

PROMISSORY NOTE

This Promissory Note is executed for the purchase of and the renovation of the property and improvements ("property") located 688 Highway 331, Columbiana, Alabama 35051 with the following legal description.

Legal description of real estate (Property) located in Shelby County, state of Alabama
A parcel of land located in the North ½ of the South ½ of the SW 1/4 of the SW 1/4 of Section 12, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of said 1/4 1/4 section, thence in a Northerly direction along the West line of said 1/4 1/4 section a distance of 329.82 feet to a point of beginning; thence continue along last described course a distance of 329.82 feet; thence 90 degree 20 minutes, 30 seconds right in an Easterly direction a distance of 641.65; thence 89 degree 48 minutes, 40 seconds right in a Southerly direction a distance of 329.82 feet; thence 90 degree 11 minutes, 20 seconds right in a Westerly direction a distance of 640.77 feet to the point of beginning; being situated in Shelby County, Alabama.

This Promissory Note principal amount is \$ 160,000.00 (one hundred sixty thousand dollars) executed in the state of Alabama and duly recorded in probate of Shelby County, Alabama.

For value received, the under signed (Berford A. Short and Debra Kay Short "Borrower) hereby jointly and severally promise to pay to the order of William R. Forrester and Blanche G. Forrester ("Holder") the sum of \$ 160,000.00 (one hundred sixty thousand dollars) together with interest thereon at the rate of 6% per annum on the unpaid balance. Such interest to commence on the first day of the third month after the closing date of the "Borrower" purchase of the property. Payment of accrued interest shall lump sum made at the time of payment in full.

It is further agreed, upon sale of said "property", the proceeds shall be disbursed as follows.

1. The "Holder "to receive full payment of principal together with accrued interest (if any) according to the terms of this agreement.

2. The margin between the purchase price of the "Property" as described in the "Borrower" property purchase contract and the re-sale price of the "Property" by the "Borrower" less the audited cost of renovation and any other agreed upon related costs shall be shared equally between the "Borrower" and the "Holder" at the time of the closing of the re-sale of the "Property".

3. If the "property" does not sell within 6 months from the date of the "Borrower" assuming possession of the "property", the terms of this Note will be re-negotiated.

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

This note is not transferable or assignable.

In 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 cost of collection. Payments not made with five days of due date shall be subject to a late charge of 10 % 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, 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 the 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 in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each if the undersigned does hereby irrevocably grant to each 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 of Alabama. The undersigned hereby execute this note as principals and not as sureties.

Signed in the presence of:

BORROWER:

W. A. Short
Witness

Berford A. Short 7/10/06
Berford A. Short Date

W. A. Short
Witness

Debra Kay Short 7/10/06
Debra Kay Short Date

HOLDER:

W. A. Short
Witness

William R. Forrester 7/11/06
William R. Forrester Date

W. A. Short
Witness

Blanche G. Forrester
Blanche G. Forrester Date