

1. Debtor(s) (Last Name First) and address(es)

Hardin, Marvin R. and Andrea C.  
Rt. 1 Box 85  
Sterrett, AL 35147

2. Secured Party (ies) and address(es)

**SouthTrust Bank of Alabama,**  
NATIONAL ASSOCIATION  
P.O. Box 2554  
Birmingham, Alabama 35290

3. Filing Officer (Date, Time, No., and Filing Office)

1990 JUN 19 AM 9:43

025805

4. ☐ Debtor is a utility.

5. This financing statement covers the following types (or items) of property:

One new Destiny 1981 Mobile Home DI-102 56x24 Serial Number 1604.

Complete only when filing with the Judge of Probate:

6. The initial indebtedness secured by this financing statement is \$ 11,105.03  
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 42.807. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)8. Check X if covered: ☐ Products of Collateral are also covered.

No. of additional sheets presented \_\_\_\_\_

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.☐ which is proceeds of the original collateral described above in which a security interest is perfected☐ acquired after a change of name, identity or corporate structure of debtor☐ as to which the filing has lapsedFiled with: Shelby County

SouthTrust Bank of Alabama, NA

Signature(s) of Debtor(s)

(1) FILING OFFICER - ALPHABETICAL

6-923509

Signature(s) of Secured Party (ies)  
(Required only if filed without debtor's Signature—see Box 9)

Credit arranged through:

BIRMINGHAM TRUST NATIONAL BANK

P. O. BOX 2554

BIRMINGHAM, ALABAMA 35290

SALES CONTRACT, SECURITY AGREEMENT & DISCLOSURE STATEMENT

THIS AGREEMENT, made the 20<sup>th</sup> day of OCTOBER, 1980, by and between  
ADDORRE HOME INC. D/E/A  
2005 Old Ashville Road Leeds AL 35094

SELLER'S NAME ADDRESS OF SELLER CITY STATE ZIP CODE  
hereinafter called "Seller", and MARVIN R. AND ANDREA C. HARDIN  
RESIDENCE ADDRESS CITY COUNTY STATE ZIP CODE  
hereinafter called "Buyer":  
Route 1, PO Box 85 STEARNS SHELBY AL 35147

1. In consideration of the Deferred Payment Price (Item 17, below), the Seller hereby sells and the Buyer purchases, subject to the Terms and Conditions on the face and reverse side hereof, the property described below (which property is hereafter collectively referred to as the "Collateral"), the delivery and acceptance of which in good condition is hereby acknowledged by Buyer.

Description of Collateral	Make	New or Used	Year	Model	Length and Width	Serial Number	Use for which Purchased
mobile home	DESTINY	NEW	1981	DI-102	56/24	1604	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business <input type="checkbox"/> Agriculture

☐ WASHING MACHINE ☐ DRYER ☐ AIR CONDITIONER ☐ RADIO ☐ TAPE PLAYER ☐ OTHER

2. Buyer promises to pay the Total of Payments (Item 16, below) to Seller, its successors or assigns (hereinafter called "Holder") at any office of Birmingham Trust National Bank or at such other place as Holder shall designate, in

120 consecutive monthly instalments of \$219.51 each and a final instalment of \$\_\_\_\_\_, the first such instalment being due on the 24<sup>th</sup> day of NOVEMBER, 1980, and another such instalment being due on the same day of each succeeding month thereafter until said sum is paid in full, with interest at the rate of 8 percent per annum on the unpaid balance of the Amount Financed after maturity of the final instalment hereunder. If checked here ☐, the final instalment is more than 2 times the amount of any regularly scheduled equal payment and is a BALLOON PAYMENT. If the final payment is more than 1 1/2 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.

3. To secure the payment and performance of all of Buyer's obligations under this agreement, Seller has retained title to, and is hereby granted a Uniform Commercial Code SECURITY INTEREST in, the Collateral, all accessories now or within 10 days hereafter affixed thereto, all accessions now or hereafter affixed thereto, and the proceeds of all of the above.

4. Holder shall have the right to set off the indebtedness evidenced hereby against any indebtedness of Holder to Buyer or any other party obligated hereon. To further secure the payment of this note, Buyer hereby transfers and assigns to Holder, and grants Holder a SECURITY INTEREST in, all account balances, credits, deposits, and rights of withdrawal of Buyer with Holder, whether now owned or hereafter acquired, and whether jointly or severally held. The SECURITY INTERESTS granted in this paragraph and in paragraph 3 shall also secure all OTHER AND FUTURE INDEBTEDNESS of Buyer to Holder, and cover AFTER ACQUIRED PROPERTY of Buyer to the extent set forth herein.

5. 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 Buyer 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 consent; or in the event the Holder reasonably deems itself insecure, the Holder shall have the right at its election and without notice to Buyer 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. In the event of acceleration of the due date of this debt, Buyer will receive a credit of unearned finance charges and unearned credit insurance premiums, if any, as if this debt had been prepaid in full on the date the due date was accelerated.

