# 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	No. of Additional	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	or
as defined in ALA CODE 7-9-105(n).  Return copy or recorded original to:	Sheets Presented:	THIS SPACE FOR USE OF FILING OFFICER	
		Date, Time, Number & Filing Office	
Alabama Power Company			
600 North 18th Street			
Birmingham, Alabama 35291	•	<u>.</u>	
Attention:	· -		
Pre-paid Acct. #	(Last Name First if a Person)	· · · · · · · · · · · · · · · · · · ·	
Name and Address of Debtor	•	"	_
Atson, Edgar S. Jr 89 Shore Lane	•	e e e e e e e e e e e e e e e e e e e	ត្ត ដើ មួ
helby, AL 35143		i e	<b>3</b>
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Social Security/Tax IU	(Last Name First If a Person	,, <del>,</del>	
Name and Address of Debtor (IF AN		"   <u>**</u>	てを置き
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89 Shore Lane Shelby, AL 35143		بيـ غه	7430
Herol's VI Dordo		2	8
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		3	
Social Security/Tax ID #	<u> </u>		
Additional debtors on attached UCC-E	, 		
SECURED PARTY) (Last Name First if a Person)	····	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Las	st Name First if a Person)
Alabama Power Company			
600 North 18th Street			
Birmingham, Alabama 35291	,		
			•
Social Security/Tax ID #	<u> </u>		
Additional secured parties on attached UCC-E	<u>.                                    </u>	· <u></u>	
The Financing Statement Covers the Following Ty	pes (or items) of Property:		
The heat pump(s) and all rel	ated materials, parts, acce	essories and replacements thereto,	
located on the property descr	ribed on Schedule A attac	I T() // X = I A	
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STATE	OF	ALABAMA	)
COUNTY	7 01	Shelby	)

#### CONSENT AND SUBORDINATION

## Preamble

THIS CONSENT AND SUBORDINATION (the "Subordination") is being executed this and day of July, 1997 by Alebana Power Company ("Lienholder").

WHEREAS, pursuant to a certain bond-for-title, mortgage, conditional sales contract or other financing arrangement for the purchase of real property between Lienholder and S. Edger Betson, Jr. ("Debtor"), Lienholder has an interest and/or lien in and upon the following described real property:

## "SEE ATTACHMENT"

The ("Property") which is in the possession of Debtor pursuant to a certain bond-for-title, mortgage, conditional sales contract or other financing arrangement between Lienholder and Debtor.

WHEREAS, Debtor has requested Alabama Power Company ("APCO") to provide purchase money financing for the following heat pump and related improvements which Debtor intends to place in a house located on the Property:

One Goodman heat pump; model PHJO48-1A; serial 970516715; (collectively, the "Heat Pump").

WHEREAS, APCO is willing to provide Debtor with purchase money financing for the Heat Pump upon the condition (among others) that Lienholder execute this Subordination in order to consent to the placement of the Heat Pump on the Property and in order for Lienholder to subordinate any interest and/or lien which it may have on the above-described Heat Pump to the security interest of APCO.

## Agreement

NOW, THEREFORE, intending to be legally bound and for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lienholder hereby covenants and agrees as follows:

- 1. Lienholder hereby consents to the installation of the Heat Pump on the Property and hereby agrees that any and all right, title, claim, lien, and interest of the Lienholder in and to the Heat Pump, including but not limited to that arising by reason of a certain bond-for-title, mortgage, conditional sales contract or other financing arrangement, shall be and hereby is subordinate in lien, priority and distribution to the interest and lien of APCO in such Heat Pump.
- 2. This Subordination may not be amended, changed, or modified, waived or terminated except by written instrument signed by both APCO and Lienholder.
- 3. This Subordination and all of the terms, conditions and provisions hereof shall be binding upon and inure to the benefit of APCO ' and Lienholder and their respective successors and assigns.
- 4. This Subordination is a continuing Subordination and shall remain in full force and effect until such time as all indebtedness of Debtor to APCO, or its successors and assigns, for the Heat Pump, including principal, interest and other lawful charges, is paid in full-

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first above-stated.

