



ORIGINAL

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Tanya Tarbert 205-226-1403

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alabama Power Company  
600 North 18th Street  
Birmingham, AL 35203

20130611000239520 1/4 \$44.85  
Shelby Cnty Judge of Probate, AL  
06/11/2013 02:58:16 PM FILED/CERT

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

M<sup>s</sup>Donald

FIRST NAME

Sarah

MIDDLE NAME

SUFFIX

1c MAILING ADDRESS

217 Mountain Lake Trail

CITY

Alabaster

STATE

POSTAL CODE

AL

35007

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

M<sup>s</sup>Donald

FIRST NAME

Charles

MIDDLE NAME

SUFFIX

2c MAILING ADDRESS

217 Mountain Lake Trail

CITY

Alabaster

STATE

POSTAL CODE

AL

35007

COUNTRY

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

☒ 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

POSTAL CODE

AL

35201

COUNTRY

USA

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: Tempstar

Model: T4H3366KE100, T4H3246KD200

Serial: E131624708, E130810668

Amount of indebtedness is: \$7,830.00

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 FEE) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCC1 - 5/4/01 C T System Online

# 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

McDonald

FIRST NAME

Sarah

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

20130611000239520 2/4 \$44.85  
Shelby Cnty Judge of Probate, AL  
06/11/2013 02:58:16 PM FILED/CERT

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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

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 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

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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

NATUCC1 - 5/4/01 C T System Online



THIS INSTRUMENT PREPARED BY:  
Riley & Riley, P.C.  
1950 Stonegate Drive, Suite 150  
Birmingham, Alabama 35242

SEND TAX NOTICE TO:  
Charles McDonald and Sarah McDonald  
217 Mountain Lake Trail  
Alabaster, AL 35007

Shelby County, AL 06/06/2005  
State of Alabama  
Deed Tax: \$11.50

STATE OF ALABAMA  
SHELBY COUNTY

**STATUTORY WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:** That in consideration of Two Hundred Twenty-Seven Thousand Nine Hundred and 00/100 Dollars (\$227,900.00) to **DESIGNMARK BUILDERS, LLC**, an Alabama limited liability company (the "Grantor"), in hand paid by **CHARLES MCDONALD and SARAH MCDONALD** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto Grantee, subject to the covenants, conditions and other matters set forth below, the real estate situated in Shelby County, Alabama, more particularly described as follows (the "Property"):

Lot 8, according to the map or survey of Mountain Lake Subdivision, as recorded in Map Book 31, Page 129, in the Probate Office of Shelby County, Alabama.

**SUBJECT TO:**

1. Taxes and assessments for the year 2005, and taxes for subsequent years, not yet due and payable.
2. Restrictions and Covenants for Sewer System as recorded in Instrument #20040908000501180, of the Official records of Shelby County, Alabama.

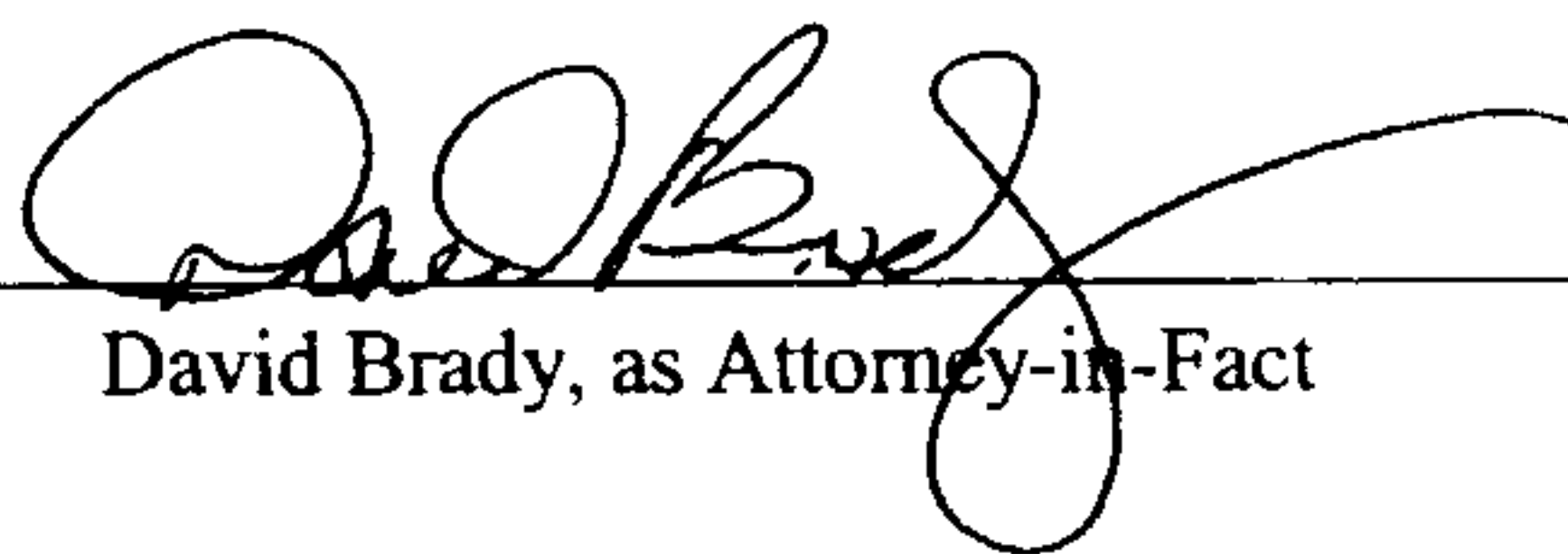
**TO HAVE AND TO HOLD** unto Grantees, subject to the matters described above, for and during their joint lives as joint tenants and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

