

This mortgage paid in full and satisfied this
the 12 day of Jan 1973
BY Conrad M. Souder
SEE PIA FILED VOL. 3 P. 313 ATTY. IN FACT

RECORDING REQUESTED BY

When Recorded Mail to: Mountain View Lumber Company
Route #1
Sterrett, Alabama

4271

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF RENTS AND AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

In consideration of and as security for a credit accommodation extended by Mountain View Lbr. Co. (hereinafter referred to as the Seller) evidenced by a promissory note dated June 13, 1961 in the amount of \$ 3910.80 which credit accommodation was made for the improvement of that certain property located in Westover, County of Shelby, State of Alabama and described as follows:

25 miles So. of B'ham on highway #280 at Westover, Alabama
The undersigned, and each of them, (hereinafter referred to as the Buyer) agree with the Seller or its assigns as follows:

1. Without the prior written consent of the Seller or its assigns, Buyer will not create or permit any lien or other encumbrance (other than those presently existing) to exist on the above described real property and will not transfer, sell, assign or in any manner dispose of said real property or any interest therein.
2. Buyer hereby assigns to the Seller or its assigns all moneys due or to become due to the Buyer as rental or otherwise for or on account of such real property, reserving unto Buyer the right to collect and retain any such moneys prior to Buyer's default under the terms of the note described above.
3. Seller or its assigns is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as the Seller or its assigns at its option may elect.
4. This agreement is expressly intended for the benefit and protection of the Seller and its assigns and all subsequent holders of the note described above. Buyer warrants and represents that Buyer owns the above described real property.
5. This agreement shall remain in full force and effect until the note described above shall have been paid in full or until twenty-one (21) years following the death of the last survivor of the undersigned, whichever first occurs.

DATED:

Witness:

STATE OF Alabama
COUNTY OF Shelby

} ss.

Professor Moore
Gerdie Moore
Gerald Moore
(Co-Signer -- Son)

On this 20th. day of June, 19 61, before me, Virgil Wheat, a Notary Public in and for said County, appeared and are known to me to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same. Witness my hand and official seal.

Virgil Wheat
Notary Public in and for said County and State

For value received the undersigned does hereby assign and transfer to Allied Building Credits Inc. all of its right, title and interest in and to the foregoing instrument.

Dated this 21st. day of June, 19 61

Seller: Mountain View Lumber Company

By Joe R... Manager Title

STATE OF Alabama
COUNTY OF Shelby

} ss.

On this 21st. day of June, 19 61, before me, Virgil Wheat, a Notary Public in and for said County, appeared and is known to me to be the person whose name is subscribed to the foregoing assignment, and acknowledged that he executed the same.

Virgil Wheat
Notary Public in and for said County and State

Witness my hand and
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
6-22-61
RECORDED & \$1 MITG. TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Souder
JUDGE OF PROBATE

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