

58-12-
Smith, Gene
Smith, Martha W

Agreement not to Encumber or Transfer Real Property

Bank For Savings Office of Birmingham Trust National Bank

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 \$ 1109.67, dated 8-19-65 to purchase from SOUTHERN SUGAR COMPANY, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 1109.67, dated Aug 19, 1965 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.

East side of Highway 280, 12 miles South of Birmingham in
Section 17, Township 19, Range 1 West 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.

OK 237 PAGE 113
This 19 day of August, 19 65

Gene Smith
Martha W. Smith

Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Jefferson County)

I, Nancy Cowart, hereby certify that Gene Smith and Martha W. Smith 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 19 day of August, 19 65

Nancy Cowart
My Comm. Expires 2-18-67

ACKNOWLEDGMENT FOR CORPORATION
State of _____
County)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
HAS FILED ON 8-21 1965
RECORDED & INDEXED
& \$ 1.00 TAX
PD. C. 1.00

in and for said