

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)
Karrh, Johnnie
3635 Hwy 22
Montevallo, AL 35115

Social Security/Tax ID # _____

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)
Karrh, Rita
3635 Hwy 22
Montevallo, AL 35115

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

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

030817

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

JUDGE OF PROBATE

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Robb, Charlene

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.
Janitrol heat pump mo# LPE-24-1AB Ser.# 920264891
air handler mo.# AZ4-08 Ser# 911257897

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: **Johnnie & Rita Karrh**

Cross Index In Real Estate Records

6.75 + 14.00 + 1.00 = 21.75

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)
Johnnie & Rita Karrh
Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ **4425.00**
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
Alabama Power Company
Type Name of Individual or Business

The State of Alabama,

SHELBY

County

This lease, made 1st day of February 1991

by and between Ali M. Mahmoodi, party of the first part

and Johnnie and Rita Karrh parties of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the parties of the second part the following premises in Shelby County, Alabama

SEE ATTACHED EXHIBIT "A"

For Legal Description

for occupation by them as a residence and not otherwise, for and during the term of Fifteen years to-wit: from the 1st day of February 1991 to the 31st day of January 2006.

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Thirty Eight Thousand and NO/100 (\$38,000.00) and with \$34,000.00 of which sum \$2,000.00 is paid in cash, the receipt of which is hereby acknowledged, and with \$34,000.00 divided into 180 payments of \$499.36 per month bearing an interest rate of 16%, together with a separate note in the amount of \$2,000.00 due on or before May 1 1991 each evidenced by notes bearing legal interest, payable at the 5992.32 on the

1st day of each month, during said term, in advance, being at the rate of \$5992.32 per annum. And should the party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this Lease signed by the said parties of the first and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, hereon endorsed; and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that they shall be taxed with said attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein stipulated, or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which they may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the party of the second part has complied with each and all conditions of this Lease, then the party of the first part agrees that the rent paid under his Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed warranty conveying said property to the party of the second part.

It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due, and becomes as much as two months in arrears during the first year of the existence of this Lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said Lease, and the provisions herein "that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect; and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said party of the second part a lessee under this instrument, without any rights whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein, they shall have the right to do so, and shall be entitled to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.

SEE ATTACHED EXHIBIT "B"

For Additional Terms

IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate, this

day of February 1991

WITNESS Rhonda Culver

Johnnie Karrh (L.S.)

Rita Karrh (L.S.)

Ali M. Mahmoodi (L.S.)

Ali M. Mahmoodi

STATE OF ALA. SHELBY CO
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