

Shelby Co.

3092

Agreement not to Encumber or Transfer Real Property

As an inducement to City National Bank of Birmingham, Birmingham, Alabama, (hereinafter called "Bank" to grant credit to the undersigned under a promissory note for the sum of \$ 1956.96, dated 3-20-67 or to purchase from Shelby (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 1956.96, 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

Commence at the NE corner of the above described SE $\frac{1}{4}$ SE $\frac{1}{4}$ and in a westerly direction along the north line of said quarter-quarter run a distance of 348.25 feet to the west line of the Chelsea-Simsville Road for the Point of Beginning; thence continue along the same said course for a distance of 350.0 feet; thence turn an angle of 127° 38' to the left for a distance of 250.0 feet; thence turn an angle of 52° 22' to the left for a distance of 350.0 feet; thence turn an angle of 127° 38' to the left for a distance of 250.0 feet to the Point of Beginning.

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 20th day of march, 1967

x Harold H. Thomas

x George Thomas

Shelby
Witness

Witness

BOOK 247 PAGE 358

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Jefferson)
County)

1, Shanda Sue Black, hereby certify that Carol N. Thomas

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 20 day of March, 19 67.

Charles Lee Black

STATE OF ALA. SHEET BY CO. J.
INSTITUTIONAL
RECEIVED
1967 MAR 28 AM 8:40
1967 MAR 28 AM 8:40
REC. BK. & PAGE AS SHOWN ABOVE
U.S. FILE NUMBER DR
REC. BK. & PAGE AS SHOWN ABOVE
C-118-50
JUDGE OF PROBATE whose

ACKNOWLEDGMENT FOR CORPORATION

State of _____)
County)

I, _____, a _____
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____

653

BOOK 217 PAGE

City Nat'l Bank
B'ham

AGREEMENT ON REAL PROPERTY

State of _____
County of _____

Filed for registration _____, 19__

in Record Book No. _____, Page _____

Fee \$_____ paid.

Register

By _____ D.R.

**City National Bank of Birmingham
Birmingham, Alabama**