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Agreement not to Encumber or Transfer Real Property

- (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 <u>Shelby</u> State of <u>Alabama</u>

Lot 5, Block 3, According to the Survey of Oak Mountain Estates, as recorded in Map Book 5, Page57, in the Probate Office of Shelby County, Alabama.

STATE OF ALA, SHELBY CO.

T CERTIFY THIS

HNSTRIIMFNIT WAS FILED

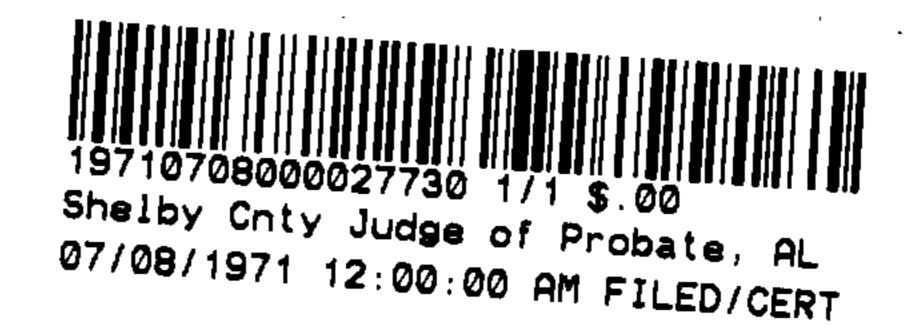
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U.C. FILE NUMBER OR

C. BK. & FACE AS SHOWN ABBYE

JUGGE AS SHOWN ABBYE

Canal Price of Probate



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 18th day of June	, 1971 x-fort Shagad
S Witness	Forest L. Hagood / Ragood Martha P. Hagood
Witness	

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