

STATE OF ALABAMA
SHELBY COUNTY

DATE: August 30, 2010

SECURED PROMISSORY NOTE

1. For value received, CLARK CARTER promises to pay to DONNA LITTLETON at her home at 145 Lakeside Drive, Peachtree City, Georgia 30269 or at such other place as she may designate in writing, the principal sum of \$50,000 together with interest from this date at the rate of 10% per year.
2. This Note is secured by a first lien position in any and all legal interests of CLARK CARTER in that certain real property (the "Real Property") in Shelby County, Alabama, as provided in the legal description attached hereto as "Exhibit A".
3. Principal and interest of this Secured Promissory Note (the "Note"), shall be payable in a single lump sum payment upon any Transfer of Collateral. Transfer of Collateral shall include a sale, lease, mortgage, or transfer or conveyance of the collateral securing this note or any portion of, or interest in it, whether voluntarily, involuntarily, by operation of law or otherwise.
4. If this Note is not paid when due, or if any event or default occurs, Clark Carter promises to pay all costs of collection including, but not limited to, reasonable attorneys' fees incurred by the Holder of this Note on account of such collection, whether or not action is filed on this Note. Clark Carter waives the defense of the statute of limitations in any action on this Note to the extent permitted by law.
5. This Note shall be governed and construed in accordance with the laws of the state of Alabama. Every provision of this Note is intended to be severable. In the event any term or provision of this Note is declared to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the validity or enforceability of the remainder of the terms and provisions set forth in this Note.
6. TIME IS OF THE ESSENCE OF THIS NOTE.

IN WITNESS WHEREOF, the undersigned Borrower has executed this instrument under seal as of the day and year first above written.

Borrower: CLARK CARTER

DATE: 9-22-10

Signed, sealed and delivered in the presence of:

Witness: Kacey McCuskey

Notary Public: Carlene R. Hadenway

My Commission Expires Dec 1, 2013

Lender: DONNA LITTLETON

DATE: 8-30-10

Signed, sealed and delivered in the presence of:

Witness: Michelle Hoff

Notary Public: Int. Ray



EXHIBIT A

PARCEL NO. 1, TAX ID # 285223001002000

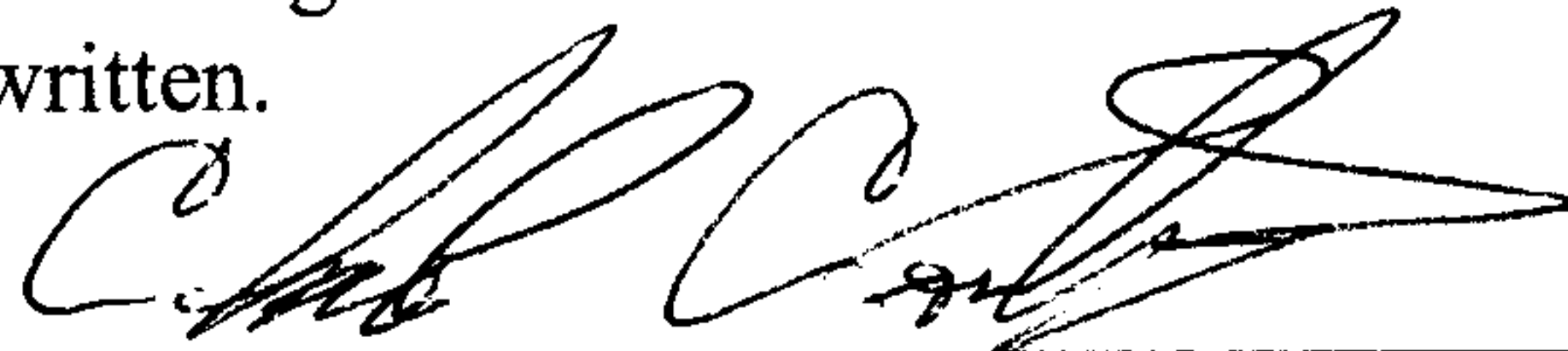
BEG SW COR LT 1 BLK 196 DUNSTANS MAP OF CALERA W ALG N BDRY 17TH AVE
321.98 T O E ROW FOUNDRY RD N199.95 E160 N155.52 TO S ROW HWY#25 ELY142.08
TO I-65 RO W SE ALG ROW 154.11 SLY ALG ROW 315 S ALG ROW 53.44 W200.41
N74.37 TO POB LYING IN BLK 196 & BLK 197 & PT 2ND ST 16TH AVE & 17TH AVE &
ALLEY ALSO LAN D OFF N SIDE LT 8 BLK 209

PARCEL NO. 2, TAX ID # 285223001019001

BEG NE COR LT 8 BLK 208 DUNSTANS MAP OF CALERA E282.44 S395.74 TO N BDRY
18 TH AVE W333.22 TO E ROW FOUNDRY RD NLY 394.94 TO S ROW 17TH AVE E38.5
TO POB LYING IN BLKS 208 & 209 & VACATED 2ND ST ROW

IN WITNESS WHEREOF, the undersigned Borrower has executed this instrument under seal as
of the day and year first above written.

Borrower: CLARK CARTER

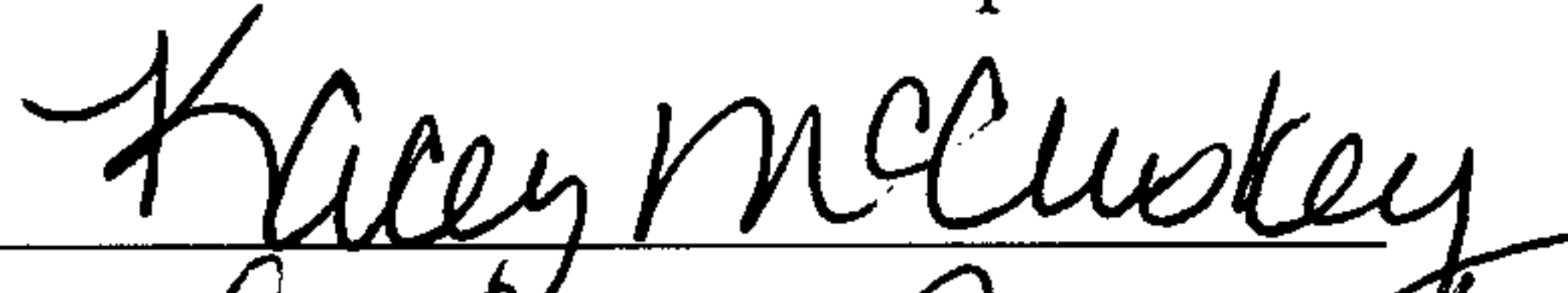


DATE:

