

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Janice Ruffin (205) 226-1902	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Alabama Power Company 600 North 18th Street Birmingham, Alabama 35203	

20110628000188510 1/4 \$45.00
Shelby Cnty Judge of Probate, AL
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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 Washington		FIRST NAME J.	MIDDLE NAME Norman	SUFFIX Sr.
1c. MAILING ADDRESS 245 Windchase Drive		CITY Birmingham	STATE AL	POSTAL CODE 35242
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 Washington		FIRST NAME Maria	MIDDLE NAME Igal	SUFFIX
2c. MAILING ADDRESS 245 Windchase Drive		CITY Birmingham	STATE AL	POSTAL CODE 35242
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 Company				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 600 North 18th Street		CITY Birmingham	STATE AL	POSTAL CODE 35203
				COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

The following Heat Pump was installed at the residence located on the property described in Item#14 of this financing statement:

Brand: Carrier

Model: 25HBC336A003

Model: 25HBC348A003

Serial: 1611E07003

Serial: 1611E19242

Amount of indebtedness is: \$8,000.00

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 checked="" 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) [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> 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	
Washington	J.	Nelson Jr.	

10. MISCELLANEOUS:



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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
				US
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
				US

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:

The real property described on the attached deed:

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

THIS INSTRUMENT PREPARED BY:
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 290E
Birmingham, AL 35223

SEND TAX NOTICE TO:
J. NORMAN WASHINGTON, JR.
MARIA IQAL WASHINGTON
1904 Winford Place
Birmingham, AL 35244

STATUTORY WARRANTY DEED

STATE OF ALABAMA }
COUNTY OF SHELBY }

KNOW ALL MEN BY THESE PRESENTS, This warranty deed is executed and delivered on the 2nd day of September, 1997, by WINDCHASE DEVELOPMENT CO., INC., an Alabama corporation (hereinafter called "Grantor"), in favor of J. NORMAN WASHINGTON, JR. and MARIA IQAL WASHINGTON, (hereinafter called "Grantee"), as joint tenants with rights of survivorship, in Shelby County, Alabama.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of FORTY-SEVEN THOUSAND FIVE HUNDRED and No/100 Dollars (\$47,500.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents, grant, bargain, sell and convey unto Grantee, the following described real property (the "Property"), situated in Shelby County, Alabama:

Lot 6, according to the survey of Windchase, Givianpour's Addition to Meadow Brook, as recorded in Map Book 18 Page 55 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to:

1. Ad valorem taxes due and library district assessments payable October 1, 1997, and all years thereafter;
2. Fire district dues as and when due and payable;
3. Transmission line permits to Alabama Power Company as shown by instrument recorded in Deed 129 Page 550 in Probate Office.
4. Restrictions, covenants and conditions as set out in instrument recorded in Map Book 18 Page 55 A & B in Probate Office.
5. Encroachment of fence as shown in survey by Kenneth Weygand dated September 9, 1993.
6. Easements, set back lines, covenants, restrictions and conditions as set forth on the Plat for Windchase, Givianpour's Addition to Meadow Brook, as recorded in Map Book 18, Page 55 A and 55 B in the Probate Office of Shelby County, Alabama and as set forth in the Declaration of Protective Covenants for Windchase Subdivision, recorded in Inst. #1994-10992 in the Probate Office of Shelby County, Alabama.

Inst # 1997-28681



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SHELBY COUNTY JUDGE OF PROBATE
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7. Mineral and mining rights not owned by the Grantor.

Grantor shall not be liable for and Grantee hereby waives and releases Grantor, its officers, agents, employees, directors, shareholders, partners, mortgagees and their respective successors and assigns from any liability of any nature on account of loss, damage or injuries to buildings, structures, improvements, personal property or to Grantee or any owner, occupants or other person who enters upon any portion of the Property as a result of any past, present or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels and limestone formations and deposits) under or upon the Property or any property surrounding, adjacent to or in close proximity with the Property which may be owned by Grantor.

Grantee does, for itself, its successors and or assigns, herewith covenant and agree to take all measures to prevent sediment (and other pollutants in water used in the construction process or storm water run-off from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMPs) for control of pollutants in storm water runoff and to comply with all city and state regulations regarding same and more specifically to comply with the Alabama Water Pollution Control Act and the Alabama Environmental Management Act. Should Grantee fail to comply with this covenant, Grantor does reserve an easement over and across the property herein conveyed for itself, its agents sub-contractors or assigns in and across the property herein conveyed for itself, its agents, sub-contractors or assigns in order to install, erect or maintain the appropriate measures to meet or exceed Best Management Practices for the control of pollutants or siltation in storm water runoff. Grantor further reserves the right and authority to impose a lien on the Property for the collection of the cost incurred in the installation, erection or maintenance of such measures provided Grantee does not reimburse Grantor for such cost within 10 days after receipt of written demand. The foregoing shall be and is a covenant running with the land to the benefit of Grantor, its successors and or assigns.

TO HAVE AND TO HOLD, unto said Grantee, its successors 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 on e 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.

IN WITNESS WHEREOF, the undersigned Grantor, **WINDCHASE DEVELOPMENT CO., INC.**, has executed this instrument as of the day and year first above written.

WINDCHASE DEVELOPMENT CO., INC.,
an Alabama corporation

By: C. S. Givianpour
Charles S. Givianpour
Its President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Charles S. Givianpour, whose name as President of **WINDCHASE DEVELOPMENT CO., INC.**, an Alabama corporation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of September, 1997.

[Signature]
Notary Public

My Commission Expires: 5-29-99

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