

3179

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 \$ 920.86, dated June 18, 1969 or to purchase from ASSOCIATED DRILLERS, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 753.00, dated June 18, 1969, 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

located in the east $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 4, Township 18 South, Range 1 East, Shelby County, Alabama - Commence at the Southwest Corner of the northeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said Section 4 and run north along the east $\frac{1}{4}$ - $\frac{1}{4}$ line 312 feet to the intersection - thence run South 57 degrees west of said road boundary 170 feet.

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 19th day of June, 1969

X Billy G. Kirkland
X Glennie Kirkland

X Alayne Davis
Witness

Witness

BOOK 258 PAGE 389

ACKNOWLEDGMENT FOR INDIVIDUAL

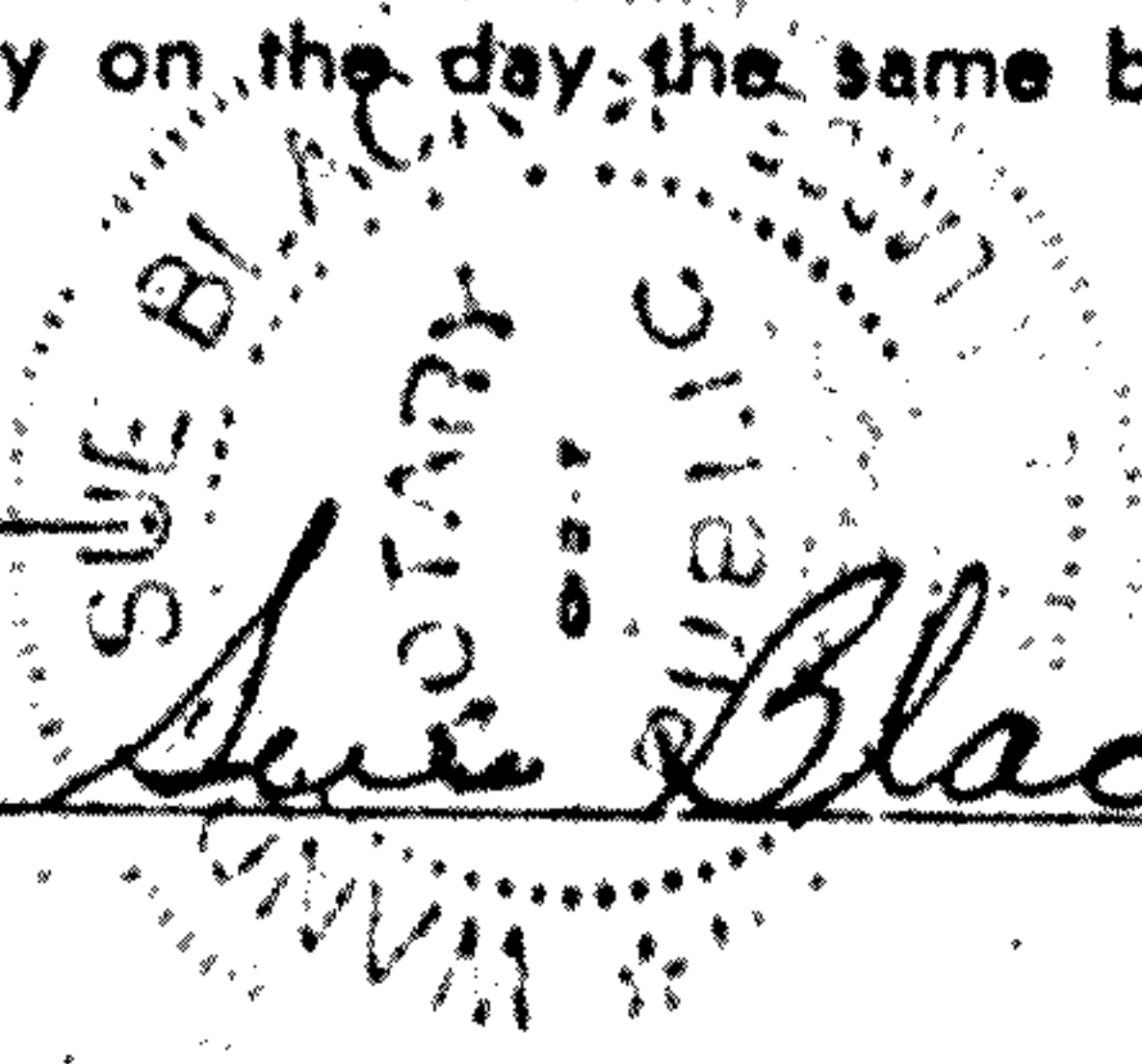
State of Alabama)
Shelby County)

Billy J. Kirkland

I, Wanda Sue Black, hereby certify that Gloria Kirkland
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 June, 1969

Wanda Sue Black



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____.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1969 JUN 24 AM 9:07

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE

Confidential

JUNE OF PROBATE D.R.

By _____

Register

Fee \$ _____ paid.

in Record Book No. _____, Page _____

Filed for registration _____, 19____

County of _____

State of _____

AGREEMENT ON REAL PROPERTY BOOK 238 PAGE 330

City National Bank

City National Bank of Birmingham
Birmingham, Alabama