

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)

ADVERSARY PROCEEDING NUMBER
(Court Use Only)

PLAINTIFFS DAVID G. BISBEE

DEFENDANTS
GRANITE CREEK INVESTMENT CORP.
GARY RHINEHEART

ATTORNEYS (Firm Name, Address, and Telephone No.)
LAW OFFICE OF DAVID G. BISBEE
2929 TALL PINES WAY, ATLANTA, GA 30345
(770) 939-4881

ATTORNEYS (If Known)
KEVIN MCCARTNEY (FOR DEBTOR)
MATTHEW WILKINS (FOR RHINEHEART)

PARTY (Check One Box Only)
 Debtor U.S. Trustee/Bankruptcy Admin
 Creditor Other
 Trustee

PARTY (Check One Box Only)
 Debtor U.S. Trustee/Bankruptcy Admin
 Creditor Other
 Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
INTERPLEADER OF STOCK OWNED BY DEBTOR

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) - Recovery of Money/Property

- 11-Recovery of money/property - §542 turnover of property
- 12-Recovery of money/property - §547 preference
- 13-Recovery of money/property - §548 fraudulent transfer
- 14-Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien

- 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property

- 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) - Objection/Revocation of Discharge

- 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) - Revocation of Confirmation

- 51-Revocation of confirmation

FRBP 7001(6) - Dischargeability

- 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) - Dischargeability (continued)

- 61-Dischargeability - §523(a)(5), domestic support
- 68-Dischargeability - §523(a)(6), willful and malicious injury
- 63-Dischargeability - §523(a)(8), student loan
- 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- 65-Dischargeability - other

FRBP 7001(7) - Injunctive Relief

- 71-Injunctive relief - imposition of stay
- 72-Injunctive relief - other

FRBP 7001(8) Subordination of Claim or Interest

- 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment

- 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action

- 01-Determination of removed claim or cause

Other

- SS-SIPA Case - 15 U.S.C. §§78aaa et seq.
- 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

Check if this case involves a substantive issue of state law


Check if this is asserted to be a class action under FRCP 23

Check if a jury trial is demanded in complaint

Demand \$

Other Relief Sought

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BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR GRANITE CREEK INVESTMENT CORP.		BANKRUPTCY CASE NO. 08-20690	
DISTRICT IN WHICH CASE IS PENDING WYOMING		DIVISION OFFICE CHEYENNE	NAME OF JUDGE PETER J. McNIFF
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT		ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING		DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 			
DATE NOVEMBER 12, 2008		PRINT NAME OF ATTORNEY (OR PLAINTIFF) DAVID G. BISBEE	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF WYOMING
CHEYENNE DIVISION

In re Granite Creek Investment Corp.,

Bankruptcy Case No. 08-20690

Debtor

David G. Bisbee,

Plaintiff

Granite Creek Investment Corp. and
Gary Rhineheart,

Adversary Proceeding No. _____

Defendants

SUMMONS IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to file a motion or answer to the complaint which is attached to this summons to the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall file a motion or answer to the complaint within 35 days.

Clerk U.S. Bankruptcy Court
2120 Capitol Avenue
Sixth Floor
Cheyenne, WY 82001

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

David G. Bisbee
2929 Tall Pines Way
Atlanta, GA 30345

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

Clerk of the Bankruptcy Court

November 12th, 2008

By:

Date

David G. Bisbee

CERTIFICATE OF SERVICE

I, David G. Bisbee, certify that I am, and at all times during the
(name)
service of process was, not less than 18 years of age and not a party to the matter concerning which service of
process was made. I further certify that the service of this summons and a copy of the complaint was made
November 11th, 2008 by:
(date)

Mail service: Regular, first class United States mail, postage fully pre-paid, addressed to:
Granite Creek Investment Corp. Gary Rhineheart
P.O. Box 601 225 West Paces Ferry Road
Teton Village, WY 83025 Atlanta, GA 30305

With Copies to:
Ken McCartney, Esq. Matthew Wilkins, Esq.
P.O. Box 1364 840 Roswell Street
Cheyenne, WY 82003 Marietta, GA 30060

Personal Service: By leaving the process with defendant or with an officer or agent of defendant at:

Residence Service: By leaving the process with the following adult at:

Publication: The defendant was served as follows: [Describe briefly]

State Law: The defendant was served pursuant to the laws of the State of _____,
as follows: [Describe briefly] (name of state)

Under penalty of perjury, I declare that the foregoing is true and correct.

November 12th, 2008 _____
Date Signature

Print Name	David G. Bisbee	
Business Address	2929 Tall Pines Way	
City	State	Zip
Atlanta	GA	30345

Law Office of David G. Bisbee
David G. Bisbee
2929 Tall Pines Way
Atlanta, GA 30345
(770) 939-4881
(770) 783-8595 fax
bisbeed@bellsouth.net

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF WYOMING
CHEYENNE DIVISION**

IN RE:)	CHAPTER 11
)	
GRANITE CREEK INVESTMENT CORP.)	CASE NO. 08-20690
)	
Debtor.)	
<hr/>		
David G. Bisbee,)	
)	
Plaintiff,)	
vs.)	ADVERSARY PROCEEDING
)	No. _____
Granite Creek Investment Corp. and)	
Gary Rhineheart,)	
)	
Defendants.)	
<hr/>		

COMPLAINT FOR INTERPLEADER

COMES NOW David G. Bisbee, the Plaintiff herein, and, pursuant to Bankruptcy Rule 7022, files this his Complaint for Interpleader. Plaintiff shows this Court as follows:

1.

Defendant Granite Creek Investment Corp. (hereinafter "Debtor") is a Wyoming corporation whose address is P.O. Box 601, Teton Village, Wyoming, 83025, and is the Debtor in the above-styled Chapter 11 Case. Debtor is represented by Ken McCartney, P.O. Box 1364, Cheyenne, Wyoming, 82003. Debtor may be served with process by mail at the foregoing address.

2.

Defendant Gary Rhineheart (hereinafter “Rhineheart”) is an individual resident of the State of Georgia, whose address is 225 West Paces Ferry Road, Atlanta, Georgia 30305. Rhineheart is represented by Matthew Wilkins, King & Yaklin LLP, 840 Roswell Street, Marietta, Georgia 30060. Rhineheart may be served with process by mail at the foregoing address.

3.

This Court has jurisdiction over Debtor and Rhineheart and has subject matter jurisdiction pursuant to 28 U.S.C. §1134(b). This is a core proceeding pursuant to 28 U.S.C. §157 (b)(2)(A), (E) and (O).

4.

On or about September 1, 2007 Debtor and Rhineheart entered into a series of transactions whereby (a) Rhineheart sold to Debtor and Debtor purchased from Rhineheart 100 shares of common stock of Madison Mortgage Corporation (hereinafter “MMC”); (b) Debtor pledged the MMC stock to Rhineheart as collateral for an indebtedness of \$1,811,687.00 owing from Debtor to Rhineheart; and (c) the MMC stock was delivered to Plaintiff in escrow. Copies of (1) Note dated as of September 1, 2007 in the amount of \$1,811,687.00 made by Debtor in favor of Rhineheart; (2) Stock Pledge Agreement of even date by and between Debtor and Rhineheart; and (3) Escrow Agreement of even date by and among Debtor, Rhineheart and Plaintiff are attached hereto as Exhibits “A,” “B” and “C”, respectively.

5.

Pursuant to the Escrow Agreement Plaintiff now holds Stock Certificate Number 2 representing 100 share of common stock of MMC.

6.

By letter dated October 28, 2008, Rhineheart, by and through his counsel, made demand for delivery of the stock certificate from escrow.

7.

On November 5, 2008 Debtor filed its voluntary petition for relief under the provisions of Chapter 11, Title 11 U.S.C.

8.

The stock certificate, and the 100 common shares it represents, is property of the Debtor's estate.

9.

Paragraph 4 of the Escrow Agreement permits Plaintiff to " deposit the Escrow Stock into a court of competent jurisdiction for a proper determination as to the proper disposition of said stock." Further, Plaintiff is mindful of the provisions of §362 (a)(3) and (6), Title 11 U.S.C., which prohibit any act to obtain possession of property of the estate or to collect or recover on any claim against the estate.

10.

Therefore, Plaintiff may be exposed to multiple liability unless a court of competent jurisdiction determines the proper disposition of the stock held in escrow.

11.

Plaintiff makes no claim to the stock held in escrow, but requests that his costs associated with filing this action be paid.

WHEREFORE, Plaintiff pray that this Court grant Plaintiff judgment as follows:

1. Permitting Plaintiff to deposit in the registry of this Court stock certificate Number

- 2 representing 100 shares of common stock of MMC;
2. Upon deposit into the registry of this Court of said stock certificate, that Plaintiff be discharged and relieved of any further liability with respect thereto;
 3. That Defendants be required to interplead their respective claims to the stock in this Court and not otherwise;
 4. That Plaintiff recover his costs in bringing this action; and
 5. That Plaintiff have such other and further relief as may be equitable, proper and just.

This 12th day of November, 2008.

Respectfully Submitted,

2929 Tall Pines Way
Atlanta, GA 20245
(770) 939-4881
(770) 783-8595 fax
bisbeed@bellsouth.net

David G. Bisbee
GA State Bar No. 058312

EXHIBIT “A”

PROMISSORY NOTE

US \$1,811,687.00

Atlanta, Georgia
As of September 1, 2007

For value received, the undersigned (hereinafter referred to as "Maker") promise(s) to pay to the order of **Gary R. Rhineheart**, an individual resident of the State of Georgia (hereinafter referred to as "Payee"; Payee and any subsequent holder hereof, being hereinafter collectively referred to as "Holder"), at such place as Holder may designate and notify the undersigned, the principal sum of **One Million Eight Hundred Eleven Thousand Six Hundred Eighty Seven and 00/100 Dollars (\$1,811,687.00)**, together with interest thereon as hereafter set forth.

Maker represents that the indebtedness evidenced hereby was incurred for a business purpose.

As the following terms are used in this Note, the following definitions shall apply:

"Loan Documents" shall mean this Note, the "Pledge Agreement" (as hereinafter defined), and such other documents, agreements and certificates as have been executed to secure, or in connection with, this Note or the Loan evidenced hereby.

"Prime Rate" shall mean the prime rate of interest announced from time to time as published in the Wall Street Journal . The Prime Rate which is in effect as of the close of each business day shall be the effective Prime Rate for that day and for any succeeding non-business days.

"Pledge Agreement" shall mean that certain Stock Pledge Agreement dated September 1, 2007, between Maker and Payee.

The balance of the principal sum outstanding at any time hereunder shall bear interest from the date hereof until paid at a per annum rate which is the Prime Rate. Such interest shall be calculated on the basis of the actual number of days elapsed over a 365 day year. In no event shall any such rate exceed the maximum rate of interest allowed by applicable law.

An interim principal payment in the amount of \$195,461.00 shall be due and payable on November 1, 2007. The entire unpaid remaining principal balance, together with all accrued but unpaid interest, shall be due and payable in full on September 1, 2008. Time is of the essence.

The rate of interest charged hereunder is subject to increase or decrease with each change in the Prime Rate. In the event such rate is discontinued as a standard or becomes unascertainable, Holder shall designate a comparable reference rate as a substitute therefor.

Initial

This Note is secured by, inter alia, the Pledge Agreement.

Each of the following events shall constitute an "Event of Default": (1) failure by Maker to pay within five (5) days of when due any monies owed hereunder; or (2) default in the performance of any of the covenants, conditions or obligations contained in any of the Loan Documents.

Following an Event of a Default: (1) the unpaid principal amount and any other sums advanced hereunder, together with all unpaid interest, shall, at the sole option of Holder, and without demand or notice of any kind be declared, and thereupon immediately become due and payable, and may be collected forthwith, regardless of the stipulated Maturity Date; (2) at Holder's sole option, the interest rate shall become the rate set out above plus three percent (3%) commencing with and continuing for so long as this Note or any portion hereof is in default.

Presentment for payment, protest, notices of demand and non-payment and all other notices are hereby waived by Maker.

No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, no acceptance of a past due installment shall constitute a novation of this Note or a reinstatement of the indebtedness evidenced hereby. And no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, including, the right of Holder to insist upon strict compliance with the terms of this Note. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

Maker may prepay this Note, in whole or in part, without penalty or premium.

If more than one party shall execute this Note, the term Maker as used herein shall mean all parties signing this Note and each of them who shall be jointly and severally obligated hereunder.

This Note is executed and delivered in the State of Georgia and is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia. Maker agrees that all actions or proceedings arising in connection with this Note shall be tried and litigated exclusively in Cobb County, Georgia. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature.

As used herein, the terms "Maker," "Payee," and "Holder" shall be deemed to include their respective successors, legal representatives, and assigns, whether by voluntary action of the parties or by operation of law.

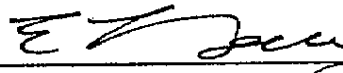

If from any circumstances whatsoever fulfillment of any provision of this Note, at the time performance of such provision shall be due shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such

Initial

validity, all interest collected exceeding that permitted by applicable law shall be credited to the principal balance of this Note (or, if the Note has been paid in full, refunded to Maker) so that in no event shall any exaction be possible over the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this Paragraph shall control every other provision of the Security Deed, the Loan Documents and this Note.

IN WITNESS WHEREOF, Maker has executed and sealed this Note as of the day and year first above written.

GIVEN UNDER HAND AND SEAL OF
THE UNDERSIGNED
Granite Creek Investment Corporation

By:  [SEAL]
Edward L. Terry, President


Initial

EXHIBIT “B”

STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT (the "Agreement") is made and entered into as of the 1st day of September, 2007, by and between Gary R. Rhineheart, an individual residing in the State of Georgia (hereinafter referred to as "Pledgee"), and Granite Creek Investment Corporation (hereinafter referred to as "Pledgor").

W I T N E S S E T H:

WHEREAS, Pledgor has executed and delivered to Pledgee a Secured Promissory Note (the "Note") of even date herewith in the original principal amount of One million eight hundred eleven thousand six hundred eighty seven and no/100 dollars (\$1,811,687.00); and

WHEREAS, Pledgor has agreed to secure the aforesaid indebtedness by pledging certain shares of stock held by Pledgor, as hereinafter described, pursuant to the terms hereof;

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained and for \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Creation of Security Interest. Pledgor hereby transfers and assigns all of Pledgor's right, title and interest in and to and hereby pledges, conveys and grants to Pledgee a lien upon, security interest in and security title to ONE HUNDRED (100) shares (the "Shares") of common stock of Madison Mortgage Corporation evidenced by Certificate(s) no. 2 (the Shares and all such property hereinafter collectively referred to as the "Collateral") as collateral security for the full and timely repayment of the principal of, interest on, and all other amounts, if any, due under the Note. Pledgor hereby deposits with Escrow Agent (as defined in that certain Escrow Agreement between Pledgee, Pledgor and Escrow Agent of even date herewith [the "Escrow Agreement"]) the aforesaid certificate(s) evidencing the Shares duly endorsed in blank.

2. Representations and Warranties. Pledgor hereby represents and warrants to Pledgee as follows:

(a) As of the date hereof, Pledgor is the sole and lawful owner of the Shares with full right to deliver, pledge, assign, convey and transfer such property to Pledgee as Collateral hereunder and has made no other pledges, assignment or transfers of the Shares, and the Shares are free and clear of all claims, liens and encumbrances of all persons or entities. Except as to the pledge to Pledgee provided in this Agreement, as of the date hereof Pledgor has not assigned, pledged or granted a security interest in the Shares;

(b) This Agreement constitutes the valid and binding obligation of Pledgor enforceable against Pledgor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws presently or hereafter affecting the enforcement of creditors' rights generally; and

(c) The Shares constitute 100 of the 1000 shares of issued and outstanding capital stock of Madison Mortgage Corporation.

3. Transfer Restrictions. For so long as this Agreement remains in full force and effect, Pledgor shall not, without having received the written consent of Pledgee, transfer, hypothecate, assign, encumber, convey, distribute or otherwise dispose of all or any portion of the Shares to any other person or entity.

4. Rights of Pledgor. So long as there exists no Event of Default (as hereinafter defined), (a) Pledgor shall be entitled to vote the Shares as Pledgor so desires at all shareholder meetings or in all actions taken in lieu of such meetings, so long as any such vote does not adversely affect or adversely alter the rights of Pledgee hereunder, and (b) Pledgor shall be entitled to receive

all cash distributions declared with respect to the Shares. Simultaneously with the execution hereof, Pledgor shall execute an Irrevocable Stock Power in substantially the form attached hereto as Exhibit A and by this reference made an integral part hereof (the "Stock Power"). The Stock Power shall be irrevocable and shall remain in full force and effect until the Note is satisfied in full.

5. Rights and Remedies of Pledgee. At any time from and after an Event of Default, Pledgee may exercise any one or more of the rights and remedies granted pursuant to this Agreement or provided by law. In furtherance of Pledgee's rights and remedies hereunder and not in limitation thereof, Pledgee shall have full power and authority to demand delivery of the Shares from the Escrow Agent in accordance with the Escrow Agreement, and, upon receipt of the Collateral, to sell, assign, transfer and deliver the whole of the Collateral, or any part thereof, in such order as Pledgee may elect, at public or private sale in accordance with the Georgia Uniform Commercial Code, or other applicable law or agreement, at such price or prices, and upon such terms and conditions as Pledgee in its sole discretion may determine, and to apply the proceeds remaining after deducting all costs of sale in payment or reduction of the indebtedness in such order as Pledgee, in its sole discretion, may determine. At any such sale, Pledgee may, if it be the highest bidder, purchase any or all of the Collateral so sold, free from any right of redemption of Pledgor, and may apply unpaid indebtedness on account of or in full satisfaction of the purchase price. Pledgee also shall have the right to surrender, redeem or collect any of the Collateral and apply the proceeds thereof to the indebtedness in such order as Pledgee, in its sole discretion, may determine. If any notification to Pledgor of an intended disposition by Pledgee of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, by certified mail, return receipt requested, postage prepaid, addressed to the

Pledgor at the address of Pledgor shown at the end of this Agreement.

6. Persons Benefitted. This Agreement shall inure to the benefit of the Pledgee, its successors and assigns, and to any other holders who derive from Pledgee title to or an interest in the Note and shall be binding upon Pledgor and his heirs, its successors and assigns.

7. Waiver. Except as may otherwise be expressly provided herein, Pledgee shall not be deemed to have waived any of its rights in any of the Collateral unless such waiver be in writing, and no delay or omission by Pledgee in exercising any right shall operate as a waiver thereof or of any other rights.

8. Defaults. An Event of Default (herein referred to as an "Event of Default") shall be deemed to have occurred hereunder if, after the expiration of any applicable grace periods expressly provided for in the Note or in this Paragraph 8:

(a) Any of the amounts payable under the Note shall not be paid when due, by acceleration or otherwise;

(b) Pledgor shall breach or fail to perform, observe or comply with any covenant or condition contained in this Agreement to be performed, observed or complied with by him and the same shall continue for ten (10) days or more after written notice of such failure from Pledgee to Pledgor; or

(c) Any warranties made by Pledgor in this Agreement shall be breached in any material respect or shall prove to be false in any material respect and the same shall continue for ten (10) days or more after written notice thereof from Pledgee to Pledgor.

9. Merger; Amendments. This Agreement together with the Note and Escrow Agreement contains the sole and entire understanding between said parties hereto with respect to the

Collateral and other matters set forth herein and therein. Neither this Agreement nor any provision hereof may be changed, waived, amended, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, wavier, discharge or termination is sought. No Agreement contemplated hereunder shall terminate or supercede the Shareholder Agreement dated September 12, 2002 between Pledgee, Madison Mortgage Corporation and Edward L. Terry, but rather shall be interpreted so as to effectuate the intent of the parties to said Shareholder Agreement.

10. Termination. This Agreement and the security interest hereby created shall terminate when the amounts due under the Note have been paid and satisfied in full, and Pledgee shall thereupon execute such documents as may be reasonably required by Pledgor to evidence and give effect to such termination.

11. Governing Law. This Agreement has been made in the State of Georgia and shall be governed by the laws of the said state. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Agreement. The Parties agree that all actions or proceedings arising in connection with this Agreement, the Note or the Escrow Agreement shall be tried and litigated exclusively in Cobb County, Georgia. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall under no circumstances affect the meaning or interpretation of this

Agreement.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

14. Time of Essence. Time is of the essence of this Agreement.

15. Notices. All notices and other communications under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given when hand delivered or when mailed, postage prepaid, by certified mail, return receipt requested and addressed as follows:

If to Pledgor: Granite Creek Investment Corporation
Suite 300
2401 Lake Park Drive
Smyrna, Georgia 30080

If to Pledgee: Gary R. Rhineheart
225 West Peachtree Street NW
Atlanta GA 30305
Marietta, Georgia 30060

With a copy to Escrow Agent: David G. Bisbee
2929 Tall Pines Way
Atlanta, GA 30345

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

"PLEDGEE"

By: Gary R. Rhineheart

Gary R. Rhineheart

“PLEDGOR”

GRANITE CREEK INVESTMENT
CORPORATION

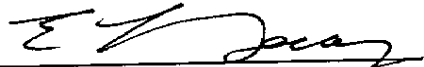
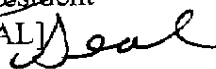
By: 
Edward L. Terry, President
[CORPORATE SEAL] 

EXHIBIT “C”

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made as of the 1st day of September, 2007, by and among **Gary R. Rhineheart**, an individual resident of the State of Georgia ("Pledgee"), **Granite Creek Investment Corporation**, a Wyoming corporation ("Pledgor"), and **David G. Bisbee**, ("Escrow Agent").

RECITALS:

WHEREAS, Pledgee and Pledgor have entered into a certain stock pledge agreement ("Pledge Agreement"), a copy of which is attached as Exhibit "A" hereto and by this reference incorporated herein; and

WHEREAS, in connection with Pledge Agreement, Pledgee and Pledgor have requested Escrow Agent to receive certain stock certificates to be held in escrow and delivered in accordance with the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **ESCROW AGENT.** David G. Bisbee hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.
2. **INITIAL DEPOSIT/ADDITIONAL DEPOSITS.** Escrow Agent shall receive an initial deposit of stock certificate(s) no. 2, representing 100 Shares of common stock of Madison Mortgage Corporation. Any additional shares deposited with Escrow Agent shall be added to the initial deposit and together with the initial deposit shall be referred to herein collectively as the "Escrow Stock."
3. **DISBURSEMENT OF ESCROW STOCK.** Escrow Agent shall disburse all or any portion of the Escrow Stock in accordance with and in reliance upon written instructions from either Pledgee or Pledgor, provided that such instructions are substantially in the form of Exhibit "A" or Exhibit "B" annexed hereto and incorporated herein. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the Escrow Stock is to be released have been fulfilled or not fulfilled, or to whom the Escrow Stock is released.
4. **DEFAULTS AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event of written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, then Escrow Agent will promptly notify all

other parties of such notice. Thereafter, Escrow Agent will decline to disburse Escrow Stock or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the Escrow Stock into a court of competent jurisdiction for a determination as to the proper disposition of said stock. In the event that the Escrow Stock is deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any. Pledgee acknowledges and agrees that Escrow Agent is also serving as Pledgor's legal counsel in connection with this transaction and that in the event Escrow Agent has delivered the Escrow Stock by interpleader or similar action into the registry of any court of competent jurisdiction, Escrow Agent shall be released and discharged of its responsibilities as Escrow Agent hereunder and shall not be deemed to have any conflict of interest or other disability in serving as counsel on behalf of Pledgor against Pledgee with regard to any legal proceedings between Pledgee and Pledgor hereunder.

5. **FEES, CHARGES AND/OR OTHER EXPENSES.** Escrow Agent shall not charge for its services hereunder unless otherwise provided, but shall be reimbursed for all costs and expenses incurred in connection with the performance of its services hereunder. Unless otherwise directed, such costs and expenses shall be charged to the Pledgor and Pledgee equally. All such costs and expenses which may become due for any reason shall be promptly paid to Escrow Agent by the party owing such amounts. Escrow Agent shall not be required to advance its own funds for any purpose provided that any such advance, made at its option, shall be promptly reimbursed by the Party for whom it is advanced, and such optional advance shall not be in admission of liability on the part of the Escrow Agent.
6. **PERFORMANCE OF DUTIES.** In performance any of its duties under this agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for damages, losses or expenses which may occur as a result if Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of its counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in this Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.
7. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage from the following:

- a. The effect of the transaction underlying this Agreement including without limitation, any defect in title, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;
 - b. The default, error, act or failure to act by any other party to the escrow;
 - c. Any defects or conditions of title to any property that is the subject of the escrow; and
 - d. Escrow Agent's compliance with any legal process including, but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.
8. **HOLD HARMLESS.** Pledgor and Pledgee shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims, and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.
9. **TERMINATION.** This Agreement shall terminate upon the first to occur of (a) the disbursement by Escrow Agent of all the Escrow Stock; or (b) the joint written instructions of Pledgor and Pledgee.
10. **RELEASE OF ESCROW STOCK.** Delivery of the Escrow Stock so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligation of any nature or character at law or in equity to the parties hereto or under this Agreement.
11. **NOTICES.** Notices required hereunder shall be in writing, and shall be addressed to the parties as follows:

To Pledgee: Gary R. Rhineheart
225 WEST PALMS AVENUE
ATLANTA GA 30305
 Attention: GARY RHINEHEART
 Fax No.: 404 237 0446

To Pledgor: Granite Creek Investment Corporation
P.O. Box 601

TETON VILLAGE, WY 83025
Attention: EDWARD L. TERRY
Fax No.: 770-436-2153

To Escrow Agent: David G. Bisbee
2929 Tall Pines Way
Atlanta, Georgia 30345
Fax No.: (770) 783-8595

12. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
13. **GEORGIA LAWS.** This Agreement shall be governed by and construed in accordance with the Laws of Georgia. The Parties agree that all actions or proceedings arising in connection with this Escrow Agreement shall be tried and litigated exclusively in Cobb County, Georgia. The aforementioned choice of venue is intended by the Parties to be mandatory and not permissive in nature.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above:

Pledgee:

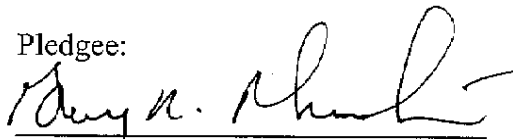

David G. Bisbee

EXHIBIT "A"
PLEDGEE'S INSTRUCTION LETTER

David G. Bisbee
2929 Tall Pines Way
Atlanta, GA 30345

Re: Escrow Agreement date September 1, 2007 by and among Gary R. Rhineheart ("Pledgee"), Granite Creek Investment Corporation ("Pledgor") and David G. Bisbee ("Escrow Agent") (the "Escrow Agreement")

Dear Mr. Bisbee:

The undersigned is the Pledgee as defined in the Escrow Agreement.

Pursuant to paragraph 3 of the Escrow Agreement, Pledgee hereby instructs you, as Escrow Agent, to deliver the Escrow Stock to Pledgee at the following address:

Pledgee represents and warrants that (1) a default has occurred under that certain Stock Pledge Agreement dated September 1, 2007 by and between Pledgee and Pledgor (2) all applicable grace periods with respect to said default have expired, and (3) Pledgee is entitled to delivery of the Escrow Stock in accordance with all agreements between Pledgee and Pledgor.

Sincerely,

Gary R. Rhineheart
Pledgee

EXHIBIT "B"
PLEDGOR'S INSTRUCTION LETTER

David G. Bisbee
2929 Tall Pines Way
Atlanta, GA 30345

Re: Escrow Agreement date September 1, 2007 by and among Gary R. Rhineheart ("Pledgee"), Granite Creek Investment Corporation ("Pledgor") and David G. Bisbee ("Escrow Agent") (the "Escrow Agreement")

Dear Mr. Bisbee:

The undersigned is the Pledgor as defined in the Escrow Agreement.

Pursuant to paragraph 3 of the Escrow Agreement, Pledgor hereby instructs you, as Escrow Agent, to deliver the Escrow Stock to Pledgor at the following address:

Pledgor represents and warrants that (1) Pledgor has made all payments due Pledgee under the Note (as defined in that certain Stock Pledge Agreement dated September 1, 2007 by and between Pledgor and Pledgee) and (2) Pledgor is entitled to delivery of the Escrow Stock in accordance with all agreements between Pledgee and Pledgor.

Sincerely,
Granite Creek Investment Corporation
Pledgor

By: _____
Edward L. Terry, President