

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: <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  <div style="text-align: center;">Inst # 1999-17302</div> <div style="text-align: center;">04/23/1999-17302 03:52 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 26.10 003 MMS</div>	
2. Name and Address of Debtor (Last Name First if a Person)  Charles W. Smith 808 Independence Dr. Helena AL 35007  Social Security/Tax ID # _____				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Lois Smith 808 Independence Dr. Helena AL 35007  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 # _____			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
<input type="checkbox"/> 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. 1 Trane Heat Pump M# TWR042C100B2 S# N062 P2JC F 1 Trane Heat Strip M# BAYHTR 1410 S# P081 PAL BD 1 Trane Air Handler M# TWE042C140B1 S# M193PK51V  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: <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 \$ <u>5334</u> 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 Debtor(s)  Charles W. Smith Lois Smith			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
Type Name of Individual or Business			Type Name of Individual or Business	
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama				

## SEND TAX NOTICE TO:

Charles W. Smith

808 Independence Drive

Alabaster, Alabama 35007

THIS INSTRUMENT PREPARED BY:  
 Claude McCain Moncus, Esq.  
 CORLEY, MONCUS & WARD, P.C.  
 400 Shades Creek Parkway, #100  
 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 Nineteen Thousand Nine Hundred and No/100 Dollars (\$ 19,900.00) to the undersigned Grantees in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, Lee Gardner and Steven Gardner, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and convey unto Charles W. Smith and wife, Leila Smith (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 33, according to the Survey of Valley Forge, as recorded in Map Book 6, Page 60, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$ 122,298.00 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 covered 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 Cendant Mobility Services, Inc. ("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 (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender

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Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 31<sup>st</sup> day of March, 1998.

Lee Gardner (Seal)  
Lee Gardner

Steven Gardner (SEAL)  
Steven Gardner

State of Alabama  
Shelby County

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Lee Gardner and Steven Gardner, husband & wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 31<sup>st</sup> day of March, 1998.

Sheldon Stearns  
Notary Public

(SEAL)

My commission expires: 4-21-00

**Instructions to Notary:** This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

Revised 7/98 01000-01079

Inst # 1998-38996

10/06/1998-38996  
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