

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.**

**Important: Read Instructions on Back Before Filling out Form.**

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: /	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
<b>Alabama Power Company</b> <b>600 North 18th Street</b> <b>Birmingham, Alabama 35291</b> <b>Attention:</b>  Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) <i>Cook, DONALD R. 336 10 STREET S.W. Alabaster, AL 35007</i>		Inst * 1994-25152 08/11/1994-25152 03:24 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 MCD 20.65
Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____ <input type="checkbox"/> Additional debtors on attached UCC-E 3. SECURED PARTY (Last Name First if a Person) <b>Alabama Power Company</b> <b>600 North 18th Street</b> <b>Birmingham, Alabama 35291</b> Social Security/Tax ID # _____ <input type="checkbox"/> Additional secured parties on attached UCC-E 5. The Financing Statement Covers the Following Types (or items) of Property: <b>The heat pump(s) and all related materials, parts, accessories and replacements thereto, located on the property described on Schedule A attached hereto.</b>		

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

Check X if covered:  Products of Collateral are also covered.

- already subject to a security interest in another jurisdiction when it was brought into this state.
- already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- which is proceeds of the original collateral described above in which a security interest is perfected.
- acquired after a change of name, identity or corporate structure of debtor
- as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:  
 The initial indebtedness secured by this financing statement is \$ 3071.00  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

8.  This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)  
 (Required only if filed without debtor's Signature — see Box 6)

*Donald L Cook*  
 Signature(s) of Debtor(s)

**Cross Index In Real Estate Records**

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT

(2) FILING OFFICER COPY — NUMERICAL

(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

20

This instrument was prepared by COURTNEY H. MASON, JR. This form furnished by Cahaba Title, Inc.  
(Name) COURTNEY H. MASON, JR. Cahaba Title, Inc.  
(Address) P. O. BOX 1007 Highway 31 South at Valleydale Road  
ALABASTER, ALABAMA 35007 P. O. Box 689  
Pelham, Alabama 35124

Policy Issuing Agent for  
Safeco Title Insurance Co  
TELEPHONE: 988-5600

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS,  
SHELBY COUNTY }

That in consideration of TWELVE THOUSAND THREE HUNDRED AND NO/100TH (\$12,300.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE(S) herein, the receipt whereof is acknowledged, we,

JACK L. FUQUA AND WIFE, BEVERLY M. FUQUA  
(herein referred to as grantors) do grant, bargain, sell and convey unto

DONALD R. COOK AND WIFE, LINDA L. COOK

(herein referred to as GRANTEE(S)) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in

SHELBY County, Alabama to-wit:

A parcel of land situated in the South Half of the NW 1/4 of the NW 1/4 of Section 2, Township 21 South, Range 3 West, more particularly described as follows: Begin at the Southeast corner of the NW 1/4 of the NW 1/4 of said Section 2 and run West 690 feet; thence run North 210 feet to the point of beginning of the land herein described; thence run West 210 feet; thence run North 105 feet; thence run East 210 feet; thence turn South 105 feet to the point of beginning; being situated in Shelby County, Alabama.

347 PAGE 734  
347 BOOK 347  
Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

And as further consideration, the herein grantees expressly assume and promise to pay that certain mortgage to Collateral Investment Company as recorded in Mortgage Book 378 Page 632 in the Probate Office of Shelby County, Alabama, according to the terms and conditions of said mortgage and the indebtedness thereby secured.

GRANTORS' ADDRESS: 1613 TRADEWIND CIRCLE  
ALABASTER, AL. 35007

GRANTEE'S ADDRESS: 336 10th Street S. W.

TO HAVE AND TO HOLD to the said GRANTEE(S) for AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM IN FEE SIMPLE, AND TO THE HEIRS AND ASSIGNS OF SUCH SURVIVOR FOREVER, TOGETHER WITH EVERY CONTINGENT REMAINDER AND RIGHT OF REVERSION.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEE(S), their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEE(S), their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals, this 10th day of JUNE, 1983.

STATE OF ALABAMA, SHELBY COUNTY, BEVERLY M. FUQUA  
WITNESS: JACK L. FUQUA REC'D 12/20  
RECEIVED  
1603 JUN 10 PM 3-15-83 (Seal)  
1600 (Seal)  
1600 (Seal)  
1600 (Seal)

Jack L. Fuqua (Seal)  
Beverly M. Fuqua (Seal)  
(Seal)

STATE OF ALABAMA  
SHELBY COUNTY }

General Acknowledgment

THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that JACK L. FUQUA AND WIFE, BEVERLY M. FUQUA, whose name is ARE signed to the foregoing conveyance, and who ARE known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, THEY executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of JUNE, 1983.

Notary Public  
Shelby County Judge of Probate

08/11/1994-25152  
03:24 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 20.65