

STATE OF ALABAMA )

SHELBY COUNTY )

3091

ASSIGNMENT OF MORTGAGE AS SECURITY

WHEREAS, the undersigned, Jack C. Caddell and wife, Catherine W. Caddell, are justly indebted to City National Bank of Birmingham, a national banking association (hereinafter referred to as "City National"), in the principal sum of One Hundred Twenty-five Thousand and No/100 (\$125,000.00) Dollars as evidenced by a promissory note dated June 19, 1978, being due and payable on September 11, 1978, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as the "Note";

NOW, THEREFORE, for value received, and in consideration of the premises, and to secure the payment of the Note and all stipulations contained therein and in order to further secure any and all other additional indebtedness now or hereafter owing by the undersigned (or either of them) to City National, whether absolute or contingent, direct or indirect, and whether incurred or given as maker, endorser, guarantor or otherwise, and any and all extensions and renewals of said obligation and additional indebtedness, or any part thereof, the undersigned do hereby transfer, assign, set over and convey to City National Bank of Birmingham, a national banking institution, that certain mortgage (the "Mortgage") dated the 26<sup>th</sup> day of July, 1978, executed by Harvey Guy Coker, Jr. and wife, Paula M. Coker, to Jack C. Caddell and Catherine W. Caddell, which Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 380, at Page 985, together with the Note (the "Mortgage Note") and indebtedness secured by the Mortgage; and the undersigned do hereby remise, release, quitclaim and convey to said assignee herein all of the right, title and interest of the undersigned in and to the property described in and conveyed by said Mortgage. This assignment is junior and subordinate to the assignment of the above Note and Mortgage executed on even date to The First National Bank of Birmingham, a national banking institution, a copy of which is attached hereto as Exhibit "B" and made a part hereof as if fully set out herein.

UPON CONDITION, HOWEVER, that if the undersigned shall pay the indebtedness secured by this assignment and any renewals or extensions thereof and all interest thereon and shall do and perform all other acts and things herein agreed to be done, this assignment shall be null and void; but should said indebtedness hereby secured or any renewals or extensions thereof, or any part thereof, or any interest thereon, or any installment of principal and interest agreed to be paid thereon, remain unpaid at maturity, whether by acceleration or otherwise, or should default be made with respect to any provision or provisions of the Note, then in either of said events, the whole of the indebtedness hereby secured, or any portion or part of the same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of City National, and this assignment shall be subject to foreclosure and may be foreclosed as now or hereafter provided by law.

The undersigned further agree that City National, its successors or assigns, may bid at any sale had for the foreclosure of such security and may purchase the Mortgage if the highest bidder therefor; and the undersigned further agrees to pay a reasonable attorney's fee to City National, its successors or assigns, for the foreclosure of such security, said fee to be a part of the debt hereby secured; the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.



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Shelby Cnty Judge of Probate, AL  
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*Cabiness, Johnston, Gardner et al*

BOOK 26 PAGE 468



This assignment is junior and subordinate to the assignment of the Mortgage Note and Mortgage hereinabove described to The First National Bank of Birmingham on even date, a copy of which is attached hereto as Exhibit "B" and made a part hereof as if fully set out herein. Pursuant to the provisions of said separate assignment, the Mortgage Note and the Mortgage have been delivered to The First National Bank of Birmingham. It is agreed that for purposes of perfecting City National's security hereunder, the possession of said Mortgage Note and Mortgage by The First National Bank of Birmingham shall be considered possession by City National. It is further agreed that upon the payment of the indebtedness due The First National Bank of Birmingham as evidenced by said separate assignment, that physical possession of the Mortgage Note and Mortgage shall be delivered by The First National Bank of Birmingham to City National.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this assignment, whether one or more persons, or a corporation; all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the assignee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 26 day of July, 1978.



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Jack C. Caddell  
Jack C. Caddell

Catherine W. Caddell  
Catherine W. Caddell

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said County and said State, hereby certify that Jack C. Caddell and wife, Catherine W. Caddell, whose names are signed to the foregoing assignment and conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the assignment and conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of July, 1978.

Douglas A. Rendall  
Notary Public

THIS INSTRUMENT PREPARED BY  
MADISON W. O'KELLEY, JR.  
PRITCHARD, McCALL AND JONES  
831 Frank Nelson Building  
Birmingham, Alabama 35203





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OFFICER	NOTE NUMBER
JA <u>10</u>	32

DIRECT PROMISSORY NOTE  
(WITH SECURITY AGREEMENT IF APPLICABLE)

FORM LD1/  
REVISED 7

CITY NATIONAL BANK OF BIRMINGHAM  
1928 First Avenue North  
Birmingham, Alabama 35203

Jack C. Caddell  
(DEBTOR'S NAME)

Catherine W. Caddell  
(DEBTOR'S NAME)

413 Montgomery Highway  
(ADDRESS)

Birmingham, Ala 35216  
(CITY) (STATE) (ZIP)

June 19, 1978

\$ 125,000.00

This note is ☐ unsecured, or ☐ secured as described below.  
This note is payable in ☐ a single payment, or ☐ monthly installment payments.

For value received, the undersigned (hereinafter referred to as "Debtor") promises to pay to the order of CITY NATIONAL BANK OF BIRMINGHAM (hereinafter referred to as "Creditor") the sum of One hundred twenty five thousand and no/100\* \* \* \* \* DOLLARS

payable Ninety One (91) days from 6/12/78 days after date and being due on September 11, 1978, or, payable in equal successive monthly installments of \$

each and installment(s) of \$ starting 19 and continuing on the same day of each succeeding month thereafter payable at CITY NATIONAL BANK OF BIRMINGHAM at Birmingham, Alabama until paid in full. If this note is payable "On Demand", it is payable together with interest at the rate of % per annum.

NOW, THEREFORE, the Debtor, in consideration of the premises, and in order to secure the payment of said indebtedness, and any and every extension or renewal thereof, and all other liabilities and indebtedness of the Debtor to the Creditor, now existing or hereafter incurred or arising, direct and indirect, and however incurred, and the compliance with all the stipulations herein contained, does hereby transfer, sell, assign and convey to CITY NATIONAL BANK OF BIRMINGHAM its successors and assigns, the following described property (the "Collateral") and a security interest therein, to-wit:

New or Used	Year	Model	Serial Number or Description	Primary Use of Collateral
				<input type="checkbox"/> Personal
				<input type="checkbox"/> Business
				<input type="checkbox"/> Agricultural
				Purchase Money Security Interest
				<input type="checkbox"/> Yes <input type="checkbox"/> No

Debtor warrants that the Collateral will be kept at the following address: If the Collateral is to be affixed to real estate the address of such real estate is and the record owner of such real estate is

INSURANCE AUTHORIZATION

With respect to this credit transaction, no insurance is required other than insurance against loss of or damage to the property in which the security interest exists, which insurance coverage must be kept in force during the full term of this agreement or any extension of it. Neither credit life nor accident and health insurance is required. Such is purely optional. No insurance will be provided unless the debtor signs and dates the statement below, and elects the party to be insured. Such insurance does not exceed the approximate amount and terms of this indebtedness. As to any required insurance, the debtor may apply such to existing policies, acceptable to the creditor, and through persons of the debtor's choice. Any returned or refunded insurance premiums shall be applied to the balance of this indebtedness, if any. The debtor does hereby elect to purchase the coverages and authorize the premiums set out in "Financial Disclosures" below. Debtor warrants that the party to be insured is of the age stated below, and is presently in good health.

