

11598

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 \$ 1,200.96, dated Sept. 13, 1968 or to purchase from ASSOCIATED DRILLERS, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 981.60, dated Sept. 13, 1968 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 N. E. corner of Sec. 25, Township 21 S., R-3-W and run South along the Section line a distance of 1,328.0 feet; thence turn an angle of 94 deg. 20 min. to the right and run a distance of 109.76 feet to the point of beginning; thence continue in the same direction a distance of 209.95 feet; Thence turn an angle of 93 deg. 48 min. to the right and run a distance of 1280.84 feet to the east row line of Smokey Road; thence turn an angle of 94 deg. 15 min. to the right and run along the East Row line of said Road a distance of 210.0 feet; thence turn an angle of 85 deg 45 min. to the right and run a distance of 1251.37 feet to the point of beginning. Situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25. Township 21 South, Range 3 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 13th day of September, 19 68

x William E. Morris
x Anna Morris

x Maxi Dutton
Witness

Witness

See Release in
Deed Book
255 page
802

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Jefferson County)

William E. Morris and
Ann Morris

I, Wanda Sue Black, hereby certify that Ann Morris
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 13th day of September, 19 68.

Wanda Sue Black

STATE OF ALA. SEC. 1
INSTRUMENT NO. 1111
1968 SEP 18
U.C.C. FILE NUMBER
REC. BK. & PAGE AS SHOWN
CONFIRMED
JUDGE OF PROB.

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 _____.

City National Bank
Birmingham 254 925

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