

*This instrument prepared by and, after
recording, please return to:*

20170901000319600
09/01/2017 09:12:11 AM
AGREEMNT 1/8

USAmeriBank
P.O. Box 17540
Clearwater, FL 33762
Attn: Loan Operations
Loan #402411800

CORRECTION – RE-RECORD TO ADD EXHIBIT “A”

20170707000241980
07/07/2017 11:24:25 AM
AGREEMNT 1/6

STATE OF ALABAMA)
)
COUNTY OF Shelby)

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

THIS AGREEMENT NOT TO TRANSFER OR ENCUMBER CERTAIN REAL PROPERTY (this "Agreement"), made and effective as of the 29th day of June, 2017, is executed by **FIRST BAPTIST CHURCH OF ALABASTER**, an Alabama religious corporation (the "Borrower") in favor of **USAMERIBANK**, a Florida banking corporation ("Lender").

RECITALS:

WHEREAS, Borrower has requested that Lender extend credit to Borrower to be evidenced by one or more instruments, documents and agreements (collectively, the "Loan Documents")

WHEREAS, in connection with such credit and in accordance with the provisions of such Loan Documents, Lender requires that Borrower execute and deliver this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations unto them and in hand paid, the receipt of which is hereby acknowledged, and for the purpose of inducing Lender, to extend credit to the Borrower, Borrower hereby promises and agrees as follows, to wit:

1. **Recitals.** The recitals set forth herein are true and correct...
2. **Covenant Against Further Encumbrance.** Borrower hereby represents and warrants to Lender that (i) it is lawfully seized and possessed of an indefeasible estate in fee

simple in and to the real property more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and (ii) as of the date of this Agreement, the Property is not encumbered by any security agreement, financing statement, lease, mortgage, deed of trust, conditional sales contract, lien, security interest, security title, or other voluntary encumbrance securing any monetary or non-monetary obligations of Borrower or any other party, except for such permitted encumbrances as have been approved by Lender in writing (the "Permitted Encumbrances"). For as long as this Agreement remains in effect, Borrower agrees that it shall not create, permit or suffer the existence of any further encumbrance upon the Property or increase any obligations secured by any Permitted Encumbrance unless the prior written consent of Lender is first obtained. Any further encumbrance of the Property or increase in obligations secured by any Permitted Encumbrance made in contravention of this Agreement shall be null and void *ab initio*.

3. **Covenant Against Transfer.** For as long as this Agreement remains in effect, Borrower hereby covenants and agrees that, it shall not transfer any portion of the Property, or any interest therein, without the prior written consent of Lender. Any transfer or conveyance of the Property made in contravention of this Agreement shall be null and void *ab initio*.

4. **Term/Covenant Running with the Property.** This Agreement shall remain in full force and effect and shall constitute a covenant running with the Property until the earlier of (i) the date upon which all obligations of Borrower to Lender pursuant to the Loan Documents, and all extensions, renewals, modifications, amendments, replacements and restatements thereof, have been fully and indefeasibly paid and satisfied in full, or (ii) the date upon which the benefits of this Agreement and the Loan Documents are released in writing by Lender. Otherwise, this Agreement shall remain in full force and effect notwithstanding any breach hereof by Borrower.

5. **Notices.** Any notice required herein or by applicable law shall be deemed given (a) when personally delivered (to the person or department if one is designated below), (b) as of the delivery date shown on the return receipt when sent by United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) one business day after the date sent for next day delivery by Federal Express or other national overnight carrier, fees prepaid, with signature by recipient required, and addressed in each such case as set forth below:

If to Borrower: **First Baptist Church of Alabaster**
 Attn: _____
 903 3rd Avenue NW
 Alabaster, AL 35007

If to Lender: **USAmeriBank**
 Mr. Clint Calvert
 1100 Corporate Parkway
 Birmingham, AL 35242

Either party may by notice given as herein provided change its address to another single address.

6. **Jurisdiction; Waiver of Jury Trial.**

(a) The validity, interpretation, enforcement and effect of this Agreement shall be governed by, and construed according to the laws of, the State of Alabama.

