

AGREEMENT NOT TO TRANSFER OR ENCUMBER

THIS AGREEMENT, made as of the 6th day of July, 1987, by and between FRANK KOVACH, JR. and BILLY D. EDDLEMAN, being the sole general partners of 280 ASSOCIATES, LTD., an Alabama limited partnership (the "Assignors") and SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, a national banking association ("Lender").

R E C I T A L S:

Assignors are the sole general partners and two of three limited partners of 280 Associates, Ltd., an Alabama limited partnership ("Partnership"), which partnership is the owner of certain real estate located in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Estate"). Assignors have assigned to Lender their partnership interests in the Partnership and have made certain other agreements relating to the Real Estate pursuant to an Assignment and Security Agreement dated July 6, 1987, between Assignors and Lender (the "Assignment"). Lender further requires that Assignors enter into this Agreement which shall be placed of record in the Probate Office of Shelby County, Alabama.

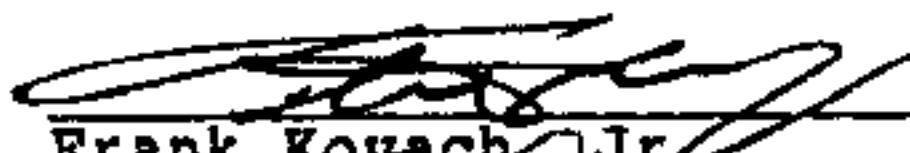
NOW, THEREFORE, in consideration of the establishment of a certain letter of credit at the request of Assignors, Assignors have agreed with Lender that Assignors will not


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(1) sell or transfer or permit any sale or transfer of any interest in the Real Estate, or (2) mortgage or otherwise encumber or permit to exist any encumbrance upon the Real Estate, excepting only such transfers and such encumbrances as are expressly permitted in the Assignment, the terms of which are incorporated herein by this reference, and any attempted transfer or encumbrance shall be void and of no force and effect.

This Agreement shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama at the expense of Assignors and shall be indexed in the grantor index in the names of Frank Kovach, Jr., Billy D. Eddleman, and 280 Associates, Ltd.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.



Frank Kovach, Jr.


Billy D. Eddleman

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STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Kovach, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of July, 1987.

Michael K. Sheriff
Notary Public

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billy D. Eddleman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 6th day of July, 1987.

Michael K. Sheriff
Notary Public

This instrument was prepared by:
Dwight L. Mixson, Jr.
3000 SouthTrust Tower
Birmingham, AL 35203
(205) 251-3000

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EXHIBIT A

Parcel I:

Lot 11, according to the Survey of Cahaba Park South as recorded in Map Book 9, Page 164 in the Probate Office of Shelby County, Alabama.

Parcel II:

Lot 14-A, according to the Amended Map of a Resurvey of Lot 14, Cahaba Park South as recorded in Map Book 10, Page 15 in the Probate Office of Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 JUL -7 AM 11:35

Thomas A. Swann, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$10 ⁰⁰
Index Fee	1 ⁰⁰
TOTAL	\$11⁰⁰

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