

3858

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 \$ 550.00, dated August 21, 1969 or to purchase from ASSOCIATED DRILLERS, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 450.00, dated Aug 21, 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

A part of the NE $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Section 30 Township 19 Range 2 West more particularly described as follows: Begin at the S.W. Corner of said forty Acre Tract and run North along the western boundry of said Forty Acre Tract, A distance of 320 feet to the Southermost corner of a certain Triangle tract heretofore granted to B. A. and F.A. Chase: Thence in a Northereasterly direction along the boundry of said Chase tract to a point on the northern Boundry of said forty acre tract which is 320 feet west of the N/E Corner thereof; Thence East along said northern boundry a distance of 15 feet, Thence South and Parallel with the Eastern Boundry of said Forty Acre tract 1320 feet to the S Southern Boundry of said Forty Acre Tract; thence West along said Southern Boundry 1015 feet to the Point of beginning. (20 Acre Tract.)
D. Book 162 page 513 , October 12, 1953

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 21st day of August, 1969

Alma Rutherford Brooks

Quentin Casey
Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

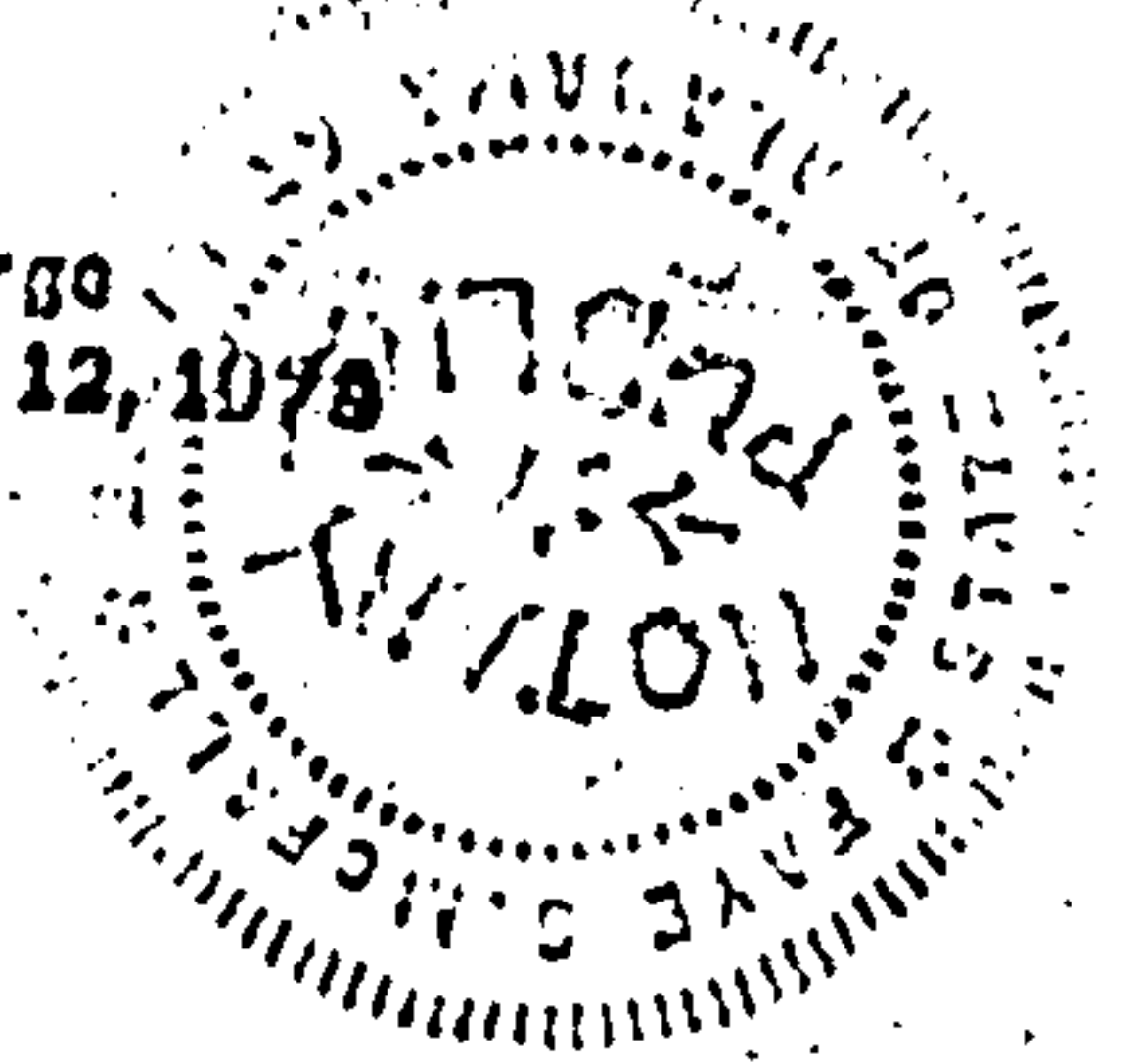
State of Alabama)
Jefferson County)

I, Faye S. McFall, hereby certify that Alma Rutherford Brooker
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 21st day of August, 1969.

Faye S. McFall

Notary Public
Alabama State at Large
My Commission Expires Feb. 12, 1978



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____.

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

Conrad McFall

JUDGE OF PROBATE

STATE OF ALA. SHELLEY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
1969 SEP -3 AM 9:03
City National Bank of Birmingham
Birmingham, Alabama

BOOK 259 PAGE 281

AGREEMENT ON REAL PROPERTY

City Nat'l Bk of Bham
Bham Ala

754

State of _____
County of _____

Filed for registration _____, 19____
in Record Book No. _____, Page _____

Fee \$ _____ paid.

By _____ Register