

386

STATE OF ALABAMA

COVENANT NOT TO ENCUMBER

SHELBY COUNTY

This Agreement being entered into and executed on the 10 day of April, 1978, by and between the undersigned grantors, Lytton W. Glazner, Jr. and wife Mary Anne Glazner, hereinafter referred to as "Grantors" and Trimm Building Corporation, Inc., a corporation, hereinafter referred to as "Grantee", the said parties agreeing as follows:

WITNESSETH:

WHEREAS, the said Grantors are desirous of having the Grantee construct and make improvements on certain real property which they own, a copy of such legal description being attached hereto as Exhibit "A" and incorporated herein as if fully set forth, and

WHEREAS, as a part of the terms and conditions of the Agreement with the Grantee, the Grantors agree not to encumber their said real property as described on Exhibit "A" during the construction and improvement by the Grantee, and until such time as the Grantee has been paid in full for all work, labor and materials, including but not limited to all other fees, permits and compensation due to the Grantee under a contract executed simultaneously herewith;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties herein, the undersigned Grantors do hereby agree not to encumber, pledge, mortgage, assign, transfer nor convey in any form or fashion any portion of the real property set forth on Exhibit "A" hereto, until such time as the improvements which are the subject of the contract referred to hereinabove have been completed and all monies due to the Grantee,

24 MAY 1978

BOOK

See release of disc. DR. 52 pg. 929 (10-2-79)



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Shelby Cnty Judge of Probate, AL
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its successors, agents, suppliers, employees, and any other parties due compensation or monies under the said contract. At such time as all monies have been paid as may be due under the terms of the said contract to the Grantee and suppliers, laborers, and materialmen, the Grantee shall acknowledge the same by filing a release hereto.

Dated this 10 day of April, 1978.

Lytton W. Glazner, Jr.
Lytton W. Glazner, Jr.

Mary Anne Glazner
Mary Anne Glazner

GRANTORS

TRIMM BUILDING CORPORATION, INC.

By: William H. Trimm

GRANTEE

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Lytton W. Glazner, Jr. and wife Mary Anne Glazner, whose names are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Agreement they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of April, 1978.

Charles Lee Ingram
Notary Public



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STATE OF ALABAMA
JEFFERSON COUNTY

