AGRIEMENT

STATE OF ALABAMA)
COUNTY OF SHELBX)

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WAIVER OF PRIORITY OF MORTGAGE

This agreement, made and entered into this the 29th day of January, 1931 by and between Martin Clem, party of the first part, I.C.Justice party of the second part.

Whereas, the party of the first part is the record owner of the following described property to-wit: Beginning at the SW corner of NW1 of NE1, thence east along the Southern boundary line of said quarter-quarter section line 400 feet, thence in a northeasternly direction to the intersection of the Central of Georgia Railway right of way at the south side of concrete water culvert, thence in a north-westernly direction along said right of way to the intersection of western boundary line of said quarter-quarter section, thence south along said quarter-quarter section line to point of beginning. All lying in Section 33, Township 18, Range 2 east, containing 10 acres more or less, situated inShelbyCounty, Alabama.

Whereas, the party of the second part is the owner of a certain mortgage, which is a purchase money mortgage in the amount of \$2000.00 said mortgage being a first mortgage executed by the party of the first part to the party of the second part on the 29th day of January, 1931, the mortgage being secured by the above described property.

The party of the second part knowing that the party of the first part desires to borrow money for the purpose of developing the above described property, and the party of the second part owning other property situated in the vicinity of this property that will be enhanced in value by the improvement of the above described property agrees in consideration of the above and in consideration of one dollar paid by the party of the first part to the party of the second part the receipt whereof is hereby acknowledged that upon the payment of \$500.00 by the party of the first part to the party of the second part upon the principle sum of \$2000.00 secured by the above named mortgage the party of the second part agrees with the party of the first part that a mortgage may be placed upon the above described property in a sum not to exceed Fifteen Thousand Dollars, and said mortgage not to become due until two years after the due date of the mortgage of the party of the second part. The party of the second part covenants with the party of the first part that when the above mortgage is executed that the lien thereof upon the premises hereinbefore described shall be in all things superior to the mortgage now on said premises hereinbefore described and owned by the said party of the second part, and the said mortgage so owned by the party of the second part and the lien thereof upon the premises hereinbefore described shall in all things be subject and subordinate to the said mortgage.

In	witness	whereof	I	have	hereunto	set	my	hand	and	sealthis	the	29th	day	to
January	1931.	`	•		•									
					•				**	I.C.Justic	ce		•	
STATE OF	F ALABAR	ľA)								,				

COUNTY OF SHELBY)

I, Pauline Bird, a Notary Public in and for said County in said State hereby certify that I.C.Justice whose name is signed to the above instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the above release executed the same voluntarily on the day the same hears date.

Given under my hand and seal this the 29th day of January, A.D. 1931.

Pauline Bird--Notary Public

THE STATE OF ALABAMA)

SHELBY COUNTY

I hereby certify that the within agreement was filed in this office for record Feb. 9th 1931 at 2 oclock P.M. and recorded in Deed record 92 page 175 and examined.

Cage Head--Judge of Probate

Tax paid on Mtg.recorded in Vol. 162 page 124