

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT NOT TO MORTGAGE; ENCUMBER OR CONVEY REAL ESTATE

WHEREAS, J. Brooke Johnston (the "Guarantor") and Riverchase Office Partners (the "Borrower") have requested NATIONAL BANK OF COMMERCE OF BIRMINGHAM (the "Bank") to extend credit in aggregate amount of \$483, 077 promissory note dated of even date herewith in such amount; and

WHEREAS, in consideration of the Bank extending credit to Riverchase Office Partners and J. Brooke Johnston, the Guarantor has agreed to execute this Agreement Not to Mortgage, Convey or Encumber certain real estate described in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises and as an inducement to the Bank to extend credit to the Borrower, the Guarantor hereby agrees not to sell, convey, mortgage, pledge, assign or otherwise transfer, dispose of or encumber any right, title or interest, now owned or hereafter acquired by the Guarantor, in and to the real estate described in Exhibit A attached hereto and made a part hereof without the prior written consent of the Bank, so long as all or any portion of the obligations, including any interest due or to become due thereon or any other amounts due under the obligations, remains unpaid.

The Guarantor further agrees that if any payment of obligations is not paid as and when due the Guarantor will forthwith execute or cause the respective title owner to execute a mortgage in favor of the Bank, conveying to the Bank a valid lien in and to the real estate herein above described in order to secure all obligations.

Neither any failure nor any delay on the part of the Bank in exercising any right, power or privilege hereunder or under the loan, or the application or note therefore shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other right, power or privilege.

IN WITNESS WHEREOF, the Guarantor intending to be bound by the promissory note hereof have executed this instrument as of the 25th day of May, 1993.

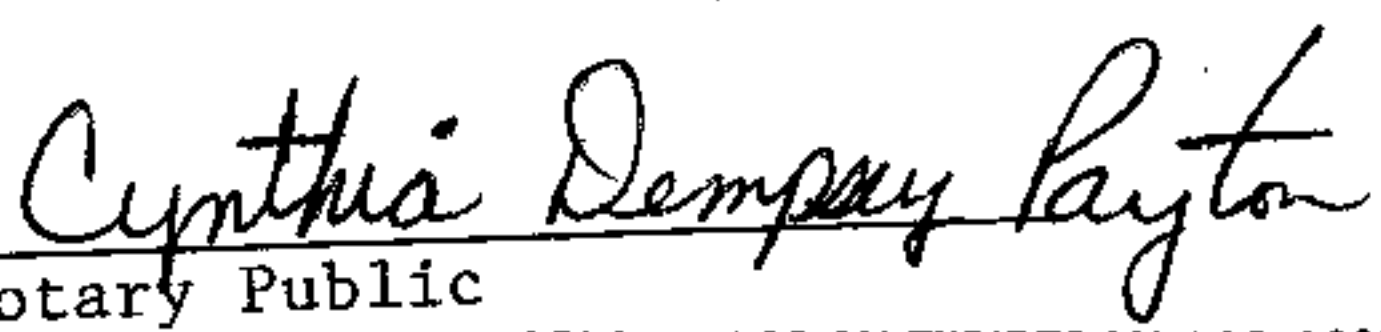

J. Brooke Johnston

Inst # 1993-23249

08/06/1993-23249
10:38 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD 11.00


Notary Public

MY COMMISSION EXPIRES MAY 16, 1995

5-25-93
Date

EXHIBIT "A"

Lot 36, according to the Survey of Mountain Brook Estates, as recorded in Map Book 16, Page 76 and 77, in the Probate Office of Jefferson County, Alabama.

Inst. # 1993-23249

08/06/1993-23249
10:38 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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