

PROMISSORY NOTE

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: MARY SUSAN BELL (SSN: 225-75-7932)
292 DENIER ST
LAFAYETTE, LA 70506

Lender: VERMILION BANK & TRUST CO. TIN: 72-000223
P.O. BOX 348
430 N. CUSHING
KAPLAN, LA 70648

Principal Amount: \$16,030.00

Interest Rate: 9.500%

Date of Note: November 7, 1996

PROMISE TO PAY. I promise to pay to the order of VERMILION BANK & TRUST CO. ("Lender"), the sum of Sixteen Thousand Thirty & 00/100 Dollars (U.S. \$16,030.00), together with simple interest at the rate of 9.500% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on November 13, 1996 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan on demand, or if no demand is made, in 11 regular payments of U.S. \$336.36 each and one irregular last payment estimated at \$15,748.96. My first payment is due December 15, 1996, and all subsequent payments are due on the same day of each successive calendar month until this Note is paid in full. Payments include principal and amortized simple interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the rate of the annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due, and I may be required to make fewer payments under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of the payment, or U.S. \$15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ADDITIONAL INTEREST. If I default under this Note, Lender shall have the right to prospectively increase the simple interest rate under this Note to 21.000% per annum until this Note is paid in full.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. This Note is secured by: MULTIPLE INDEBTEDNESS MORTGAGE DATED JANUARY 3, 1993 FROM MARY SUSAN BELL TO VERMILION BANK & TRUST CO. Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

GOVERNING LAW. I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to the Louisiana Consumer Credit Law (La. R.S. 9:3510, et seq.).

GENERAL PROVISIONS. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

X COPY

MARY SUSAN BELL

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Simple, Fixed Rate, Balloon

EXHIBIT
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