

Agreement not to Encumber or Transfer Real Property

As an inducement to Bank For Savings & Trusts, Birmingham, Alabama, (hereinafter called "Bank") to grant credit to the undersigned under a promissory note for the sum of \$ 1065.00, dated June 5, 1963 or to purchase from Southern Supply Company, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ _____, dated _____, and payable to "Dealer", and in consideration thereof, the undersigned, (hereinafter called "Borrowers") jointly and severally AGREE 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 undersigned, whichever shall occur, first,

- (a) "Borrowers" 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) "Borrowers" 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

Part of the Northeast Quarter of the Northeast Quarter of Section 4 Township 20 Range 1 East, described as follows: Commence at the Northwest corner of said forty-acre tract and run thence East to the next corner; thence South to a ditch, known as Middle Ditch; thence in a Southwesterly direction to a pine stump and oak bush on the branch that runs from the starting point; thence up said branch to the starting point.

It is further AGREED and understood that if default be made in any of the terms hereof, or of any instrument executed by "Borrowers" in connection herewith, or in the payment of any indebtedness or obligation of "Borrowers", 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 the "Bank" immediately due and payable.

It is further AGREED and understood that the "Bank", in its discretion, is hereby authorized and permitted by "Borrowers" to cause this instrument to be recorded at such time and in such places as "Bank" may, in its discretion, elect.

This 5 day of June, 19 63

James B. Moore

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M. E. Allbritton
Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama
Jefferson County)

I, Sue Dickinson, hereby certify that James B. Moore whose name 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of June, 19 63.

Sue Dickinson
My Comm. Exp. April 20, 1966

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 6/11/63
RECORDED & PAID TAX
& \$ 1.00 DELT TAX HAS BEEN
PD. ON THIS INSTRUMENT.

ACKNOWLEDGMENT FOR CORPORATION

State of _____
County)

I, _____ in and for said county in said state, hereby certify that James B. Moore whose name as _____ of the _____, a 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 19 _____.

See Release in Deed Book 239 Page 797