

2496  
*Shelby Co*  
**Agreement not to Encumber or Transfer Real Property**

As an inducement to Central Bank and Trust Co., Birmingham, Alabama, (hereinafter called "Bank") to grant credit to the undersigned under a promissory note for the sum of \$3070.44, dated 3/29/71 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 Alabama

A part of the W $\frac{1}{4}$  of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 22 Township 19 South, Range 2 West, described as follows: Commencing at the SW corner of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said section 22 and run North along West line, North 2 deg. 30' West 842.9 feet to point of beginning of tract herein described; thence continue North 2 deg. 30' West 296.0 feet; thence South 53 deg. 30' East 366 feet; thence South 56 deg. 40' West 37.0 feet; thence South 73 deg. 10' West 33.0 feet; thence North 86 deg. 50' West 31.0 feet; thence North 76 deg. 50' West 38.0 feet; thence North 87 deg. 50' West 48.0 feet; thence run South 57 deg. 50' West 121.0 feet to point of beginning, containing .896 acres more or less.

Subject to Easement to Alabama Power Company.

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 29th day of March, 19 71

J. S. Godwin Jr.  
Witness

George W. Bibb  
Frances W. Bibb

Witness

19710413000014100 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
04/13/1971 12:00:00 AM FILED/CERT



ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama  
Shelby County)

I, T.E. Jones, hereby certify that George N. & Frances D. Bibb  
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 29th day of March, 19 71.

X [Signature]

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 \_\_\_\_\_

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1971 APR 13 AM 8:42  
U.C. FILE NUMBER OR  
RE. BK. & PAGE AS SHOWN ABOVE  
Conc. by [Signature]  
JUDGE OF PROBATE

267-143A  
AGREEMENT ON REAL PROPERTY

Central Bk & Trust Co.  
P.O. Box 192  
B'ham, Ala.  
George N. & Frances D. Bibb

State of Alabama  
County of Shelby

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

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

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

2.00

Register

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

Central Bank & Trust Co.  
Birmingham, Alabama

19710413000014100 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
04/13/1971 12:00:00 AM FILED/CERT