

STATE OF ALABAMA)
)
SHELBY COUNTY) This Instrument was prepared by
) NEWMAN & SEXTON, Attorneys at Law
) 310 Lorna Professional Building
) Birmingham, Alabama 35216

AGREEMENT NOT TO ENCUMBER

THIS AGREEMENT made this the 26th day of February, 1993, by and between Keith A. Dillard and Barbara L. Dillard, husband and wife, (herein collectively referred to as the "Dillards") and New South Federal Savings Bank, (herein "New South").

WITNESSETH

WHEREAS, the Dillards have applied for and New South has agreed to a loan in the amount of \$195,635.53; and

WHEREAS, the loan to the Dillards is subject to certain conditions, including but not limited to a first mortgage on the real estate situated in Shelby County, Alabama, to wit:

Commencing at the SW corner of NW1/4 of NE1/4 of Section 36, Township 19 South, Range 3 West, run eastward along the Southern line of said 1/4-1/4 Section 311.97 feet, more or less, to a point in the Southeasterly line of Shelby County Road #17; thence continuing along the Southern line of said 1/4-1/4 Section 909.59 feet; thence turn an angle to the left of 90 degrees 45 minutes 51 1/4 seconds and run Northward parallel with the East line of said 1/4-1/4 Section 73.82 feet to the point of beginning of the parcel herein described; thence turn an angle to the left of 37 degrees 08 minutes and run Northwestward 508.89 feet, more or less, to the southeastern line of said Shelby County Road #17; thence turn an angle of 90 degrees 00 minutes to the right and run along the Southeastern line of said road a distance of 100 feet; thence turn an angle to 02 degrees 17 minutes to the right and continue along the Southeastern line of said road a distance of 277.85 feet to a point which is 100.0 feet West of the East line of said 1/4-1/4 Section; thence turn an angle of 124 degrees 51 minutes to the right and run South, parallel with the East line of said 1/4-1/4 Section, a distance of 625.78 feet to the point of beginning. Situated in Shelby County, Alabama, (herein the "Real Property"),

and also a security interest in certain personal property located on the Real Property (herein the "Business Property", which is defined as all equipment, parts, accessories, attachments, additions, other goods, and accessions, and all replacements thereof now or hereafter installed in, affixed to, or otherwise used in connection with the Dental Office of Keith A. Dillard); and

WHEREAS, as further consideration for the loan, neither the Real Property nor the Business property is to be become further encumbered, whether voluntarily or otherwise;

03/05/1993-06:18:16
08:09:18
SHELBY COUNTY JUDGE OF PROBATE
DOE MCD
9.00

NOW THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars paid and acknowledged each to the other, the Dillards and New South agree as follows:

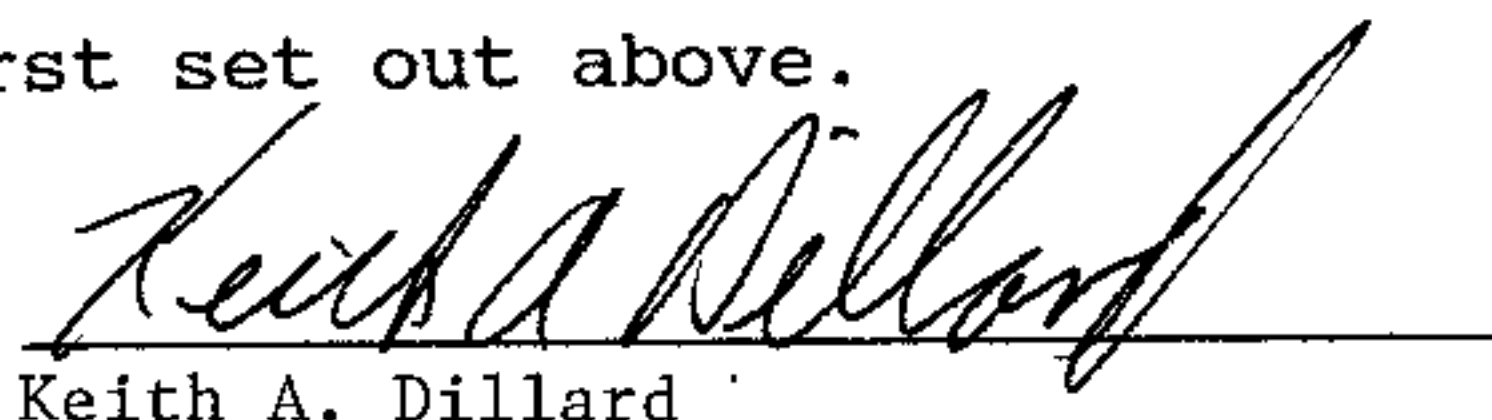
1. That the Dillards will in no wise further encumber, nor allow to become encumbered, the Real Property being mortgaged, nor the Business Property, whether such encumbrance be voluntary or otherwise.

