

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:	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 GAS CORPORATION #20 SOUTH 20TH STREET BIRMINGHAM ALA. 35295  Pre-paid Acct. #			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  1920 + 100 2020 Shelby Inst # 1997-36665 11/10/1997-36665 09:03 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 20.20 002 MCD	
2. Name and Address of Debtor (Last Name First if a Person)  GARRY WATERS GARY (JW) 131 PELHAM HEIGHTS DRIVE PELHAM ALA. 35124  Social Security/Tax ID #				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Social Security/Tax ID #				
<input type="checkbox"/> Additional debtors on attached UCC-E				
3. SECURED PARTY (Last Name First if a Person)  DRIVER REFRIGERATION INC. P.O. BOX 657 PELHAM ALA. 35124  Social Security/Tax ID #			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  ALABAMA GAS CORPORATION #20 SOUTH 20th. STREET BIRMINGHAM ALA. 35295	
<input type="checkbox"/> Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Types (or items) of Property:  BRYANT GAS PAC MOD# 588ANW036100 S/N 0797G10765  5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 500 _____ _____ _____ _____ _____ _____ _____ _____ _____ _____  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 \$ 2800.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, of 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) (Required only if filed without debtor's Signature — see Box 6)  DRIVER REFRIGERATION INC. Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee ALABAMA GAS CORPORATION  Type Name of Individual or Business	

# MORTGAGE

**PAID**  
IN FULL

THIS MORTGAGE is made this 13th day of November 1989, between the Grantor, Gary W. Waters - Husband and Lynn F. Waters-Wife Corporation (herein "Borrower"), and the Mortgagee, Commercial Credit Corporation, a corporation organized and existing under the laws of Alabama whose address is 1564 Montgomery Hwy Birmingham AL 35216 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 9136.41 which indebtedness is evidenced by Borrower's note dated 11/13/89 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11/24/93;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of Shelby, State of Alabama:

Located in the NE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 23, Township 20 South, Range 3 West, and more particularly described as follows: Commence at the NW corner of the NE $\frac{1}{4}$ -NW $\frac{1}{4}$  of Section 23, Township 20 South, Range 3 West, thence south along the west line of the said  $\frac{1}{4}$  for 979.94 feet, then turn left 89 degrees 51 minutes easterly for 788.94 feet to the point of beginning of the tract herein described, thence turn right 89 degrees 49 minutes 20 seconds southerly for 244.81 feet, then turn left 89 degrees 36 minutes 20 seconds easterly for 269.89 feet thence turn left 81 degrees 46 minutes northerly for 80.0 feet, then turn right 20 degrees 23 minutes 36 seconds northeasterly for 71.77 feet, thence turn left 99 degrees 24 minutes 36 seconds northwesterly for 122.0 feet, then turn right 84 degrees 28 minutes northeasterly for 65.24 feet, thence turn left 103 degrees 54 minutes westerly for 217.84 feet to the point of beginning.

Inst # 1997-36665

11/10/1997-36665  
09:03 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
DOE MCD 20.20

which has the address of \_\_\_\_\_  
[Street] [City]  
Alabama \_\_\_\_\_ (herein "Property Address");  
[Zip Code]

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.