

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 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 Inst. # 1998-08047 03/09/1998-08047 10:25 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 19.55 BDR MCB
2. Name and Address of Debtor (Last Name First if a Person) Thomas, Richard L & Diane Sether- 589 Russett Bend Dr. Hoover Al 35244 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) 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. Installed (1) Trane 3 ton heat pump. TWR036C100A2 L45-5WT-ABF.		
		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <u>5 0 0</u> <u>6 0 0</u>
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: ☒ 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 \$ <u>1700.00</u> 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) <u>[Signature]</u> <u>2/13/98</u> Signature(s) of Debtor(s) <u>[Signature]</u>		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

This instrument was prepared by

Send Tax Notice To Richard L. Thomas

(Name) Larry L. Halcomb
 (Address) 3512 Old Montgomery Highway
Birmingham, Alabama 35209

583 Russet Bend Drive
Birmingham, Alabama 35244
 address

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP LAND TITLE COMPANY OF ALABAMA

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One hundred thirty three thousand two hundred & No/100 (133,200.00) DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,

Michael Ellis Henderson and wife, Laura Annette Henderson

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

Richard L. Thomas and Diane Sether-Thomas

(herein referred to as GRANTEE) as joint tenants with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:
 Lot 8, according to the survey of Russet Bend, as recorded in Map Book 11, Page 52, in
 the Probate Office of Shelby County, Alabama.
 Minerals and mining rights excepted.

Subject to taxes for 1993.

Subject to restrictions as recorded in Real Volume 150, Page 97, in the Probate Office of Shelby County, Alabama.

Subject to 10 foot easement along the West Lot Line as shown by map recorded in the Probate Office of Shelby County, Alabama.

Subject to easement of variable width along the North Lot Line as shown by map recorded in the Probate Office of Shelby County, Alabama.

Subject to easement granted to Alabama Power Company as recorded in Deed Book 139, Page 424, in the Probate Office of Shelby County, Alabama.

Subject to 35 foot building line as shown by map recorded in the Probate Office of Shelby County, Alabama.

\$ 126,500.00 of the purchase price was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said GRANTEE as joint tenants, with right of survivorship, their heirs and assigns, forever, it being
 the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of
 the grantors herein the said one grantor hereinafter survives the other, the entire interest in fee simple shall pass to the surviving grantor, and
 if one does not survive the other, then the heirs and assigns of the grantor hereinafter shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, 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, executors 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 15th
 day of September, 1993.

WITNESS:

(Seal)
 (Seal)
 (Seal)

Michael Ellis Henderson (Seal)
Laura Annette Henderson (Seal)
Laura Annette Henderson (Seal)

STATE OF ALABAMA

JEFFERSON COUNTY

I, Larry L. Halcombbeing duly sworn, do hereby certify that Michael Ellis Henderson and wife, Laura Annette Henderson

whose name is set signed to the foregoing instrument, and who are known to me, and whose names before me
 on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily
 on the day the same were made.

Given under my hand and official seal this 15th day of September, 1993.

Larry L. Halcomb
 My Commission Expires January 15, 1994

03/09/1998-08047
 10:25 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 DOR MCD
 19.55