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THIS INSTRUMENT PREPARED BY: (NAME) Linda Shunnarah  
(ADDRESS) Central Bank of Birmingham

STATE OF ALABAMA )  
COUNTY OF Jefferson ) **AGREEMENT NOT TO ENCUMBER OR TRANSFER REAL PROPERTY**

As an inducement to Central Bank of Birmingham, Birmingham, Alabama (hereinafter called "Bank") to grant credit to the undersigned (hereinafter called "Borrower," whether one or more) under a promissory note for the principal sum of \*\*\*\*Six-Thousand Dollars And No/100s\*\*\*\* (DOLLARS) (\$ \*\*\$6,000.00\*\*), plus interest, dated June 11 1981, and in consideration thereof, Borrower AGREES that until said note and any extension or renewal thereof shall have been paid in full or until twenty-one (21) years following the death of the last survivor of the Borrower, whichever shall occur first,

- (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 not, without the consent in writing of Bank first had and obtained,
  1. Create or permit any lien or other encumbrances (other than presently existing liens) to exist on the following described real property, or
  2. Transfer, sell, hypothecate, assign or in any manner whatever dispose of the following described real property, situated in the County of Shelby State of Alabama.

Lot 7, according to the survey of Monte Bello, as recorded in map book 6, page 23, in the office of the Judge of Probate of Shelby County, Alabama situated in Shelby County, Alabama.

See release miss Book #8 Page 590 (1-11-82)

BOOK 41 PAGE 189

1981 JUN 26 AM 11:49  
*Thomas W. Shunnarah*  
JUDGE OF PROBATE

Rec. 150  
Ind. 100  
250

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, then 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 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.

Dated this 11 day of June, 19 81

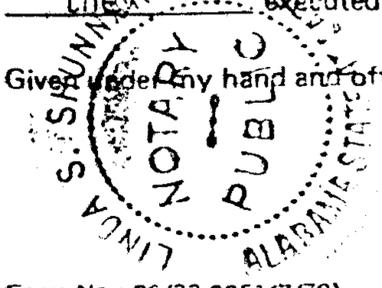
Ralph V. Scott  
Ralph V. Scott  
Deborah S. Scott  
Deborah S. Scott

19810626000070570 1/1 \$ .00  
Shelby Cnty Judge of Probate, AL  
06/26/1981 12:00:00 AM FILED/CERT

STATE OF ALABAMA )  
COUNTY OF Shelby )

I, Linda S. Shunnarah, a Notary Public in and for said County in said State, hereby certify that Ralph V. Scott and Deborah S. Scott, whose name s are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11 day June, 19 81



Linda S. Shunnarah  
NOTARY PUBLIC

My Commission Expires: June 5, 1985