85/773

Form 484 Revised

Birmingham Trust National Bank

Birmingham, Alabama

THIS NOTE IS SECURED BY A CHATTEL MORTGAGE OF EVEN DATE HEREWITH ON A MOTOR VEHICLE AND EQUIPMENT

$ 2911 75 Birmingham, Alabama, 9/20 1966

FOR VALUE RECEIVED, the undersigned, jointly and severally promise(s) to pay to the order of BIRMINGHAM TRUST NATIONAL BANK at its Main Office in Birmingham, Alabama, the sum of Two Thousand Nine Hundred Eleven and 75/100 DOLLARS ($ 2911 75) said amount to be due and payable as follows: 36 monthly installments beginning 11/4/66 and continuing on the same day of each successive month thereafter until the full amount has been paid. Each installment shall be in the amount of $ 80 90, except the final installment which shall be $ 80 25 (i.e., 35 payments @ $ 80 90 and one payment @ $ 80 25).

Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

This note, including all installments, extensions or renewals hereof, is identified with chattel mortgage of even date covering a certain motor vehicle and personal property and equipment thereon.

This note shall not be binding upon the undersigned unless a draft drawn by the undersigned, or any of them, upon the said Bank for all or any part of the amount of the loan is honored by the said Bank at its main office in Birmingham, Alabama. The said Bank shall be under no obligation to honor any draft drawn by the undersigned, or any of them, for all or any part of the amount of the loan until after the undersigned's loan application, this note and the said chattel mortgage of even date herewith are received by the said Bank at its Main Office in Birmingham, Alabama, and the said loan is accepted and approved by the said Bank at said Main Office. The honoring by the said Bank at its Main Office in Birmingham, Alabama, of a draft drawn by the undersigned, or any of them, for all or any part of the amount of the said loan shall constitute acceptance and approval of the said loan and thereafter this note and the said chattel mortgage of even date herewith shall be binding upon the undersigned.

Time is of the essence. In the event the undersigned shall fail to make any payment as and when due hereunder, or in the event of the death, insolvency (however expressed or indicated) or bankruptcy of the undersigned (or any of the undersigned if more than one), or if an event of default, as defined in the chattel mortgage of even date herewith, occurs, the entire balance of the indebtedness evidenced hereby, less unearned interest, shall, at the option of the holder and without notice, become immediately due and payable.

Each and every maker, surety and endorser hereof hereby severally waives demand, presentment, protest, notice of non-payment or dishonor, notice of suit of, to or against any party hereto, and all other requirements necessary, except for this waiver, to charge or hold any of them liable and do each waive notice of and hereby consent to any and all extensions or renewals of this note or any part hereof from time to time without notice and, as to the debt evidenced hereby or by any renewal thereof, each also waives all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of Alabama or of any other state of the United States. Each and every maker and endorser hereof hereby severally agrees to pay all costs of collecting or securing or attempting to collect or secure this note, or installments due thereon, including a reasonable attorney's fee, for all services rendered in any way in collecting or securing or in attempting to collect or secure the same, whether by suit or otherwise. In the event of the death or insolvency (however insolvency may be evidenced) or of assignment for the benefit of creditors or writ of garnishment made or issued by or against any maker or endorser hereof, the owner or holder hereof may, solely at its option, withhold any funds or credit held by it on deposit, in trust or otherwise for the account of any such maker or endorser for application toward the payment of this note at maturity. Neither the owner or holder hereof nor the bank at which this note is payable shall be liable to anyone for failure to withhold any such amounts or to apply, at or after the maturity hereof, any amounts on deposit with either toward the payment of the debt evidenced hereby, nor shall either be liable for any omission in respect of the same.

Any provisions of this note prohibited by the law of any state or held invalid in any state shall as to such state be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

This note is executed under the seal(s) of the undersigned.

EAST LAKE OFFICE

BIRMINGHAM TRUST NATIONAL BANK PAID OCT 1 1966 M. P. L. Southside Office BIRMINGHAM, ALA.

Signature _____ (L.S.)

Address _____

Phone _____

Signature _____ (L.S.)

Address _____

Phone _____

157063

No. 20000