

**REAL ESTATE MORTGAGE NOTE**

\$46,000.00

Columbiana

~~XXXXXXX~~ Birmingham, Alabama,

The undersigned, for value received, promise to pay to the order of

Walter E. Moody

the sum of Forty Six Thousand and no/100-----Dollars,

together with interest upon the unpaid portion thereof from date at the rate of 8.75 per cent per annum, in monthly

installments of Four Hundred Six and 51/00-----Dollars,

payable on the 10th day of each month after date, commencing August, 1999

until said sum is paid in full, payable at P.O. Box 1356 Columbiana Ala 35051  
Alabama, or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way, in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note waives demand, protest, and notice of protest and all requirements necessary to hold them as endorsers.

This note is given, executed and delivered under the seal of the undersigned.

Inst # 2000-19019

06/07/2000-19019  
01:16 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 SNA 77.50

James D. Grier

(L.S.)

Kristy D. Grier

(L.S.)

(L.S.)

(L.S.)