

1793
10-18-70578
Cherry, C. E.
Cherry, Jessie
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 \$733.00, dated Feb 1 - 65 or to purchase from Southern Supply Co, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$733.00, dated Feb 1 - 65, 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 E₁ of the NE₁ of Section 14, Township 21, Range 2 West
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 1 day of Feb, 1965

C. E. Cherry
Jessie Cherry

Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama
Jefferson County)

I, Sue Dickinson, hereby certify that C. E. & Jessie Cherry 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 2nd day of February, 1965

Sue Dickinson
My Commission Expires April 23, 1966

ACKNOWLEDGMENT FOR CORPORATION

State of _____
County)

I, _____ in and for said county in said state, hereby certify that Conrad M. Fowler 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 1/23
2/3 1965
RECORDED & \$____ MTC. TAX
& \$____ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.