

**AGREEMENT NOT TO ENCUMBER
OR TRANSFER REAL PROPERTY**

20091204000447260 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/04/2009 01:54:31 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

As an inducement to **FIRST COMMERCIAL BANK**, a State Bank. (hereinafter called "Bank") to grant credit to **Geostone Retaining Wall Systems, Inc**, (hereinafter called the "Borrower") and **Fred R. Agee and Peggy F. Agee**, (Owner/Mortgagor) under Promissory Note(s) (hereinafter called the "Note(s)") payable to Bank; and in consideration thereof, the undersigned Borrower hereby AGREES that until said Note and any extension or renewal thereof shall have been paid in full, THAT:

- (a) Borrower will pay all taxes, assessments, dues and charges of every kind imposed or levied, or which may be imposed or levied, upon their real property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent; and
- (b) Borrower will maintain and pay for insurance, all-risks coverages, in such amounts and for such coverages as Bank may require, with Bank named as additional loss payee, and Borrower will maintain and pay for liability insurance, with Bank named as additional insured;
- (c) Borrower will not, without the consent in writing of Bank first obtained,
 - 1. Create or permit any lien, any mortgage, or other encumbrance (other than presently existing liens) to exist on the following described real property, or
 - 2. Transfer, sell, hypothecate, mortgage, assign, or in any manner whatever dispose or grant a mortgage or security interest of or to the following described real property, situated in the County of **Shelby**, State of Alabama, to wit:


See Exhibit "A" attached hereto and made a part hereof.

It is further AGREED and understood that if default be made in any of the terms hereof, or of any instrument executed by Borrower in connection herewith, or in the payment of any indebtedness or obligation of Borrower, now or hereafter owing to Bank, the Bank may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligations or indebtedness then remaining unpaid to the Bank, immediately due and payable.

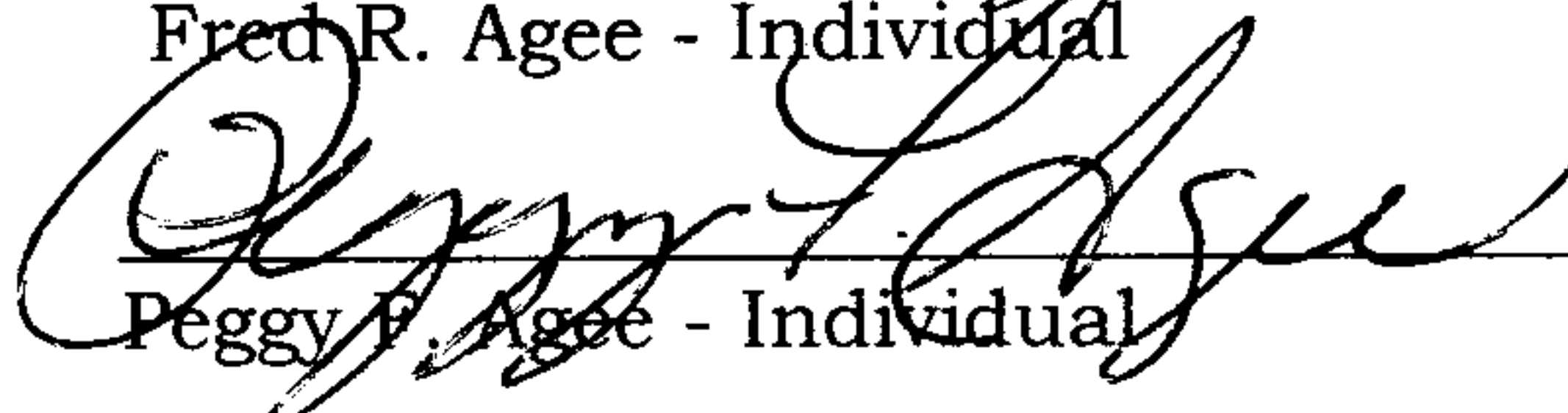
It is further AGREED and understood that the Bank, in its discretion, is hereby authorized and permitted by Borrower to cause this instrument to be recorded at such time and in such places as Bank may, in its discretion, elect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this **27th** day of **October**, **2009**

Geostone Retaining Wall Systems, Inc.


Fred R. Agee - President


Fred R. Agee - Individual


Peggy F. Agee - Individual

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a notary public in and for said County and State, hereby certify that **Fred R. Agee**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

Given under my hand and seal this **27th** day of **October**, **2009**.


NOTARY PUBLIC

My Commission Expires 01/09/11

(NOTARIAL SEAL)

I, the undersigned, a notary public in and for said County and State, hereby certify that **Peggy F. Agee**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily.

Given under my hand and seal this **27th** day of **October, 2009**.




NOTARY PUBLIC

My Commission Expires 01/09/11

(NOTARIAL SEAL)

Exhibit "A"


20091204000447260 3/3 \$18.00
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A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 19 South, Range 1 East; thence run Easterly along the North line thereof for 599.96 feet; thence 97 degrees, 57 minutes, 52 seconds right run Southerly 364.95 feet to a curve concaved Southerly (having a radius of 2,328.37 feet and a central angle of 3 degrees, 14 minutes, 23 seconds); thence 79 degrees, 35 minutes, 29 seconds right to chord of said curve, run Westerly along said curve for 131.65 feet; thence along the tangent of said curve continue Westerly 425.71 feet to the West line of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence 95 degrees, 02 minutes, 26 seconds right, run Northerly 397.27 feet to the point of beginning; being situated in Shelby County, Alabama.