



ORIGINAL

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 18th Street North Birmingham, Alabama 35203

20120105000006450 1/5 \$40.25
Shelby Cnty Judge of Probate, AL
01/05/2012 03:16:13 PM FILED/CERT

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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 MASTERS		FIRST NAME GREGORY	MIDDLE NAME S.	SUFFIX
1c. MAILING ADDRESS 255 GRAND VIEW PKWY		CITY MAYLENZ	STATE AL	POSTAL CODE 35114
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 MASTERS		FIRST NAME LAUREA	MIDDLE NAME D.	SUFFIX
2c. MAILING ADDRESS 255 GRAND VIEW PKWY		CITY MAYLENZ	STATE AL	POSTAL CODE 35114
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 18th Street North		CITY Birmingham	STATE AL	POSTAL CODE 35203

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: 25H3C348A003 Model: CNPV4821-ATAACAA Model: SBPHAC90 Model: _____

Serial: 4911E13165 Serial: 031X36334 Serial: 4011A17081 Serial: _____

Amount of indebtedness: \$ 3462-

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 [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

\$ 3462-

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
MASTERS	GREGORY	S.

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 was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East
Suite 290E
Birmingham, AL 35223

Send Tax Notice to:
GREGORY S. MASTERS
LAURA D. MASTERS

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00) and other good and valuable consideration, paid to the undersigned grantor, **SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC.**, in hand paid by Grantee named herein, the receipt of which is hereby acknowledged, the said **SOUTH GRANDE VIEW DEVELOPMENT COMPANY, INC.** (hereinafter referred to as "Grantor") does by these presents, grant, bargain, sell and convey unto **GREGORY S. MASTERS and LAURA D. MASTERS** (hereinafter referred to as "Grantee", whether one or more), the following described real estate (the "property") as joint tenants with rights of survivorship, situated in Shelby County, Alabama, to-wit:

Lot 982, according to the Survey of Grande View Estates, Givianpour Addition to Alabaster, 9th Addition, Phase I, as recorded in Map Book 26, Page 86, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.



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The above property is conveyed subject to:

(i) All valid and enforceable easements, covenants, conditions and restrictions of record, including, without limitation, that certain Declaration of Protective Covenants recorded in Instrument #1995-05892, First Amendment to Declaration of Protective Covenants recorded in Instrument #1995-28543, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster 2nd Addition, recorded in Instrument #1995-28544, Givianpour Addition to Alabaster 2nd Addition, recorded in Instrument #1996-00339, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 4th Addition, recorded in Instrument #1996-29192, Supplementary Declaration of Protective Covenants for Grande View Estates, Givianpour Addition to Alabaster, 9th Addition, Phase I, recorded in Instrument #2000-4501, Articles of Incorporation of Grande View Estates Homeowners' Association, Inc. recorded in Instrument #1995-05890 and By-Laws recorded in Instrument #1995-05891, in the Office of the Judge of Probate of Shelby County, Alabama (ii) the lien of ad valorem and similar taxes for 2000 and subsequent years, including any "roll-back" taxes and (iii) all matters that would be revealed by a current and accurate physical survey of the subject property.

The Grantor shall have a right of first refusal to purchase the property from the Grantee in the event the Grantee has not commenced construction on said lot within eighteen (18) months from the date of closing of the original purchase of the property described herein. Said right of first refusal shall be on the same terms and conditions contained in the original sales contract and reservation agreement. Grantee shall notify Grantor of his intent to either sell or not to build in writing by certified mail. Grantor shall have forty-five (45) days from the receipt of written notice of Grantee's intent to sell or not to build in order to close and re-purchase the property. In the event the Grantor does not respond within said forty-five (45) days, the right of first refusal shall terminate.

Inst # 2000-19654

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SHELBY COUNTY JUDGE OF PROBATE
003 HNS 48.50

Neither Grantor nor any Agent makes any representations or warranties regarding the condition of the Property except to the extent expressly and specifically set forth herein. Grantee has the obligation to determine, either personally or through or with a representative of Grantee's choosing, any and all conditions of the Property material to Grantee's decision to buy the Property, including without limitation, subsurface conditions, including the presence or absence of sinkhole, mining activity, wells, or buried tanks and other objects, soils conditions, utility and sewer availability and condition. Except as otherwise stated in the Contract, Grantee accepts the Property in its Present "AS IS" condition.

By their acceptance of this deed, Grantee hereby covenants and agrees for themselves and their heirs, assigns, licensees, lessees, employees and agents that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Property or to any buildings, improvements, or structures now or hereafter located upon the Property, or on account of injuries to any owner, occupant, or other person in or upon the Property, which are caused by, or arise as a result of, past or future soil and/or subsurface conditions, known or unknown, (including, without limitation, sinkholes, underground mines, and limestone formations) under or on the Property or any other property now or hereafter owned by Grantor, whether contiguous or non-contiguous to the Property. For purposes of this paragraph the term Grantor shall mean and refer to (i) the partners, agents, and employees of Grantor; (ii) the officers, directors, employees and agents of Grantor or trustees thereof; (iii) any successors or assigns of Grantor; and (iv) any successors and assigns of Grantor's interest in the Property. This covenant and agreement shall run with the land conveyed hereby as against Grantee, and all persons, firms, trusts, partnerships, limited partnerships, corporations, or other entities holding under or through the Grantee.

Grantee does, for themselves, their heirs 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 runoff from disturbed areas from leaving the boundaries of the lot herein conveyed. Grantee further covenants to exercise Best Management Practices (BMP's) 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, subcontractors 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 herein conveyed for the collection of cost incurred in the installation, erection or maintenance of such measures provided guarantee 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 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 I/we do for myself/ourselves and for my/our heirs, executors, and administrators, covenant with said GRANTEES their heirs and assigns, that I am/we are lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that I/we have a good right to sell and convey the same as aforesaid, and that I/we will and my/our heirs, executors, and administrators shall warrant and defend the same to the said GRANTEES, their heirs executors and assigns forever, against the lawful claims of all persons.



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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, South Grande View Development Company, Inc., has caused this statutory warranty deed to be executed by its duly authorized officer this 4th day of May, 2000.

GRANTOR:

SOUTH GRANDE VIEW DEVELOPMENT
COMPANY, INC.

BY: [Signature]
Concetta Givianpour
ITS: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County said State hereby certify that Concetta Givianpour whose name as Vice President of South Grande View Development Company, Inc., is signed to the foregoing Deed; and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Deed, 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 office seal of office this the 4th day of May, 2000.

329
Notary Public
My Commission Expires: _____

The Grantees execute this deed only to acknowledge and accept covenants and restrictions contained hereinabove.

[Signature]
GREGORY S. MASTERS

[Signature]
LAURA D. MASTERS

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GREGORY S. MASTERS and LAURA D. MASTERS, 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 4th day of May, 2000.

329
Notary Public
My Commission expires: _____

Inst. # 2000-19634

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