

19/10/03
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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 ALABAMA 860782 BY: Edward Eugene Blackerby President
P. O. Box 246 BY: Joyce Blackerby President (Name of Borrower)
Alabaster, Alabama 35007 P.O. Box #220, Alabaster, Ala 35007
personal cosigners (2) 1. Mr. Edward Eugene (Name of Borrower) Blackerby
Credit arranged by: (1) Paying Willial L. Lawler 2. Mrs. Joyce Blackerby
\$27,750.00 (2) Paying Citizens Bank & Trust Co. \$23,515.72 (Box #220, Alabaster Street Address of Residence) Ala 35007
(1) to Blackerby's \$18,551.67
Above 4 are breakdown of \$8 principal advance
below in body of this note (City) (County) (State) (Zip)

\$ 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 THIRTY TWO Hundred ten & 40/100 0 0 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.

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 ☐

MORTGAGE ON REAL ESTATE ON MAIN STREET IN ALABASTER GOING TO WEST ALABASTER past Post Office between I&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):
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 an election hereunder shall be construed as a waiver of the right to make one.

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 dolly 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.

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 of Borrower.

8. CASH PROCEEDS Total principal is \$90,000.00

9. OTHER CHARGES, consisting of

- a. Property Insurance \$ -0 they to furnish (Term _____ Months) at own risk & cost
- b. Credit Life Insurance \$ -0 they specifically (Term 120 Months) waived all creid
- c. Disability Insurance \$ -0 life Ins. -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

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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 hereunder. 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 for 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 installments hereunder when due or in the event of death of, insolvency of, or assignment by, judgment against or filing of petition in bankruptcy by or against any party obligated hereon, whether maker, endorser, surety or guarantor, 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 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 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.

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 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 installment 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
- ☐ Credit Life [See Item 9, OTHER CHARGES] Cost \$ -0 waived
- ☐ 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)

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

IN WITNESS WHEREOF, the parties have signed this note without condition on the above date. At the time of signing, Borrower and every other party obligated hereon each acknowledge receipt of duplicate copies hereof, completely and legibly filled in and which constitutes the entire agreement between the parties, and no modification thereof shall be valid in any event unless made in writing 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 TERMS ON REVERSE SIDE

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 CO-SIGNERS

(1) Edward Eugene Blackerby

SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE

U.S. Small Business Administration

BY: Edward E. Blackerby
BY: Eugene Blackerby
Payment Guaranteed See Guaranty Agreement on Reverse

9. OTHER CHARGES, consisting of

- a. Property Insurance \$ -0 they to furnish at own risk &c
- b. Credit Life Insurance \$ -0 they specifically waived all c
- c. Disability Insurance \$ -0 life Ins.
- 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) \$ 90,000

- 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

42,335.40

13. FINANCE CHARGE (12a + 12b + 12c) \$ 8.22

14. ANNUAL PERCENTAGE RATE 132,410

15. TOTAL OF PAYMENTS (10 + 13) \$

16. If this is a renewal note:

Previous balance \$
Less unearned charges \$ = net payoff \$

by both makers specifically

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

18. Borrower and every other party obligated hereon severally waive demand, presentment, notice of dishonor, protest, suit and other requirements necessary to make them liable hereon and each such party waives all rights of exemption of property from levy and sale under the Constitution and laws of the State of Alabama, and, however, that no consumer protection provision of the Alabama Consumer Credit Act is waived hereby.

BLACKERBY AUTOMOTIVE ENTERPRISES, INC.

BY: Edward E. Blackerby

BY: Eugene Blackerby

BY: Eugene Blackerby

BY: Eugene Blackerby

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RECORDING FEES

Recording Fee \$ 10.00
Index Fee 1.00
TOTAL \$ 11.00

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

David C. Kelly, M.D.

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

1984 DEC 19 AM 11:32

JUDGE OF PROBATE

LOAN APPROVED

THE FIRST BANK OF ALABASTER
LOAN COMMITTEE

Date

1-17-78

By

J. E. Braxton

By

J. A. Jones

By

[Signature]

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