

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM:
American Printing Co.
(205) 254-3171

FORM 40107-3/91

☐ 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:

SOUTHTRUST MOBILE SERVICES, INC.
P.O. BOX 2465
BIRMINGHAM, AL. 35201-2465

Pre-paid Acct # **893476 30140**

2. Name and Address of Debtor

(Last Name First if a Person)

Billy Joe Walters
Route 6 Box 1465
Leeds, AL 35094

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Kellie L Walters
Same

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

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

Inst # 1992-29680
12/11/1992-29680
08:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 15.00

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

SOUTHTRUST MOBILE SERVICES
P.O. BOX 2465
BIRMINGHAM, AL. 35201-2465

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

SOUTHTRUST MOBILE SERVICES
P.O. BOX 2465
BIRMINGHAM, AL. 35201-2465

5. The Financing Statement Covers the Following Types (or items) of Property:

1978 Carolina, MOBILE HOME, 14 X70 S/N 9563

**and all accessories, spare parts and equipment now or here-
after or used in connection therewith. This finan-
cing statement covers a mobile home, other than a mobile
home constituting inventory. This financing statement shall
remain effective until a termination statement is filed.**

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

FILED WITH: JUDGE OF PROBATE Shelby

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 \$

11113.03

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 Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

1. Debtor(s) (Last Name, First Name, Middle Initial)
WALTERS, BILLY JOE
WALTERS, KELLIE L.
At. 6 Box 1465
Leadon, AL 35094

2. Secured Party (Last and address(es))
LAMON ENTERPRISES, INC.
801 MARKETTA SPUR ROAD
MOODY, AL. 35004

3. Filing Office (Date, Time, No., and Filing Office)
893476 30140

4. Debtor is a utility.

5. This financing statement covers the following types of property:
ONE (1) USED 1978 CAROLINA, 70x14, MOBILE HOME S/N 9563 and all accessories, spare parts and equipment now or hereafter affixed or used in connection therewith. This financing statement covers a mobile home, other than a mobile home constituting inventory. This financing statement shall remain effective until a termination statement is filed.

SOUTHRUST MOBILE SERVICES
P.O. BOX 2465
BIRMINGHAM, AL. 35201-2465

6. Complete only when filing with the Judge of Probate:
The Initial Indebtedness secured by this financing statement is **111,113.03**
Mortgage tax due 11st per \$100.00 or fraction thereof **29.35**

7. Check X if covered: ☐ Products of Collateral are also covered.
☐ 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 which debtor's location changed to this state.

8. No. of additional sheets presented **1630**

9. Filed with: **Judge of Probate--ST. CLAIR COUNTY, AL**
LAMON ENTERPRISES, INC.

Signature(s) of Debtor(s)
Signature(s) of Secured Party (Last)
Required only if filed without debtor's signature--see Box 9)

(3) FILING OFFICER COPY - ACKNOWLEDGMENT

PROVIDING ANY SUCH INSURANCE... accept any insurer which you offer to provide. If you ever fail to maintain any insurance required under this Note, you will receive a refund of credit of any unearned interest, as calculated by the actuarial method. Unless we are prohibited from doing so by applicable state or federal laws or regulations, (a) we will retain the origination fee and any discount points, and (b) we will not include the origination fee and any discount points as interest for purposes of the calculation of the refund or credit. No refund of less than \$1 will be made. In the event the maturity date of this Note is accelerated, the amount of any such unearned interest will be credited against the balance due as if this Note had been paid in full on the date of acceleration.

6. Waiver of Warranties. You hereby waive, and we disclaim, all warranties, express or implied, with respect to the Collateral, including implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, except you do not by this Note waive (a) the express written warranties, if any, given to you by the manufacturer(s) of the Collateral or any part of the Collateral, or (b) any separate written warranty on the Collateral, or any part of the Collateral, given to you by the Seller. You will have the rights and remedies provided in those separate warranties and your waiver of implied warranties with respect to any of the Collateral covered by any such written warranty will not be effective until the separate written warranty has expired.

7. Prepayment. You may prepay this Note, in full or in part, at any time without penalty. If you pay this Note in full before its scheduled maturity, you will receive a refund of credit of any unearned interest, as calculated by the actuarial method. Unless we are prohibited from doing so by applicable state or federal laws or regulations, (a) we will retain the origination fee and any discount points, and (b) we will not include the origination fee and any discount points as interest for purposes of the calculation of the refund or credit. No refund of less than \$1 will be made. In the event the maturity date of this Note is accelerated, the amount of any such unearned interest will be credited against the balance due as if this Note had been paid in full on the date of acceleration.

8. Default, Entire Balance Due. You will be in default under this Note and, after we provide you with any notices or opportunities to cure as may be required by federal or state law, we can, at our option, require that you pay to us at once the entire unpaid balance and all other charges then owed under this Note, if any, with or without further notice to or demand upon you: (a) if you fail to make any payment under this Note or under any other agreement you have with us exactly when it is due; (b) if you break any of the agreements you have made in this Note or if any warranty or statement you have made in this Note is not true; (c) if you or any guarantor of this Note dies, or becomes insolvent, or files a petition for relief under any chapter of the Bankruptcy Code; (d) if a judgment is entered against you or any guarantor of this Note in any court; or (e) if anything else happens which we reasonably feel endangers the Collateral or impairs your ability to pay us.

9. Collection Costs and Attorney's Fees. If the Amount Financed disclosed above exceeds \$300, you agree to pay all costs we incur in collecting this Note, including reasonable attorney's fees of not more than 15% of the unpaid debt after default if we refer this Note to an attorney who is not our salaried employee for collection.

10. Waiver of Demand and Presentment; Waiver of Exemptions. You agree that you will do everything you have agreed to do under this Note without requiring that we ask you to do it and without requiring that we first present this Note to you. You hereby waive as to this Note and all your obligations to us hereunder, but solely as regards the Manufactured Home, all exemptions from attachment, execution, levy, sale or other process for the collection of this debt, provided, however, that no consumer protection provision of the Alabama Consumer Credit Act and no limitation on garnishments under federal or state law is waived hereby.

Walters, Billy Joe #893476
STMS/CONV Pool #30140

SouthTrust Mobile Services, Inc.

P.O. Box 2465

Birmingham, Alabama 35201-2465

Telephone: (205) 254-6793



SouthTrust Mobile Services, Inc. guarantees that the taxes on the attached UCC-1 filing has been paid to the judge of probate in St. Clair county in the name of Billy Joe Walters

Kellie L. Walters

Connie Ledyard

Connie Ledyard

Retail Operations Officer

Inst. # 1992-2968

12/11/1992-2968
08:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

A SouthTrust Bank of Alabama 003 1MCD 15.00