

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: <u>2</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Alabama Power Company 600 North 18th Street Birmingham, Alabama 35291 Attention: _____ Pre-paid Acct. # _____		Inst # 1996-08734 03/18/1996-08734 10:21 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 27.00
2. Name and Address of Debtor (Last Name First if a Person) RICHARD R. BAYARD 1963 CHANDALAR CT PERHAM, AL 35124 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) FRANCES BAYARD 1963 CHANDALAR CT PERHAM, AL 35124 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 # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
☐ Additional secured parties on attached UCC-E		
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. TRANS HEAT PUMP MODEL TWR036C100A2, s/n L033WYSCF; TXH033A4HPAO, s/n K06754534; TUD080C936H1, s/n L015NL21G For value received, Debtor hereby grants a security interest to Secured Party in the foregoing collateral. Record Owner of Property: _____ Cross Index in Real Estate Records		
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 \$ <u>5940.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ ☒ 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) <u>X Richard R. Bayard</u> Signature(s) of Debtor(s) <u>X Frances Bayard</u>		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		Type Name of Individual or Business

The State of Alabama,
Chilton COUNTY.

THIS AGREEMENT, made and entered into this 1st day of Aug 1993
by and between MARTIN J. YANCEY
the party of the first part, and RE. HARRIS & FRANCIS BAYARD
the party of the second part,

WITNESSETH, That the party of the first part hereby agrees to bargain and sell to the party of the second part, and party of second part agrees to buy, at and for the sum of 66 \$⁰⁰ (Sixty Six Thousand Five Hundred) dollars, to be paid as hereinafter stated, a certain lot or parcel of land, situated in the County and State aforesaid, described as follows:

See Exhibit "A" Attached hereto and make a part hereof.
Subject to: 1. Taxes for 1994 and subsequent years.
2. Easements, restrictions, reservations,
rights of way, limitations, covenants and
conditions of record, if any.

The party of the second part agrees and promises to pay to the party of the first part, the said sum of 4650.00 (SAY: Four Thousand Six Hundred and Fifty Dollars), as follows: ONE Thousand (1000) Dollars, cash, the payment of which is heroby acknowledged, and the balance, with interest from this date, payable in 60 monthly installments of Three Hundred Thirty Nine & 1/100 (339.15) Dollars with interest thereon, payable monthly, shall have been paid in full. Said monthly payments being evidenced by ONE promissory notes bearing even date herewith.

It is agreed that the party of the first part shall pay the taxes for the year 1935, and that the party of the second part shall pay all subsequent taxes, paying taxes and assessments of every kind, or if paid by the party of the first part, the same shall be considered as advanced to the party of the second part, to be repaid, with interest thereon, upon demand. The Party of the first part agrees and covenants and binds himself, his heirs, assigns and assigns forever, to pay the taxes and assessments of every kind, or if paid by the party of the second part, the same shall be considered as advanced to the party of the second part, to be repaid, with interest thereon, upon demand.

The Party of the First Part agrees and binds his heirs, executors and administrators upon payment of said purchase money, and amounts advanced for taxes, etc., with interest thereon, and the full compliance with all the terms thereof, to covenants to the party of the second part their heirs and assigns, good and lawful title, free from encumbrances, on said lot or parcel of land, except as herein indicated.

1963: Chas. H. H. H.
Pellam, H. H.
35724

EXHIBIT A

Unit "D", Building 8, Phase II of Chandler Townhouses, as recorded in Map Book 7, Page 166, in the Probate Office of Shelby County, Alabama, located in the Southwest Quarter of the Southeast Quarter of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said quarter-quarter section; thence in a Northerly direction along the East line of said quarter-quarter section a distance of 670.75 feet; thence 90 degrees left in a westerly direction a distance of 170.0 feet to a point on the Westerly Right of Way line of Chandler Court; thence 90 degrees right in a northerly direction along said right of way line a distance of 101.0 feet; thence 90 degrees left in a westerly direction a distance of 14.6 feet to a point on the Northeast corner of a wood fence that extends across the fronts of Units "A", "B", "C", and "D", being the point of beginning; thence continue along said described course along the outer face of a wood fence, wall and another wood fence all on the North side of said Unit "D" a distance of 67.7 feet to a point on the Northwest corner of a wood fence that extends across the backs of Units "A", "B", "C", and "D"; thence 90 degrees left in a southerly direction along the West outer face of said wood fence a distance of 17.0 feet to a point on the Northeast corner of a storage building; thence 90 degrees right in a westerly direction along the North outer face of said storage building a distance of 4.1 feet to a point on the Northwest corner of said storage building; thence 90 degrees left in a southerly direction along the West outer face of said storage building a distance of 6.6 feet to a point on the southwest corner of said storage building; thence 90 degrees left in an easterly direction along the South outer face of said storage building, the centerline of a wood fence common to Units "C" and "D", the centerline of a party wall common to Units "C" and "D", and the centerline of another wood fence common to Units "C" and "D", a distance of 71.3 feet to a point on the East outer face of a wood fence that extends across the fronts of Units "A", "B", "C", and "D"; thence 90 degrees left in a northerly direction along the East outer face of said wood fence that extends across the front of Unit "D", a distance of 77.0 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 1996-08734

03/18/1996-08734
10:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 27.00