

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 \$ 1776<sup>00</sup>, dated 8/27/63 or to purchase from Amex, (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

5A Tract: Begin at a point on West R/W line of Montevallo-Ashville Hwy where said R/W line intersects N line of SW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> of SW<sup>1</sup>/<sub>4</sub> and run thence North along West margin of R/W of said road 270 ft to an iron stob on W R/W line of said road; thence West 800 ft to an iron stob; thence South 270 ft to North line of SE<sup>1</sup>/<sub>4</sub> of SW<sup>1</sup>/<sub>4</sub> thence run East along North lines of said SE<sup>1</sup>/<sub>4</sub> of SW<sup>1</sup>/<sub>4</sub> and SW<sup>1</sup>/<sub>4</sub> of SE<sup>1</sup>/<sub>4</sub> 800 ft to point of ##### beginning.  
6 room frame house

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 27 day of August, 1963

+ William L. Rockett  
+ Edna H. Rockett

J. H. Masley  
Witness

Witness

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ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama  
Jefferson County)

I, Sue Dickinson, hereby certify that William L. Rockett and Edna H. Rockett 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 27th day of August, 1963

My Commission Expires April 30, 1966

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 8/30  
1963  
RECORDED & \$ \_\_\_\_\_ MTG. TAX  
& \$ \_\_\_\_\_ DEED 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 Amex 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 Deed Book 245 Page 736