

# 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: <u>1</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. # \_\_\_\_\_

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

1997-01-23  
 10:00 AM  
 09:00 AM CERTIFIED  
 901 N. GADSDEN ST. 3RD FL.  
 - 3RD FLOOR - 3RD FL.

2. Name and Address of Debtor (Last Name First if a Person)

**Henry, Randall L.**  
**120 Mountain Pkwy.**  
**Maylene, Alabama 35114**

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

**Henry, Patricia A.**  
**120 Mountain Pkwy.**  
**Maylene, Alabama 35114**

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.**

**3.5 Ton American Standard Heat Pump & Air Handler**  
**MOD.#6H0042A100A**  
**SER.#L453ARWCF**  
**MOD.#TWE042C140B**  
**SER.#294AMX2V**

**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**

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  
500  
600  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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 \$ 7062.00

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) \_\_\_\_\_

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

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

Type Name of Individual or Business: \_\_\_\_\_



This instrument was prepared by

(Name) Courtney Mason & Associates, P.C.  
100 Concourse Parkway Suite 350  
(Address) Birmingham, Alabama 35244



This Form Approved by:

**Cahaba Title, Inc.**

Highway 21 South at Valleydale Rd., P.O. Box 800  
Pittman, Alabama 35194  
Phone (205) 942-0800  
Fully Insured Agent for  
SAFECO Title Insurance Company

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA  
Shelby COUNTY KNOW ALL MEN BY THESE PRESENTS.

That in consideration of EIGHTEEN THOUSAND AND NO/100ths DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,  
William M. LaRue and wife, Janet Kay LaRue

(herein referred to as grantors) do grant, bargain, sell and convey unto

Randall L. Henry and wife, Patricia A. Henry

(herein referred to as GRANTEE) 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 26, according to the Survey of Woodland Hills, First Phase, Fifth Section, as recorded in Map Book 7 Page 152 A-B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to existing easements, current taxes, restrictions, not-back lines, rights of way, limitations, if any, of record.

GRANTEES HERIN JOINTLY AND SEVERALLY HEREBY AGREE AND CONSENT TO PERFORM ALL THE TERMS AND CONDITIONS OF THE CERTIFICATE SET FORTH IN THAT CERTAIN PROMISSORY NOTE ENDORSED BY WILLIAM M. LARUE (N) JANET KAY LARUE NO DELIVERED TO DUKAYSON MORTGAGE CORPORATION IN THE AMOUNT OF \$50,000.00 DATED MARCH 5, 1996, AND THAT CERTAIN MORTGAGE, SECURING SAID PROMISSORY NOTE OF EVEN DATE HERWITH, UPON THE PROPERTY COVERED IN THE DEED, WHICH MORTGAGE IS RECORDED IN BOOK 288 PAGE 813, IN THE SHELBY COUNTY REGISTER OF DEEDS OFFICE, INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS TO PAY THE DEBT.

\$2,000.00 OF THE ABOVE-MENTIONED PURCHASE PRICE WAS PAID FROM A MORTGAGE LOAN CLOSED SIMULTANEOUSLY HERWITH.

807 377 927

1. Grd Tax \_\_\_\_\_  
2. MIB Tax \_\_\_\_\_  
3. Recording Fee \_\_\_\_\_  
4. Notary Fee \_\_\_\_\_  
5. Certified Fee \_\_\_\_\_  
Total \_\_\_\_\_

TO HAVE AND TO HOLD to the said GRANTEE for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, successors, and administrators covenant with the said GRANTEE, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, successors and administrators shall warrant and defend the same to the said GRANTEE, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s), this 11th day of December, 1997, at the City of Birmingham, Alabama.

WITNESS:  
91 DEC 16 AM 11:41 (Seal)  
JANET KAY LARUE (Seal)  
WILLIAM M. LARUE (Seal)

William M. LaRue (Seal)  
Janet Kay LaRue (Seal)

STATE OF ALABAMA  
Shelby COUNTY

General Acknowledgment

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. LaRue and wife, Janet Kay LaRue, whose names are subscribed to the foregoing conveyance, and who appeared to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of December, 1997.

RICHARD B. MANN  
MY COMMISSION EXPIRES

Inst # 1997-04239

02/10/1997-04239  
09:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 103 27.65

01-13-97 02:37 PM