

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

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 <i>Alabama Power Company</i> <i>600 North 18th Street</i> <i>Birmingham, Al 35291</i> Pre-paid Acct. # _____			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person) <i>Smith, Basil and Diane</i> <i>1007 Highway 13</i> <i>Helena, Al 35050</i> Social Security/Tax ID # _____			<div style="writing-mode: vertical-rl; transform: rotate(180deg);">Inst # 1999-11967</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">03/23/1999-11967</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">08:03 AM CERTIFIED</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">003 CRH .00</div>	
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) Social Security/Tax ID # _____			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
<input type="checkbox"/> Additional secured parties on attached UCC-E				
5. <input type="checkbox"/> This statement refers to original Financing Statement bearing File No. <u>1996-02078</u> Filed with <u>Shelby County Probate</u> Date Filed <u>1/22</u> 19 <u>96</u>				
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.				
7. <input checked="" type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.				
8. <input type="checkbox"/> Partial or <input type="checkbox"/> Full Assignment. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.				
9. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.				
10. <input type="checkbox"/> Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.				
11.				
11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____				
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.				

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Signature(s) of Secured Party(ies)

Type Name of Individual or Business

Type Name of Individual or Business

This Repayment and Security Agreement is made by Basil and Diane Smith

(Debtor)

Helena, Al 35080

(Debtor's Address)

Electric Service Acct # 5413-495-1760-0-1

GBO

D 0 4 7 0 1 6

Electric Service Acct # _____
(hereinafter jointly and severally called "Debtor", whether one or more) in favor of Alabama Power Company, 600 North 18th Street, Birmingham, Alabama 35291 (hereinafter called "Creditor").

Check if applicable ☐

Check if applicable ☐ Debtor entered into an Agreement to Participate with Creditor on January 18, 19 96 to participate in the Home Heat Pump and Weatherization Financing Program as made available by Creditor. Since then improvements eligible for financing have been installed to Debtor's satisfaction in accordance with the Agreement to Participate and the specifications provided in the Energy Survey.

1. **Promise To Pay.** To repay the financing received from Creditor, Debtor hereby promises to pay to the order of Creditor the principal sum of \$ 3400.00 with interest on the unpaid principal balance at the rate of 14% per year until paid. Interest begins to accrue from the date of Secured Party's advance of funds, which shall be on approximately 01/29/96. Payment shall be made in 60 consecutive monthly installments of principal and interest in the amount of \$ 79.11 each, beginning on approximately January 29, 19 96 as specified in the repayment schedule in the following Truth in Lending Disclosure furnished to Debtor. The monthly installments will be included in Debtor's monthly electric bill as a separate item. If there is more than one Debtor, Creditor may include the monthly installment in the monthly electric bill of only one of the Debtors, or in a bill in the name of only one of the Debtors, and all of the Debtors will remain jointly and severally liable for all indebtedness owing under this Agreement. Debtor may prepay this obligation in full without penalty.

<p>ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.</p> <p><u>11</u> ^{BS} % ✓</p>	<p>FINANCE CHARGE The dollar amount the credit will cost you.</p> <p>\$ <u>1035.20</u> ^{BS} ✓ 1346.60</p>	<p>Amount Financed The amount of credit provided to you or on your behalf.</p> <p>\$ 3400.00 ✓</p>	<p>Total Of Payments The amount you will have paid after you have made all payments as scheduled.</p> <p>\$ <u>4435.20</u> ^{BS} ✓ 4746.60</p>
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Your payment schedule will be:

Your payment schedule will be:		
Number of Payments	Amount of Payments	When Payments Are Due
60 ✓	73.92 BS 79.11	Monthly, beginning January 29, 19 96 *

SECURITY: You are giving a security interest in the goods or property being purchased in this transaction.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

PREPAYMENT: If you pay off early, you will not have to pay a penalty. See the appropriate contract document for information about nonpayment, default, the right to accelerate the maturity of the obligation, prepayment rebates and any penalties.

* Means a good faith estimate based upon the best information available to Alabama Power Company.

Itemization of amount financed of \$ 3400.00

\$ 12,000 Amount given to you directly

Amount paid to others on your behalf

Amount paid on your account

\$ 3400.00 to Nelson Heating and Air Conditioning

Bv

\$ _____ to

Debtor acknowledges by signing below that all the Debtors have read this Agreement carefully and have received duplicate copies of the above disclosure, all agreements and instruments signed by the Debtors; and, if applicable, any limited warranty.

2. Security Interest. To secure all obligations and liabilities of Debtor to Creditor under this Agreement and any extensions, renewals or modifications, Debtor grants to Creditor a purchase money security interest in the collateral, including the heat pump(s) and/or other items, described in the attached exhibit, and all parts, accessories and replacements to such heat pump(s) and/or other items and all proceeds thereof (the "Collateral").

Sections 3, 4, 5, 6, 7 and 8 on the reverse side are a part of this Agreement.

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Signed this 4 day of January, 19 96

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Debtor:

- Debtors:

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 7-9-106(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 18th Street Birmingham, Alabama 35291 Attention: Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="font-size: 2em; transform: rotate(-90deg); position: absolute; right: 0; top: 0;"> 1996-02078 INST # 1996-02078 01:00 PM CERTIFIED 09:57 AM SHELBY COUNTY JUDGE OF PROBATE 03 MCO </div>
2. Name and Address of Debtor (Last Name First if a Person) Smith, Basil and Diane 1007 Highway 13 Helena, AL 35080 Social Security/Tax ID # _____		<div style="text-align: center;"> Inst # 1999-11967 03/23/1999-11967 08:03 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 CRH .00 </div>
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) Alabama Power Company 600 North 18th Street Birmingham, Alabama 35291 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="display: flex; justify-content: space-between;"> <div> 500 600 </div> <div> _____ _____ _____ _____ _____ _____ _____ _____ </div> </div>
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. <div style="display: flex; justify-content: space-between;"> <div> Carrier Heat Pump Outdoor M# 38YCB048-3 S# 4595E03192 Indoor M# FB4ANF048000 S# 4595A02902 </div> <div> For value received, Debtor hereby grants a security interest to Secured Party in the foregoing collateral. Record Owner of Property: </div> </div>		
Check X if covered <input 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 \$ 3400.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, 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 Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)
Signature(s) of Debtor(s) Signature(s) of Debtor(s) Basil and Dianne Smith Type Name of Individual or Business		
Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Alabama Power Company Type Name of Individual or Business		