



SHELBY CO, AL

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.REORDER FROM
Register, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

24452

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:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: RETURN TO: LEXIS® DOCUMENT SERVICES P.O. Box 2969 Springfield, Illinois 62708 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 1996-42340 12/27/1996-42340 10:58 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MEL 18.00	
2. Name and Address of Debtor (Last Name First if a Person) Kirkland, Robert L. 1400 Hwy. 52 East Pelham AL 35124 Social Security/Tax ID # _____		FILED WITH: Shelby Co-AL	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Kirkland, Janet A. 1400 Hwy. 52 East Pelham AL 35124 Social Security/Tax ID # _____			
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) The Money Store Commercial Mortgage Inc. P.O. Box 162247 Sacramento CA 95816-2247 Social Security/Tax ID # _____			
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
<input type="checkbox"/> Additional secured parties on attached UCC-E			

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

All fixtures, now owned, or to be acquired, together with all increases to and replacements thereof. The security interest extends to all proceeds of the property described herein, including, but not limited to, insurance proceeds relating to the above described collateral.

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

The above goods are to become fixtures on the real property described on Exhibit A, attached hereto and this financing statement is to be filed for record in the real estate records. The name of the record owner is: Robert L. Kirkland and Janet A. Kirkland.

Not subject to mortgage tax

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 \$ _____
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 Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Ruby Parley, Attorney in Fact
Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Robert L. Kirkland and Janet A. Kirkland
Type Name of Individual or Business

Type Name of Individual or Business

POWER OF ATTORNEY FOR UCC FILINGS

(FOR USE WHEN SIGNING FOR THE SECURED PARTY AND/OR THE DEBTOR)

KNOW ALL MEN BY THESE PRESENTS that **The Money Store Investment Corporation** (hereinafter referred to as the "Principal"), a New Jersey corporation with its principal place of business at the address last set forth below, authorizes **LEXIS DOCUMENT SERVICES, INC.** (the "Attorney"), a Delaware corporation with offices at 801 Adlai Stevenson Drive, Springfield, Illinois 62703, to act as its attorney-in-fact for the limited purpose of preparing, executing and filing in the Principal's name, and in the name of any customer of the Principal or other third party which has authorized the Principal to act on its behalf (the "Principal's Principal") such Uniform Commercial Code financing statements, amendments and continuations thereof ("UCC Forms") as the Principal may request. This Power of Attorney will remain in full force and effect until written notice of its revocation is given by the Principal to the Attorney by registered mail, or until Attorney gives Principal written notice by certified or registered mail that the Attorney is resigning as such and that this Power of Attorney is terminated.

LIMITATION OF LIABILITY

1. Neither Attorney nor any company affiliated with Attorney, or any officer, director, employee, subcontractor, agent, successor or assign of Attorney or any such company (collectively, a "Related Party") shall be liable to Principal for any loss, injury, claim, liability or damage of any kind resulting in any way from:
 - a) The existence of any errors or omissions in any UCC Forms, if those errors or omissions were also contained in the corresponding materials as received by Attorney from Principal containing the data to be typed or otherwise inputted onto the UCC Forms;
 - b) Attorney's failure to preform or delay in performing any service for principal due to any cause or circumstance beyond the reasonable control of Attorney or any Related Party.
2. Neither Attorney nor any Related Party shall be liable to Principal for any special, indirect, incidental, or consequential damages arising out of the use of Attorney's services or errors or omissions in UCC Forms prepared by Attorney or any Related Party, or otherwise out of or in connection with the transactions contemplated by this Power of Attorney, or for any claim by any third party, even if Attorney or any Related Party has been advised of the possibility of such damages or claim. Attorney's sole liability for actual direct damages, if any, and Principal's exclusive remedy therefor, shall not exceed the amounts received by Attorney from Principal during the twelve months preceding the act or failure to

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act giving rise to the damages. No action or claim, regardless of form, arising under or in connection with the transactions contemplated by this Power of Attorney may be asserted by Principal more than one year after the occurrence of the act or failure to act giving rise to the action or claim.

3. If the limitations of liability or any limited remedy herein is held to be unenforceable, or in the absence of a limited remedy or limitation of liability herein, the liability of Attorney or any Related Party to Principal for damages or alleged damages, whether in contract (including breach of warranty), tort (including strict liability), or otherwise, related to the transactions contemplated by this Power of Attorney shall not exceed the amounts received by Attorney from Principal during the twelve months preceding the act or failure to act giving rise to the damages. Paragraphs 1, 2 and 3 shall survive the revocation or termination of this Power of Attorney.

IN WITNESS WHEREOF, the Principal has caused this instrument to be executed by a duly authorized representative as of the date set forth below.

The Money Store Investment Corporation
3301 "C" Street, Suite 100M
Sacramento, California 95816

By: 

Kristi L. Berry, Vice President

Date: 3-15-96



A parcel of land situated in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of Section 24, Township 20 South, Range 3 West; thence North 2 degrees 28 minutes 59 seconds West for a distance of 1639.63 feet to the point of beginning; thence North 2 degrees 28 minutes 10 seconds West for a distance of 364.29 feet, to the southwesterly line of a State of Alabama right of way (R.O.W. varies); thence North 61 degrees 32 minutes 32 seconds West along said right of way for a distance of 312.05 feet, to a point on the southeasterly right of way of McCain Parkway (60 foot right of way); thence South 16 degrees 16 minutes 03 seconds West along said right of way for a distance of 372.23 feet, to a point on a curve to the left having a central angle of 9 degrees 54 minutes 44 seconds and a radius of 1011.24 feet; thence along the arc of said curve and along said right of way for a distance of 174.95 feet, said curve is subtended by a chord bearing South 11 degrees 18 minutes 41 seconds West and a chord distance of 174.73 feet; thence North 87 degrees 51 minutes 37 seconds East and leaving said right of way for a distance of 428.89 feet, to the point of beginning. Situated in Shelby County, Alabama.

Inst # 1996-42340

12/27/1996-42340
10:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NEL 18.00