LIENHOLDERS:

MANABER - SALLES + LEASING

STATE OF ALABAMA

COUNTY OF

I, the undersigned, a Notary Public in and for said County in Stell T. Benefield said State, hereby certify that name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, has executed the same voluntarily.

Given under my hand this 24 day of

Notary Public

My commission expires:

Alabama Power Company 600 5th Avenue North Post Office Box 540 Clanton, Alabama 35045 Telephone 205 755-4420

August 5, 1988



the southern electric system

Mr. S. Edgar Batson, Jr. 7725 Eighth Avenue, South Birmingham, AL 35206

Recreational License No. 318 Lake Lay

Dear Mr. Batson:

Since the license covering your lot was issued, the Federal Energy Regulatory Commission Project License for Lake Lay has been renewed. The conditions of the new Project License will allow Alabama Power Company, for the first time, to evaluate whether or not it will be economically feasible for it to sell the recreational lots which we previously have been leasing.

Meanwhile, it appears that your license expired on July 31, 1988. We propose to renew your license for one year, and each subsequent year thereafter until the Company has determined whether or not it will be in a position to offer you the option of purchasing your lot or entering into a new multi-year license agreement.

If you desire to continue your license, please sign both copies of this letter at the place indicated below and return one executed copy to us along with your check or money order for the next year's rent in the amount of \$336.00 made payable to Alabama Power Company. Keep the duplicate copy of this letter with your present license, together with all amendments and extensions, if any. Upon return of this letter with the referenced check, your license agreement will continue in effect for another year at the new rental rate, and with all other terms and conditions remaining the same.

If the address set forth above is not your current address, please give us your current mailing address in the space provided below.

In the event you desire additional information, please call our office in Clanton at (205) 755-4420.

Yours very truly,

Steve Champion
Recreation Development

I understand and agree to the above.  Signed this day of Aurbus	New Address
1988.	·
(S. Edgar Batson, Jr.)	

STATE OF ALABAMA

COUNTY OF Shelby

(Renewal; All Lakes)

## RECREATIONAL SITE AGREEMENT RENEWAL

Revision 4/82

THIS INDENTURE on	ة المسمومية المسادرة	are on this 1st	day of Ju	ı]y	1983 by
THIS INDENTURE on	TOC AND COLECED I			L - 1 :	
and between Alabama Power	r Company, a co-	rporation, (betwi	eafter called t	We Internated and and	
S. Edgar Batson,			, (berein:	after called the Licer	nsee) whose address is
	caush Diwn	ningham, Al	35205		
WITNESSETH, That, Alabama, on which the Licental dwelling house and one recreational bome site, includes follows, to wit:	whereas, the Lice see desires to esta or more accesso ding boat house, p	ensor owns certaints and maintaints and interpretaints and maintaints and pier, dock and sw	in lands in in a private res d facilities not imming float, s	rmally incidental to uch lands being more	a private residential particularly described
218	, on Lay	Dam	Reservoir, in	NMF ot SMF"	1 4 5 ·
Fractional of Section 6 Townsh	. 24 N Ray	16 E	She1by/		County, Alabama.
NOW, THEREFORE one single family private thereto, including but not obstructing waterborne trathe Licensor prior to const beginning AlighET. Lambich license the Licensee the	see desires to sequente and fulfill all the second control of the	nire the permission and conditions and ses hereby grant is ational dwelling a dug or bored in Paragraph 2 and agrees in	covenants here the Licensee per house, and as well, and, if wimming float hereof. The ter ending on	rmission to erect and cessory buildings. a the adjoining water and this license shall y 3 1 1988	d maintain on said lands and facilities incidental space permits without approved in writing by all be for five (5) years for
in ad valorem taxes (over date hereof) assessed by the identifies the precise tax rental. If the precise incredicensor as well, such gen property involved, including licensed herein shall be bit amount of such allocation.  FIGHTY THREE A being the rental for the retaining payments shall.	the ad valorem take State of Alab increase applicables is not so identical increase willing the recreation illed to the Licental and Alab increase will being final and ND 34/100-	exes paid on the lama and its sub- de to the liceuses diffied, but occurs be allocated by allot herein liceuse see as additional dinor subject to	Dolla icensed premise ivisions on the premises, such in a general factor is represed, and then to review by an arrest of the premised of the premise of	es in the last full calces in the last full calces in the last full calces increase all shion having applications of such increase of such inc	endar year preceding the (If the taxing authority rall) constitute additional tion to other property of and reasonably over the crease allocated to the lot not as to the manner and y.) The first payment of Dollars (\$ 83.34).

