UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

AGREEMENT BY PRIOR LIENHOLDER

Eula Reece Hulsey

MHEREAS, Herman N. Hulsey and Wife, (hereinafter called "Mortgagee") is

the owner and holder of a certain real estate mortgage (hereinafter called

"security instrument") recorded in Book No. 224, at Page 451, in the

Office of the Judge of Probate, Shelby County, Alabama, and

'John F. Suttle and Mary Mackey Suttle his wife,

(hereinafter called "Mortgagor") is (are) the owner(s) of certain real estate

described in the aforesaid mortgage; and

HEREAS, Mortgagor has applied to the United State of America, acting through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), for a loan for the purpose of improving or purchasing and improving said real estate, to be secured by a Mortgage subject to the security instrument held by or for the benefit of Mortgagee; 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, the Mortgagee, for himself, his heirs, executors, Administrators, successors, and assigns, does hereby agree:

- 1. 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 unlersigned 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 mortgage (s) being assigned the following: "ACTUAL NOTICE OF COMENCEMENT OF FORECLOSURE PROCEEDINGS SHALL BE GIVEN TO THE STATE DIRECTOR, FARMERS HOME ADMINISTRATION, UNITED STATES DEPART-MENT OF AGRICULTURE, MONTGOMERY, ALABAMA, IN ACCORDANCE IITH AGREEMENT DATED 1-24-58, 19, AND RECORDED IN BCOIL 324, AT PAGE 248, IN THE FUBLIC RECORDS OF SHELBY COUNTY, ALABAMA." and will insert in the appropriate blank spaces provided therefor the date of this AGREETENT and the recordation data, whereupon the undersigned will subscribe his or its name thereto.
- 2. *To postpone the lien or claim, operation and effect of the mortgage(s) described in the first paragraph of this AGREEMENT to the lien or claim, operation and effect of the mortgage(s) to be taken by the Government as security for the loan(s) 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.

Judge of Probate

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has been paid.

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Deed Tax

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IN TITMESS WHEREOF, THIS Agreem 24 day of	ent is executed as a sealed instrument, this
	Africa 1. Mulace
	Tradicio dual Martagage - Husband
	Herman N. Hulsey
	Eila (Cree Hulney)
	(Individual - Mortgagee - Wife) Eula Reece Hulsey
(Corporate Seal)	Henron II while
$1117j_{\star,200}$.	(Name of Corporation - Mortgagee)
Vi. A	STATE OF ALABAMA
	BY I, Conrad M. Fowler, Judge of Probate hereby
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	filed in this office for record theday
	of 192/atg'clockM.
	and recorded in Title Mecord Record
	page of first and examined 7_====-1-7
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STATE OF alotonice)	Deed Tax of \$has been paid.
COUNTY OF MALERA	Judge of Probate
COUNTY OF THE PARTY	Took
T. Sent man	a Notary Public in and for said County,
in said State, do hereby certif	y that
whose name(s) signed to	the foregoing conveyance and who (is) (are)
	e me on this date that, being informed of the
contents of the conveyance,	executed the same voluntarily on the
day the same bears date.	en de la companya de
Given under my hand and seal, t	this 24 day of Sept , 1958
(NOTARIAL SEAL)	Hohe & manhace
	Notary Public
My Commission Expires:	* Strike if not applicable.
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TATE OF ALABAMA, SHELBY COUNTY	