

325  
AGREEMENT BY PRIOR MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: That

BOOK 183 PAGE 85

WHEREAS, the undersigned is the owner and holder of the following described mortgage(s) of real estate, of record in Shelby County, Alabama:

Recorded

Book Page

Date

Name(s) of Mortgagor(s)

Oct. 1, 1954

Cody Kendrick

~~234~~ - ~~453~~  
234 - 453

which said instrument(s) of security may now be or hereafter be subject to foreclosure; and

WHEREAS, application has been made or will be made by the mortgagor(s) for a loan to be made or insured by the United States of America, acting by and through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), as security for which loan said mortgagor(s) propose to give a junior mortgage on the real estate described in and conveyed by the said mortgage(s) aforesaid; and

WHEREAS, one of the requirements by the Government for making or insuring such loan is that the undersigned shall execute this agreement;

NOW, THEREFORE, for and in consideration of the premises and as an inducement to the Government to make or insure the loan aforesaid, the undersigned does hereby promise and agree to give the Government written notice of the commencement of any proceedings to foreclose the mortgage(s) held by the undersigned as aforesaid, by delivering in person or by mailing such notice to the State Director, Farmers Home Administration, United States Department of Agriculture, Montgomery, Alabama, at least ten (10) days prior to the commencement of such action; and the undersigned does further agree that this agreement shall be irrevocable, that it shall be binding upon the heirs and assigns of the undersigned and that upon any assignment of the mortgage(s) held by the undersigned as aforesaid, the undersigned will endorse, on the face of such instrument(s) being assigned, the following: "ACTUAL NOTICE OF COMMENCEMENT OF FORECLOSURE PROCEEDINGS SHALL BE GIVEN TO STATE DIRECTOR, FARMERS HOME ADMINISTRATION, U. S. DEPARTMENT OF AGRICULTURE, MONTGOMERY, ALABAMA, IN ACCORDANCE WITH AGREEMENT DATED \_\_\_\_\_, 19\_\_\_\_, AND RECORDED IN REAL ESTATE MORTGAGE BOOK \_\_\_\_\_, AT PAGE \_\_\_\_\_, IN THE PUBLIC RECORDS \_\_\_\_\_ COUNTY, ALA.", and will insert in the appropriate blank spaces provided therefor the date of the notice agreement and the recording date, whereupon the undersigned will subscribe his or its name thereto.

IN WITNESS WHEREOF, this agreement is executed as a sealed instrument, this \_\_\_\_\_ day of AUG 21 1956, 19\_\_\_\_.

MERCHANTS & PLANTERS BANK  
MONTEVALLO, ALABAMA

[Signature] (SEAL)

STATE OF ALABAMA

COUNTY OF Shelby

I, Charles Gray, a Notary Public in and for said County,  
in said State, do hereby certify that J. P. Kelley whose name  
is signed to the foregoing conveyance and who is  
known to me, acknowledged before me on this date that, being  
informed of the contents of the conveyance, he executed the same  
voluntarily on the day the same bears date.

Given under my hand and seal, this 21 day of Aug, 1956

Charles Gray  
Notary Public

My commission expires:

May 15, 1957

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within agreement  
was filed for record the 26 day of Oct, 1956, at 9 o'clock P. M.  
and recorded in Deed Record 183 Page 25, and the Mortgage Tax of  
Deed Tax of has been paid L.C. Walker Judge of Probate