Licensor's existing or future mortgages or deeds of trust, and to the following covenants, terms or conditions:

1. Either party shall have the right to terminate this permit on any date, subject to conditions hereinalter set out, by giving the other party written notice, ninety (90) days in advance of his desire to so terminate, and the permit shall terminate on the date specified in such notice, except in case of termination for cause as set out in Paragraph 15 hereof.

If this permit be terminated by Licensor, except for such causes as are hereinafter specified in Paragraph 15, the Licensee shall have the right to require the Licensor to purchase the buildings and facilities of the Licensee which are amounted to the realty and the Licensor shall be obligated to either purchase such buildings and facilities as are anaexed to the realty or furnish a purchaser therefor, in event of such termination by Licensot without cause, the Licensee shall be entitled to receive a purchase price for such buildings and facilities equal to the cost of reproduction of such buildings and facilities less depreciation. In the event the parties hereto cannot agree on such cost of reproduction less depreciation them facilities less depreciation. In the event the parties hereto cannot agree on such cost of reproduction less depreciation them it shall be determined by three arbitrators, each party appointing one arbitrators and these two arbitrators selecting a trial. The reproduction cost less depreciation value determined by the three arbitrators shall be binding on both parties, and agreement by any two of the arbitrators shall be a final and binding determination for such purpose.

Upon the expiration or upon the termination of this permit by the Licensee or by the Licensor for cause as bereinsfter specified in Paragraph 15, the Licensor shall have the exclusive right for thirty (30) days, but shall not be obligated, to purchase or furnish a purchaser for such buildings and facilities of Licensee as are annexed to the realty, at a price to be mutually agreed upon between Licensee and the buyer at the time of sale. Upon the expiration or upon the termination of this permit by Licensee or by Licensor for cause, if Licensor fails to buy or furnish a buyer for such buildings and facilities and provided Licensee is not delinquent in rental payments, then Licensor shall give the Licensee a written permit for removal of such facilities and Licensee shall then proceed to remove such buildings and facilities from the premises. After such removal is completed the Licensee shall restore the premises to substantially the same condition as that existing prior to the erection of any buildings and facilities thereon. Licensee shall have ninety (90) days from date of such written permit to complete removal of his buildings and facilities. Failure to remove all or any of such buildings and facilities within the ninety (90) days allowed, or, in lieu of removal, the failure to complete a sale of them to a buyer approved by Licensor, shall be deemed a voluntary abandonment of such remaining facilities and title thereto shall pass to the Licensor.

In the event this permit expires or is terminated by Licensez or by Licensor for came as bereinafter specified in Paragraph 15, and Licensor fails to buy or furnish a buyer for such buildings and facilities within said thirty (30) day period, and Licensez is delinquent in rental payments. Licensor shall not be obligated at the expiration of said thirty (30) day period to give the Licensez a written permit for removal of such buildings and facilities, in such event, unless Licensez thall pay to the Licensez the full amount of such delinquent rental payments within party (60) days after the expiration of termination of this permit, Licensez forfeits any right to remove said buildings and facilities and the ritle to such buildings and facilities shall thereupon automatically be divested out of the Licensez and vested in the Licensez, in the event Licensez does pay the full amount of such delinquent rental payments to Licensor within the time provided therefor, Licensez does pay the full amount of such delinquent rental payments to Licensor within the time provisions above relating Licensor shall give Licensez a written permit for removal of such buildings and facilities and the provisions above relating to restoration of the premises, time for removal and voluntary abandonment will be applicable.

Upon any termination of this permit by the Licensor, except for such causes at are bereinafter specified in (a), (b), (c), (d), (e), (f) and (h) of Paragraph 15, any unexmed rentals, prorated on a daily basis, which have been collected by Licensor from the Licensee shall be refunded to Licensee.

(Renewalt Lay, Mitchell and Martin)

Upon any termination of this permit by Licensee, or by the Licensor for those causes bereinafter specified in (a), (b), (c), (f) and (h) of Paragraph 15, no refund of uncarried rentals shall be made to Licensee, except such rentals as may have been paid for calendar years subsequent to the year in which termination occurs.

2. The Licenser shall have the right to construct and maintain upon the licensed premises one private recreational residential dwelling, and within two years after the date hereof shall have completed the construction of such dwelling. Plans for such dwelling must be submitted to Licensor in writing and the design, elevation, and location shall be approved in writing by the Licensor in advance of construction. The Licensee shall have the right to construct and maintain upon the licensed premises the accessory buildings and facilities, normally incident to a private recreational home site, including a due of bored well, hour house, pier, dock and ewimming float, provided, however, that plans for such accessory buildings and facilities must be submitted to Licensor in writing and that the design, elevation and location of accessory buildings or facilities, shall be approved in writing by the Licensor in advance of construction. In like manner the Licensee shall secure Licensor's written approval of any changes in location, elevation or design of buildings and facilities. No temporary structures of any kind shall be permitted.

3. The premises may be used by the Licensee, his family, household and invitees for residence purposes and for recreational purposes, activities, and pursuits and for no other object or purpose, it being expressly agreed that using or permitting the use of these premises for any commercial purposes or for any illegal or immediate termination of this permit by the Licenser. The Licensee shall seall times occupy and use the premises in a for immediate termination of this permit by the Licenser. The Licensee shall seall times occupy and use the premises in a lawful manner and in compliance with such rules and regulations respecting sanitation, health, and safety as Licenser may prescribe from time to time. The Licensee shall not bring, keep or have any livestock or poultry on the licensed premises, nor shall be cause or permit any livestock or poultry to be brought onto the licensed premises. It is further agreed that the Licensee shall construct proper sanitary facilities for the use of all those entering upon the licensed premises, occupying and using the recreational dwelling and other buildings and facilities placed there by the Licensee. Walke and sewage from toilets, baths, wath basins and sinks will not be dumped or drained into the lake or into sloughs or creeks forming a part thereof or emptying therein, but must be disposed of into an approved septic tank and system. No outdoor privies shall be permitted. Garbage and trash shall not be dumped into the lake, sloughs or creeks, but combustible portions must be destroyed in an incinerator to be provided by Licensee for such purpose and non-combustible portions carried to an approved dumping area, or buried on the premises.

If conditions necessitate community wide conferation for adequate handling of garbage collection and other similar matters and such a community enterprise is formed, the Licensee shall cooperate with his neighbors in such enterprise.

