

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM:  
American Printing Co.  
(205) 942-3930

☐ 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. #

2. Name and Address of Debtor

(Last Name First if a Person)

Fred, Darwin D. & Janet A.  
49 Arbour Lane  
Calera, AL 35040

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)

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.

Lennox

M# PHP12B60 S# 8401E31521

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

500  
600

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 \$

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

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

This Instrument Was Prepared By:  
 Dickerson Morse & Yost, P. C.  
 1920 Valleydale Road  
 Birmingham, Alabama 35244

Send Tax Notice to:  
 Darvin D. Fred  
 49 Arbor Lane  
 Calera, Alabama 35040

STATE OF ALABAMA  
 COUNTY OF SHELBY

**WARRANTY DEED JOINTLY FOR LIFE  
 WITH REMAINDER TO SURVIVOR**

KNOW ALL MEN BY THESE PRESENTS, That in consideration of other good and valuable considerations and the sum of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) to the undersigned GRANTORS in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, Dale Fred and Mariene Fred, husband and wife (hereinafter referred to as GRANTORS), do hereby grant, bargain, sell and convey unto Darvin D. Fred and Janet A. Fred, husband and wife (hereinafter referred to as GRANTEE), 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 in the County of Shelby and State of Alabama, to-wit:

Begin at the Northwest corner of the NE 1/4 of the NW 1/4 of Section 8, Township 22 South, Range 2 West, thence proceed East, along the North line of said 1/4 1/4 Section, for a distance of 840.00 feet; thence turn a deflection angle of 89 degrees 43 minutes 47 seconds to the right and proceed for a distance of 315.00 feet; thence turn a deflection angle of 90 degrees 16 minutes 13 seconds to the right and proceed for a distance of 320.53 feet; thence turn a deflection angle of 89 degrees 05 minutes 40 seconds to the left and proceed for a distance of 62.00 feet; thence turn a deflection angle of 89 degrees 05 minutes 48 seconds to the right and proceed for a distance of 111.20 feet; thence turn a deflection angle of 85 degrees 42 minutes 15 seconds to the left and proceed for a distance of 124.35 feet; thence turn a deflection angle of 82 degrees 43 minutes 02 seconds to the left and proceed for a distance of 189.06 feet; thence turn a deflection angle of 88 degrees 25 minutes 17 seconds to the right and proceed for a distance of 391.00 feet, to the West line of said 1/4 -1/4 Section; thence turn a deflection angle of 89 degrees 43 minutes 47 seconds to the right and proceed North, along West line of said 1/4 1/4 Section for a distance of 690.00 feet, to the point of beginning.

Note: \$125,000.00 of the above purchase price is in the form of a mortgage in favor of Dale Fred and Mariene Fred, executed and recorded simultaneously herewith.

Note: This deed was prepared without the benefit of a title search.

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

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining in fee simple.

TO HAVE AND TO HOLD the same unto GRANTEE for and during their joint lives and upon the death of either of them, then 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 said GRANTORS do for themselves, their successors and assigns covenant with the said GRANTEE, their heirs and assigns, that GRANTORS are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that they are entitled to the immediate possession thereof; that GRANTORS have a good right to sell and convey the same as aforesaid; that GRANTORS will and their heirs and assigns shall, warrant and defend the same to the said GRANTEE, their 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 24 day of February, 1999.

Dale Fred  
 Dale Fred  
Mariene Fred  
 Mariene Fred

STATE OF COLORADO  
 COUNTY OF Weld

I, the undersigned, a notary public in and for said county in said state, hereby certify that Dale Fred and Mariene Fred, husband and 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 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24 day of February, 1999.

Sally Roth  
 Notary Public

My Commission Expires: 5-8-2002

03/02/1999-08724  
 09:08 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 001 MB 9.38

Inst # 2001-29193-1 • 1999-08724

07/13/2001-29193  
 02:05 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 30.35 MB 002