

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: December 28, 2023 Purchase Price: \$2,700,000.00 Draw Requested: \$2,700,000.00 ADDRESS: 8218 Highway 119, Alabaster, AL 35007

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 attached 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 **28th** day of **December, 2023**
CS Equity Partners, LLC

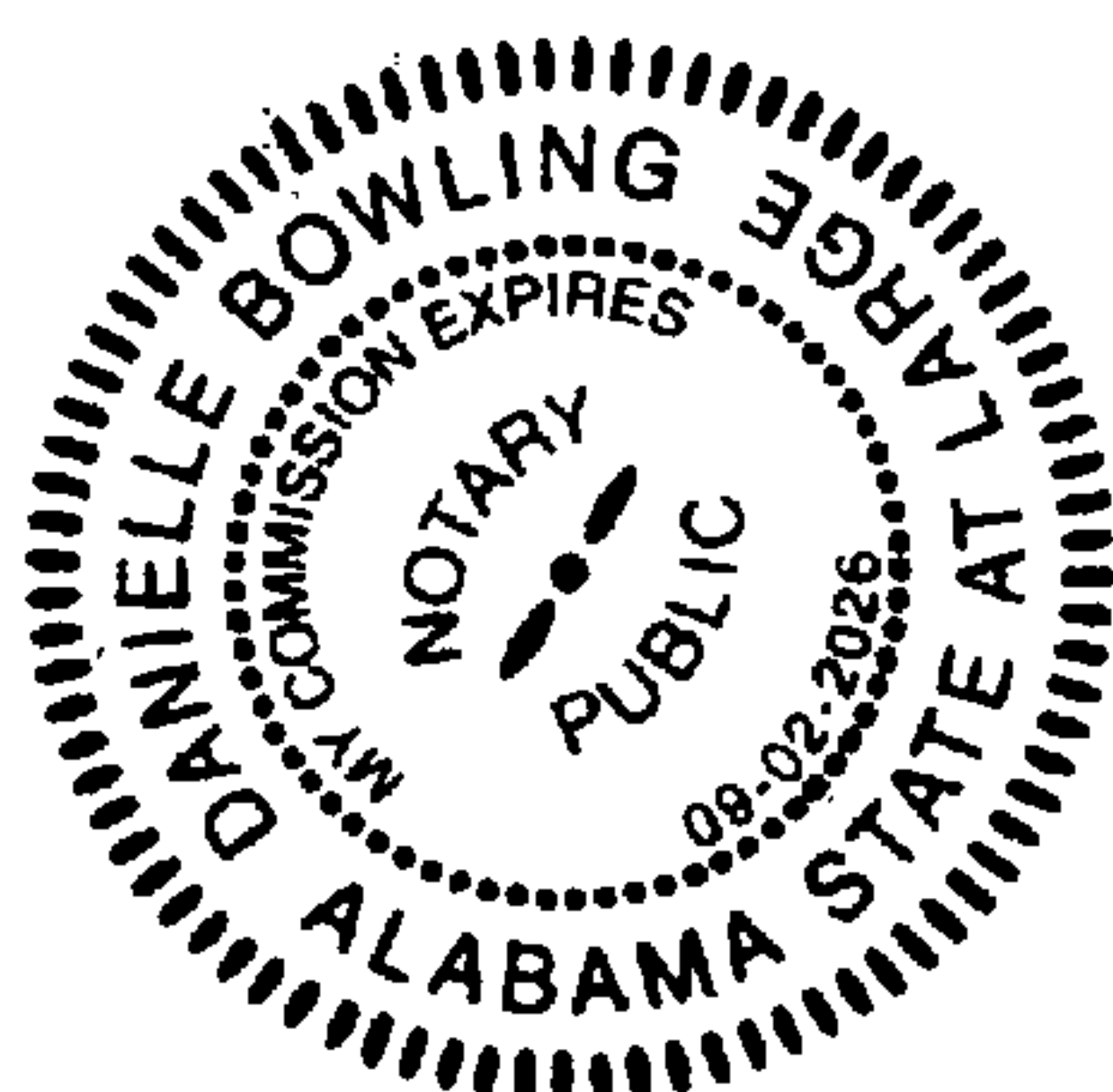
Crown Acquisition, LLC Member


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 **28th** day of **December, 2023**.




NOTARY PUBLIC

My Commission Expires 9/2/26

(NOTARIAL SEAL)

Exhibit "A"

PARCEL 1:

Commence at the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 21 South, Range 3 West, and run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ 289.16 feet to a point on the North line of Green Valley Subdivision as recorded in Map Book 5, Page 94 in the Shelby County Probate Office; thence turn 91 degrees right and run West along the said North line of said subdivision 575 feet to the Point of Beginning; Thence continue along last described course 579.15 feet to a point on the East right of way line of Alabama Highway 119; thence run 84 degrees 04 minutes 05 seconds right to tangent and run North - Northwest along the arc of a highway curve to the left, having a central angle of 14 degrees 09 minutes 05 seconds a radius of 1072.35 feet and a tangent of 133.24 feet, an arc distance of 265.12 feet to an existing property corner; thence run 105 degrees 17 minutes 33 seconds right from tangent and run East along a monumented (by corners and fences) adversely occupied property line accepted by surveyor Conn 139.27 feet to an existing property corner thence turn 6 degrees 20 minutes 35 seconds right and run 150 feet to an existing property corner; thence turn 1 degree 39 minutes left and continue along adversely occupied property line 350 feet to an existing property corner; thence run 90 degrees 08 minutes 04 seconds right and run South 265.97 feet to the Point of Beginning.

Situated in Shelby County, Alabama.

PARCEL 2:

Commence at the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, Township 21 South, Range 3 West and run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ 289.16 feet to a point on the North line of the Green Valley Subdivision as recorded in Map Book 5, Page 94 in the Shelby County Probate Office; thence turn 91 degrees right and run West along the said North line of said subdivision 180.03 feet to the Point of Beginning; Thence continue along last described course 394.97 feet to an existing property corner; thence turn 90 degrees 00 minutes 19 seconds right and run North 265.97 feet to an existing property corner along a monumented (by corners and fences) adversely occupied property line accepted by surveyor Conn; thence turn 89 degrees 51 minutes 56 seconds right and run East along said adversely occupied property line 180.73 feet to an existing property corner; thence turn 00 degrees 48 minutes 17 seconds right and continue along said property line 167.01 feet to an existing property corner; thence turn 0 degrees 32 minutes 06 seconds right and continue along said adversely occupied line 47.23 feet to an existing property corner; thence turn 88 degrees 47 minutes 22 seconds right and run South 263.41 feet to the Point of Beginning,

Situated in Shelby County, Alabama.

Less and except any part sold to the Alabama Department of Transportation by deed recorded in Inst. No. 20210317000133790.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/28/2023 12:58:05 PM
 \$25.00 BRITTANI
 20231228000371650

Allen S. Boyd