SECURITY AGREEMENT

JARRELL WAYNE WOOD (generally known as WAYNE WOOD) and wife, ANGELA EUGENIA YOUNG WOOD, Alabaster, Shelby County, Alabama (hereinafter called "Debtors"), hereby grant to HUMBLE OIL & REFINING COMPANY, INC., Birmingham, Jefferson County, Alabama (hereinafter called "Secured Party"), a security interest in the following property (hereinafter called the "Collateral"):

A Broadmore two bedroom mobile home 12 feet by 60 feet bearing Serial Number WD 6 BC-50292 now located on:

A part of the SE¼ of the NW¼ of Section 36, Township 20 South, Range 3 West more particularly described as follows:

From the southeast corner of the SE¼ of the NW¼ of Section 36, Township 20 South, Range 3 West run northerly along the east boundary line of the said SE¼ of the NW¼ of Section 36, Township 20 South, Range 3 West for 450.0 feet; thence turn an angle of 88° 45' 15" to the left and run westerly 197.17 feet to the point of beginning of the land herein described and conveyed; thence continue westerly along the last said course for 98.58 feet; thence turn an angle of 88° 45' 15" to the right and run northerly 295.17 feet; thence turn an angle of 91° 14' 45" to the right and run easterly 98.58 feet; thence turn an angle of 88° 45' 15" to the right and run southerly 295.17 feet to the point of beginning. This land being a part of the SE¼ of the NW¼ of Section 36, Township 20 South, Range 3 West and being 0.66 acres, more or less, located in Shelby County, Alabama

to secure payment and performance of obligations identified or set out as follows (hereinafter called the "Obligations"):

Note of Debtors dated April 22, 1968 in the amount of TEN THOUSAND SIX HUNDRED DOLLARS ($10,600.00) payable to Secured Party in annual installments based on gallonage sales, all as provided in said note.

The above referred to note secured hereby evidences the maximum credit heretofore extended to Debtors, Jarrell Wayne Wood and wife, Angela Eugenia Young Wood for merchandise heretofore purchased or to be hereafter purchased from Secured Party and it is intended that until the sum of TEN THOUSAND SIX HUNDRED DOLLARS

($10,600.00) is reached the indebtedness hereby secured shall be any sums owed by Debtors to Secured Party for such merchandise sold to them by Secured Party.

Until default Debtors may have possession of the Collateral and use the same in any lawful manner not inconsistent with this Agreement. Debtors shall not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without the prior written consent of the Secured Party.

Debtors will immediately notify the Secured Party in writing of any change in address from that shown in this Agreement and will also upon demand furnish to the Secured Party such further information and will execute and deliver to the Secured Party such financing statements and other papers and will do all such acts and things as the Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the obligations, subject to no prior liens or encumbrances, except the lien of that certain mortgage from the Mortgagors herein to the First Bank of Alabaster, Alabaster, Alabama.

The Debtors will keep the Collateral free from any adverse liens, security interests or encumbrances and in good order and repair, and not waste or destroy the Collateral or any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. The Secured Party may examine and inspect the Collateral at any reasonable time or times wherever located. Debtors will not move the Collateral without the consent of the Secured Party.

Debtors will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement.

EVENTS OF DEFAULT

Default shall exist hereunder (1) if the Debtors shall default in payment of any installment due hereunder or shall breach any covenant or agreement contained or referred to herein, (2) if any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the Debtors in connection with this Agreement proves to have been false in any material effect when made or furnished, (3) if the Debtors shall or shall attempt to (a) remove or allow removal of the Collateral from the county where the Debtors now reside, (b) sell, encumber or otherwise dispose of the Collateral or any interest therein, (c) misuse or abuse the Collateral, or (d) use or allow the use of the Collateral in connection with any undertaking prohibited by law, (4) if bankruptcy or insolvency proceedings shall be instituted by or against the Debtors, (5) if the Collateral shall be attached, levied upon, seized in any legal proceedings, or held by virtue of any lien or distress, (6) if the Debtors shall make any assignment for the benefit of creditors, (7) if the Debtors shall fail to pay promptly all taxes and assessments upon the Collateral or use thereof, (8) if either of the Debtors shall die, (9) if the Collateral is damaged or permitted to remain in a damaged condition for one month after the occurrence of accident causing said damage, (10) if the Debtors shall fail to keep the Collateral insured as hereinabove provided, (11) upon termination of Debtors' lease for Secured Party on service Station at 400 South 19th Street, Birmingham, Alabama.

