

9183
UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

AGREEMENT BY PRIOR LIENHOLDER

WHEREAS, T. A. Waldrop and wife, Hazel C. Waldrop
(hereinafter called "Mortgagee") is the owner and holder of a certain real
estate mortgage (hereinafter called "security instrument") recorded in Book
No. 303, at Page 478, in the Office of the Judge of Probate, Shelby
County, Alabama, and Buddy Ray Simpson and wife, Margaret L. Simpson
and 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 pro-
ceedings to foreclose the mortgage(s) held by the undersigned as afore-
said, 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 DE-
PARTMENT 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 there-
for 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 in-
strument 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.

- 3.* That during a period of _____ years from the date of this agreement he 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.
- 4.* That so long as the loan insured or made by the Government remains unpaid the following 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 16th day of Dec., 1967.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1967 NOV 16 PM 1:1
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conceded
JUDGE OF PROBATE

(Corporate Seal)

T. A. Waldrop
(Individual - Mortgagee - Husband)
T. A. Waldrop

Hazel C. Waldrop
(Individual - Mortgagee - Wife)
Hazel C. Waldrop

(Name of Corporation - Mortgagee)

BY _____
(Duly Authorized Officer)

(Title)

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, _____ the undersigned, a Notary Public in and for said County, in said State, do hereby certify that T. A. Waldrop and wife, Hazel C. Waldrop whose name(s) are 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 16th day of November, 1967.

NOTARIAL SEAL)

My Commission Expires:

6-8-68

Frank E. King
Notary Public

*Strike if not applicable.

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