

SUBORDINATION AGREEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS:

1882

THAT, WHEREAS, on the 18th day of July, 1956, Norman E. Vickery and wife, Ida Florence Vickery, hereinafter called the "Borrower," executed a security instrument to the United States of America to secure a loan in the sum of \$ 12,000.00, covering the hereinafter described real estate, which security instrument was recorded in the Office of the Judge of Probate _____ of Shelby County, Alabama, on July 18, 1956, in Mortgage Book 245, page 41; and;

WHEREAS, the Borrower desires to execute an easement or right-of-way on and across the lands described in the aforesaid security instrument, and the grantee therein desires a subordination of the lien of said security instrument to the rights granted in said easement or right-of-way;

NOW, THEREFORE, the United States of America, for a valuable consideration, does hereby subordinate the lien of said security instrument to the rights granted by said easement or right-of-way. The property covered by said easement or right-of-way is described as follows:

Easement to Southern Electric Generating Company to construct, operate, and maintain a drainage ditch on the following described land:

Commence at the Southeast corner of Section 1, Township 21 South, Range 1 East, having Alabama East Zone Grid Coordinates North 992,258.9 feet East 301,172.0 feet, thence North 0°-34' East 280 ± feet to a point on the center line of the right-of-way (Station 21 + 34.7 ± feet) this point will hereinafter be known as the point of beginning of the right-of-way herein described; from said point of beginning 44 feet on each side of the following described center line and a continuation thereof, thence South 59°-39'-00" West 600 ± feet to a point (Station 27 + 34.7 ± feet) this point being the point of ending of the above described right-of-way and all being located in the SE₁ of the SE₁ of Section 1, Township 21 South, Range 1 East,, Shelby County, Alabama

It is expressly understood, however, that this agreement shall not affect or impair said security instrument or any right provided therein except those rights to which said security instrument is hereby subordinated.

IN WITNESS WHEREOF, the United States of America, acting by and through its duly authorized representative, has executed this agreement this 12th day of November, 1957.

THE UNITED STATES OF AMERICA

By: Stephen L. Pierce
County Supervisor, Shelby County, Alabama
Farmers Home Administration
United States Department of Agriculture

Witnesses:

STATE OF ALABAMA

COUNTY OF SHELBY

ACKNOWLEDGMENT

I, Lance Brasher, a Notary Public in and for said County, in said State, hereby certify that Stephen S. Pierce, whose name as County Supervisor for Shelby County, Alabama of the Farmers Home Administration, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as County Supervisor for Shelby County, Alabama, of the Farmers Home Administration, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of November, 1959.

Lance Brasher
Notary Public

(NOTARIAL SEAL)

My commission expires:

3/11/61

STATE OF ALABAMA }
SHELBY COUNTY }

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed in this office for record the 23rd day of Nov 1959 at 11 o'clock AM and recorded in Deed Record 209 page 324 and examined 2-9-60 and the Mortgage Tax of \$ --- and the Deed Tax of \$ --- has been paid.

Fee \$ 1.50 Judge of Probate

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the 4 day of Feb 1960 at 8 o'clock AM and recorded in Deed Record 209 at page 324 and the Mortgage Tax --- Deed Tax --- has been paid.

Conrad M. Fowler
Judge of Probate