

\$20,000.00

73

Alabaster, Alabama
November 1, 1984

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ROGER D. MOORE and DONALD A. KILPATRICK, jointly and separately, residents of Shelby County, Alabama (hereinafter referred to as the "Makers"), hereby promise to pay to the order of NORA WHATLEY and JACK WHATLEY, the sum of Twenty Thousand and no/100 Dollars (\$20,000.00), at 223 First Street North, Alabaster, Alabama, or at such other place in Shelby County, Alabama, as any holder hereof may designate in writing, with interest upon the unpaid principal balance from the date hereof at the rate of fifteen percent (15%) per annum.

Payment of principal and interest shall be made in monthly installments of Four Hundred Seventy-Five & 89/100 Dollars (\$ 475.89), the first of such installments to be due and payable on the 25th day of December, 1984, and one of such installments to be due and payable on the 25th day of each successive month thereafter until this Promissory Note is fully paid. The said monthly installment payments shall be applied first to the interest on the unpaid principal balance, and the balance thereof shall be applied to the reduction of principal.

The Makers hereof, at their option, may pay, without penalty, all or any part of the principal of this Promissory Note at any time before maturity, provided that all accrued interest has been paid to the date of such prepayment.

If any installment is not paid within thirty (30) days after the same is due and payable, the entire balance of the principal and accrued interest shall, at the option of the holder, become immediately due and payable without notice.

Each Maker and endorser of this Promissory Note hereby agrees to pay all costs of collection of this Promissory Note, including reasonable attorneys' fees.

The granting to the Makers of this Promissory Note or any other person of any extension or extensions of time for payment of any sums due hereunder shall in no way release or affect the liability of Makers.

The undersigned hereby waive presentment, demand, protest, notice of protest and any defense by reason of extension of time for payment or other indulgence granted by any holder hereof, and hereby waive all rights of exemption under the Constitution and laws of the State of Alabama.

This note is further secured by collateral described on the reverse side of this note.

MAKERS:

Roger D. Moore (SEAL)
Roger D. Moore

Donald A. Kilpatrick (SEAL)
Donald A. Kilpatrick

Nora Whatley
P.O. Box - 22
Opelika, Ala
35110

This note is secured by the assets of Moore & Kilpatrick, an Alabama Partnership, which generally consist of cash in bank, accounts receivable, and furniture and equipment. Certain furniture and equipment is subject to a first lien.

Roger D. Moore (SEAL)
Roger D. Moore

Donald A. Kilpatrick (SEAL)
Donald A. Kilpatrick

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV -1 PH 2:16

Thomas W. Brundage, Jr.
JUDGE OF PROBATE

ptg. tax - 30.00
Rec. 500
Ind. 100
36.00

1984 NOV -1 PH 2:16

BOOK 007 PAGE 265