

AGREEMENT

4876
Value \$2600.00

STATE OF ALABAMA

SHELBY COUNTY

This Agreement, made and entered into on this the 6th day of July, 1950, between R.A. Jemison, the party of the first part, and Felix W. Lewis, Jr. and wife, Eleanor Lewis, party of the second part,

WITNESSETH, WHEREAS, Felix W. Lewis, Jr. and wife, Eleanor Lewis, party of the second part, are the owners in fee simple, subject to the hereinafter described mortgages of that certain land situated, lying and being in the county of Shelby and in the state of Alabama, to-wit:

The west half of the west half of the northeast quarter of Section 14;
and the west half of the west half of the southeast quarter of
Section 14; and also the northeast quarter of the northwest quarter
of Section 14, all in Township 22, Range 3 West, and containing 120
acres, more or less; and

WHEREAS, the party of the first part is the owner and the holder of a second mortgage executed by Felix W. Lewis, Jr. and wife, Eleanor Lewis to Marvir M. Davidson and wife, Verna L. Davidson, dated September 1, 1949, securing the sum of \$2,000.00, which said mortgage, for value received was transferred and assigned and the debt secured thereby was transferred and assigned by said Marvir M. Davidson and wife, Verna L. Davidson to R.A. Jemison, the party of the first part on September 29, 1949, which said mortgage is recorded in mortgage Record, Volume 211 on page 73 in the office of the Judge of Probate of Shelby County, Alabama, and due on or before September 1, 1951, conveying the above described lands; said mortgage being a second mortgage, junior and subordinate to a first mortgage given by Marvir M. Davidson and wife, Verna L. Davidson, to Jefferson Federal Savings and Loan Association of Birmingham, Alabama, dated April 12, 1949, securing the sum of \$3,000.00 which said mortgage is of record in Mortgage Record Volume 207 on page 423 in the office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, the party of the second part is securing a loan from the Federal Land Bank of New Orleans in the amount of \$2600.00 in payment and in full liquidation of that certain mortgage from Marvir M. Davidson and wife, Verna L. Davidson to Jefferson Federal Savings and Loan Association of Birmingham, Alabama, securing \$3,000.00, and dated April 12, 1949, and recorded in Mortgage Record Volume 207 on page 423 in the office of the Judge of Probate of Shelby County, Alabama. And the party of the second part is conveying to the said Federal Land Bank of New Orleans, as security for said loan by a mortgaged conveying the premises above described and which shall be a lien against said premises in the amount of \$2600.00, with interest, and,

WHEREAS, IN ORDER TO ENABLE the party of the second part to secure said loan from the Federal Land Bank of New Orleans, and thereby liquidate and satisfy the said indebtedness to the Jefferson Federal Savings and Loan Association of Birmingham, Alabama, as aforesaid, and to induce said Federal Land Bank of New Orleans to make said loan, the party of the first part is willing and does hereby agree and consent to continue and subordinate his said mortgage to the lien of the said Federal Land Bank of New Orleans, created under the mortgage about to be made to the party of the second part, as aforesaid, thereby exchanging the Federal Land Bank of New Orleans, as Mortgagee for the Jefferson Federal Savings and Loan Association of Birmingham, Alabama for the same debt securing in said first mortgage, as aforesaid:

NOW, THEREFORE, in the pursuance of said agreement between the parties hereto, and in further consideration of the sum of \$1.00 paid to the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, it is hereby mutually agreed as follows: First: That the party of the first part hereby covenants, consents, agrees to and with the party of the second part that said mortgage held by the party of the first part, as Assignee, as aforesaid, is and shall continue to be subject to the mortgage given by the party of second part to the Federal Land Bank of New Orleans, as aforesaid, and subordinate in lien to the lien which shall be held by the Federal Land Bank of New Orleans under the terms of the mortgage from the party of the second part to the said Federal Land Bank of New Orleans in the sum of \$2600.00, together with interest thereon:

SECOND: This agreement shall bind the party of the first part and his heirs, assigns, together with his legal representatives, and shall enure to the party of the second part, and his heirs, assigns and

legal representatives.

IN WITNESS WHEREOF, the parties hereto, set their hands and seals on this the 6th day of July, 1950.

