

This instrument prepared by and after
recordation should be returned to:

Phillip D. Corley, Jr., Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

STATE OF ALABAMA)

JEFFERSON COUNTY)

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT (the "Agreement") is made and entered into as of the 27th day of February, 2004, by and between **Riverchase Baptist Church**, an Alabama corporation (the "Borrower") and **Compass Bank**, an Alabama state banking corporation (the "Bank")

WHEREAS, the Borrower has requested that the Bank make a loan to the Borrower in the maximum principal amount of Two Million Forty Thousand and No/100 Dollars (\$2,040,000.00) (the "Loan"), and the Bank has agreed to make the Loan on the condition that the Borrower execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the Loan and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Borrower agrees as follows:

1. **Transfer or Encumbrance of the Property.** Borrower is the owner in fee simple of the real estate described on Exhibit "A" and all improvements thereon (the "Property"). Borrower acknowledges that the Bank has examined and relied on the creditworthiness of Borrower and experience of Borrower in owning and operating the Property in agreeing to make the Loan to Borrower, and that the Bank will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property and Borrower's ability to repay the Loan. Borrower acknowledges that the Bank has a valid interest in maintaining the value of the Property. Borrower shall not, without the prior written consent of the Bank, sell, convey, alien, mortgage, encumber, pledge or otherwise transfer the Property or any part thereof, or permit the Property or any part thereof to be sold, conveyed, aliened, mortgaged, encumbered, pledged or otherwise transferred.

2. **Insurance.** Borrower shall keep or cause to be kept the Property insured against loss or damage by fire, extended coverage perils, vandalism, malicious mischief, and any such other hazards, casualties, or other contingencies as from time to time may be required by the Bank in such manner and in such companies and amounts as the Bank may approve. All such insurance shall be replacement cost coverage rather than actual cash value coverage. Borrower shall cause duplicate originals of any and all such insurance policies to be deposited with the Bank. At least fifteen (15) business days prior to the date the premiums on each such policy or policies shall become due and payable, Borrower shall furnish to the Bank evidence of the payment of such premiums. Borrower agrees that Borrower will not take any action or fail to take any action, which action or inaction would result in the invalidation of any insurance policy required hereunder. Borrower shall give

immediate notice in writing to the Bank of any loss or damage to the Property caused by any casualty. If Borrower fails to keep the Property insured as above specified, the Bank may at its option and sole discretion, and at Borrower's expense, insure the Property for its insurable value against loss by fire, wind and other hazards as specified above for the sole benefit of the Bank.

3. **Taxes and Assessments.** Borrower will pay all taxes and assessments against or affecting the Property as the same shall become due and payable, and, if Borrower fails to do so, the Bank may pay them, together with all costs and penalties thereon, at Borrower's expense. Notwithstanding the foregoing, Borrower may in good faith by appropriate proceedings contest the validity of such taxes and assessments and, pending such contest, Borrower shall not be deemed in default hereunder due to such nonpayment if (i) prior to delinquency of the asserted tax or assessment, Borrower furnishes the Bank an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to the Bank, or with surety acceptable to the Bank, in the amount of the tax or assessment being contested by Borrower, and a reasonable additional sum to pay all possible costs, interest and penalties imposed or incurred in connection therewith, and (ii) Borrower promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final.

4. **Waste, Demolition, Alteration, Replacement or Repair of Property.** Borrower shall cause the Property and every part thereof to be maintained, preserved, kept safe and in good repair, and in good working condition. Borrower shall not commit or permit waste thereon. Borrower shall not remove, demolish or alter the design or structural character of the Project or the Property now or hereafter erected on the Real Estate without the express prior written consent of the Bank. Borrower shall comply with all laws and regulations of any governmental authority with reference to the Property and the manner and use of the same, and shall from time to time make all necessary and proper repairs, renewals, additions and restorations thereto so that the value and efficient use thereof shall be fully preserved and maintained. Borrower will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Property. Borrower agrees not to remove any of the fixtures included in the Property without the express prior written consent of the Bank and unless the same is immediately replaced with like property of at least equal value and utility.

The Bank and other persons authorized by the Bank shall have access to and the right to enter and inspect the Property at all reasonable times, and upon reasonable notice to Borrower, including monthly inspections if deemed necessary by the Bank. In the event the Bank finds that Borrower is not maintaining the Property as referenced herein, the Bank shall notify Borrower in writing of the needed repairs and Borrower shall have ten (10) business days to make satisfactory arrangements to bring the Property back to good condition. If after such time, satisfactory arrangements have not been made to bring the Property back to good condition as determined by the sole discretion of the Bank, the Bank shall have the right to make the repairs required at the expense of Borrower as previously enunciated in this Agreement, or shall have the right to declare the Loan to be at once due and payable.

5. **Financial Statements.** Borrower shall deliver to the Bank quarterly financial statements, including an income statement and balance sheet, and such other collateral and financial information as may be requested by Bank from time to time.

6. **Notice of Litigation.** Borrower consents and agrees that it will give notice to the Bank of any litigation in which Borrower becomes involved and will continue to thereafter provide to the Bank periodic statements of the status and progress of such litigation as may be requested by the Bank.

7. **Hold Harmless.** Borrower will defend, at its own cost and expense, and hold the Bank harmless from, any proceeding or claim affecting the Property. All costs and expenses incurred by Borrower in protecting its interests hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Borrower.

8. **Notices by Governmental Authority, Fire and Casualty Losses, Etc.** Borrower shall timely comply with and promptly furnish to the Bank true and complete copies of any official notice or claim by any governmental authority pertaining to the Property. Borrower shall promptly notify the Bank of any fire or other casualty or any notice or taking of eminent domain action or proceeding affecting the Property.

9. **Recording and Filing.** This Agreement and all applicable Loan Documents and all amendments, supplements and extensions thereto and substitutions therefor shall be recorded, filed, rerecorded and refiled in such manner and in such places as the Bank shall reasonably request, and Borrower will pay all such recording, filing, rerecording and refiling fees, title insurance premiums, and other charges.

10. **Termination.** If Borrower shall: (A) pay in full (i) the Loan including but not limited to all sums (principal, interest and charges) payable under the Note and any and all extensions and renewals of the same (including future advances); and (ii) all sums becoming due and payable by Borrower under the terms of this Agreement and the Loan Documents, including but not limited to advancements made by the Bank pursuant to the terms and conditions of this Agreement; and (B) have kept and performed each and every obligation, covenant, duty, condition and agreement herein imposed on or agreed to by Borrower; then this Agreement shall become null and void and the Bank in such case shall, upon the request of Borrower and at Borrower's cost and expense, deliver to Borrower proper instruments acknowledging termination of this Agreement; otherwise, this Agreement shall remain in full force and effect.

11. **Notice and Addresses for Notices.** All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or hand delivered to the applicable party at the following address:

If to Borrower: Riverchase Baptist Church
2020 Crossvine Road
Birmingham, Alabama 35244
Attention: Pastor

If to the Bank: Compass Bank
15 South 20th Street, Suite 201
Birmingham, Alabama 35233
Attention: President

With a copy to: Phillip D. Corley, Jr., Esq.
Wallace, Jordan, Ratliff & Brandt, L.L.C.
800 Shades Creek Parkway, Suite 400
Birmingham, Alabama 35209

or at such other address as shall be designated by such party in a written notice to the other party thereto. Any such notice shall be deemed received three (3) days after properly posting and addressing and depositing said letter in the United States Postal Service, certified mail return receipt requested.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature and seal,
this 27th day of February, 2004.

