

35<sup>5</sup>

## 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 \$3,453.45, dated Oct. 24, 1969 or to purchase from \_\_\_\_\_, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$\_\_\_\_\_, 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 Ala.

Lot 8, according to the Map of Indian Crest Estates, as recorded in Map Book 5, Page 40, in the Probate Office of Shelby County, Alabama.

Minerals and ~~a~~ mining rights excepted.

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 24 day of October, 19 69

X John W. Conner  
X Elaine H. Conner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)  
Jefferson County)

I, Wanda Sue Black, hereby certify that John W. Connell, Jr. & Elaine H. Connell 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 24 day of October, 1969.

Wanda Sue Black

ACKNOWLEDGMENT FOR CORPORATION

State of \_\_\_\_\_)  
County)

I, \_\_\_\_\_, \_\_\_\_\_ 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\_\_\_\_.

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BOOK

AGREEMENT ON REAL PROPERTY

City National Bank

Shawnee Allen

State of \_\_\_\_\_

County of \_\_\_\_\_

Filed for registration \_\_\_\_\_, 19\_\_\_\_

in Record Book No. \_\_\_\_\_, Page \_\_\_\_\_

Fee \$ \_\_\_\_\_ paid.

Register

By \_\_\_\_\_

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1969 OCT 28 AM 8:28  
City National Bank of Birmingham, Alabama  
Birmingham, Alabama  
U.C.C. FILE NUMBER OR  
REC. BK. & PAGE AS SHOWN ABOVE  
Deane J. J. J. J.  
JUDGE OF PROBATE

100

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