

STATE OF ALABAMA  
SHELBY COUNTY

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AGREEMNT 1/4

**AGREEMENT NOT TO ENCUMBER**

**THIS AGREEMENT NOT TO ENCUMBER** (“this Agreement”) dated **December 27, 2022**, is entered into by **CS EQUITY PARTNERS, LLC**, an Alabama limited liability company (“Borrower”), and **SOUTH STATE BANK, NATIONAL ASSOCIATION** (“Lender”).

**Recitals:**

A. Borrower has requested that Lender extend to Borrower a loan in the original principal amount of **TWO HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS(\$215,000.00)** (the “Loan”).

B. The Loan has been made available to Borrower on the terms and conditions of that certain Business Loan Agreement by and between Borrower and Lender dated as of **December 27, 2022** (the “Loan Agreement”). Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings attributed thereto in the Loan Agreement.

C. Borrower is the owner of certain real property situated in **SHELBY County, ALABAMA**, as more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

D. In order to induce Lender to make the Loan, Borrower has agreed to execute and deliver this Agreement to Lender.

**Agreement:**

1. **No Lien.** From the date hereof until the payment of and complete performance of the obligations under the Loan Agreement, and all other sums now or hereafter due and payable under the Loan Agreement, the Note, this Agreement or any other Related Document and the termination of this Agreement by Lender in writing, unless Lender shall otherwise consent in writing, Borrower will not, whether directly or indirectly or voluntarily or involuntarily:

(a) Incur, create, assume or suffer to exist any mortgage, deed of trust, security deed, security agreement, financing statement, pledge, security interest, lien, charge or other encumbrance of any nature whatsoever (hereinafter collectively sometimes called “Liens”) with respect to any of the Property, or any legal, beneficial or equitable interest therein; or

(b) (i) Sell, grant, convey, assign or otherwise transfer, by operation of law or otherwise, (ii) permit to be the subject of any transaction described in clause (i) above, (iii) enter into an agreement for any transaction described in clause (i) above with respect

to, or (iv) grant an option which or take any action which pursuant to the terms of any agreement to which Borrower is a party may result in any transaction described in clause (i) above with respect to, any of the Property, or any legal, beneficial or equitable interest therein (the foregoing, collectively or severally, called "Transfer").

Any person or legal representative of Borrower to whom Borrower's interest in the Property or any Lien thereon passes, by operation of law or otherwise, shall be bound by the provisions of this Agreement. The provisions of this Agreement shall apply to each and every such Lien or Transfer for all or any portion of the Property or any legal or equitable interest therein, regardless of whether or not Lender has consented to, or waived by its action or inaction its rights hereunder with respect to any previous Lien or Transfer of all or any portion of the Property or any legal, equitable or beneficial interest therein.

2. **Severability.** If all or any portion of this Agreement shall be held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein.

3. **Notice.** Any notice, demand, consent, approval, direction, agreement, or other communication required or permitted hereunder or under the Loan Agreement or any other Related Document shall be in writing and shall be validly given if given in accordance with the Loan Agreement.

4. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Alabama (without regard to principles of conflicts of laws) except as required by mandatory provisions of law and except to the extent that the validity of this Agreement is governed by the laws of any jurisdiction other than the State of Alabama.

5. **Provisions as to Covenants and Agreements.** All of Borrower's covenants and agreements hereunder shall run with the land and time is of the essence with respect thereto.

6. **Matters to be in Writing.** This Agreement cannot be altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the party against whom enforcement is sought.

7. **Successors and Assigns.** The provisions hereof shall be binding upon Borrower and the heirs, devisees, representatives, successors and permitted assigns of Borrower, including the successors in interest of Borrower in and to all or any part of the Property, and shall inure to the benefit of the lenders and its successors, legal representatives, substitutes and assigns.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the undersigned authorized representative of Borrower has executed and delivered this Agreement dated the date first set forth above.

