

1214

## 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 \$ 982.56, dated December 28, 1970 or to purchase from **ASSOCIATED DRILLERS, INC.**, (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ 858.00, dated December 28, 1970, 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,

- Highway 31 South  
Route 1, Box 484  
HELENA, ALA. 35080
- (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 South west corner of Section 34, Township 21, So. range 1 East and run North 0° 55 minutes West (magnetic barring) a distance of 2,342.98' to the point of beginning 40' East of the center line of Shelby Co. hi-way # 77 thence turn an angle of 1° 19 minutes to the left and run northerly 40' right of an parallel to the center line of County road a distance of 260.0' to a point on the South 40' right of way line of Shelby Co. highway # 28. Thence turn an angle of 90° 33 minutes to the right and run easterly along the said right of way line a distance of 210.0' to a point. thence turn an angle of 89° 27 minutes to the right and run Southerly and parallel to County highway # 77. A distance of 260.0' to a point thence turn an angle of 90° 33 minutes to the right and run Westerly and parallel to County highway # 28 a distance of 210.0' to the point of beginning. Situated in the Northwest corner of the Northwest quarter of Southwest quarter. Section 34, Township 21 South, Range 1 East, and contains 1.25 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 31 day of December, 1970

x Bobby Lee Talton  
x Gail Talton

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PAGE  
BOOK 205  
Justin Casey  
Witness

Witness



ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama  
Jefferson County)

Bobbie Joe Talton  
Gail Talton

I, Shanda Sue Black, hereby certify that

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 31 day of December, 1970.

Shanda Sue Black

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 JAN - 6 AM 8:45  
U.C.C. FILE NUMBER ONE  
REC. BK. & PAGE AS SHOWN ABOVE  
Clerk of Probate  
JUDGE OF PROBATE

ACKNOWLEDGMENT FOR CORPORATION

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

I, \_\_\_\_\_, a \_\_\_\_\_  
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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AGREEMENT ON REAL PROPERTY

City Nat'l Bk  
Shaw

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

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

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

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

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

Register

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By \_\_\_\_\_ D.R.

City National Bank of Birmingham  
Birmingham, Alabama