

PROMISSORY NOTE

\$ 30,000.00

Dated: 1-20

, 20 13

Principal Amount 30,000.00

State of ALABAMA

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Thirty Thousand Dollars & 00/100 Dollars (\$30,000.00), together with interest thereon at the rate of 4 % per annum on the unpaid balance. Said sum shall be paid in the manner following:

*Sump sum in 90 days from beginning of loan
dated 1/20/2013
Brent Vacarella agrees to pay Charles Vacarella
upon receipt of his final loan from his
new home.*

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

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within 90 days of its due date.

In the 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 costs of collection. Payments not made within ~~five (5)~~ days of due date shall be subject to a late charge of 4 % 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, whether as endorsers, guarantors or sureties, 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 any 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 of 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 of the undersigned does hereby irrevocably grant to each of the 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 first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

Signed in the presence of:

Johnelle Vacarella

Witness

Witness



Borrower

gracarella

Borrower

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all moneys due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Johnelle Vacarella

Witness

Witness



Guarantor

gracarella

Guarantor

CHARLES VACARELLA
14411 HIGHWAY 61
WILSONVILLE, AL 35186
(205)317-4454

Reference: Promissory Note Dated 01-20-13 covering property located at 140 High Crest Road, Pelham AL 35124

PAYOFF AMOUNT: \$17,500.00
GOOD THROUGH: APRIL 1, 2013

NO PER DIEM REQUIRED.

Charles Vacarella

CHARLES VACARELLA

3/26/2013

DATE



20130411000148860 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
04/11/2013 08:02:56 AM FILED/CERT

Legal Description:

Lot 3, according to the Survey of Oak Crest, Sector Three, as recorded in Map Book 38, Page 104, in the Probate Office of Shelby County, Alabama.

Together with the beneficial rights to the road for ingress, egress, and utilities pursuant to the provisions of Article IV, Roadway, Paragraph E, as set forth in that certain Declaration of Restrictive Covenants for Oakcrest Sector Two dated January 18, 1996 and recorded as Instrument No. 1996-02205 in said Probate Office.

Property Address: 140 High Crest Road, Pelham, AL 35124-2512