**BORROWER:**

**CS EQUITY PARTNERS, LLC**

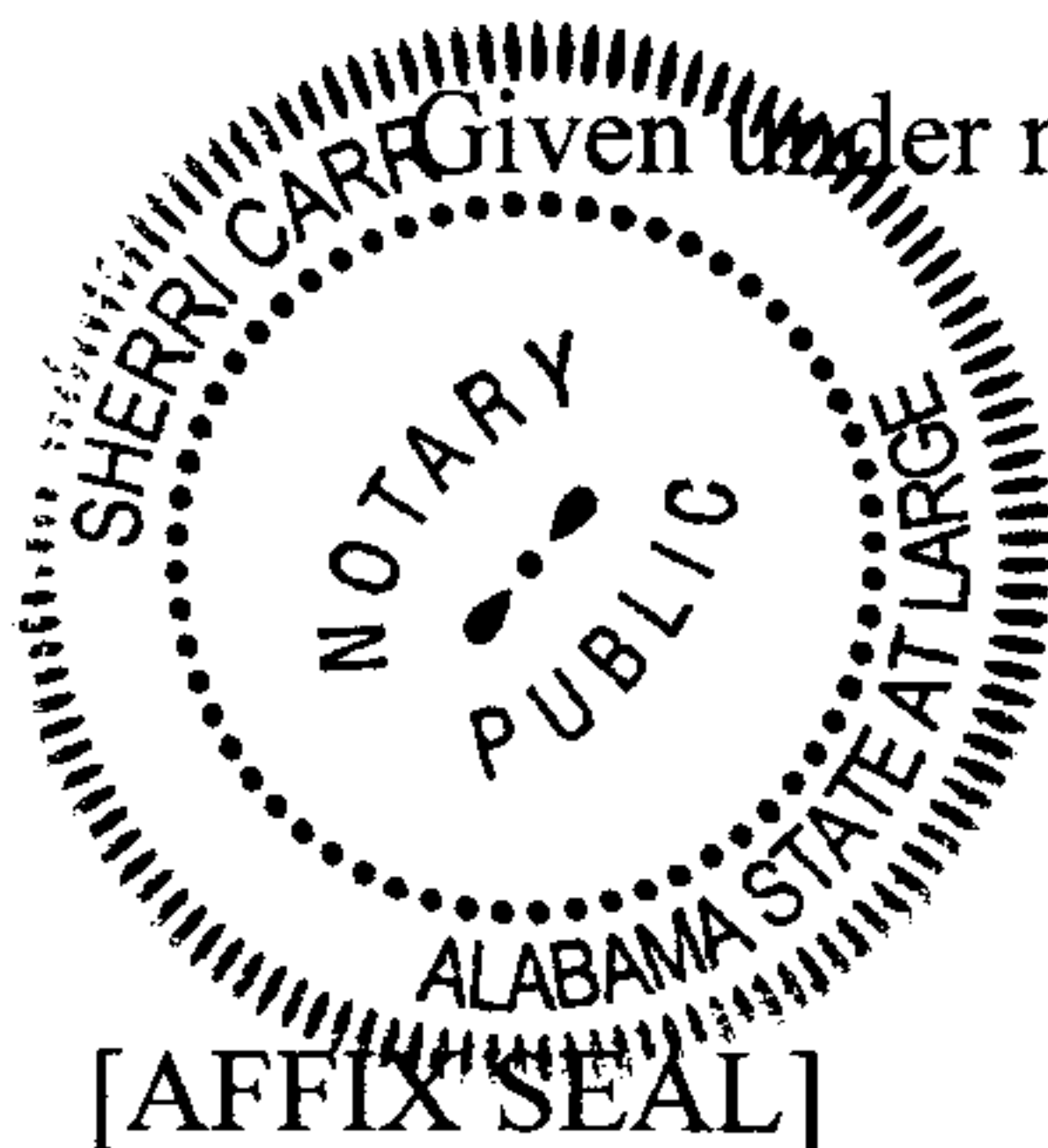
By: 

Name: Lewis W. Cummings, III (Trey)

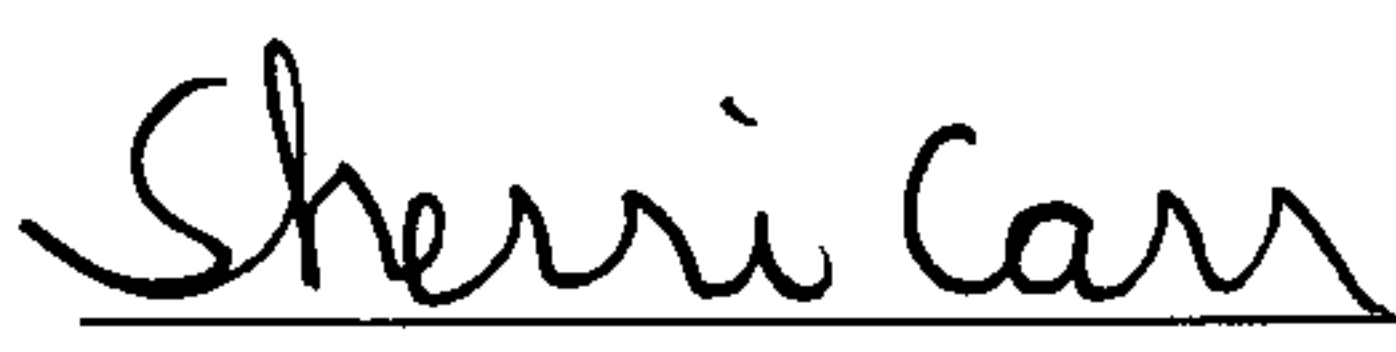
Its: Managing Member \_\_\_\_\_

STATE OF Alabama )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Lewis W. Cummings, III, whose name as managing member of CS Equity Partners, LLC, an Alabama limited liability company, 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/she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand and official seal this the 27<sup>th</sup> day of Dec, 2022

  
Notary Public

My commission expires: 5-13-23

This instrument was prepared by:

Danielle Bowling  
Omega Realty Group, LLC  
4518 Valleydale Road  
Hoover, AL 35242  
205-789-1257

**EXHIBIT A**

Lot 17, according to the Survey of Emerald Ridge Sector II, as recorded in Map Book 38, Page 112, in the Probate Office of Shelby County, Alabama.

PROPERTY ADDRESS: 1077 EMERALD RIDGE DRIVE, CALERA, ALABAMA  
35040



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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\$31.00 JOANN  
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*Allen S. Bayl*