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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 \$ 626.64, dated December 4, 1969 or to purchase from ASSOCIATED BROS, (hereinafter called "Dealer") the promissory

note of the undersigned, in the principal amount of \$ 822.9511, dated December 4, 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

*Lot 25, ^{1/2} mi Shelby Shores,
1st Addition, according to Map of
Shelby Shores. 1st Addition as recorded
in Probate Office of Shelby County,
Alabama, Map Book 5, Page 29.*

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 4th day of December, 1969

BOOK 260 PAGE 505

Paula Casey
Witness

Johnny L. Lane Jr.
John L. Lane

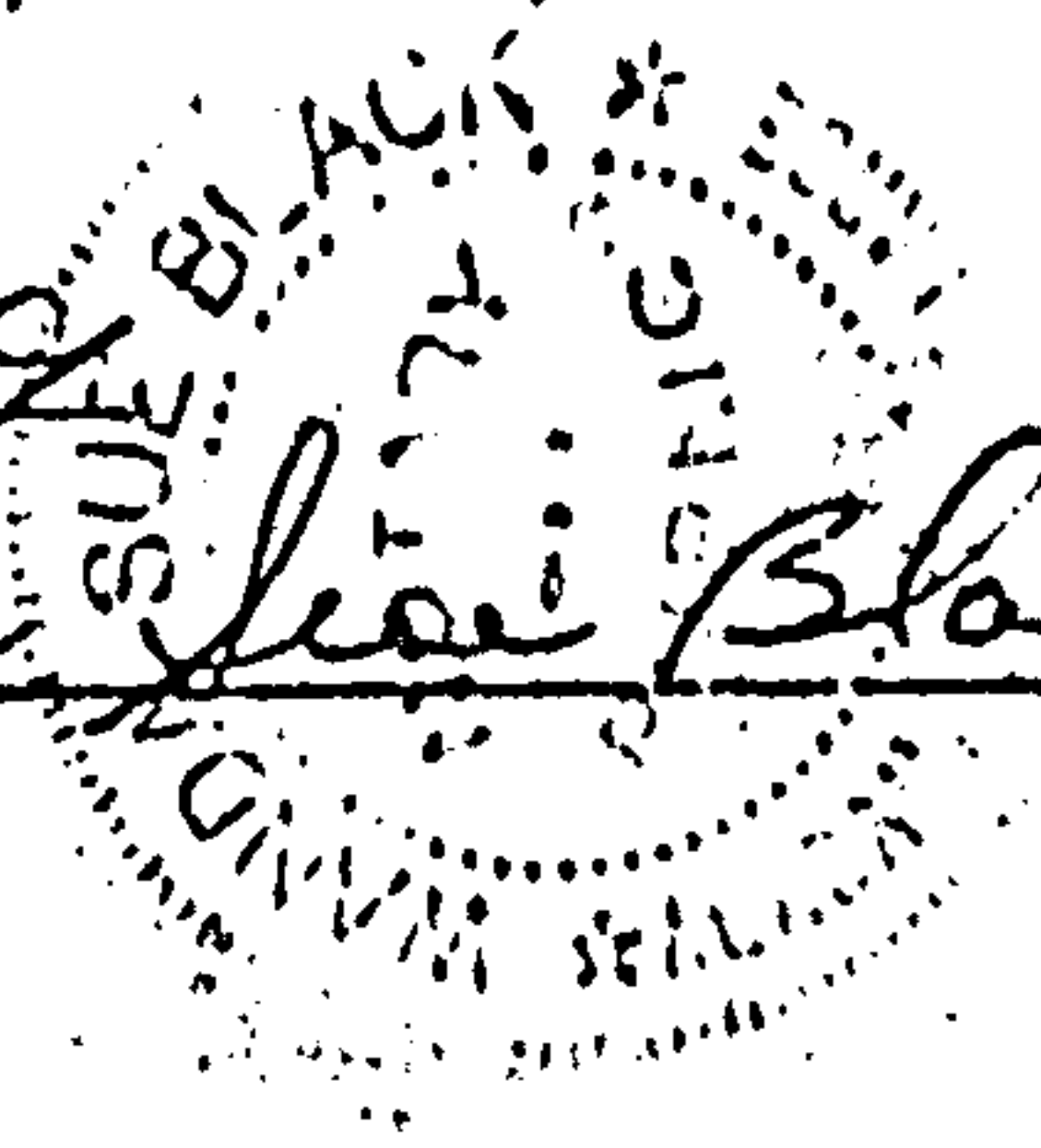
Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Jefferson County)

I, Wanda Sue Black, hereby certify that Johnny L. Lowe, Jr. & Jean F. Lowe whose names are 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 4th day of December, 1969
Wanda Sue Black



ACKNOWLEDGMENT FOR CORPORATION

State of _____)
County)

I, _____, do 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 DEC 10 AM 10:14
U.C.C. FILE NUMBER OR
FED. EX. & PAGE NO. SHOWN ABOVE
JULIE OF PROSTATE
D.R.

BOOK 260 PAGE 506

AGREEMENT ON REAL PROPERTY

City National Bank
Birmingham

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

Fee \$ _____ paid.

By _____
Register

City National Bank of Birmingham
Birmingham, Alabama

206-1064