

4225 10-18-65687

Hand, E. L.
Hand, Willie

Agreement not to Encumber or Transfer Real Property

in inducement to Bank For Savings & Trusts, Birmingham, Alabama, (hereinafter called "Bank") to grant
to the undersigned under a promissory note for the sum of \$835.24, dated _____,
or to purchase from Sutton Supply Co. (hereinafter called "Dealer") the promissory
note of the undersigned, in the principal amount of \$835.24, dated 5-5-64, 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

Commencing at the SE corner of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the
SE $\frac{1}{4}$ of Section North 14, Township 21, Range 2. Along the
South a distance of 776.2 ft to the beginning of the land
herein conveyed, run North to the Southernborder of the
Saginaw-Columbiana Road; run west, thence run South to the
intersection of the South borderline of said N $\frac{1}{2}$ of NE $\frac{1}{4}$ of
SE $\frac{1}{4}$, Section 14, Township 21, Range 2, thence run East
200 ft to 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 "Bor-
rowers", 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
"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 May, 1964

E. L. Hand

Willie Hand

Willie Hand

STATE OF ALABAMA
JEFFERSON COUNTY

I, Jane Easterwood, hereby certify that E.L. & Willie Hand, 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 the 8th day of May, 1964.

S/ Jane Easterwood

My commission expires July 24, 1965

Seal

Filed May 12, 1964 at 8 A.M.

See release Miss. Bond #6 Page 173 8/9/82