

THIS INSTRUMENT WAS PREPARED BY:

MIKE T. ATCHISON, ATTORNEY AT LAW
P.O. BOX 822
COLUMBIANA, ALABAMA 35051

20090513000179560 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
05/13/2009 08:44:58 AM FILED/CERT

DEMAND NOTE

\$75,000.00

For value received, the undersigned promises to pay to the order of William Simril and/or Lynda Simril, or to the survivor of them, the principal sum of SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS

(\$75,000.00), with interest thereon from April 27, 2009, at the rate of 20 % per annum, the principal and interest

payable as follows, namely:

11 payments of interest only in the amount of \$1,250.00, due on the 27th day of each month, beginning May 27, 2009, and one final payment of \$76,250.00 due on or before the 27th day of April, 2010.

Payable at the office of William & Lynda Simril, 170 Green Dr. Odenville, AL, or such other place as the holder of the note may designate. 35120

In the event of default in the payment of any installment of principal or interest the entire indebtedness shall become due and payable at once and in full at the option of the holder thereof.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally waives as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collection or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by any attorney consulted, with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them or any of them and they severally agree that time of payment may be extended or a renewal note taken or other indulgence granted without notice of, or consent to, such action, without release of liability of any such part. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such part liable hereunder, subject to terms of mortgage.

BRP HOLDINGS LLC

by: Gary D. Barnett, Member

Gary D. Barnett, individually

by: Blake Ratcliff, Member

Blake Ratcliff, individually

Judith McClellan

JUDITH MCCLELLAN
NOTARY PUBLIC
MY COMMISSION EXPIRES:
2/28/11



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INTEREST-ONLY

MICHAEL T. ATCHISON, ATTORNEY

04-24-2009

BORROWER BRP Holdings LLC

LENDER William & Lynda Simril

Principal Amount of Loan \$75,000.00

Finance Charges \$15,000.00

Balloon After Payment No 11

Principal+Finance Charges \$90,000.00

Annual Interest Rate in Percent 20.0000

Duration of Loan in Months 11

Total No of Payments 12

Number of Payments / Year 12

Amount of Regular Payment \$1,250.00

Amount of Final Payment \$76,250.00

First Payment Date 5/ 27/ 2009

PAYMENT NO.	MO./YR.	\$ INTEREST	\$ PRINCIPAL	\$ BALANCE
1	5 2009	1,250.00	0.00	75,000.00
2	6 2009	1,250.00	0.00	75,000.00
3	7 2009	1,250.00	0.00	75,000.00
4	8 2009	1,250.00	0.00	75,000.00
5	9 2009	1,250.00	0.00	75,000.00
6	10 2009	1,250.00	0.00	75,000.00
7	11 2009	1,250.00	0.00	75,000.00
8	12 2009	1,250.00	0.00	75,000.00
Total For 2009		10,000.00	0.00	
9	1 2010	1,250.00	0.00	75,000.00
10	2 2010	1,250.00	0.00	75,000.00
11	3 2010	1,250.00	0.00	75,000.00
12	4 2010	1,250.00	75,000.00	0.00
Total For 2010		5,000.00	75,000.00	

Final Payment =

\$76,250.00