- 4. The Licensee shall not commit or suffer to be committed any waste on or offensive use of the premises and shall not maintain a nuisance thereon, and shall maintain the premises and the buildings and facilities thereon in good order at all times. No coltivation shall be permitted, except for flowers, and acts which tend to cause soil crosson shall not be permitted.
- 5. The Licensor reserves the right to cut and remove timber from any part of said land. Licensor shall not be liable to Licensee, his heirs, assigns, relatives, or invitees for damage or claim for damages to property or injury to person or persons resulting from the falling of any limb or tree which may occur on the licensed premises, and Licensee agrees to indemnify and hold harmless the Licensor from any such damage or claim for damages or injury. Licensee agrees to inspect the trees on licensed premises from time to time and to cut and remove from the lands any trees or limbs which, in Licensee's opinion, need cutting because they are in such a state as to constitute a danger to the improvements or to persons who visit or occupy the lands. Licensee shall do no other cutting.
- 6. The licensed premises shall at all reasonable times be subject to inspection by the Licensor and the authorized agents of the Alabama State Health Department, and any other department of state or county having similar functions of duties, and the Licensee agrees to abide by, and perform any requested compliance with the health and sanitary provisions duties, and the Licensee agrees to abide by, and perform any requested compliance with the health and sanitary provisions laid down by the State or County, as well as those prescribed by the Licenson.
- 7. The Licensee is informed and understands that in the operation of Licensor's business there may be fluctuations in the level of the water in the lake on which the licensed lands are located and it is understood and agreed that this permit shall be subject at all times to the rights of the Licensor, its successors and assigns, to raise and lower the water of said lake on which the lands are located from time to time in the operation of the Licensor's business and to flood said lands and any other lands owned by the Licensor, or over which it has the right to flood, continuously or from time to time, and the latensor shall not be liable for damages of any nature whatmever which may result directly or indirectly from such flooding, or by reason of the maintenance and operation of the Licensor's business. Licensee agrees to indemnfy, protect, and save harmless the Licensor, its successors, and assigns, from any and all claims for damage or loss or expense to persons or property resulting from the use of licensed land or adjacent waters and privileges by Licensee of any other person or persons pursuant to the invitation or permission of the Licensee, expressed or implied.
- 8. The Licensee agrees upon the expiration of termination of this license, or any renewal or extension thereof, to leave the premises in as good condition as at the date hereof.
- 9. The Licensor does not warrant that the licensed premises or the waters adjacent thereto are safe or suitable for the purposes for which they are permitted to be used under the terms of this license.
- 10. The Licensor shall have the right to enter upon the premises at any reasonable time during the term of this license for the purpose of inspecting the premises and shall have the right to carry on erosion control programs and license for the purpose of inspecting the premises and shall have the right to carry on erosion control programs and license for the purpose of inspecting the premises, due protection and consideration being afforded the structures, forestry programs and other programs upon the premises, due protection and consideration being afforded the structures, improvements, and use of the Licensee.
- 11. All ad valurem taxes which may be lawfully imposed by the State of Alabama and its subdivisions upon the leasthold interest created hereunder, and upon the dwelling and other improvements and facilities placed upon the licensed premises by the Licensee, shall be paid promptly by the licensee.
- 12. The Licensor reserves from the licensed premises all existing rights of way for roads, railroads, pipe lines, telephone and telegraph lines, and electric transmission lines, and the right is reserved by the Licensor to grant such rights of way in the future and to construct and maintain on or across the licensed premises, any of such facilities as the Licensor of way in the future and to construct and maintain on or across the licensed premises, any of such facilities as the Licensor desires.
- 13. The Licensee shall not transfer this license nor any interest therein nor sublet the land herein described nor permit anyone to occupy or use said land or any of the buildings, structures or facilities thereupon without the written consent of the Licensor, and in any and all events each and every one of the terms, conditions and covenants of this license governing the use and occupancy by the Licensee shall apply to invitees, the Licensee being responsible to the Licenser for all the acts of the invitees in the event that such invitees breach any of the covenants, terms or conditions of this license. The Licensee warrants that at all times the full title to all the buildings and facilities placed upon the licensed premises thall be exclusively held by him; however, the provisions of this paragraph shall not prevent Licensee from making a valid shall be exclusively held by him; however, the provisions of this paragraph shall not prevent Licensee from making a valid chattel mortgage (if the form and content of such chattel mortgage are first approved in writing by Licensor) on the improvements erected or to be erected on the land, all subject to the terms of this Recreational Site Agreement, and from obtaining the right to which such chattel mortgage is satisfied), from obtaining title to such improvements, or from transferring to another its occupy this land, under the terms and conditions of this Recreational Site Agreement, or from transferring to another its said rights.
- 14. Necessary ingress and egress over the adjoining premises of the Licensor to teach the nearest public highway is hereby given so the Licensee and the members of his family living with him and his invitees to the licensed premises; it hereby given so the Licensee and the members of his family living with him and his invitees to the licenses to be being understood, however, that the route for such ingress and egress will be limited to existing roads, or to route to be being understood, however, that the route for such ingress and egress will be limited to existing roads, or to route to be designated by the Licensor, to the enjoyment of which Licensee and his family and his invitees shall thereafter be designated by the Licensor, to the enjoyment of which Licensee and his family and his invitees shall thereafter be

