

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.**

**Important: Read Instructions on Back Before Filing out Form.**

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).  
 No. of Additional Sheets Presented: 1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Return copy or recorded original to:  
**Alabama Power Company**  
**600 North 18th Street**  
**Birmingham, Alabama 35291**  
 Attention:

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office

Pre-paid Acct. # \_\_\_\_\_  
 Name and Address of Debtor (Last Name First if a Person)

**Ray, James L. III**  
**7414 Highway 145**  
**Nilsonville, AL 35186**  
 Social Security/Tax ID # \_\_\_\_\_

Inst # 1999-22576  
 05/28/1999-22576  
 02:47 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 002 MWS 27.35

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

**Ray, Charlene F.**  
**7414 Highway 145**  
**Nilsonville, AL 35186**  
 Social Security/Tax ID # \_\_\_\_\_

Additional debtors on attached UCC-E

B. 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.

Armstrong heat pump: M# SHPI3A6DA S# 8498J17396  
 Armstrong coil: M# CAM61A S# 6098F37393  
 Armstrong air handler: M# MB20CA-1 S# SD97F10677  
 Armstrong heat strips: M# ANSA15A-1 S# 5598F95386

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

500	---
600	---
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For value received, Debtor hereby grants a security interest to Secured Party in the foregoing collateral.

**Record Owner of Property:** **James L. Ray + Charlene F. Ray** **Cross Index in Real Estate Records**

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 \$ 6850.00  
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A

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)

**James L. Ray**  
 Signature(s) of Debtor(s)

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

Type Name of Individual or Business

This instrument was prepared by

(Name) James L. Ray Jr.  
(Address) Columbiana, Alabama

Jefferson Land Title Service Co., Inc.  
Mississippi Valley Title Insurance Company

3651

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS,  
Shelby } COUNTY

That in consideration of One Dollar and other consideration DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEE herein, the receipt whereof is acknowledged, we,  
James L. Ray, Jr. and wife, Vivian W. Ray

(herein referred to as grantors) do grant, bargain, sell and convey unto  
James L. Ray, III, and wife, Charlene P. Ray

(herein referred to as GRANTEES) for and during their joint lives and upon the death of either of them, then to the survivor  
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated

Shelby County, Alabama to-wit:  
Commence at the Northwest corner, Section 23, Township 21 South, Range 1 East, thence N 87° 25' E (magnetic bearing) for a distance of 1960.0 feet to a point; thence turn an angle of 87° 25' to the right and proceed South 5° 12' East (MB) for a distance of 72.00 feet to a point (iron pin); thence turn an angle of 19° 33' to the left and proceed S 24° 50' East (MB) for a distance of 137.29 feet to a point; thence turn an angle of 70° 0' to the left and proceed E 65° 10' E (MB) for a distance of 30.01 feet to a point (iron pin), being the point of beginning of the parcel of land herein described; thence turn an angle of 13° 0' to the right (from the N 55° 10' E line extended) and proceed N 53° 10' E (MB) for a distance of 470.67 feet to the point of intersection with the Alabama Power Company 397 foot elevation contour (iron pin); thence proceed in a Northwesterly direction along the said 397 foot elevation contour for a distance of 155 feet, more or less, to a point (being on the North boundary of an old county road, the North boundary of which is in the SW 1/4 of Sect. 14, T21S, R1E); thence proceed South 88° 29' 30" W (MB) for a distance of 42.0 feet to a point, being an iron pin with an elevation of 399.4; thence continue S 88° 29' 30" W (MB) for a distance of 433.24 feet, along said North boundary of old county road, to a point, iron pin; thence turn an angle of 1° 11' to the left and proceed S 87° 13' 30" W (MB) for a distance of 201.10 feet to the point of intersection with the East Right Of Way Line of State Highway #145; thence S 11° 34' W (MB) along the said East R.O.W. Line of S.H. #145 for a distance of 30.95 feet to a point; thence turn an angle of 104° 15' 30" to the left and proceed N 87° 13' 30" E (MB) for a distance of 280.23 feet to a point; thence turn an angle of 67° 51' 30" to the right and proceed S 24° 50' E (MB) for a distance of 163.21 feet to the point of beginning.  
Said parcel of land is located in the NW 1/4 of Section 23, & in the SW 1/4 of Section 14, T21S, R1E. Said parcel contains 2.1 acres, more or less. Quit claim deed to old county road that was permanently blocked by Lay Lake reservoir is recorded in Book 252, Page 125, Probate Office, Columbiana, Alabama.

TO HAVE AND TO HOLD to the said GRANTEES for and during their joint lives and upon the death of either of them to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, 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 GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have herewith set our hand(s) and seal(s), this 23

BOOK 297 816  
MARCH 27 1976  
WITNESSES:  
Blair J. ...

(Seal) James L. Ray Jr.  
(Seal) Vivian W. Ray  
(Seal)

STATE OF ALABAMA  
Shelby COUNTY

General Acknowledgment

Adell J. Edmondson, a Notary Public in and for said County, in said State,  
James L. Ray, Jr. & Vivian W. Ray are known to me, acknowledged before me  
they executed the same voluntarily  
being informed of the contents of the conveyance

Adell J. Edmondson  
Notary Public  
23 day of March A. D. 1976

05/28/1999-22576  
02:47 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
002 HNS 27.35

04-30-1999 09:1894

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Inst # 1999-22576