

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 17)*

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) 670-0611
(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 area ____.

Check the following area 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: One copy 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

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

William G. Smith, Jr.

2 CHECK THE APPROPRIATE BOX 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

267,378

8 SHARED VOTING POWER

201,512

9 SOLE DISPOSITIVE POWER

267,378

10 SHARES DISPOSITIVE POWER

201,512

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

468,890

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*

6,061

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

16.4%

14 TYPE OF REPORTING PERSON*

IN

This Amendment 17 to Form 13D is being filed to report:

- 1) My minor daughter's receipt of 579 shares as a gift on 12/15/95
- 2) My minor son's receipt of 579 shares as a gift on 12/15/95
- 3) My receipt of 860 shares as awards under the 1992 Capital City Bank Group, Inc. Stock Incentive Plan on 1/20/95 and 2/12/96
- 4) The purchase by 2 S Partnership of 5,000 shares on 12/7/94
- 5) My receipt of 25,169 shares from the Smith Brothers Trust on 4/30/96

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. William G. Smith, Jr.
- b. 217 North Monroe Street, Tallahassee, Florida 32301
- c. President/Director, Capital City Bank Group, Inc. (See Item 1 above for address)
- 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 William G. Smith, Jr., 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. Below is a listing of Mr. Smith's transactions in CCBG common stock for the period January 1, 1984 through the date of this report.

Date	Purchase (P) / Sale (S)	# of Shares	% of Ownership	Price Per Share	Source of Funds
1/1/84	Originally	120,668	4.22%	N/A	Exchange of

Issued					Shares as set forth above
4/16/84	P	485	*	\$9.00	Personal Funds
10/11/84	P	2,000	*	Gift from father	N/A
10/17/86	P	21,753	*	N/A	Distribution from Trust
12/29/86	P	12,500	*	\$15.00	Bank Debt
12/31/86	S	(500)	*	Gift to wife	N/A
5/29/87	P	1,330	*	Gift from father	N/A
7/27/87	P	17,700	*	" "	N/A
10/6/87	P	20,000	*	Gift from mother	N/A
10/6/87	S	(3,010)	*	Gift to relatives	N/A
2/19/88	P	54	*	\$20.00	Personal Funds
12/30/88	P	226	*	Gift from father	N/A
6/9/89	P	294	*	" "	N/A
7/6/89	P	1,000	*	\$28.00	Personal Funds
7/11/89	P	801	*	\$28.00	Bank Debt
10/12/89	S	(401)	*	Gift to brother	N/A
12/28/90	P	790	*	Gift from father	N/A
12/17/91	P	833	*	" "	N/A
3/27/92	P	2,500	*	\$24.00	Bank Debt
5/05/92	P	10,000	*	\$24.00	Bank Debt, Personal Funds and Unsecured Indebtedness
5/5/92	P	586	*	\$24.25	" "
5/5/92	S	(600)	*	\$24.00	N/A
12/18/92	P	13,636	*	Gift from father	N/A
1/15/93	P	833	*	" "	N/A
1/21/94	P	554	*	" "	N/A
1/20/95	P	542	*	N/A	Stock Incentive Plan
2/12/96	P	318	*	N/A	" "
4/30/96	P	25,169	*	N/A	Distribution from Trust

250,061 8.74%

Paula P. Smith (wife)

12/31/86	P	500	*	Gift from relative	N/A
7/16/87	P	1,330	*	" "	N/A
10/6/87	P	670	*	" "	N/A
6/9/89	P	420	*	" "	N/A
12/28/90	P	790	*	" "	N/A
12/17/91	P	833	*	" "	N/A
1/15/93	P	833	*	" "	N/A
		5,376	*		

William G. Smith, Jr., as Custodian for William Godfrey Smith, III UGMAFL

12/31/86	P	665	*	Gift from relative	N/A
5/29/87	P	665	*	" "	N/A
10/6/87	P	1,170	*	" "	N/A
4/7/88	P	448	*	Gift from relative	N/A
8/19/88	P	47	*	" "	N/A

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6/9/89	P	714	*	" "	N/A
12/28/90	P	790	*	" "	N/A
12/17/91	P	833	*	" "	N/A
7/10/92	P	833	*	" "	N/A
1/15/93	P	833	*	" "	N/A
8/31/94	P	717	*	" "	N/A
12/15/95	P	579	*	" "	N/A
		8,294	*		

William G. Smith, Jr., as Custodian for Jennifer Wilson Smith UGMAFL

12/31/86	P	665	*	Gift from relative	N/A
5/29/87	P	665	*	" "	N/A
10/6/87	P	1,170	*	" "	N/A
4/7/88	P	449	*	" "	N/A
8/19/88	P	46	*	" "	N/A
6/9/89	P	714	*	" "	N/A
12/28/90	P	790	*	" "	N/A
12/17/91	P	833	*	" "	N/A
7/10/92	P	833	*	" "	N/A
1/15/93	P	833	*	" "	N/A
8/31/94	P	717	*	" "	N/A
12/15/95	P	579	*	" "	N/A
		8,294	*		

The William Godfrey Smith Trust

8/9/89	P	90,000	3.14%	Establishment of trust	Transfer from directly
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90,000 3.14%

owned shares of
William Godfrey
Smith

Capital City First National Bank as
Custodian for William G. Smith, Jr., IRA
5/5/92 P 729 * \$24.25

Personal Funds
(existing IRA)

Capital City First National Bank
as Custodian for Paula P Smith, Jr., IRA
5/5/92 P 685 * \$24.25

Personal Funds
(existing IRA)

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2 S Partnership					
7/10/92	P	2,512	*	Gift from relative	N/A
12/29/93	P	20,000	*	Exercise of Con- tingent Purchase Rights at \$24.00 per share	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
		111,512	3.90%		

* Less than 1%

In December 1986, Mr. Smith borrowed \$400,000 from Trust Company Bank, Atlanta, Georgia for the purchase of Capital City Bank Group, Inc., Common Stock and to consolidate previous debts. The debt carries an interest rate of prime plus 1/2% and is secured with 50,000 shares of Capital City Bank Group, Inc., Common Stock. On December 31, 1987, this loan was renewed by a Trust Company Bank note in the amount of \$389,938.12 and is secured by the same 50,000 shares of Capital City Bank Group, Inc. Common Stock.

On March 18, 1992, Mr. Smith borrowed funds from SunBank, Orlando, Florida, to purchase 2,500 shares of Capital City Bank Group, Inc., Common Stock.

On April 30, 1992, Mr. Smith borrowed additional funds from SunBank, Orlando, Florida, to purchase 5,000 shares of Capital City Bank Group, Inc. Common Stock. The two SunBank loans are cross-collateralized and secured by 15,000 shares of Capital City Bank Group, Inc. stock. On August 1, 1992, this loan was renewed by a SunBank note in the amount of \$97,912.44 and secured by the same 15,000 shares of Capital City Bank Group, Inc. Common Stock.

On May 1, 1992, Mr. Smith borrowed through unsecured indebtedness funds to purchase 4,166 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.

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

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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 the Issuer

	Number of Shares	Percentage Ownership
a. William G. Smith, Jr.	250,061	8.74%
Paula P. Smith (wife)	5,376	*
William G. Smith, Jr., as Custodian for Jennifer Wilson Smith UGMAFL	8,294	*
William G. Smith, Jr., as Custodian for William Godfrey Smith, III UGMAFL	8,294	*
The William Godfrey Smith Trust	90,000	3.14%
Capital City First National Bank as Custodian for William G. Smith, Jr., IRA	729	*
Capital City First National Bank as Custodian for Paula P. Smith, IRA	685	*
2 S Partnership	111,512	3.90%
	474,951	16.59%

* 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 6,061 shares held by his wife, Paula P. Smith. Neither the filing of this statement nor any of its contents shall be deemed to be an admission that Mr. William Godfrey Smith, Jr., is the beneficial owner of stock held by his wife.

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b. Mr. Smith has sole voting and investment power with respect to 266,649 shares and shares voting power with respect to the 90,000 shares in The William Godfrey Smith Trust and 111,512 shares in 2 S Partnership with Robert Hill Smith, Vice President, Capital City Bank Group, Inc., 217 N. Monroe Street, Tallahassee, Florida 32302. He has no voting or investment power with respect to the 6,061 shares held by his wife. Mr. Smith disclaims beneficial ownership of 6,061 shares held by his wife.

c. See Table in Item 3 above.

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) As disclosed in Item 3, the December 1986 loan was renewed by a Trust Company Bank note dated December 31, 1987, in the amount of \$389,938.12 which remains secured by 50,000 shares of Capital City Bank Group, Inc. Common Stock. The Note for the December 1987 Trust Company Bank loan is attached hereto as Exhibit A. This Exhibit begins on page 10 of this Amendment.
- 2) The Note for the March 1992 SunBank loan is attached hereto as Exhibit B. This Exhibit begins on page 12 of this Amendment.
- 3) As disclosed in Item 3, the April 1992 loan was renewed by a SunBank note dated August 1, 1992 in the amount of \$97,912.44. The Note and Security Agreement for this August 1992 renewal note are attached hereto as Exhibit C. This Exhibit begins on page 13 of this Amendment.
- 4) The Note and Security Agreement for the December 1993 2 S Partnership loan described in Item 3 are attached hereto as Exhibit D. This Exhibit begins on page 16 of this Amendment.
- 5) 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 E. This Exhibit begins on page 19 of this Amendment.

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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: April 30, 1996

/s/ J. Kimbrough Davis
Power of Attorney for William G. Smith, Jr.

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EXHIBIT A

SINGLE PAYMENT NOTE
(Nondisclosure)

The "Bank" Referred to In this Note is:

Trust Company Bank
Center Code: 121
One Park Place, N.E.
Atlanta, Georgia 30303

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

Date: December 31, 1987

365 days after date, the obligor promises to pay to the order of Bank the principal sum of \$389,938.12. 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 quarterly: 4/1/88, 7/1/88, 10/1/88, and 12/31/88 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 Bank from time to time in effect, plus 1/2%. 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 9.25%.

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 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 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. 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: c/o City National Bank; P.O. Box 5737; Tallahassee, FL 32301
Name: /S/ William G. Smith, Jr.

Credit to:
Maturity Date: December 31, 1988
Account Number: 7787708
Renewal: Yes
Increase: \$
Reduction: \$
Officer Name: /s/ L. Nalley
Officer Number: 134
Treasurer Check Number:
Center Code: 121
[STAMP: Paid by Renewal, January 25, 1989, Loans and Discounts, Teller A,
Trust Company Bank, Atlanta]

The undersigned assume(s) the responsibilities of an endorser under Georgia law and, in addition, agree(s) to the provisions on the reverse side binding obligors.

Address:
Telephone:

Address:
Telephone:
Address:
Telephone:

ADDITIONAL PROVISIONS

Single Disbursement Note. If the box on the reverse side has been checked indicating that this is a Single Disbursement Note then the entire principal is to be disbursed in a single disbursement which will be repaid at maturity or as otherwise provided in this note.

Multiple Disbursement Master Note. If the box on the reverse side has been checked indicating that this is a Multiple disbursement Master Note then the principal will be disbursed, prior to maturity, in two or more disbursements which in the aggregate will not exceed the principal amount of this note set forth on the reverse side. Such disbursements will be made at the sole discretion of the Bank unless the Bank has otherwise specifically made a legally binding written commitment to make disbursements hereunder. The principal disbursed pursuant to this paragraph will be repaid at maturity or as otherwise provided in this note.

Multiple Disbursement Revolving Note. If the box on the reverse side has been checked indicating that this is a Multiple Disbursement Revolving Note then the principal will be disbursed, prior to maturity, in two or more disbursements which in the aggregate will at no time exceed the principal amount of this note set forth on the reverse side. Such disbursements will be made at the sole discretion of the Bank unless the Bank has otherwise specifically made a legally binding written commitment to make disbursements hereunder. The principal disbursed pursuant to this paragraph may be repaid in whole or in part prior to maturity and, if so repaid, may be again borrowed and repaid from time to time prior to maturity. The principal so disbursed will be repaid at maturity, or as otherwise provided in this note. The repayment of any principal disbursed pursuant hereto shall not affect the enforceability of this note as to any future or other disbursements made hereunder.

If none of the boxes on the reverse side have been checked so that no choice has been made with respect to the disbursement of this note, then this note shall be deemed a Single Disbursement Note.

EXHIBIT B

SUNBANK
2nd CORRECTED COPY
PROMISSORY NOTE
\$180,000.00
March 18, 1992

The undersigned (whether one or more hereinafter called "Maker"), jointly and severally, promise(s) to pay to the order of Sun Bank, National Association (herein called "Bank") at its offices located at Orlando, Florida, ONE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00), together with interest from the date hereof at the rate hereinafter provided, in the following manner.

REPAYMENT SCHEDULE:

Single Payment: Principal Due in Full on: March 31, 1993. Interest Payable monthly beginning April 31, 1992

Installment Payment (including interest); in No.:
Period:
Installments of \$_____, commencing on _____, 19__ and on the same day of each successive _____ thereafter, together with a FINAL PAYMENT of \$_____, due and payable on _____, 19__.

Installment Payment (plus interest): _____ (No.) _____ (Period)

Principal Installments of \$_____, plus interest, commencing on _____, 19____, and on the same day of each successive _____ thereafter, together with a FINAL PAYMENT of \$_____, plus accrued interest due and payable on _____, 19____.

Multiple Payment: Principal and interest are payable as follows:
[STAMP: Florida Documentary Stamp Tax Required by Law in the Amount of

\$576.00 has been paid or will be paid to the Department of Revenue.
Certificate of Registration #59-1424500-58-04.]

[] ON DEMAND: Principal payable ON DEMAND with interest payable _____,
commencing on _____, and each _____ thereafter.

THE INTEREST RATE IS AS FOLLOWS: [x] if checked here, the interest rate
provided herein shall be computed on the basis of a 360 day year and shall
be calculated for the actual number of days elapsed.

VARIABLE INTEREST RATE:

[] Not applicable

[x] Applicable, provided however, that the interest rate charged hereunder
shall never exceed the maximum rate allowed, from time to time, by law.

If applicable, the interest rate stated herein shall, from time to time,
automatically increase or decrease so that at all times it shall be
equivalent to (check appropriate box and complete):

[x] .50% over the annual interest rate announced by Sun Banks, Inc. from
time to time, as the prime rate (which interest rate is only a bench mark,
is purely discretionary and is not necessarily the best or lowest rate
charged borrowing customers of any subsidiary bank of Sun Banks, Inc.).
Any such change in prime rate will increase or decrease your periodic
interest payments. Any change in prime rate shall be effective at the
beginning of the business day on which such change is announced; or,

[] % over the _____.

FIXED RATE: [] Applicable at ___% per annum, simple interest. [x] Not
Applicable

LATE CHARGE FEE: If a payment is late, you may be charged 5% of such
payment as a late charge. A payment which is not received on the due date
shall be deemed late.

SERVICE FEE: A service fee of the lesser of \$50.00 or 2 percent of the
principal amount of this loan will be charged. The service fee charge will
not be refunded in the event of prepayment.

Sec. 664.07 LOANS: Loans in excess of \$50,000 are made pursuant to Section
664.07 Florida Statutes.

In the event any installment of principal or interest or any part thereof
is not paid when it becomes due, or in the event of any default thereunder,
the principal sum remaining unpaid hereunder, together with all accrued and
past due interest thereon, shall immediately and without notice become due
and payable at the election of the holder at any time thereafter.

Notwithstanding any rate of interest provided herein, the interest rate on
any payment or payments of principal or interest, or any part thereof,
which is not made when due shall, thereafter, be at the maximum rate
allowed, from time to time, by law. Minimum interest of \$10.00 on any
single payment loan or \$15.00 on any installment loan will be charged.

This note is [x] SECURED [] UNSECURED (Notwithstanding the fact that this
note is marked "unsecured," Maker understands and agrees that any other
security interest the Bank now holds or may hereafter acquire from the
Maker may secure this note).

As security for the payment of this note, Maker has pledged or deposited
with Bank and hereby grants to Bank a security interest in the following
property: 15,000 Shares of Capital City Bank Group, Inc. stock (including
all cash, stock and other dividends and all rights to subscribe for
securities incident to, declared, or granted in connection with such
property and including any returned or unearned premiums from any insurance
financed hereunder), which property, together with all additions and
substitutions hereafter pledged or deposited with Bank is called the
Collateral. The Collateral is also pledged as security for all other
liabilities (primary, secondary, direct, contingent, sole, joint, or
several), due or to become due or which may be hereafter contracted or
acquired, of each Maker (including each Maker and any other person) to
Bank. The surrender of this note, upon payment or otherwise, shall not
affect the right of Bank to retain the Collateral for such other
liabilities.

Maker understands and agrees that the additional agreements and provisions
on the reverse side hereof, hereby incorporated by reference, constitute
agreements of the Maker and a part of this note. Maker acknowledges
receipt of a completed copy of this note.

NOTICE TO COSIGNER: You are being asked to guarantee this debt. Think
carefully before you do. If the borrower doesn't pay the debt, you will
have to. Be sure you can afford to pay if you have to, and that you want

to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

ADDRESS: 1005 E. Park Avenue, Tallahassee, Florida 32301
/s/ William B. Smith, Jr. (SEAL)
Date: March 18, 1992
/s/ Paula P. Smith (SEAL)
Date: March 18, 1992

This space for Bank records only:

Proceeds: \$179,424.00; Document Stamps: \$576.00; Other Charges: N/A;
Note Amount: \$180,000.00; Officer Initials: WD/slm #00330; Note Number:
8419108542 - 26/34; Account Number:_____; Service Fee: N/A [STAMP]

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EXHIBIT C

SUNBANK
PROMISSORY NOTE
\$97,912.44
August 1, 1992

The undersigned (whether one or more hereinafter called "Maker"), jointly and severally, promise(s) to pay to the order of Sun Bank, National Association (herein called "Bank") at its offices located at Orlando, Florida, Ninety-seven thousand nine hundred twelve and 44/100--- Dollars (\$97,912.44), together with interest from the date hereof at the rate hereinafter provided, in the following manner.

REPAYMENT SCHEDULE:

Single Payment: Principal due in full on July 30, 1993; Interest Payable Quarterly beginning October 30, 1992.

Installment Payment (including interest): in No. _____ Period: _____
Installments of \$_____ commencing on _____, 19____, and on the same day of each successive _____ thereafter, together with a FINAL PAYMENT of \$_____ due and payable on _____, 19____.

Installment Payment (plus interest): No. _____ and Period: _____
Principal installments of \$_____ plus interest, commencing on _____, 19____, and on the same day of each successive _____ thereafter, together with a FINAL PAYMENT of \$_____, plus accrued interest due and payable on _____, 19____.

Multiple Payment: Principal and interest are payable as follows:

ON DEMAND: Principal payable ON DEMAND with interest payable _____ commencing on _____ and each _____ thereafter.

THE INTEREST RATE IS AS FOLLOWS: if checked here, the interest rate provided herein shall be computed on the basis of a 360 day year and shall be calculated for the actual number of days elapsed.

VARIABLE INTEREST RATE:

Not applicable

Applicable, provided however, that the interest rate charged hereunder shall never exceed the maximum rate allowed, from time to time, by law.

If applicable, the interest rate stated herein shall, from time to time, automatically increase or decrease so that at all times it shall be equivalent to (check appropriate box and complete):

.50% over the annual interest rate announced by Sun Banks, Inc., from time to time, as the prime rate (which interest rate is only a bench mark, is purely discretionary and is not necessarily the best or lowest rate charged borrowing customers of any subsidiary bank of Sun Banks, Inc.). Any such change in prime rate will increase or decrease your periodic interest payments. Any change in prime rate shall be effective at the beginning of the business day on which such change is announced; or,

[] % over the _____.

FIXED RATE: [] Applicable at ___% per annum, simple interest. [x] Not Applicable

LATE CHARGE FEE: If a payment is late, you may be charged 5% of such payment as a late charge. A payment which is not received on the due date shall be deemed late.

SERVICE FEE: A service fee of the lesser of \$50.00 or 2 percent of the principal amount of this loan will be charged. The service fee charge will not be refunded in the event of prepayment.

Sec. 664.07 LOANS: Loans in excess of \$50,000 are made pursuant to Section 664.07 Florida Statutes.

In the event any installment of principal or interest or any part thereof is not paid when it becomes due, or in the event of any default thereunder, the principal sum remaining unpaid hereunder, together with all accrued and past due interest thereon, shall immediately and without notice become due and payable at the election of the holder at any time thereafter.

Notwithstanding any rate of Interest provided herein, the interest rate on any payment or payments of principal or interest, or any part thereof, which is not made when due shall, thereafter, be at the maximum rate allowed, from time to time, by law. Minimum interest of \$10.00 on any single payment loan or \$15.00 on any installment loan will be charged.

This note is [x] SECURED [] UNSECURED (Notwithstanding the fact that this note is marked "unsecured", Maker understands and agrees that any other security interest the Bank now holds or may hereafter acquire from the Maker may secure this note).

As security for the payment of this note Maker has pledged or deposited with Bank and hereby grants to Bank a security interest in the following property: 15,000 Shares of Capital City Bank Group, Inc. stock certificate number #000057/5,000 shares, certificate #000058/5,000 shares, certificate #000059/5,000 shares (including all cash, stock and other dividends and all rights to subscribe for securities incident to, declared, or granted in connection with such property and including any returned or unearned premiums from any insurance financed hereunder), which property, together with all additions and substitutions hereafter pledged or deposited with Bank is called the Collateral. The Collateral is also pledged as security for all other liabilities (primary, secondary, direct, contingent, sole, joint, or several), due or to become due or which may be hereafter contracted or acquired, of each Maker (including each Maker and any other person) to Bank. The surrender of this note, upon payment or otherwise, shall not affect the right of Bank to retain the Collateral for such other liabilities.

Maker understands and agrees that the additional agreements and provisions on the reverse side hereof, hereby incorporated by reference, constitute agreements of the Maker and a part of this note. Maker acknowledges receipt of a completed copy of this note.

NOTICE TO COSIGNER: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Bank can collect this debt from you without first trying to collect from the borrower. The Bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

ADDRESS: 1005 E. Park Avenue, Tallahassee, Florida 32301
/s/ William G. Smith, Jr. (SEAL)
Date: August 1, 1992
/s/ Paula P. Smith (SEAL)
Date: August 1, 1992

This space for Bank records only:

Proceeds: \$97,912.44 RENEWAL; Document Stamps: N/A; Other Charges:
; Note Amount: \$97,912.44; Officer Initials: WD/slm #00330; Note Number:
8419108542/18;
Account Number: ; Service Fee: N/A.

If the variable interest rate is not applicable and if this note is payable on demand. Bank reserves, and is hereby granted the right to adjust the interest rate from time to time by furnishing Maker with written notice of such adjusted rate, provided, however, that no such adjusted rate shall exceed the maximum rate allowed, from time to time, by law.

Additions to, reductions or exchanges of, or substitutions for the Collateral, payments on account of this note or increases of the same, or other loans made partially or wholly upon the Collateral, may from time to time, be made without affecting the provisions of this note.

If Bank deems itself insecure, or upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Bank shall thereupon or thereafter, at the option of the Bank, without notice or demand, become due and payable: (a) failure of any Obligor (which term shall mean and include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon when due or requested or demanded or to pay any other liability whatsoever to Bank when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Code, or any similar federal or state statute, by or against any Obligor; (d) an application for the appointment of a receiver or the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any writ of attachment or writ of garnishment, or the filing of any lien, against the property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any governmental authority; (h) the dissolution, merger, consolidation, or reorganization of any Obligor; (i) the assignment by any Maker of any equity in any of the Collateral without the written consent of Bank.

Bank is hereby given a lien upon and a security interest in all property of each Maker now or at any time hereafter in the possession of Bank in any capacity whatsoever, including but not limited to any balance or share of any deposit, trust, or agent account as security for the payment of this note, and a similar lien upon and security interest in all such property of each Maker as security for the payment of all other liabilities of each Maker to Bank (including liabilities of each Maker and any other person); and Bank shall have the same rights as to such property as it has with respect to the Collateral.

If Bank deems itself insecure or upon the occurrence of any default hereunder, Bank shall have the remedies of a secured party under the Uniform Commercial Code and, without limiting the generality of the foregoing, Bank shall have the right, immediately and without further action by it, to set off against this note all money owed by Bank in any capacity to each or any Obligor, whether or not due, and also to set off against all other liabilities of each Maker to Bank all money owed by Bank in any capacity to each or any Maker; and Bank shall be deemed to have exercised such right of set-off and to have made a charge against any such money immediately upon the occurrence of such default even though such a charge is made or entered on the books of Bank subsequent thereto. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank will give Maker reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to any Maker at the address given below or at any other address shown on the records of the Bank, at least five days before the time of the sale or disposition. Upon disposition of any Collateral after the occurrence of any default hereunder, Maker shall be and remain liable for any deficiency; and Bank shall account to Maker for any surplus, but Bank shall have the right to apply all or any part of such surplus (or to hold the same as a reserve against) any and all other liability of each or any Maker to Bank. The Obligors, jointly and severally, promise and agree to pay all costs and expenses of collection and reasonable attorneys' fee, including costs, expenses and reasonable attorneys' fees on appeal. If collected by legal proceedings or through an attorney at law, Maker hereby waives any right to a trial by jury in any civil action arising out of, or based upon, this note or the Collateral.

Bank shall exercise reasonable care in the custody and preservation of the Collateral to the extent required by applicable statute, and shall be deemed to have exercised reasonable care if it takes such action for that purpose as Maker shall reasonably request in writing, but no omission to do any act not requested by Maker shall be deemed a failure to exercise reasonable care, and no omission to comply with any request of Maker shall of itself be deemed a failure to exercise reasonable care. Bank shall not be bound to take any steps necessary to preserve any rights in the Collateral against prior parties and Maker shall take all necessary steps for such purposes. Bank or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it.

If the Collateral shall at any time become unsatisfactory to Bank, Maker shall within one day after demand pledge and deposit with Bank as part of the Collateral additional property which is satisfactory to Bank.

Bank shall have the right, which may be exercised at any time whether or not this note is due, to notify the Obligors on any collateral to make payment to Bank on any amounts due or to become due thereon. In the event of any default hereunder, Bank shall thereafter have, but shall not be limited to, the following rights: (i) to pledge or transfer this note and the Collateral and Bank shall thereupon be relieved of all duties and responsibilities hereunder and relieved from any and all liability with respect to any Collateral so pledged or transferred, and any pledgee or transferee shall for all purposes stand in the place of Bank hereunder and have all the rights of Bank hereunder; (ii) to transfer the whole or any part of the Collateral into the name of itself or its nominee; (iii) to vote the Collateral; (iv) to demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to the Collateral; and (v) to take control of any proceeds of Collateral.

No delay or omission on the part of Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. Presentment, demand, protest, notice of dishonor, and extension of time without notice are hereby waived by each and every Obligor. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail, postage prepaid, addressed to or left upon the premises at, the address shown below or any other address shown on the Bank's records.

