

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] J. RUFFIN (205) 226-1902	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  ALABAMA POWER COMPANY 600 N. 18TH STREET BIRMINGHAM, AL 35291	



20090701000252830 1/4 \$43.40  
Shelby Cnty Judge of Probate, AL  
07/01/2009 09:41:40 AM FILED/CERT

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1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME Padgett		FIRST NAME John	MIDDLE NAME B.	SUFFIX
1c. MAILING ADDRESS 3601 Cumberland Trace		CITY Birmingham	STATE AL	POSTAL CODE 35242
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			AL	US
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME ALABAMA POWER				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 600 N. 18TH STREET		CITY BIRMINGHAM	STATE AL	POSTAL CODE 35291
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

THE FOLLOWING HEAT PUMP, WHICH WAS INSTALLED AT THE RESIDENCE LOCATED ON THE PROPERTY DESCRIBED IN ITEM 14 OF THIS FINANCING STATEMENT:

BRAND: Nutone

Model  
FT4BD-048K  
C6BH-K48C-C

Serial  
FTA08D01391  
C6D090502383

\$ 7,587.00

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]						
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]			All Debtors Debtor 1 Debtor 2			

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Padgett

John

B.

## 10. MISCELLANEOUS:



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## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

The real property described on the attached deed

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



20040420000204810 Pg 1/2 230.00  
Shelby Cnty Judge of Probate, AL  
04/20/2004 13:24:00 FILED/CERTIFIED

THIS INSTRUMENT PREPARED BY:  
Riley & Riley, P.C.  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
John B. Padgett  
3601 Cumberland Trace  
Birmingham, AL 35242

STATE OF ALABAMA  
SHELBY COUNTY

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**STATUTORY WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Two Hundred Twenty-Five Thousand and no/100 Dollars (\$225,000.00) to **STONEGATE FARMS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **JOHN B. PADGETT** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 16, according to the Survey of Stonegate Realty, Phase One, as recorded in Map Book 29, page 4 A & B, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the right to use Stonegate Drive for access to the above described property

**SUBJECT TO:**

1. General and special taxes or assessments for 2004 and subsequent year not yet due and payable.
2. Restrictions, covenants and conditions as set out in instrument(s) recorded in Inst. # 2001-5954 as amended and restated in Inst. # 2001-12016; Inst. No. 2001-5954; Inst. No. 2001-12016 and Inst. No. and Inst. No. 2003-11166 together with Articles of Incorporation of Stonegate Farms Property Owners Association, Inc. recorded in Inst. # 2001-5955 in the Probate Office.
3. Easement(s) to Alabama Power Company as shown by instrument recorded in Deed Book 176, page 381; Deed Book 185, page 475; Real 15 page 899; Deed Book 148, Page 18; Deed Book, 182 page 326; Deed Book 184, page 172; Deed Book 138, page 307; Deed Book 240, page 444; Deed Book 321, page 269; Deed Book 331, page 840; Deed Book 310, page 991; Deed Book 242, page 148 and Deed Book 180, page 35, in said Probate Office.
4. Agreement as set out in Instrument #1993/8112 in said Probate Office. (Applies only to that part of the land lying within 100 feet of the water's edge of each to the two lakes on the land).
5. Easement and Use Restrictions Agreement recorded as Instrument #2001/02969 in said Probate Office.
6. Restrictions, limitations and conditions as set out in Map Book 29, page 4 A & B in the Probate Office.
7. Release(s) of damages as set out instrument(s) recorded in Inst. No. 2002-05746 and in Instrument #20020904000422210 in the Probate Office.
8. Terms, conditions, reservations and restrictions contained in the agreement dated March 19, 1993 by and between "Smyer" and Shelby Lake Corporation as set out by Instrument #1993/8110 in said Probate Office.
9. A 30 foot storm and trail easement as shown on Map Book 29, page 4A and 4B.
10. Underground Transmission line to Alabama Power Company as set out in Inst. No. 2002-18715 in the Probate Office.

11. A 20 foot irregular drainage easement running through said lot as shown on Map Book 29 page 4 A & B.

Together with the nonexclusive easement to use the Development Roads as more particularly defined and described in the Covenants.