6. When a scheduled payment is in default 10 days or more, a LATE CHARGE not exceeding 5% of the amount of such scheduled payment in default or of \$.50 on each such scheduled payment in default, whichever is greater, but in no event more than \$100, shall be paid by Buyer. If the original amount financed exceeds \$300.00, Buyer agrees to pay all costs of collecting or attempting to collect this debt, 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.

7. Buyer may pay the entire amount remaining unpaid under this agreement ahead of schedule at any time without penalty. In the event of prepayment in full, Buyer will receive a refund of any unearned finance charge of \$1.00 or more and of any unearned credit insurance premium of \$1.00 or more. The amount of these refunds will be computed to the nearest scheduled payment date (for finance charges) and to the nearest monthly policy date (for insurance premiums) in accordance with the Rule of 78ths.

9. CASH PRICE ..... \$24,089.31  
(including accessories, installation charges and sales taxes)

10. DOWNPAYMENT, consisting of:

(a) Trade-In ..... \$\_\_\_\_\_

Year Make Model

(b) Gross Balance

Owing on Trade-In ..... \$\_\_\_\_\_

(c) Less: Unearned charges \$\_\_\_\_\_

(d) Net Pay off [(b)-(c)] ..... \$\_\_\_\_\_

(e) Net Allowance [(a)-(d)] ..... \$\_\_\_\_\_

(f) Cash Downpayment ..... \$2,400.00

(g) Total Downpayment [(e)+(f)] ..... \$2,400.00

11. UNPAID BALANCE OF CASH PRICE [9-10(g)] ..... \$21,689.31

12. OTHER CHARGES, consisting of:

(a) Credit Life Insurance ..... \$\_\_\_\_\_

(b) Disability Insurance ..... \$\_\_\_\_\_

(c) Property Insurance ..... \$\_\_\_\_\_

(d) Recording Fees ..... \$37.55

(e) Title Fees ..... \$\_\_\_\_\_

(f) Lien, Non-Recording Insurance ..... \$\_\_\_\_\_

(g) License Fee ..... \$\_\_\_\_\_

(h) Other (Specify) ..... \$\_\_\_\_\_

(i) Other (Specify) ..... \$\_\_\_\_\_

(j) Total Other Charges [a+b+c+d+e+f+g+h+i] ..... \$37.55

13. UNPAID BALANCE-AMOUNT FINANCED

[11+12(j)] ..... \$21,726.86

14. FINANCE CHARGES, consisting of:

(a) Time Price Differential ..... \$\_\_\_\_\_

(b) Investigation Fee ..... \$\_\_\_\_\_

(c) Lien, Non-Recording Insurance ..... \$\_\_\_\_\_

(d) Other (Specify) ..... \$\_\_\_\_\_

15. FINANCE CHARGE [14(a)+14(b)+14(c)+14(d)] ..... \$31,119.34

16. TOTAL OF PAYMENTS [13+15] ..... \$52,846.20



final instalment of \$24.15 day of NOVEMBER, 1980, and another such instalment being due on the same day of each succeeding month thereafter until said sum is paid in full, with interest at the rate of 8 percent per annum on the unpaid balance of the Amount Financed after maturity of the final instalment hereunder. If checked here ☐, the final instalment is more than 2 times the amount of any regularly scheduled equal payment and is a BALLOON PAYMENT. If the final payment is more than 1 1/2 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.

3. To secure the payment and performance of all of Buyer's obligations under this agreement, Seller has retained title to, and is hereby granted a Uniform Commercial Code SECURITY INTEREST in, the Collateral, all accessories now or within 10 days hereafter affixed thereto, all accessions now or hereafter affixed thereto, and the proceeds of all of the above.

4. Holder shall have the right to set off the indebtedness evidenced hereby against any indebtedness of Holder to Buyer or any other party obligated hereon. To further secure the payment of this note, Buyer hereby transfers and assigns to Holder, and grants Holder a SECURITY INTEREST in, all account balances, credits, deposits, and rights of withdrawal of Buyer with Holder, whether now owned or hereafter acquired, and whether jointly or severally held. The SECURITY INTERESTS granted in this paragraph and in paragraph 3 shall also secure all OTHER AND FUTURE INDEBTEDNESS of Buyer to Holder, and cover AFTER ACQUIRED PROPERTY of Buyer to the extent set forth herein.

5. 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 Buyer 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 consent; or in the event the Holder reasonably deems itself insecure, the Holder shall have the right at its election and without notice to Buyer 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. In the event of acceleration of the due date of this debt, Buyer will receive a credit of unearned finance charges and unearned credit insurance premiums, if any, as if this debt had been prepaid in full on the date the due date was accelerated.

6. When a scheduled payment is in default 10 days or more, a LATE CHARGE not exceeding 5% of the amount of such scheduled payment in default or of \$.50 on each such scheduled payment in default, whichever is greater, but in no event more than \$100, shall be paid by Buyer. If the original amount financed exceeds \$300.00, Buyer agrees to pay all costs of collecting or attempting to collect this debt, 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.

7. Buyer may pay the entire amount remaining unpaid under this agreement ahead of schedule at any time without penalty. In the event of prepayment in full, Buyer will receive a refund of any unearned finance charge of \$1.00 or more and of any unearned credit insurance premium of \$1.00 or more. The amount of these refunds will be computed to the nearest scheduled payment date (for finance charges) and to the nearest monthly policy date (for insurance premiums) in accordance with the Rule of 78ths.

#### INSURANCE

8. Buyer agrees to maintain insurance against loss of or damage to the Collateral in the amount of \$300, exclusive of charges for insurance, at any time fails to provide such insurance coverage Holder may, at its election, purchase such insurance coverage and Buyer agrees to reimburse Holder on demand for the cost of same. If checked here ☐, insurance insuring THROUGH WHICH PROPERTY INSURANCE IS OBTAINED. BUYER MAY CHOOSE PERSON OF PROVIDING ANY REQUIRED INSURANCE THROUGH AN EXISTING POLICY OR A POLICY INDEPENDENTLY OBTAINED AND PAID FOR BY BUYER. NO CREDIT LIFE OR DISABILITY INSURANCE IS REQUIRED AND NONE IS PROVIDED UNLESS SIGNED AND DATED IN THE SPACE BELOW. The term of any credit life or disability insurance provided hereunder shall end on the maturity date of the final instalment on this debt as originally scheduled, unless a shorter term is disclosed below. The term of any property damage insurance provided hereunder is 12 months unless a different term is disclosed below. Buyer desires and requests Holder to obtain insurance coverage as checked below:

- ☐ Credit Life Insurance  
[term \_\_\_\_\_ months] Cost \$ \_\_\_\_\_
- ☐ Disability Insurance (A&H)  
[term \_\_\_\_\_ months] Cost \$ \_\_\_\_\_
- ☐ Property Damage Insurance: Dual Interest  
[term \_\_\_\_\_ months] Cost \$ \_\_\_\_\_
- ☐ Property Damage Insurance: Single Interest  
[term \_\_\_\_\_ months] Cost \$ \_\_\_\_\_

I desire insurance as checked above if available, but understand that coverage may be declined; if declined, any charge therefore 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.

[Only the Insured Buyer signs here] \_\_\_\_\_ [Date] \_\_\_\_\_, 19\_\_\_\_

#### NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

	Year	Make	Model
(b) Gross Balance			
Owing on Trade-In			
(c) Less: Unearned charges			
(d) Net Pay off [(b)-(c)]			
(e) Net Allowance [(a)-(d)]			
(f) Cash Downpayment			
(g) Total Downpayment [(e)+(f)]			
11. UNPAID BALANCE OF CASH PRICE [9-10(g)]			

#### 12. OTHER CHARGES, consisting of:

(a) Credit Life Insurance	
(b) Disability Insurance	
(c) Property Insurance	
(d) Recording Fees	37.55
(e) Title Fees	
(f) Lien, Non-Recording Insurance	
(g) License Fee	
(h) Other (Specify)	
(i) Other (Specify)	
(j) Total Other Charges [a+b+c+d+e+f+g+h+i+j]	37.55

#### 13. UNPAID BALANCE-AMOUNT FINANCED

[11+12(j)] \$21,726.86

#### 14. FINANCE CHARGES, consisting of:

(a) Time Price Differential	
(b) Investigation Fee	
(c) Lien, Non-Recording Insurance	
(d) Other (Specify)	

15. FINANCE CHARGE [14(a)+14(b)+14(c)+14(d)] \$31,119.34

16. TOTAL OF PAYMENTS [13+15] \$52,846.20

17. DEFERRED PAYMENT PRICE [9+12(j)+15] \$55,246.20

18. ANNUAL PERCENTAGE RATE 14.29 %

19. Unless a warranty is written hereon or contained on a separate writing signed by Seller and delivered to Buyer, Seller makes NO WARRANTIES, EXPRESS OR IMPLIED, with respect to the Collateral, and Buyer agrees that Seller makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Collateral.

20. Buyer and every other party obligated hereon severally waive demand, presentment, notice of dishonor, protest, suit, and any other requirement necessary to hold 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, provided however, that no consumer protection provision of the Alabama Consumer Credit Act is waived hereby. If there is more than one Buyer hereon, each agrees to be jointly and severally bound by the provisions of this agreement.

21. This Agreement is executed by Seller subject to the approval of the credit of Buyer(s).

IN WITNESS WHEREOF, the parties have signed and sealed this note without condition on the above date. At the time of signing, Buyer acknowledges receipt of a duplicate copy hereof, completely and legibly filled in and signed, 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.

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

x Marvin R. Hardin (SEAL)  
Buyer's Signature

x Andrea C. Hardin (SEAL)  
Buyer's Signature

Payment Guaranteed: See guaranty agreement on reverse side (SEAL)  
Sellers: AD-Edwards-Jones Inc. D181A

By Bar Williams

SEE ADDITIONAL TERMS AND CONDITIONS ON REVERSE SIDE  
OCT 8 1 1980