

PROMISSORY NOTE

US\$ 308,781.52

March 15, 19 91

FOR VALUE RECEIVED, the undersigned, separately and severally, promise(s) to pay to the order of:

OXY TIRE, INC.

at any place designated by the holder, the principal sum of:

Three hundred eight thousand, seven hundred eighty one Dollars and 52/00----- Dollars (\$308,781.52)

together with interest from March 15, 1991 at the rate of Eleven and one half Per Centum (11 1/2 %) per annum

computed on the unpaid principal balances, and unless otherwise specified, interest after maturity shall be at the same rate stated herein, said indebtedness being payable as set forth below:

"ON DEMAND" MARCH 14, 1992 @ \$308,781.52
+ 35,509.87 INTEREST
\$344,291.39 TOTAL DUE

In the event default be made in the payment of principal or interest hereunder or, if payable in installments, if default be made in the payment of any installment as herein provided, then the entire sum shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. I (we), separately and severally, waive all rights of exemption under the Constitution and laws of this or any other state and the United States. In the event default be made in the payment of this note and if the same is placed in the hands of an attorney at law for collection, the undersigned agree(s) to pay all costs of collection including a reasonable attorney's fee and court cost.

Each maker, endorser, surety and guarantor of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action without release of liability as to any such party. In the event of death, insolvency of general assignment by, judgment against, filing a petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable herein or against any of the assets of any such party hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable with interest to date.

EXECUTED under my(our) hand(s) and seal(s) this 15 day of MARCH, 1991, in the City of BIRMINGHAM, County of JEFFERSON, State of ALABAMA

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

WITNESS

DEC 17 AM 11:14

JUDGE OF PROBATE

MAKER (under seal)

Individually and for:

QUAKER SQUARE DEVELOP. CO., INC.

WITNESS

MAKER (under seal)

Individually and for:

QUAKER SQUARE DEVELOP. CO., INC.

1. Deed Tax \$
2. Mtg. Tax \$
3. Recording Fee \$ 2.50
4. Indexing Fee \$ 3.25
5. No Tax Fee \$
6. Certified Fee \$ 1.00

Terry Habsley
2000 Hwy 25 Montevalle AL 35115

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