

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:	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 Inst # 2000-37363 10/27/2000-37363 02:49 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.25 002 MEL	
2. Name and Address of Debtor (Last Name First if a Person) Diana L. Kramer 189 Brookhollow Dr. Pelham, AL 35124 Social Security/Tax ID #				
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 #			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. Installed 2 1/2 ton Trane heat pump ODU. Md# TWR030C100A5 Sr# R07284WHF 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				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 500 600 _____ _____ _____ _____ _____ _____				
6. Check X if covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. 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 \$ 1500.00 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 Debtor(s) Diana L. Kramer			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	
Type Name of Individual or Business			Signature(s) of Secured Party(ies) or Assignee	
(1) FILING OFFICER COPY — ALPHABETICAL (2) FILING OFFICER COPY — NUMERICAL			Type Name of Individual or Business	
(3) FILING OFFICER COPY — ACKNOWLEDGEMENT (4) FILE COPY — SECOND PAGE				

This Instrument Was Prepared By:
DICKERSON & MORSE
 Attorneys-at-Law
 214 Lorna Square
 Birmingham, Alabama 35216

STATE OF ALABAMA
COUNTY OF SHELBY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS (US\$108,500.00) Dollars to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, Michael Wayne O'Steen and wife, Ginger Kimbrough O'Steen, (hereinafter referred to as GRANTORS), do hereby grant, bargain, sell and convey unto Diana L. Kramer, an unmarried person, (hereinafter referred to as GRANTEE), the following described real estate situated in the County of Shelby and State of Alabama, to-wit:

Lot 66, according to the Survey of Brackhollow Second Sector, as recorded in map Book 17, Page 141, in the Probate Office of Shelby County, Alabama.

Note: \$86,000.00 of the above purchase price is in the form of a Mortgage in favor of Countrywide Home Loans, Inc. executed and recorded simultaneously herewith.

This conveyance is hereby made subject to restrictions, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD all and singular, the above mentioned and described premises, together with the appurtenances, unto the said GRANTEE, her heirs and assigns forever. And said GRANTOR do for themselves, their heirs and assigns, covenant with the said GRANTEE, her heirs and assigns, that they are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that she is entitled to the immediate possession thereof; that they have a good right to sell and convey the same as aforesaid; that they will and their heirs and assigns shall, warrant and defend the same to the said GRANTEE, her heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23rd day of SEPTEMBER, 1996.

Michael Wayne O'Steen
 Michael Wayne O'Steen

Ginger Kimbrough O'Steen
 Ginger Kimbrough O'Steen

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Wayne O'Steen and wife, Ginger Kimbrough O'Steen, 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 bears date.

Given under my hand and official seal this the 23 day of SEPTEMBER, 1996.

Erving M. M...
 Notary Public

My Commission Expires: 9/10/00

Inst # 1996-33331

10/07/1996-33331
 01:40 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 001 REC 20.50

Inst # 1996-33331

Inst # 2000-37363

10/27/2000-37363
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 SHELBY COUNTY JUDGE OF PROBATE
 002 REC 18.25