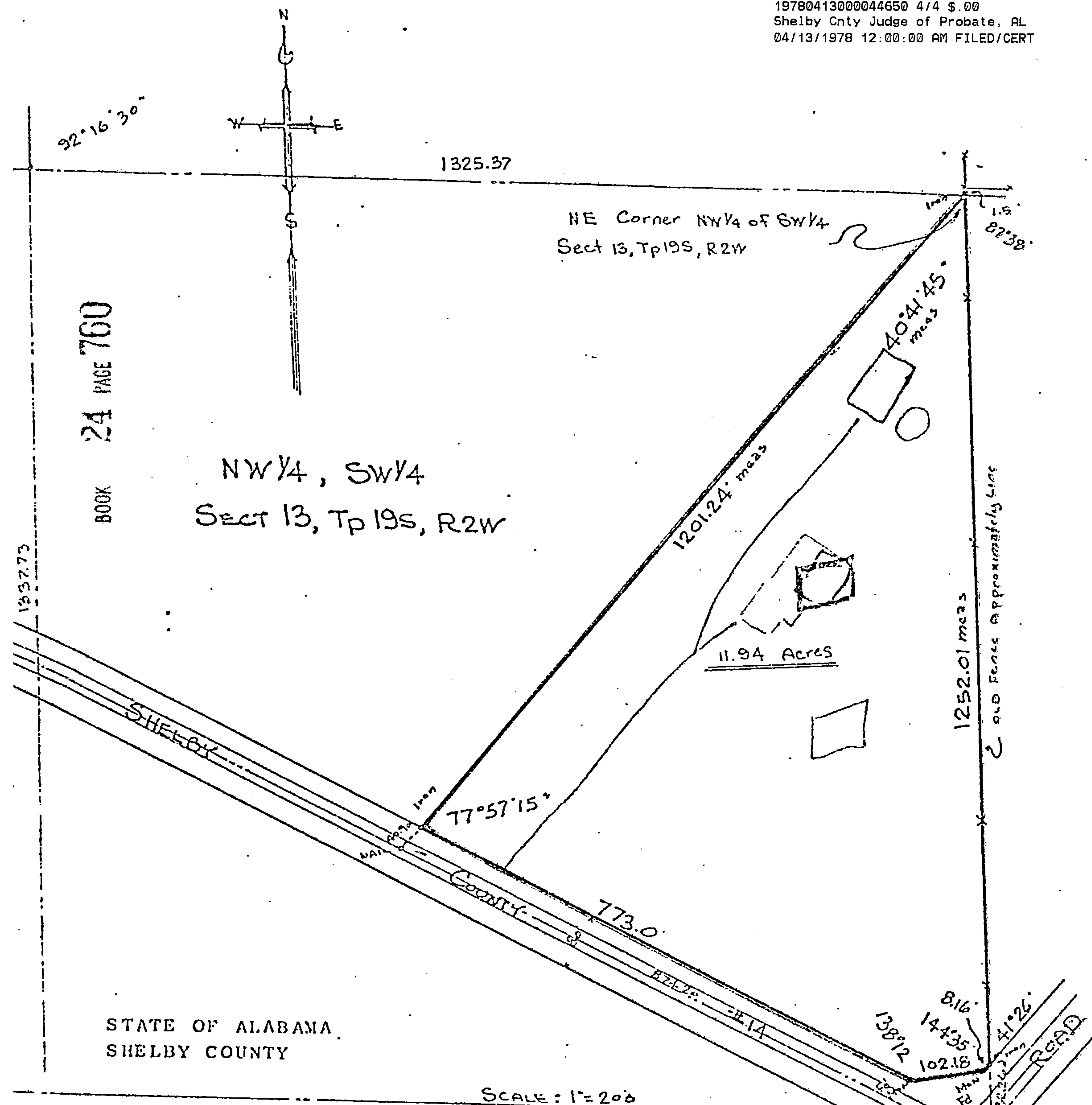
I, the undersigned, a Notary Public, in and for said County, in
said State, hereby certify that William H. Trimm,
whose name as President of Trimm Building Corporation, Inc., a corpora-
tion, is signed to the foregoing Agreement, and who is known to me, acknow-
ledged before me on this day that, being informed of the contents of the
Agreement, he, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 10 day of
April, 1978.

Christine L. Ligon
Notary Public



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I, John C. Gustin III, a registered Land Surveyor of Birmingham, Alabama, hereby certify the foregoing to be a true and correct map of a part of the Northwest Quarter of the Southwest Quarter, Section 13, Township 19 South, Range 2 West, more particularly described as follows; Begin at the Northeast corner of Northwest Quarter of Southwest Quarter of said Section 13 and run South along East line of said 1/4-1/4 Section a measured distance of 1252.01 feet to a point on the Northwestern right-of-way of Cahaba Valley Road; thence an angle right of 41° 26' and run Southwesterly along Northwestern right-of-way of Cahaba Valley Road 8.16 feet to concrete right-of-way monument; then an angle right of 35° 25' and run Southwesterly 102.18 feet to concrete right-of-way monument on the Northeasterly right-of-way of Shelby County Highway #11; thence an angle right of 41° 48' and run Northwesterly along said Northeasterly right-of-way 773.0 feet; thence an angle right of 102° 02' 45" and run Northeast a measured distance of 1201.24 feet to the point of Beginning. Situated in Shelby County, Alabama; that I have this date established the boundaries of said property and set iron pipe at the corners of same, as shown above.

STATE OF ALA. SHELBY CO.
CERTIFY THIS
DOCUMENT WAS FILED

1978 APR 13 AM 8:33

Thomas A. Shreve, Jr.
JUDGE OF PROBATE

Rec. 6.
Dnd. 1-0
7.00

According to my survey this the 15th day of July, 1974.

Bethel W. Whitson Company, Inc.

John C. Gustin III