

PROMISSORY NOTE

Inst # 1994-00962

\$ 85,175.23

January 1, 1994

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

CHARLES E. WAGNER

at any place designated by the holder or at PELHAM, ALABAMA - ATONEMENT
LUTHERAN CHURCH

the principal sum of EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE AND 23/100 Dollars (\$ 85,175.23)

together with interest from JANUARY 1, 1994 at the rate of TWELVE

Per Centum (12.00 %) 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: PAID IN FULL ON OR
BEFORE DECEMBER 31, 1994.

Inst # 1994-00962

01/10/1994-00962
03:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MCD 8.50

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 7th day of January, 1994
in the City of Pelham, County of Shelby State of AL

Spiller H. Jeff
WITNESS Notary

Linda P. Roberts
MAKER (under seal)

David C. Marshall
MAKER (under seal)

WITNESS
FORM 126 3590 DEERFIELD DR
B'ham, AL 35226