

✓ Mail to  
Clifton B. Cox  
3500 East Lincoln Drive  
Phoenix, Arizona 85018

## INSTALLMENT NOTE

\$ 130,000.00

Dated: July 7, 1992

Principal Amount

State of Alabama

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of The Clifton B. Cox Family Trust  
One hundred thirty thousand

Dollars (\$ 130,000.00), together with interest thereon at the rate of 1 & 1/2 % ~~over prime~~ ~~xxxxxx~~ per annum on the unpaid balance. Said sum shall be paid in the manner following:

Interest on first of each month

Principal due July 1, 1997

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within 60 days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guarantee granted as collateral security for this note.  
See reverse side for security
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, insolvency dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Signed in the presence of:

Southeast Computer Services  
by William F. Fenn  
William F. Fenn 111  
President

(See Reverse for Guaranty)



53926 20027 6

## GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all monies due under the aforesaid note and agree to remain bound until fully paid.

The following is pledged as security for this note

All computers and spare parts, All maintenance agreements  
In the presence of: all accounts receivables, three vans and all office equipment  
and

Signed Southeast Computer Services

*William F. Fenn*

William F. Fenn III

E-Z Legal Form A230

INSTALLMENT NOTE

DATED:

Inst # 1992-13246

07/07/1992-13246

11:53 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

001 MCD 210.00