

Southern National

HAROLD L. JAMES
VICE PRESIDENT AND
CITY EXECUTIVE

SANFORD, NORTH CAROLINA

August 10, 1979

10741
RECORDATION NO. Filed 1425

AUG 13 1979 - 4 25 PM

INTERSTATE COMMERCE COMMISSION

9-225A193

Secretary of Interstate
Commerce Commission
Washington, D. C. 20423

Date AUG 13 1979

Fee \$ 50.00

Washington, D. C.

Dear Sir:

Enclosed are two certified true copies of Security Agreement (Negotiable Note and Chattel Mortgage) signed by Mr. L. I. Cohen on which we hold security for a loan. This security is two fifty feet, six inch, seventy ton XF Railroad Boxcars, Serial numbers HN-5076 and HN-5077. These Boxcars bear the mark of Hutchinson and Northern Railroad Company of Hutchinson, Kansas. Also attached is an Individual Form of Acknowledgement Form which has been executed and notarized. Please record and remit acknowledgement of recording to Southern National Bank, Post Office Box 190, Sanford, North Carolina, 27330.

Also enclosed is a Fifty Dollar Check for recording fees. If this check is not enough to cover the recording fees, please advise immediately.

Very truly yours,

Harold L. James
Harold L. James
Vice President and
City Executive

HLJ:mb

Enclosures 4

RECORDED - 3/10 1979
INDEXED - 3/10 1979
AUG 13 1979

Interstate Commerce Commission
Washington, D.C. 20423

8/17/79

OFFICE OF THE SECRETARY

Harold L. James
Vice President
Southern National Bank of N.C.
P.O.Box 190
Sanford, North Carolina 27330

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/13/79 at 4:25pm, and assigned re-
recording number(s).

10741

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

INSTRUMENT AND SECURITY AGREEMENT (NEGOTIABLE NOTE AND CHATTEL MORTGAGE)

ACCOUNT # 122 30, NOTE # 0808-410741

\$ 52,000.00

(DATE OF EXECUTION AND DELIVERY) 8-8-79

LENDER-SECURED PARTY: SOUTHERN NATIONAL BANK OF NORTH CAROLINA, P.O. Box 190 Sanford, N.C.

REC'D AUG 13 1979 4 25 PM INTERSTATE COMMERCE COMMISSION

BORROWER-DEBTOR(S): L. I. Cohen, P. O. Box 778, Sanford, N. C. 27330

Borrower(s) represent herewith that the loan evidenced hereby is being obtained for the following primary purpose: FOR VALUE RECEIVED: to wit, money loaned, the above-named, undersigned BORROWER-DEBTOR(S) (hereinafter collectively termed "DEBTOR"), jointly and severally (if more than one Debtor), promise(s) to pay to the order of SOUTHERN NATIONAL BANK OF NORTH CAROLINA, as LENDER-SECURED PARTY (hereinafter termed "SECURED PARTY"), at its Office in the above City, the sum of Sixty Two Thousand and no/100

rate of 12.75 percent per annum, and with interest after maturity at said rates until paid; payable in full 142 days from date on 12-28-79; or payable in monthly installments commencing on 19 in equal payments of \$ plus an irregular or BALLOON PAYMENT OF \$ due on 19; or payable \$ on or before 19; or payable on demand with interest due on 19 and on 19, and thereafter quarterly; or if payable in monthly or other installments the foregoing total sum includes does not include interest for the term of the loan at said rate-(payment terms not checked are deleted) together with a delinquency charge of 5% of a payment or payments in default for 10 or more days or \$6.00 whichever is the lesser. Further, in case suit is instituted, upon Debtor's Default, to collect the OUTSTANDING BALANCE or otherwise to enforce LOAN CONTRACT.

