5-7-73

330

See release Misc Bk 4 page

R.E. 1.25 7148 1-13-68654

Agreement not to Encumber or Transfer Real Property

Moore, Edward Jr
Moore, Eliaabeth M

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 $3261.60, dated 10-14-64 or to purchase from __________, (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

Legal Description:

Lot 1 according to the map of Altadena Valley Country Club Fairway Sector as recorded in Map Book 64, Page 25, in the Office of the Judge of Probate of Jefferson County, Alabama, and Map Book 4, Page 92, in the Office of the Judge of Probate of 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.

This 14 day of October, 1964

Edward Moore Jr
X Elizabeth M. Moore

____
Witness

____
Witness

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ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabema)
Jefferson County)

I, Jean Ann Simon, hereby certify that Edward Moore, Jr and Elizabeth M. Moore 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 14 day of October, 19 64.

Jean Ann Simon

My Commission Expires May 6, 1968

ACKNOWLEDGMENT FOR CORPORATION

State of)
County)

I, ________, a ________ 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____.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/15 1964
RECORDED
PD
JUDGE OF PROBATE

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AGREEMENT ON REAL PROPERTY

State of

County of

Filed for registration

in Record Book No. Page

Fee $ paid.

Register

By D.R.

Bank For Savings And Trusts
Birmingham, Alabama