

NON-ENCUMBRANCE AGREEMENT

THIS AGREEMENT, dated this 27th day of August, 1995, between RIVERCHASE PRESBYTERIAN CHURCH, ("Borrower") and SOUTHTRUST BANK OF ALABAMA, 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 and covenants 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 church.

The Real Estate is not subject to any mortgages, liens or other encumbrances.

2. As long as the Non-Encumbrance Agreement remains in effect Borrower will not, without the prior written consent of Bank, (1) sell, transfer or convey the Real Estate or any

Inst # 1996-29235
09/05/1996-29235
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interest therein or (b) create or suffer to exist any lien, mortgage security interest, encumbrance, easement or restriction with respect to the Real Estate.

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.

RIVERCHASE PRESBYTERIAN CHURCH

BY: James A. Pressler
Reeta Beecham
Cliff C. Somers

STATE OF ALABAMA

Jefferson County

I, Norma W. Lyle, a Notary Public in and for said County, in said State, hereby certify that Reeta Beecham, Jim Pressler and Cliff Sommers, whose name ^{s are} ~~is~~ signed to the foregoing Agreement, and who ^{are} ~~is~~ known to me acknowledged before me on this day, this being informed on the contents of said Agreement, they, with full authority, executed the same voluntarily.

Norma W. Lyle
Notary Public
My Commission Expires: 12-7-96

This instrument was prepared by Troy D. Mahone
whose name as Commercial Loan Officer of SouthTrust Bank of
Alabama, N. A., P. O. Box 2554, Birmingham, Alabama 35290.

RIVERCHASE PRESBYTERIAN CHURCH

Exhibit "A"

Property located at 600 Riverchase Parkway, West, Birmingham, Alabama, more particularly described as:

Lot 46 Riverchase West Map Book 6, Page 78, Section 24, Township 19 South, Range 3 West situated in Shelby County, Alabama.

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