(b) **BORROWER, AND BY ACCEPTANCE HEREOF LENDER, HEREBY MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY PERTAINING OR RELATING TO THIS AGREEMENT, ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATING TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE EXERCISE OF ANY RIGHT OR REMEDY HEREUNDER, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWER ACKNOWLEDGES THAT LENDER HAS, IN PART, BEEN INDUCED TO ACCEPT THIS AGREEMENT IN RELIANCE ON THE PROVISIONS OF THIS PARAGRAPH.**

7. **Miscellaneous.**

(a) Section headings shall be disregarded in the interpretation of this Agreement. This Agreement shall be construed without reference to the party responsible for its drafting. As used herein, the singular shall be deemed to include the plural, and *vice versa*. As used herein, the masculine gender shall be deemed to include the feminine, and *vice versa*.

(b) Borrower hereby represents and warrants to Lender that this Agreement has been duly authorized, executed and delivered by Borrower pursuant to all requisite authority, and constitutes a legal, valid and binding obligation of Borrower, enforceable in accordance with its terms.

(c) Nothing herein shall be deemed to alter, diminish, modify or release any claim or cause of action which Lender may now or hereafter have against Borrower or any guarantor or other obligor for any past, existing or future breach or default under any Loan Document.

(d) Any modification, amendment or waiver of the terms of this Agreement must be in writing and signed by the party to be bound thereby in order to be effective. No past or future course of dealing between the parties shall be deemed to modify, amend or waive any of the terms of this Agreement.

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

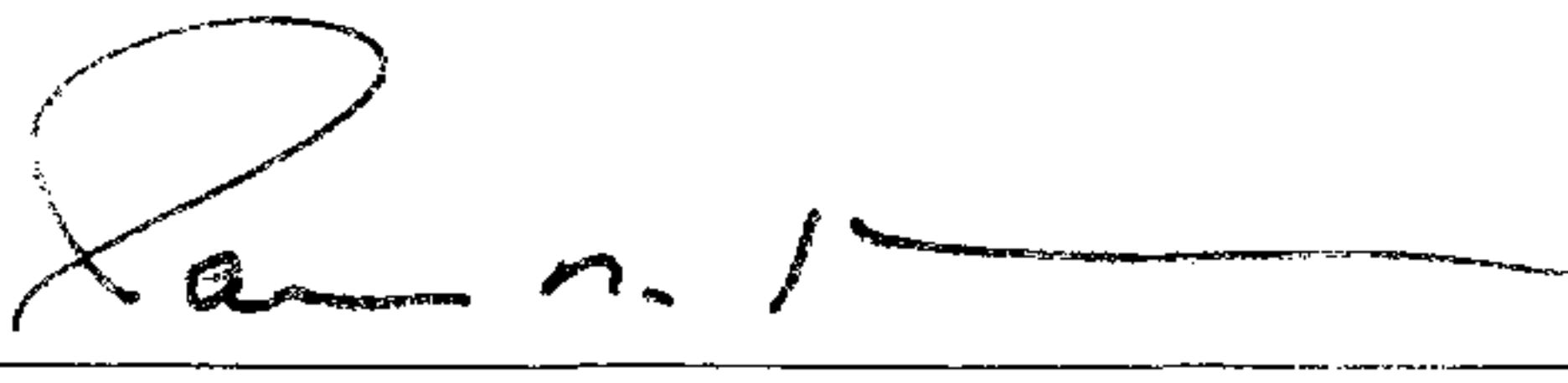
(f) In the event any provision of this Agreement is determined to be unenforceable in whole or part, such provision shall remain enforceable to the fullest extent permitted by applicable law, and the remainder of this Agreement shall nevertheless remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be properly executed as of the day and year first above written.

BORROWER:

FIRST BAPTIST CHURCH OF ALABASTER, an
Alabama religious corporation

By: 
Jim Kramer, Trustee


By: 
Joey Belue, Trustee

By: 
Jimmy Maddox, Trustee

STATE OF ALABAMA)

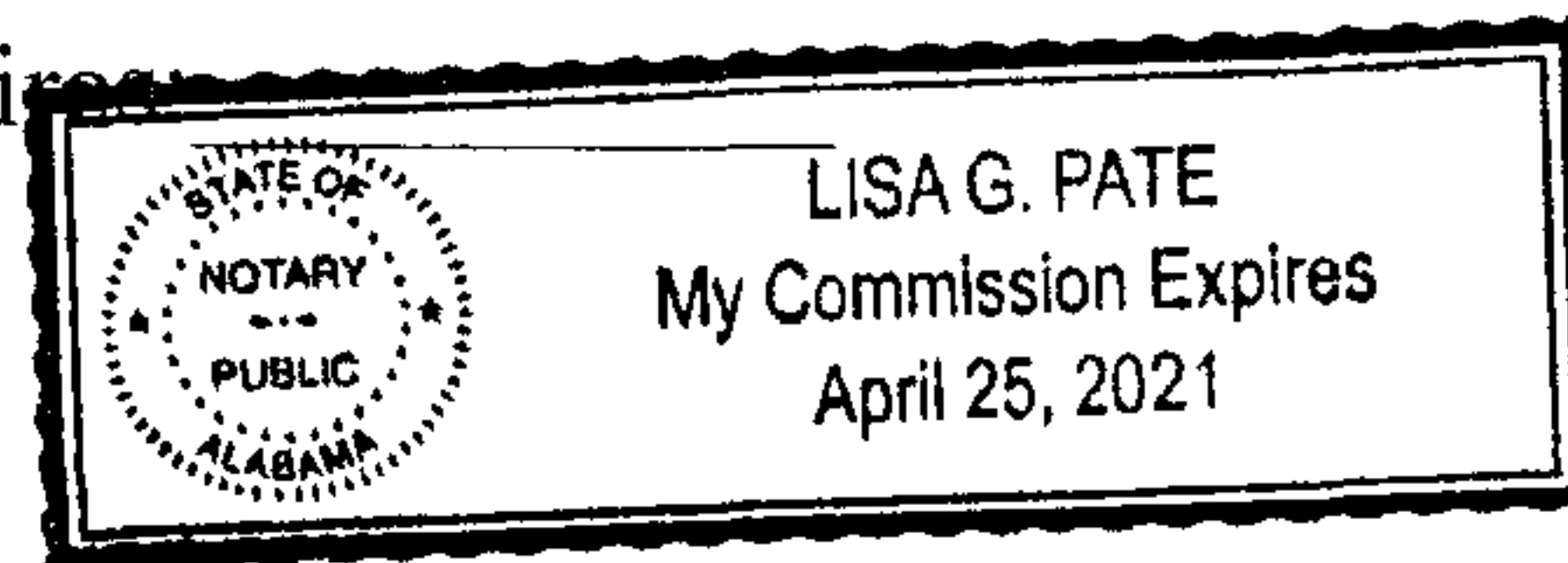
COUNTY OF Shelby)
:SS.

The undersigned, a notary public in and for said County in said State, hereby certify that Jim Kramer, Trustee of the First Baptist Church of Alabaster, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily as of the day the same bears date.

Given under my hand this 28th day of June, 2017.


Notary Public

My Commission Expires



STATE OF ALABAMA)

COUNTY OF Shelby)
:SS.

