19,170.03 CT306 889

201 15872

BLACKERBY AUTOMOTIVE ENTERPRISES,INC. SBC 40083

INSTALMENT NOTE, SECURITY AGREEMENT & DISCLOSURE STATEMENT

his SS# [redacted] 1) BLACKERBY AUTO PARTS,INC.

FIRST BANK OF ALABASTER 660782

~~BY: Edward Eugene Blakkerby President~~ (Name of Borrower)

P. O. Box 246

BY: Joyce Blackerby President

Alabaster, Alabama 35007

P.O.Box#220, Alabaster,Ala 35007

personal cosigners(2) 1. Mr. Edward Eugene (Name of Borrower) Blackerby

2. Mrs. Joyce Blackerby

Box#220,Alabaster (Street Address of Residence) Ala35007

(City) (County) (State) (Zip)

Credit arranged by:(1)Paying Willial L.Lawler $27,750.00(2)Paying Citizens Bank&Trust $20,182.41(3)PayingCitizens Bank&Trust$23,515.92 (4) to Blackerby's $18,551.67

~~Above 4 are brakedown of $8 principal advance below in body of this note~~

$ 132,410.40 Alabaster, Alabama January 17, 1978

For value received, the undersigned Borrower(s) (whether one or more, hereinafter called "Borrower") severally promise(s) to pay to the order of First Bank of Alabaster (hereinafter, together with any holder of this note, called the "Holder"), at any office of said Bank or at such other place as the Holder may designate, the sum of ONE HUNDRED THIRTY TWO ~~Thir~~ Hundred ten &40/100 0 0 0 0 0 0 0 0 (132,410.40) *DOLLARS in* 120 *consecutive monthly instalments of* $1,103.42 *each and a final instalment of* $ -0 *, the first such instalment to be due and payable on the* 17th *day of* FEBRUARY *,* 19 78 *, and the remaining instalments to be due and payable on the same day of each succeeding month thereafter, together with interest of 8 per- cent per annum on the unpaid principal balance after maturity of the final instalment. If the final instalment is more than twice the amount of any regularly scheduled equal payment, it is a balloon payment. If the final payment is more than one and one-half times as large as the average of earlier scheduled payments, it may be refinanced when due without penalty on terms no less favorable than the terms of the original transaction.*

210

2. To secure the payment when due of the indebtedness evidenced hereby and the performance of Borrower's covenants hereunder and all OTHER AND FUTURE INDEBTEDNESS of Borrower to Holder, Borrower hereby grants to Holder, its successors and assigns, a SECURITY INTEREST in the property described below, all accessions thereto, and the proceeds thereof (all of which are hereinafter called the "Collateral"):

Description of Vehicle	Model	Make	New or Used	Year	Length and Width	Serial Number or VIN	Use for which Purchased
							Business ☒ Farming ☐ Personal ☐

Describe other property: ~~MORTGAGE ON REAL ESTATE ON MAIN STREET IN ALABASTER GOING TO~~ WEST ALABASTER past Post Office between L&N R.R. and Buck Creek on north side is the 3 acres and new metal building of 6,000 SF

The Collateral will be kept at the following address (if different from the address of Borrower above): ______
Street City County State

Coverage of proceeds shall not be construed as giving Borrower any additional rights with respect to the Collateral, and Borrower is not authorized to sell, lease or otherwise transfer the Collateral except in accordance with Holder's written consent.

3. Holder shall have the right to set off the indebtedness evidenced hereby against any indebtedness of Holder to Borrower or any other party obligated hereon. To secure the payment of this note, Borrower hereby transfers and assigns to Holder, and grants Holder a SECURITY INTEREST in, all account balances, credits, deposits, and rights of withdrawal of Borrower with Holder, whether now or hereafter existing, and whether jointly or severally held, and Borrower agrees that Holder shall have a lien upon and SECURITY INTEREST in all property of the Borrower of every kind now or hereafter in the possession or control of Holder for any reason. The security interests of Holder under this paragraph and paragraph 2 cover AFTER ACQUIRED PROPERTY of Borrower.

4. In the event of default in the payment of any one or more monthly instalments hereunder when due; or in the event of death of, insolvency of, general assignment by, judgment against, or filing of petition in bankruptcy by or against any party obligated hereon, whether maker, endorser, surety or guarantor; or in the event Borrower fails to maintain any property damage insurance required hereunder; or in the event any of the Collateral is moved to another state for more than 30 days without Holder's written consent; or in the event the Holder reasonably deems itself insecure, then in any such event the Holder shall have the right at its election, and without notice to the Borrower or any other party, to declare the entire indebtedness evidenced hereby immediately due and payable and to proceed in any lawful manner for the collection thereof. No delay in making any election hereunder shall be construed as a waiver of the right to make one.

(1)C.C. to them & Lawler for 27,750.00(2)C.C. to them &Citizens Bank &TrustCo-43,698.33 (3)C.C. to them only for $18,551.67

5. When a scheduled payment is in default ten (10) days or more, a LATE CHARGE not exceeding five percent (5%) of the amount of such scheduled payment in default or of fifty cents ($.50) on each such scheduled payment in default, whichever is greater, but in no event more than $100, shall be paid by Borrower. In the event that Holder shall agree to a deferral of one or more scheduled payments, Borrower agrees to pay an additional DEFERRAL CHARGE for each full month that any wholly unpaid scheduled payments are outstanding after the due date of each such scheduled payment equal to that proportion of the finance charge which the amount of the deferred monthly scheduled payment bears to the sum of all monthly balances originally scheduled. If a late charge is assessed and thereafter a deferral agreement is made, any such prior assessment shall become and be a part of the deferral charge and credit shall be given for any such assessment against the total deferral charge. If the original amount financed exceeds $300.00, Borrower agrees to pay all costs of collecting or attempting to collect this note, including a reasonable ATTORNEY'S FEE not exceeding 15% of the unpaid debt after default if an attorney, not a salaried employee of Holder, is consulted with reference to suit or otherwise.

6. A FINANCE CHARGE REFUND OR CREDIT upon acceleration or for pre-payment in full will be made in accordance with the Rule of 78ths, computed to the nearest scheduled payment date. No refund of less than $1.00 shall be made. If this debt is renewed or refinanced within ninety (90) days from the date of this note the Borrower shall be entitled to a daily pro rata refund or credit of the unearned portion of the original finance charge computed as of the date of such refinancing or renewal. If this debt is renewed or refinanced after ninety (90) days from the date of this note then such refund or credit shall be calculated under the Rule of 78ths, computed to the nearest scheduled payment date.

INSURANCE

7. IF AMOUNT FINANCED exceeds $300.00 (exclusive of charges for insurance) insurance against loss of or damage to the Collateral or insurance insuring Holder's lien on the Collateral is required. If Borrower

8. CASH PROCEEDS Total principal is $90,000.00

9. OTHER CHARGES, consisting of

a. Property Insurance $ -0 they to furnish at own risk &cost
(Term ______ Months)

b. Credit Life Insurance $ -0 they specifically waived all creid life Ins. -0
(Term 120 Months)

c. Disability Insurance $ -0
(Term ______ Months)

d. Recording Fees 1st mtg R.F. $ 75.00

e. Title Fees $ -0

f. Lien, Non-recording, and Related Insurance $ -0

g. Other (Specify) $

h. TOTAL OTHER CHARGES $75.00

10. AMOUNT FINANCED (8 + 9h) $ 90,075.00

11. a. Prepaid Finance Charge $ -0

b. Required Deposit Balance $ -0

c. Total Prepaid Finance Charge and Required Deposit Balance $ -0

12. FINANCE CHARGES consisting of

otherwise transfer the Collateral except in accordance with Holder's written consent.

3. Holder shall have the right to set off the indebtedness evidenced hereby against any indebtedness of Holder to Borrower or any other party obligated h. To secure the payment of this note, Borrower hereby transfers and assigns to Holder, and grants Holder a SECURITY INTEREST in, all account balances, deposits, and rights of withdrawal of Borrower with Holder, whether now or hereafter existing, and whether jointly or severally held, and Borrower agrees Holder shall have a lien upon and SECURITY INTEREST in all property of the Borrower of every kind now or hereafter in the possession or control of Holder fo reason. The security interests of Holder under this paragraph and paragraph 2 cover AFTER ACQUIRED PROPERTY of Borrower.

4. In the event of default in the payment of any one or more monthly instalments hereunder when due or in the event of death of, insolvency of, g assignment by, judgment against, or filing of petition in bankruptcy by, or against any party obligated hereon, whether maker, endorser, surety or guarant in the event Borrower fails to maintain any property damage insurance required hereunder, or in the event any of the Collateral is moved to another state for than 30 days without Holder's written consent, or in the event the Holder reasonably deems itself insecure, then in any such event the Holder shall hav right at its election, and without notice to the Borrower or any other party, to declare the entire indebtedness evidenced hereby immediately due and payab to proceed in any lawful manner for the collection thereof. No delay in making any election hereunder shall be construed as a waiver of the right to make

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INSURANCE

7. IF AMOUNT FINANCED exceeds $300.00 (exclusive of charges for insurance) insurance against loss of or damage to the Collateral or insurance insuring Holder's lien on the Collateral is required. If Borrower at any time fails to provide such insurance coverage Holder may, at its election and upon 10 days' notice to Borrower, purchase single interest insurance, and Borrower agrees to reimburse Holder for the cost of same. BORROWER MAY CHOOSE PERSON THROUGH WHICH PROPERTY INSURANCE IS OBTAINED. BORROWER HAS THE OPTION OF PROVIDING ANY SUCH INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY BORROWER. NO CREDIT LIFE OR DISABILITY INSURANCE IS REQUIRED AND NONE IS PROVIDED UNLESS SIGNED AND DATED IN THE SPACE PROVIDED. The term of any credit life or disability insurance provided herein shall end on the maturity date of the final instalment on this note as originally scheduled, unless a shorter term is disclosed in Item 9 OTHER CHARGES. The term of any property damage insurance provided hereunder is one year unless a different term is disclosed in Item 9, OTHER CHARGES. Borrower desires and requests Holder to obtain insurance coverage as checked below:

☐ Property Damage Insurance [See Item 9, OTHER CHARGES] .... Cost $ -0 they to furnish at own cost & risk

☐ Credit Life [See Item 9, OTHER CHARGES] .... Cost $ -0 waived by both makers specifically

☐ Disability Insurance (A&H) [See Item 9, OTHER CHARGES] .... Cost $ -0

I desire property damage, credit life and/or disability insurance as checked above if available, but understand that coverage of either may be declined; if declined, any charge therefor shall be paid to me or credited to my account at Holder's option. I certify that I am ______ years of age and in good health to the best of my knowledge.

waived by both makers specifically

(Only the Insured Borrower signs here)

______________________, 19____

Date

NO INSURANCE PROVIDED BY THIS NOTE COVERS LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.

BOOK 012 PAGE 271

1.C.C. to them & Lawler for 27,750.00(2)C.C. to th &Citizens Bank &TrustCo-43,698.33 (3)C.C. to the only for $18,551.67

8. CASH PROCEEDS Total principal is $90,000

9. OTHER CHARGES, consisting of

a. Property Insurance .... $ -0 they to furni (Term ______ Months) at own risk &c

b. Credit Life Insurance .... $ -0 they specific (Term 120 Months) waived all c

c. Disability Insurance .... $ -0 life Ins. (Term ______ Months)

d. Recording Fees 1st mtg R.F. $ 75.00

e. Title Fees .... $ -0

f. Lien, Non-recording, and Related Insurance .... $ -0

g. Other (Specify) .... $

h. TOTAL OTHER CHARGES $75.00

10. AMOUNT FINANCED (8+9h) .... $ 90,0[illegible]

11. a. Prepaid Finance Charge .... $ -0

b. Required Deposit Balance .... $ -0

c. Total Prepaid Finance Charge and Required Deposit Balance .... $

12. FINANCE CHARGES, consisting of

a. Interest .... $ 42,335.40

b. Credit or Investigation Fee .... $ -0

c. Other (Specify) .... $ -0

13. FINANCE CHARGE (12a + 12b + 12c) .... $ 42,55[illegible]

14. ANNUAL PERCENTAGE RATE 8.22

15. TOTAL OF PAYMENTS (10 + 13) .... $ 132,41[illegible]

16. If this is a renewal note:

Previous balance .... $______

Less unearned charges .... $______ = net payoff $______

17. No provision of this note requires the payment or permits the collection finance charges in excess of the maximum permitted by law. If any finance [illegible] excess of the maximum permitted by law is or shall be adjudicated to be p[illegible] herein, the provisions of this paragraph shall govern, and Borrower sh[illegible] obligated to pay the amount of such finance charge to the extent that it [illegible] of the amount permitted by law. Any such excess paid by Borrower will b[illegible] trust by Holder to be refunded or credited upon demand. If any provision of [illegible] unlawful or unenforceable, each such provision shall be without force [illegible] without thereby affecting any other provisions hereof.

18. Borrower and every other party obligated hereon severally waive [illegible] presentment, notice of dishonor, protest, suit and other requirement necessa[illegible] them liable hereon and each such party waives all rights of exemption of pro[illegible] levy and sale under the Constitution and laws of the State of Alabama, [illegible] however, that no consumer protection provision of the Alabama Consumer Cre[illegible] is waived hereby.

IN WITNESS WHEREOF, the parties have signed this note without condition on the above date. At the time of signing, Borr[illegible] and every other party obligated hereon each acknowledge receipt of duplicate copies hereof, completely and legibly filled in and [illegible] which constitutes the entire agreement between the parties, and no modification thereof shall be valid in any event unless made in [illegible] and signed by the parties hereto. The terms and conditions on the reverse side are a part of this note.

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

1. BLACKERBY AUTOMOTIVE ENTERPRISES, INC.

BY: Edward E. Blackerby

BY Borrower's Signature Joyce Blackerby

In consideration of the loan this day made to Borrower, the undersigned, claiming an interest in the Collateral, hereby join(s) in granting the security interest provided in paragraph 2 and agree(s) to be bound to the same extent Borrower is bound by the provisions of paragraphs 20, 21, 22, 23, 24, 25, and 26 of the within Note, but the undersigned shall not otherwise be obligated hereon.