BORROWERS are liable for SECURED PARTY'S legal expenses and 15% of the OUTSTANDING BALANCE unpaid at time of suit, as Attorney's Fees of SECURED PARTY. If this Loan Contract is prepaid in full by cash, a new loan, refinancing, or otherwise before maturity BORROWERS shall receive a rebate of precomputed interest computed under the "Rule of 78's". Upon concurrence of any Event of Default listed on reverse hereof, SECURED PARTY may accelerate maturity of the unpaid principal balance and all interest accrued thereon. Upon such acceleration of maturity and payment, DEBTOR shall receive a rebate of precomputed interest, computed under the "Rule of 78's".

TO SECURE PAYMENT of the foregoing Negotiable Note, all obligations of the undersigned DEBTOR hereunder, and all other obligations of DEBTOR TO SECURED PARTY, its successors and assigns, the Holder hereof, howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due to become due (the loan and debt evidenced by this Note and secured by this Security Agreement and all other present and future obligations of DEBTOR owed to SECURED PARTY are hereinafter collectively termed the "OBLIGATIONS"); the undersigned DEBTOR hereby mortgages, conveys and grants to SECURED PARTY, a security interest in, the following described and identified personal property, hereinafter termed "SPECIFIC COLLATERAL" and any and all additions, accessions, and substitutions thereto or therefore, and also any personal property belonging to any of the undersigned which now or hereafter are the control or possession of SECURED PARTY for any reason or purpose, including the pledge of same as security for payment of any debt whatsoever due said SECURED PARTY or in which SECURED PARTY now or hereafter has any security interest. (All such personal property, and the like, including SPECIFIC COLLATERAL, are hereinafter collectively termed the "COLLATERAL").

Table with columns: NEW OR USED, YEAR, MAKE, TYPE BODY, MODEL, SERIAL NUMBER, NO CYLIN., TON CAP IF TRUCK. Includes equipment list: (2) 50 Ft 6 in-70 Ton XF Rail Road Box Cars S N's HN-5076 and HN-5077

EXTRA EQUIPMENT: Radio, Vinyl Roof, Air Cond., Auto Trans, Power: Windows, Seats, Brakes, Steering. This loan is further secured by required property insurance.

Debtor hereby warrants, covenants and agrees that: (1) SPECIFIC COLLATERAL is used or being purchased for use primarily for Personal Family or Household; (2) SPECIFIC COLLATERAL is to be affixed to real property; (3) SPECIFIC COLLATERAL is to be affixed to real property; (4) if any of SPECIFIC COLLATERAL is bought or used primarily for Business Use and is of a type normally used in more than one State...

Further, DEBTOR will immediately notify SECURED PARTY in writing of any change in DEBTOR'S Chief Place of Business or Chief Executive Office and of any use of any such SPECIFIC COLLATERAL in any jurisdiction other than a State in which DEBTOR shall have previously advised SECURED PARTY such collateral will be used. (5) SPECIFIC COLLATERAL is to be affixed to real property. a description of the real estate is as follows: and the full name(s) of the record owner(s) is: and, if the COLLATERAL is attached to real estate, prior to the perfection of the security interest granted herein and hereby, DEBTOR will, on demand of SECURED PARTY, furnish the latter with a disclaimer(s), duly executed by all persons having any interest in the real estate, or any interest in or claim against the COLLATERAL which is prior to SECURED PARTY'S interests.

THIS INSTRUMENT AND SECURITY AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS, WARRANTIES, UNDERTAKINGS AND RIGHTS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

ADDITIONAL DISCLOSURES REQUIRED BY FEDERAL LAW:

Form for insurance disclosures: Cost of Insurance, Property Insurance, Credit Insurance, Accident Insurance, PROPERTY INSURANCE, CREDIT LIFE AND/OR DISABILITY INSURANCE AND/OR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.

Form for loan contract terms: BASIC TERMS OF LOAN CONTRACT: 1 LOAN PROCEEDS, 2 OTHER CHARGES, 3 TOTAL OF ABOVE OTHER CHARGES, 4 LESS Prepaid FINANCE CHARGE, 5 TOTAL PREPAID FINANCE CHARGE AND REQUIRED DEPOSIT BALANCE, 6 AMOUNT FINANCED, 7. FINANCE CHARGE, 8 TOTAL OF PAYMENTS, 9. ANNUAL PERCENTAGE RATE.

Witness the Hand(s) and Seal(s) of the undersigned, this Agreement being executed and delivered on the date first above written. Each Debtor herein acknowledges that said Agreement was complete, with all blanks filled in, prior to their executing the same, one primary DEBTOR having received a copy thereof. Debtor: L. I. Cohen (SEAL)

ADDITIONAL PROVISIONS:

DEBTOR hereby hereto warrants, represents, and agrees, as follows:

(6) (Continued from reverse side) DEBTOR has good, indefeasible marketable title thereto and will warrant and defend same against all claims. DEBTOR is not, and will not attempt to, transfer, sell or encumber the COLLATERAL or use it for hire or in violation of any statute or ordinance. DEBTOR, further, agrees to pay promptly all taxes and assessments upon the COLLATERAL and/or for its use or operation, and/or on this Agreement, to keep, use and maintain said COLLATERAL in a reasonably careful manner, so as not to unnecessarily or unreasonably expose the same to waste, damage, wear or depreciation, and to keep the same in good order and repair. SECURED PARTY may examine and inspect COLLATERAL, or any part thereof, wherever located, at any reasonable time(s). SECURED PARTY, Holder hereof, may correct patent errors in this Agreement. TIME IS OF THE ESSENCE HEREOF. Any notices to DEBTOR shall be sufficiently given, if mailed to the first above stated address of DEBTOR. All equipment, accessories and parts shall become part of said COLLATERAL by accession.

(7) If SPECIFIC COLLATERAL is bought or used primarily for Personal, Family or Household Purposes, or for Farming Operations, or if DEBTOR has no place of business in said State, the DEBTOR'S residence in said State is that shown at the beginning of this Agreement.

(8) THIS INSTRUMENT AND SECURITY AGREEMENT INCLUDING PROVISIONS ON THE FACE HEREOF, CONSTITUTES THE ENTIRE AGREEMENT as between DEBTOR and SECURED PARTY, and no waivers or modifications shall be valid unless written upon or attached to this Agreement. Further, this Agreement shall be governed by and construed under the North Carolina Law. All terms and expressions contained herein which are defined in Articles 1, 3, or 9 of the Uniform Commercial Code of N. C. shall have the same meaning herein as in said Articles of said Code. No waiver by SECURED PARTY of any Default(s) shall operate as a waiver of any and other default or of the same default on a future occasion. All rights of SECURED PARTY hereunder shall inure to the benefit of its successors and assigns; and all obligations of DEBTOR shall bind his heirs, executors, administrators, successors and/or assigns. If more than one person has signed this Agreement, such parties are jointly and severally obligated hereunder. Further, use of the masculine pronoun herein shall include the feminine and neuter, and also the plural. If any provisions of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. "AGREEMENT" refers to this entire INSTRUMENT AND SECURITY AGREEMENT herein.

(9) The COLLATERAL shall, at all times, be at DEBTOR(S) risk. The loss, injury to or destruction of COLLATERAL shall not release DEBTOR from payment or other performance hereof. DEBTOR agrees to obtain and keep in force Physical Damage and/or Property Damage Insurance on said COLLATERAL and any other such insurances requested by SECURED PARTY and DEBTOR as their interests may appear. All such policies shall provide for ten days written notice cancellation notice to SECURED PARTY. DEBTOR shall furnish to SECURED PARTY the original policies or certificates or other evidence satisfactory to SECURED PARTY of compliance with the foregoing insurance provisions. SECURED PARTY is authorized, but not obligated, to purchase any or all of said insurance or "Single Interest Insurance" protecting only its security interests, all at DEBTOR'S expense. In such event, DEBTOR agrees to reimburse SECURED PARTY for the cost of such insurance, to the extent that the same is not included in the principal amount of the foregoing Note and debt.