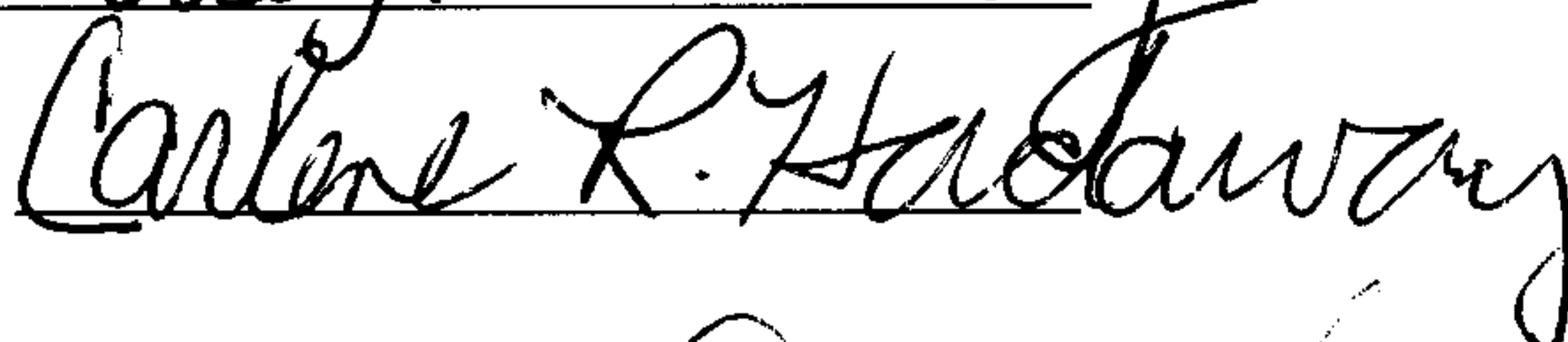
9-22-10

Signed, sealed and delivered in the presence of:

Witness:

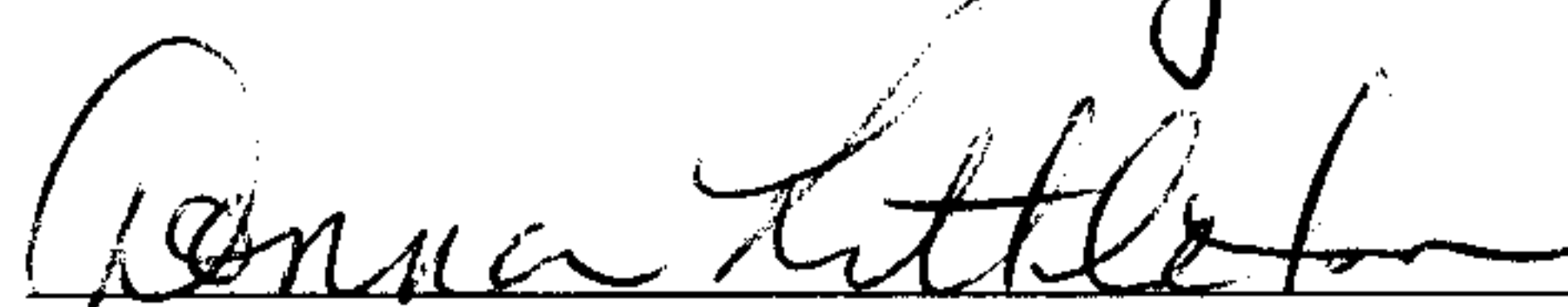


Notary Public:



My Commission Expires Dec 1, 2013

Lender: DONNA LITTLETON

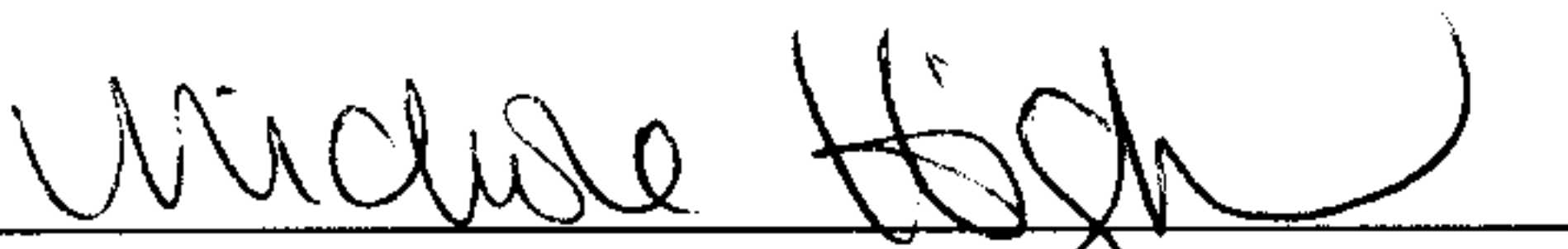


DATE:

8-30-10

Signed, sealed and delivered in the presence of:

Witness:



Notary Public:

