

1758

PROMISSORY NOTE

\$ 4,239.00

Birmingham Alabama

July 2, 1963

FOR VALUE RECEIVED, being for money borrowed, I, we, and each of us, jointly and severally, promise to pay to the order of:

BARCO, INCORPORATED

THE SUM OF

FOUR THOUSAND TWO HUNDRED THIRTY-NINE & No/100----- (\$ 4,239.00)

DOLLARS, with interest from date hereof until paid, at the rate of six

(6%) per centum per annum, payable as follows:

The sum of Eighty-One and 43/100----- DOLLARS

(\$ 81.43) on the 15th day of August 1963, and on the 15th day of each succeeding month for 60 months, and a like amount on the same date each and every month thereafter until this note, principal and interest, is paid in full; each installment, when so paid, to be applied: first to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

In the event of non-payment of any installment of principal and interest, when due, or any part of either, as above provided, we promise to pay interest on this note, notwithstanding any other rate hereinbefore expressed, at the rate of 6% per annum, during the time any part of any such installment remains due and unpaid.

We hereby agree that in case of non-payment of any installment of principal or of interest thereon, when due as above provided, or of default in the performance of any of the agreements or conditions of the deed of trust hereinafter mentioned, then the whole of said principal sum remaining unpaid, together with interest thereon, and any other sums secured by said deed of trust, shall, at the option of the payee or the legal holder hereof, become due and payable immediately, in which event the power of sale contained in said deed of trust may be immediately exercised. Notice of the exercise of such option is hereby waived. No forbearance or waiver to declare this note due and payable on account of default shall constitute a waiver of such right thereafter.

This note is secured by Second Mortgage of even date herewith to Barco, Incorporated, on land and premises situated in Shelby County, State of Alabama, as fully described in said mortgage.

The principals, guarantors, sureties and endorsers, and every other party hereto waive presentment, notice of dishonor and protest, and agree to continue and remain bound for the payment hereof notwithstanding failure to present, give notice of dishonor and to protest; and further agree that the granting to the maker or makers of this note, or any other party, of any extensions of time for payment of any sum or sums due hereunder, or under the accompanying trust deed or for the performance of any covenant or condition thereof, or the taking or release of other or additional security, shall not in any way release or affect the liability of the maker or makers, endorser or endorsers, surety or sureties of this note, and shall not discharge or release the deed of trust securing the same.

WITNESS our signatures and seals the day and year above written.

Raymond F. Whitehead (SEAL)
Raymond F. Whitehead
Melba Whitehead (SEAL)
Melba Whitehead

FOR VALUE RECEIVED, the undersigned hereby sells,
transfers and assigns all of its right, title and interest in and
to the within Note to THE OXFORD FINANCE COMPANIES, INC., MARYLAND
CREDIT DIVISION.

This 5th day of July, 1963.

BARCO, INC.

By: Billie R. Mitchell
Billie R. Mitchell, Secretary

[Signature]
Notary Public

PAID IN FULL

THE OXFORD FINANCE COMPANIES, INC.

BY: [Signature]
JOSEPH A. DI PROSPERO, President

ATTEST: [Signature]
E. M. DI PROSPERO, Ass't. Sec'y.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 12/17/66

RECORDED & \$ MTG. TAX

\$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE