

Shelby

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

REORDER FROM:
American Printing Co.
(205) 942-3930

Important: Read Instructions on Back Before Filling out Form

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

2 This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

1. Return copy or recorded original to:

Alabama Power Company
600 North 18th Street
Birmingham, Alabama 35291

Attention:

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Roberts, Billy H. and Phyllis J.

234 Hwy 408

Shelby, AL 35143

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ 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 #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

The heat pump(s) and all related materials, parts, accessories and replacements thereto, located on the property described on Schedule A attached hereto.

M#D04048FIHOA

S#2115UTP2H

3 1/2 Ton Trane Dual Fuel

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: ☒ 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)

- ☐ 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.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 5500.00

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)

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

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

Type Name of Individual or Business

EXHIBIT "A"

The following tract of land being described being situated in the SE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 15 East, Shelby County, Alabama. The description of said tract of land begins at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 11, going south along said section line for a distance of 473.6 feet; thence an angle of 41 degrees 15 minutes right 210.0 feet; thence 3 degrees 00 minutes right run 150.00 feet; thence 20 degrees 26 minutes right run 100.00 feet; thence 16 degrees 15 minutes 0 seconds right run southwesterly for 100.00 feet; thence 18 degrees 57 minutes 0 seconds right run westerly for 100.00 feet; thence 11 degrees 7 minutes 0 seconds right run northwesterly for 100.00 feet; thence 8 degrees 22 minutes 0 seconds left run westerly for 100.00 feet; thence 9 degrees 15 minutes 0 seconds left run westerly for 100.00 feet to the point of beginning; thence 97 degrees 32 minutes left run southerly 458 feet plus or minus to the highwater elevation of Alabama Power Company Lake, which establishes the East boundary line of said tract of land; thence from the Point of beginning, 97 degrees 32 minutes right from the East boundary line run 100.00 feet along county road; thence 87 degrees 06 minutes left run southerly 368.5 feet plus or minus to the highwater elevation of Alabama Power Company Lake; thence Easterly along the highwater elevation for 150.0 feet to the East boundary line; thence North along East boundary line to the Point of Beginning.

According to the survey of Thomas E. Simmons, dated December 9, 1998.

Inst # 2001-15815

04/23/2001-15815
02:25 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MB 26.25

58-33-1-11-0-001-029 TAX ASSESSOR COPY

This instrument was prepared by (Name) Lamar Ham (Address) 3512 Old Montgomery Highway Birmingham, AL 35209 Send Tax Notice To: Billy H. Roberts, Sr. name 234 Highway 408 address Shelby, AL 35143

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

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

That in consideration of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100----- DOLLARS (\$135,000.00) to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we, Haywood W. Kite and wife, Sybil B. Kite

(herein referred to as grantors) do grant, bargain, sell and convey unto Billy H. Roberts, Sr. and wife, Phyllis J. Roberts

(herein referred to as GRANTEES) as joint tenants with right of survivorship, the following described real estate situated in Shelby County, Alabama to-wit:

See Attached Exhibit "A" for legal description.

Subject to current taxes, easements, covenants, restrictions and rights of way of record, mineral and mining rights.

\$ 65,000.00 of the purchase price was provided by a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 15th day of December, 19 98.

(Seal) Haywood W. Kite by Sybil B. Kite Attorney in Fact (Seal) Haywood W. Kite by Sybil B. Kite Attorney in Fact (Seal) Sybil B. Kite (Seal)

STATE OF ALABAMA Jefferson COUNTY

General Acknowledgment

I, Lamar Ham, a Notary Public in and for said County, in said State, hereby certify that whose name(s) is Sybil B. Kite signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December A.D., 1998 *as Attorney in Fact for Haywood W. Kite under Power of Attorney recorded in Inst #1998-02019 **Individually and in her capacity as such Attorney in Fact and with full authority Lamar Ham Notary Public My Commission Expires November 9, 2001