

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 15)\*

Capital City Bank Group, Inc.  
(Name of Issuer)

Common Stock, \$.01 Par Value  
(Title of Class of Securities)

13974105  
(CUSIP Number)

J. Kimbrough Davis, P.O. Box 11248, Tallahassee, FL (904) 671-0610  
(Name, Address and Telephone Number of Person Authorized to Receive Notices  
and Communications)

April 30, 1996  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report  
the acquisition which is the subject of this Schedule 13D, and is filing this  
schedule because of Rule 13d-1(b)(3) or (4), check the following ( ).

Check the following if a fee is being paid with the statement ( ). (A fee is  
not required only if the reporting person: (1) has a previous statement on file  
reporting beneficial ownership of more than five percent of the class of  
securities described in Item 1; and (2) has filed no amendment subsequent  
thereto reporting beneficial ownership of five percent or less of such  
class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed  
with the Commission. See Rule 13d-1(a) for other parties to whom copies are to  
be sent.

\*The remainder of this cover page shall be filled out for a reporting person's  
initial filing on this form with respect to the subject class of securities, and  
for any subsequent amendment containing information which would alter  
disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed  
to be "filed" for the purpose of Section 18 of the Securities Exchange Act of  
1934 ("Act") or otherwise subject to the liabilities of that section of the act  
but shall be subject to all other provisions of the Act (however, see the  
Notes).

SCHEDULE 13D Cusip Number: 13974105

1 NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Robert Hill Smith

2 CHECK THE APPROPRIATE AREA IF A MEMBER OF A GROUP\*

(a)  
(b)

N/A

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS  
2(d) or 2(e)

N/A

6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S.A.

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7 SOLE VOTING POWER

262,966

8 SHARED VOTING POWER

201,512

9 SOLE DISPOSITIVE POWER

262,966

10 SHARES DISPOSITIVE POWER

201,512

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

262,966

12 CHECK AREA IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*  
(x)

8,124

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

16.2%

14 TYPE OF REPORTING PERSON\*

This Amendment 15 to Form 13D is being filed to report:

- 1) my receipt of 25,169 shares from the Smith Brothers Trust on 4/30/96
- 2) my receipt of 579 shares as a gift on 12/15/95
- 3) my wife's receipt of 579 shares as a gift on 12/15/95
- 4) my minor son's receipt of 579 shares as a gift on 12/15/95
- 5) my minor daughter's receipt of 579 shares as a gift on 12/15/95
- 6) the purchase by 2 S Partnership of 5,000 shares on 12/7/94

This Amendment amends Form 13D in its entirety.

Item 1. Security and Issuer

Common stock, \$.01 par value, Capital City Bank Group, Inc., 217 North Monroe Street, Tallahassee, Florida 32301

Item 2. Identity and Background

- a. This statement is being filed by Mr. Robert Hill Smith
- b. P.O. Box 11248, Tallahassee, Florida 32302
- c. Vice President of Capital City Bank Group, Inc., 217 North Monroe Street, Tallahassee, Florida 32301
- d. Not applicable
- e. Not applicable
- f. U.S.A.

Item 3. Source and Amount of Funds or Other Conditions

On January 1, 1984, Capital City Bank Group, Inc. ("CCBG") acquired six banks in which 100% of the common stock of each bank was exchanged for all of the outstanding common stock of CCBG. The common stock owned by Robert Hill Smith on January 1, 1984 represents the "originally issued" shares which were issued pursuant to a stock-for-stock exchange in which 669 shares of Capital City First National Bank, 3,167 shares of Capital City Second National Bank, 2,325 shares of Industrial National Bank, 9,685 shares of City National Bank, 18 shares of Havana State Bank and 7,175 shares of First National Bank of Jefferson County were exchanged for 120,668 shares of CCBG common

stock for the period January 1, 1984 through the date of this report.

Date	Purchase(P)/ Sale(S)	Number of Shares	Percentage of Ownership	Price Per Share	Source of Funds
------	-------------------------	---------------------	----------------------------	--------------------	--------------------

1/1/84	Originally Issued	120,668		4.22%	N/A	Exchange of Shares as set forth above
4/16/84	P	486	*	\$9.00		Personal Funds
10/11/84	P	2,000	*	Gift from father		N/A
12/29/86	P	12,500	*	\$15.00		Bank Debt
12/31/86	P	1,330	*	Gift from father		N/A
5/29/87	P	1,330	*	" "		N/A
7/27/87	P	17,700	*	" "		N/A
10/6/87	P	20,000	*	Gift from mother		N/A
2/19/88	P	53	*	\$20.00		Personal Funds
12/8/88	P	21,753	*	Distribution from grandmother's trust		N/A
12/30/88	P	226	*	Gift from father		N/A
6/9/89	P	714	*	" "		N/A
7/6/89	P	1,000	*	\$28.00		Personal Funds
7/6/89	S	(1,000)	*	Gifts to relatives		N/A
10/12/89	P	401	*	Gift from brother		N/A
12/28/90	P	790	*	Gift from father		N/A
12/17/91	P	833	*	" "		N/A
12/24/91	S	(833)	*	Gift to son		N/A
7/10/92	P	833	*	Gift from father		N/A
12/18/92	P	13,636	*	" "		N/A
1/15/93	P	833	*	" "		N/A
8/31/94	P	717	*	" "		N/A
12/15/95	P	579	*	Gift from father and mother		N/A
4/30/96	P	25,169	*	N/A		Distribution from Smith Bros. Trust
TOTAL		241,718		8.44%		