GUARANTY

In addition to the liability as endorsers, which the undersigned hereby assumes, for value received and intending to be legally bound, the undersigned (and if more than one, each of them jointly and severally) (a) hereby become surety to the payee of the within note, its successors, endorsees and assigns, for the payment of the within note, and hereby unconditionally guarantee the payment of the within note and all extensions or renewals thereof and all sums payable under or by virtue thereof including, without limitation, all amounts of principal and interest and all expenses (including attorney's fees) incurred in the collection thereof, the enforcement of rights thereunder or with respect to any security therefor and the enforcement hereof, and waive presentment, demand, notice of dishonor, protest and all other notices whatsoever; and (b) consent and agree (i) that all or any of the Collateral may be exchanged, released, surrendered or sold from time to time, (ii) that the payment of the note, or any of the liabilities of the Maker thereof, may be extended or said note renewed any number of times and for any period (whether or not longer than the original period of said note), (iii) that the holder of said note may grant any releases, compromises or indulgences with respect to said note or any extensions or renewals thereof or any security therefor or to any party liable thereunder or hereunder (including but not limited to failure or refusal to exercise one or more of the rights or remedies provided by said note), and (iv) that any of the provisions of said note may be modified; all without notice to or consent of and without affecting the liability of the undersigned as endorsers and sureties, and further consent and agree that any of the undersigned may be sued by the holder hereof with or without joining any of the other endorsers or makers of said note and without first or contemporaneously suing any such other persons, or otherwise seeking or proceeding to collect from them or any of them, and without first or contemporaneously undertaking to enforce any rights with respect to any security.

The undersigned acknowledges have received and read the NOTICE TO CO-SIGNER appearing on the reverse side hereof.

Date: _____
(Seal)
Date: _____
(Seal)
Date: _____
(Seal)

FLORIDA DOCUMENTARY STAMP TAX REQUIRED BY LAW IN THE AMOUNT OF \$ _____ HAS BEEN PAID OR WILL BE PAID DIRECTLY TO THE DEPARTMENT OF REVENUE CERTIFICATE OF REGISTRATION # _____. [] RENEWAL NOTE STAMPS ON ORIGINAL

HYPOTHECATION SECURITY AGREEMENT

Orlando, March 18, _____.

KNOW ALL MEN BY THESE PRESENTS that in consideration of any loan or other financial accommodation heretofore or now or hereafter at any time made or granted to William G. Smith, Jr. and Paula P. Smith, (hereinafter, whether one or more, called "Borrower"), or to either or any Borrower (including

any made or granted to any Borrower and any other person) or to the undersigned (or to either or any of the undersigned, if more than one), by Sun Bank, National Association (hereinafter called "Bank," which shall include its successors and assigns), the undersigned warrants to and agrees with Bank that to secure the payment of the liabilities (hereinafter defined) Bank has and shall have a lien upon, security title to, and a security interest in the following property which has been or is hereby pledged, assigned, or conveyed to, or deposited with or delivered to the Bank: 15,000 shares of Capital City Bank Group, Inc. Stock, together with all other property at any time delivered, pledged, assigned, conveyed, or transferred by the undersigned, or any of them, to the Bank and any other property of every kind or description of the undersigned, or any of them, now or hereafter in the possession or under the control of Bank for any reason, including all cash, stock, and other dividends and distributions and all rights to subscribe for securities and all other rights incident to, declared, or granted in connection with any property hereinabove described or referred to (and all the foregoing may herein be called the "Collateral".) As used herein, the term "liabilities" means and includes all indebtedness, liabilities and obligations (primary, secondary, direct, contingent, sole, joint or several) of each Borrower (including any Borrower and any other person) or of the undersigned; or any of them, to the Bank whether due or to become due and whether now or hereafter contracted or existing. The undersigned waives notice of the contracting, creation and existence of all and any of the liabilities.

Each of the undersigned, who has delivered, pledged, assigned or transferred any property to the Bank warrants to the Bank that such undersigned is the sole and lawful owner of such property, free of all claims and liens other than the security interest hereunder, with full right to deliver, pledge, assign, convey, and transfer such property to the Bank as Collateral hereunder.

Bank shall exercise reasonable care, in the custody and preservation of the Collateral to the extent required by applicable statute, and shall be deemed to have exercised reasonable care if it takes such action for that purpose as the undersigned (or if more than one, such of the undersigned as the Bank shall have knowledge has an ownership interest in such Collateral) shall reasonably request in writing but no omission to do any act not so requested shall be deemed a failure to exercise reasonable care and no omission to comply with any such request shall of itself be deemed a failure to exercise reasonable care. Bank shall not be bound to take any steps necessary to preserve any rights in the Collateral against prior parties, and the undersigned shall take all necessary steps for such purposes. Bank or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it.

Bank shall have, but shall not be limited to, the following rights, each of which may be exercised at any time and from time to time without notice to the undersigned or any of the undersigned, whether or not any of the liabilities is due: (1) to transfer all or any part of the Collateral into the name of the Bank or its nominee at the expense of the undersigned with or without disclosing that such Collateral is subject to the lien, security title and security interest hereunder; (2) to notify the parties obligated on any of the Collateral to make payment to Bank of any amounts due or to become due thereon or thereunder; (3) to enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or make any compromise or settlement it deems desirable with reference to any of the Collateral, or extend or renew from time to time and for any period (whether or not longer than the original period) any indebtedness evidenced thereby; and (4) to take possession and control of any proceeds of the Collateral.

