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

Important: Read Instructions on Back Before Filling out Form.

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J 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 F filling pursuant to the Uniform Commercial Code.	Iling Officer for
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	<b></b>		
Attention: Bozzmace, (	CHARLES		
Pre-paid Acct. #	(Last Name First II a Person)		च्या चर्चाम् ह्या
SAM WARD			800 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1344 Hiway 10			1 N = 5 8
montruallo Al			
35115			
Social Security/Tax ID #			1 PT
A Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		w > o =
PIANE WARd			
1344 HIWAy 10			<b>',</b>
montruallo, Al			
35115			
Social Security/Tex ID #			
Additional debtors on attached UCC-E  SECURED PARTY) (Last Name First if a Person)		4. ASSIGNEE OF SECURED PARTY (IF ANY)	(Last Name First if a Person)
		4. ASSIGNEE OF SECONED PARTY (IF ANY)	(Last Maine First it a Person)
Alabama Power Company 600 North 18th Street			
Birmingham, Alabama 35291		BOBB, CHARLES	ر عجل
Dimingitatin, Madalina Color		LOSS, CHITELLI	
Social Security/Tax ID #			
Additional secured parties on attached UCC-E			
. The Financing Statement Covers the Following Types (or i	items) of Property:		
		essories and replacements thereto,	
located on the property describ		A	SA Enter Carda(a) France
WE INSTALLED 1-22 TO	HEALL TOBLINACY	Pump did All wining	5A. Enter Code(s) From Back of Form That Best Describes The
WE custom made a i	nstalled All r	netal ductwork	Collateral Covered By This Filing:
100 MICPE 30-11 5# 92070	29703 AH mb	430-10 SF 9208020153	
	aby grants a security	Interest to Secured Party In the	<del></del>
foregoing collateral.	•		
Record Owner of Property:	Cr	oss Index in Real Estate Records	<del></del>
5AM DIANE	WARD		
Check X if covered: Products of Collateral are also co.  This statement is filled without the debtor's alguature to perform the control of th		7. Complete only when filing with the Judge of Probate:	7/00 00
(check X, if so)  I already subject to a security interest in another jurisdiction	1	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing staten Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
I already aubject to a security interest in another jurisdiction to this state.	ř	8. This financing statement covers timber to be cut, cro	os, or fixtures and is to be cross
J which is proceeds of the original collateral described abore perfected.	· I	Indexed in the real estate mortgage records (Describe re an interest of record, give name of record owner in Box	
acquired after a change of name, identity or corporate structure.  A set to which the filling has lapsed.	ucture of debtor	Signature(s) of Secured Par (Required only if filed without debtor's Sig	
Delir sucit			
Senature(a) of Debtor(a)	•	Signature(s) of Secured Party(ies) or Assignee	·
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee	
Type Name of Individual or Business		Type Name of Individual or Business	
FILING OFFICER COPY — NUMERICAL (4) FILE COPY	CER COPY — ACKNOWLEDGEMENT — SECOND PARTY(S) (		RM COMMERCIAL CODE — FORM UCC-1 Secretary of State of Alabams
Form 5-3140 Rev. 7/90		• •	

## **REAL PROPERTY MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:  THIS MORTGAGE is made and entered into on this <u>11th</u> day of <u>September</u> , 19 <u>92</u> , by and between the undersigned. Sam ward and wife, Diane Ward
(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred to as "Mortgagee"); to secure the payment ofTwenty-seven thousand eight hundred ninety-four and 20/100 Dollars
(\$ 27,894.20), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.
NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain sell and convey unto the Mortgagee the following described real estate situated inShelbyCounty State of Alabama, to-wit:
PARCEL ONE: Lot 3 in block 2 according to Thomas' Addition to the Town of Aldrich as recorded in map book 3, page 52, in the Probate Office of Shelby County, Alabama Situated in Shelby County Alabama.
PARCEL TWO: Lot 6 in block 2 according to thomas Addition to the Town of Aldrich as recorded in map book 3 page 52 in the Probate Office of Shelby County Alabama Situated in Shelby County Alabama.
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AND CONTRACTOR OF THE STATE OF
Together with all and singular the rights, privileges, hereditaments, essements and appurtenances thereunto belonging or in anywis appertaining;
TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.
The above described property is warranted tree from all incumbrances and against adverse claims, except as stated above.
If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgages, the Mortgages shall be authorized to declare, at its option, all or any part of such indebtedness immediately due and payable.
If the within Mertgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded Vol at Page in the office of the Judge of Probate of Sho1by
County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the abordised prior mortgage, it said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fall to make any payments which become due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declar the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise the option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, as shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as to indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's optic the right to foreclose this Mortgage.
For the purpose of turther securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when impossing upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by the land to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by the

lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned falls to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness. less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate

as the indebtedness secured hereby from date of payment by Mortgages or assigns and be at once due and payable.

15-011 (Rev. 8-90)

(Continued on Reverse Side)



10/08/1992-22811 01:21 PM CERTIFIED SHELEN COUNTY JUDGE OF PROBATE EC) 88

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