## COLLATERAL NOTE

## Bessemer, Alabama

\$ 1,200.00

On October 26, 1992, We promise to pay to the order of Carolyn Lipscomb, Payee, \$1,200.00 Dollars, with interest at the rate of 11 per cent per annum.

To secure payment of this note, and of any other liability or liabilities of the Makers to the holder hereof, due or to become due or that may hereafter be contracted or existing, howsoever acquired by the holder, the Makers have transferred, pledged, given a secured interest in and delivered to the Payee the following property: One 1986 Honda CRX automobile, VIN JHMAF5325GS02B483 hereafter called Collateral, the market value of which is today \$ 3,500.00.

In case of a decline in the market value of the collateral or any part thereof, the holder may demand that additional collateral of quality or value satisfactory to him be delivered, pledged and transferred to him, and that the Makers create a security interest in the additionally delivered collateral in favor of the holder. Failure on the part of the Makers to deliver such additional collateral on demand shall cause this note to become due and payable on demand.

In case of default in payment of this note, holder shall have all rights in the collateral given by the Uniform Commercial Code as enacted and in force in the State of Alabama. The waiver of any default, or the remedying of any default in a reasonable manner, shall not operate as a waiver of the default remedied or any other prior or subsequent default.

Any deposit or other sums at any time credited by or due from the holder to the Maker and any securities or other property of the Maker in the possession of the holder may at all times be held and treated as additional Collateral for the payment of this note and any other liabilities herein referred to of the Maker and such deposits or other sums may at any time be applied or set off against the amount due or the become due.

The holder shall have no duty as to the collection or protection of Collateral held hereunder or of any income thereon, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

Inst # 1992-20255

09/16/1992-20255

01:20 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MJS 9.00

If any of the Collateral is released to the Makers; they agrees to execute whatever documents are required to continue the holder's security interest in the Collateral.

If this note is not paid in full when it becomes due, the Makers agrees to pay all costs and expenses of collection, including a reasonable attorney's fee.

Holder may accelerate the due date of this instrument and demand immediate payment whenever in good faith he believes that the prospect of payment is impaired.

Each and every party to this instrument, either as Makers, endorsers, sureties or otherwise, hereby waives demand, notice and protest, and assents to any extension or postponement of the time of payment or other indulgence and to any substitution, exchange or release of collateral granted or permitted by the holder, and each and every such party agrees that any collateral deposited by him with the Payee in connection with this note may be held as collateral security for any other direct or indirect liability of his to the Payee, due or to become due or that may hereafter be contracted.

On this the 55th day of August, 1992.

Witness Shirler Tomlin, Maker

Witness Lisa Bruner, Maker

39716/1992-20255 01:20 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 NJS 9.00