

1799  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

AGREEMENT BY PRIOR LIENHOLDER

The First National Bank of  
WHEREAS Columbiana, Alabama, Wilsonville Branch (hereinafter called "Mortgagee") is the owner and holder of a certain real estate mortgage (hereinafter called "security instrument") recorded in Book No. 266, at Page 29, in the Office of the Judge of Probate, Shelby County, Alabama, and Clifford W. Buchanan

and Rosa Anna Buchanan, his wife, (hereinafter called "Mortgagor") is (are) the owner(s) of certain real estate described in the aforesaid mortgage; and

WHEREAS, Mortgagor has applied to the United States of America, acting through the Administrator of the Farmers Home Administration (hereinafter called the "Government"), for a loan 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 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 mortgage(s) being assigned the following: "ACTUAL NOTICE OF COMMENCEMENT OF FORECLOSURE PROCEEDINGS SHALL BE GIVEN TO THE STATE DIRECTOR, FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE, MONTGOMERY, ALABAMA, IN ACCORDANCE WITH AGREEMENT DATED January 18, 19 62, AND RECORDED IN BOOK 218, AT PAGE 918, IN THE PUBLIC RECORDS OF Shelby COUNTY, ALABAMA." and will insert in the appropriate blank spaces provided therefor the date of this AGREEMENT 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 insurance, taxes, assessments, and liens if the borrower fails to do so.

I, the undersigned, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears from the records of the office of the Clerk of the Court of the County of Shelby, State of Alabama, and that the same has been duly recorded in the office of the Clerk of the Court of the County of Shelby, State of Alabama, and that the same has been duly acknowledged by the parties thereto before me, a Notary Public in and for said County, State of Alabama, on this day of January, 1962.

I, the undersigned, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears from the records of the office of the Clerk of the Court of the County of Shelby, State of Alabama, and that the same has been duly recorded in the office of the Clerk of the Court of the County of Shelby, State of Alabama, and that the same has been duly acknowledged by the parties thereto before me, a Notary Public in and for said County, State of Alabama, on this day of January, 1962.

IN WITNESS WHEREOF, THIS Agreement is executed as a sealed instrument, this  
\_\_\_\_\_ day of JAN 18 1962, 19\_\_\_\_.

\_\_\_\_\_  
(Individual - Mortgagee - Husband)

(Corporate Seal)

\_\_\_\_\_  
(Individual - Mortgagee - Wife)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 1-19-62

RECORDED & \$\_\_\_\_\_ MTG. TAX  
& \$\_\_\_\_\_ DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE ACKNOWLEDGMENT

FIRST NATIONAL BANK OF COLUMBIA  
(Name of Corporation - Mortgagee )

BY B. J. Nolen  
(Duly Authorized Officer)

Cashier  
(Title)

STATE OF Alabama  
COUNTY OF Shelby

I, Eduard R. Higgins, a Notary Public in and for said County,  
in said State, do hereby certify that B. J. Nolen  
whose name(s) is signed to the foregoing conveyance and who (is) (are)  
known to me, acknowledged before me on this date that, being informed of the  
contents of the conveyance, has executed the same voluntarily on  
the day the same bears date.

Given under my hand and seal, this \_\_\_\_\_ day of JAN 18 1962

(NOTARIAL SEAL)

My Commission Expires: \_\_\_\_\_

Eduard R. Higgins  
Notary Public

\*Strike if not applicable.