REMEDIES ON DEFAULT

Upon any of the foregoing events, circumstances, or conditions of Default, and at any time thereafter, the Secured Party, at its option, may declare all of the obligations secured hereby to be immediately due and payable and shall have all the remedies of a Secured Party under the Uniform Commercial Code, as enacted in Alabama whether or not such Code is in effect at time of default.

Without limitation thereto, Secured Party shall have the following specific rights:

(1) To take immediate possession of the Collateral without notice or resort to legal process; and for such purpose, to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom; or, at its option, to render the collateral unuseable. Further, to dispose of said collateral on Debtors' premises.

(2) To require Debtors to assemble the Collateral and make it available to Secured Party at a place to then be designated by said Secured Party, which is reasonably convenient to both parties.

(3) At its sole option, to retain the Collateral in satisfaction of all obligations hereunder. If Secured Party should elect such option, written notice of such election shall be mailed Debtors by certified registered mail, a minimum of five (5) days prior to the date such election is to be effective. Unless such written notice is sent by Secured Party, as aforementioned, retention of said collateral shall not be in satisfaction of any obligations hereunder, but instead shall be for the purpose of foreclosing thereon its lien, or security interest, as herein provided.

(4) To dispose of said Collateral in any county or place to be selected by Secured Party at time of Default, at either Private or Public Sale (at which sale Secured Party may be the Purchaser), with or without having the Collateral physically present at said sale.

If said Collateral is sold at Public Sale, under this Contractural Power of Sale; it is agreed that notice will be given pursuant to Tit. 7, Section 721, Code of Alabama 1940 as recompiled 1958 (or any similar statutes subsequently enacted in replacement therefor). If said Collateral is sold at Private Sale, Secured Party will give at least five days written notice of the time after which such Private Sale is to be made, such notice being stipulated by the parties as reasonable. At any Sale or other disposition of the Collateral, Secured Party may accept a trade of property for all or a portion of the sale price.

(5) To make or have made any repairs found necessary or desirable at time of repossession, possession or sale, the cost of which is to be charged against Debtors.

(6) To apply the proceeds realized from disposition of the Collateral to satisfy the following items; in the order here listed:

(a) The cost of reimbursing any person, firm, or corporation whose interest in the premises is damaged by the entry and removal of the Collateral, upon Debtors' failure to do so;

(b) The expenses of taking, removing, holding for sale, repairing or otherwise preparing for sale and selling or said Collateral, specifically including the Secured Party's reasonable Attorneys' fees and legal expenses if Claim and Delivery and/or Suit are instituted for possession of said Collateral and/or collection of the unpaid balance herein. The parties stipulate and agree that fifteen per cent (15%) of the TIME (DEFERRED) BALANCE unpaid at the time suit is instituted shall constitute the reasonable attorneys' fees of Secured Party.

(c) The expense of liquidating any liens, security interests, or encumbrances superior to the security interest herein created; and finally,

(d) The unpaid TIME BALANCE, and all accumulated interest.

Any surplus, after the satisfaction of the foregoing items (a) through (d) shall be paid to Debtors or to any other Secured Party lawfully entitled thereto and known to this Secured Party. Further, if the proceeds realized from disposition of the Collateral shall fail to satisfy any of the foregoing items (a) through (d) Debtors shall forthwith pay any deficiency balance to Secured Party.

Jarrell Wayne Wood (SEAL)
JARRELL WAYNE WOOD

Angela Eugenia Young Wood (SEAL)
ANGELA EUGENIA YOUNG WOOD

WITNESS:

A. C. Ralston, III

A. C. Ralston, III

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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REC. BK. & PAGE AS SHOWN ABOVE
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JUDGE OF PROBATE