

1549

\$ 425,000.00

Birmingham, Alabama, September 16, 1985

On or before three (3) years from date, the undersigned, for value received, promise to pay to the order of Acton Investment Company, an Alabama General Partnership the sum of Four hundred twenty-five thousand and no/100 ----- (\$ 425,000.00) Dollars, together with interest upon the unpaid portion thereof from date, at the rate of 10% percent per annum.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned. This debt may be prepaid at any time prior to maturity, without penalty.

Cornerstone Properties, Inc.

By: Donald M. Acton
President

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

1986 JAN 21 AM 8:49

Thomas O. Swenson, Jr.
JUDGE OF PROBATE

Rec 250
Ind 100
350

057-966

Amo 241,