☐ I desire credit life insurance ☐ I desire credit life plus accident and health insurance

SIGNATURE (Of Debtor To Be Insured) AGE DATE



☐ I desire credit life insurance

☐ I desire credit life plus accident and health insurance

SIGNATURE (Of Debtor To Be Insured)

AGE

DATE

SIGNATURE (Of Co-Debtor)

DATE

### FINANCIAL DISCLOSURES

26 PAGE 469  
BOOK

1. CASH PROCEEDS \$  
2. PREVIOUS LOAN PAYOFF \$ 125,000.00  
3. UNPAID FINANCE CHARGES \$  
4. TOTAL LOAN PROCEEDS (1 + 2) \$ 125,000.00  
5. OTHER CHARGES  
6. RECORDING AND OFFICIAL FEES \$  
7. PROPERTY INSURANCE, IF ANY \$  
8. CREDIT LIFE INSURANCE, IF ANY \$  
9. ACCIDENT & HEALTH INSURANCE, IF ANY \$  
10. OTHER (Specify) \$  
11. TOTAL OTHER CHARGES (5 + 6 + 7 + 8 + 9) \$  
12. AMOUNT FINANCED (4 + 11) \$ 125,000.00

### FINANCE CHARGES

13. INTEREST INTEREST BEARING \$  
14. OTHER (Specify) \$  
15. FINANCE CHARGE\* (12 + 13) INTEREST BEARING \$  
16. TOTAL OF PAYMENTS (11 + 14) \$ 125,000.00  
ANNUAL PERCENTAGE RATE\* ~~INTEREST BEARING~~ 9.50 %

IF THIS NOTE IS A REFINANCE OR A RENEWAL COMPLETE THE FOLLOWING: PREVIOUS GROSS BALANCE \$ 125,000.00 LESS REFUND OF UNEARNED CHARGES \$                      EQUALS NET PAYOFF \$ 125,000.00 PREVIOUS LOAN # 72353

\*IF THIS NOTE IS PAYABLE "ON DEMAND", THEN THE FINANCIAL DISCLOSURES ABOVE SHALL BE BASED ON 6 MONTHS MATURITY FOR ILLUSTRATIVE PURPOSES PURSUANT TO FEDERAL REGULATION.

### ADDITIONAL DISCLOSURES

DEBTOR GRANTS TO CREDITOR A MORTGAGE SECURITY INTEREST IN THE COLLATERAL AS DESCRIBED, AS TO THIS INDEBTEDNESS, OR ANY PART OF THE ADVANCE DUE, OR TO BECOME DUE THIS CREDITOR

WHEN A SCHEDULED PAYMENT IS IN DEFAULT 10 DAYS OR MORE, THE CREDITOR MAY CHARGE AND COLLECT A LATE CHARGE NOT EXCEEDING 5% OF THE AMOUNT OF SUCH SCHEDULED PAYMENT IN DEFAULT OR 50¢ PER DAY OF SUCH SCHEDULED PAYMENT IN DEFAULT, WHICHEVER IS GREATER, NOT TO EXCEED 5% WITH RESPECT TO THE DEFERRED OR ONE OR MORE WHOLLY UNPAID SCHEDULED PAYMENTS OF A LOAN THE CREDITOR MAY, BY AGREEMENT WITH THE DEBTOR, COLLECT AN ADDITIONAL CHARGE FOR EACH FULL MONTH OR ANY WHOLLY UNPAID SCHEDULED PAYMENTS ARE OUTSTANDING AFTER THE LAST DATE OF EACH SIXTH SCHEDULED PAYMENT EQUAL TO THAT PORTION OF THE FINANCE CHARGE WHICH THE AMOUNT OF THE DEFERRED MONTHLY SCHEDULED PAYMENT BEARS TO THE SUM OF ALL MONTHLY SCHEDULED PAYMENTS ORIGINALLY SCHEDULED.

