

This instrument prepared by and
upon recording return to:

James L. Webb
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203
205-521-8808

STATE OF ALABAMA

COUNTY OF SHELBY

AGREEMENT NOT TO ENCUMBER OR CONVEY PROPERTY

THIS AGREEMENT NOT TO ENCUMBER OR CONVEY PROPERTY (this "Agreement") is dated as of this 29th day of July, 2024, by **Faith Presbyterian Church**, an Alabama nonprofit corporation (the "Grantor"), in favor of **First Horizon Bank**, a Tennessee state-chartered bank (the "Grantee").

Recitals

A. Grantor is, or hereafter shall be, justly indebted to the Grantee in the original principal sum of up to \$26,000,000 (the "Loan"), as evidenced by a Promissory Note of even date herewith, which note bears interest as provided therein (as the same may be modified, amended, supplemented, renewed and/or restated from time to time, being hereafter referred to as the "Note").

B. As a condition of making the Loan to Grantor, the Grantee requires that Grantor enter into this Agreement.

Agreement

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, Grantor hereby covenants and agrees with Grantee that, from and after the date hereof:

Grantor shall not, without the prior written consent of the Grantee: (a) create, incur, assume or suffer to exist any mortgage, pledge, lien, security interest or other charge or encumbrance (including the retained security title of a conditional vendor) of any nature in, upon or with respect to the property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), (b) grant, bargain, sell, convey, assign, transfer or otherwise dispose of, any of Grantor's right, title and interest in and to the Property, or (c) assign or otherwise convey any right to receive income, rents, proceeds, issues or profits arising out of or from the Property, or any tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Property or any part thereof.

If Grantor violates the aforesaid covenant, then such action shall be an Event of Default as defined in and pursuant to that certain Loan Agreement by and between Grantor and Grantee of even date herewith, and, in such event, the entire balance of the Loan and all interest accrued thereon (or such parts as the Grantee may elect) shall without notice become due and payable forthwith at the option of the Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

Faith Presbyterian Church

By: 

Name: Monroe H. Johnson

Title: Trustee

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Monroe H. Johnson, whose name as Trustee of Faith Presbyterian Church, an Alabama non-profit corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

Given under my hand and official seal this the 24th day of July, 2024.

Laura Russell Herrera
Notary Public

AFFIX SEAL

My commission expires: 5/8/2027

Exhibit A

[Description of Property]

Lot 1A, according to a Resubdivision of Faith Presbyterian Church, as recorded in Map Book 57, page 31, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/29/2024 03:25:26 PM
\$31.00 BRITTANI
20240729000233610

Allie S. Bayl