

1196

NOTICE OF ENCUMBRANCE OF REAL PROPERTY

TO: JEFFERSON FEDERAL SAVINGS AND LOAN

YOU ARE HEREBY NOTIFIED, as holder of the first mortgage dated the 29th day of September, 1977, encumbering the real property described in EXHIBIT "A", attached hereto and made a part hereof, which said mortgage was recorded on September 30, 1977 in Official Records Book 368, Page 910 of the Records of Shelby County, Alabama, that Commercial Credit Corporation has received a second mortgage dated the 26th day of July, 1983, encumbering the subject real property and has recorded same in the Public Records of Shelby County, Alabama. Your estoppel information dated the 1st day of June, 1983, certifies the principal balance of said date to be in the sum of FIFTY-TWO THOUSAND EIGHT HUNDRED AND FIFTY-SIX AND 67/100 (52,856.67) DOLLARS.

This Notice is served upon you, together with a copy of your mortgagor specific waiver and agreement not to exercise any provisions in the Future Advance portion of your aforescribed first mortgage, in order to affirmatively advise you of the claim of priority which Commercial Credit Corporation of Jefferson County makes with regard to any Future Advances hereafter made by Jefferson Federal Savings and Loan under and pursuant to the terms of the first mortgage hereinabove referred to.

PLEASE GOVERN YOURSELF ACCORDINGLY

BY [Signature]  
R.M. Keith, Assistant Manager

STATE OF Alabama :  
County of Jefferson :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared R.M. Keith, Asst. Mgr. of Commercial Credit Corp., and he executed the above document freely and voluntarily under authority duly vested in him by Commercial Credit Corporation of Jefferson County;

WITNESS my hand and official seal in the County and State aforementioned, this 26 day of July, 1983

My Commission Expires:

June 13, 1985

[Signature]  
NOTARY PUBLIC

Record Data  
2121 - 8 Ave No. B'ham, AL 35215

AGREEMENT

IN CONSIDERATION of a loan granted to the undersigned by Commercial Credit Corporation dated 07/26/83, the undersigned agree not to make any claim for any future advances under and pursuant to the terms of the Future Advance Clause of the first mortgage encumbering the real property owned by the undersigned and more formally described in EXHIBIT "A" attached hereto and made a part hereof, said mortgage being from Gary O. Dotson and Juanita P. Dotson to Jefferson Federal Savings & Loan dated 09/29/77 and recorded 09/30/77 in Official Record Book 368, Page 910 of the Public Records of Shelby County, Alabama, and we, the undersigned, hereby specifically waive any right to secure funds pursuant to such future advance clause for so long a period of time as the Commercial Credit Corporation and/or assignee(s) shall retain an interest in the mortgage bearing this date executed by the undersigned to the said Commercial Credit Corporation of Jefferson County.

This Agreement also provides that the acceptance of a future advance under the first mortgage will constitute a default under the second mortgage and that the second mortgage, on such default, is entitled to all of the rights and remedies available to him in the event of a default as set forth in said mortgage.

DATED this 26th Day of July, 1983.

WITNESSES

STATE OF Alabama

COUNTY OF Jefferson

I HEREBY CERTIFY that on this day before me, a notary public duly authorized to take acknowledgements, personally appeared Gary O. Dotson & Juanita P. Dotson, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of July, 1983.

My commission Expires:

June 13, 1985

Thomas C. Paine  
NOTARY PUBLIC

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BOOK

EXHIBIT "A"

LEGAL DESCRIPTION:

Lot 175, according to the survey of Chandalar South, 3rd Sector as recorded in Map Book 6, page 68 in the Probate Office of Shelby County, Alabama. Subject to easements, building lines, restrictions, agreements, and right of way of record. Mineral and mining rights excepted.

"ALSO known as 1857 Hamilton Road, Pelham, AL 35124"

BOOK 51 PAGE 834

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1983 JUL 28 PM 2:48

Rec. 450  
100  
550

*Thomas P. Snowden, Jr.*  
JUDGE OF PROBATE

*\* Gay P. Nelson*

*Monita P. Nelson*

DATED: *7/26/83*