(10) DEBTOR hereby assigns to SECURED PARTY the proceeds of all such insurance to the extent of the unpaid balance hereunder, and agrees to assign to SECURED PARTY the proceeds of all such insurance to the extent of the unpaid balance hereunder, and agrees to assign to SECURED PARTY the proceeds of all such insurance to the extent of the unpaid balance hereunder. SECURED PARTY is authorized to file Proof of Loss and/or any other forms required to collect from any insurer any amount due from any loss, damage or destruction of the COLLATERAL; to agree to and bind DEBTOR as to the amount of said recovery; to designate payees of such recovery; to grant releases to payor-insurers for their liability; to grant subrogation rights to all such payor-insurers; to endorse any settlement check or draft; DEBTOR further agrees not to exercise any of the foregoing Powers granted to SECURED PARTY, without the latter's written consent. In event of any Default hereunder, SECURED PARTY is authorized to cancel any insurance and credit any premium refund against the unpaid balance due to DEBTOR'S OBLIGATIONS.

(11) Each of the undersigned, whether Maker-Debtors, Sureties, Indorsers, or Guarantors, and all others who may become liable for all or any part of the OBLIGATIONS evidenced and secured hereby, do hereby jointly and severally, We've presentment, demand, protest, notice of protest and/or dishonor and also notice of acceleration of maturity or default or otherwise. Further, they agree that SECURED PARTY may, from time to time, extend or renew the Note and Security Agreement for any period (whether or not longer than the original period of the Note) and grant any releases, compromises or indulgences with respect to the Note or any extension or renewal thereof or any security therefor, or to any party liable thereunder or hereunder. The undersigned, further, waive notice of acceptance of their guaranty and expressly agree to pay all amounts hereunder, upon demand, without requiring any action or proceeding against the principal Debtor-Maker(s) or any Collateral.

(12) No Financing Statement (other than any filed by this SECURED PARTY) covering any of the COLLATERAL herein or proceeds thereof is on file in any public or filing office. On request of SECURED PARTY, DEBTOR will join with same in executing one or more Financing Statements pursuant to the Uniform Commercial Code, in form satisfactory to SECURED PARTY and will pay all costs and expenses of filing the same or of filing this AGREEMENT in any and all public or filing offices wherever filing or recording is deemed by SECURED PARTY to be necessary or desirable. Further, SECURED PARTY is authorized to file Financing Statements relating to COLLATERAL without DEBTOR'S signature where authorized by law. SECURED PARTY is further granted DEBTOR'S Power of Attorney, which shall be irrevocable so long as any amount is unpaid hereunder, and which gives SECURED PARTY the right to sign DEBTOR'S name on any Financing Statements to be filed.

(13) Where proceeds of the loan evidenced hereby are being used by DEBTOR to purchase personal property or fixtures from a Seller or to finance improvements to real estate pursuant to a contract between DEBTOR and a Contractor; whereby the latter has agreed to perform services and to sell to DEBTOR items of personal property to be affixed to or placed in or on real estate; DEBTOR acknowledges herewith that, by execution hereof, he has agreed to and does waive all rights to defend against SECURED PARTY on any grounds whatsoever. DEBTOR hereby agrees not to set up any claims he might have against the SELLER or CONTRACTOR as a defense, set-off, recoupment or otherwise, to any action brought by SECURED PARTY for any balance due hereunder or for possession of COLLATERAL, all pursuant to G.S. § 25-9-206(1).

(14) If the SPECIFIC COLLATERAL herein has been or is to be affixed to real estate belonging to DEBTOR as specified in ITEM (5) or the reverse side hereof, DEBTOR covenants and herewith agrees that upon the happening of any of the EVENTS OF DEFAULT, as hereinafter defined, an demand of SECURED PARTY, he will execute and deliver to said SECURED PARTY, or Holder, a good and sufficient real estate Deed of Trust, conveying the premises (real estate) described in, said ITEM (5) as additional security for the payment of all OBLIGATIONS evidenced and/or secured in and by this Agreement. DEBTOR reserves to himself the option to pay SECURED party the entire unpaid balance due hereunder rather than furnishing the aforementioned Deed of Trust, on his Default.

