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AGREEMENT NOT TO ENCUMBER OR TRANSFER REAL PROPERTY

As an inducement to Metro Bank, Birmingham, Alabama, (hereinafter called "Bank") to grant credit to the undersigned under a promissory note for the sum of \$ 10,000.00, dated April 1, 1981, or to purchase from _____ (hereinafter called "Dealer") the promissory note of the undersigned, in the principal amount of \$ _____, dated _____, 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

Lot 6, except the Westerly 4.9 feet thereof, according to the Survey of Cahaba Manor Town Homes, First Addition, as recorded in Map Book 7, Page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

19810409000038670 1/2 \$.00
Shelby Cnty Judge of Probate, AL
04/09/1981 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 _____ day of April STATE OF ALA. SHELBY CO.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE
INSTRUMENT WAS FILED

1981 APR -9 AM 8:38

Kay Brown
Witness

Thomas A. Brown, Jr.
JUDGE OF PROBATE

Barbara Brown
Witness

NORMAN K. BROWN, P. A.

1818 3rd AVENUE NORTH
BESSEMER, ALA. 35020

FORM NO. 20-808-015

 **MetroBank**
A First Bank Group Company

STATE OF Alabama

COUNTY OF Jefferson

I, Betty M. Redlich, a Notary Public in and for said County in said State, hereby certify that Jerome Dale Fierella, 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this, the 1st day of April, 1981

Betty M. Redlich
Notary Public, Betty M. Redlich County, Jefferson

My Commission Expires:

MY COMMISSION EXPIRES JUNE 9, 1982

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

1981 APR -8 AM 9:34

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00

19810409000038670 2/2 \$.00
Shelby Cnty Judge of Probate, AL
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