

Shelby



20040604000299460 Pg 1/5 40.90
Shelby Cnty Judge of Probate, AL
06/04/2004 12:05:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Cliff Barger (205) 226-1401
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ALABAMA POWER COMPANY 600 N. 18TH STREET BIRMINGHAM, AL 35291

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 Martin		FIRST NAME George	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1071 Mooney Rd		CITY Columbiana	STATE AL	POSTAL CODE 35051	COUNTRY US
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 Martin		FIRST NAME Barbara	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 1071 Mooney Rd		CITY Columbiana	STATE AL	POSTAL CODE 35051	COUNTRY US
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 ALABAMA POWER					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 600 N. 18TH STREET		CITY BIRMINGHAM	STATE AL	POSTAL CODE 35291	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

THE FOLLOWING HEAT PUMP, WHICH WAS INSTALLED AT THE RESIDENCE LOCATED ON THE PROPERTY DESCRIBED IN ITEM 14 OF THIS FINANCING STATEMENT:

BRAND: **DAVNE**

M# **PHK04B-1A**

SH **040278901**

\$ **4593**

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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 [if applicable]	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						

10/

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
Martin	George	

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
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)

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:

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:

Name: George/Barbara Martin
 Address: 1003 Mooney Road
 Columbiana, AL 35051

THIS INSTRUMENT WAS PREPARED BY
 WALLACE, ELLIS, FOWLER & HEAD
 P.O. Box 587
 Columbiana, Alabama 35040

WARRANTY DEED, JOINT WITH RIGHT OF SURVIVORSHIP

Inst # 2002-15594

STATE OF ALABAMA
 SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS,

04/03/2002-15594
 02:00 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 001 CH 11.50

That in consideration of ONE AND NO/100 (\$1.00) DOLLAR and other good and valuable considerations to the undersigned grantors, in hand paid by the grantees herein, the receipt whereof is hereby acknowledged, I, James Michael Bevard and wife, Flora Lynn Bevard, (herein referred to as grantors) do grant, bargain, sell and convey unto George Martin and wife, Barbara Martin, (herein referred to as grantees) as joint tenants, with right of survivorship, the following described real estate situated in Shelby County, Alabama, to-wit:


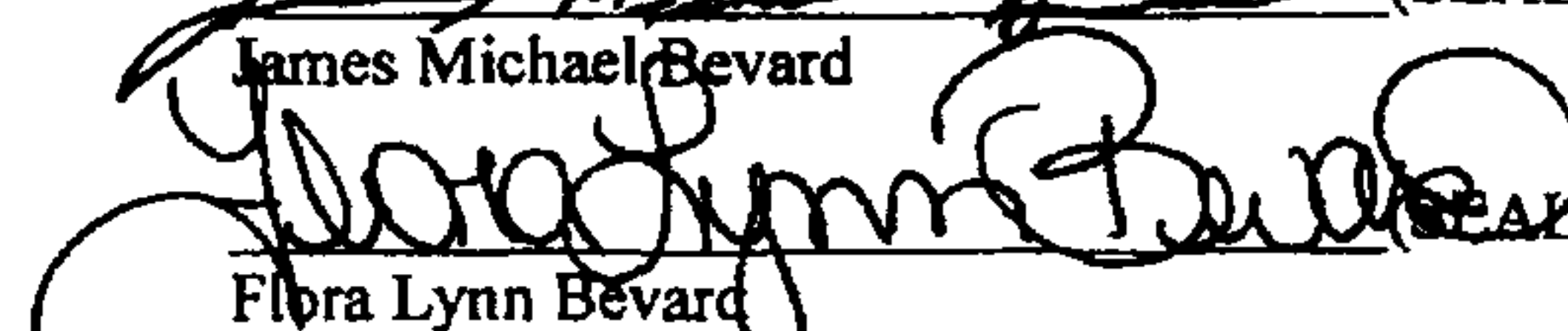
Beginning at the SE corner of Lot 4A of A Resubdivision of Lots 4 & 5, Pebble Creek, as recorded in Map Book 22, Page 154 in the Office of the Judge of Probate of Shelby County, Alabama; thence run North along said property line a distance of 661.09 feet; thence turn an angle of 135 degrees 31 minutes 27 seconds left and run a distance of 354.02 feet; thence turn an angle of 09 degrees 15 minutes 17 seconds left and run a distance of 220.30 feet; thence turn an angle of 93 degrees 52 minutes 39 seconds left to the chord of a curve to the left and run a distance of 439.19 feet along the chord of said curve to the point of beginning. Situated in Shelby County, Alabama.

According to the survey of Rodney Shiflett, Al. Reg. No. 21784, dated February 4, 1999.

TO HAVE AND TO HOLD unto the said grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees 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 the said grantees, 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 our heirs, executors and administrators shall warrant and defend the same to the said grantees, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we, have hereunto set our hands and seals this 8th day of February, 2002.

 (SEAL)
 James Michael Bevard

 Flora Lynn Bevard

STATE OF ALABAMA
 SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that James Michael Bevard and wife, Flora Lynn Bevard, 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 8th day of February, 2002.


 Notary Public

This instrument was prepared by and return copy to:

STATE OF ALABAMA)

COUNTY OF Shelby)

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

THIS CONSENT AND SUBORDINATION (the "Subordination") is being executed this 30 day of May, 2003, by Barbara Martin ("Lienholder," whether one or more).

WHEREAS, under a certain bond-for-title, contract-for-deed, lease-purchase agreement or other dated 5/30, 2003, for the purchase of real property between Lienholder and Lori Bishop ("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.

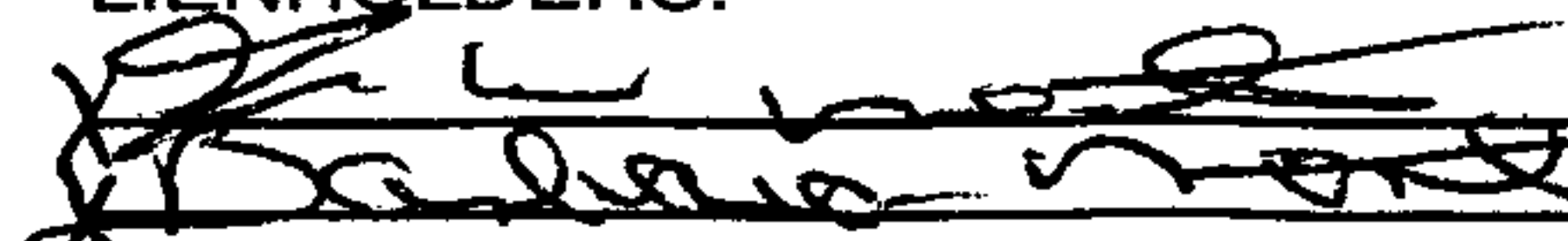
Agreement

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:



STATE OF ALABAMA)

COUNTY OF Shelby

George and
Barbara
Martin

I, Lisa Jones, a Notary Public in and for said County in said State, hereby certify that George and Barbara Martin, 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,
- Select One - executed the same voluntarily.

Given under my hand this the 10 day of May, 2004

[NOTARIAL SEAL]

Lisa Jones
Notary Public

My Commission Expires: 1/29/06

20040604000299460 Pg 5/5 40.90
Shelby Cnty Judge of Probate, AL
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