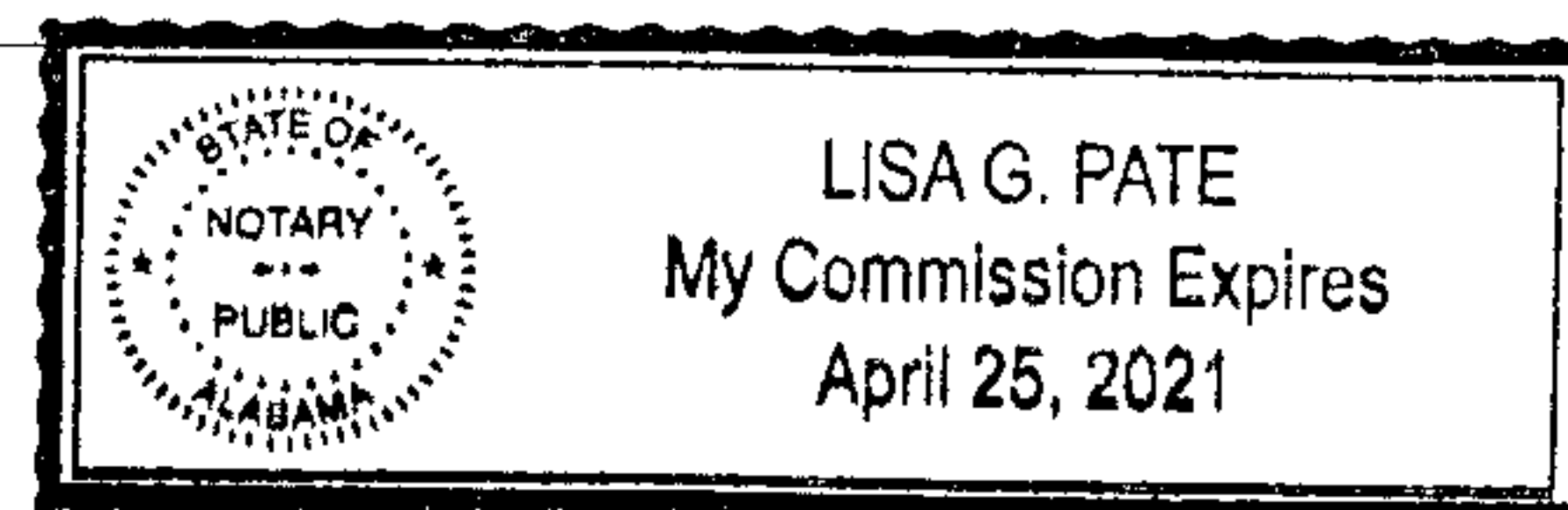
The undersigned, a notary public in and for said County in said State, hereby certify that Joey Belue, Trustee of the First Baptist Church of Alabaster, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily as of the day the same bears date.

Given under my hand this 29th day of June, 2017.

Lisa G Pate

Notary Public

My Commission Expires:



STATE OF ALABAMA)

COUNTY OF Shelby)
:SS.

The undersigned, a notary public in and for said County in said State, hereby certify that Jimmy Maddox, Trustee of the First Baptist Church of Alabaster, whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily as of the day the same bears date.

Given under my hand this 28th day of June, 2017.

Lisa G Pate

Notary Public

My Commission Expires:

