

**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:  Alabama Power Company 600 North 18th Street Birmingham, Alabama 35291  Attention:  Pre-paid Acct # _____				THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person)  BARR, DAVID William 480 Hwy 469 STERETT AL. 35147  Social Security/Tax ID # _____				Inst # 1996-21688  07/08/1996-21688 12:06 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 23.65 004 MCD	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Rhonda J. Barr 480 Hwy 469 STERETT AL 35147  Social Security/Tax ID # _____					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3. SECURED PARTY (Last Name First if a Person)  Alabama Power Company 600 North 18th Street Birmingham, Alabama 35291  Social Security/Tax ID # _____					
<input type="checkbox"/> Additional secured parties on attached UCC-E				4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  AmSouth Bank of Alabama Riverchase Center North Building 2050 Parkway Office Circle Hoover, Alabama 35244	
5. The Financing Statement Covers the Following Types (or items) of Property:  The heat pump(s) and all related materials, parts, accessions, accessories and replacements thereto, located on the property described on Schedule A attached hereto. INSTALLED ONE CARRIER HEAT PUMP - MOD# 50HS030-3 - SER# 1596640078  For value received, Debtor hereby grants a security interest to Secured Party in the foregoing collateral.  Record Owner of Property: Cross Index in Real Estate Records  Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.					
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ 3010.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____					
8. <input checked="" type="checkbox"/> 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)					
Signature(s) of Secured Party(ies) or Assignee					
Signature(s) of Secured Party(ies) or Assignee					
Type Name of Individual or Business					
Type Name of Individual or Business					
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama					



# JEFFERSON TITLE CORPORATION

This instrument was prepared by

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

(Name) Glen Marshall Connor */// 4*

409 North 21st Street

(Address) Birmingham, AL 35203

## MORTGAGE—

STATE OF ALABAMA

SHELBY

COUNTY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

WILLIAM DAVID BARR and RHONDA J. BARR,  
Husband and Wife,

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

HOYT E. HENDERSON and A. LAVADA HENDERSON, Husband and Wife,

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

of EIGHTY SEVEN THOUSAND and No/100----- Dollars  
(\$ 87,000.00 ), evidenced by Real Estate Mortgage Note of even date herewith

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

WILLIAM DAVID BARR and RHONDA J. BARR, Husband and Wife,

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:

See Exhibit "A"

BOOK 266 PAGE 655

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed on the premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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 the 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.

IN WITNESS WHEREOF the undersigned William David Barr and Rhonda J. Barr

have hereunto set their signature S and seal, this 15<sup>th</sup> day of November, 19 89

William David Barr (SEAL)  
WILLIAM DAVID BARR

Rhonda J. Barr (SEAL)  
• RHONDA J. BARR

\_\_\_\_\_ (SESL)

\_\_\_\_\_ (SEAL)



THE STATE of ALABAMA  
JEFFERSON

COUNTY }

I, GAYLE W. BAUGHN

, a Notary Public in and for said County, in said State,

hereby certify that

William David Barr and Rhonda J. Barr,

whose names 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

15<sup>th</sup>

day of

November

, 1989

Notary Public.

*Gayle W. Baughn*  
*My Commission expires 8-15-93*

THE STATE of

COUNTY }

, a Notary Public in and for said County, in said State,

I,

hereby certify that

whose name as 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 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

William David Barr and  
Rhonda J. Barr  
TO  
Hoyt E. Henderson and  
A. Lavada Henderson

MORTGAGE DEED

Inst # 1996-21688

07/08/1996-21688  
12:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 23.65

Recording Fee \$

Deed Tax \$

This form furnished by



JEFFERSON TITLE CORPORATION

P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

Return to:

BOOK 200 PAGE 0000