2. PERSONAL COSIGNERS

Borrower's Signature

(1) Edward Eugene Blackerby — Edward E. Blackerby

SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

Payment Guaranteed See Guaranty Agreement on Reverse

U.S. Small Business Administration

(2) Joyce Blackerby — Joyce Blackerby

ADDITIONAL TERMS AND CONDITIONS

19. All risk of loss or injury to or destruction of the Collateral shall be at all times on the Borrower, and the Borrower's obligations hereunder shall in no way be impaired by any loss, injury or destruction to or of the Collateral.

20. Borrower will immediately, and in no event later than five (5) days after such change, notify Holder in writing of any change in Borrower's address from that shown on this note. Borrower agrees not to remove the Collateral, or any part thereof, from the state of Alabama for more than 30 consecutive days without Holder's written consent.

21. Borrower will furnish Holder such further information and will execute and deliver to Holder such financing statements and other papers and will do all other acts and things as Holder may from time to time reasonably request.

22. Borrower agrees not to hire or lease the Collateral to any person or persons, nor permit the same to be used for hire. Borrower will keep the Collateral good order and repair, and will not abuse, waste or destroy any part thereof and will not use the Collateral in violation of any applicable statute, ordinance or policy of insurance thereon. Holder may examine and inspect the Collateral at any reasonable time. In the event of loss or damage to the Collateral, Borrower will immediately send written notice thereof to Holder. Borrower will conform or comply with the terms of any lease covering the premises whereon the Collateral is located.

23. Borrower agrees to pay and discharge all taxes, assessments, charges, liens or other encumbrances at any time levied or placed on the Collateral, and to pay for the storage, repair, maintenance and preservation thereof, and upon Borrower's failure to do so promptly, Holder may pay such costs and expenses and Borrower shall reimburse Holder upon demand, provided that Holder shall be under no duty to pay such costs and expenses.

24. In the event of default hereunder Borrower agrees immediately to remove all non-collateral personal property from the Collateral, and Borrower's failure to do so shall be a bar to any action against Holder for taking such property when the Collateral is repossessed. Upon demand by Holder after default Borrower shall assemble the Collateral and make it available to Holder at a place designated by Holder. To the extent that notice of any sale or other disposition of the Collateral upon repossession is required by law to be given to Borrower, the requirement of reasonable notice shall be met by mailing such notice to Borrower at the address shown hereon, or at such address as Borrower shall furnish Holder in writing, at least five (5) days before the time of such sale or disposition.

25. Borrower hereby consents that Holder and its agents may come upon any and all premises where the Collateral is located and agrees that any such entry for the purpose of repossession of the Collateral after default shall not be a trespass upon the premises and any such repossession shall not be a conversion of the Collateral.

26. Holder shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder or as provided by law, and no waiver of any kind shall be valid unless in writing and signed by Holder. Holder may take or release any other security for, and may release any party primarily or secondarily liable on, this note, and may grant extensions, renewals, or indulgences hereof, all without releasing or in any way affecting the liability of any party obligated hereon.

GUARANTY AGREEMENT

For value received, each of the guarantors, jointly and severally, guarantees the prompt and unconditional payment, performance and discharge of all of Borrower's obligations under the within note, and agrees in the event of default in any of said obligations to pay upon demand the full amount remaining unpaid thereunder together with a reasonable attorneys' fee not exceeding 15% of such amount if the original amount financed exceeds $300 and if an attorney, not a salaried employee of Holder, is consulted with reference to suit or otherwise. The liability of each guarantor hereunder shall not be affected by any extension, renewal or other change in the time of payment of the note, or any change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for the payment thereof, or the release or non-perfection of any security interest in or lien on any collateral therefor. The Holder of the within note shall not be bound to exhaust its recourse against Borrower or any other person or any security the Holder may have at any time before being entitled to payment from the guarantors hereunder. Each of the guarantors hereby waives demand, presentment, and protest, and further waives notice of the acceptance of this guaranty, notice of dishonor, and any other demands and notices required by law, provided, however, that no consumer protection provision of the Alabama Consumer Credit Act is waived hereby.

BOOK 012 PAGE 273

RECORDING FEES

Recording Fee $ 10.00

Index Fee 1.00

TOTAL $ 11.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 DEC 19 AM 11: 32

JUDGE OF PROBATE

PAY TO THE ORDER OF

Small Business Administration

Without recourse and without any warranty, whatsoever on the part of the undersigned.

THE FIRST BANK OF ALABASTER

BY [signature] AVP

LOAN APPROVED
THE FIRST BANK OF ALABASTER
LOAN COMMITTEE

Date 1-17-78

By [signature]

By [signature]

By [signature]