

☐ 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: Charles Bazemore

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Smelcer, David
1111 Stagecoach Rd
Alabaster, AL 35007

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Smelcer, Joyce
1111 Stagecoach Rd
Alabaster, AL 35007

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.

York heat pump model #EIFB0425 Ser #MGym 219427
Air handler mp. #N2AHD14A06 Ser #3mYS23S282

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: David & Joyce Smelcer

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 \$ 4200.00

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 Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

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)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

Form 5-3140 Rev. 7/90

This instrument was prepared by

(Name) COURTNEY H. MASON JR.
P. O. BOX 360187
(Address) BIRMINGHAM, AL 35236



This Form furnished by:

Cahaba Title, Inc.

Highway 31 South at Valleydale Rd., P.O. Box 689
Pelham, Alabama 35124
Phone (205) 988-5600
Policy Issuing Agent for
SAFECO Title Insurance Company

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS.

That in consideration of FOURTEEN THOUSAND AND NO/100TH (\$14,000.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

GKIKA J. MORGAN, AN UNMARRIED MAN

(herein referred to as grantors) do grant, bargain, sell and convey unto

DAVID SMELCER AND WIFE, JOYCE SMELCER

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in SHELBY County, Alabama to-wit:

See attached Exhibit "A"

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TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

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, I have hereunto set my hand(s) and seal(s), this 9th day of August, 1985.

WITNESS:

(Seal)

(Seal)

(Seal)

GKIKA J. MORGAN

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY COUNTY

General Acknowledgment

I, THE UNDERSIGNED

hereby certify that GKIKA J. MORGAN, AN UNMARRIED MAN

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, HE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 1985 A. D.

Form ALA-31

My Commission Expires April 3, 1987

tary Public.

EXHIBIT "A"

A part of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 25 and run East along the North line of said 1/4 1/4 Section 271.0 feet to the point of beginning; thence continue East along the same course 294.95 feet; thence turn an angle right of 66 deg. 47 min. 30 sec. and run Southeasterly 490.23 feet to the centerline of a dirt road; thence turn an angle right of 80 deg. 51 min. and run Southwesterly along said road 59.06 feet; thence turn an angle left of 7 deg. 24 min. and run Southwesterly along centerline of said road 272.96 feet; thence turn an angle right of 110 deg. 34 min. and run Northwesterly 695.24 feet to the point of beginning. Being situated in Shelby County, Alabama.

Subject to existing easements, restrictions, set-back lines, rights of way, limitations, if any, of record.

\$11,200.00 of the above-recited purchase price was paid from a mortgage loan closed simultaneously herewith.

GRANTEES' ADDRESS: CEDAR GROVE PART LOT 55
MAYLENED AL. 3514

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 AUG 12 AM 10:48
Thomas J. Shumaker, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Mortgage Tax	\$ _____
Deed Tax	<u>3.00</u>
Mineral Tax	_____
Recording Fee	<u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>9.00</u>