

REAL ESTATE LIEN NOTE

DATE: 22 July 2010

MAKER: Greg Johnson / Celia Hartwell for C&G Enterprises

MAKER'S MAILING ADDRESS: 1111 Main Street, Killeen, TX 76543

PAYEE: Capital Lenders, L.L.C.

PLACE FOR PAYMENT: 1234 Anystreet
Tallahassee, Florida 32309

PRINCIPAL AMOUNT: \$50,000

ANNUAL INTEREST RATE ON UNPAID PRINCIPAL FUM DATE OF FUNDING: 12%

ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNTS: Maximum allowed by state and federal law.

TERMS OF PAYMENT:

No payments for six months. Interest shall accrue and compound until January 22, 2009, at which time the unpaid principal balance plus accrued interest, if any, will be due and payable. The note maker, however, reserves the right to renew this promissory note for six additional months by paying the accrued interest to Lender on or before January 20, 2009, and by paying two points on the outstanding principle balance. The two points may be added to the principal balance if note maker desires. If this right is exercised, interest shall accrue and compound until July 22, 2009, at which time the unpaid principal balance plus accrued interest, if any, will be due and payable.

A minimum of three (3) months' interest is due if note is paid in the first three months.

DUE ON SALE: To induce Capital Lenders, L.L.C. to make the loan herein described, the maker of the note described herein specifically agrees that the herein described property shall not be conveyed, and the lien herein described shall not be assumed by any person or other party without the prior written consent of the holder of the note described herein. Any such attempted conveyance and assumption of lien without the prior written consent of the holder of the note herein described shall, at the election of the holder of the note secured hereby, mature said note and same shall become at one due and payable and subject to foreclosure proceedings under the terms of any lien securing payment of said note. Prior to giving its consent, the holder of the note herein described must be furnished with a written application by the person or party desiring to assume the lien and indebtedness secured hereby, a credit report upon such person or party, and a service fee in an amount not in excess of one percent (1%) of the unpaid

principal balance, for services rendered by the holder of the note described herein in connection with the approval of the transfer and the giving of its consent.

SECURITY FOR PAYMENT:

This note is secured by a vendor's lien retained in a Deed from Ron R. Smith and Tabitha A. Smith to Maker, dated the 8th Day of July, 2008, and by a Deed of Trust of even date from Maker to Capital Lenders, trustee, both of which cover the following described property:

LEGAL DESCRIPTION: Lot 6, Block 4, SOUTH MEADOWS ADDITION, Copperas Cove, Coryell County, Texas as shown of record in Volume 9, Page 42, Plat Records of Coryell County, Texas.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates states above. All unpaid amounts shall be due by the final scheduled payment date.

On default in the payment of this Note or in the performance of any obligation in any instrument securing or collateral to it, the unpaid principal balance and earned interest on this Note shall become immediately due at the election of Payee. Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest.

If this Note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this Note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this Note.

Greg Johnson / Individual

Celia Hartwell for C&G Enterprises