

The State of Alabama, I know all manner by these Presents: that Jefferson County, Whereas, I the undersigned H. G. Lewis am the holder and owner of a third mortgage on the following described real estate situated in Shelby County, Alabama: The N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, and the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$; Also 1/2 acres more or less situated in the N.E. corner of the S.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ bounded as follows: On the North by N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ on the East by the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$, on the S.W. by Tuscumbia road, excepting from all the above described the following:

- (a) The right of way of the railroad through said property;
 - (b) A certain mill site on Buck Creek known as the Needham Lee Mill site sufficient for about one acre on both sides of said creek and containing in all about one acre;
 - (c) Five acres lying between the West boundary line of said N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ and the L.R.R., beginning when said line crosses the L.R.R. and running south forming a triangle and known as the Needham Lee Miller house place.
- The above estate conveyed above making 110 acres, and is all in section 14, Township 20, Range 3 West; said mortgage being of record in Vol. 102, page 27 of the records in the office of the Judge of Probate of Shelby County, Alabama;

And whereas C. E. Leonard, the owner of said property is desirous of refinancing said property and for that purpose to place a first mortgage on said property to Mrs. Annie P. Miller in the sum of Eleven Hundred & ~~00~~ Dollars, and a second mortgage on said property to C. E. Leonard in the sum of Six Hundred eighty & ~~00~~/₁₀₀ Dollars, which said mortgages shall secure the indebtedness stated and which said indebtedness shall bear interest at the rate of 8% per annum, and it is my desire that said property be refinanced and that the mortgage held by me be and remain a third mortgage, inferior to and subject to said two mortgages above described to be given to the said Mrs. Annie P. Miller and C. E. Leonard.

Now, therefore in consideration of the premises and for value received I the undersigned, H. C. Givins do hereby agree that the above described third mortgage held by me shall be and remain inferior and subject to the above described mortgages to be executed to the said Mrs. Annie P. Miller and the said C. E. Leonard.

Witness my hand and seal this 14th of April, 1916

H. C. Givins (Seal)

The State of Alabama I the undersigned, a Notary Public Jefferson County, in and for said County in said State hereby certify that H. C. Givins whose Name is signed to the foregoing agreement, and who is known to me acknowledged before me on this day, that being informed of the contents of said agreement he executed the same voluntarily on the day the same bears date.

Subscribed under my hand this 14 day of April, 1916.

Bordie Solightly
Notary Public

In the State of Alabama I hereby certify that the within Deed Agreement was filed in my office for record 17th day of April, 1916, at 2 o'clock P.M. and recorded in Deed Record 58 Page 522-523 and examined.

A. P. Longshore

Judge of Probate