IF THIS INDEBTEDNESS IS PAID IN FULL BEFORE THE NEXT SCHEDULED PAYMENT DATE, SUCH PAYMENT MAY BE MADE WITHOUT PENALTY, EXCEPT THAT WHICH RESULTS FROM THE APPLICATION OF THE RULE OF 78% AND THE CREDITOR SHALL REFUND OR CREDIT TO THE DEBTOR THAT PORTION OF THE FINANCE CHARGE, WHICH SHALL BE DUE THE DEBTOR AS DETERMINED UNDER THE RULE OF 78% OR SUM OF THE DIGITS PRINCIPAL QUANTIFIED TO THE NEXT SCHEDULED PAYMENT DATE. IF THIS DEBT IS RENEWED OR REFINANCED BY CREDITOR OR CREDITOR'S AFFILIATE WITHIN THE PERIOD OF 90 DAYS FROM THE DATE SUCH DEBT IS MADE OR INCURRED, THE DEBTOR SHALL BE ENTITLED TO A DAILY PRORATA REFUND OR CREDIT OF THAT UNEARNED PORTION OF THE ORIGINAL FINANCE CHARGE COMPUTED AS OF THE DATE OF SUCH RENEWAL OR RENEWAL. NO REFUND OF LESS THAN \$1.00 NEED BE MADE.

IN THE EVENT THE DEBTOR DEFAULTS IN ANY OF THE TERMS, CONDITIONS OR CONDITIONS HEREOF, AT THE OPTION OF THE CREDITOR, THE ENTIRE REMAINING BALANCE AND ALL INSTALLMENTS WILL IMMEDIATELY BECOME DUE AND PAYABLE, BUT THERE SHALL BE NO OBLIGATION TO MAKE ANY REFUNDS UNTIL THE INDEBTEDNESS IS PAID IN FULL, OR REFINANCED BY THE CREDITOR OR CREDITOR'S AFFILIATE.

### ADDITIONAL TERMS AND CONDITIONS

In witness whereof, the parties have signed this contract on the above date, at the time of signing, buyer and any guarantor, each, acknowledge receipt of duplicate copies hereof, completely filled in and signed.

The additional terms and conditions printed on the reverse side hereof are part of this contract and are incorporated herein by reference.

"CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT."

XX (1) Jack E. Caldwell  
(Debtor Sign Here)

XX (2)                       
(Co-Debtor Sign Here)

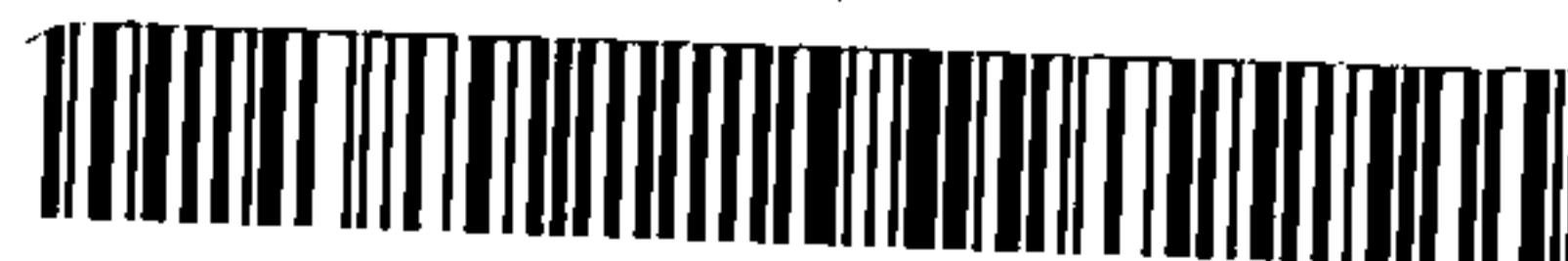
(Audited By)

(Witness)

BANK'S COPY

SEE ADDITIONAL TERMS & CONDITIONS ON REVERSE SIDE

EXHIBIT "A"



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STATE OF ALABAMA )  
SHELBY COUNTY )

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ASSIGNMENT OF MORTGAGE AS SECURITY

