

1767

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 \$ 1,578.60, dated 1/23/69 or to purchase from ASSOCIATED DRILLERS, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 822-9511 1,290.48, dated 1/6/69, 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 Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 21, Township 19 South, Range 2 West; thence in a Southerly direction along the West line of said quarter-quarter section for a distance of 607.67 feet; thence turn an angle to the left of 87deg., 30 min. and in a Easterly direction for a distance of 40.04 feet to the point of beginning; thence continue along the last described course for a distance of 400.0 feet thence turn an angle to the left of 92 deg. 30 min. and in a Northerly direction for a distance of 250.0 feet; thence turn an angle to the left of 87 deg. 30 min. and in a Westerly direction for a distance of 400.0 feet to a point 40 foot East of the West line of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 21 Township 19 South, Range 2 West; thence turn an angle to the left of 87 deg. 30 min. and in a Southerly direction parallel with the West line of said quarter-quarter section for a distance of 250 feet to the point of beginning. Said tract containing 2.3 acres, more or less.

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 23rd day of January, 19 69

x Oreston L. Jackson
x Patricia Ann Jackson

Neil W. McCarly
Witness

Witness

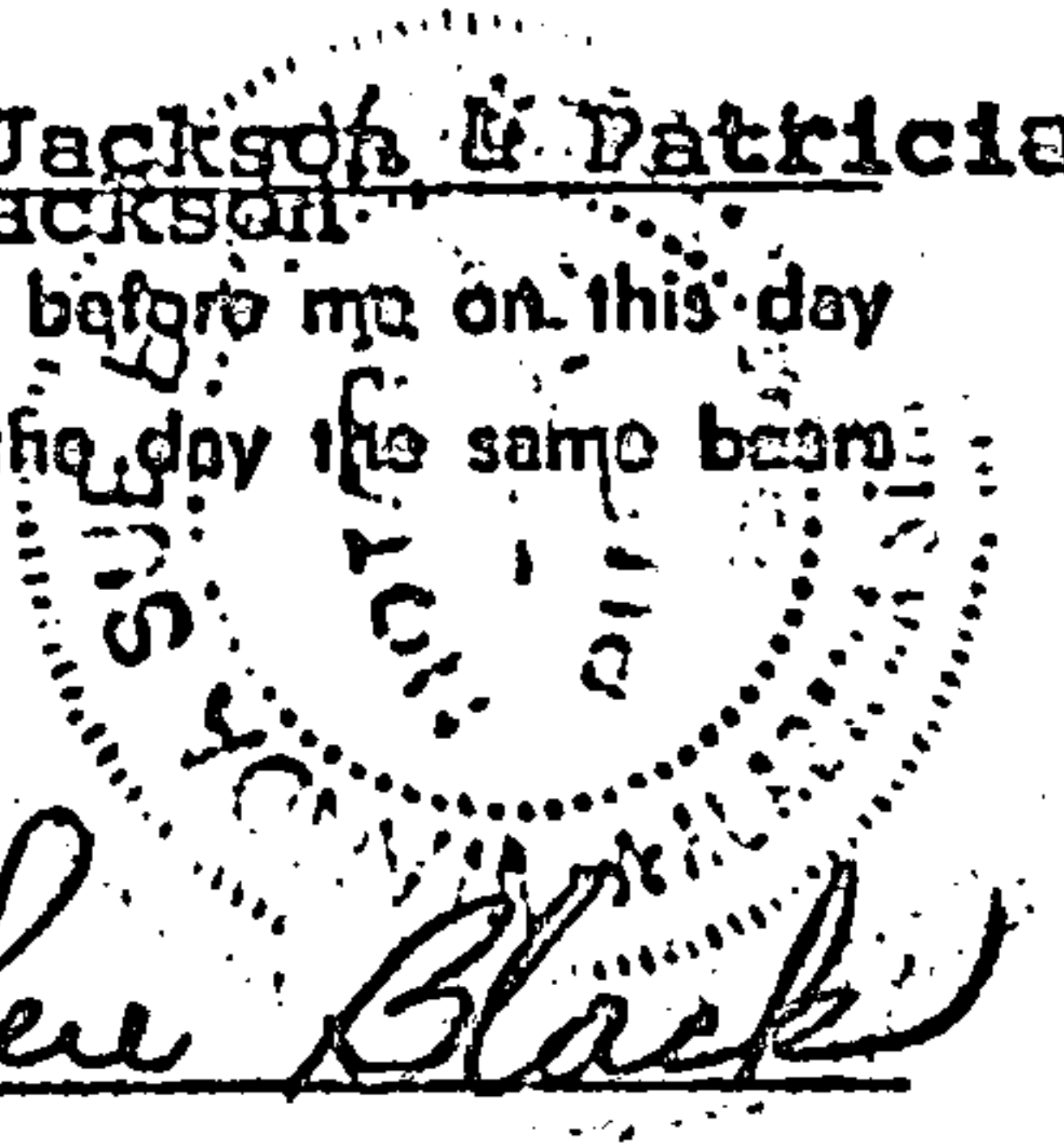
ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama
Shelby County)

I, Thonela Lee Black, hereby certify that Preston L. Jackson & Patricia Ann Jackson 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 23 day of January, 1969

Thonela Lee Black



ACKNOWLEDGMENT FOR CORPORATION

State of _____
_____ County)

I, _____, do hereby certify that _____ 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____

STATE OF ALA. SHELBY CO.
NOTARILY THIS
INSTRUMENT WAS FILED
1969 JAN 28 AM 9:17
U.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE

City National Bank
Birmingham

AGREEMENT ON REAL PROPERTY

BOOK 255 PAGE 534

State of _____
County of _____
Filed for registration _____, 19____
in Record Book No. _____, Page _____
Fee \$ _____ paid.

By _____
Register

City National Bank of Birmingham
Birmingham, Alabama