RIVERCHASE BAPTIST CHURCH,
an Alabama corporation

By: Sherry B. Loper
Name: Sherry B. Loper
Its Trustee

By: L. Ray Ester
Name: L. Ray Ester
Its Trustee

By: Jon Arledge
Name: Jon Arledge
Its Trustee

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Sherry B. Loper, whose name as Trustee of Riverchase Baptist Church, an Alabama 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 27 of February, 2004.

Deanna K. Hartley
Notary Public

[NOTARIAL SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that L. Ray Estep, whose name as Trustee of Riverchase Baptist Church, an Alabama 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 27 of February, 2004.

Deanna K. Hartley
Notary Public

[NOTARIAL SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Tom Arledge, whose name as Trustee of Riverchase Baptist Church, an Alabama 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 27 of February, 2004.

Deanna K. Hartley
Notary Public

[NOTARIAL SEAL]

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Dec 17, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Lot 47, according to the amended map of Riverchase West as recorded in Map Book 7, Page 150, in the Probate Office of Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, described as follows:

Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 25 and go North 00 degrees 00 minutes 00 seconds West along the East boundary of said Section 25 and the West boundary of the RIVERCHASE WEST SUBDIVISION, Second Addition, Map Book 7, Page 59, and the West boundary of the HIGHLANDS AT RIVERCHASE, Map Book 23, Page 8, for 562.55 feet; thence North 89 degrees 15 minutes 44 seconds West along the South boundary of the HIGHLANDS AT RIVERCHASE for 572.09 feet measured (map 576.10 feet); thence North 89 degrees 03 minutes 36 seconds West for 85.00 feet; thence North 00 degrees 56 minutes 24 seconds East for 19.77 feet to a point on a curve to the right on the South boundary of Carl Raines Road, said curve having a central angle of 18 degrees 59 minutes 41 seconds and a radius of 313.34 feet; thence Westerly along said curve for 103.88 feet (deed 111.89 feet); thence South 00 degrees 45 minutes 54 seconds East for 150.12 feet; thence South 89 degrees 28 minutes 48 seconds East for 417.40 feet; thence South 13 degrees 06 minutes 39 seconds West for 427.42 feet; thence South 07 degrees 15 minutes 00 seconds West for 43.91 feet to the North boundary of the Old Montgomery Highway; thence two courses (2) along said North boundary as follows: go South 82 degrees 45 minutes 15 seconds East for 221.13 feet to the beginning of a curve to the right, having a central angle of 21 degrees 20 minutes 40 seconds and a radius of 458.10 feet; thence Southeasterly along said curve for 170.66 feet; thence North 26 degrees 44 minutes 35 seconds East for 135.23 feet to the point of beginning.

PARCEL III:

Part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Southeast corner of Lot 47, Riverchase West, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, Page 150, run in a Westerly direction along the South line of said Lot 47, for a distance of 152.18 feet to an existing iron pin being on the East right-of-way line of Old Montgomery Highway; thence turn an angle to the left of 98 degrees 22 minutes 24 seconds and run in a Southeasterly direction along said East right-of-way line of Old Montgomery Highway for a distance of 149.08 feet to a point, said point being on the North right-of-way line of Riverchase Parkway West; thence turn an angle to the left and run in an Easterly direction along the arc of a curve in said North right-of-way line (said curve having a radius of 424.00 feet, a central angle of 9 degrees 15 minutes 14 seconds and being concave in a Southerly direction) for a distance of 88.48 feet to a point of reverse curve, said new curve being concave in a Northwesterly direction and having a central angle of 82 degrees 57 minutes 50 seconds and a radius of 25 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly and Northeasterly direction for a distance of 36.20 feet to the point of ending of said curve, and being on the West right-of-way line of Crossvine Road; thence run in a Northeasterly direction along said West right-of-way line of Crossvine Road for a distance of 137.05 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.

20040301000103280 Pg 7/7 29.00
Shelby Cnty Judge of Probate, AL
03/01/2004 09:46:00 FILED/CERTIFIED