

70139-299538

Return to: Karen Hartley - MPL - Collier

BIRMINGHAM TRUST NATIONAL BANK

BIRMINGHAM, ALABAMA

446
Agreement not to Encumber or Transfer Real Property

Blom Trust

As an inducement to ~~the~~ National Bank of Birmingham, Birmingham, Alabama, (hereinafter called "Bank" to grant credit to the undersigned under a promissory note for the sum of \$ 4728.00, dated 11/5/71 or to purchase from Home Renovators, (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 Jeff Shelby State of Ala

Lot 2

Blk B

Sunny - Reynolds Add'l to S

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED
1971 JAN 25 PM 1:51
UCC FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
Corrected by 3/2/72
JUDGE OF PROBATE

This instrument prepared by J. O. Pharo

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 5 day of Jan, 1971

J. O. Pharo

Witness

John L. Farrington
Lynne Farrington

Witness

See release Misc Bk 18 page 170 (2-25-77)

BOOK 205 PAGE 802