By acceptance of this Deed, Grantee hereby covenants and agrees for itself and its heirs, successors, assigns, licensees, lessees, employees and agents that the Released Parties shall not be liable for, and no action shall be asserted against the any of the Released Parties 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 past or future injuries to any owner, occupant or other person in or upon the Property, which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, sinkholes or other geological formations or conditions) under or on the Property or any other property now or hereafter owned by any of the Released Parties, whether contiguous or non-contiguous to the Property sold hereunder. For purposes of this paragraph, the term "Released Parties" shall mean and refer to (i) Designmark Builders, LLC; (ii) the agents, employees, contractors and subcontractors of Designmark Builder, LLC; (iii) any successors and assigns of Designmark Builders, LLC; (iv) the City of Vestavia Hills, Alabama, a municipal corporation, its officials, agents, employees and contractors, and any and all other political subdivisions, governmental entities, agencies, authorities, and/or bodies. 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 Grantee.

**\$216,505.00 of the above recited proceeds were paid by a mortgage loan closed simultaneously herewith.**

IN WITNESS WHEREOF, Grantor, DESIGNMARK BUILDERS, LLC, has caused this conveyance to be executed by its duly authorized Representative as of the 31<sup>st</sup> day of May, 2005.

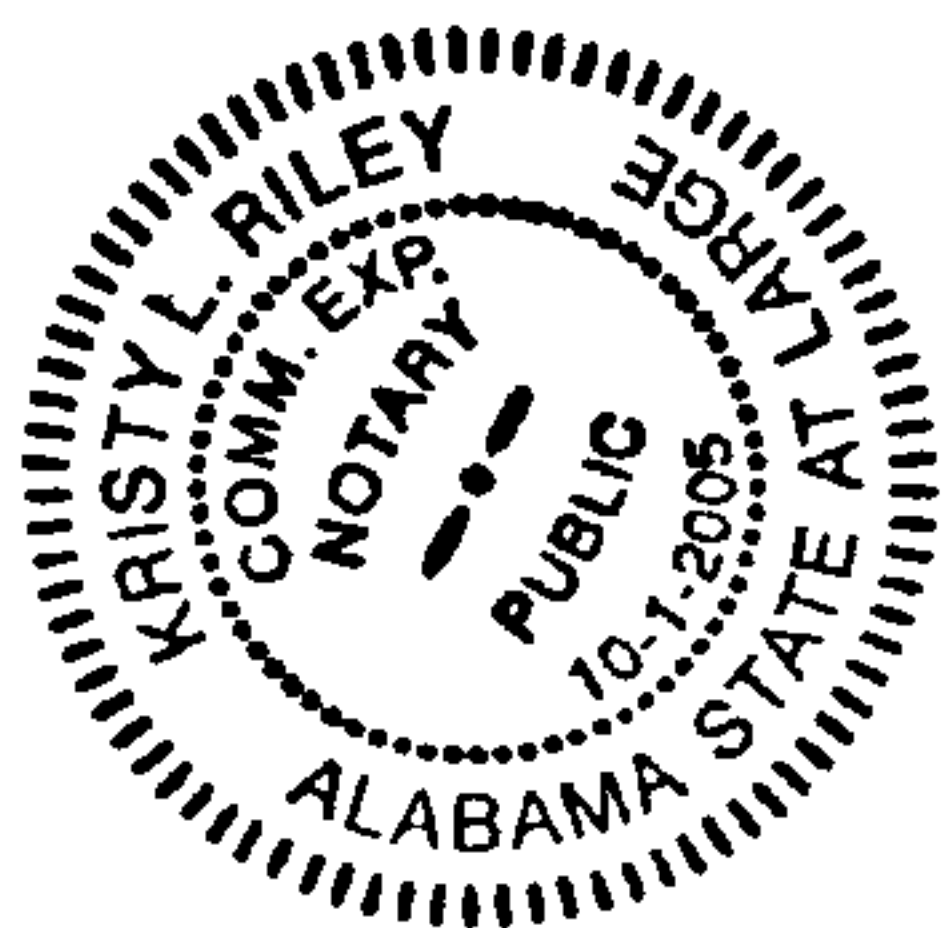
DESIGNMARK BUILDERS, LLC

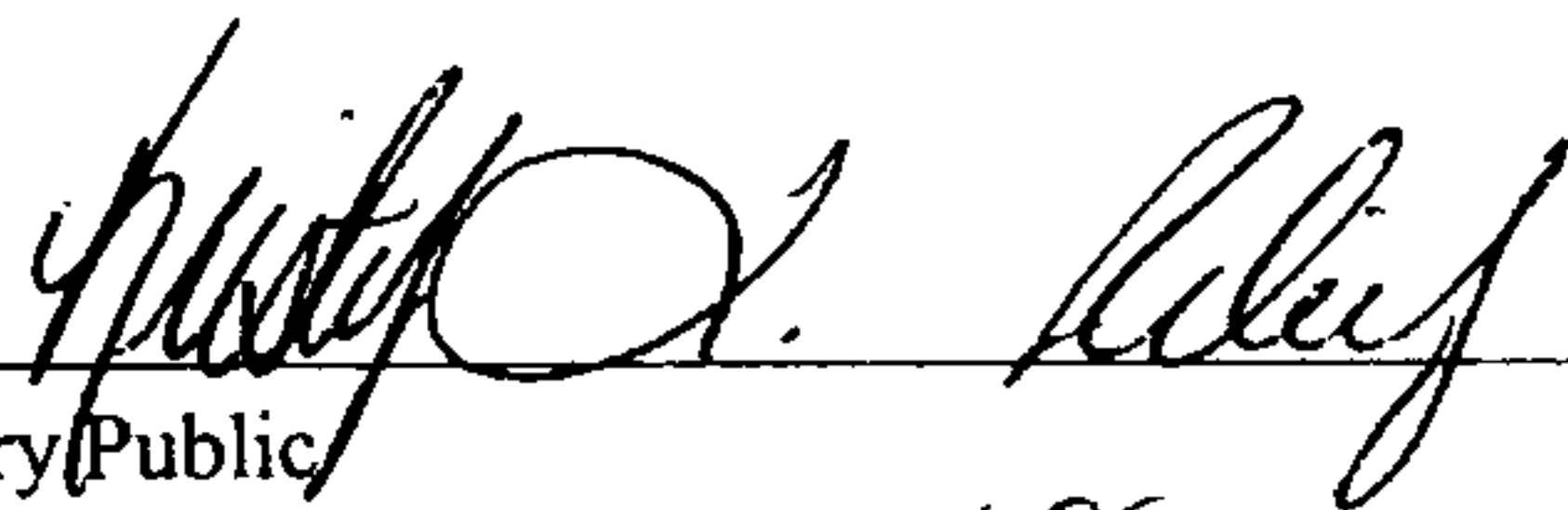
By:   
David Brady, as Attorney-in-Fact

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that David Brady, as Attorney-in-Fact for Designmark Builders, LLC, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 31<sup>st</sup> day of May, 2005.



  
Notary Public  
My Commission expires: 10-1-05