

NOTE AND LIEN

US\$ 9180.00Birmingham, AlabamaDec 2, 1998

For value received, the undersign(s) (Borrowers) promise to pay to Steve W. Maddox or order, the principal sum of NINE THOUSAND ONE HUNDRED EIGHTY DOLLARS dollars with no interest on the unpaid principal balance. The principal shall be payable at Dothan, Alabama or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred dollars (US\$ 300.00), on the 15th day of each month beginning JANUARY 15, 1999. Such consecutive monthly installments shall continue until the entire amount of this note is paid in full.

If any consecutive monthly installment under this note is not paid when due and remains unpaid after a date specified by a notice to Borrowers, the entire principal outstanding shall at once become due and payable at the option of the Note holder on thirty days written notice. If suit is brought to collect this note, the Note holder shall be entitled to collect all reasonable cost and expenses of the suit, including but not limited to, reasonable attorney fees.

Borrowers may repay the principal amount outstanding in whole or in part. No partial payment will postpone the due date of any subsequent monthly installment or change the amount of any monthly installment.

All notices to Borrowers or Note holder shall be in writing, by certified mail, return receipt requested. The mailing address used for such notices shall be the last known mailing address.

In the event of the death of the Borrower(s), this note shall be a lien on the real estate located at 2804 Altadina South Way, Birmingham, Alabama 35244 or any other real estate that replaces the real estate at the above address.

In the event of the death of the Note holder, the estate of the Note holder shall have all the rights and privileges of the Note holder.

Andrea Rossett

Witness

Audrey M. Pennington

Witness

James W. Maddox

Borrower

Charles D. Maddox

Borrower

2804 Altadina South Way
Birmingham, Alabama 35244

Address of property

A copy of a deed to the above described property is attached and made a part thereof

Inst # 1999-04311

02/01/1999-04311

11:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 KMS

27.30

P. G. Penning

MY COMMISSION EXPIRES OCTOBER 6, 2001

SEND TAX NOTICE TO:

James Wayne Maddox

(Name) Shannon Deen Maddox

2804 Altadena South Way

(Address) Birmingham, AL 35244

This instrument was prepared by

(Name) Clayton T. Sweeney

2700 Highway 280 East, Suite 150E

(Address) Birmingham, AL 35223

Form TITLE 5200 1-84

WARRANTY DEED, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP - THE TITLE GROUP INCORPORATED

STATE OF ALABAMA

Shelby COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Hundred Nine Thousand and 00/100----- DOLLARS

to the undersigned grantor or grantors in hand paid by the GRANTEES herein, the receipt whereof is acknowledged, we,

Patricia E. Ivey, an unmarried woman

(herein referred to as grantors) do grant, bargain, sell and convey unto

James Wayne Maddox and Shannon Deen Maddox

(herein referred to as GRANTEES) as joint tenants, with right of survivorship, the following described real estate situated in

Shelby County, Alabama to-wit:

Lot 5, in Block 1, according to the Amended Map of Awtrey & Scott Addition to Altadena South, as recorded in Map Book 5, Page 123, in the Probate Office of Shelby County, Alabama.

Subject to:

Advalorem taxes for the year 1993 which are a lien but are not due and payable until October 1, 1993.

Existing easements, restrictions, set-back lines and limitations of record.

\$ 65,000.00 of the consideration was paid from the proceeds of a mortgage loan closed simultaneously herewith.

Inst # 1993-23858

08/12/1993-23858
08:36 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
001 NCD 52.50

44.00
2.50
6.00
52.50

TO HAVE AND TO HOLD Unto the said GRANTEES as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 30th

day of July, 1993.

WITNESS:

(Seal)

Patricia E. Ivey

(Seal)

Lot 5, in Block 1, according to the Amended Map of Awtrey & Scott Addition to Altadena South, as recorded in Map Book 5, Page 123, in the Probate Office of Shelby County, Alabama.

Subject to:

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IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 30th

day of July, 1993.

WITNESS:

____ (Seal)

____ (Seal)

____ (Seal)


Patricia E. Ivey

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

Jefferson COUNTY }

I, Clayton T. Sweeney, a Notary Public in and for said County, in said State,

hereby certify that Patricia E. Ivey, an unmarried woman

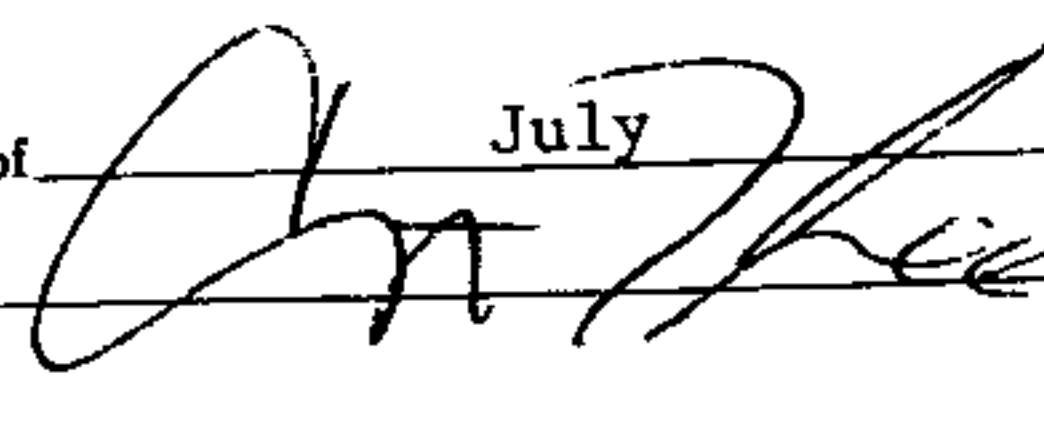
whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me

on this day, that, being informed of the contents of the conveyance she executed the same voluntarily

on the day the same bears date.

Given under my hand and official seal this 30th day of July, A.D., 1993

Commission expires: 5/29/95


Notary Public.

02/01/1999-04311
11:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 27.30