

Active Building Contractors, Inc.

J. Donald Gilbert

Carolyn O. Gilbert

CS

MORTGAGOR

"I" includes each mortgagor above.

This instrument was prepared by

(Name) Ben L. Zarzaur, Attorney

(Address) 2125 Morris Avenue, Birmingham, Alabama 35203

BANK OF ALABAMA

1209 DECATUR HIGHWAY, P.O. BOX 340
FULTONDALE, ALABAMA 35068

MORTGAGEE

"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Active Building Contractors, Inc., a corporation, J. Donald Gilbert and wife, Carolyn O. Gilbert, mortgage, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on May 26, 1992, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: Court Place (Street), Pelham (City), Alabama 35124 (Zip Code)

LEGAL DESCRIPTION:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

SEE THE ATTACHED UNIVERSAL NOTE AND SECURITY AGREEMENT AND ATTACHMENTS THERETO WHICH ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF AS IF SET OUT FULLY HEREIN.

located in Shelby County, Alabama.

TITLE: I covenant and warrant title to the property, except for see the Exhibit "A"

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage and all modifications, extensions and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

☒ **Promissory Note**

☐ **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

☐ **Revolving credit loan agreement dated** _____ **All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.**

The above obligation is due and payable on May 26, 1994 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Two Hundred Fifty

Thousand and NO/100 Dollars (\$ 250,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☐ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, I agree to the terms and covenants contained in this mortgage (including those on page 2 which are hereby incorporated onto page 1 of this mortgage form) and in any riders described above and signed by me.

J. Donald Gilbert (Seal)

Carolyn O. Gilbert (Seal)

Carolyn O. Gilbert

Active Building Contractors, Inc. (Seal)

BY: J. Donald Gilbert, Its: President (Seal)

WITNESSES: CS

ACKNOWLEDGMENT: STATE OF ALABAMA, Jefferson County ss:

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that

Active Building Contractors, Inc., a corporation, J. Donald Gilbert and wife, Carolyn O. Gilbert

Individual

whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Corporate

whose name(s) as President of the Active Building Contractors, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 26th day of May, 1992

My commission expires:

(Notary Public)

ALABAMA

My Commission Expires February 20, 1993

(page 1 of 2)

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. All insurance policies shall include a standard mortgage clause in favor of you. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous sentence. If you invoke the power of sale, you will give notice of the sale by publication once a week for three successive weeks in some newspaper published in the county in which the property or any portion of it is located. This notice will give the time, place and terms of the sale, and a description of the property. After this notice is given, the property will be sold to the highest bidder at public auction at the front door of the County Courthouse of the county in which the notice of sale was published.

7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. Waiver of Homestead. I hereby waive all right of homestead exemption in the property.

9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release. When I have paid the secured debt in full and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

EXHIBIT "A"

PARCEL I:

A tract of land in the SW 1/4 of NW 1/4 of Section 13, Township 20 South, Range 3 West described as follows:

Commence at the southwest corner of said quarter-quarter section; thence run east along the south line for a distance of 552.40 feet to a point on the east right of way line of U.S. Highway #31; thence run in a northeasterly direction along said right of way for a distance of 1451.48 feet to an iron pin found; thence turn an angle to the right of 63 degrees 21 minutes 26 seconds and run in an easterly direction for a distance of 392.23 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 336.88 feet to a iron pin found at the northwest corner of old parcel 2, as recorded in Deed 21, Page 28 in the Office of the Judge of Probate of Shelby County, Alabama; thence turn an angle to the right of 00 degrees 01 minutes 34 seconds and run in an easterly direction for a distance of 289.92 feet to an iron pin found; thence turn an angle to the right of 80 degrees 00 minutes 46 seconds and run in a southeasterly direction for a distance of 263.25 feet to an iron pin found; thence turn an angle to the right of 21 degrees 11 minutes 32 seconds and run in a southwesterly direction for a distance of 40.96 feet to an iron pin found; thence turn an angle to the right of 78 degrees 41 minutes 44 seconds and run in a westerly direction for a distance of 327.26 feet to an iron pin found at the southwest corner of said old parcel 2; thence turn an angle to the right of 00 degrees 04 minutes 58 seconds and run in a westerly direction for a distance of 337.46 feet to an iron pin set; thence turn an angle to the right of 90 degrees 03 minutes 32 seconds and run in a northerly direction for a distance of 299.96 feet to the point of beginning.

PARCEL II:

Begin at the most southerly corner of Lot 2 of Pelham Industrial Court as recorded in Map Book 8, Page 23 in the Office of the Judge of Probate of Shelby County, Alabama; thence in a southeasterly direction along the projection of the southwesterly line of said Lot 2 a distance of 159.25 feet to the beginning of a curve to the right having a radius of 740.41 feet; thence in a southeasterly direction along said curve, a distance of 145.50 feet to the end of said curve; thence in a southeasterly direction along a line tangent to said curve a distance of 216.89 feet; thence 94 degrees 45 minutes 35 seconds left in a northeasterly direction a distance of 105.73 feet; thence 24 degrees 00 minutes left, in a northerly direction a distance of 250.00 feet; thence 11 degrees 00 minutes right in a northeasterly direction a distance of 78.30 feet; thence turn 101 degrees 05 minutes 40 seconds left and run westerly 327.26 feet; thence turn right 00 degrees 04 minutes 58 seconds and run westerly 138.80 feet to the most easterly corner of said Lot 2; thence 72 degrees 30 minutes left in a southwesterly direction along the southeasterly line of said Lot 2 a distance of 224.63 feet to the point of beginning.

PARCEL III:

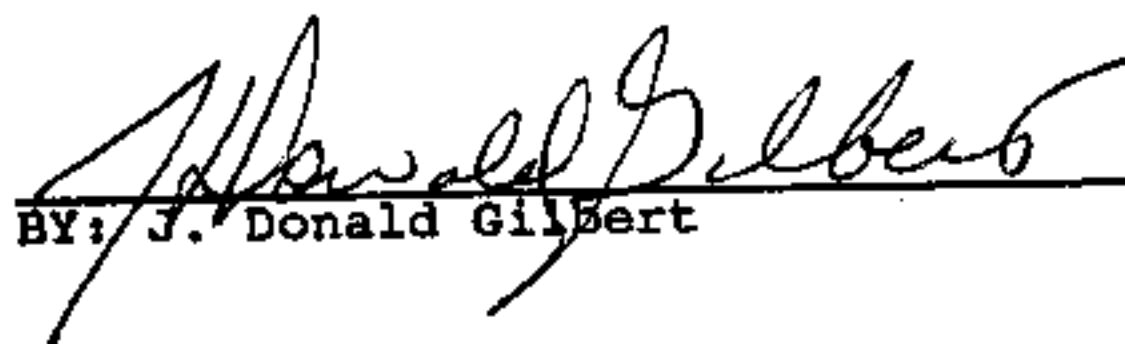
Lot 2, according to the Survey of Pelham Industrial Court, as recorded in Map Book 8, Page 23, in the Probate Office of Shelby County, Alabama. Except the westerly 15.0 feet being more particularly described as follows: Begin at the southwesterly corner of said Lot 2, thence in a southeasterly direction, along the northeasterly right of way line of Court Place, a distance of 15.0 feet, thence 90 degrees 00 minutes 00 seconds left, in a northeasterly direction, a distance of 174.18 feet, thence 107 degrees 30 minutes 00 seconds left, in a westerly direction, a distance of 15.73 feet, thence 72 degrees 30 minutes left, in a southwesterly direction a distance of 169.45 feet to the point of beginning.


SUBJECT TO:

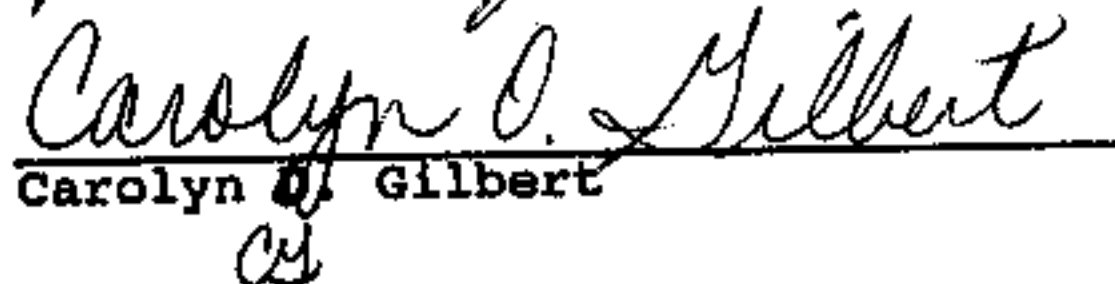
1. Ad valorem taxes for the current year, 1992.
2. Right of Way granted to South Central Bell by instrument recorded in Volume 285, Page 183, in the Probate Office of Shelby County, Alabama.
3. Easement, recorded in Real 230, Page 620, in the Probate Office of Shelby County, Alabama.
4. Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured.

IN WITNESS WHEREOF, the borrower(s) ("Mortgagor(s)") has/have executed this Exhibit "A" attachment.

Active Building Constructors, Inc.

 (SEAL)
BY: J. Donald Gilbert

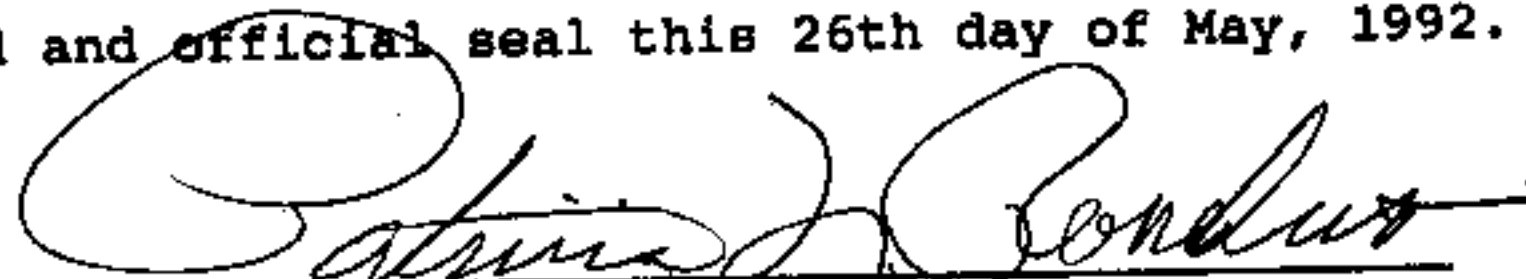
 (SEAL)
J. Donald Gilbert

 (SEAL)
Carolyn O. Gilbert
CS

THE STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Donald Gilbert whose name as President of Active Building Constructors, Inc., a corporation, is signed to the foregoing Exhibit "A", and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Exhibit "A", he, as such officer and with full authority, executed the same voluntarily on for and as the act of said corporation.

Given under my hand and official seal this 26th day of May, 1992.

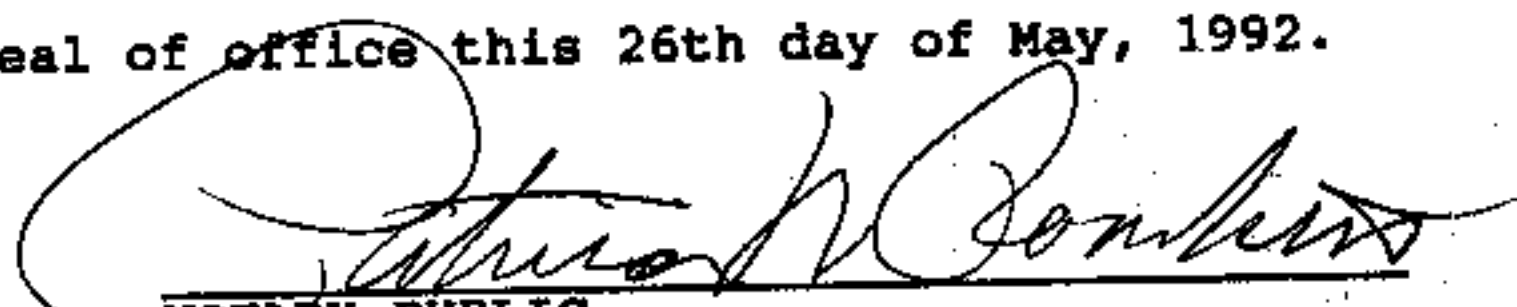

NOTARY PUBLIC
My commission expires:

My Commission Expires February 20, 1993

THE STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that J. Donald Gilbert and wife, Carolyn O. Gilbert, whose names are signed to the foregoing Exhibit "A", and who are known to me, acknowledged before me that, being informed of the contents of the Exhibit "A", they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this 26th day of May, 1992.


NOTARY PUBLIC
My commission expires:
My Commission Expires February 20, 1993

THIS INSTRUMENT WAS PREPARED BY: Ben L. Zarzaur, Attorney
NAJJAR DENABURG, P.C.
2125 Morris Avenue, Birmingham, Alabama 35203
(205) 250-8400

UNIVERSAL NOTE AND SECURITY AGREEMENT
CLARK, JON BANKERS SYSTEMS INC. ST CLOUD MN (1-800-397-2341) FORM UNS-AL 1/18/92 (page 1 of 2)

APPLICABLE LAW - The law of the state of Alabama will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of the agreement. No modification of this law or any agreement securing this note is effective unless the modification is in writing and signed by you and me. Time is of the essence in this agreement.

INTEREST. - If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on the note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law, you shall refund it to me.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment of the note, whichever is earlier.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle you to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this loan against any right I have to receive money from you.

Said to receive money from you means:

- (1) any deposit account balance I have with you;

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you are entitled to demand payment under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to my Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the discharge of any check when the discharge occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure either debts if you tell me with respect to each other debt, to make any required disclosure about this security agreement or if you tell to give any required notice of the right of rescission. Property described in this agreement is located in another state; this agreement may also, in some circumstances, be governed by the law of the state in which the property is located.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own the Property, or to the extent this is a purchase money security interest I acquire ownership of the Property with the proceeds of the loan. I will defend against any other claim. You claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors.

I will keep books, records and accounts about the Property and business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I represent and warrant that I am the original owner of the Property and, if I am not, that I have provided the correct owner of the Property.

I will keep the Property at my address listed on page 1 of this agreement unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property in any state unless it is inventory or I receive your written permission to do so. If I sell the Property, I will give you the net proceeds.

You may demand immediate payment of the debt(s) if the debtor is a natural person and without your prior written consent, (1) a beneficial interest in the debt(s) is transferred, or (2) there is a change in either the identity of the debtor or the nature of the debt(s), or (3) there is a change in ownership of the debt(s) if the debtor is a partnership, or (4) there is a change in the number of members of a partnership, or (5) there is a change in ownership of the debt(s) if the debtor is a corporation.

I will pay all taxes and charges on the Property as they become due.
have the right of reasonable access in order to inspect the Property.

have the right to sue me for any loss or damage to the Property.
 I intend to perform any of my duties under this security agreement, or mortgage, deed of trust, lien or other security interest, you may without notice perform the duties or cause them to be performed. Your right to perform shall not create an obligation to perform and your failure to perform shall not preclude you from exercising any of your other rights under the law of security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under a security agreement: (a) payments on any nonpurchase money loan secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral acquired or it acquired at the same time, in the order selected by you. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, modifications and refinancings of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, on
 account of my obligation to pay to preserve or protect the secured prop-
 erty (such as property insured premiums). You may treat those payments
 as advances and add them to the unpaid principal under the note secured
 by this agreement or you may demand immediate payment of the amount advanced.

POINTS OF THE NOTE

insured; it required: (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent; (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you in advance (making such a change); (10) I fail to plant, cultivate and harvest crops in a timely manner (making such a change); (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940 Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

- allowing remedies:
- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
 - (2) You may set all this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
 - (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
 - (4) You may refuse to make advances to me or allow purchases on credit by me.
 - (5) You may use any remedy you have under state or federal law.
 - (6) You may make use of any remedy given to you in any agreement regarding this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if circumstances so require.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, (upfront or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as provided in the United States Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not

- require you to:
- (1) demand payment of amounts due (presentment);
 - (2) obtain official certification of nonpayment (protest); or
 - (3) give notice that amounts due have not been paid (notice of dishonor).

To the extent permitted by law, I also waive all personal property exemptions
the property securing this loan.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form as a separate guarantor or undersigner). You may sue me alone, or anyone who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us returned of this note by all or less than all of us will not release my firm or me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note to any portion of the note or debt, from time to time without limit or notice and any time without affecting my liability for payment of this note. I will not sue any other party without first obtaining your written approval.

CREDIT INFORMATION - I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit report) and to report to others your credit experience with me (such as a credit report) and to report to others your credit experience with me (such as a credit report) (reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statement and information I provide to you are or will be accurate, correct and complete.

INSURANCE - I agree to buy insurance on the Property against fire and theft for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance from a local licensed agent is required. I will buy insurance from a local licensed agent if it is required to do business in the state where you are located. The firm will be reimbursed for the cost of the insurance. The insurance will last until the Property is released from acceptable use. The insurance will last until the Property is released from acceptable use. I fail to buy or maintain the insurance for fail to name you as agent.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not submit any account for less than its full value without written permission. I will collect all accounts until you tell me otherwise. I keep the proceeds from all the accounts and any goods which are returned to which I take back on trust for you. I will not mix them with any other accounts. I will deliver them to you at your request. If you ask me to

If this agreement covers inventory, I will not dispose of it except ordinary course of business at the fair market value for the Property.

In this agreement, I cover farm products I will provide you, at your request, as agent for the sale of my farm products to buyers, commission merchants or selling agents to whom I may sell my farm products. In addition to those parties named herein, I authorize you to notify at your sole discretion any other party subject regarding your security interest in my farm products. In violation of my agreement applicable penalties for selling my farm products under the terms of my agreement with you and the Food Security Act, in violation of the terms farm product buyers, commission merchants and selling agents have the meanings of

J. Edgar Hoover
October 1949

REMEDIES. I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may make the secured property available to you at a place where reasonably convenient. You may take possession of the secured property if I do not pay when due. The procedures will be applied first to your own debt and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1. I agree to inform you of any change of address.

FILING - A carbon, photographic or other reproduction of this agreement or the financing statement covering the Property described herein may be used as a financing statement where allowed by law. If permitted by law, you may file a financing statement which does not contain a description of the Property secured by this agreement.

Any person who signs within this box does so to give you a security in the Property described on page 1. This person does not promise the note. "I" as used in this security agreement will include the barro

Signed _____ Date _____

PAYMENT ADDENDUM

Payment #2 of \$11,000.00 shall be due and payable on December 1, 1992.
Payment #3 of \$11,000.00 shall be due and payable on March 1, 1993.
Payment #4 of \$11,000.00 shall be due and payable on June 1, 1993.
Payment #5 of \$13,000.00 shall be due and payable on September 1, 1993.
Payment #6 of \$13,000.00 shall be due and payable on December 1, 1993.
Payment #7 of \$13,000.00 shall be due and payable on March 1, 1994.

ADA
CS

Inst. # 1992-09864

06/02/1992-09864
09:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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