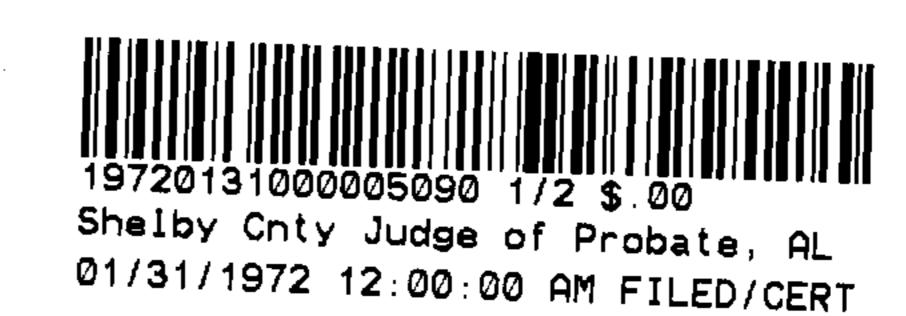
Agreement not to Encumber or Transfer Real Property

As an inducement to City National Bank of Birmingham, Birmingham, Alabama, (hereinafter called "Bank" to grant credit to the undersigned under promissory or to purchase from Highway 31 South (hereinafter called "Dealer") the promissory note of the undersigned, in the principal granount of \$982.26, dated Jan. 26, 1972 and payable to "Dealer", and in consider hereinafter promissory dated Jan. 26, 1972 and payable to "Bank" to grant promissory of the undersigned, in the principal granount of \$982.26 (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 _____

Lot 24, Wildwood Park, Situated in the $NW^{\frac{1}{4}}$ and $NE^{\frac{1}{4}}$, Section 29, Township 19 South, Range 2 West, Shelby County, Alabama



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 26thdoy of January, 1972

Mennekens

Witness

FORM 116

State of Sta	g informed of the contents of the in	ument, and who	reby certify that $\frac{1}{2}$
Giver	n under my hand this day o	on on	Thanela Sen Black
	EDGMENT FOR CORPORATION County)		19720131000005090 2/2 \$ 00 Shelby Cnty Judge of Probate, AL 01/31/1972 12:00:00 AM FILED/CERT
nown to nuch officer	ne, acknowledged before me on this and with full authority, executed the	-, a corporation is day that, being same voluntar	whose name as. on, is signed to the foregoing instrument, and who is ing informed of the contents of the instrument, he, as orily for and as the act of said corporation.
	under my hand this theday	/ of	STATE OF ALAS ST
		Page	Bham 35. I. I. S.V. Shares
		egistrationBook No	Register 1.65 205 National Bank of Birming Birmingham, Alabama
	State of County of	Filed for rein Record	By Gity

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