

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		FIRST NAME	MIDDLE NAME	SUFFIX	
	Lemons		Sheryl	O		
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1818 Highway 57			Vincent	AL	35178	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		
				<input type="checkbox"/> 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		FIRST NAME	MIDDLE NAME	SUFFIX	
	Lemons		Gerald	W		
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1818 Highway 57			Vincent	AL	35178	USA
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		
				<input type="checkbox"/> 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		FIRST NAME	MIDDLE NAME	SUFFIX	
	Alabama Power Company					
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
P O Box 129			Anniston	AL	36201	USA

4. This FINANCING STATEMENT covers the following collateral:

(1) 3.5 ton Trane Heatpump
model # WCY042G100BB serial # 41243LP1H
model # BAYHTRN112AB serial # 4051XWACD

\$6,419.00

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

SEND TAX NOTICE TO:

Sheryl O. Lemons
1818 Highway 57
Vincent, Alabama 35178

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
 CORLEY, MONCUS & WARD, P.C.
 400 Shades Creek Parkway, #100
 Birmingham, Alabama 35209
 (205) 672-8858

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
 County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of _____

One Hundred Five Thousand and No/100 Dollars

(\$ 105,000.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, John A. Fineno and Rosanne S. Fineno, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and convey unto Sheryl O. Lemons and husband Gerald V. Lemons (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

A parcel of land in the NW 1/4 of the NW 1/4 of Section 28, and in the SW 1/4 of the SW 1/4 of Section 23, Township 18 South, Range 2 East, Shelby County, Alabama; described as follows: Begin at the Northeast corner of the NW 1/4 of the NW 1/4 of Section 28, thence run South along the East 1/4-1/4 line 550.00 feet, thence North 87 degrees 23 minutes 00 seconds West 925.87 feet to a point on the east right of way of Shelby County, Alabama Highway #57, thence run North 29 degrees 31 minutes 00 seconds East 804.84 feet along a chord on a curve of said highway, thence run North 04 degrees 51 minutes 05 seconds East 249.40 feet along a chord on a curve of said highway, thence run North 89 degrees 39 minutes 05 seconds East 820.00 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 23, thence run South 02 degrees 11 minutes 05 seconds West 274.50 feet to the point of beginning. Less and except any part lying within the right of way of Shelby County Highway #57.;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$ 94,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and my heirs, executors and administrators shall, warrant and defend the same

02/02/1999-00297
 03:25 PM CERTIFIED
 SHERIFF JEFF E. HARRIS
 DEED NO. 2,5

Inst. # 1999-00297

to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.

And we do by these presents make, constitute and appoint HFS Mobility Services, Inc. ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 17 day of January, 1998.

John A. Fimeno (Seal)
John A. Fimeno

Rosanne S. Fimeno (SEAL)
Rosanne S. Fimeno

State of Alabama Virginia
Shelby County
Prace Edward

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John A. Fimeno and Rosanne S. Fimeno, husband & 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 foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of January, 1998.

Gay J. [Signature]
Notary Public

(SEAL)

My commission expires: August 31, 2000

Instructions to Notary: This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
	Lemons	Sheryl	O

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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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
				<input type="checkbox"/> NONE

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

OR	12a. ORGANIZATION'S NAME			
	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:

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):

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

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
	Lemons	Sheryl	O

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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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
				<input type="checkbox"/> NONE

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

OR	12a. ORGANIZATION'S NAME			
	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:

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

16. Additional collateral description:

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

SEND TAX NOTICE TO:

Sheryl O. Lemons
181A Highway 57
Vincent, Alabama 35178

THIS INSTRUMENT PREPARED BY:

Claude McCain Moncus, Esq.
 CORLEY, MONCUS & WARD, P.C.
 400 Shades Creek Parkway, #100
 Birmingham, Alabama 35209
 (205) 672-5859

WARRANTY DEED AND LIMITED POWER OF ATTORNEY

State of Alabama
 County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That in consideration of _____

One Hundred Five Thousand and No/100 Dollars

(\$ 105,000.00) to the undersigned Grantors in hand paid by the Grantees, whether one or more, herein, the receipt of which is hereby acknowledged, we, John A. Fimero and Rosanne S. Fimero, husband & wife, (herein referred to as Grantors) do grant, bargain, sell and convey unto Sheryl O. Lemons and husband Gerald H. Lemons (herein referred to as Grantees) as individual owner or as joint tenants, with right of survivorship, if more than one, the following described real estate, situated in the State of Alabama, County of Shelby, to-wit:

A parcel of land in the NW 1/4 of the NW 1/4 of Section 26, and in the SW 1/4 of the SW 1/4 of Section 23, Township 18 South, Range 2 East, Shelby County, Alabama; described as follows: Begin at the Northeast corner of the NW 1/4 of the NW 1/4 of Section 26, thence run South along the East 1/4-1/4 line 550.00 feet, thence North 87 degrees 23 minutes 00 seconds West 925.87 feet to a point on the east right of way of Shelby County, Alabama Highway #57, thence run North 29 degrees 31 minutes 00 seconds East 804.54 feet along a chord on a curve of said highway, thence run North 04 degrees 51 minutes 05 seconds East 249.40 feet along a chord on a curve of said highway, thence run North 89 degrees 39 minutes 05 seconds East 620.00 feet to a point on the East line of the SW 1/4 of the SW 1/4 of said Section 23, thence run South 02 degrees 11 minutes 05 seconds West 274.50 feet to the point of beginning. Less and except any part lying within the right of way of Shelby County Highway #57.;

Subject to existing easements, restrictions, set back lines, rights of ways, limitations, if any, of record.

\$ 94,500.00 of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD unto the said Grantee(s), his/her/their heirs and assigns, forever; it being the intention of the parties to this conveyance, that if more than one Grantee, then to the Grantees as joint tenants with right of survivorship (unless the joint tenancy hereby created is severed or terminated during the joint lives of the Grantee(s) herein) in the event one Grantee herein survives the other, the entire interest in fee simple shall pass to the surviving Grantee and if one does not survive the other, then the heirs and assigns of the Grantees herein shall take as tenants in common.

And we do for ourselves and for our heirs, executors, and administrators covenant with said Grantee(s), his/her/their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and my heirs, executors and administrators shall, warrant and defend the same

02/02/1998-08237
 03:28 PM CERTIFIED
 SALLY GERT MEYER
 DE ID 2.5

Inst # 1998-08237

20040416000198100 Pg 7/7 47.75
 Shelby Cnty Judge of Probate, AL
 04/16/2004 10:30:00 FILED/CERTIFIED

to the said Grantee(s), his/her/their heirs, and assigns forever, against the lawful claims of all persons.

And we do by these presents make, constitute and appoint HPS Mobility Services, Inc. ("Agent") and/or its authorized and designated agents or representatives, as our true and lawful agent and attorney-in-fact to do and perform for us in our name, place and stead, and for our use and benefit, to execute a standard form lien waiver and any and all documents necessary for delivery of this deed and to complete the sale of the property herein described, including but not limited to the HUD-1 Settlement Statement, HUD-1 Certification, Affidavit of Purchaser and Seller, AHFA Bond Forms (Seller Affidavit), Lender Assumption Statements and/or Modification Agreement, Lender Compliance Agreement, and any other documents required for said sale and conveyance. We further give and grant unto our Agent full power and authority to do and perform every act necessary and proper to be done and the exercise of any of the foregoing powers as fully as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our Agent shall lawfully do or cause to be done by virtue hereof. This power of attorney shall not be affected by disability, incompetency or incapacity of Principal, and shall be governed by the laws of the State of Alabama. This power of attorney is coupled with an interest and shall remain in force and effect until delivery of this deed and the sale closed, and shall not be revoked by either of the undersigned prior to said time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 17
 day of January, 1998.

John A. Fimeno (Seal)
 John A. Fimeno

Rosanne S. Fimeno (SEAL)
 Rosanne S. Fimeno

State of Alabama Virginia
 Shelby County
Prarie Edward

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that John A. Fimeno and Rosanne S. Fimeno, husband & 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 foregoing, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of January, 1998.

Gay J. [Signature]
 Notary Public

(SEAL)

My commission expires: August 31, 2000

Instructions to Notary: This form acknowledgement cannot be changed or modified. It must remain as written to comply with Alabama law. The designation of the State and the County can be changed to conform to the place of the taking of the acknowledgement.

SHS Form 9700-000109

Inst # 1998-03297

02/02/1998-03297
 03:28 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 04 03 02:28