

RECORDING REQUESTED BY

When Recorded Mail to:

2422
MAZER LUMBER CO.
P.O. Box 868
BIRMINGHAM, ALA.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/22/64
RECORDED & \$... MTG. TAX
& \$... DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Jauler
JUDGE OF PROBATE

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 Mazer Lumber & Supply Co., Inc. (hereinafter referred to as the Seller) evidenced by a promissory note dated in the amount of \$2227.⁰⁰ which credit accommodation was made for the improvement of that certain property located in town of Calera, County of Shelby, State of Alabama and described as follows: Lots 3 and 4, Block 106, according to Dunstan's Map and Survey of Calera, Alabama, as recorded in Map Book 173, Page 436, in the Office of the Judge of Probate of Shelby County, 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 JEFFERSON

} ss.

On this 20th day of March, 1964, before me, Lawrence F. Adams, a Notary Public in and for said County, appeared Willie F. Smith & Edith Smith 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.

Lawrence F. Adams
Notary Public in and for said County and State

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

Dated this 20th day of March, 1964.

Seller: Mazer Lumber and Supply Co., Inc.

By

Title

STATE OF ALABAMA
COUNTY OF JEFFERSON

} ss.

On this 20th day of March, 1964, before me, Lawrence F. Adams, a Notary Public in and for said County, appeared J. B. MAZER known to me to be the person whose name subscribed to the foregoing assignment, and acknowledged that he executed the same. Witness my hand and official seal.

Lawrence F. Adams
Notary Public in and for said County and State