

References herein to AmSouth Bank N.A.
shall be deemed to refer to AmSouth Bank
of Alabama.

STATE OF ALABAMA)
 SHELBY COUNTY)

AGREEMENT NOT TO MORTGAGE OR ENCUMBER REAL ESTATE

Whereas, ROBERT J. NORTH AND DOROTHY E. NORTH HUSBAND AND WIFE (the
"Borrower") has requested AMSOUTH BANK, N. A. (the "Bank") to issue a loan to
them for the purpose of PURCHASING THEIR PRIMARY RESIDENCE
in the principal amount of \$ 357,500.00
(THREE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100'S),
to be evidenced by promissory noted dated this 9TH day of
MAY, 1995, hereinafter referred to as the Loan, together with any extensions
or renewals, and

INITIALS DN

Whereas, in consideration of the Bank issuing the Loan to the Borrower, the Borrower
has agreed to execute this agreement not to mortgage or otherwise encumber certain real
property described in Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the premises and as and inducement to the Bank
to issue the Loan, the Borrower, hereby agrees not to lease, mortgage, pledge, assign, to
otherwise encumber any right, title, or improvements situated in SHELBY
COUNTY, Alabama, described in Exhibit A attached hereto and made part hereof,
without the prior written consent of the Bank, so long as all or any portion of the Loan
(including without limitation, all renewals and extensions of said loan or any part thereof)
or any interest due or to become due thereon, or any other amounts due under the loan,
remain unpaid.

The Borrower further agrees that if any payment due to be made pursuant to the Loan, is
not paid as and when due, the Borrower will forthwith execute a mortgage in favor of the
Bank, conveying to the Bank a valid lien in and to all real property hereinabove described
in order to secure all amounts payable under the Loan, any interest then due or to become
due thereon and all obligations of the Borrower, provided, however, that nothing
contained herein shall be construed to limit any right or remedy which the Bank shall have
under the Loan, or under applicable law upon the occurrence of any event of default,
including without limitation, failure to pay a payment when and as due, under the Loan.

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

05/10/1995-12273
12:45 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

Inst # 1995-12273

IN WITNESS WHEREOF, the Borrower has executed this instrument as of the
9TH day of MAY, 1995

Robert J. North
ROBERT J. NORTH

Dorothy E. North
DOROTHY E. NORTH

ACKNOWLEDGMENT OF INDIVIDUAL(S)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I (We), the undersigned authority, a Notary Public, in and for said county in said state,
hereby certify that ROBERT J. NORTH

has signed to the foregoing instrument, and who is (are) known to me, acknowledged
before me on this day that, being informed of the contents of said instrument, executed
the same voluntarily the same bears date.

Given under my hand and official seal this 9TH day of
MAY, 1995.

Brenton Bailey
Notary Public

My Commission Expires: 10/12/98

NOTARY MUST AFFIX SEAL

STATE OF Alabama
Shelby COUNTY)

I (WE), THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC, IN AND FOR SAID COUNTY
IN SAID STATE, HEREBY CERTIFY THAT DOROTHY E. NORTH
HAS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS (ARE) KNOWN TO ME,
ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF
SAID INSTRUMENT, EXECUTED THE SAME VOLUNTARILY ON THE SAME BEARS DATE.

GIVEN UNDER MY HAD AND OFFICIAL SEAL THIS 9th DAY OF MAY, 1995.

Brenton Bailey
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/12/98

EXHIBIT "A"

**LOT 3026, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB 30TH
ADDITION, AS RECORDED IN MAP BOOK 13, PAGE 88 A & B, IN THE PROBATE
OFFICE OF SHELBY COUNTY, ALABAMA.**

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