(Position 5)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

## AGREEMENT BY PRIOR LIENHOLDER

WHEREAS',	First Fe	deral Sav	ings and I	oan Asso	c. Bess	semer Alal	oama
(hereinaft real estat in Book <u>28</u>	ter calle te mortgas 83_, Page	d "Mortgag ge (hereir <u>225</u> , in	gee") is t nafter cal	he owner led "secot the	and holurity in Judge	lder of a astrument' of Probate	') recorded
and p	the owner	rris	, his wi	fe, (her	einafter	called '	'Mortgagor") aforesaid

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:

- 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 November 30, 1970, AND RECORDED IN BOOK 3/5, PAGE 353, IN THE PUBLIC RECORDS OF Shelby 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)

NOOK 205 FACE

aforecaid, 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.

	(Individual Mortgagee - Husband)
	(Individual Martgagee - Wife) First Federal Savings and Loan Association
(Corporate Seal)	(Duly Authorized Officer - Corporation) C. L. Davis,
	Senior Vice President (Title)
STATE OF ALABAMA )	ACKNOWLEDGMENT
COUNTY OF	, a Notary Public in and for said Co
to me, acknowledged before me of the instrument, exe	d to the foregoing instrument and who is (are) known on this date that, being informed of the content of the same becuted the same voluntarily on the day who same because
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whose name(s) is (are) signed to me, acknowledged before me of the instrument, executed ate.  Given under my hand and seal (SEAL)  My Commission Expires:  STATE OF ALABAMA )  COUNTY OF Jefferson)  I, Barbara S. Thompson said State, hereby certify tenior Vice President of First is signed to the foregoing i before me on this day that,	ACKNOWLEDGMENT  A Notary Public in and for said County in that

My Commission Expires: