

NON-ENCUMBRANCE AGREEMENT

THIS AGREEMENT, dated this 26th day of April, 2000, between
Charles Poe and James Gunter, ("Borrower") and
SOUTHTRUST BANK, NATIONAL ASSOCIATION, a national association, ("Bank").

RECITALS

- A. Borrower is indebted to Bank pursuant to that certain Note dated of even date herewith the ("Note").
- B. As a condition to its advancement of funds pursuant to the Note, Bank has required that Borrower agree in writing not to convey or encumber certain real property owned by Borrower on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of Bank's advancement of funds pursuant to the Note, Borrower hereby covenants and agrees with Bank as follows:

1. Borrower is the owner of the real property described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate"), which constitutes all real property used or useful by Borrower in the operation of a _____. The Real Estate is not subject to any mortgages, lien or other encumbrances.
2. As long as the Non-Encumbrance Agreement remains in effect Borrower will not, without the prior written consent of Bank, (a) Sell, transfer or convey the Real Estate or any interest therein or (b) create or suffer to exist any lien, mortgage security interest, encumbrance, easement or restriction with respect to the Real Estate.

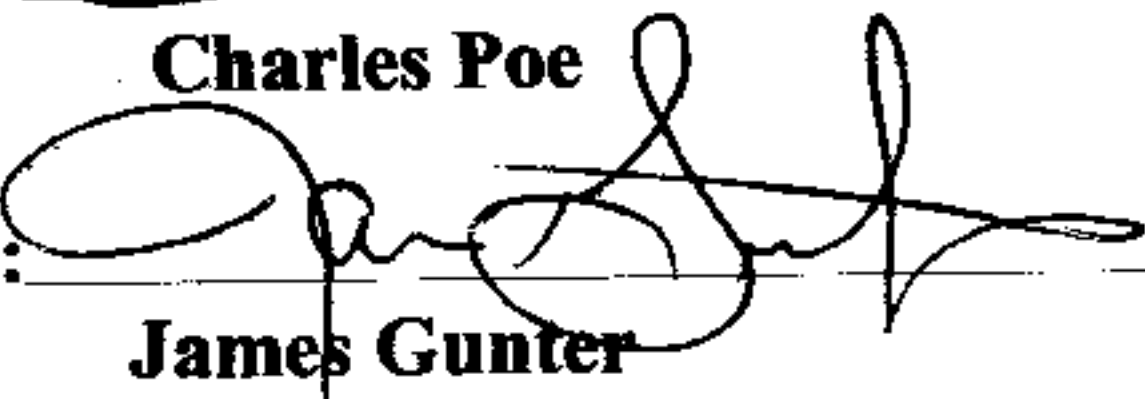
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3. "Borrower" will pay all taxes, assessments, dues and charges of every kind imposed or levied, or which may be imposed or levied upon the real property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent.

IN WITNESS WHEREOF, Borrower has executed and delivered this instrument, on the day and year first above written.

By: 
Charles Poe

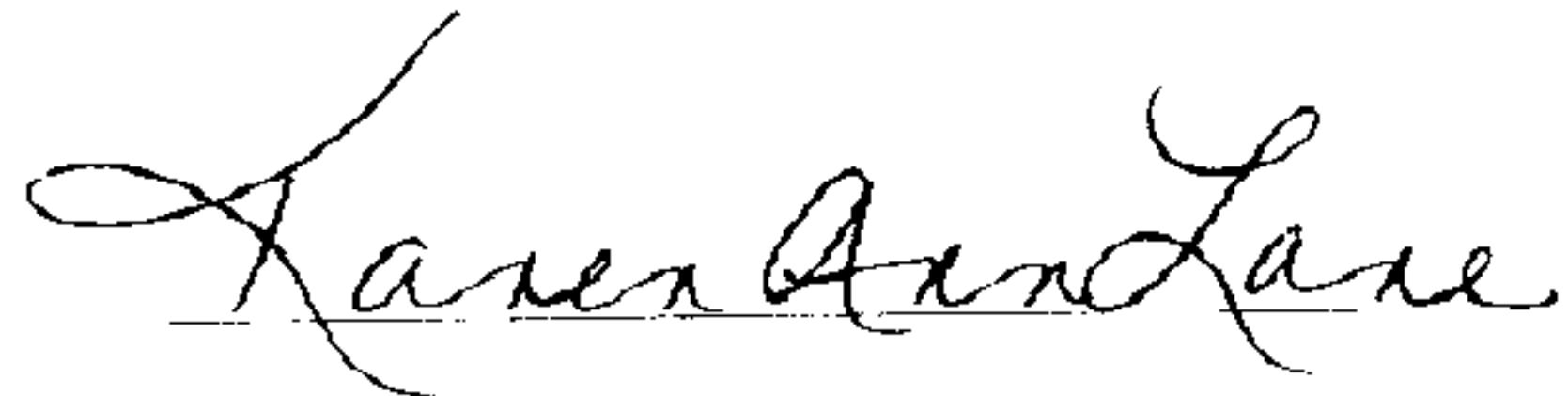
By: 
James Gunter

By: _____

STATE OF ALABAMA

Jefferson County

I, Karen Ann Lane, a Notary Public in and for said County, in said State, hereby certify that Charles Poe and James Gunter whose name(s) are signed to the foregoing Agreement, and who is known to me acknowledge before me on this day, this day, this being informed on the contents of said Agreement, he, with full authority, executed the same voluntarily.



Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES

This instrument was prepared by Chris Thornton

2003

Commercial Lender _____ of SouthTrust Bank, N.A., P.O. Box 2554,

Birmingham, Alabama 35290.

EXHIBIT A

**3105 3rd Sector Phase I and Eddleman recorded Map 21 Page 124 the the
Office of the Judge of Probate of Shelby County, AL.**

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