WHEREAS, the undersigned, Jack C. Caddell and wife, Catherine W. Caddell, jointly and severally, are justly indebted to The First National Bank of Birmingham, a national banking association ("First National"), in the principal sum of \$401,659.33, as evidenced by the following described promissory notes:

<u>Date</u>	<u>Original Principal Amount</u>	<u>Unpaid Principal Balance</u>	<u>Payable</u>
September 21, 1976	\$363,596.90	\$363,596.90	Demand
November 22, 1976	\$ 50,000.00	\$ 38,062.43	Demand

(hereinafter collectively called the "First National Notes"); and

WHEREAS, Jack C. Caddell has personally guaranteed in writing the prompt payment to First National when due of all sums payable under that certain promissory note dated June 1, 1976, made by Jacques Restaurant, Inc., in the original principal amount of \$72,964.05, having a present unpaid principal balance in said amount, payable on demand, together with any extensions and renewals thereof (hereinafter collectively called the "First National Guaranties"); and

WHEREAS, Jack C. Caddell and wife, Catherine W. Caddell, jointly and severally, are justly indebted to City National Bank of Birmingham ("City National") as evidenced by a promissory note dated June 19, 1978, in the principal amount of One Hundred Twenty-Five Thousand and No/100 (\$125,000.00) Dollars, due and payable in full on September 11, 1978; and

WHEREAS, Jack C. Caddell and wife Catherine W. Caddell, are the owners and holders of a certain mortgage dated the 26th day of July 1978, executed by Harvey Guy Coker, Jr. and wife, Paula M. Coker, to Jack C. Caddell and Catherine W. Caddell, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Mortgage Book 380, Page 985 together with a promissory note of even date; and

WHEREAS, Jack C. Caddell and wife, Catherine W. Caddell, now desire to secure payment of the above-described indebtedness by executing this preferential, primary assignment of the above-described note and mortgage to First National and by simultaneously executing a separate assignment of said note and mortgage to City National, such assignment to City National being junior and subordinate to the assignment to First National (a copy of said assignment to City National being attached hereto as Exhibit "A" and made a part hereof as if fully set out herein);

NOW, THEREFORE, in consideration of the premises and to secure the payment of the First National Notes and the performance of the obligations of Jack C. Caddell under the First National Guaranties and the compliance with all the stipulations contained in the First National Notes, the First National Guaranties, and in this instrument and in order to further secure any and all other additional indebtedness now or hereafter owing by the undersigned (or either of them) to First National, whether absolute or contingent, direct or indirect, and whether incurred or given as maker, endorser, guarantor or otherwise, and any and all extensions and renewals of said obligations and additional indebtedness, or any part thereof (all of said obligations and additional indebtedness and extensions and renewals secured hereby being hereinafter

Exhibit B



collectively referred to as the "First National Indebtedness"), the undersigned do hereby conditionally transfer, assign, set over and convey to The First National Bank of Birmingham, a national banking association, that certain mortgage (the "Mortgage") dated the 26th day of July, 1978, executed by Harvey Guy Coker, Jr. and wife, Paula M. Coker, to Jack C. Caddell and Catherine W. Caddell, which mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Mortgage Book \_\_\_\_\_, at Page \_\_\_\_\_, together with the note in the original principal amount of \$177,500 (the "Mortgage Note"), and indebtedness secured by the Mortgage; and the undersigned do hereby conditionally remise, release, quit-claim and convey to First National all of the right, title and interest of the undersigned in and to the property described in and conveyed by said Mortgage. The undersigned are now the owners of said debt, the Mortgage Note and the Mortgage and hereby tender possession of the Mortgage Note and the Mortgage to First National, directing First National to maintain possession of said instruments as security first for the payment of the First National Indebtedness and then for the payment of the above-described indebtedness due City National (as evidenced by separate assignment to City National which is attached hereto as Exhibit "A").

UPON CONDITION, HOWEVER, that if the undersigned shall pay the First National Indebtedness secured by this assignment and any renewals or extensions thereof and all interest thereon and shall do and perform all other acts and things herein agreed to be done, this assignment shall be null and void as to First National, at which time First National shall immediately deliver possession of the Mortgage Note and the Mortgage to City National, to be held by City National as security for the payment of indebtedness due it by Jack C. Caddell and Catherine W. Caddell; but should said First National Indebtedness hereby secured or any renewals or extensions thereof, or any part thereof, or any interest thereon, or any installment of principal and interest agreed to be paid hereon, remain unpaid at maturity, whether by acceleration or otherwise, or should the interest of First National in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should default be made with respect to any provision or provisions of the First National Notes or the First National Guaranties secured hereby, then, in any of said events, the whole of the indebtedness hereby secured, or any portion or part of the same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of First National, and this assignment shall be subject to foreclosure and may be foreclosed as now hereafter provided by law.

The undersigned further agree that First National, its successors or assigns, may bid at any sale had for the foreclosure of such security and may purchase the Mortgage if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to First National, its successors or assigns, for the foreclosure of such security, said fee to be a part of the debt hereby secured; provided, however, that if this assignment is subject to the Alabama Consumer Credit Act, §§5-19-1 et seq., Code of Alabama 1975, such attorney's fee shall be limited to 15% of the unpaid debt after default and referral to an attorney who is not a salaried employee of First National. In the event First National exercises its right to foreclose as hereinabove provided and the proceeds from any sale had for the foreclosure of the security is greater than the First National indebtedness, interest thereon, attorneys' fees and costs, then any such excess amount realized from such sale shall be paid by First National to City National, to be applied to the indebtedness due by the undersigned to City National as hereinabove described and as evidenced by separate assignment attached hereto as Exhibit "A".



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Shelby Cnty Judge of Probate, AL  
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It is the intention of the undersigned and First National that from the date hereof all payments (principal, interest and charges) on account of the interest of the undersigned in the Mortgage Note be made directly to First National until such time as the First National Indebtedness is paid in full, at which time First National shall deliver possession of the Mortgage Note and the Mortgage to City National, and from such time all payments shall be made to City National under separate assignment; and the undersigned agree to give, concurrently with the execution hereof, written notice to the makers of the Mortgage Note that all payments on account of the interest of the undersigned in the Mortgage Note are to be made directly to First National until such time that payments due under said Mortgage Note shall be paid to City National under separate assignment. Any payment by the makers of the Mortgage Note directly to First National in accordance with this assignment and said notice shall relieve said makers from any further obligation or liability to the undersigned under the Mortgage Note for the amount so paid.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this assignment, whether one or more persons, or a corporation; all covenants and agreements herein made by the undersigned shall bind their heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the assignee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 26th day of July, 1978.

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Shelby Cnty Judge of Probate, AL  
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CAUTION -- IT IS IMPORTANT THAT  
YOU THOROUGHLY READ THE CONTRACT  
BEFORE YOU SIGN IT.

Jack C. Caddell  
Jack C. Caddell

Catherine W. Caddell  
Catherine W. Caddell

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority in and for said County and said State, hereby certify that Jack C. Caddell and wife, Catherine W. Caddell, whose names are signed to the foregoing assignment and conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the assignment and conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of July, 1978.

Douglas T. Arendall  
Notary Public

This instrument prepared by:

Douglas T. Arendall  
CABANISS, JOHNSTON, GARDNER  
DUMAS & O'NEAL  
1900 First National-Southern Natural Building  
Birmingham, Alabama 35203  
(205) 252-8800

STATE OF ALA. SHELBY CO.  
JUL 26 1978  
RECEIVED THIS  
INSTRUMENT WAS FILED

JUL 26 PM 3:31

JUDGE OF PROBATE  
Rec. 10.50  
Ind. 1.00  
11.50