Page 4 of 16

Date	Purchase(P) / Sale(S)	Number of Shares	Percentage of Ownership	Price Per Share	Source of Funds
Virginia Wilson Smith (wife)					
7/16/87	P	1,330	*	Gift from father-in-law	N/A
6/9/89	P	714	*	" "	N/A
7/6/89	P	995	*	Gift from husband	N/A
12/28/90	P	790		Gift from father-in-law	N/A

12/17/91	P	833	*	" "	N/A
5/29/92	P	500	*	Gift from mother-in-law	N/A
7/10/92	P	833	*	Gift from father-in-law	N/A
1/15/93	P	833	*	" "	N/A
8/31/94	P	717	*	" "	N/A
12/15/95	P	579	*	Gifts from relatives	N/A
TOTAL		8,124	*		

Robert Hill Smith as Custodian of Virginia Austin Smith (minor daughter)

5/29/87	P	1,330	*	Gift from grandfather	N/A
4/7/88	P	897	*	" "	N/A
8/19/88	P	93	*	" "	N/A
6/9/89	P	714	*	" "	N/A
7/6/89	P	5	*	Gift from father	N/A
12/28/90	P	790	*	Gift from grandfather	N/A
12/17/91	P	833	*	" "	N/A
7/10/92	P	833	*	" "	N/A
1/15/93	P	1,833	*	" "	N/A
8/31/94	P	2,717	*	" "	N/A
12/15/95	P	579	*	Gift from grandfather and grandmother	N/A
TOTAL		10,624	*		

DATE	Purchase (P) / Sale (S)	Number of Shares	Percentage of Ownership	Price Per Share	Source of Funds
------	----------------------------	---------------------	----------------------------	--------------------	-----------------

Robert Hill Smith as Custodian of Warren Hamilton Smith (minor son)

12/28/90	P	790	*	Gift from grandfather	N/A
12/17/91	P	833	*	" "	N/A
12/24/91	P	833	*	Gift from father	N/A
Page 5 of 16					
7/10/92	P	833	*	Gift from grandfather	N/A
7/10/92	P	2,206	*	" "	N/A
1/15/93	P	1,833	*	" "	N/A
8/31/94	P	2,717	*	" "	N/A
12/15/95	P	579	*	Gift from grandfather and grandmother	N/A
TOTAL		10,624	*		

The William Godfrey Smith Trust

8/9/89	P	90,000	3.14%	Establishment of Trust	Transfer from directly owned shares of William Godfrey Smith
TOTAL		90,000	3.14%		

7/10/92	P	2,512	*	Gift from relative	N/A
12/29/93	P	20,000	*	\$24.00	Borrowed Funds
6/1/93	P	80,000	2.79%	Gift from relative	N/A
10/3/94	P	4,000	*	\$29.00	Borrowed Funds
12/7/94	P	5,000	*	\$29.00	Borrowed Funds
TOTAL		111,512	3.90%		
* Less than 1%					

In December 1986, Mr. Smith borrowed \$400,000 from Trust Company Bank, Atlanta, Georgia to purchase 12,500 shares of Capital City Bank Group, Inc. Common Stock and to consolidate previous debts. The debt carries an interest rate of prime plus one half percent and is secured with 50,000 shares of Capital City Bank Group, Inc., Common Stock.

In December 1993, the 2S Partnership borrowed \$480,000 from Trust Company Bank, Atlanta, Georgia, to purchase 20,000 shares of Capital City Bank Group, Inc. Common Stock. The debt carries an interest rate of prime and is secured with 22,512 shares of Capital City Bank Group, Inc. Common Stock. As of the date hereof, approximately \$439,727 in principal and interest remains outstanding on this loan.

In September 1994, the 2S Partnership borrowed \$116,000 from Trust Company Bank, Atlanta, Georgia, to purchase 4,000 shares of Capital City Bank Group, Inc. Common Stock. The debt carries an interest rate of prime and is secured by 10,000 shares of Capital City Bank Group, Inc. Common Stock.

Page 6 of 16

In November 1994, the 2S Partnership borrowed \$145,000 from Trust Company Bank, Atlanta, Georgia, to purchase \$5,000 shares of Capital City Bank Group, Inc. Common Stock. The debt carries an interest rate of prime and is secured by 10,000 shares of Capital City Bank Group, Inc. Common Stock. The September 1994 and November 1994 Trust Company Bank loans were renewed in a single note dated December 29, 1995, in the amount of \$261,000 and secured by 20,000 shares of Capital City Bank Group, Inc. Common Stock. As of the date hereof, the aggregate amount of principal and interest on the renewed 2 S Partnership loan is approximately \$250,000.

#### Item 4. Purpose of Transaction

The shares received in exchange for other securities or purchased by Mr. Smith were acquired for investment purposes.

