

## PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned Harvey and Donna Meade ("Maker") promises to pay to the order of Grady A. and Teresa Gulledge and his/her heirs, survivors and assigns (the "Holder") at such place as designated in writing by the Holder, the principal sum of ten thousand (\$10,000) plus other amounts as described below, in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of said payment, said principal and interest to be payable as set forth below.

#### Interest Rate and Place of Payment.

The principal amount of this Note shall accrue interest at the per annum rate of eight percent (8%), based on a 365 day year, and shall be due on demand, but in no event later than July 1, 2006. Payments of principal and interest on this Note until maturity shall be payable as follows: Payment of the 8% interest shall be due on the 15<sup>th</sup> of each month, beginning on January 15, 2006 and every month thereafter until July 1, 2006, whereupon the entire principle amount is due and payable in full.

## Prepayment Provision.

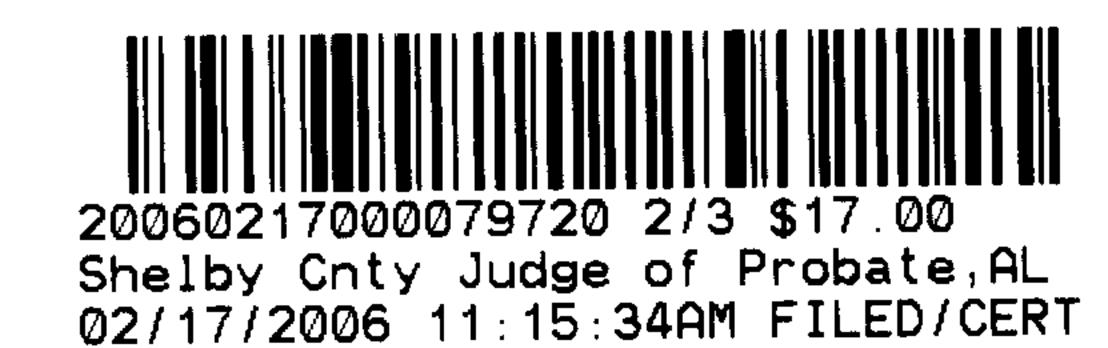
This Note may be retired and repaid in part or in full prior to its normal maturity at any time without premium or penalty, provided, however, that any such partial prepayment shall not serve to decrease or diminish the payments set forth above.

#### Consent and Waiver.

The Maker does hereby: (a) consent to any forbearance or extension of the time or manner of payment hereof and to the release of all or any part of any security held by the Holder to secure payment of this Note; (b) agree that no course of dealing or delay or omission or forbearance on the part of the Holder in exercising or enforcing any of its rights or remedies hereunder or under any instrument securing this Note shall impair or be prejudicial to any of the Holder's rights and remedies hereunder or the enforcement hereof and that the Holder may extend, modify or postpone the time and manner of payment and performance of this Note and any instrument securing this Note, may grant forbearances and may release, wholly or partially, any security held by the Holder as security for this Note and may release, partially or wholly, any person or party primarily or secondarily liable with respect to this Note, all without notice to or consent by the Maker; (c) waive notice of acceptance of this Note, notice of the occurrence of any default hereunder or under any instrument securing this Note and presentment, demand, protest, notice of dishonor and notice of protest and notices of any and all action at any time taken or omitted by the Holder in connection with this Note or any instrument securing this Note and waives all requirements necessary to hold that party to the liability of that party; (d) waive any "venue privilege" and/or "diversity of citizenship privilege" which it may now have or have in the future, and does hereby specifically agree, notwithstanding the provision of any state or federal law to the contrary, that the venue for the enforcement, construction or interpretation of this Note shall be in such court, state or federal selected by the Holder.

### Events of Default.

Any failure by Maker to pay any amounts when due under this Note shall constitute an Event of Default hereunder.



#### Remedies.

Upon the occurrence of an Event of Default, the Holder shall have any and all remedies available under law, including, without limitation, the collection of attorney's fees and all other costs and expenses of collecting the debt evidenced by this Note.

Alabama Law.

This Note and the enforcement thereof shall be governed by the laws of the State of Alabama, regardless of the state in which this Note may be executed. The loan evidenced by this Note shall, for all purposes, be considered to have been made in the State of Alabama, regardless of the location of any property securing this Note.

MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER MAKING THE LOAN EVIDENCED BY THIS NOTE.

Address of Maker:

Harvey and Donna Meade

900 Hwy. 441

Wilsonville, Al.35186

Dated: January 3, 2006

Donna Meade

Notary:

My Commussion Expires 10/7/06

20060217000079720 3/3 \$17.00 Shelby Cnty Judge of Probate, AL 02/17/2006 11:15:34AM FILED/CERT

# Exhibit "A" Legal Description

COMMENCE AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 30 TOWNSHIP 20 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA, THENCE SOUTH A DISTANCE OF 387.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID LINE A DISTANCE OF 130.00 FET TO THE CENTERLINE OF OLD HARPERSVILLE ROAD; THENCE S 09 DEGREES 08 MINUTES 51 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 63.45; THENCE S 07 DEGREES 05 MINUTES 22 SECONDS WEST AND LEAVING SAID CENTERLINE, A DISTANCE OF 687.20 FEET TO THE EASTERLY RIGHT OF WAY OF SHELBY COUNTY HIGHWAY 441; THENCE NORTH 03 DEGREES 15 MINUTES 30 SECONDS WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 578.61 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 07 SECONDS EAST AND LEAVING SAID RIGHT OF WAY A DISTANCE OF 804.46 FEET TO THE POINT OF BEGINNING. CONTAINING 5.00 ACRES MORE OR LESS.

SURVEY BY RODNEY SHIFTETT, AL PLS 21784

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.

(ORIGINAL DEED CONTAINS THIS AND ADDITIONAL PROPERTY WITH LESS AND EXCEPTS).

ADDRESS: 900 HIGHWAY 441; WILSONVILLE, AL 35188 TAX MAP OR PARCEL ID NO.: 17-9-30-0-000-012.000

SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY