

See Release in Deed Book 256 Page 91

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Muse, Marvin D.
Muse, OmiJean S.

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 \$ 1390.20, dated 11/14/63 or to purchase from Dee, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 1390.20, dated 11/14/63, 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

Legal Description.

Begin at the Northeast Corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29, Township 20, Range 1 East and run west 330 feet; thence South 176 feet, more or less, to the North line of that Certain road leading from the Carnegie residence to the paved road leading from Westover to Alabama Highway No. 25; thence east 330 feet to the east line of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 29; thence North along said forty acre line run 176 feet, more or less, to the point of beginning.

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 14th day of November, 19 63

Marvin D. Muse

X OmiJean S. Muse

Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
JEFFERSON County)

I, Sue Dickinson, hereby certify that Marvin D. & OmiJean S. Muse
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 14th day of November, 19 63.

Sue Dickinson

ACKNOWLEDGMENT FOR CORPORATION

State of _____)
County)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED
11/19/63
MTG. TAX
HAS BEEN
PAID
FOR THIS INSTRUMENT.

I, _____ in and for said
county in said state, hereby certify that _____ 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 _____.

Bank for Savings and Trusts
BOOK 228 PAGE 147

AGREEMENT ON REAL PROPERTY

128
572

State of _____
County of _____
Filed for registration _____, 19 _____
in Record Book No. _____, Page _____

Fee \$ _____ paid.

Register

By _____ D.R.

Bank for Savings And Trusts
Birmingham, Alabama