



20130919000379140 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
09/19/2013 02:04:36 PM FILED/CERT

STATE OF ALABAMA  
COUNTY OF SHELBY

Promissory Agreement

Date: August 14, 2013

Amount: \$100,000.00

FOR VALUE RECEIVED, the undersigned, hereby promises to provide to the order of Lillian R. Somers The principal sum of \$100,000.00, or so much thereof as may be advanced hereunder, with interest from the date hereof until paid in full, on the unpaid principal balance outstanding at the rate(s) hereinafter set out, payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Said principal shall accrue and be payable as follows:

1. INTEREST.

(a) Commencing on the Date hereof, and thereafter for a period of One (1) year, interest shall accrue at the fixed per annum rate of 12 %, "Applicable Interest Rate".

(b) Basis of Computation. Interest shall be computed on the basis that each year contains 365 days, by multiplying the principal amount by the per annum rate set forth above, dividing the product so obtained by 365, and multiplying the quotient thereof by the actual number of days elapsed.

2. PAYMENT.

Payments of \$1,000.00 per month beginning September 24, 2013 for a total of 11 payments and a final payment of \$101,000.00 due on or before August 24, 2014.

(a) This note shall be paid in one single balloon payment of the entire unpaid principal and interest on August 24, 2014 which is the maturity date of this agreement.

3. ACCELERATION.

Prepared by:

Adventure Mortgage, Inc.  
Suite 2165A Rocky Ridge Road  
Hoover, AL 35216

Lillian R. Somers President

- (a) Time is of the essence. Subject to the notice and cure provisions, if any, upon the occurrence of an event of default in any of the agreements, (including, without limitation, the failure to pay when due any amount due hereunder), then the entire principal sum evidenced by this agreement, together with all accrued and unpaid interest, together with all other sums due under the agreement, shall become immediately due and payable without further notice, demand or presentation for payment.
- (b) Should any security interest granted securing this agreement be sold prior to the maturity date noted above, the principle balance and accrued interest shall become due and payable at that time.

#### 4. MAXIMUM LEGAL RATES.


- (a) Both parties agree that no payment of interest or other consideration made or agreed to pursuant to this agreement shall at any time, be in excess of the maximum rate of interest permissible by law. In the event that such payment of interest or other consideration provided for in this agreement shall result in an effective rate of interest which, for any period of time is in excess of the limit of the usury or any other law applicable to this agreement evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between any party hereto, be applied to principal immediately upon receipt of such monies with the same force and effect as though the payer had specifically designated such without premium.


#### 5. MISCELLANEOUS.

- (a) The obligations and liabilities of payer under this note are continuing, absolute, and unconditional, and shall remain in full force and effect until all amounts due hereunder have been paid in full and all obligations have been discharged.
- (b) This agreement may be prepaid partially or in full, at any time without penalty.

#### 6. GOVERNING LAW

Adventure Mortgage, Inc.  
Suite 2165A Rocky Ridge Road  
Hoover, AL 35216

  
John Somers President

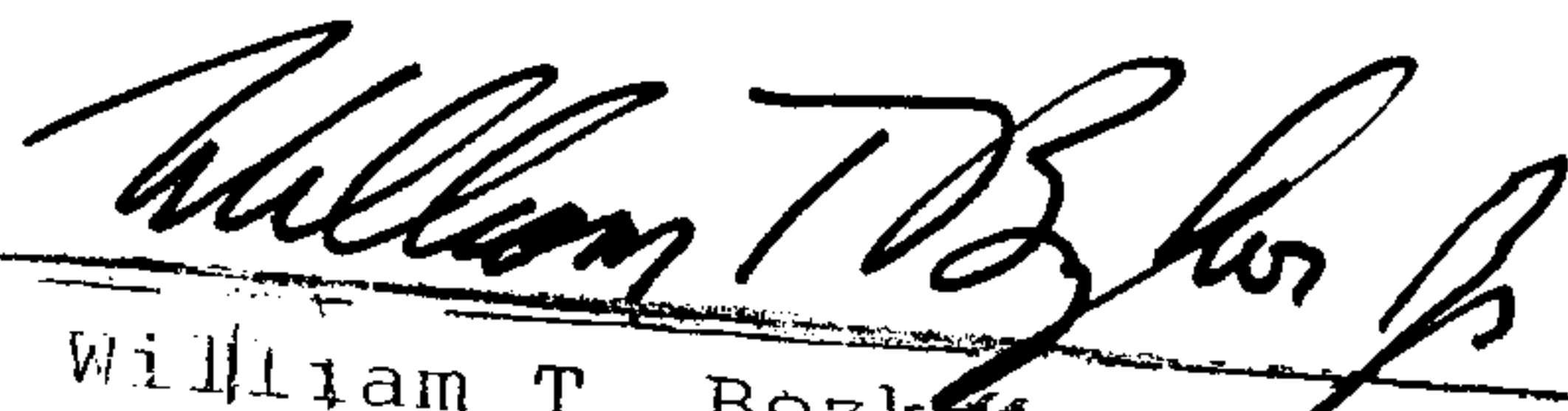
  
20130919000379140 2/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
09/19/2013 02:04:36 PM FILED/CERT

