

STATE OF ALABAMA)
SHELBY COUNTY)

**AGREEMENT NOT TO MORTGAGE OR ENCUMBER
REAL ESTATE**

Whereas, AVERY L. HURT AND KATHRYN D. HURT, HUSBAND AND WIFE, (hereinafter, the "Borrower") have requested AMSOUTH BANK OF ALABAMA (the "Bank") to issue a loan to them for the purpose of PURCHASING THEIR PRIMARY RESIDENCE in the principal amount of \$68,000.00 (Sixty-eight Thousand and no/100 dollars), to be evidenced by promissory note dated this 15th day of June, 1995, hereinafter referred to as the Loan, together with any extensions or renewals, and

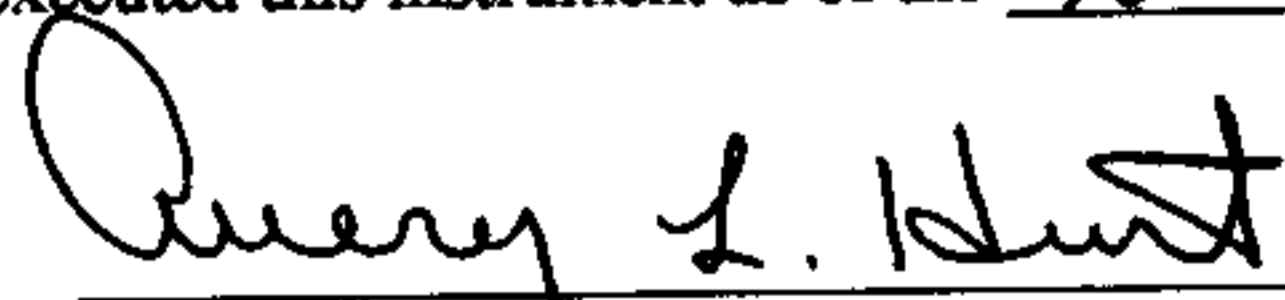
Whereas, in consideration of the Bank issuing the Loan to the Borrower, the Borrower has agreed to execute this agreement not to mortgage or otherwise encumber certain real property described in Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the premises and as an 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.

IN WITNESS WHEREOF, the Borrower has executed this instrument as of the 15th day of June, 1995.


AVERY L. HURT


KATHRYN D. HURT

Return to:
M. A. Spears

06/21/1995-16233
12:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB HCD 13.50

Inst # 1995-16233

ACKNOWLEDGMENT OF INDIVIDUALS

STATE OF ALABAMA)

Shelby COUNTY)

I (We), the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that AVERY L. HURT AND KATHRYN D. HURT have signed the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily.

Given under my hand and official seal this 15th day of June, 1995.

Devin J. Spear
Notary Public

My commission expires:

9/98

Exhibit A

Lots 13 and 14, in Block 78, according to Dunstan's Survey of the Town of Calera,
Alabama.

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