

PROMISSORY NOTE

\$3,000.00

May 21, 1992

The undersigned Mark Steven Bolan and Nancy Graben Bolan ("Borrower") hereby promise(s) to pay Damon Lee Herbert, Sr., or order, the principal sum of Three Thousand and No/100 Dollars (\$3,000.00), with interest at the rate of ten per cent (10%) per annum. Principal and interest shall be payable at _____, or such other place as the Note holder may designate, in consecutive monthly installments of Sixty-three and 74/100 Dollars (\$63.74), on the 21st day of each month beginning June 21, 1992. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on May 21, 1997.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note Holder. The date specified shall not be less than thirty (30) days from the date such notice is mailed. The Note Holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note Holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note Holder a late charge of five per cent (5%) of any monthly installment not received by Note Holder within fifteen (15) days after the installment is due.

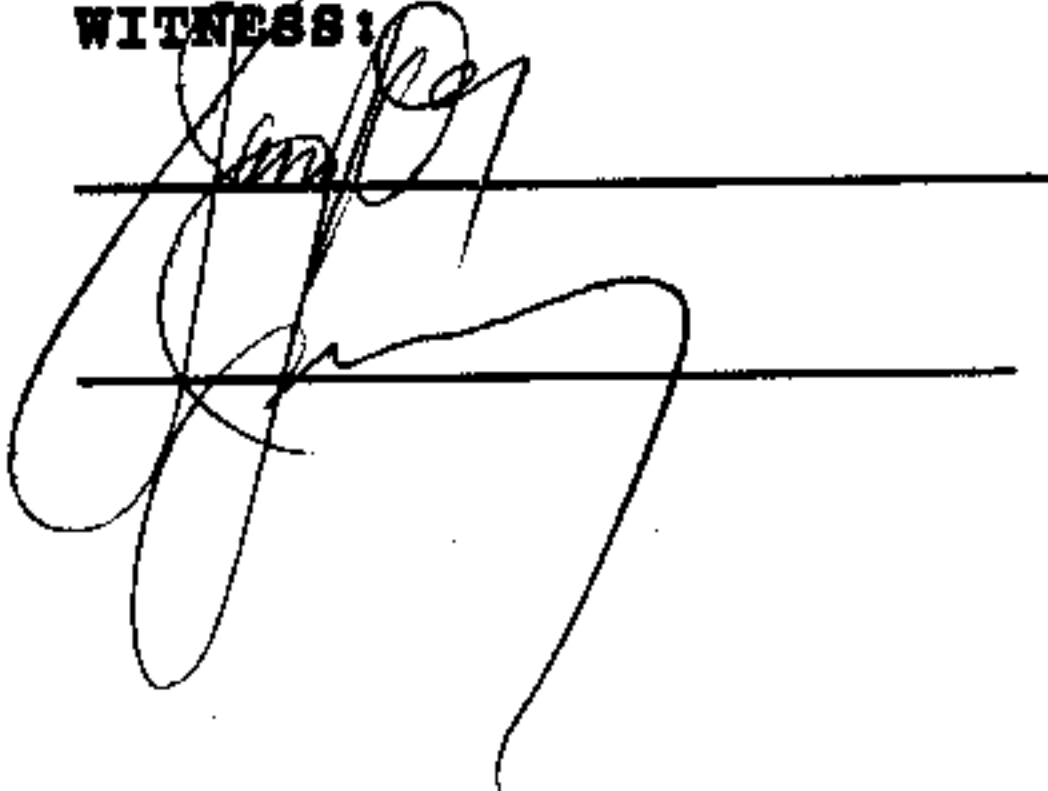
Borrower may prepay the principal amount outstanding in whole or in part. The Note Holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note Holder shall otherwise agree in writing.



Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorser hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorser, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at Route 1, Box 200, Sterrett, AL 35147, or to such other address as Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note Holder at _____, or to such other address as Note Holder may designate by notice to Borrower.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the day and year first above written.

WITNESS:




Mark Steven Bolan

Nancy Graben Bolan

Inst # 1992-09261

05/26/1992-09261
10:01 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 6.50

1474 CO. RD. #101
STERRETT, AL.
35147

Inst # 1992-10393

Without recourse, I hereby sell and assign the within Note to
D. L. Herbert this 29th day of May, 1992.

Damon Lee Herbert
Damon Lee Herbert

Inst # 1992-10393

06/05/1992-10393
12:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 9.00