

1. Return copy or recorded original to:

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

Attention: **Charles Bazemore**

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Dooley, Linda Faye
Rt 2 Box 35
Columbiana, AL 35051

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Dooley, Benny James
Rt 2 Box 35
Columbiana, AL 35051

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.

Carrier Heat Pump model # 50 Q Q 030

Serial # 2890C95535

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
500

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.

7. Complete only when filing with the Judge of Probate.

The initial indebtedness secured by this financing statement is \$ **2850.-**

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

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL
Form 5-3140 Rev. 7/90

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(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

This instrument was prepared by Loretta Wolverton for Associates Financial Services Company of Alabama, INC. 1633 Montgomery Highway Birmingham, Alabama 35216.

REVOLVING LOAN AGREEMENT

102 REAL ESTATE MORTGAGE

STATE OF ALABAMA, County of Shelby

This Mortgage made and entered into on this the 27th day of July, 1987, by and between the undersigned, Linda Faye Dooley and husband, Benny James Dooley, hereinafter called Mortgagors, and Associates Financial Services Company of Alabama, Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Corporation":

WITNESSETH: WHEREAS, Mortgagors are justly indebted to Corporation for all amounts owed from time to time, including advances up to a maximum amount of \$ 35,000.00, charges, fees and interest according to the terms of the revolving loan agreement of even date herewith which is secured by this Mortgage.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$1.00 to the Mortgagors, cash in hand paid, the receipt of which is hereby acknowledged and for the purpose of securing the payment of the above-described revolving loan agreement and the payment and performance of all the covenants and agreements hereinafter stated, the Mortgagors do hereby grant, bargain sell and convey unto Corporation that property situated in the County of Shelby, State of Alabama, described as follows, to wit:

"SEE ATTACHED EXHIBIT A"

P A I D

ASSOCIATES

Per Closed 4-25-90

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TO HAVE AND TO HOLD the above described property, together with all and singular, the rights, privileges, tenements, appurtenances and improvements unto said Corporation, its successors and assigns forever. And Mortgagors do hereby warrant, covenant, and represent unto Corporation, its successors and assigns, that they are lawfully seized of the above described property in fee, have a good and lawful right to sell and convey said property, and shall forever defend the title to said property against the lawful claims and demands of all persons whomsoever, and that said real property is free and clear from all encumbrances except None

Professional

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Mortgagors warrant and covenant that all payments, conditions and provisions made and provided for in any prior encumbrances and/or other liens prior hereto, hereinafter collectively called "prior liens," shall be performed promptly when due, but if Mortgagors suffer or permit default under any prior lien, then such shall constitute a default hereunder and Corporation may, at its option and without notice, declare the indebtedness secured hereunder immediately due and payable, whether due according to its face or not, and commence proceedings for the sale of the above described property in accordance with the provisions herein made. If default is suffered or permitted under any prior lien, then Corporation may cure such default by making such payments, or performing otherwise as the holder of the prior lien may permit, or Corporation may purchase or pay in full such prior lien, and all sums so expended by Corporation, shall be secured hereunder or under such prior lien instruments; provided however, such payment, performance and/or purchase of the prior lien by Corporation shall not for the purpose of this instrument be construed as satisfying the defaults of Mortgagors under said prior lien.

Included in this conveyance is (1) all heating, plumbing, air conditioning, lighting fixtures, doors, windows, screens, storm windows or sashes, shades, and other fixtures now attached to or used in connection with the property described above; (2) all rent, issues and profits under any lease now or hereafter existing on said premises and in the event of default hereunder, Corporation shall have the right to call upon any lessees of said property to make all future payments due Mortgagors directly to Corporation without including Mortgagor's name in said payment, and payment so made by the lessees to Corporation shall constitute payment to Mortgagors and Corporation shall have the right to receipt for such sums so paid which shall be as binding upon Mortgagors as if Mortgagors had signed the receipt themselves and the lessees are relieved of the necessity to see to the applications of any such payment.

Mortgagors promise to pay all taxes and assessments now or hereafter levied on the above described property promptly when due.

Unless otherwise agreed herein, Mortgagors promise to procure, maintain, keep in force and pay for, insurance on all improvements now or hereafter erected on the above described real estate, insuring same against loss or damage by fire, windstorm, and other casualties normally insured against, in such sums, with such insurers, and in an amount approved by the Corporation, as further security for the said mortgage debt, and said insurance policy or policies, with mortgage clause in favor of, and in form satisfactory to, the Corporation, and delivered to said Corporation, with all premiums thereon paid in full. If Mortgagors fail to provide insurance, they hereby authorize Corporation to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Corporation elects to waive such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Corporation for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. In the event of loss or damage to the property, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to the Corporation and Corporation is hereby empowered in the name of Mortgagors to give full acquittal for the amount paid and such amount shall be credited to the installments to become due on the revolving loan agreement in inverse order, that is, satisfying the final maturing installments first and if there be an excess, such excess shall be paid by Corporation to Mortgagors; but in the event such payments are not sufficient to satisfy in full the debt secured hereby, such payment shall not relieve the Mortgagors of making the regular monthly installments as same become due. Provided, however, insurance on improvements shall not be required unless the value thereof is \$300.00 or more and the amount financed, exclusive of insurance charges, is \$300.00 or more.

But this covenant is upon this condition: That if Mortgagors pay or cause to be paid to Corporation the loan agreement above described, and shall keep and perform as required of Mortgagors hereunder, then this covenant shall be void.

But if Mortgagors fail to pay promptly when due any part of said revolving loan agreement, or fail to pay said taxes or fail to pay for and keep in force insurance as agreed or fail to promptly pay and keep current any prior lien, or fail to perform any other covenant hereof, or if all or part of the property is sold or transferred by Mortgagors without Corporation's prior written consent, then or in any of these events, Corporation is hereby authorized to declare the entire indebtedness secured hereunder, immediately due and payable without notice or demand, and take possession of the property above described (or without taking such possession), and after giving three (3) weeks' notice of the time, place and terms of sale by advertisement once a week successively in some newspaper published in the county wherein the land lies, may sell the same at public auction to the highest bidder for cash in front of the court house door of said county, and may execute title to the purchaser or purchasers and devote the proceeds of said sale to the payment of the same shall be paid to Mortgagors or their order.

In the event of a sale under the power conferred by this Mortgage, Corporation shall have the right and it is hereby authorized to purchase said property at such sale. In the event the above described property is sold under this Mortgage, the auctioneer making such sale or the Probate Judge of said County and State wherein the land lies, is hereby empowered and directed to make and execute a deed to the purchasers of same and the Mortgagors herein covenant and warrant the title so made against the lawful claims and demands of all persons whomsoever.

In the event any prior lien is foreclosed and such foreclosure proceedings bring an amount sufficient to pay in full said prior lien and there remains an excess sum payable to Mortgagors, then Mortgagors do hereby assign their interest in and to said fund to Corporation and the holder of said excess fund is hereby authorized and directed to pay same directly over to Corporation without including the name of Mortgagors in said payment and a receipt by Corporation shall be as binding on Mortgagors as if Mortgagors had signed same themselves and Mortgagors further relieve the party paying said sum to Corporation, of the necessity of seeing to the application of said payment.

In the event of sale of the property above described under and by virtue of this instrument, Mortgagors and all persons holding under them shall be and become the tenants at will of the purchaser of the property hereunder, from and after the execution and delivery of a deed to such purchaser, with said tenants to be terminated at the option of said purchaser without notice, and Mortgagors and all persons holding under or through Mortgagors removed by proper court proceedings.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to Corporation and credited to the installments to become due on said revolving loan agreement in inverse order, that is, satisfying the final maturing installments first, and the Corporation is hereby empowered in the name of the Mortgagors, or their assigns, to receive and give acquittance for any such award or judgment whether it be joint or several.

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It is specifically agreed that time is of the essence of this Mortgage and that no delay in enforcing any obligation hereunder or of the obligations secured hereby shall at any time hereafter be held to be a waiver of the terms hereof or of any of the instruments secured hereby.