Bank may from time to time, without notice to the undersigned, or any of them: (a) retain or obtain security title to or a security interest in any property in addition to the Collateral to secure any of the liabilities; (b) retain or obtain the primary or secondary obligation or liability of any party or parties in addition to the undersigned, or any of them, with respect to any of the liabilities; (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the liabilities or release or compromise any of the liabilities or any party or parties primarily or secondarily liable thereon; (d) release Bank's security title to and security interest in all or any property, in addition to the Collateral securing any of the liabilities and permit any substitutions or exchange for any such properties; and (e) resort to the Collateral for payment of any of the liabilities, whether or not Bank shall have resorted to any other property or shall have proceeded against any party, primarily or secondarily liable on any of the liabilities.

Upon non-payment when due (whether by declaration or otherwise) of any amount payable on any of the liabilities, or upon the happening of any event of default as defined in any note evidencing any of the liabilities or in any other agreement or instrument securing or otherwise relating to any of the liabilities, or upon the occurrence of any event giving Bank any right to declare any of the liabilities due and payable, the Bank (i) shall have and may exercise without demand any and all the rights and remedies

granted to a secured party upon default under the Uniform Commercial Code or otherwise available to Bank, including those available under any of the liabilities and under any promissory note or agreement or other written instrument evidencing or securing or otherwise relating to any of the liabilities or any security therefore; and (ii) may, without demand or notice of any kind, appropriate and apply toward payment of such of the liabilities, and in such order of application, as Bank may from time to time elect, any balances, credits, deposits, accounts, items, or monies of the undersigned, or any of them. If any notification of intended disposition of any of the Collateral or of any other intended action is required by law, such notification shall be deemed reasonably and properly given if mailed at least five days before such disposition or other intended action, postage prepaid, addressed to the undersigned (or if more than one, to such of the undersigned as Bank shall have knowledge has an ownership interest in such Collateral) either at the address of such undersigned shown hereon, or at any other address of such undersigned appearing on the records of the Bank. Any proceeds of any disposition of any of the Collateral may be applied by Bank to the payment of expenses in connection with the Collateral, including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by Bank toward the payment of such of the liabilities, and in such order of application, as the Bank may from time to time elect. All rights and remedies of the Bank expressed herein are in addition to all other rights and remedies possessed by it, including those under any other agreement or instrument relating to any of the liabilities or any security therefor. No waiver by Bank of any of the rights or remedies or of any default shall operate as a waiver of any other right or remedy or of any other default or of the same right or remedy or of the same default on a future occasion. No delay or omission on the part of Bank in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No action of Bank permitted hereunder or under any agreement or instrument relating to any of the liabilities or any security therefor shall impair or affect the rights of Bank in and to the Collateral. The singular when used herein shall include the plural and the neuter shall include masculine and feminine. If more than one party shall execute this agreement, the term "undersigned" shall mean all parties signing this agreement and each of them, jointly and severally.

This agreement shall be binding upon the heirs, executors, administrators and assigns of each of the undersigned. This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida.

IN WITNESS WHEREOF, this agreement has been duly executed as of the day and year first above written.

(Address): 1005 East Park Avenue, Tallahassee, Florida 32301
/s/ William G. Smith, Jr. (Seal).

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EXHIBIT D
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 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 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

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

Name:

Account No.:

Credit To:

Treasurer Check Number:

Center Code: 121

Account Number:

Renewal:

Increase: \$

Reduction: \$

Officer Name: E. T. Summers

Office Number: 134

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TRUST COMPANY BANK

Center Code: 039

Loan Operations Department

Post Office 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 (Loan Officer)

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)

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TRUST COMPANY BANK
Center Code: 039
Loan Operations Department
Post Office Box 4418
Atlanta, Georgia 30302

No.: 40479
Name and Address: 2 S Partnership, P.O. Box 900, Tallahassee, Florida
32302-0900
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/ Susan C. Pelch (Loan Officer)
Center Code: 121
Date: 9/24/93
[STAMP: Owner's Receipt for Collateral Deposited]

SECURITY AGREEMENT

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

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Given under hand and seal on the ____ day of _____, 19 ____.

(Seal)

(Seal)

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EXHIBIT E
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 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 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. 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: /s/ E.T. Summers
Officer Number: 134

TRUST COMPANY BANK
Center Code:
Loan Operations Department
Post Office Box 4418
Atlanta, Georgia 30302

No.: 37693
Name and Address: 2 S Partnership, P.O. Box 900, Tallahassee, Florida
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 (Signature of Loan Officer)

Center Code: 121

Date: 12/6/94

[STAMP: Owner's Receipt for Collateral Deposited]

SECURITY AGREEMENT

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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)