

STATE OF ALABAMA
~~JEFFERSON~~ COUNTY
Shelby and St. Clair

PROMISSORY NOTE & SECURITY AGREEMENT

For value received, the undersigned, hereinafter referred to as "Debtor", **BRADLEY W. BROWNING, INDIVIDUALLY AND ATTAWAY TREE SERVICE, INC.** . whose address is 1157 MARKEETA SPUR ROAD, MOODY, ALABAMA 35094, promises to pay to the order of **PHILLIP R. ATTAWAY, HIS HEIRS OR ASSIGNS**, hereinafter referred to as "Secured Party", at Secured Party's address, according to the following terms:

TWO HUNDRED THREE THOUSAND NINE HUNDRED SIX DOLLARS AND 06/100 (\$203,906.06) DOLLARS for value received with FIVE AND HALF PERCENT (5.5%) interest, payments beginning on JUNE 1, 2024 (29) EQUAL INSTALLMENTS of SEVENTY FIVE HUNDRED AND NO/100 (\$7500.00) on or before OCTOBER 1, 2026. All payments shall be applied first to interest on the unpaid balance of principal, the balance to the principal. Each of said installments shall bear interest at 12% per annum after maturity.

SECURITY

Debtor hereby agrees to convey to Secured Party a security in the property described below:

SEE ATTACHED MADE A PART HERETO BY REFERENCE

ALL INVENTORY, ACCOUNTS RECEIVABLE, EQUIPMENT, AUTOMOBILE, TRUCKS AND ANY OTHER ITEM OWNED BY ATTAWAY TREE SERVICES, INC.

Debtor agrees to at all times keep the collateral free of all liens and encumbrances, except the security interest created hereby, and shall cause a Certificate of Title evidencing ownership of the above described automobile to be endorsed to show Secured Party's security interest therein.

Debtor shall pay promptly when due all taxes and assessments upon the above described automobile and will defend the automobile against all claims and demands of all persons who at any time claim the same or any interest therein and shall allow Secured Party and Secured Party's representatives free access to the said automobile at all reasonable times for the purpose of inspection.

Debtor will, at any time or times hereafter, execute such financing statements and other instruments and perform such acts as the Secured Party may request to establish and maintain a valid security interest in the said automobile and will pay all costs and recording. Debtor authorizes the Secured Party, at the expense of the Debtor, to execute and file on Debtor's behalf a financing statement or statements in those public offices being necessary by the Secured Party to protect its security interest in the said automobile . Debtor will deliver or cause to be delivered to Secured Party a Certificate or Certificate of Title to said automobile with the interest of the Secured Party noted thereon.

Debtor will keep the said automobile in good condition and insured against such risks and in such amounts as the Secured Party may request from time to time and with an insurance company or companies satisfactory to the Secured Party. The policy is to protect the Secured Party as Loss Payee as its interest may appear and be delivered to the Secured Party at its request.

Upon default by Debtor in any of the foregoing warranties, representations and agreements, the Secured Party at its options may: 1. Effect such insurance and repairs and pay the premiums therefor and the costs thereof; and, 2. Pay and discharge any taxes, liens and encumbrances on the said automobile . All sums so advanced or paid by the Secured Party shall be payable by Debtor on demand and shall be a part of his secured obligations.

Debtor will not sell, transfer, lease or otherwise dispose of the said automobile or attempt to offer to do any of the foregoing without the prior written consent of the Secured Party, and unless the proceeds of such sale, transfer, lease or other disposition are paid directly to the Secured Party and in the event Debtor does do any of the foregoing in violation of this agreement, the Secured Party's security interest in said automobile shall in all events continue and shall attach to any proceeds resulting from such act.

The occurrence of any of the following events shall constitute a default: (a) failure of the Debtor or any Co-Debtor, endorser, surety or guarantor to pay when due any amount payable under any of the secured obligations; (b) failure to perform any agreement of Debtor contained herein; (c) any statement representation or warranty of Debtor made herein or at any time furnished to Secured Party is untrue in any respect as of the date made; (d) the entry of any judgment against Debtor; (e) appointment of a receiver for loss, substantial damage to, destruction, theft, sale or encumbrance to any portion of the collateral or of the making of any levy, seizure or attachment thereof; (f) Debtor becomes insolvent or unable to pay his debts as they mature or makes an assignment for the benefit of creditors or any proceeding is commenced by or against Debtor alleging that he is insolvent or unable to pay his debts as they mature; (g) death of any Debtor who is a natural person or any partner of a Debtor which is a partnership; (h) a change in condition of the affairs (financial or otherwise) of a Debtor or Co-Debtor, endorser, surety or guarantor of any of the secured obligations as in the opinion of the Secured Party impairs the Secured Party's security interest and increases its risk; (i) the collateral is used by anyone to transport or store goods, the possession, transportation or use of which is illegal; (j) the Secured Party in good faith deems itself insecure for any reason whatsoever.

Wherever a default shall exist, Secured Party may, at its option and without demand or notice, declare all or any part of the unpaid balance of the amount financed plus accrued finance charges of secured obligations immediately due and payable and the Secured Party may exercise, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or of any other applicable law, including the right to take possession of the said automobile . In addition, for the purpose of taking possession of the automobile , the Secured Party may, as far as the Debtor can give authority therefor, enter upon any premises on which the said automobile or any part thereof may be situated, and remove same therefrom.

Debtor agrees, in the event of default, to make said automobile available to the Secured Party at a place or places acceptable to Secured Party and, when legal and permissible, to pay all costs of the Secured Party, including reasonable attorney's fees in the collection of any of the secured obligations in the enforcement of the Secured Party's rights. In the event of repossession, Debtor authorizes the Secured Party to take into custody any personal properties found in or on the said automobile and hold same until claimed by Debtor at the Secured Party's address, and in the event that such personal property is not claimed within a reasonable time by Debtor, Secured Party is authorized to dispose of same. If any notification of intended disposition of any of the collateral as required by law, such notification shall be deemed reasonably and properly given if mailed at least ten days before such disposition, postage prepaid, addressed to Debtor at the address shown below. The proceeds of any sale or other disposition of the said automobile authorized by this Security Agreement shall be applied by the Secured Party first upon all expenses authorized by the Uniform Commercial Code or applicable law, all reasonable attorney's fees and legal expenses incurred by

the Secured Party, the balance of the proceeds of such sale or other disposition shall be applied in payment of the secured obligations first to principal and the surplus, if any, shall be paid over to Debtor or to such other person or persons as may be entitled thereto under applicable law. Debtor shall remain liable for any deficiency which he shall pay to the Secured Party immediately upon demand.

No delay or failure by the Secured Party in the exercise of any right or remedy shall constitute a waiver thereof and no single or partial exercise by the Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If any provision of this Security Agreement shall be declared invalid, unenforceable or illegal, that part will not affect the validity, enforceability or legality of any other provision contained therein.

Debtor, endorser, surety and guarantor hereof jointly and severally agree to pay this note and guarantees payment hereof and waives demand on presentment, protest and notice of dishonor and consent to any extensions and renewals hereof without notice and consent to the release by the Secured Party hereof with or without consideration of any of them, and exonerates the Secured Party hereof from all duty and obligation to make demand on anyone for payment of any automobile now or hereafter securing this note or to give notice to anyone of non-payment thereof or to collect or sell same and consents to extension, renewal, exchange, surrender or release by the lender hereof with or without consideration of any such automobile .

It is understood and agreed that in the event that any payment is ten (10) days or more past due, a late charge of 5 percent of the payment may be charged by the Secured Party.

By signing the above, the Debtor agrees to the terms and conditions of the Promissory Note and Security Agreement as set forth above.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of May, 2024.

WITNESS

WITNESS

DEBTOR, BRADLEY W. BROWNING

DEBTOR, ATTAWAY TREE SERVICES, INC.

THIS DOCUMENT WAS PREPARED BY:
LAURA L. BARNES
BARNES AND BARNES LAW FIRM, P.C.
8107 PARKWAY DRIVE
LEEDS, AL 35094

ACKNOWLEDGMENT

**STATE OF ALABAMA
JEFFERSON COUNTY**

The Bradley W. Browning, individually and as authorized person, being first duly sworn, deposes and says as follows:

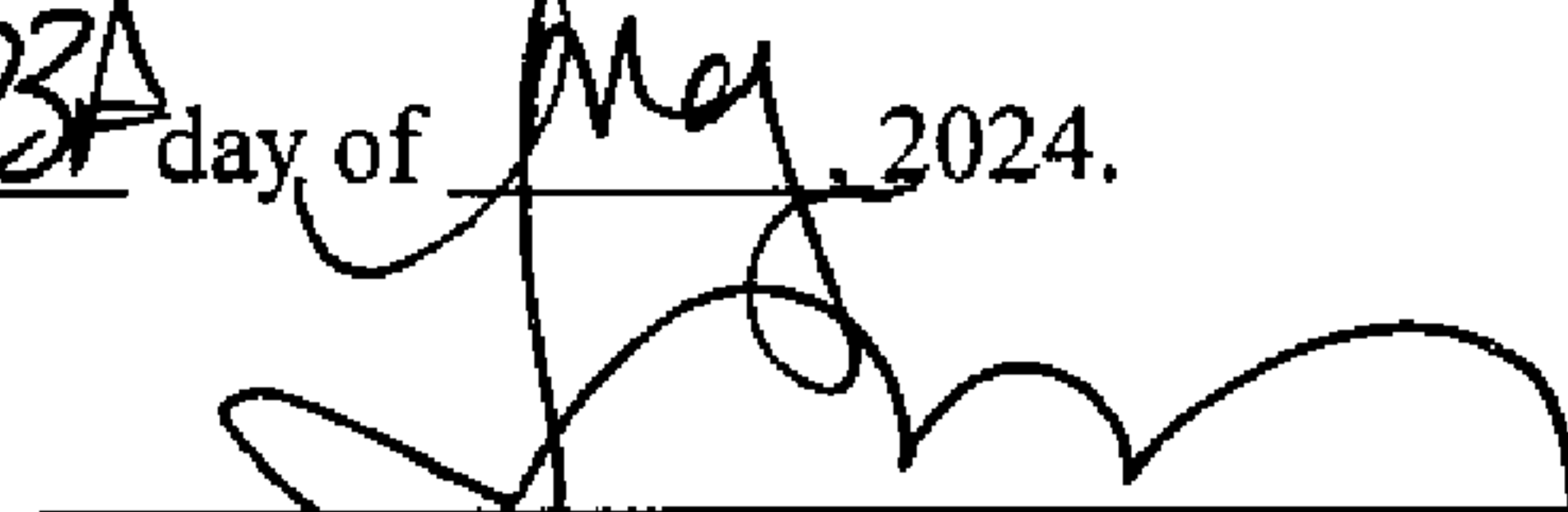
1. That the Bradley W. Browning, individually and as authorized person, has read the foregoing Note and Security Agreement and that the Bradley W. Browning, fully understands the same.
2. That the Bradley W. Browning, individually, and an authorized person, has signed the foregoing Agreement voluntarily and freely without being influenced by duress, coercion, or undue influence from any person or source whatsoever, with full authority personally and on behalf of the corporation.
3. That Bradley W. Browning, individually, and as authorized person, is over age of nineteen (19) of sound mind.

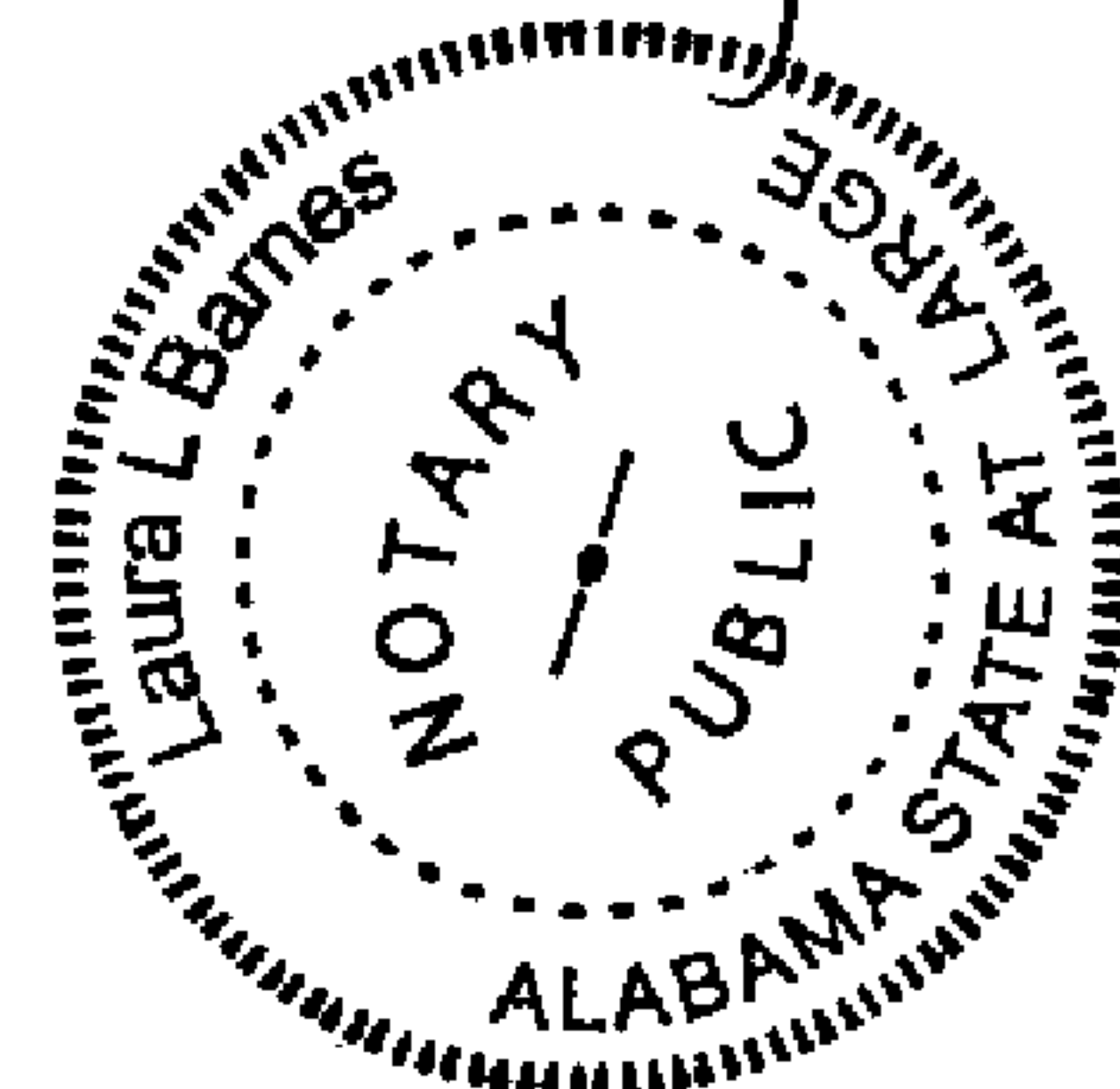
Further affirmed saith not.


Bradley W. Browning


Bradley W. Browning, President
Attaway Tree Service, Inc.

Sworn to and subscribed before me on this 23rd day of May, 2024.


Notary Public



ALL ACCOUNTS RECEIVABLE, TRUCKS, EQUIPMENTS, AND ALL FIXTURES
OWNED BY ATTAWAY TREE SERVICE, INC.

TOGETHER WITH THE FOLLOWING:

2014 CHEVROLET SILVERADO	1GCNCPEC0EZ356850
1994 INTERNATIONAL 4000 SERIES	1HTSDAAN1RH590126
1992 FORD MED HEAVY	1FDNK74P4NVA17020
2010 CHEVROLET SILVERADO	1GC4CVB60AF101352
1999 INTERNATIONAL 4000 SERIES	1HTSCAAPXXH683826
2001 INTERNATIONAL 4000 SERIES	1HTSCABP21H357136
BIG TEX TRAILER	16VEX1824C2318763
VERMEER CHIPPER SC1152	
KUBOTA 2050 KUBOTA	
BANDIT MODEL 250 XP	

*5/23/24
to my Attorney*

SEE ATTACHED ADDITIONAL PICTURES AND INVENTORY

TOGETHER WITH PICTURES AND LIST OF CONTENTS OF RENTED PROPERTY
LOCATED AT 1157 MARKETTA SPUR ROAD



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/24/2024 11:35:34 AM
\$34.00 BRITTANI
20240524000155150

Allen S. Bayl