

545
AGREEMENT BY PRIOR MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS: That

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

<u>Date</u>	<u>Name(s) of Mortgagor(s)</u>	<u>Book</u>	<u>Page</u>
January 17, 1958	Clyde M. Wyatt and Wife, Margaret Louise Wyatt	252	410
		246	509
December 13, 1956	Clyde M. Wyatt and Wife, Margaret Louise Wyatt		

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 June 13, 1958, AND RECORDED IN REAL ESTATE MORTGAGE BOOK 196 AT PAGE 495, IN THE PUBLIC RECORDS Shelby COUNTY, ALA.", and will insert in the appropriate blank spaces provided therefor the date of the notice agreement and the recording data, whereupon the undersigned will subscribe his or its name thereto.

IN WITNESS WHEREOF, this agreement is executed as a sealed instrument, this 13 day of June, 1958.

[Signature] (SEAL)

ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF Jefferson

I, Davis M. Montgomery, a Notary Public in and for said County, in said State, do hereby certify that F.B. Yeikens Jr. 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 13 day of June, 19 58



Davis M. Montgomery
Notary Public

STATE OF ALABAMA }
SHELBY COUNTY }

I, L. C. Walker, Judge of Probate, hereby certify that the within Agreement was filed in this office for record the 6 day of Nov, 1958 at 8 o'clock P.M. and recorded in Deed Record 196 page 495 and examined and the Mortgage Tax of \$ and the Deed Tax of \$ has been paid.

L. C. Walker
Judge of Probate

See \$ 1.50

Revised

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within was filed for record the day of , 19 , at o'clock A.M. and recorded in Record Page , and the Mortgage Tax of \$ and the Deed Tax of \$ has been paid.

L. C. Walker
Judge of Probate