Agreement not to Encumber or Transfer Real Property

Bank For Savings Office of Birmingham Trust National Bank

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As an inducement to Bank For Savings & Trusts, Birmingham, Alabama, Sherpinafter called "Bank") to grant credit to the undersigned under a promissory note for the sum of \$1/5.5, dated 6.2-6.4 "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 Alabama ... State of

Frame house, 3 bedrooms with 2 baths.

35'X 50' frame house with 3 bedrooms, 2 baths, living room, den, utility room. Small dining room and kitchen to be made into one large kitchen.

Situated in the Eb of SEb of Section 12 Township 21, Range 3 West at Saginaw, Shelby County, Alabama.

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.

This3x	d_doy of June.		Tuce C. Re	in Pallill			
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i, whose that, be date.	name is signed ing informed of	o the forego	oing in	strume:	nt, and merit, h	who is	known	to me,	ackn	owledg	jed bef	ore me	Redfield on this day same bears