

see release Misc Bl 23- Pg 692- (2-2-78)

2561

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 \$ 1,108.08, dated April 7, 1971 or to purchase from ASSOCIATED DRILLERS, INC., (hereinafter called "Dealer") the promissory

note of the undersigned, in the principal amount of \$ 1,000.00, dated April 7, 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

Begin at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 15; Township 21 South, Range 3 west, thence South along the East line of said quarter-quarter section 636.46 feet, thence 91°29' Right 200 feet, thence 88°31' right 636.17 feet, to the North line of said quarter-quarter Section, thence easterly along said North line 200 feet to the point of beginning.



19710416000014690 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/16/1971 12:00:00 AM FILED/CERT

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 "Borrowers" to cause this instrument to be recorded at such time and in such places as "Bank" may, in its discretion, elect.

This 7th day of April, 1971

Laurence Z Thomas

Shirley D Thomas

Laurence B Mc Muckers

Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL



19710416000014690 2/2 \$.00
Shelby Cnty Judge of Probate, AL
04/16/1971 12:00:00 AM FILED/CERT

State of Alabama
Jefferson County)

I, Shavella Sue Black,

hereby certify that Marvin C. Hardin
Martha Sue 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 7 day of April, 1971.

Shavella Sue Black

ACKNOWLEDGMENT FOR CORPORATION

State of _____
County)

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 220
AGREEMENT ON REAL PROPERTY

City Nat'l Bank
Bham

State of _____

County of _____

Filed for registration _____, 19____

in Record Book No. _____, Page _____

Fee \$ _____ paid.

Register

By _____ D.R.

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Consolidated

1971 APR 16 PM 4:04 Birmingham, Alabama
City National Bank of Birmingham, Alabama

STATE OF ALA. SHELBY CO. JUDGE OF PROBATE
I CERTIFY THIS INSTRUMENT WAS FILED
1.25