

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

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 1	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:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;">Inst # 1996-19360</div> <div style="transform: rotate(-90deg); transform-origin: center;">06/14/1996-19360</div> <div style="transform: rotate(-90deg); transform-origin: center;">10:19 AM CERTIFIED</div> <div style="transform: rotate(-90deg); transform-origin: center;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-90deg); transform-origin: center;">22.25</div> <div style="transform: rotate(-90deg); transform-origin: center;">002 SNA</div>
2. Name and Address of Debtor (Last Name First if a Person) JAMES L. HIGGINBOTHAM 1522 TIMBER DRIVE HELENA, AL 35080 Social Security/Tax ID # [REDACTED]		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) BARBARA HIGGINBOTHAM 1522 TIMBER DRIVE HELENA, AL 35080 Social Security/Tax ID # [REDACTED]		
<input type="checkbox"/> 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) AmSouth Bank of Alabama Riverchase Center North Building 2050 Parkway Office Circle Hoover, Alabama 35244
<input type="checkbox"/> 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, accessions, accessories and replacements thereto, located on the property described on Schedule A attached hereto. TRANE HEAT PUMP MODEL TWE030C140A1, s/n L174J4A1V; TWE030C100A3, s/n L173RFFCF; BAY96X141002, s/n L165L4FAD 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 <input checked="" type="checkbox"/> 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) <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.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 3500.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input checked="" type="checkbox"/> 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] Signature(s) of Debtor(s) [Signature]		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

THIS INSTRUMENT PREPARED BY:
JAMES R. MONCUS, JR.
Attorney at Law
1318 Alford Avenue, Suite 102
Birmingham, Alabama 35226

SEND TAX NOTICE TO:

249 James L. Higginbotham
1522 Timber Drive
Helena, AL 35080

CORPORATION FORM WARRANTY DEED
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Ninety Three Thousand Five Hundred and No/100 (\$93,500.00) Dollars to the undersigned Grantor

FOUR STAR HOMES, INC.

a corporation (herein referred to as Grantor), in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, the said Grantor does by these presents, grant, bargain, sell and convey unto

JAMES L. HIGGINBOTHAM AND BARBARA HIGGINBOTHAM

(herein referred to as Grantees) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 40, according to Survey of Timber Park, Phase III, as recorded in Map Book 15, page 11 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to all easements, restrictions and rights-of-way of record.

\$94,820.00 of the above recited purchase price was paid from a mortgage loan closed simultaneously herewith.

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By Grantees acceptance of this deed, Grantees hereby covenant and agree for themselves and their successors, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for loss or damage on account of injuries to the property or to any buildings, improvements or structures now or hereafter located upon the property or on account of injuries to any owner, occupant, or other person in or upon the property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitations, sinkholes, underground mines, and limestone formations) under or on the property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the property. For purpose of this paragraph the terms Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor, and partners thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantors interest in the property. This covenant and agreement shall run with the land conveyed hereby as against Grantees, and all persons, firms, trusts, partnerships, and limited partnerships, corporations, or other entities holding under or through the Grantees.

SIGNATURE OF GRANTEE

SIGNATURE OF GRANTEE

06/14/1996-19360
10:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
22:25
002 SNA