

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT

UCC-1 ALA

Important: Read instructions on back before filling out form.RECEIVED FROM
American Trustee Co.
205/254-3171 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 Power Company
600 North 20th Street
Birmingham, Alabama 35291

Attention:

Pre-paid Acct #

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

Billie H. Hiatt
111 Country Cove
Chelsea, Al. 35043

Social Security/Tax ID #

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

Alan E. HIatt
111 Country Cove
Chelsea, Al. 35043

Social Security/Tax ID #

 Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Alabama Power Company
600 North 20th Street
Birmingham, Alabama 35291

Social Security/Tax ID #

 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.**4 Ton Trane XL1200 Heat Pump
M# TWX048C100A2
M# TWE048C140BB

S# N393119FF

S# N3941HT1V

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

500

600

**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 debtor's 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 fee is due7. 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 9)Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

[Handwritten signatures]

Signature(s) of Debtor(s)

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

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

Type Name of Individual or Business

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Approved by The Secretary of State of Alabama

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

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SEND TAX NOTICE TO:

Alan E. Hiatt and Billie H. Hiatt
111 Country Cove
Chelsea, Alabama 35043

THIS INSTRUMENT PREPARED BY:
Claude McCain Moncus, Esq.
CORLEY, MONCUS & WARD, P.C.
2100 SouthBridge Parkway, #650
Birmingham, Alabama 35209
(205) 879-5959

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of
One Hundred Thirty Three Thousand and 00/100 Dollars*****
~~(\$133,000.00***)~~ to the undersigned Grantors in hand paid by the Grantees, whether
one or more, herein, the receipt of which is hereby acknowledged, we, Alfred B. Cooper
and Sarah R. Cooper, husband & wife, (herein referred to as Grantors) do grant, bargain,
sell and convey unto Alan E. Hiatt and wife, Billie H. Hiatt
(herein referred to as Grantees) as individual
owner or as joint tenants, with right of survivorship, if more than one, the following
described real estate, situated in the State of Alabama, County of Shelby, to-wit:

Lot 15, according to the Survey of Countryside at Chelsea, as recorded in
Map Book 9, Page 49, in the Office of the Judge of Probate of Shelby
County, Alabama:

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if
any, of record, and Ad Valorem taxes for the year 1995, which said
taxes are not due and payable until October 1, 1995.
\$123,000.00*** of the purchase price recited above was paid from a mortgage loan
closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns,
forever; it being the intention of the parties to this conveyance, that if more than one
Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint
tenancy hereby created is severed or terminated during the joint lives of the Grantee(s)
herein); in the event one Grantee herein survives the other, the entire interest in fee
simple shall pass to the surviving Grantee and if one does not survive the other, then the
heirs and assigns of the Grantees herein shall take as tenants in common.

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

And we do by these presents make, constitute and appoint PMH Homequity
Corporation ("Agent") and/or its authorized and designated agents or representatives,
as our true and lawful agent and attorney-in-fact to do and perform for us in our name,
place and stead, and for our use and benefit, to execute a standard form lien waiver and
any and all documents necessary for delivery of this deed and to complete the sale of
the property herein described, including but not limited to the HUD-1 Settlement
Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms

c:\omm\deed two grantors16-93

10/21/1998-08673
10:03 AM CERTIFIED
10/21/1998-08673
10:03 AM CERTIFIED

Inst # 1998-42712

10/30/1998-42712
10:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 25.25