Form FHA-AL-427-2
(6-12-61)

3.313

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

AGREEMENT BY PRIOR LIENHOLDER

The First National Bank

WHEREAS, ___of Childersburg___ (hereinafter called "Mortgagee") is the owner and holder of a certain real estate mortgage (hereinafter called "security instrument") recorded in Book No. 254, at Page 305, in the Office of the Judge of Probate, ___Shelby___ County, Alabama, and ___Jimmie A. McCall___

___ and ___Betty Louise McCall___, 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 hereafter to be 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 _____, 19 ____, AND RECORDED IN BOOK _____, AT PAGE _____, IN THE PUBLIC RECORDS OF _____ 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.

~~That during a period of xxx years from the date of this agreement the will not declare his security instrument to be in default and will not without the written consent of the State Director or the Farmers Home Administration for the State in which said real estate is located accelerate the maturity date of the indebtedness secured thereby because Mortgagor does not pay the full amount of such secured indebtedness which during each year of the aforesaid period is due and payable.~~

~~That no lien on the loan insured or made by the Government or any outstanding loan 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.~~

IN WITNESS WHEREOF, THIS Agreement is executed as a sealed instrument, this __5th__ day of ____April____, 19 _62_ .

_____
(Individual - Mortgagee - Husband)

(Corporate Seal)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2 PM
4 5 1962
RECORDED & S.... G. TAX
& $ ... FEED FOR RECORD
PD. ON THIS ....

Conrad ... Fowler
JUDGE OF PROBATE

(Individual NATIONAL BANK)
OF CHILDERSBURG
CHILDERSBURG, ALA.

_____
(Name of Corporation - Mortgagee)

BY _W. H. Whitaker_
(Duly Authorized Officer)

Cashier
(Title)

ACKNOWLEDGMENT

STATE OF _Alabama_)
COUNTY OF _Talladega_)

I, _Rebecca Billingley_, a Notary Public in and for said County in said State, do hereby certify that _W. H. Whitaker_ 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 __5th__ day of _April_, 19 _62_ .

(NOTARIAL SEAL)

My Commission Expires:

___3-23-65___

Rebecca Billingley
Notary Public

*Strike if not applicable.