

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: 2

The 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. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Debra Lewis
311 Fran Drive
Montevallo, AL 35115

Social Security/Tax ID # _____

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

David Gibson
311 Fran Drive
Montevallo, AL 35115

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 # _____

☐ 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.

Heat Pump

mod# 384CC036-3

mod# FA4ANF036010

Ser# S1600E27982

Ser# S1900A53965

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 \$ 4500.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 675.00

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 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

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: 2 of 2

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

1. Return copy or recorded original to:

Joyce Lewis
311 Fran Drive
Montevallo, AL 35115

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

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

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)

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

Heat Pump

mod# 38/CC036-3

mod# FA4ANFO36010

ser# S1600E27982

ser# S1900A53965

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

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 \$ 4500.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 4500.00

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 Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Type Name of Individual or Business

Type Name of Individual or Business

LEASE AND CONTRACT FORM 1001

FURNISHED BY ALABAMA TITLE COMPANY

The State of Alabama,

Shelby County

This lease made this 6th day of April 1997by and between RANOMA LYNN MURKIN, party of the first part
and DEBRA KEMIS, DAVID GIBSON, AND JOYCE LEWIS, as

part tenants

Witnesseth, that the party of the first part does hereby rent and lease unto the party of the second part

the following premises in 311 East Drive, Montevalle, Alabama, 35115
and Legacy described as lot 22, Gadsden Valley Subdivision, 3rd Section
as amended in Map Book 6, page 112, in the Probate Office of Shelby
County, Alabamafor occupation by them as a residence and not otherwise, for and during the term of
24 months, or until from the 6th day of April 1997
to the 1st day of September 1995

In Consideration thereof, The party of the second part agrees to pay to the party of the first part the sum of \$3,000.00

(plus interest on future payments of present mortgage and other payments) of which sum \$3,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$3,000.00 and

is to be paid in 24 payments of \$125.00 per month, beginning on August 1, 1995, with each State Mortgage as amended in the Probate Office of
Shelby County, AL

each payment to be made bearing legal interest, payable at the office of the probate court, SHERRILL, on the

1st day of each month, during said term, in advance, being at the rate of 8% per annum. And should the
party of the second part fail to pay the rent as they become due, or otherwise, or violate any other condition of this Lease,
the said party of the first part shall then have the right, at their option, to re-enter the premises and amend this Lease. And in
order to enforce the party of the first part to re-enter, it shall not be necessary to give notice of the rent being due and on-
paid, or to make any demand for the same, the execution of this Lease signed by the said parties of the first and second part,
which execution is hereby acknowledged, being sufficient notice of the rent being due and the demand for the same, and shall
be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply
with all the laws in regard to mortgages, as far as the premises hereby leased are concerned, and by so doing, the party of
the first part shall be relieved, and it shall be no violation of property, or allow the same to be done, but to take good care of the
same, and in accordance with the provisions of this Lease without the written consent of the party of the first part, how-
ever understood, and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like
good order as at the commencement of said term, natural wear and tear excepted.In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of
this Lease by the party of the second part, the party of the second part hereby agrees that they shall be taxed with said
attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part
prompt payment of said rent as herein stipulated, or any damage that party of the first part may suffer either by failure to
surrender quiet and peaceable possession of said premises, or otherwise, or for any damage whatsoever, may be awarded said
party of the first part under this contract, the said party of the second part hereby waives all right which they may
have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second
part exempted from levy and sale, or other legal process.The party of the second part agrees to pay all taxes on the above described property during said term as the same become
due and also agrees to pay all assessments for water and sewerage improvements, should any be made against said property.
It is understood and agreed that at the end of said term if the party of the second part has complied with each and all con-
ditions of this Lease, then the party of the first part agrees that the rent paid under this Lease shall be considered a payment
for said property, and the party of the first part shall make and execute a deed of conveyance, conveying said property to the
party of the second part.It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due,
becomes as much as two months in arrears during the first year of the term of this Lease, or as much as three months in
arrears on each payment as any time thereafter, or should fail to pay the taxes on the said property when the same become
due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party
of the second part forfeits his right to a conveyance of said property, and all money paid by the party of the second part
under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be
liable to the party of the first part for a rental for the full term of said Lease, and the provisions herein that the rent paid
under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed
with a warranty of title conveying said property to the party of the second part, shall be a nullity and of no force or effect,
and the failure of the party of the second part to comply with any of the conditions of this instrument shall have the effect
of the said provision a nullity, and make the said party of the second part a tenant under this instrument, without any rights
except the rights of a tenant without any title or estate whatsoever upon the part of the party of the first part.It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire
to pay off the remaining monthly payments, so named herein, they may do so, and the party of the first part shall be bound
to receive the same, and to execute a deed of conveyance, conveying said property to the party of the second part, and toIN TESTIMONY WHEREOF We have set our hands and seals this 6th day of April 1997

day of May 1997

Subscribed and sworn to before me this 6th day of April 1997Ranoma Lynn Murkin
Debra Kemis
David Gibson
Joyce Lewis

Inst. 2000-21241

10:15 AM CERTIFIED

SHELLY COUNTY, ALABAMA

06/22/2000-21241

Inst # 2000-21241

06/26/2000-21241

10:15 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 NMB 17.75

Inst # 2000-35384

10/10/2000-35384
03:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NMB 24.75

STATE OF Alabama

General Acknowledgement

Jefferson County

I, the undersigned,

Kinda A. Miller

a Notary Public in and for said County in said State,

hereby certify that Debra J. Davis and William David Gibson

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 conveyance, they executed the same voluntarily on the day the same were done.

Given under my hand and official seal this 24 day of

May 1997

Kinda A. Miller

Notary Public

STATE OF
COUNTY OF

Corporate Acknowledgement

I, the undersigned,

President of

a Notary Public in and for said County, in

said State, hereby certify that _____, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

Lease Sale Contract

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Page 1

Term of Sale

Monthly Payments

Expenses

Selling

This Form Provided by

ALABAMA TITLE CO., INC.

815 North 27th Street

Birmingham, Alabama

Agents for

LOUISVILLE TITLE INSURANCE CO.