

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.
205-354-3171
3/91
THOMAS A. SHENK JR., JUDGE OF PROBATE
SHELBY COUNTY, ALABAMA 35051
ACCT. NO. 92-003162

☐ 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 filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

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

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

920721-30228

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

DALE H. SMITH
ROUTE 6 BOX 3035
LEEDS, AL.

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

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

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

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

1987 USED FLEETWOOD, MOBILE HOME, 60 x 14 S/N 1581

and all accessories, spare parts and equipment now or hereafter 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.

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

FILED WITH: JUDGE OF PROBATE

SHELBY COUNTY

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 \$ **13,091.25**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **32.65**

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)

Paula E. O'Dell
Signature(s) of Secured Party(ies) or Assignee

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

Type Name of Individual or Business

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 ALABAMA CODE

1. Debtor(s) (Last Name, First Name, Middle Initial) DALE H. SMITH Rt. 6 Box 3035 Leeds, AL		2. Secured Party (Name and Address) REPO SALES 802 MARKET SPUR RD MOODY AL 35004		3. Filing Officer (Date, Time, No., and Address) 1965 11.00 30.65	
4. <input type="checkbox"/> Debtor is a utility.		5. This financing statement covers the following types for items of property: ONE (1) 1987 USED PLEETWOOD MOBILE HOME, 60X14 S/N 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.		6. 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)	
7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 13091.25 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 32.65		8. Check X if covered: <input type="checkbox"/> Products of Collateral are also covered. No. of additional sheets presented			
9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.		<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed			
Filed with: THE JUDGE OF PROBATE DALE H. SMITH DALE H. SMITH (3) FILING OFFICER COPY - ACKNOWLEDGMENT		JEFFERSON ST. CLAIR COUNTY, AL REPO SALES (Required only if filed without debtor's Signature—see Box 9)			

6. Waiver of Warranties. You hereby waive, and we disclaim, all warranties, express or implied, with respect to the Collateral, including its TITLE 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 or 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.

BY SIGNING BELOW YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS PAGE, AND YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT. THE SIGNATURES BELOW ARE MADE UNDER SEAL.

NOTICE: See Reverse Side for Additional Terms

WARNING—Any person who knowingly makes a false statement or a misrepresentation in this Note (including the Guaranty Agreement and the Dealer's Assignment), or causes such a false statement or misrepresentation to be made, shall be subject to a fine of not more than \$5,000 or imprisonment for not more than two years, or both, under provisions of the United States Criminal Code, and may also be subject to civil liability for damages under the laws of the State of Alabama.

CAUTION. IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Seller:		X Dale H. Smith [L.S.]
REPO SALES	DALE H. SMITH	Buyer's Signature
REPO SALES		X [L.S.]
		Buyer's Signature
		X [L.S.]
		NONE Payment Guaranteed — See Guaranty Agreement on Reverse Side

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 Jefferson County county in the name of Dale H Smith.

Connie Ledyard
Retail Operations Officer

Inst # 1992-29682

12/11/1992-29682

08:01 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MCD 15.00