

199 1-30-69113
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 \$ 8,422, dated November 9, 1964 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

The Southeast end of lot number five in Block number 2 in the town of Wilton, according to the map of "Birmingham Junction" (by which name the town of Wilton was formerly known), as recorded in the Office of the Probate Judge of Shelby County, Alabama; that is to say, all of said lot lying Southeast of the lots known as W. D. McLendon Lot and the E. S. Ambrose Lot, and which Southeast end hereby conveyed is known and called the R. O. Camp Place, and including the lot devised by said R. O. Camp to Glennie Haumans and by her conveyed to E. A. Camp, Pora Ambrose and Ebney Camp, Jr., and which is one of the parcels of land conveyed to Lenwood Cochran by G. H. Crosby and wife, by deed dated to-wit: the 7th day of March, 1922, situated lying and being in 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 9 day of November 1964

X Virgil H. Smitherman

X Mrs. Sarah B. Smitherman

L. H. Mosley
Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Jefferson County)

I, Jean Ann Simon, hereby certify that Virgil H. Smitherman and Sarah B. Smitherman, 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 this day the same bears date.

Given under my hand this 10 day of November 1964

My Commission Expires May 6, 1968

ACKNOWLEDGMENT FOR CORPORATION

State of)
County)

I, county in said state, hereby certify that of the

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.

STATE OF ALA. SHELBY CO.
CERTIFY THIS INSTRUMENT
WAS FILED ON
12/12/64
RECORDED & INDEXED
PD. CHASE

See Release in Head Book 282 Page 889