2. That in the event the Real Property or the Business Property shall become further encumbered, whether such encumbrance be voluntary, or otherwise, NewSouth may, at its option, require immediate payment in full of all sums secured by its Real Property Mortgage or Business Property Mortgage.

If New South exercises this option, New South shall give the Dillards notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which the Dillards must pay all sums secured by the Real Property Mortgage and Security Instrument. If the Dillards fail to pay these sums prior to the expiration of this period, New South may invoke any remedies permitted by its agreements without further notice or demand on the Dillards.

3. That this agreement shall run with the land and inure to the benefit of the successors and/or assigns of New South.

Agreed to the day and date first set out above.


Keith A. Dillard


Barbara L. Dillard

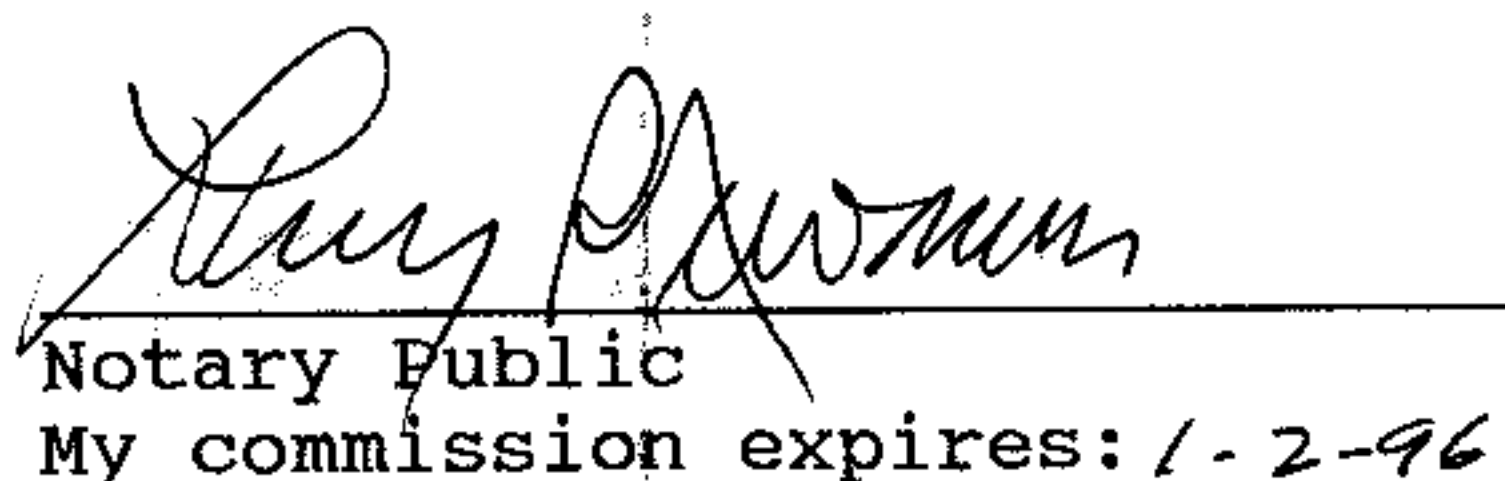
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State of Alabama, hereby certify that Keith A. Dillard and Barbara L. Dillard, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me this date, that being informed of the contents of this instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and seal on this the 26th day of February, 1993.

Inst # 1993-06168

03/05/1993-06168
08:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00


Notary Public
My commission expires: 1-2-96