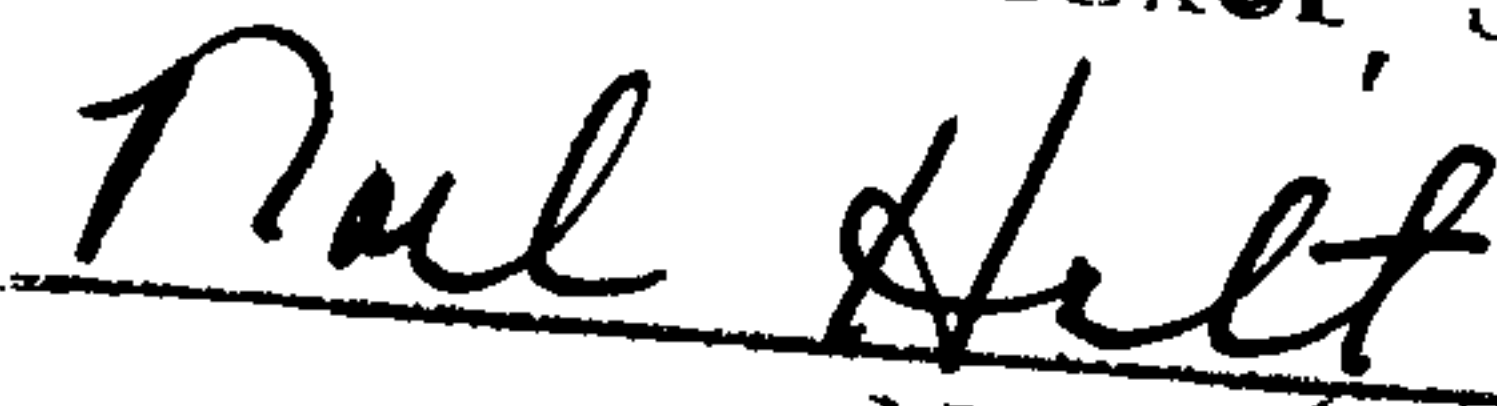


(a) This agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, Both parties have caused this Agreement to be executed, sealed, and delivered in Alabaster, AL as the first date set forth above.

Caution: It is important that you read this document thoroughly before signing it.

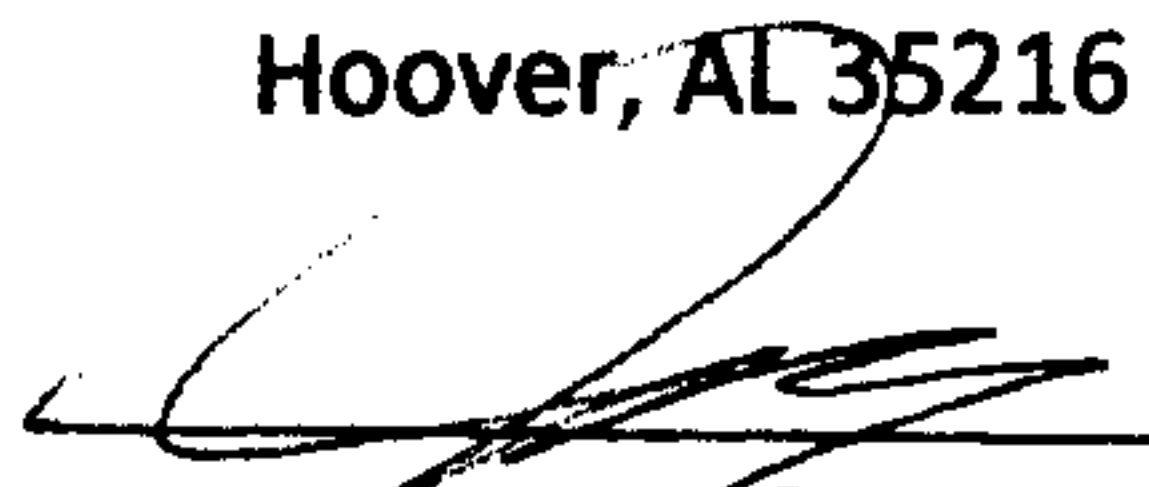
  
\_\_\_\_\_  
William T. Bezker, Jr.


  
\_\_\_\_\_  
Notary

*Expires 5/27/2017*

Prepared by:

Adventure Mortgage, Inc.  
Suite 2165A Rocky Ridge Road  
Hoover, AL 35216

  
\_\_\_\_\_  
John Somers President

  
20130919000379140 3/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
09/19/2013 02:04:36 PM FILED/CERT