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LION BANK & TRUST CO

Banking Corporation
BOX 349 KAPLAN, LA 70654
"Bank"
7115887 Off# 300

MARY SUSAN BELL

101 CHATEAU PLACE
LAFAYETTE, LA 705034662
81 SSN 225-76-7932
(337)-278-7391 DOB-1 08/19/1949

PROMISSORY NOTE

KAPLAN, Louisiana June 28, 2002

For value received, the undersigned, in solido, promise to pay to the order of the Bank _____ Dollars

Fifty Eight Thousand Seven Hundred Fifty and 07/100

(\$ 58,750.07) at the principal or any branch office of Bank, together with interest, according to the rate and repayment provisions, the other provisions, the security, the governing law, and the general provisions set forth below.

NOT APPLICABLE UNLESS MARKED

FIXED INTEREST RATE: The simple interest rate on this promissory note (herein "Note") is 6.250 % per annum from July 03, 2002 until paid.

VARIABLE INTEREST RATE: The simple interest rate on this Note is _____ the index rate (herein "Index Rate") marked below from _____ until paid.

The simple interest rate on this Note may vary from time to time, one or more times, based upon corresponding increases and/or decreases in the Index Rate checked below, and is adjustable _____.

The maximum interest rate shall be _____ % and the minimum interest rate shall be _____ %. The maximum adjustment of the applicable interest rate, whether an increase or decrease, shall be _____ % per _____.

The interest Index Rate on this Note is:

(1) The prime or base lending rate of _____
The prime or base lending rate is the rate of interest established by the Board of Directors or management of said bank from time to time as its prime or base rate, whether or not that rate is published, and is not necessarily the lowest rate it charges on its loans.

(2) Other (specify): _____

(3) The Index Rate currently is _____ % per annum; the initial interest rate on this Note is _____ %.

REPAYMENT PROVISIONS:

Principal and interest are repayable in 59 equal installment payments consisting of principal and interest, in the amount of \$365.00 each, commencing on August 28, 2002 and continuing monthly thereafter, and one (1) final installment payment of \$55,149.97 consisting of the full amount of the principal and all accrued interest remaining due and payable on July 16, 2007. (See with confirmation)

OTHER PROVISIONS:

INSURANCE: Credit Life Accident and health Term life Credit Dismemberment insurance issued on maker (1) maker (2) endorser (1) endorser (2) for _____ at a premium of \$ _____ is provided on a _____ decreasing _____ level term. If this Note is paid in full before maturity (except in the event that at makers', endorser's', guarantors', or sureties' death the Note may be paid by the credit life insurance company) makers, endorser's, guarantors, or sureties shall receive a rebate of _____ % of the unearned premium from credit life and/or accident and health insurance, as applicable. (provided the rebate is \$1.00 or more) computed by the _____ actuarial method Rule of 78's as of the date of prepayment. If maturity is accelerated for any reason and suit is filed, such rebate shall only be due and payable as of the date this Note is paid in full. An investigative consumer report may be made by the insurer in connection with the purchase of insurance on the consumer loan evidenced by this Note. This means an investigation may be made whereby information is obtained through personal interviews with neighbors, friends or others with whom makers, endorser's, guarantors, or sureties are acquainted. This inquiry includes information as to makers', endorser's', guarantors', or sureties' character, general reputation, personal characteristics and mode of living. Makers, endorser's, guarantors, or sureties have the right to make a written request within a reasonable period of time to receive additional, detailed information about the nature and scope of this investigation.

SECURITY

The obligations evidenced by this Note are secured by the security interest granted in each security agreement, and by each existing collateral pledge, and by each existing security right executed in favor of Bank as security for obligations of the undersigned, unless limited therein. Except for IRA, tax-deferred, and fiduciary deposit accounts, the undersigned hereby grant Bank a continuing security interest in all deposit accounts and certificates of deposit, now owned or hereafter acquired, deposit account(s) and certificate(s) of deposit numbered _____

and a right of offset in all deposit accounts to secure the obligations evidenced by this Note and, except as prohibited by the Truth in Lending Act and Regulation Z, any other obligations in favor of Bank. If future obligations are evidenced by this Note, they are secured by existing security rights unless limited therein.

GOVERNING LAW

This Note shall be governed by the law and terms below (the "Governing Law"):
RMLA: This Note is made to be contractually governed by the Louisiana Residential Mortgage Lending Act, LSA-R.S. 6:1081 et. seq., as revised from time to time (the "RMLA"), as well as the laws of the United States of America, as applicable. The term "continuing monthly" as described above in the repayment provisions section of this note shall mean that, in addition to the initial payment, borrower(s) must make payments on the same date of each calendar month thereafter. Payments made after such date shall be considered late or not timely paid. In the event payment on this Note or any installment of principal or interest becomes delinquent without notice or demand whatsoever, Borrower shall be assessed a penalty of 5% of the payment which was not timely paid. In the event this note is prepaid in the first five years of its term the following prepayment penalty will apply: (i) 5% of the unpaid principal balance of the loan if prepaid in the first year of its term; (ii) 4% of the unpaid principal balance of the loan if prepaid in the second year of its term; (iii) 3% of the unpaid principal balance of the loan if prepaid in the third year of its term; (iv) 2% of the unpaid principal balance of the loan if prepaid in the fourth year of its term; and (v) 1% of the unpaid principal balance of the loan if prepaid in the fifth year of its term. In the event payment made on this Note by check is returned unpaid due to nonsufficient funds in Borrower's deposit account, Borrower agrees to pay an additional charge equal to the greater of: (i) 5% of the amount of the dishonored check; or (ii) \$25.00, whichever is greater. Borrower shall likewise be responsible for paying all charges, fees and expenses as contained in other loan documents signed of even date herewith, all in accordance with the RMLA.

DEFAULT

This Note shall immediately become due and payable at Bank's option without demand, notice or putting in default if the makers, endorser's, guarantors, or sureties, or any of them should: 1) fail to pay or perform any obligation of this Note or any other obligation in favor of Bank, 2) violate any federal or state environmental law or regulation, 3) fail to perform any covenant of any collateral mortgage note, collateral mortgage, collateral chattel mortgage, multiple obligations mortgage, security agreement, pledge, assignment of accounts receivable, or any other agreement given to secure the payment of this Note or any other obligation in favor of Bank, 4) die, 5) disavow, liquidate or terminate existence, 6) become insolvent, 7) be unable to pay debts as they mature, 8) suspend business, 9) engage in a replein, 10) engage in an assignment for the benefit of creditors, 11) be the subject of a receivership, 12) be convicted of a crime other than a traffic violation, 13) allow his property to become subject to any tax lien or be sold by local, state or federal taxing authorities, 14) conceal, remove, transfer or permit to be concealed, removed, or transferred any of his property with intent to hinder, delay, or defraud any creditors, 15) transfer any of his property to any creditor on account of an antecedent debt while insolvent if such transfer has the effect of preferring that creditor over other creditors, 16) file or have filed against him a petition for an order for relief under the Bankruptcy Code, 17) fail to pay the Note in full in the event of negative amortization, 18) allow any of his property to be seized by any federal or state drug or other law enforcement authorities, or 19) be the subject of a judgment. The undersigned each hereby waives presentment for payment, demand, notice of dishonor and protest, and consent that the time of payment may be extended one or more times without notice thereof. In the event the debt under this Note is referred to an attorney for collection, Borrower shall pay all costs of collection in accordance with the Governing Law and all attorney fees incurred by Bank not in excess of 25% of the unpaid debt after default.

OTHER:

MULTIPLE INDEBTEDNESS MORTGAGE DATED MAY 9, 1997, RECORDED MAY 12, 1997 IN THE RECORDS OF LAFAYETTE PARISH LOUISIANA UNDER MORTGAGE ENTRY NO. 97-15882. The purpose of this loan is HOME IMPROVEMENT & INVESTMENT. Interest will accrue on an Actual Day/365 Basis.

Endorser _____ Maker MARY SUSAN BELL

Endorser _____ Maker

Endorser _____ Maker

Endorser _____ Maker



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