

5181

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 \$1,540.72, dated Sept. 22, 71 or to purchase from Associated Miller, Inc., (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$1,153.14, dated Sept. 22, 71, 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

Commence at the NE corner of Lot 7 Block 2 of Cherokee Forest, First Sector, as recorded in Map Book 5, page 17, in the Office of the Judge of Probate in Shelby County, Alabama; thence in an easterly direction along the projection of the northerly line of said Lot 7, a distance of 250 feet to the point of beginning; thence 90 degrees right, in a southerly direction, a distance of 127 feet; thence 90 degrees left, in an easterly direction, a distance of 435 feet; thence 90 degrees left, in a northerly direction a distance of 200 feet; thence 90 degrees left in a westerly direction a distance of 435 feet; thence 90 degrees left in a southerly direction a distance of 73 feet to the point of beginning.

19710930000041180 1/2 \$.00
Shelby Cnty Judge of Probate, AL
09/30/1971 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 by "Borrowers" to cause this instrument to be recorded at such time and in such places as "Bank" may, in its discretion, elect.

This 22nd day of September, 1971

x Douglas Wayne Armstrong
x Lutay Ann Armstrong

[Signature]
Witness

Witness

ACKNOWLEDGMENT FOR INDIVIDUAL

State of Alabama)
Shelby County)

I, Sue Stephens, hereby certify that Armstrong, Douglas and Armstrong, Patsy Ann 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 22 day of September, 19 71.

Sue M. Stephens

ACKNOWLEDGMENT FOR CORPORATION

State of _____)
County)

19710930000041180 2/2 \$.00
Shelby Cnty Judge of Probate, AL
09/30/1971 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 _____.

UCC FILED
REC. NO. 2
61:3 1971 09 30
SHELBY COUNTY, ALABAMA
JUL 20 1971
SHELBY COUNTY, ALABAMA
JUL 20 1971

City National Bank
AGREEMENT ON REAL PROPERTY

BOOK 270 PAGE 248

State of _____
County of _____
Filed for registration _____, 19 _____
in Record Book No. _____, Page _____
Fee \$ _____ paid.

Register
By _____ D.R. _____

1.25

City National Bank of Birmingham
Birmingham, Alabama