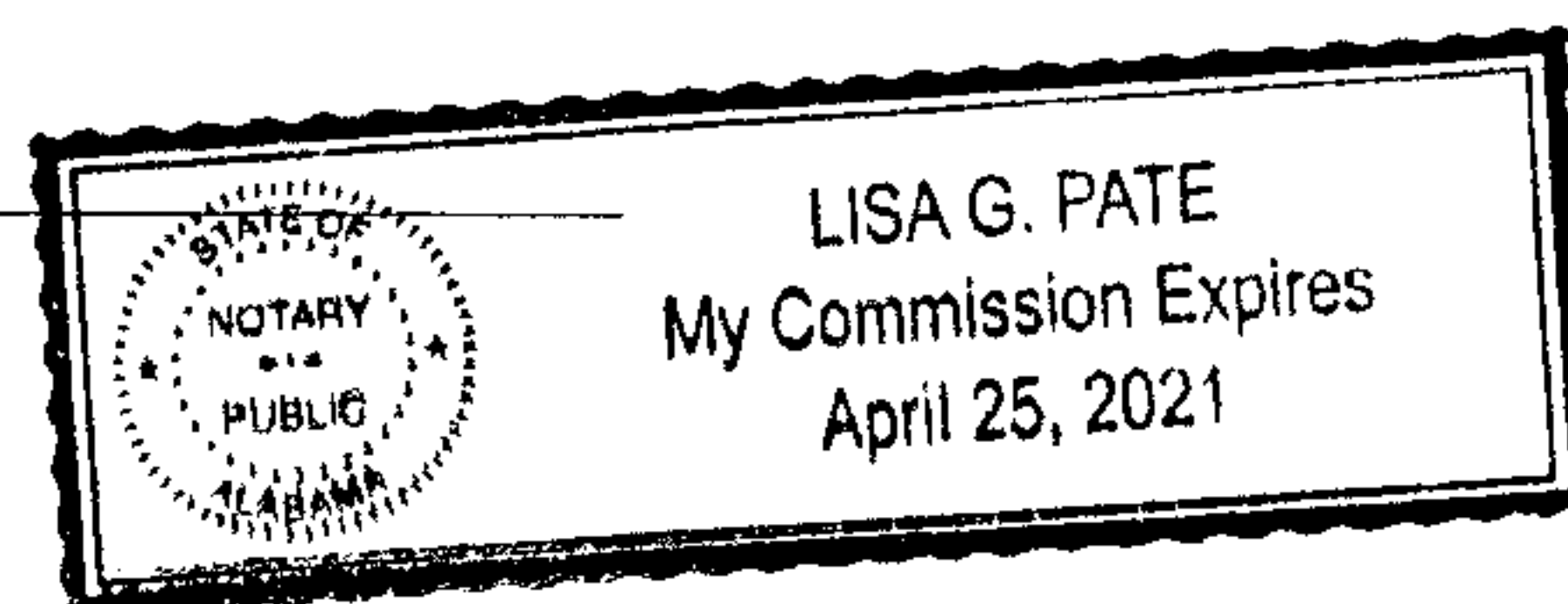


EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

EXHIBIT "A" - LEGAL DESCRIPTION

Parcel I:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 20, 21, 22, 23, 24, 25 and 26, Block 9, according to the Survey of Alabaster Gardens, as recorded in Map Book 3, Page 156, in the Probate Office of Shelby County, Alabama.

Parcel II:

Also a parcel of land located in the Southwest 1/4 of Section 35, Township 20 South, Range 3 West Shelby County, Alabama more particularly described as follows:

Begin at the NE corner of the SW 1/4 of SW 1/4 of said section; thence in a Westerly direction along the North line of said 1/4 1/4 Section, a distance of 603.21 feet to the Easterly right of way line of 10th Street Northwest; thence 91°41' left in a Southerly direction of a distance of 127.58 feet to the North line of Block 15 of Alabaster Gardens; thence 88°42'45" left, in an Easterly direction along the North line of said Block 15 a distance of 625.77 feet to the Westerly right of way of County Highway 95; thence 89°53'48" left in a Northerly direction along said right of way a distance of 128.54 feet; thence 90°09'27" left, in a Westerly direction a distance of 25.66 feet to the point of beginning.

Also a 50 foot wide vacated avenue being 450 feet long, more or less, described as 4th Avenue N.W. lying East of the East boundary of Lot 10 in Block 9 and 15 of Alabaster Gardens Subdivision and West of the West boundary of 9th Street, N.W., running along the North border line of Block 9, Alabaster Gardens Subdivision in the South 1/2 of SW 1/4 of Section 35, Township 20 South, Range 3 West, as recorded in Map Book 3, page 156, in the Probate Office of Shelby County, Alabama. Situated in Shelby County.

Parcel III:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 15, according to the Survey of Alabaster Gardens, as recorded in Map Book 3, page 156, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lots 14, 15, 16, and 17, Block 9, according to the Survey of Alabaster Gardens as recorded in Map Book 3, Page 156 in the Probate Office of Shelby County, Alabama.

Parcel ID Number 13-7-35-3-001-004.027

Parcel ID Number 13-7-35-3-004-003.001

Parcel ID Number 13-7-35-3-004-002.000

Parcel ID Number 13-7-35-3-004-001.000

Parcel ID Number 13-7-35-3-004-004.000

Parcel ID Number 13-7-35-3-004-004.001

Parcel ID Number 13-7-35-3-004-005.000.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
09/01/2017 09:12:11 AM
\$36.00 DEBBIE
20170901000319600

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the printed name of the County Clerk.