

Promissory Note

Amount Owed \$25,000

Date: August 15, 2014

FOR VALUE RECEIVED, Terri Lin Gay (hereafter, "Maker"), an individual, promises to pay Bonnie Simmons, an individual (hereafter, "Holder"), at street address of 809 Burning Tree Trace, city of Alabaster state of Alabama with a zip code of 35007, or at such other place as Holder hereof may from time to time designate in writing, the principal sum of TWENTY FIVE THOUSAND DOLLARS and NO CENTS (\$25,000) with no interest. The aforementioned principal sum represents monies owed to the Holder Simmons for monetary restitution.

Monies are payable in monthly installments of FIVE HUNDRED DOLLARS and NO CENTS (\$500.00) due on or before the first (1st) day of each month until paid in full, with the first such payment to be made on or before the 1st day of September, 2014. In no event shall interest exceed the maximum amount permitted by law. Any amount collected in excess of the maximum legal rate shall be applied to reduce the principal balance.

This Promissory Note in no way constitutes any waiver or waiver of defense to any criminal proceedings in the State of Alabama. This Promissory Note in no way constitutes an admission to any form of criminal liability or any form of admission on the part of the Maker. The maker specifically invokes, retains and enjoys all rights granted under the Fifth Amendment to the United States Constitution. This Promissory Note is made as an offer of settlement and pursuant to negotiation.


This Promissory Note may, in whole or in part, be prepaid without penalty before the maturity date hereof.

Should Maker default under or otherwise breach this Promissory Note and not cure said default or breach on or before the tenth (10th) day after Holder gives Maker written notice thereof, by personal delivery or certified mailing, all principal remaining unpaid and interest accruing thereon shall, at the option of Holder, become immediately due and payable to Holder. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever is latest. No delay or failure in giving notice of said default or breach shall constitute a waiver of the right of Holder to exercise said right in the event of a subsequent or continuing default or breach. Furthermore, in the event of such default or breach, Maker promises to pay Holder all collection and/or litigation costs incurred, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in Shelby County, in the State of Alabama and shall be construed in accordance with the laws of the State of Alabama and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of Holder, be adjudicated in Shelby County, in the State of Alabama.

Executed in the presence of:

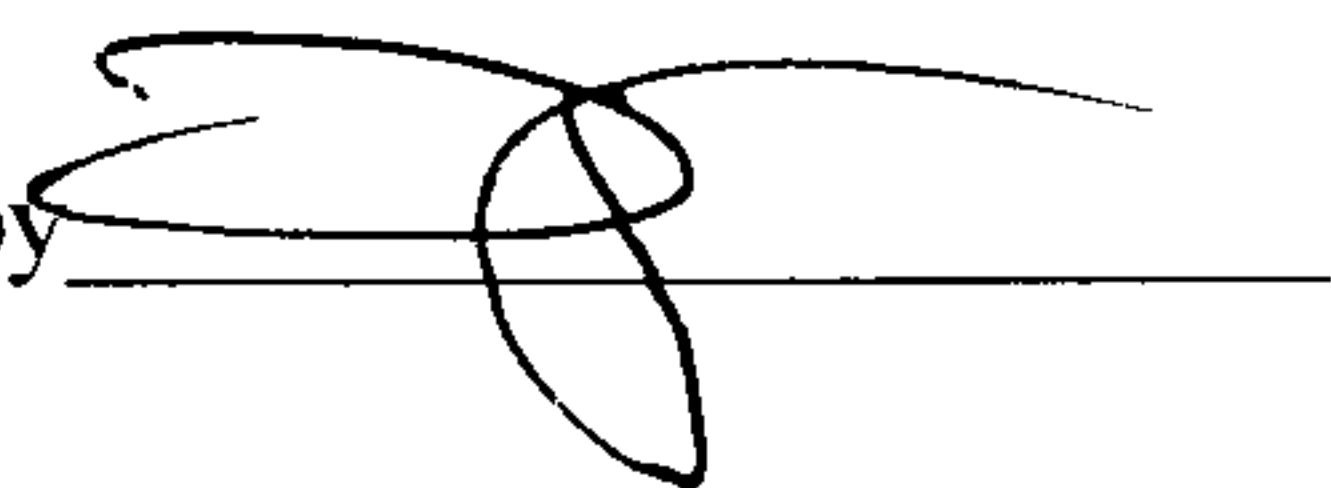
PAGE 1 OF 2


20140905000279330 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
09/05/2014 11:21:26 AM FILED/CERT

INITIALED



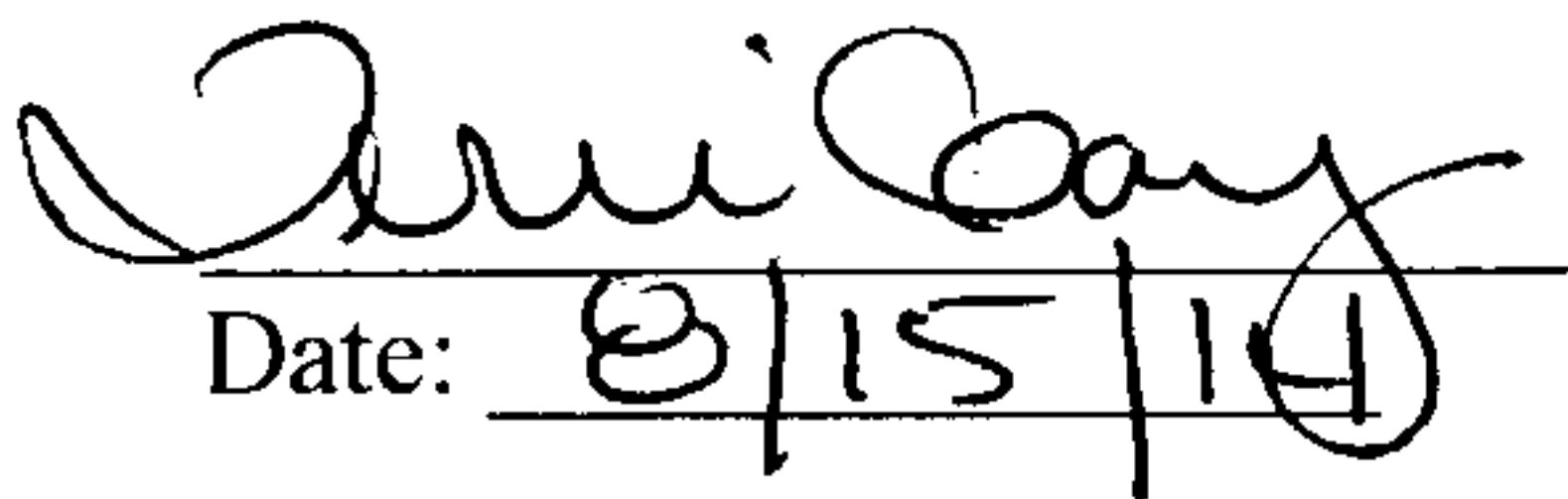
Witnessed and Prepared by



Date

8/15/14

David B. Simpson
The Simpson Law Firm, LLC
1027 23rd Street South
Birmingham, AL 35205
(205)-322-1300



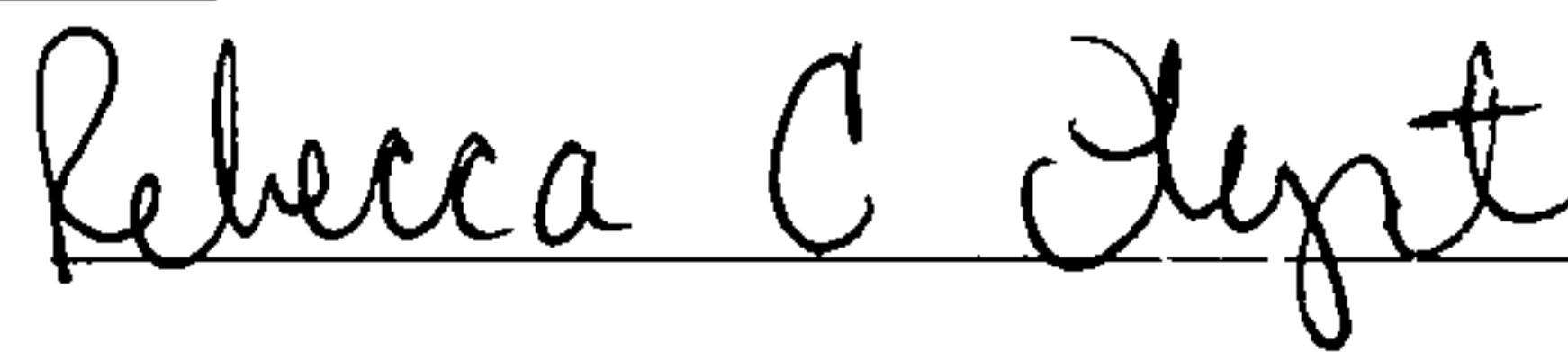
Maker

Date:

8/15/14

STATE OF ALABAMA)

GIVEN under my hand and official seal this the 15 day of August 2014.



Notary

Holder

Date:

STATE OF ALABAMA)

GIVEN under my hand and official seal this the ____ day of _____ 2014.

Notary

Remainder of Page Intentionally Left Blank