If less than two join in the execution hereof as Mortgagors, or may be of the feminine sex, the pronouns and related words herein shall be read as if written in singular or feminine respectively.

The covenants herein contained shall bind, and the benefits and advantages inured to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals this the day and date first above written.

Linda Faye Dooley (SEAL)
Linda Faye Dooley

Benny James Dooley (SEAL)
Benny James Dooley

STATE OF ALABAMA

County of Shelby

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

Linda Faye Dooley and Husband Benny James Dooley

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 date the same bears date.

Given under my hand and official seal this 27th day of July, 1987

My commission expires My Commission Expires July 23, 1988

Rhonda H. Snyder
Notary Public

STATE OF ALABAMA

County of _____

I, the undersigned authority, a Notary Public in and for said County and State aforesaid, hereby certify that _____

_____, whose name as _____ of the

_____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date 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 corporation.

Given under my hand this the _____ day of _____, 19____

My commission expires _____

Notary Public

EXHIBIT A

The Southeast quarter of Northeast quarter of Section 34, Township 21, Range 1 East, the West half of Northwest quarter of Section 34, Township 21, Range 1 East, except 1-4/5 acres in the Northeast corner of Northwest quarter of Northwest quarter of Northwest quarter conveyed to W.B. Crumpton by George B. Webb by deed dated Feb. 6, 1909, and recorded in deed book 39, page 387. Also a part of the Northwest quarter of Southwest quarter of Section 34, Township 21, Range 1 East, described as follows: Commencing at the Northwest corner of said 40 acres and running S. along the section line 48 rods more or less to a ditch, thence E. along said ditch to Little Beeswax Creek, thence down the creek in a Northeast direction to a point opposite the dividing line of the North half of Northeast quarter of Southwest quarter and the South half of Northeast quarter of Southwest quarter of said section; thence E. to said dividing line on the W side of said Northeast quarter of Southwest quarter, thence N. to the Northeast corner of the Northwest quarter of Southwest quarter, thence W. to the point of beginning. Also about 3/4 acre in the Southeast quarter of Northwest quarter of said Section 34, Township 21, Range 1 East, described as follows: Beginning at a point 121 yards N. of the Southwest corner of said 40 acres, thence in a Northeast direction 55 yards, thence a little S. of E. 33 yards to the E. bank of the creek, thence commencing again at the line between said Southeast quarter of Northwest quarter and Southwest quarter of Northwest quarter 79 yards N. of the other starting point, and running a SE direction to the bank of the creek about 74 yards and conveying hereby all of the land lying between the above described lines as shown by deed recorded in deed book 45, page 427, of the records of Shelby County, Alabama, and being the same premises conveyed to the Union Central Life Insurance Company by deed dated Jan. 8, 1923 and recorded in record 76, page 17 et. seq., of the records in the Office of the Judge of Probate of Shelby County, Alabama.

LESS AND EXCEPT:

Right of way deed to Shelby County in Deed Book 215, page 40.

Tract sold to David B. Poe and Sally Poe in Deed Book 256, page 512, and corrected by Deed Book 314, page 835.

Tract sold to Bobby Joe Talton and Gail Miles Talton in Deed Book 265, page 85 and corrected by Deed Book 265, page 747.

Tract sold to Bobby Joe Talton and Gail Miles Talton in Deed Book 305, page 21.

Tract sold to Randall Franklin Stagner and Katherine Kay Stagner in Deed Book 337, page 157.

Tract sold to Randall Franklin Stagner and Katherine Kay Stagner in Deed Book 341, page 395.

Tract sold to Merlyn L. Hooten and Gloria Hooten in Real Volume 29, page 40.

Tract sold to E.D. Farr and W.A. Farr in Deed Book 136, page 91.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 AUG -3 PM 3:19

Thomas A. Shanks, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$
2. Mtg. Tax	52.50
3. Recording Fee	10.00
4. Indexing Fee	1.00
TOTAL	63.50