert any defense, counterclaim, or set off to any action brought by the Secured Party for the unpaid balance of any Obligation or for possession of Collateral.

7. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given if given in accordance with the notice provisions of the Note.

8. Successors and Assigns. The terms, warranties, representations, covenants, and agreements contained in this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

9. Construction. The headings of articles and sections in this Agreement are provided for convenience of reference only and are not intended to affect the construction or interpretation hereof or thereof. All words used in this Agreement will be construed to be of such gender or number as the relevant

context may require. Unless otherwise expressly provided otherwise, the word “including” shall not limit the scope of the words or terms which it describes. The term “Business Day” means any day other than a Saturday, Sunday, or a day on which commercial banks within the State of Missouri are permitted or required to remain closed under applicable law.

10. Governing Law; Choice of Forum. The governing law and choice of forum of any dispute arising out of this Agreement and all disputes arising out of its subject matter shall be in accordance with the Note.

11. Waivers. Neither the failure nor any delay by the Secured Party in exercising any right, power, privilege, or remedy under this Agreement will operate as a waiver of such right, power, privilege, or remedy, and no single or partial exercise of any such right, power, privilege, or remedy will preclude any other or further exercise of such right, power, privilege, or remedy or the exercise of the same. A waiver of any provision of this Agreement shall be valid only if in writing and executed by the waiving party.

12. Entire Agreement; Amendments. The Loan Documents constitute the entire agreement and understanding between the parties hereto as to the matters set forth herein and therein and supersede and revoke all prior agreements, understandings, and arrangements, oral and written, between Pledgor and the Secured Party with respect to the subject matter hereof and thereof, except for the Purchase Agreement. This Agreement may be amended only by written instrument duly executed by each of Pledgor and the Secured Party.

13. Severability. If any provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy hereof and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party may execute and deliver this Agreement in portable document format (.pdf) or another electronic format and may deliver the same by such electronic means as evidence that this Agreement has been executed and delivered by such party.

15. Oral Agreements. The following is added pursuant to Section 432.045 R.S.Mo.: as used below “borrower(s)” shall mean Pledgor, “creditor” shall mean the Secured Party, “credit agreement” shall mean the Loan and “this writing” shall mean this Agreement.

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered and executed this Security Agreement as of the Effective Date.

PLEDGOR:

Name: _____

SECURED PARTY:

Name: _____