(a.) - (j.) Not applicable

#### Item 5. Interest in Securities of Issuer

	Number of Shares	Percentage Ownership
a. Robert Hill Smith	241,718	8.44%
Virginia Wilson Smith (wife)	8,124	*
Robert Hill Smith as Custodian for Virginia Austin Smith (Minor Daughter)	10,624	*
Robert Hill Smith as Custodian for Warren Hamilton Smith (Minor Son)	10,624	*
The William Godfrey Smith Trust	90,000	3.14
2 S Partnership	111,512	3.90
TOTAL	472,602	16.51%
* Less than 1%.		

Under the definition of "beneficial ownership" in Section 13d-4 of the Securities Exchange Act of 1934 and the Rules and Regulations promulgated thereunder, Mr. Smith may be deemed to be a beneficial owner of 8,124 shares held by his wife, Virginia Wilson Smith. Neither the filing of this statement nor any of its contents shall be deemed to be an admission that Mr. Robert Hill Smith is the beneficial owner of stock held by his wife.

b. Mr. Smith has sole voting and investment power with respect to 262,966 shares, and shares voting power with respect to 90,000 shares in the William Godfrey Smith Trust and 111,512 shares in 2 S Partnership with William G. Smith, Jr., Executive Vice President, Capital City Bank Group, Inc., 217 N. Monroe Street, Tallahassee, Florida 32301. He has no voting or investment power with respect to the 8,124 shares held by his wife. Mr. Smith disclaims beneficial ownership of the 8,124 shares held by his wife.

c. See Table in Item 3 above.

Page 7 of 16

d. Not applicable

e. Not applicable

Item 6. Contracts, Arrangements, Understandings or Relationships  
with Respect to Securities of the Issuers

Not applicable.

Item 7. Material to be Filed as Exhibits

1) The Note and Security Agreement for the \$400,000 Trust Company Bank loan described in Item 3 are attached hereto as Exhibit A. This Exhibit begins on page 10 of this Amendment.

2) The Note and Security Agreement for the December 1993 2 S Partnership loan described in Item 3 are attached hereto as Exhibit B. This Exhibit begins on page 12 of this Amendment.

3) As disclosed in Item 3, the September 1994 and November 1994 loans were renewed in a single note dated December 29, 1995, in the amount of \$261,000 and secured by 20,000 shares of Capital City Bank Group, Inc. Common Stock. The Note and Security Agreement for the December 1995 2 S Partnership renewal loan are attached hereto as Exhibit C. This Exhibit begins on page 15 of this Amendment.

Page 8 of 16

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 2, 1996

/s/ Robert Hill Smith  
Robert Hill Smith

Page 9 of 16

EXHIBIT A

TRUST COMPANY BANK  
One Park Place, N.E.  
Atlanta, Georgia 30303

MASTER SINGLE PAYMENT NOTE  
(Nondisclosure)  
[STAMP: Copy]  
Date:

\_\_\_\_\_ days after date, the obligor promises to pay to the order of Bank the principal sum of \$400,000.00 or so much thereof as may be from time to time disbursed hereunder. The obligor will also pay interest from date until maturity at the Note Rate specified below. Interest payments will be due on Quarterly beginning April 1, 1987 and upon maturity. Should the obligor fail for any reason to pay this note in full on the maturity date or on the date of acceleration of payment, the obligor further promises to pay interest on the unpaid amount from such date until the date of final payment at a Default Rate equal to the Note Rate plus 4%. Should legal action or an attorney at law be utilized to collect any amount due hereunder, the obligor further promises to pay all costs of collection, including 15% of such unpaid amount as attorney's fees. All amounts due hereunder may be paid at any office of Bank.

The Note Rate hereon shall be the Prime Rate of Bank from time to time in effect, plus one-half of one percent. The Note Rate shall change on each day Bank changes its Prime Rate.

If not stated above, the Note Rate in effect on the date this note is executed is 8.0%.

The amount of interest accruing and payable hereunder shall be calculated by multiplying the principal balance outstanding each day by 1/360th of the Note Rate on such day and adding together the daily interest amounts.

As security for the payment of this and any other liability of any obligor to the holder, direct or contingent, irrespective of the nature of such liability or the time it arises, each obligor hereby grants a security interest to the holder in all property of such obligor in or coming into the possession, control or custody of the holder, or in which the holder has or hereafter acquires a lien, security interest, or other right. Upon default, holder may, without notice, immediately take possession of and then sell or otherwise dispose of the collateral, signing any necessary documents as obligor's attorney in fact, and apply the proceeds against any liability of obligor to holder. Upon demand, each obligor will furnish such additional collateral and execute any appropriate documents related thereto, deemed necessary by this holder for its security. Each obligor further authorizes the holder, without notice, to set-off any deposit or account and apply any indebtedness due or to become due from the holder to the obligor in satisfaction of any liability described in this paragraph, whether or not matured. The holder may, without notice, transfer or register any property constituting security for this note into its or its nominee name with or without any indication of its security interest therein.

This note shall immediately mature and become due and payable without notice or demand, upon the filing of any petition or the commencement of any proceeding by any obligor for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension of debt. Furthermore, this note shall, at the option of the holder, immediately mature and become due and payable, without notice or demand, upon the happening of any one or more of the following events: (1) nonpayment on the due date of any amount due hereunder; (2) failure of any obligor to perform any other obligation to the holder; (3) failure of any obligor to pay when due any amount owed another creditor under a written agreement calling for the payment of money; (4) the death or declaration of incompetence of any obligor; (5) a reasonable belief on the part of the holder that any obligor is unable to pay his obligations when due or is otherwise insolvent; (6) the filing of any petition or the commencement of any proceeding against any obligor for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension of debt, which petition or proceeding is not dismissed within 60 days of the date of filing thereof; (7) the suspension of the transaction of the usual business of any obligor, or the dissolution, liquidation or transfer to another party of a significant portion of the assets of any obligor; (8) a reasonable belief on the part of the holder that any obligor has made a false representation or warranty in connection with any loan by or other transaction with any lender, lessor or other creditor; (9) the issuance or filing of any levy, attachment, garnishment, or lien against the property of any obligor or which is not discharged within 15 days; (10) the failure of any obligor to satisfy immediately any final judgment, penalty or fine imposed by a court or administrative agency of any government; (11) failure of any obligor, after demand, to furnish financial information or to permit inspection of any books or records; (12) any other act or circumstance leading the holder to deem itself insecure.

The failure of forbearance of the holder to exercise any right hereunder, or otherwise granted by law or another agreement shall not affect or release the liability of any obligor, and shall not constitute a waiver of such right unless so stated by the holder in writing. The holder may enforce its rights against any obligor or any property securing this note without enforcing its rights against any other obligor, property, or indebtedness due or to become due to any obligor. Each obligor agrees that the holder shall have no responsibility for the collection or protection of any property securing this note, and expressly consents that the holder may from time to time, without notice, extend the time for payment of this note, or any part thereof, waive its rights with respect to any property or indebtedness, and release any other obligor from liability, without releasing such obligor from any liability to the holder. This note is

governed by Georgia law.

The term "obligor" means any party or other person signing this note, whether as maker, endorser or otherwise. The term "Prime Rate", if used herein, shall mean that rate of interest designated by Bank from time to time as its Prime Rate. Each obligor agrees to be both jointly and severally liable hereon. The term "holder" means Bank and any subsequent transferee hereof.

PRESENTMENT AND NOTICE OF DISHONOR ARE HEREBY WAIVED BY EACH OBLIGOR.

Address: P.O. Box 900, Tallahassee, Florida 32302

Address:

Credit to:

Maturity Date: December 31, 1987

Name: /s/ Robert H. Smith

Name:

Account Number:

Renewal:

Increase: \$

Reduction: \$

Initials:

Page 10 of 16

TRUST COMPANY BANK

Loan Operations Department

P.O. Box 4418

Atlanta, Georgia 30302

Name and Address: Robert Hill Smith, First National Bank, P.O. Box 900,  
Tallahassee, Florida 32302

Amount	Description
5,000 - #603 -	Capital City Bank Group, Inc.
5,000 - #604 -	Capital City Bank Group, Inc.
5,000 - #605 -	Capital City Bank Group, Inc.
5,000 - #606 -	Capital City Bank Group, Inc.
5,000 - #607 -	Capital City Bank Group, Inc.
5,000 - #608 -	Capital City Bank Group, Inc.
5,000 - #609 -	Capital City Bank Group, Inc.
5,000 - #610 -	Capital City Bank Group, Inc.
5,000 - #611 -	Capital City Bank Group, Inc.
5,000 - #612 -	Capital City Bank Group, Inc.

SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned (hereinafter individually and collectively referred to as "Borrower") hereby sells, assigns and transfers to TRUST COMPANY BANK (hereinafter referred to as "Bank"), the securities and instruments identified hereon, all rights accruing to Borrower in connection with the ownership thereof, together with all interest, dividends, distributions thereon, and substitutions therefore, and all securities, instruments and other property at any time and from time to time purchased with any proceeds thereof, and the proceeds of all of the foregoing (all the aforementioned property hereinafter referred to as the "collateral") to secure all existing and future obligations and indebtedness of Borrower, or any one or more of them, to Bank, whether individually or jointly with others, and whether direct or indirect, as maker, endorser, guarantor, surety or otherwise, including 15% of all such obligations and indebtedness as attorney's fees if collected by or through an attorney at law.

The Bank may at any time transfer and re-register said collateral into its name or the name of its nominee, but failure to do shall not be interpreted to be a waiver of any interest, dividends or distributions thereon or of any rights accruing to Borrower in connection with the ownership of the collateral.

Should default occur in the payment of principal or interest on an indebtedness hereby secured when due, or under any note or loan agreement evidencing any such indebtedness, or should Bank deem itself insecure, then in any such event Bank may at its option, without notice or demand of any kind, sell or redeem (irrespective of redemption penalty) said collateral or any part thereof, or exercise any other remedy of a secured party under the Uniform Commercial Code. The rights and remedies granted herein are in addition to and not in lieu of any additional remedies given in any note or other written document evidencing any obligations or indebtedness of Borrower, or any one or more of them, to the Bank.

Bank shall have no obligation or duty to collect or to present any of the collateral for payment, redemption or conversion to another class or type of security or to exercise any other right whatsoever with respect to the collateral except pursuant to written instructions from Borrower. Borrower



agrees that Borrower will direct Bank as to specific action to take in the event the issuer of any security or any other person takes action which will give the owner of the collateral any choice to make with respect thereto. In the event Borrower fails to direct Bank as above provided in time to give Bank a reasonable time to act thereon, the Borrower will have and make no claim against Bank's action or inaction.

The singular of all words used herein shall be deemed to include the plural.

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Given under hand and seal on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

/s/ Robert Hill Smith (SEAL)

Page 11 of 16

#### EXHIBIT B

##### TERM NOTE

THE BANK REFERRED TO IN THIS NOTE IS:

TRUST COMPANY BANK

Center Code: 121

One Park Place, N.E.

Atlanta, Georgia 30303

Date: December 31, 1993

The obligor promises to pay to the order of Bank the principal sum of \$480,000.00. The obligor will also pay interest from date until maturity at the Note Rate specified below. Should the obligor fail for any reason to pay this note in full on the maturity date or on the date of acceleration of payment, the obligor further promises to pay interest on the unpaid amount from such date until the date of final payment at a Default Rate equal to the Note Rate plus 4%. Should legal action or an attorney at law be utilized to collect any amount due hereunder, the obligor further promises to pay all costs of collection, including 15% of such unpaid amount as attorney's fees. All amounts due hereunder may be paid at any office of the Bank.

The Note Rate hereon shall be the prime rate of Bank from time to time in effect. The note rate shall change on each day the Bank changes its prime rate.

If not stated above, the Note Rate in effect on the date this note is executed is 6.00%.

The amount of interest accruing and payable hereunder shall be calculated by multiplying the principal balance outstanding each day by 1/360th of the Note Rate on such day and adding together the daily interest amounts.

The principal and interest hereunder shall be payable as follows: Principal and Interest shall be payable in six consecutive equal annual payments of \$75,000.00 each on December 31, 1994, December 31, 1995, December 31, 1996, December 31, 1997, December 31, 1998 and December 31, 1999. The remaining balance of principal and interest shall be due and payable on December 31, 2001.

All payments of principal and interest shall be applied first to accrued but unpaid interest with the remainder, if any, to principal.

If any payment of principal or interest provided for herein remains wholly or partially unpaid for more than fifteen (15) days after such payment was due and payable, then obligor agrees to pay a late fee of five percent (5%) of such payment, not to exceed the sum of fifty dollars (\$50.00).

As security for the payment of this and any other liability of any obligor to the holder, direct or contingent, irrespective of the nature of such liability or the time it arises, each obligor hereby grants a security interest to the holder in all property of such obligor in or coming into the possession, control or custody of the holder, or in which the holder has or hereafter acquires a lien, security interest, or other right. Upon default, holder may, without notice, immediately take possession of and then sell or otherwise dispose of the collateral, signing any necessary documents as obligor's attorney in fact, and apply the proceeds against any liability of obligor to holder. Upon demand, each obligor will furnish such additional collateral and execute any appropriate documents related thereto, deemed necessary by the holder for its security. Each obligor further authorizes the holder, without notice, to set-off any deposit or account and apply any indebtedness due or to become due from the holder to the obligor in satisfaction of any liability described in this paragraph, whether or not matured. The holder may, without notice, transfer or register any property constituting security for this note into its or its nominee's name with or without any indication of its security interest therein.

This note shall immediately mature and become due and payable, without notice or demand, upon the filing of any petition or the commencement of any proceeding by any Debtor for relief, under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt. Furthermore, this note shall, at the option

of the holder, immediately mature and become due and payable, without notice or demand, upon the happening of any one or more of the following events: (1) nonpayment on the due date of any amount due hereunder; (2) failure of any Debtor to perform any other obligation to the holder; (3) failure of any Debtor to pay when due any amount owed another creditor under a written agreement calling for the payment of money; (4) the death or declaration of incompetence of any Debtor; (5) a reasonable belief on the part of the holder that any Debtor is unable to pay his obligations when due or is otherwise insolvent; (6) the filing of any petition or the commencement of any proceeding against any Debtor for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension of debt which petition or proceeding is not dismissed within 60 days of the date of filing thereof; (7) the suspension of the transaction of the usual business of any Debtor, or the dissolution, liquidation or transfer to another party of a significant portion of the assets of any Debtor; (8) a reasonable belief on the part of the holder that any Debtor has made a false representation or warranty in connection with any loan by or other transaction with any lender, lessor or other creditor; (9) the issuance or filing of any levy, attachment, garnishment or lien against the property of any Debtor which is not discharged within 15 days; (10) the failure of any Debtor to satisfy immediately any final judgment, penalty or fine imposed by a court or administrative agency of any government; (11) failure of any Debtor, after demand, to furnish financial information or to permit inspection of any books or records; (12) any other act or circumstance leading the holder to deem itself insecure.

The failure or forbearance of the holder to exercise any right hereunder, or otherwise granted by law or another agreement, shall not affect or release the liability of any obligor, and shall not constitute a waiver of such right unless so stated by the holder in writing. The holder may enforce its rights against any Debtor or any property securing this note without enforcing its rights against any other Debtor, property, or indebtedness due or to become due to any Debtor. Each obligor agrees that the holder shall have no responsibility for the collection or protection of any property securing this note, and expressly consents that the holder may from time to time, without notice, extend the time for payment of this note, or any part thereof, waive its rights with respect to any property or indebtedness, and release any other Debtor from liability, without releasing such obligor from any liability to the holder. This note is governed by Georgia law.

The term "obligor" means any party or other person signing this note, whether as maker, endorser or otherwise. The term "Prime Rate," if used herein, shall mean that rate of interest designated by Bank from time to time as its "Prime Rate," which rate is not necessarily the Bank's best rate. Each obligor agrees to be both jointly and severally liable hereon. The term "holder" means Bank and any subsequent transferee or endorsee hereof. The term "Debtor" means any obligor or any guarantor of this note.

PRESENTMENT AND NOTICE OF DISHONOR ARE HEREBY WAIVED BY EACH OBLIGOR.

Address: Post Office Box 900, Tallahassee, Florida 32302

Name: 2 S Partnership

Name:

By: /s/ Robert H. Smith, General Partner

Credit To:

Treasurer Check Number:

Center Code: 121

Account Number:

Renewal:

Increase: \$

Reduction: \$

Officer Name: E. T. Summers

Office Number: 134

Page 12 of 16

TRUST COMPANY BANK

Center Code: 039

Loan Operations Department

P.O. Box 4418

Atlanta, Georgia 30302

No.: 53237

Name and Address: 2 S Partnership, P.O. Box 900, Tallahassee, Florida 32302-0900

Amount: 20,000 Shs.

Description: Capital City Bank Group, Incorporated, Florida, Capital Stock, RNO 2 S Partnership, CTF. # 002540.

Receipt of the Collateral listed above is hereby acknowledged

TRUST COMPANY BANK

By: /s/ Susan C. Pelch

Center Code: 121

Date: 1/19/94

[STAMP: Owner's Receipt for Collateral Deposited]

SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned (hereinafter individually and collectively referred to as "Borrower") hereby sells, assigns and transfers to TRUST COMPANY BANK (hereinafter referred to as "Bank"), the securities and instruments identified hereon, all rights accruing to Borrower in connection with the ownership thereof, together with all interest, dividends, distributions thereon, and substitutions therefor, and all securities, instruments and other property at any time and from time to time purchased with any proceeds thereof, and the proceeds of all of the foregoing (all the aforementioned property hereinafter referred to as the "collateral") to secure all existing and future obligations and indebtedness of Borrower, or any one or more of them, to Bank, whether individually or jointly with others, and whether direct or indirect, as maker, endorser, guarantor, surety or otherwise, including 15% of all such obligations and indebtedness as attorney's fees if collected by or through an attorney at law.

The Bank may at any time transfer and re-register said collateral into its name or the name of its nominee, but failure to do shall not be interpreted to be a waiver of any interest, dividends or distributions thereon or of any rights accruing to Borrower in connection with the ownership of the collateral.

Should default occur in the payment of principal or interest on an indebtedness hereby secured when due, or under any note or loan agreement evidencing any such indebtedness, or should Bank deem itself insecure, then in any such event Bank may at its option, without notice or demand of any kind, sell or redeem (irrespective of redemption penalty) said collateral or any part thereof, or exercise any other remedy or a secured party under the Uniform Commercial Code. The rights and remedies granted herein are in addition to and not in lieu of any additional remedies given in any note or other written document evidencing any obligations or indebtedness of Borrower, or any one or more of them, to the Bank.

Bank shall have no obligation of duty to collect or to present any of the collateral for payment, redemption or conversion to another class or type of security or to exercise any other right whatsoever with respect to the collateral except pursuant to written instructions from Borrower. Borrower agrees that Borrower will direct Bank as to specific action to take in the event the issuer of any security or any other person takes action which will give the owner of the collateral any choice to make with respect thereto. In the event Borrower fails to direct Bank as above provided in time to give Bank a reasonable time to act thereon, the Borrower will have and make no claim against Bank's action or inaction.

The singular of all words used herein shall be deemed to include the plural.

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Given under hand and seal on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(SEAL)

(SEAL)

Page 13 of 16

TRUST COMPANY BANK  
Center Code: 039  
Loan Operations Department  
P.O. Box 4418  
Atlanta, Georgia 30302

No.: 40479  
Name and Address: 2 S Partnership, P.O. Box 900, Tallahassee, Florida 32302  
Amount: 2,512 Shs.  
Description: Capital City Bank Group, Inc., Capital Stock, RNO 2 S Partnership, CTF. # 002352.

Receipt of the Collateral listed above is hereby acknowledged

TRUST COMPANY BANK

By: /s/

Signature of Loan Officer:

Center Code: 121

Date: 9/24/93

[STAMP: Owner's Receipt for Collateral Deposited]

SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned (hereinafter individually and collectively referred to as "Borrower") hereby sells, assigns and transfers to TRUST COMPANY BANK (hereinafter referred to as "Bank") the securities and instruments identified hereon, all rights accruing to Borrower in connection with the ownership thereof, together with all interest, dividends, distributions thereon, and substitutions therefor, and all securities, instruments and other property at any time and from time to time purchased with any proceeds thereof, and the proceeds of all of the foregoing (all the aforementioned property hereinafter

referred to as the "collateral") to secure all existing and future obligations and indebtedness of Borrower, or any one or more of them, to Bank, whether individually or jointly with others, and whether direct or indirect, as maker, endorser, guarantor, surety or otherwise, including 15% of all such obligations and indebtedness as attorney's fees if collected by or through an attorney at law.

The Bank may at any time transfer and re-register said collateral into its name or the name of its nominee, but failure to do shall not be interpreted to be a waiver of any interest, dividends or distributions thereon or of any rights accruing to Borrower in connection with the ownership of the collateral.

Should default occur in the payment of principal or interest on an indebtedness hereby secured when due, or under any note or loan agreement evidencing any such indebtedness, or should Bank deem itself insecure, then in any such event Bank may at its option, without notice or demand of any kind, sell or redeem (irrespective of redemption penalty) said collateral or any part thereof, or exercise any other remedy or a secured party under the Uniform Commercial Code. The rights and remedies granted herein are in addition to and not in lieu of any additional remedies given in any note or other written document evidencing any obligations or indebtedness of Borrower, or any one or more of them, to the Bank.

Bank shall have no obligation of duty to collect or to present any of the collateral for payment, redemption or conversion to another class or type of security or to exercise any other right whatsoever with respect to the collateral except pursuant to written instructions from Borrower. Borrower agrees that Borrower will direct Bank as to specific action to take in the event the issuer of any security or any other person takes action which will give the owner of the collateral any choice to make with respect thereto. In the event Borrower fails to direct Bank as above provided in time to give Bank a reasonable time to act thereon, the Borrower will have and make no claim against Bank's action or inaction.

The singular of all words used herein shall be deemed to include the plural.

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Given under hand and seal on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(SEAL)  
(SEAL)

Page 14 of 16

EXHIBIT C

SUNTRUST

SINGLE PAYMENT NOTE  
(Nondisclosure)

Single Disbursement Note  
 Multiple Disbursement Master Note  
 Multiple Disbursement Revolving Note  
(For Explanation See Reverse Side)

Date: December 29, 1995

The "Bank" Referred to In this Note is:  
Sun Trust Bank, Atlanta  
Center Code: 121  
One Park Place, N.E.  
Atlanta, Georgia 30303

366 days after date, the obligor promises to pay to the order of Bank the principal sum of \$261,000.00. The obligor will also pay interest upon the unpaid principal balance from date until maturity at the Note Rate specified below. Interest payments will be due on Quarterly beginning March 31, 1996 and upon maturity. Should the obligor fail for any reason to pay this note in full on the maturity date or on the date of acceleration of payment, the obligor further promises to pay (a) interest on the unpaid amount from such date until the date of final payment at a Default Rate equal to the Note Rate plus 4%, and (b) a late fee equal to five percent (5%) of any amount that remains wholly or partially unpaid for more than fifteen (15) days after such amount was due and payable, not to exceed the sum of fifty dollars (\$50.00). Should legal action or an attorney at law be utilized to collect any amount due hereunder, the obligor further promises to pay all costs of collection, including 15% of such unpaid amount as attorney's fees. All amounts due hereunder may be paid at any office of Bank.

The Note Rate hereon shall be the prime rate of the Bank from time to time in effect. The Note Rate shall change on each day the Bank changes its prime rate.

If not stated above, the Note Rate in effect on the date this note is executed

is 8.75%.

The amount of interest accruing and payable hereunder shall be calculated by multiplying the principal balance outstanding each day by 1/360th of the Note Rate on such day and adding together the daily interest amounts. The principal balance of this note shall conclusively be deemed to be the unpaid principal balance appearing on the Bank's records unless such records are manifestly in error.

As security for the payment of this and any other liability of any obligor to the holder, direct or contingent, irrespective of the nature of such liability or the time it arises, each obligor hereby grants a security interest to the holder in all property of such obligor in or coming into the possession, control or custody of the holder, or in which the holder has or hereafter acquires a lien, security interest, or other right. Upon default, holder may, without notice, immediately take possession of and then sell or otherwise dispose of the collateral, signing any necessary documents as obligor's attorney in fact, and apply the proceeds against any liability of obligor to holder. Upon demand, each obligor will furnish such additional collateral and execute any appropriate documents related thereto, deemed necessary by this holder for its security. Each obligor further authorizes the holder, without notice, to set-off any deposit or account and apply any indebtedness due or to become due from the holder to the obligor in satisfaction of any liability described in this paragraph, whether or not matured. The holder may, without notice, transfer or register any property constituting security for this note into its or its nominee's name with or without any indication of its security interest therein.

This note shall immediately mature and become due and payable without notice or demand, upon the filing of any petition or the commencement of any proceeding by any Debtor for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension of debt. Furthermore, this note shall, at the option of the holder, immediately mature and become due and payable, without notice or demand, upon the happening of any one or more of the following events: (1) nonpayment on the due date of any amount due hereunder; (2) failure of any Debtor to perform any other obligation to the holder; (3) failure of any Debtor to pay when due any amount owed another creditor under a written agreement calling for the payment of money; (4) the death or declaration of incompetence of any Debtor; (5) a reasonable belief on the part of the holder that any Debtor is unable to pay his obligations when due or is otherwise insolvent; (6) the filing of any petition or the commencement of any proceeding against any Debtor for relief under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization, or composition or extension of debt, which petition or proceeding is not dismissed within 60 days of the date of filing thereof; (7) the suspension of the transaction of the usual business of any Debtor, or the dissolution, liquidation or transfer to another party of a significant portion of the assets of any Debtor; (8) a reasonable belief on the part of the holder that any Debtor has made a false representation or warranty in connection with any loan by or other transaction with any lender, lessor or other creditor; (9) the issuance or filing of any levy, attachment, garnishment, or lien against the property of any Debtor which is not discharged within 15 days; (10) the failure of any Debtor to satisfy immediately any final judgment, penalty or fine imposed by a court or administrative agency of any government; (11) failure of any Debtor, after demand, to furnish financial information or to permit inspection of any books or records; (12) any other act or circumstance leading the holder to deem itself insecure.

The failure of forbearance of the holder to exercise any right hereunder, or otherwise granted by law or another agreement shall not affect or release the liability of any obligor, and shall not constitute a waiver of such right unless so stated by the holder in writing. The holder may enforce its rights against any Debtor or any property securing this note without enforcing its rights against any other Debtor, property, or indebtedness due or to become due to any Debtor. Each obligor agrees that the holder shall have no responsibility for the collection or protection of any property securing this note, and expressly consents that the holder may from time to time, without notice, extend the time for payment of this note, or any part thereof, waive its rights with respect to any property or indebtedness, and release any other Debtor from liability, without releasing such obligor from any liability to the holder. This note is governed by Georgia law.

The term "obligor" means any party or other person signing this note, whether as maker, endorser or otherwise. The term "Prime Rate", if used herein, shall mean that rate of interest designated by Bank from time to time as its "Prime Rate" which rate is not necessarily the Bank's best rate. Each obligor agrees to be both jointly and severally liable hereon. The term "holder" means Bank and any subsequent transferee or endorsee hereof. The term "Debtor" means any obligor or any guarantor of this note. The principal of this note will be disbursed in accordance with the disbursement provision identified above and further described in the additional provisions set forth on the reverse side hereof which are incorporated herein by this reference.

PRESENTMENT AND NOTICE OF DISHONOR ARE HEREBY WAIVED BY EACH OBLIGOR.

Address: P.O. Box 900, Tallahassee, FL 32302

Name: 2 S Partnership  
By: /s/ Robert H. Smith, General Partner  
Name:  
Credit to:  
Maturity Date: December 29, 1996  
Treasurer Check Number:  
Center Code: 121  
Account Number:  
Renewal:  
Increase: \$  
Reduction: \$  
Officer Name: E.T. Summers  
Officer Number: 134

Page 15 of 16

TRUST COMPANY BANK  
Center Code:  
Loan Operations Department  
P.O. Box 4418  
Atlanta, Georgia 30302

No.: 37693

Name and Address: 2 S Partnership, P.O. Box 900, Tallahassee, FL 32302-0900  
Amount: 20,000 Shs.  
Description: Capital City Bank Group, Incorporated, Tallahassee, Florida,  
Capital Stock, RNO 2 S Partnership, CTF # 002709.

Receipt of the Collateral listed above is hereby acknowledged

TRUST COMPANY BANK  
By: /s/ Sherry Sikes  
Center Code: 121  
Date: 12/6/94  
[STAMP: Owner's Receipt for Collateral Deposited.]

#### SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned (hereinafter individually and collectively referred to as "Borrower") hereby sells, assigns and transfers to TRUST COMPANY BANK (hereinafter referred to as "Bank") the securities and instruments identified hereon, all rights accruing to Borrower in connection with the ownership thereof, together with all interest, dividends, distributions thereon, and substitutions therefor, and all securities, instruments and other property at any time and from time to time purchased with any proceeds thereof, and the proceeds of all of the foregoing (all the aforementioned property hereinafter referred to as the "collateral") to secure all existing and future obligations and indebtedness of Borrower, or any one or more of them, to Bank, whether individually or jointly with others, and whether direct or indirect, as maker, endorser, guarantor, surety or otherwise, including 15% of all such obligations and indebtedness as attorney's fees if collected by or through an attorney at law.

The Bank may at any time transfer and re-register said collateral into its name or the name of its nominee, but failure to do shall not be interpreted to be a waiver of any interest, dividends or distributions thereon or of any rights accruing to Borrower in connection with the ownership of the collateral.

Should default occur in the payment of principal or interest on an indebtedness hereby secured when due, or under any note or loan agreement evidencing any such indebtedness, or should Bank deem itself insecure, then in any such event Bank may at its option, without notice or demand of any kind, sell or redeem (irrespective of redemption penalty) said collateral or any part thereof, or exercise any other remedy or a secured party under the Uniform Commercial Code. The rights and remedies granted herein are in addition to and not in lieu of any additional remedies given in any note or other written document evidencing any obligations or indebtedness of Borrower, or any one or more of them, to the Bank.

Bank shall have no obligation of duty to collect or to present any of the collateral for payment, redemption or conversion to another class or type of security or to exercise any other right whatsoever with respect to the collateral except pursuant to written instructions from Borrower. Borrower agrees that Borrower will direct Bank as to specific action to take in the event the issuer of any security or any other person takes action which will give the owner of the collateral any choice to make with respect thereto. In the event Borrower fails to direct Bank as above provided in time to give Bank a reasonable time to act thereon, the Borrower will have and make no claim against Bank's action or inaction.

The singular of all words used herein shall be deemed to include the plural.

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Given under hand and seal on the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

(SEAL)

(SEAL)

Page 16 of 16