R.A. Jemison (SEAL)

Party of the First Part
(R.A. Jemison)

Felix W. Lewis, Jr. (SEAL)

Party of the Second Part

Eleanor Lewis (SEAL)

Party of the Second Part

STATE OF ALABAMA

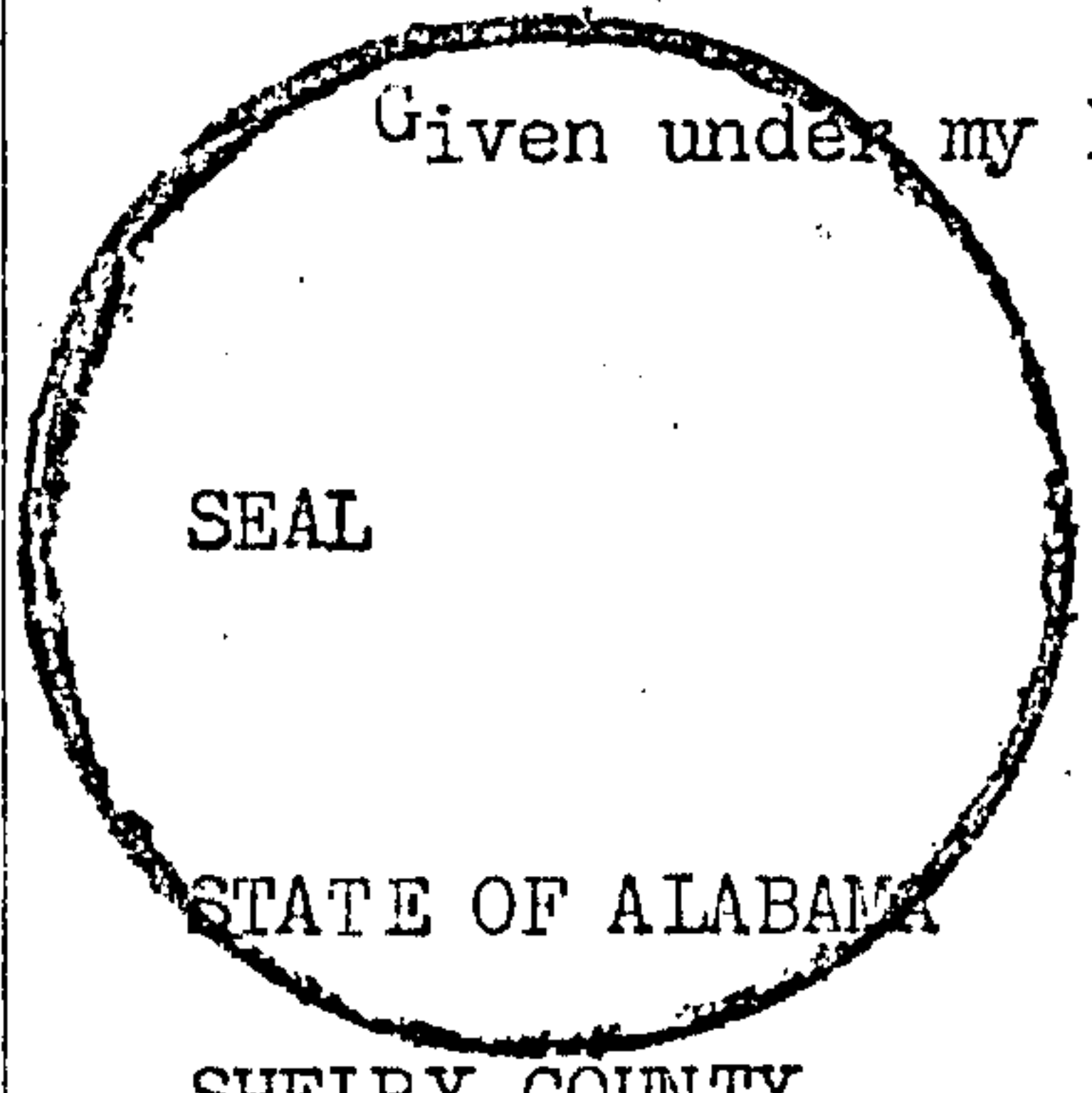
JEFFERSON COUNTY

I, Mary Jo Rahan, a Notary Public in and for said county, in said State, hereby certify that R.A. Jemison, 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.

Given under my hand and seal of office this the 6th day of July, 1950.

Mary Jo Rahan

Notary Public, Jefferson County, Alabama



STATE OF ALABAMA

SHELBY COUNTY

I, L.C. Walker, Judge of Probate, in and for said county, in said State, hereby certify that Felix W. Lewis, Jr. and wife, Eleanor Lewis, 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 said agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office on this the 12 day of July, 1950.

L.C. Walker

Judge of Probate, Shelby County, Alabama

Filed in the office of the Probate Judge on the 12 day of July, 1950 at 10:00 A.M. and recorded in Deed Record 142 on page 271 this the 13 day of July, 1950.

L.C. Walker, Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$3.00 Privilege Tax
has been paid on the with-
in instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE

