

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

Attention: Charles Suzanne

Pre-paid Acct. #
Name and Address of Debtor (Last Name First if a Person)

Irvin, Sam J.
2093 Rock School Rd
Harpersville, AL 35078

Social Security/Tax ID #
Name and Address of Debtor (if ANY) (Last Name First if a Person)

Irvin, Lolita H.
2093 Rock School Rd
Harpersville, AL 35078

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 name) 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.

Tempsta HP model CH3030VK02 / L911978042

CH3018VK02 / L912118266

5A. Enter Codes From
Back of Form That
Best Describe 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 \$ 3600.

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)

Signatures of Secured Parties:
(Required only if filed without debtor's signature — see Box 6)

Signatures of Secured Parties or Assignee

Signatures of Secured Parties or Assignee

Type Name of Individual or Business

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

Form 5-3140 Rev. 7/98

STANDARD FORM — USE OF COMMERCIAL CODE — FORM UCC
Approved by The Secretary of State of Alabama

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

JUDGE OF PROBATE

91 JUL 16 PM 2:02

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

028695

Name: Jefferson Land Title Company, Inc.
P.O. Box 557
Address: Columbiana, Alabama 36011



Jefferson Land Title Company, Inc.
Columbiana, Alabama 36011
Mortgage Title Insurance Company

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS That Whereas,

Sam J. Irvin and wife, Lolita M. Irvin

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Wiley Partain and/or Vergil Partain

(hereinafter called "Mortgage", whether one or more), in the sum
of Forty-Five Thousand and 00/100 Dollars
is 45,000 00 \$ 45,000.00 promissory note of even date herewith, due and
payable in accordance with the terms, conditions and provisions of said
note and/or any renewal or extensions thereof

It is understood and agreed that this mortgage may be paid at any time
before maturity by paying the principal plus the then accrued interest,
without penalty

424

And Whereas, Mortgagors agreed, in knowing and intelligent, that this mortgage should be given to secure
prompt payment thereof

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

Sam J. Irvin and wife, Lolita M. Irvin

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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.

The SW¹ of the SE¹ of Section 33, Township 19 South, Range 1 East, 1st
County, Alabama, LESS AND EXCEPT the following described property
Commence at the Northeast corner of the SW¹ of the SE¹ of Section 33,
Township 19 South, Range 1 East, Shelby County, Alabama, and run South
along the East line of said 1-1 Section a distance of 327.04 feet to the
point of beginning; thence right 62 degrees 52 minutes and run 429.81
feet to a point; thence left 62 degrees 52 minutes and run South par-
to the East line of said 1-1 Section to a point on the South line of said
1-1 Section; thence left and run East along the South line of said 1-1
Section a distance of 405.04 feet, more or less, to the Southeast corner
of said 1-1 Section, thence left and run North along the East line of
said 1-1 Section a distance of 1051.78 feet, more or less, to the point
of beginning.
Situated in Shelby County, Alabama

Handwritten notes:
1-1 Section 33, Township 19 South, Range 1 East, 1st County, Alabama
1-1 Section 33, Township 19 South, Range 1 East, 1st County, Alabama

Handwritten signature:
P. C. R. C.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes and assessments when imposed legally upon said premises, and should default be made in the payment of any such taxes and assessments, may at Mortgagee's option pay all the same, and in further security and indemnity, for all above named and to be named taxes and assessments on said real estate insured against loss or damage by fire, lightning and tornado, and the cost of reasonable reasonable value thereof, in compliance with the Mortgagee, with loss, if any, payable to said Mortgagee, and if undersigned fail to keep said property insured as above specified, or fail to deliver and maintain insurance policies in accordance with the said Mortgagee, or assigns, may at Mortgagee's option insure and property for said taxes, for Mortgagee's own benefit, the policy if collected, to be credited to said indebtedness, and cost of collecting same, all amounts to be paid by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additively to the debt hereby 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 Mortgagee pays said taxes, assessments, and insurance said Mortgagee, or assigns, for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, such debt is to remain to be paid and paid, 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 extinguished by reason of the redemption of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any case of said events, the said Mortgagee or assigns hereby secured shall at once become due and payable, and this mortgage, be subject to foreclosure as provided by law in case of past due mortgages, and the said Mortgagee, agent, or assigns, shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty days notice by posting upon a wall for three consecutive weeks, the date, place and terms of sale, by public auction, in some court having jurisdiction in said County and State, and the same in lots or parcels or as one lot, at Mortgagee's option, and to receive the highest bid for cash, and apply the proceeds of the sale, first, to the payment of advertising, selling and conveying costs, and to a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that if any, then to the satisfaction of said Mortgagee, or assigns, or other encumbrances, with interest thereon; third, to the payment of the debt hereby secured, and if the same shall or shall not have fully matured at the date of said sale, but no more than the amount due at the date of sale, and fourth, the balance of sale, to be turned over to the said Mortgagee and assigns, and further agree that said Mortgagee, agent, or assigns may hold in said sale and purchase said property, if that higher amount is offered; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the filing of this mortgage in Chancery, should the same be so foreclosed, and fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Sam J. Irvin and wife, Lolita P. Irvin

have hereunto set OUR signature and seal this

24th day of October 1928

424 NOV 24 5

WITNESSES
Dec 3 1928
Saml J. Irvin

542 OCT 29 AM 11:39

Lolita P. Irvin

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority

a Notary Public in and for said County, do hereby

certify that

Sam J. Irvin and wife, Lolita P. Irvin

whose name 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 they executed the same voluntarily on the day the same were signed.
Given under my hand and official seal this 29th day of October 1928

THE STATE of

COUNTY

I hereby certify that

a Notary Public in and for said County, do hereby

where name as

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day being informed of the contents of such conveyance, he as such officer and with full authority, executed the same for and to the use of said corporation.

Given under my hand and official seal, this the

day of

19

Notary Public

Return to

TO

MORTGAGE DEED

Recording Fee
Deed Tax \$

This form furnished by

Jefferson Street 206 Union Co. Ala.