

instrument prepared by and
to be returned to:
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NON-ENCUMBRANCE AGREEMENT

This Agreement is entered into as of the 9th day of July, 2003, by and between FAITH PRESBYTERIAN CHURCH, a non-profit corporation (the "Borrower") and REGIONS BANK, an Alabama banking corporation (the "Bank").

WITNESSETH:

WHEREAS, the Borrower has requested the Bank make a loan (the "Loan") to the Borrower in the principal amount of up to \$1,400,000.00 represented by that certain Promissory Note (together with any and all amendments thereto at any time made, and together with any and all promissory notes at any time given in extension or renewal of, or in substitution or replacement for, such Promissory Note, the "Note") of the Borrower in said principal amount of even date herewith, all as more specifically set forth in that certain Construction Loan Agreement of even date herewith (together with any and all amendments thereto at any time made, the "Loan Agreement"); and

WHEREAS, the Bank is willing to make said Loan and extend said credit as described above on condition that the Borrower execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the Bank's agreement to make the Loan and extend the credit as described above and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower hereby agrees as follows:

1. Unless the Bank shall otherwise agree in writing, the Borrower will not sell, transfer, lease, mortgage, pledge, grant or permit to exist a security interest or lien upon, or otherwise dispose of any of the assets and/or property described on Exhibit A attached hereto, except as follows:

(a) Liens for taxes, assessments or similar charges, incurred in the ordinary course of business that are not yet due and payable (provided that Borrower agrees that all such amounts owing by Borrower will be paid on or before the due date thereof);

(b) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property by the Borrower, and none of which is violated in any material respect by existing or proposed structures or land use; and

(c) Liens in favor of the Bank.

2. The Borrower will maintain insurance with an insurance company reasonably satisfactory to the Bank on each of its properties in such amounts and against such risks as is customarily maintained in its business, including insurance on its fixed assets and other properties, workmen's compensation and similar insurance required by law, adequate public liability insurance, and such additional insurance as the

Bank reasonably may request. The Borrower shall furnish to the Bank such evidence of insurance as the Bank may require.

3. This Agreement shall not be terminated until one of the Bank's officers signs a written termination agreement, and Bank agrees to sign such a termination agreement upon Borrower paying in full all amounts owing to Bank in connection with the Loan; provided, however, that in no event shall the Bank be obligated to terminate this Agreement if there shall be existing any Event of Default under the Loan Agreement or any other matter of default in any other agreement between Bank and Borrower, and (i) until payment in full of all amounts owing to Bank in connection with the Loan and (ii) the expiration of the applicable period for avoiding or setting aside such payment under bankruptcy or insolvency laws (provided that Bank agrees that the execution and delivery of the termination agreement shall not be delayed if Borrower provides to Bank such evidence as Bank may reasonably require to assure Bank that such payment will not be so set aside). Even if the Borrower should pay all amounts owing to Bank in connection with the Loan, this Agreement will continue until the written termination agreement referred to above has been executed by the Bank. No termination of this Agreement shall in any way affect or impair the representations, warranties, agreements, covenants, obligations, duties and liabilities of the Borrower or the powers, rights and remedies of the Bank under the Loan Agreement or any documents and instruments executed in connection therewith, all of which shall survive such termination.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Agreement as of the day and year first above written.

BORROWER:

FAITH PRESBYTERIAN CHURCH

By: W. C. L. Good

Its: Trustee

BANK:

REGIONS BANK

By: [Signature]

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Clark Goodwin, whose name as a Trustee of Faith Presbyterian Church, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of July, 2003.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 2/13/07

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Taylor, whose name as Vice President of Regions Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 9th day of July, 2003.

(SEAL)

[Signature]
Notary Public

My Commission Expires: 2/13/07

EXHIBIT A

A parcel of land located in the NE 1/4 of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of said Section 15; thence in a Northerly direction along the Westerly line of said 1/4 – 1/4 section, a distance of 316.55 feet to the point of beginning; thence continue Northerly along the same course 639.07 feet to a point to the Southeasterly right of way line of Buckton Road; thence an interior angle left of 131 degrees, 08 minutes, 35 seconds left in a Northeasterly direction along said Southeasterly right of way line, a distance of 4.18 feet to the beginning of a curve to the left having a radius of 312.26 feet and a central angle of 22 degrees, 03 minutes, 10 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line a distance of 120.19 feet to end of said curve; thence continue in a Northeasterly direction along line tangent to said curve and right of way line a distance of 195.50 feet to the beginning of a curve to the left having radius of 424.18 feet and a central angle of 14 degrees, 27 minutes, 30 seconds; thence continue in a Northeasterly direction along arc of said curve and right of way line a distance of 107.05 feet to the end of said curve; thence continue in a Northeasterly direction and along a line tangent to said curve and right of way line a distance of 28.48 feet; thence 45 degrees, 17 minutes, 50 seconds right in a Northeasterly direction and along said right of way line a distance of 70.34 feet to a point on the Southerly right of way line of Valleydale Road; thence 45 degrees, 17 minutes, 50 seconds right in a Southeasterly direction and along said Southerly right of way line, a distance of 166.82 feet to the PC of a curve to the left having a radius of 1185.91 feet and a central angle of 12 degrees, 17 minutes, 47 seconds; thence continue in a Northeasterly direction along arc of said curve 254.51 feet; thence an interior angle left of 120 degrees, 17 minutes, 37 seconds Southeasterly 307.56 feet; thence an interior angle left of 126 degrees, 44 minutes, 26 seconds a distance of 50.91 feet; thence an interior angle right of 133 degrees, 37 minutes, 45 seconds Southeasterly 371.67 feet to the Northerly line of Wildwood Circle Subdivision; thence an interior angle left of 102 degrees, 14 minutes, 18 seconds Southwesterly 271.86 feet; thence an interior angle left of 66 degrees, 44 minutes, 46 seconds Northwesterly 221.56 feet; thence an interior angle right of 66 degrees, 45 minutes, 09 seconds Southwesterly a distance of 781.32 feet to the point of beginning.

Situated in Shelby County, Alabama.