

## AGREEMENT WITH PRIOR LIENHOLDER

(hereinafter called "Mortgagee") is the owner and holder of ~~a~~ certain  
Mortgages (hereinafter

of the Probate Records of Shelby County,

(hereinafter called "Mortgagor") is (are) the owner(s) of certain real estate described in the aforesaid security instrument; and

WHEREAS, the loan insured or made by the Government, if approved, will enable Mortgagor to improve or purchase and improve said real estate and enhance its value;

NOW, THEREFORE, in consideration of the insuring or making of the loan by the Government, Mortgagee, for himself, his heirs, executors, Administrators, successors, and assigns, does hereby agree:

[illegible]

2. That so long as the loan insured or made by the Government remains unpaid the following covenants of Mortgagor and the rights of Mortgagee set forth in the security instrument will be enforced and exercised only with the written consent of the State Director of the Farmers Home Administration.

"The Mortgagee does hereby postpone the lien or claim, operation and effect of the security instrument described in the first paragraph of this agreement to the lien or claim, operation and effect of the mortgage to be taken by the Government as security for the loan aforesaid, insofar only as said security instrument covers and secures advances made by the Mortgagee to the Mortgagor or assigns from the date hereof, except such advances as are necessary to pay, when due, such items as taxes, assessments, and liens if the borrower fails to do so."

IN WITNESS WHEREOF, Mortgagee has hereto set his hand and seal this 13th

day of June, 19 58.

STATE OF ALABAMA  
SHELBY COUNTY  
I, L. C. Walker, Judge of Probate hereby certify that the within instrument was filed for record the 22 day of June, 1958 at 3 o'clock P. M. and recorded in Deed Record 146 Page 372 and the Mortgage Tax of \$ 1.00 has been paid.  
Deed Tax of \$ 1.00  
Judge of Probate

(INDIVIDUAL - MORTGAGEE OR OWNER - HUSBAND)

(INDIVIDUAL - MORTGAGEE OR OWNER - WIFE)

IF A CORPORATION

**Jefferson Federal Savings & Loan Assn.**

(NAME OF CORPORATION - MORTGAGEE OR OWNER)

BY

*F. B. Yeilding, Jr.*  
(DULY AUTHORIZED OFFICER)

**President**

(TITLE)

#### ACKNOWLEDGEMENT

State of Alabama  
Jefferson County

I, Doris M. Montgomery, a Notary Public in and for said County, in said State, do hereby certify that F. B. Yeilding, Jr., whose name as President of Jefferson Federal Savings & Loan Assn. 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 13th day of June, 1958.

*Doris M. Montgomery*

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Deed was filed for record the 22 day of June, 1958, at 3 o'clock P. M. and recorded in Deed Record 146 Page 372 and the Mortgage Tax of \$ 1.00 has been paid.

*L. C. Walker*  
Judge of Probate