

AGREEMENT NOT TO ENCUMBER OR TRANSFER REAL PROPERTY

Contract Dated: February 1, 2017 Purchase Price: \$111,671.00 Draw Requested: \$111,671.00

20170206000045310 1/1 \$15.00
Shelby Cnty Judge of Probate, AL
02/06/2017 01:53:59 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

As an inducement to **Oakworth Capital Bank**, an Alabama state banking corporation (hereinafter called "Bank") to grant credit to **CS Equity Partners, LLC**, (hereinafter called the "Borrower") and **CS Equity Partners, LLC**, (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:

Lot 28, according to the survey of Kensington Place, Phase I, Sector I, as recorded in Map Book 37, Page 147 in the Probate Office of Shelby County, Alabama.

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 **1st** day of **February, 2017**

CS Equity Partners, LLC

Bimal Properties, LLC Member

BY:

Sanjay K. Singh, Managing Member

CS Equity Partners, LLC

Crown Acquisition, LLC Member

BY:

Lewis W. Cummings III, Managing Member

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a notary public in and for said County and State, hereby certify that **Sanjay K. Singh, Managing Member of Bimal Properties LLC and Lewis W. Cummings III, Managing Member of Crown Acquisition, LLC**, 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 **1st** day of **February, 2017**.

Charles M. McQuinn
NOTARY PUBLIC

My Commission Expires

**My Commission Expires
October 21, 2019**

(NOTARIAL SEAL)