## STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

## Important: Read Instructions on Back Before Filling out Form.

	·		·
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 filing pursuant to the Uniform Commercial Co	a Filing Officer for de
Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Alabama Power Company			
600 North 18th Street			
Birmingham, Alabama 35291	1	·	
Attention:			
Pre-paid Acct. #			
Name and Address of Debtor	(Last Name First if a Person)		
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Borgh, Arthur G. L., Jr	r •		<b>90 00 10 10 10 10 10 10 10 10 10 10 10 10</b>
5001 Cameron Road			7 0
Birmingham, AL 35242			* 2 E E
Social Security/Tax ID #	·		
. Name and Address of Debtor (IF AN)	Y) (Last Name First if a Person)		E 20 %
Pomoh Erroler D			
Borgh, Evelyn P. 5001 Cameron Road			
Birmingham, AL 35242			•
DILMINGHAM, AL 33242			
	•		
Social Security/Tax ID #			
Additional debtors on attached UCC-E			
SECURED PARTY) (Last Name First if a Person)	· · · · · · · · · · · · · · · · · · ·	4. ASSIGNEE OF SECURED PARTY (IF AN	Y) (Last Name First if a Persor
Alabama Power Company			
600 North 18th Street			
Birmingham, Alabama 35291			
Social Security/Tax ID #	······································	- d · · · · · · · · · · · · · · · · · ·	•
Additional secured parties on attached UCC-E			
The Financing Statement Covers the Following Typ			
The heat pump(s) and all re located on the property des		essories and replacements therei	10,
tocated out tile broberty des	scribed on Scheddie A att	acheu hereto.	54
Trane Heat Pun	np Model# TW	R036C100A	5A. Enter Code(s) From Back of Form That Best Describes The
		1.4.0.6.7.0.0.5	Collateral Covered By This Filing:
<del></del>	Serial# G	1426/825	<u> </u>
		•	<u> </u>
	hereby grants a security	interest to Secured Party in the	he
foregoing collateral.	•		<del></del>
Record Owner of Property:	C	ross Index in Real Estate Record	ds
Check X if covered: Products of Collateral are a	ałso covered.		
This statement is filed without the debtor's signature (check X, if so)		7. Complete only when fitting with the Judge of Probate The initial indebtedness secured by this financing st	tatement is \$ 4,628.00
already subject to a security interest in another juri	·	Mortgage tax due (15¢ per \$100.00 or fraction there	
already subject to a security interest in another juristo this state.		8. This financing statement covers timber to be cut	crops, or fixtures and is to be cross
which is proceeds of the original collateral describ- perfected.	ed above in which a security interest is	indexed in the real estate mortgage records (Descri an interest of record, give name of record owner in	Box 5)
acquired after a change of name, identity or corpor	rate structure of debtor	Signature(s) of Secure (Required only if filed without debtor)	d Party(ies) s Signature — see Box 6)
as to which the filing has lapsed.		(required only if filed without deptor	S CARLIER - SEC DOX 0/
My / / Do	3/h-71	Signaturate of Second Parties and Second	
Signature(s) of Debyor(s)	er & l	Signature(s) of Secured Parties) or Assigned	<b>-</b>
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assigned	e
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)

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

THE STATE OF ALABAMA

helby Coun

This instrument was prepared by
Annie B. MacQueen (ck)
of Birmingham Trust National Bank,
P. O. Box 2554
Birmingham, Alabama 35290

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have
| become justly indebted to BIRMINGHAM TRUST NATIONAL BANK, a national banking association of Birmingham, Jefferson
| County, Alabama

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The Disagrand of the Contract of the State of the Contract of

hereinafter called the Mortgagee, in the principal sum of Seventy Five Thousand and 00/100

(\$ 75,000.00

1997年,1997年(1997年) 1997年 - 19

) Dollars,

as evidenced by one negotiable note of even date herewith, in the original principal amount of \$75,000.00, payable to said Mortgagee in equal successive monthly installments including principal and interest at the rate as provided for in said note, which matures September 13th, 1978,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee and compliance with all the stipulations hereinafter contained, the said Arthur G. L. Borgh, Jr. and wife, Evelyn P. Borgh

(hereinafter called Mortgagors)

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do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in

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County, State of Alabama, viz:

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TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, RIBMINCHAM TRUST NATIONAL BANK, its successors and assigns forever

11 mar 891

Lot 4, in Block 1, according to the survey of Kerry Downs, a Subdivision of Inverness, as recorded in Map Book 5, Pages 135-136, in the Probate Office of Shelby County, Alabama.

and the company of the company of the control of th

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, BIRMINGHAM TRUST NATIONAL BANK, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

1 Page 89

2. Shat they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged preperty and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

- 3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagers shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby and other hazards for the benefit of the Mortgagee which is hereby and other proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used under; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage additional to the indebtedness herein the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured
- 4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.
- 5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.
- 6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

10. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in

Shelby

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

O. S. S.

IN WITNESS WHEREOF the undersigned Arthur G. L. Borgh, Jr. and wife, Evelyn P. Borgh

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THE STATE OF ALABAMA,	
Jefferson COUNTY.	,
the undersigned	a Notary Public in and for said County, in said
hereby certify that Arthur G. L. Borgh, Jr. an	
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that, being informed of the contents of the conveyance, the	
Given under my hand and official seal, this 13th	day of
Commission of the second secon	Notary Pul
	MY COMMISSION EXPIRES OCTOBER 4, 1976 Notary Pul
THE STATE OF ALABAMA,	
COUNTY.	
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