Credit Insurance Rescission Right: Purchase of Credit Insurance described on reverse hereof is not required as a condition to granting of credit and may be cancelled by insured(s) at any time by written notice to Creditor-Holder of Agreement. Further, under G.S. § 58-346, insureds are herewith notified that they shall have the right to rescind any "Credit Insurance" provided under the Certificate of Insurance delivered or sent to them upon giving written notice to the insurer within 15 days of receipt of such Certificate. If any such Credit Insurance is so rescinded, any premiums charged and financed herein will be promptly credited and any portion thereof actually paid will be refunded to the person entitled to such credit or refund; and (iii) unless such Act. D&D Ins. is rescinded as above permitted, it shall not thereafter be cancelable.

Conditions and limitations as to **Accidental Death and Dismemberment Insurance** described on reverse hereof ("Act. D&D Ins.") are as follows: (i) Such coverage is presently available only for issuance to the first primary Debtor executing the reverse hereof; (ii) the Insured under the Act. D&D Ins. shall have the right to rescind such Act. D&D Ins. provided upon giving written notice to the Insurer within 15 days after issuance of the Act. D&D Policy of Insurance. In the event of such rescission within such time limitation, any such premium charged and financed herein will be promptly credited and any portion thereof actually paid will be refunded to the person entitled to such credit or refund; and (iii) unless such Act. D&D Ins. is rescinded as above permitted, it shall not thereafter be cancelable.

ADDITIONAL RIGHTS GRANTED SECURED PARTY:

At its option, SECURED PARTY may discharge taxes, liens, security interests or other encumbrances at any time levied upon or against said COLLATERAL, may pay for insurance and for the maintenance and preservation of same. DEBTOR agrees to reimburse SECURED PARTY, on demand, for any such payment made, or any such expenses incurred by SECURED PARTY pursuant to the foregoing authorization. Until Default, as hereinafter defined, DEBTOR shall have the right to retain possession of the SPECIFIC COLLATERAL and to use it in any lawful manner not inconsistent with this Agreement, and with any policy of insurance thereon.

With prior written consent of SECURED PARTY, other COLLATERAL may be substituted for the ORIGINAL COLLATERAL herein, in which event all rights, duties, obligations, remedies and security interests provided for, created or granted shall apply fully to such SUBSTITUTE COLLATERAL.

If any installment due and payable hereunder is in default for 10 or more days after such installment was due hereunder, or if the present and maturity of the entire unpaid balance hereunder shall be accelerated and declared in default by reason of the occurrence of any of the "EVENTS OF DEFAULT," as hereinafter defined; SECURED PARTY is herewith expressly authorized to exercise its rights of Set-Off or Debt Lien as to any monies deposited in demand, checking, time savings, or other accounts of any nature maintained in and with it by any of the undersigned, without advance notice. Said right of Set-Off shall also be exercised and applied when SECURED PARTY is indebted to any signer hereof by reason of any Certificate of Deposit, loan, note or otherwise.

Each of the DEBTOR(S) agree to make his payments in a timely manner. SECURED PARTY does not anticipate receiving any installment or payment later than its agreed upon date. If DEBTOR should make any installment or other payment 10 or more days after said installment or payment was due hereunder, DEBTOR agrees to pay on demand, a DELINQUENCY CHARGE of 5% of such installment or payment, or \$6.00, whichever is lesser, which charge shall be in addition to set-off in lieu of the FINANCE CHARGES (interest) due hereunder. Such charge is stipulated by the parties hereto as intended partially to compensate SECURED PARTY for the additional "collection expenses" caused by such unanticipated delinquency on DEBTOR(S) part.

Secured Party's acceptance of any payment on the debt created and/or evidenced hereunder after it has demanded payment of the entire unpaid balance due or after suit has been instituted against DEBTOR shall not constitute a waiver of any default in payments or otherwise which exist despite or after acceptance of such payment(s).

If more than one person executes this agreement, each such Debtor hereby constitutes and appoints each other Debtor as his agent for all purposes of dealing with SECURED PARTY concerning this Agreement and the collateral.

EVENTS OF DEFAULT:

DEBTOR shall be in default under this Agreement upon the happening of any of the following events or circumstances, or conditions, namely:

- (1) Default in the payment or performance of any of the obligations or of any covenant, warranty or liability contained or referred to herein or contained in any other contract or Agreement with SECURED PARTY, whether now existing or hereafter arising; or
- (2) Any warranty, representation or statement made or furnished to SECURED PARTY by or on behalf of DEBTOR, in connection with this Contract or to induce SECURED PARTY to finance the purchase of said collateral, by said DEBTOR proving to have been false in any material respect when made or furnished; or
- (3) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral or the assignment or making of any levy, secure, mechanic's or materialman's lien or attachment thereof or thereon; or
- (4) Death, or dissolution, termination of existence, insolvency, business failure, appointment of a Receiver or any part of the property of, Assignment for the Benefit of Creditors by, or the commencement of any proceeding under the Bankruptcy or Insolvency Laws or by or against DEBTOR or any guarantor or surety for said DEBTOR; or
- (5) DEBTOR(S) being found to have either a "record or reputation for violating the Laws of the United States or of any State relating to liquor or narcotics" (as referred to in 18 U.S.C.A. 30-7, et seq.) and/or any Commercial Crimes; or

- (6) Failure of any corporate Debtor to maintain its corporate existence in good standing; or
- (7) If DEBTOR should remove or replace any of the component parts of COLLATERAL so as materially to lessen its market value or make it suitable to be used in racing consists of any nature; or
- (8) If Physical Damage, Property and/or other insurance is to be procured by SECURED PARTY, with premiums financed herein, and the insurance company to which SECURED PARTY applies therefor refuses to issue such insurance and DEBTOR, on demand, fails or refuses to obtain substitute insurance coverage; or
- (9) If any Physical Damage, Property and/or other insurance insures said Collateral and the respective interests of the parties herein is canceled for any reason, and DEBTOR refuses to furnish written proof to SECURED PARTY of his having obtained substitute insurance coverage for the cancellation of said Collateral; and/or
- (10) If SECURED PARTY should otherwise be prejudiced or damaged by the occurrence of any of the events or circumstances set forth herein, or should SECURED PARTY, in good faith, believe that it will be so prejudiced or damaged.

WAIVER OF NOTICE AND HEARING:

Upon the occurrence of any of the foregoing events, circumstances or conditions of Default, DEBTOR hereby expressly waives his Constitutional right to notice and/or hearing prior to SECURED PARTY resuming or taking possession of the Collateral hereunder, either by Claim and Delivery, Court action, or otherwise.

REMEDIES ON DEFAULT (Including Power of Sale):

Upon the occurrence of any of the foregoing events, circumstances or conditions of Default, all of the obligations evidenced herein and secured hereby shall immediately be due and payable, without notice. Further, SECURED PARTY shall then have all the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in North Carolina.

- Without limitation hereof, SECURED PARTY shall have the following specific rights:
- (1) To take immediate possession of the Collateral without notice or resort to legal process, and for such purpose, to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. In the event the Collateral is a motor vehicle, mobile home or like, SECURED PARTY may temporarily hold, or the DEBTOR any personal property located thereon and not subject to Secured Party's security interest. In such event, DEBTOR shall, by certified or registered U.S. Mail, notify SECURED PARTY within twenty-four hours after its resumption of possession, or repossession of the Collateral, as to any such articles claimed by DEBTOR not to be subject to SECURED PARTY'S security interest. Absent such notification, SECURED PARTY may dispose of any such personal property, as if it were expressly covered by its security interests created in this Agreement.
- (2) To require DEBTOR to assemble the COLLATERAL and make it available to SECURED PARTY at a place to then be designated by said SECURED PARTY which is reasonably convenient to both parties.
- (3) At its sole option, to retain the Collateral in satisfaction of all obligations hereunder. SECURED PARTY should elect such option, written notice of such election shall be mailed to DEBTOR by certified or registered mail, a minimum of five days prior to the date such election is to be effective. Unless such written notice is sent by SECURED PARTY, as aforementioned, retention of said collateral shall not be in satisfaction of any obligations hereunder, but instead shall be for the purpose of foreclosing thereon its security interest, as herein provided.
- (4) To dispose of said collateral in any county or place to be selected by SECURED PARTY at time of Default, at either Private or Public Sale (in which sale SECURED PARTY may be the purchaser, with or without having the COLLATERAL physically present at said sale).

If said COLLATERAL is sold at Public Sale, under this Contractual Power of Sale, it is agreed that pursuant to G.S. § 25-9-603 for any similar Statute, subsequently enacted in replacement thereof, notice of such Public Sale shall be posted on a suitable Bulletin Board maintained for such purposes in the Court House in the County or place in which said sale is to be held, at least 5 days immediately preceding the Sale. Such posting shall constitute sufficient advertising.

If said COLLATERAL is thus sold at Public Sale, SECURED PARTY shall mail a copy of its Notice of Public Sale to DEBTOR at the address shown at the beginning of this Agreement, at least 5 days before the date of such Public Sale. Further, if said COLLATERAL is sold at Private Sale, SECURED PARTY shall give at least 5 days' written notice of the time after which such Private Sale is to be made, such notice being stipulated by all parties hereto, as reasonable. At any sale or other disposition of the COLLATERAL, SECURED PARTY may accept a trade of property for all or a portion of the sale price.

(5) To make or have made any repairs found necessary or desirable at time of repossession, possession or sale of the cost of which is to be charged against DEBTOR.

(6) To apply the proceeds realized from disposition of the COLLATERAL to satisfy the following items, in the order here listed:

- (a) The cost of reimbursing any person, firm or corporation whose interest in the premises is damaged by the entry and removal of the COLLATERAL upon DEBTOR'S failure to do so;
- (b) The expense of taking, removing, holding for sale, repairing or otherwise preparing for sale and selling of said COLLATERAL specifically including the SECURED PARTY'S reasonable Attorneys' fees and both legal and collection expenses. If Claim and Delivery and/or Suit are instituted for possession of said COLLATERAL and/or collection of the unpaid balance(s) thereon, DEBTOR herewith stipulates and agrees that 15% of the sum of the unpaid principal and all interest due thereon at the time suit is instituted by SECURED PARTY shall be the reasonable Attorneys' fees of said SECURED PARTY, next to;
- (c) The expense of liquidating any liens, security interests, attachments or encumbrances superior to the security interests herein created; and finally, to
- (d) The unpaid principal balance and all accumulated interest hereunder and to any other debt owed to SECURED PARTY by any signer hereof.

Any surplus, after the satisfaction of the foregoing items (a) through (d) shall be paid to DEBTOR or to any other Secured Party lawfully entitled therein and known to this SECURED PARTY. Further, if the proceeds realized from disposition of the COLLATERAL shall fail to satisfy any of the foregoing items (a) through (d), DEBTOR shall be liable for any deficiency balance to SECURED PARTY, together with interest thereon at the Contract Rate stated herein.

GUARANTY BY THIRD PERSONS:

Undersigned, jointly and severally, guarantee(s) the payment, when due, to any holder hereof of amounts from time to time owing hereunder, and the payment, upon demand, of the entire amount owing on said Contract in the event of default in payment by Debtor(s) named herein. Undersigned waives, notice of acceptance of this Guaranty of any extensions in time of payment, of sale of any collateral and of all other notice to which the undersigned would be otherwise entitled by Law and agrees to pay all amounts owing hereunder, upon demand, without requiring any action or proceeding against Debtor(s) or an foreclosure against any COLLATERAL secured in said Contract. Set-off brought to enforce this Guaranty Agreement shall not be subject to any homestead exemption hereunder.

GUARANTOR
(ADDRESS)
GUARANTOR
(ADDRESS)

SIGNATURE OF OWNER OF SPECIFIC COLLATERAL:

Undersigned acknowledge themselves as fully bound by all provisions of this Security Agreement, Loan Agreement, which they herewith execute:

OWNER(S) OF SPECIFIC COLLATERAL
(ADDRESS)