restricted; and it being further understood that the Licensor may at any time forbid any or all persons other than the Licensee, members of his family living with him and invitees the ingress and egress over adjoining premises of the Licenson to reach the licensed premises.

- 15. The causes referred to in Paragraph one for which Licensor may terminate this license are (2) failure to pay annual reutal when due; (b) failure to pay taxes as provided in Paragraph 11; (c) removing or manifesting any insention of temoving any buildings or structures located upon licensed premises without written permit from the Licensor; (d) failure to complete the constructation of the approved dwelling within the period prescribed in Paragraph 2; (e) conviction of violation of Federal, State, County or local laws; (I) using or permitting the use of the licensed premises for any commercial purposes or for any illegal or immoral purposes; (g) termination of rights of Licensor in such land under license referred to in Paragraph 16; or (h) failure to comply with any other of the covenants, terms or conditions of this license after thirty days' written notice from the Licensor to the Licensee requesting the Licensee to comply therewith. When terminating for cause, Licensor shall be required to give ten (10) days' written notice of termination. At the expiration of such ten days' written notice, the Licensee's rights and privileges herein shall cease and he shall thereafter be considered a trespasser on the said licensed lands, provided, however, Licensee in such event shall have the right to remove any buildings of facilities which are annexed to such premises in accordance with the provisions of Paragraph one
- 16. All rights of the Licensee hereunder are subject to the terms and conditions of any license, or license hereof. modification heretofore issued or which may be issued hereafter from the Federal Power Commission (now Federal Energy Regulatory Commission) to Alabama Power Company relating to the lands involved in this agreement and relating to the changing or fluctuations of water levels of the lake on which this site is located, segriber with the applicable provisions of the Federal Power Act and of the rules and regulations of the Federal Power Commission (now Federal Energy Regulatory Commission) and of any amendments to such license. Act and rules and regulations bereafter put into effect.
- 17. Where notices are provided for herein, such notices shall be conclusively deemed given when posted in United States mail addressed as follows:

Notice to Licensur

Notice to Licensee

Alabama Power Company

S. Edgar Batson. Jr.

Corporate Real Estate

7725-8th Avenue South

P. O. Box 2641 Birmingham, Alabama 35291 Birmingham, AL 35206

- 18. It is agreed by the Licensee that due to the greatly increased trouble and expense that would be placed upon the Licensor each time that the Licensor should desire to have made an abstract of the title to the Licensor's land which include the licensed premises, if this and similar licenses should be recorded, this license shall not be placed on record, nor caused to be placed on record, by the Licensee in any probate office.
- 19. The Licensee for himself/themselves, his/their heirs and assigns, expressly agree to reimburse Licensor, its successors and assigns, for all costs and expenses, including attorneys' fees and expenses incurred in enforcing and protecting this indenture, in any manner during its term, brought about by Licensee - his/their heirs and assigns.

IN WITNESS WHEREOF, the parties bereunto have executed these presents in duplicate.

ATTEST:

Witness as to the Licensen

ALABAMA POWER\_COMPANY

Vice President

CORPORATE REAL ESTATE

Inst # 1997-26039

08/15/1997-26039 09:46 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE

DOP NCD