

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: _____ Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1997-18273 06/10/1997-18273 04:19 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 007 MCD 22.00 </div>
2. Name and Address of Debtor (Last Name First if a Person) RONNIE PRATHER 348 AMHERST DRIVE BIRMINGHAM, AL 35242 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) DEBORAH H. PRATHER 348 AMHERST DRIVE BIRMINGHAM, AL 35242 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person) <div style="text-align: center;">WELLS FARGO BANK</div> NORTH ALABAMA WHOLESALE, INC. P.O. BOX 277 HAZEL GREEN, AL 35751 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or items) of Property: <ol style="list-style-type: none"> 1. 1987 CHEVROLET L10-PU (VIN# 1GCDR14H3HF399413) 2. 1995 FLEETWOOD REFLECTION-HT (VIN# TNFLR26A72752RL) MOBILE HOME 3. 1995 TERRY 29L-TT (VIN# 1EALL292XS1463680) TRAVEL TRAILER 		
<div style="display: flex; justify-content: space-between;"> <div> Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. </div> <div style="text-align: right;"> 5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div style="display: flex; align-items: center;"> <div style="border-right: 1px solid black; padding-right: 5px;">8</div> <div style="border-right: 1px solid black; padding-right: 5px;">0</div> <div style="border-right: 1px solid black; padding-right: 5px;">2</div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> <div style="display: flex; align-items: center;"> <div style="border-right: 1px solid black; padding-right: 5px;">8</div> <div style="border-right: 1px solid black; padding-right: 5px;">0</div> <div style="border-right: 1px solid black; padding-right: 5px;">4</div> <div style="border-bottom: 1px solid black; width: 20px;"></div> </div> </div> </div>		
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <div style="margin-top: 5px;"> <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed. </div>		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input type="checkbox"/> 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)
Signature(s) of Debtor(s) 		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) NORTH ALABAMA WHOLESALE, INC. BY: Signature(s) of Secured Party(ies) or Assignee IT'S PRESIDENT Signature(s) of Secured Party(ies) or Assignee _____ Type Name of Individual or Business _____

SECURITY AGREEMENT

This Security Agreement is made and entered into between North Alabama Wholesale, Inc., (hereafter referred to as the Secured Party), and Ronnie Prather and wife Deborah H. Prather (hereafter referred to as Debtor).

CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party, a security interest in the Collateral described in Section 2, to secure the performance and payment of the sum of twenty-five thousand No/100 (\$25,000.00) Dollars as evidenced by note for that amount executed on even date herewith, and to secure Debtor's present and future debts, obligations, and liabilities of whatever nature and whenever created, including future advances to be evidenced by like notes to be made by Debtor to Secured Party now existing or hereafter incurred, matured, or unmatured, direct or contingent, and any renewals and extensions thereof.

COLLATERAL

The collateral subject to this Security Agreement, (hereinafter referred to as the "Collateral") is:

- (a) 1987 Chevrolet L10-PU (Vin# 1GCDR14H3HF399413)
- (b) 1995 Fleetwood Reflection-HT (Vin# TNFLR26A72752RL) Mobile Home
- (c) 1995 Terry 29L-TT (Vin# 1EA1L 292XS1463680) Travel Trailer

DEBTOR'S WARRANTIES AND ACKNOWLEDGEMENTS

- (a) Ownership except for the security interest hereby granted. Debtor has, or in acquisition will have, full and fee simple title to the Collateral, free of all encumbrances except as hereinabove stated; and the Debtor does hereby warrant and will forever defend the title to the property unto the Secured Party, its successors and assigns, against the lawful claims of all persons;
- (b) The Debtor hereby acknowledges that he has received possession of the Goods and that at the time of receiving possession of the Goods, they were in good order and repair and in a safe, workable, and clean condition;
- (c) Change of Address. Debtor shall immediately advise Secured Party in writing of any change in address

(d) Performance of Agreement, debtor shall perform all covenants and agreements set forth in this Security Agreement.

FINANCING STATEMENT.

At the request of Secured Party, Debtor will join in executing, or will execute, all necessary financing statements and any other documents deemed necessary by Secured Party in a form satisfactory to Secured Party and pay the cost of filing such statements or other documents.

PERSONS BOUND

This security Agreement benefits Secured Party, his successors and assigns, and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns.

ALIENATION OF COLLATERAL

Debtor will not voluntarily, without the written consent of Secured Party, sell, contract to sell, lease, encumber, or otherwise dispose of Collateral or any interest therein in this Security Agreement and all debts secured thereby have been fully satisfied, or the Secured Party gives written permission to the Debtor for sale and releases its secured interest in said Collateral. Use of Goods. The Goods will be located at Debtor's residents.

TAXES AND ASSESSMENTS

Debtor shall pay promptly when due all taxes, license fees, assessments and other charges levied on Collateral or on its use and operation. Secured Party may, at its option and at any time, discharge taxes, liens, or interest on Collateral, and such discharge by Secured Party shall become a debt owing to it be Debtor and secured hereby.

INSURANCE

Debtor during the continuance of this Agreement, shall, at Debtor's own cost and expense, keep the Goods, and all parts of the Goods, insured for their full insurable value by insurance policies acceptable to the Secured Party. The Goods shall be insured against loss or damage caused by fire, theft the elements, or any other risk to which the Goods, or any part of the Goods, might foreseeably be exposed. The Secured Party shall be named as loss payee under each policy obtained by Debtor fulfillment of their obligations under this paragraph.

TIME OF PERFORMANCE

When performing any act under this Security Agreement, time shall be of the essence.

WAIVER.

Failure of Secured Party to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of the Debtor or right to Secured Party or constitute a waiver of any other similar default subsequently occurring.

PAYMENT

If the Debtor pays said indebtedness, and reimburses the Secured Party for any amount which it may have expended under the provisions hereunder, and shall do and perform all other acts and things herein agreed to be done, this conveyance and Security Agreement shall be null and void.

EVENTS OF DEFAULT

Debtor shall be deemed to be in default hereunder in that the;

- (a) Debtor shall default in the payment or performance of any of the obligations herein;

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of the Debtor in connection with this Agreement executed by the parties should prove to have been false in any material respect when made or furnished;

(c) Any substantial loss, theft, destruction or damage to the Collateral should occur;

(d) Debtor should make a general assignment for the benefit of creditors, or should make a voluntary assignment or transfer of its interest in any of the Collateral (except as expressly authorized by Secured Party in writing or as authorized pursuant to paragraph six of this Agreement) or in all or substantially all of its property; or

REMEDIES OF SECURED PARTY

In the event of default hereunder, or any time Secured Party in good faith believes that the prospective payment or performance owing to it is impaired, Secured Party may then, or at any time thereafter (such default not having previously been cured), declare the whole of the indebtedness hereby secured with interest thereon, to be immediately due and payable, without notice or demand therefor, and shall then have all the remedies of a secured party under the laws of the State of Alabama, including without limitation the following:

(a) Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designated by Secured Party.

(b) Secured Party may take possession of the Collateral and control of any proceeds thereof, enter into any premises on which the Collateral or any proceeds or any part thereof may be situated and remove the same therefrom. Debtor hereby waives and releases the Secured Party, and its corporate counsel of and from any and all claims in connection with such removal.

(c) Secured Party is expressly authorized to ask, demand, receive, compound, compromise, collect, and give receipts for payments of accounts receivable secured hereby, to institute, prosecute and compromise suits to recover thereon, and Secured Party shall be required to account only for such payments thereon as are actually received by Secured Party.

(d) Written notice, when required by law, sent to the Debtor's address, or if none is shown, to any address of Debtor in Secured Party's files, at least five (5) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice. It shall be deemed duly served, delivered and received when personally delivered to the party to whom it is

directed, or in lieu of personal delivery, when deposited in the United States Mail, first class, postage prepaid addressed to either party.

(e) Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its right under this Security Agreement, including without limitation reasonable attorney's fees and legal expenses and all expenses of insuring, taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the indebtedness or liability of Debtor to Secured Party secured herein, in such order and amounts as it elects.

(f) The Debtor waives all rights of exemption allowed him under the Constitution and laws of Alabama or any other jurisdiction, and agrees to pay all costs of collection and foreclosure hereof, including a reasonable attorney's fee, in the event said indebtedness is not paid to maturity, or other default occurs hereunder. No remedy of Secured Party hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy.

GOVERNING LAW

This Security Agreement shall be subject to and construed in accordance with the laws of the State of Alabama in all respects. If any provision hereof is contrary to, or prohibited by or deemed invalid by such laws, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof which shall remain valid and in full force and effect.

MISCELLANEOUS

All rights of Secured Party hereunder shall inure to the benefit of Secured Party's heirs, successors and assigns; and the obligations, warranties and covenants of Debtor shall bind Debtor, Debtor's heirs, successors and assigns. This Agreement shall take effect on the date hereof. Each person signing hereunder acknowledges receipt of an executed copy of this Agreement.

IN WITNESS WHEREOF, the Secured Party and the undersigned Debtor, have caused this instrument to be executed this 2nd day of May, 1997.

Ronnie D. Prather
RONNIE D. PRATHER

Deborah H. Prather
DEBORAH H. PRATHER

Sworn and subscribed heretofore by me on this the 2 day of May, 1997.

Ken W. T. Bush
NOTARY PUBLIC

NORTH ALABAMA WHOLESALE, INC.

BY: Daniel B. Poole
IT'S PRESIDENT

Sworn and subscribed heretofore by me on this the _____ day of _____, 1997.

NOTARY PUBLIC

Inst # 1997-18273

06/10/1997-18273
04:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 22.00