**TO HAVE AND TO HOLD** unto Grantee, subject to the matters described above, his heirs and assigns forever.

By acceptance of this Deed, Grantees hereby covenant and agree, for Grantees and Grantees' heirs, assigns, licensees, lessors, employees and agents, that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of past or future injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes, or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Grantor" shall mean and refer to (i) Stonegate Farms, LLC; (ii) the members of Stonegate Farms, LLC, both in their capacity as a member and in their separate corporate capacities including, without limitation and as may be applicable, their capacity as the owner or prior owner of any minerals subjacent to Stonegate Farms; (iii) the agents and employees of Stonegate Farms, LLC; (iv) the officers, directors, employees and agents of the members of Stonegate Farms, LLC; (v) any successors and assigns of Stonegate Farms, LLC; and (vi) any successors and assigns of Stonegate Farms LLC's interest in remaining property of Stonegate Farms, LLC. This covenant and agreement shall run with the land conveyed hereby as against Grantees and all persons, firms, trusts, partnerships, limited partnerships, corporations or other entities holding under or through Grantee.

IN WITNESS WHEREOF, Grantor, STONEGATE FARMS, LLC, has caused this conveyance to be executed by its duly authorized President as of the 14<sup>th</sup> day of April, 2004.

STONEGATE FARMS, LLC an Alabama limited liability company

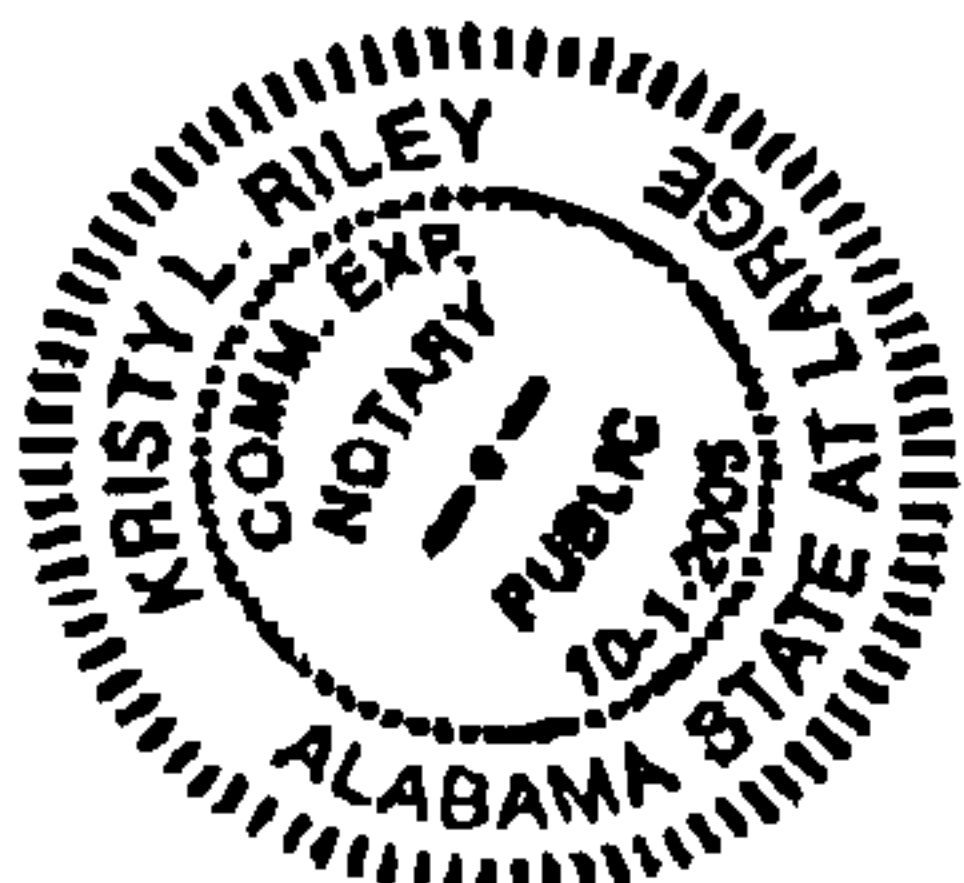
By: Robert C. McLean  
Robert C. McLean  
Its: Member

STATE OF ALABAMA  
JEFFERSON COUNTY

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Shelby Cnty Judge of Probate, AL  
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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROBERT C. MCLEAN, whose name as Member of Stonegate Farms, LLC, an Alabama limited liability company, 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of April, 2004.



Kristy L. Riley  
Notary Public  
My Commission expires: 10-1-08