PROMISSORY NOTE

july 21,2005 \$7500.00

birmingham, alabama

arthur hartley, referred to herein as "MAKER", agrees to pay to the Order of brad sherrod, referred to herein as "HOLDER", or order, the sum of \$7500.00, (seven thousand five hundred & no/100 Dollars), at 1820 first avenue south, suite a bham, al 35210, , with interest thereon at rate of 5%% per annum, simple interest.

The full amount of principal and interest due herein shall be on 10/21/2005 or sooner.

This note is payable in U.S. Dollars. At any time the maximum rate of interest applicable to this transaction shall not exceed the legal maximum rate of interest for a note of this type. Any sums paid in excess of any lawful limitation shall be applied to principal.

After default herein, this note will bear interest at the highest legal rate for this type of note until paid in full. Upon any default, MAKER agrees to pay a reasonable attorney's fee for any and all services of an attorney, whether in or out of court, and for appeal and post-judgment collection legal services.

Dated: 7/21/05 MAKER

PERSONAL GUARANTEE

The undersigned, in consideration of the extension of credit by HOLDER to MAKER, unconditionally personally guarantee the full and prompt payment of principal, interest, and any collection costs, including attorney's fees to HOLDER. The undersigned consent to any extensions which may be made from time to time between MAKER and HOLDER, and consents to the release or substitution of any collateral.

READ CAREFULLY: You are executing a legally binding obligation to pay this debt should the primary maker fail or refuse to do so. This may mean that you might be called on to pay this debt and collection costs. *****************

Soul D. Robert 5/24/2010

My Commission expires 6/26/2011