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05/20/2022 08:24:15 AM
AGREEMNT 1/2

This document was prepared by and return to:
Paige Pabalate, Loan Operations
Oakworth Capital Bank
850 Shades Creek Parkway, Ste 110
Birmingham, AL. 35209

AGREEMENT NOT TO ENCUMBER OR TRANSFER REAL PROPERTY

Contract Dated: May 19, 2022 Purchase Price: \$2,500,000.00 Draw Requested: \$2,545,000.00 ADDRESS: 100 Egg and Butter Rd Columbiana, AL

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:

See Exhibit A

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 **19th** day of **May, 2022**
CS Equity Partners, LLC

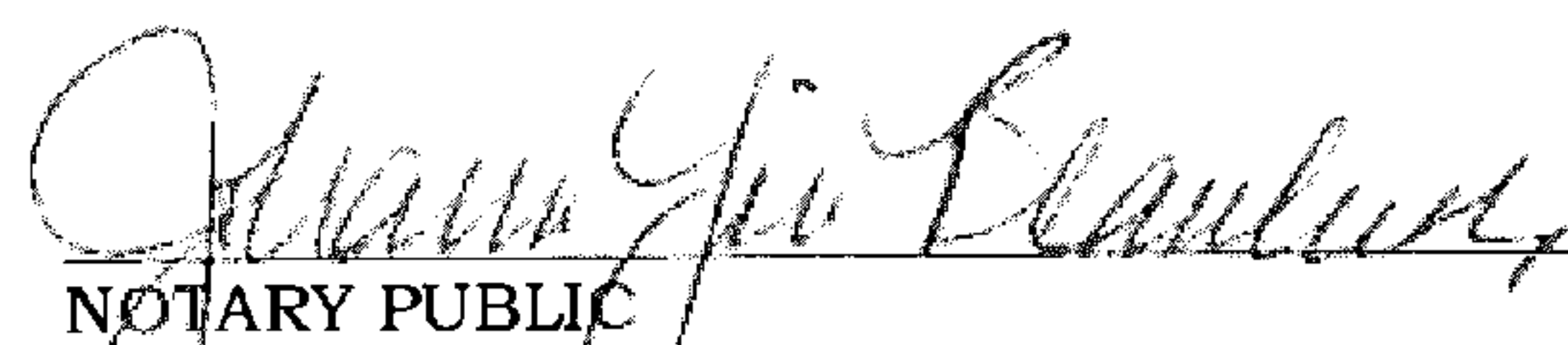
Crown Acquisition, LLC Member

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 **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 **19TH** day of **May, 2022**.


NOTARY PUBLIC
My Commission Expires March 15, 2024
(NOTARIAL SEAL)

