

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

AGREEMENT BY PRIOR LIENHOLDER

WHEREAS, Jofferson Federal Savings and Loan Association, Birmingham, Alabama (hereinafter called "Mortgagee") is the owner and holder of a certain real estate mortgage (hereinafter called "security instrument") recorded in Book 293, Page 223, in the Office of the Judge of Probate, Shelby County, Alabama, and Charles W. Simmons and Potty Simmons, 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 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 held by the undersigned as aforesaid, the undersigned will endorse on the face of such mortgage 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 \_\_\_\_\_, PAGE \_\_\_\_\_, IN THE PUBLIC RECORDS OF \_\_\_\_\_ COUNTY, ALABAMA." and will insert in the appropriate 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 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)



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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.

IN WITNESS WHEREOF, THIS Agreement is executed as a sealed instrument, this 2nd day of October, 19 69.

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED 1969 NOV 28 PM 2:43 U.C.C. FEE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE

(Individual Mortgagee - Husband) (Individual Mortgagee - Wife) By Brooks Yeilding (Duly Authorized Officer - Corporation) Vice President (Title)

STATE OF ALABAMA ) COUNTY OF Jefferson

ACKNOWLEDGMENT

I, Betty Graham, a Notary Public in and for said County in said State, hereby certify that Brooks Yeilding whose name(s) is (are) signed to the foregoing instrument and who is (are) known to me, acknowledged before me on this date that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 2nd day of October, 19 69.

(SEAL)

Signature of Betty Graham, Notary Public

My Commission Expires: September 5, 1971

STATE OF ALABAMA ) COUNTY OF )

ACKNOWLEDGMENT

I, , a Notary Public in and for said County in said State, hereby certify that , whose name as of , a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this day of , 19 .

(SEAL)

Signature of Notary Public

My Commission Expires: