

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

ALABAMA POWER COMPANY  
ATTN: ROD NOWLIN  
P O BOX 129  
ANNISTON AL 36201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

GLAZE

FIRST NAME

CHARLES

MIDDLE NAME

E

SUFFIX

1c. MAILING ADDRESS

261 MEADOW LANE

CITY

HARPERSVILLE

STATE

AL

POSTAL CODE

35078

COUNTRY

USA

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

GLAZE

FIRST NAME

SUSAN

MIDDLE NAME

B

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

ALABAMA POWER COMPANY

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P O BOX 129

CITY

ANNISTON

STATE

AL

POSTAL CODE

36201

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

4 TON AMANA HEAT PUMP  
MODEL# RHA48B2D  
SERIAL# 0204146254

\$5300.00

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING  
6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

GLAZE

CHARLES

E

## 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

GLAZE

SUSAN

B

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

## 12. ☐ ADDITIONAL SECURED PARTY'S ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

SEE ATTACHED DEED.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

SUSAN B. GLAZE  
261 MEADOW LANE  
HARPERSVILLE AL 35078

17. Check only if applicable and check only one box.

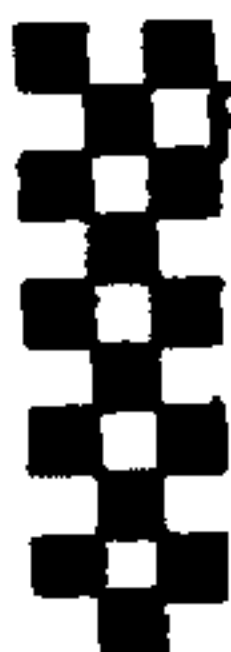
Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years



Apr. 8. 2003 12:52PM  
PR-05-CEN W-01 FRI-1

No. 3602 P. 2  
TO: 12056690508 P. 1/2

This instrument was prepared by and return copy to:

ROYCE WILKS  
P.O. Box 347  
121 6th Ave, S.W.  
Chattanooga, AL 35644

STATE OF ALABAMA )

COUNTY OF SHELBY )

**OWNER'S CONSENT AND SUBORDINATION AGREEMENT**  
(Conditional Sales)

THIS CONSENT AND SUBORDINATION (the "Subordination") is being executed this 8<sup>th</sup> day of APRIL 2003 by Hewitt L. Conwill ("Lienholder," whether one or more).

✓ WHEREAS, under a certain bond-for-title, contract-for-deed, lease-purchase agreement or other dated March 24<sup>th</sup>, 2003 for the purchase of real property between Lienholder and Charles E. Glaze ("Debtor," whether one or more), Lienholder has an interest and/or lien in and upon the following described real property (the "Property"):

**See Attached**

The Property is in the possession of Debtor pursuant to that bond-for-title, contract-for-deed, lease-purchase agreement or other conditional sales contract between Lienholder and Debtor.

WHEREAS, Debtor has requested Alabama Power Company ("APCO") to provide purchase money financing for one or more heat pump(s) and related improvements, which Debtor intends to place in and/or near a house located on the Property.

WHEREAS, APCO is willing to provide Debtor with purchase money financing for the Heat Pump upon the condition (among others) that Lienholder execute this Subordination in order to consent to the placement of the Heat Pump on the Property and in order for Lienholder to subordinate any interest and/or lien which it may have on the above-described Heat Pump to the security interest of APCO.

**Agreement**

NOW, THEREFORE, intending to be legally bound and for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lienholder hereby covenants and agrees as follows:

1. Lienholder hereby consents to the installation of the Heat Pump on the Property and hereby agrees that any and all right, title, claim, lien and interest of the Lienholder in and to the Heat Pump, including but not limited to that arising by reason of a certain bond-for-title, lease-purchase agreement or other contract-for-deed, shall be and hereby subordinate in lien, priority and distribution to the interest and lien of APCO in such Heat Pump.
2. APCO's security interest in the Heat Pump shall be superior to and exclusive of any rights, title, liens and interests in favor of Lienholder.
3. Lienholder hereby further agrees not to take any action of any kind to possess, repossess, foreclose upon, dispose of or otherwise realize upon the Heat Pump without prior written notice to APCO.
4. Lienholder agrees that APCO may at any time, regardless of whether Debtor or Lienholder is in possession of the Property, enter the Property for such reasonable periods of time as are required for the purpose of preserving, collecting or liquidating its security interests and such other purposes as are reasonably incident to such procedures and shall be allowed to remove all or part of the Heat Pump from the Property and/or store for a reasonable period of time all or part of the Heat Pump on the Property, without obligation or liability to Lienholder.
5. This Subordination may not be amended, changed, or modified, waived or terminated except by written instrument signed by both APCO and Lienholder.
6. This Subordination and all of the terms, conditions and provisions hereof shall be binding upon and inure to the benefit of APCO and Lienholder and their respective successors and assigns.
7. This Subordination is a continuing Subordination and shall remain in full force and effect until such time as all indebtedness of Debtor to APCO, or its successors and assigns, for the Heat Pump, including principal, interest and other lawful charges, is paid in full and is not subject to being rescinded or set aside.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first above stated.

✓ LIENHOLDERS:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF )

COUNTY OF )

I, Eva D. Mooney, a Notary Public in and for said County in said State, hereby certify that  
H. L. Conwill, whose name is signed to the foregoing instrument and who is known to me, acknowledged before  
me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the 8<sup>th</sup> day of April, 2003

Eva D. Mooney  
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11-22-05



**LEASE PURCHASE AGREEMENT****STATE OF ALABAMA  
COUNTY OF SHELBY**

This lease, made this 24<sup>th</sup> day of March, 2003 by and between HEWITT L. CONWILL, party of the first part and CHARLES E. GLAZE and wife, SUSAN GLAZE party of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in Shelby County, Alabama:

**Parcel 1:**

The North 1/2 of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 2 East.

LESS AND EXCEPT 2.5 acres previously leased by Arnold L. Kirkland and wife, Cynthia L. Kirkland to Sprint Spectrum LP by instrument dated September 9, 1996 as shown by Inst. No. 1997-39055 in the Probate Office of Shelby County, Alabama.

**Parcel 2:**

A parcel of land being and lying in the NE 1/4 of the SE 1/4, Section 1, Township 20 South, Range 2 East, being described as follows:  
Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 2 East; thence in a Northerly direction along the West boundary of said forty 728 feet for a point of beginning of the land hereby conveyed; thence in a Northerly direction along said West boundary of said forty 288 feet; thence East 82 feet, more or less, to the West boundary of a farm to market road; thence in a Southerly direction along the West boundary of said road 288 feet, more or less, to the Northeast corner of Lot belonging to James Clyde Sumners and his wife, Virginia Ann Sumners; thence West 82 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

**LESS AND EXCEPT THE FOLLOWING:**

Begin at the Southwest corner of the NE 1/4 of SE 1/4, Section 1, Township 20 South, Range 2 East; thence run in a Northerly direction along the West line of said 1/4 - 1/4 Section a distance of 728 feet to the point of beginning of the property herein described; thence continue North along the West line of said 1/4 - 1/4 Section 25 feet to a point; thence run East, parallel to the South line of said 1/4 - 1/4 Section 82 feet, more or less, to the West line of Shelby County Highway No. 85; thence run in a Southerly direction along the West line of said Highway No. 85 a distance of 25 feet to a point; thence turn West, parallel to the South line of said

1/4 - 1/4 82 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

for occupation by Charles E. Glaze and wife, Susan Glaze for and during the term of 40 years to-wit: from the 24th day of March, 2003 to the 23rd day of March, 2043.

This instrument replaces and voids the Lease Purchase Agreement dated September 6, 2000 between Hewitt L. Conwill and Charles E. Glaze on Parcel # 2.

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay to the party of the first part the sum of One Hundred Eighty-five Thousand Eight Hundred forty-four DOLLARS (\$185,844.00) divided into 480 monthly payments of \$1,626.00 each evidenced by notes bearing legal interest, payable at Columbiana, Alabama on the 30th day of each month, during said term, in advance, being at the rate of 9% per annum. Beginning March 30, 2003.

IT IS UNDERSTOOD AND AGREED that Lessor agrees to accept \$1400.00 per month in payment and the \$226.27 not being paid as required by said Lease will be adjusted at the time the Lessee makes a substantial payment on the principal.

IT IS FURTHER UNDERSTOOD AND AGREED that the Lessor shall pay the taxes and insurance on said property as they become due.

And should the party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right at his option, to re-enter the premises and annul this Lease. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demands 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 rents being due and the demand for 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 nuisance in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, hereon endorsed 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 condition of this Lease by the party of the second part, the party of the second part hereby agree 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 payments of said rents 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, as aforesaid, or for any damage whatever, 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 of

the Law 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 assessments for government 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 conditions 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 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, and becomes as much as two months in arrears during the first year of existence of this Lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to comply with any condition or requirement herein, then on the happenings of any such event the party of the second part forfeits his rights to a conveyance of said property, and the party of the second part shall be liable to the party of the first part as a tenant 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 *ipso facto* render the said provisions a nullity, and make the said party of the second part a lessee under this instrument, without any rights whatever except the rights of lessee without any notice or action whatever 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, as named herein they shall have the right to do so, and shall be entitled to a rebate on such advance payments of all unearned interest, it being intended that only the earned interest shall be collected.

IN TESTIMONY WHEREOF We have hereunto set our hands and seals in duplicate this 24<sup>th</sup> day of March, 2003.

Hewitt L. Conwill  
Hewitt L. Conwill

Charles E. Glaze  
Charles E. Glaze  
Susan Glaze  
Susan Glaze



2003031100014000 Pg 1/2 10.00  
Shelby Cnty Judge of Probate, AL  
03/11/2003 15:21:00 FILED/CERTIFIED

This instrument was prepared by:

CONWILL & JUSTICE  
P. O. Box 557  
Columbiana, Alabama 35051

**WARRANTY DEED**

STATE OF ALABAMA

KNOW ALL MEN BY THESE PRESENTS

SHELBY COUNTY

That in consideration of \$1,000.00 and other good and valuable consideration to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, **ARNOLD L. KIRKLAND** and wife, **CYNTHIA KIRKLAND** (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto **HEWITT L. CONWILL** (herein referred to as grantee, whether one or more), the following described real estate, situated in **SHELBY COUNTY, ALABAMA**, to-wit:

The North 1/2 of the NW 1/4 of the SE 1/4 of Section 1, Section 1, Township 20 South, Range 2 East.

LESS AND EXCEPT the following described parcel:

From a 1/2" pipe accepted as the NE corner of the NW 1/4 of SE 1/4 of Section 1, Township 20 South, Range 2 East, run thence West along the accepted North boundary of said NW 1/4 of SE 1/4 a distance of 1326.86 feet to a 3/4" rebar accepted as the NW corner of said NW 1/4 of SE 1/4; thence turn 89 deg. 25 min. 26 sec. left and run 49.73 feet along an accepted segment of the West boundary of said NW 1/4 of SE 1/4 to a 1/2" rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along an accepted segment of the West boundary of said NW 1/4 of SE 1/4 a distance of 415.00 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. left and run 61.95 feet to a 1/2" rebar; thence turn 40 deg. 03 min. 50 sec. left and run 196.45 feet to a 1/2" rebar; thence turn 30 deg. 08 min. 14 sec. Right and run 102.39 feet to a 1/2" rebar; thence turn 08 deg. 16 min. 32 sec. right and run 64.85 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. left and run 94.60 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. right and run 78.77 feet to a 1/2" rebar; thence turn 16 deg. 54 min. 48 sec. right and run 115.18 feet to a 1/2" rebar in the center of Meadow Lane; thence turn 89 deg. 54 min. 50 sec. left and run 40.00 feet along said lane centerline to a 1/2" rebar; thence turn



1326.86 feet to a 3/4" rebar accepted as the NW corner of said NW 1/4 of SE 1/4; thence turn 89 deg. 25 min. 26 sec. left and run 49.73 feet along an accepted segment of the West boundary of said NW 1/4 of SE 1/4 to a 1/2" rebar, being the point of beginning of herein described parcel of land; thence continue along said course and along an accepted segment of the West boundary of said NW 1/4 of SE 1/4 a distance of 415.00 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. left and run 61.95 feet to a 1/2" rebar; thence turn 40 deg. 03 min. 50 sec. left and run 196.45 feet to a 1/2" rebar; thence turn 30 deg. 08 min. 14 sec. Right and run 102.39 feet to a 1/2" rebar; thence turn 08 deg. 16 min. 32 sec. right and run 64.85 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. left and run 94.60 feet to a 1/2" rebar; thence turn 90 deg. 00 min. 00 sec. right and run 78.77 feet to a 1/2" rebar; thence turn 16 deg. 54 min. 48 sec. right and run 115.18 feet to a 1/2" rebar in the center of Meadow Lane; thence turn 89 deg. 54 min. 50 sec. left and run 40.00 feet along said lane centerline to a 1/2" rebar; thence turn 90 deg. 05 min. 10 sec. left and run 121.18 feet to a 1/2" rebar; thence turn 16 deg. 54 min. 48 sec. left and run 84.71 feet to a 1/2" rebar; thence turn 23 deg. 25 min. 43 sec. right and run 362.52 feet to a 1/2" rebar; thence turn 21. deg. 46 min. 39 sec. left and run 37.45 feet to the point of beginning of herein described parcel of land. Containing 2.50 acres, situated in the N 1/2 of NW 1/4 of SE 1/4 of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama.

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And we do, for ourselves and for our heirs, executors and administrators, covenant with

20030311000140000 Pg 2/2 15.00  
Shelby Cnty Judge of Probate, AL  
03/11/2003 15:21:00 FILED/CERTIFIED

said grantee, his, her or their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that we have a good right to sell and convey the same as aforesaid; that we will, and our heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

11<sup>th</sup> day of March, 2003.

Arnold L. Kirkland (Seal)  
Arnold L. Kirkland

Cynthia Kirkland (Seal)  
Cynthia Kirkland

State of Alabama

General Acknowledgment

Shelby County

20030417000234930 Pg 10/10 54.95  
Shelby Cnty Judge of Probate, AL  
04/17/2003 13:24:00 FILED/CERTIFIED

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Arnold L. Kirkland and wife, Cynthia Kirkland, 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 11<sup>th</sup> day of March, 2003.

Eva D. Mooney  
Notary Public