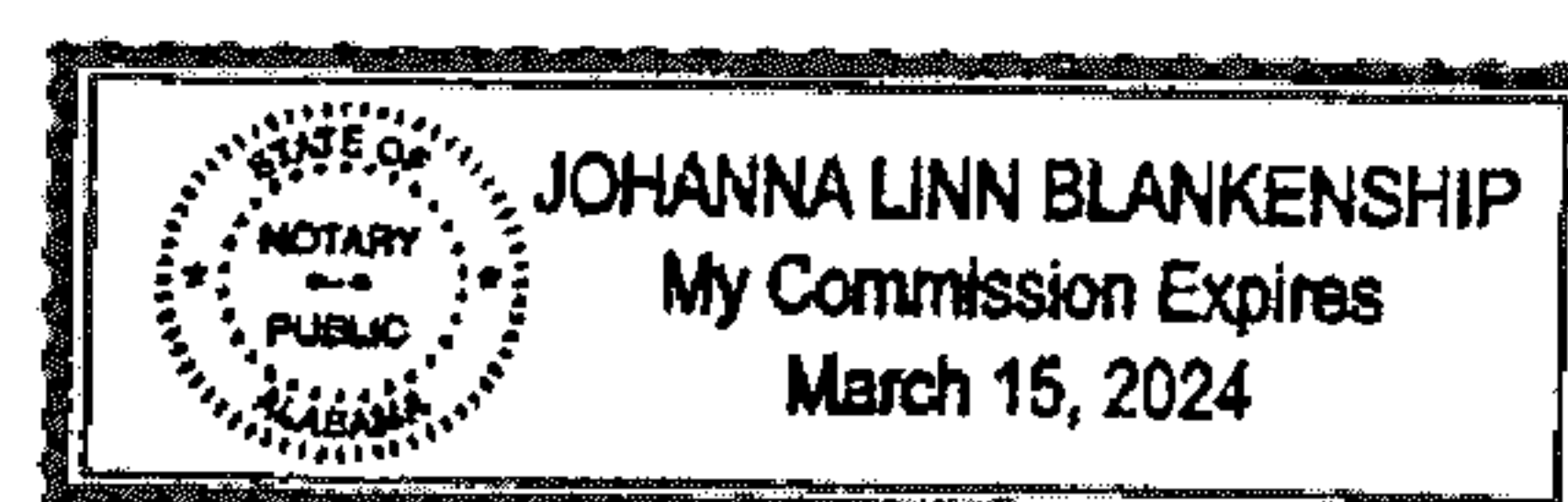
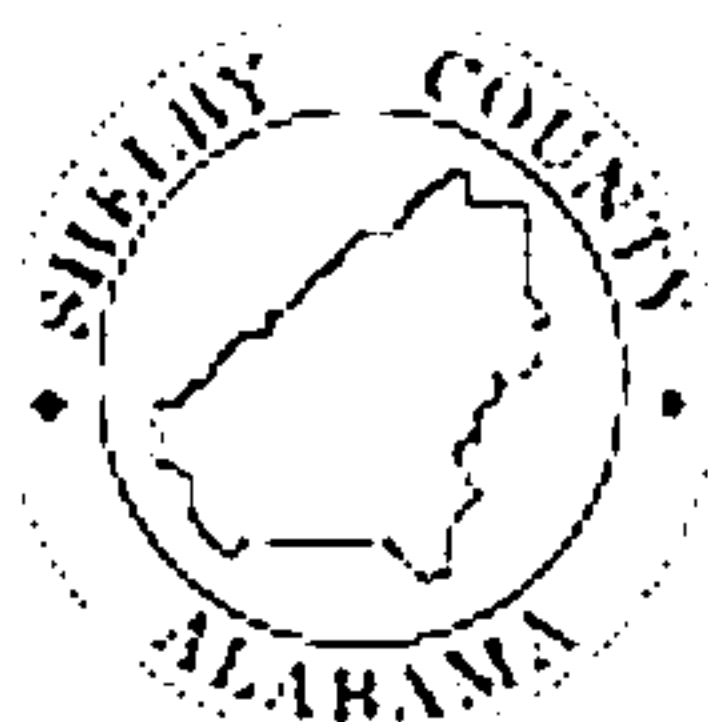


Exhibit "A"

The Land referred to herein below is situated in the County of Shelby, State of Alabama, and is described as follows:

A PART OF THE SE-1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE WHERE THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 INTERSECTS THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD; THENCE SOUTH 49°59'02" WEST, 1484.43 FEET, ALONG THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF JONESBORO CIRCLE; THENCE SOUTH 27°18'28" EAST, 68.55 FEET, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 81°11'07" EAST, 649.06 FEET; THENCE NORTH 15°59'44" EAST, 325.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81°13'24" EAST 408.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 16°25'30" EAST, 74.83 FEET; NORTH 13°54'40" EAST, 95.45 FEET; NORTH 8°15'39" EAST, 96.81 FEET; NORTH 2°48'48" EAST, 97.40 FEET; NORTH 2°15'01" WEST, 97.25 FEET; NORTH 6°13'34" WEST, 67.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN THENCE SOUTH 63°26'03" WEST, 521.52 FEET; THENCE SO 26.53 FERT; THENCE SOUTH 81°13'24" EAST, 8.34 FEET TO THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/20/2022 08:24:15 AM
\$25.00 JOANN
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Allen S. Bayl