

NOTE

Fusiciney 5, 2009, Pelham, Alabama. 151 Green Park South, Pelham, Alabama 35124.

- 1. <u>BORROWER'S PROMISE TO PAY</u>. In return for a loan that I have received, I promise to pay U.S. \$20,000.00 (this amount called "principal"), plus interest, to the order of Cary L. Hill, Sr., Lender. I understand the Lender may transfer this note. The Lender of anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."
- 2. <u>INTEREST</u>. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay the interest at a yearly rate of 12.00%.

3. PAYMENTS.

(A) Time and Place of Payments.

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning March 1, 2009.

I will make these payments each and every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on November 30, 2014, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make monthly payments at 120 Stratshire Place, Pelham, Alabama 35124, or at a different place if requested by the Note Holder.

(B) Each of my monthly payments will be in the amount of U.S. \$400.00.

4. PREPAYMENTS.

The Borrower may prepay on the Note without a penalty. Borrower must inform the Note Holder that any prepaid or additional payment is to be credited toward the principal. Any such payment shall be credited to the 'end' of the Note. The number of payments to be made by Borrower to Note Holder shall be seventy (70) beginning on March 1, 2009, and ending November 1, 2014.

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5. BORROWER'S FAILURE TO PAY AS REQUIRED.

(A) Late Charges for Overdue Payments.

The payment is due on the first day of each and every month. If the Note Holder has not received the monthly payment before the tenth (10^{th}) day of the month, I will pay the Note Holder a late charge in the amount of 5% of the monthly payment. I will pay this amount promptly but only once on each payment.

(B) Default.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default.

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. The date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) Cost of Collection.

In the event I default on this Note and litigation is required by or on behalf of the Note Holder, I hereby acknowledge that I will be responsible for a reasonable attorney's fee associated with the collection of this Note.

6. GIVING OF NOTICES.

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail at the address listed in paragraph 3(A) above.

By signing below, Borrower(s) accept and	d agree to the terms and covenants contained in this
Note.	Juan Nunez (Seal) Juan Nunez (Borrower) Juan Nunez (Borrower)
STATE OF ALABAMA }	
SHELBY COUNTY }	
On this the 5th day of February	, 2009, I, R Switt Oyer,
	d state, hereby certify that Gabriela Nunez Moreno,
and Juan Nunez, whose names are signed to	the foregoing Note, and who are known to me,
acknowledged the contents of Note, and they exec	cuted the same voluntarily and as their act on the day
the same bears date.	
Given under my hand and seal of office this 5th day of February, 2009.	
	R. Scott Over
WINGCOTTON.	Notary Public NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Apr 4, 2009
STARY	My Commission Expires:
PUBLICATION	20090220000060400 3/3 \$17.00
MA STATE IN	Shelby Cnty Judge of Probate, AL 02/20/2009 09:23:01AM FILED/CERT