

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 \$ 1,002.96, dated April 8, 1971 or to purchase from ASSOCIATED DRILLERS, INC., (hereinafter called "Dealer") the promissory note of the undersigned in the principal amount of \$ 820.00, dated April 8, 1971, 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

The following described property situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17, Township 19 South, Range 1 West and more particularly described as follows: Commence at the Northwest corner of the above described NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and in a southerly direction along the West line of said quarter-quarter run a distance of 451.28 feet (s 2 deg. 30 min. E); thence South 55 deg. 26 min. East for 101.57 feet to the point of beginning; thence North 73 deg. 23 min. 30 sec. East for 197.94 feet to the West line of the public road; thence North 15 deg. 20 min. West for 37.4 feet; thence North 21 deg. 20 min. West for 112.6 feet along said road; thence South 35 deg. 06 min. West for 241.44 feet to the point of beginning.

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 8th day of April, 1971

X Maurice R. Hardin

X Martha Sue Hardin

Witness

Witness



19710416000014650 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/16/1971 12:00:00 AM FILED/CERT

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Jefferson County)

I, Charles Lee Black, hereby certify that Marvin B. Hardin -
Martha Lee Hardin

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 8 day of April, 1971.

Charles Lee Black

ACKNOWLEDGMENT FOR CORPORATION

State of _____)
County)



19710416000014650 2/2 \$.00
Shelby Cnty Judge of Probate, AL
04/16/1971 12:00:00 AM FILED/CERT

I, _____, a _____ 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____.

BOOK 267 PAGE 218
AGREEMENT ON REAL PROPERTY

City Nat'l Bank
Blount

State of _____

County of _____

Filed for registration _____, 19____

in Record Book No. _____, Page _____

Fee \$ _____ paid.

Register

By _____ D.R.
JUDGE OF PROBATE

U.C. FILE NO. _____
REC. BK. & PAGE AS SHOWN ABOVE

1971 APR 16
City National Bank of Birmingham
Birmingham, Alabama

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
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