

SUBORDINATION AGREEMENT TO EASEMENT

STATE OF ALABAMA)
 COUNTY OF MONTGOMERY)

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, on the 10th day of February, 1942, Roy R. Cooper (hereinafter called the "Borrower"), executed a real estate mortgage to the United States of America, to secure a loan in the sum of Five Thousand Seven Hundred Thirty-five and No/100 Dollars (\$5735.00), which instrument is recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina, in Real Estate Mortgage Book 309, at page 284; and,

Whereas, the said Borrower has granted to the Southern Bell Telephone and Telegraph Company (Incorporated), hereinafter called the "corporation", its successors and assigns, a right of way easement to the lands described in the aforesaid security instrument, and the United States of America is willing to subordinate its lien to the rights of such easement, upon the terms hereinafter set forth.

NOW, THEREFORE, the United States of America, in consideration of the benefits to accrue to it from the construction and maintenance of a telephone line or system over the Borrower's farm, does hereby subordinate the lien which it acquired by such security instrument to the rights of such easement, which rights are substantially as follows:

The right to enter upon the lands of the Borrower and to construct, operate and maintain its lines of Telephone and Telegraph, and for the general transmission of intelligence, consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the Corporation may from time to time require, upon, across, over and/or under the property described in the above mentioned security instruments, and upon, along and/or under the roads, streets, or highways adjoining the said property, and the right to permit the attachment of and/or carry in conduit wires and cables of any other company or person, and with the further right to trim and cut down and to keep trimmed and cut down all trees and undergrowth within fifty feet of said line, and in addition thereto, the Corporation shall have the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to reach the wires in falling.

This subordination agreement is made subject, however, to the following condition:

It is hereby understood that this release shall not affect or impair the security of said real estate mortgage upon any property described in said mortgage except the easement hereinabove described.

IN WITNESS WHEREOF, the United States of America, acting by and through its duly authorized representative, has executed this agreement on this, the 15 day of May, 1946.

THE UNITED STATES OF AMERICA

Signed, sealed and delivered in
 the presence of:

Norma Locke

Ellen L. Williams

BY Julian Brown
 Assistant Regional Director
 Region V, Farm Security Administration,
 United States Department of Agriculture.

STATE OF ALABAMA)
 COUNTY OF MONTGOMERY)

Before me, Elizabeth R. Blackmon, a Notary Public in and for said State and County, personally appeared Norma Locke and made oath that he saw the within named Julian Brown, Asst Regional Director of the Farm Security Administration for Region V, sign, seal, and as his act and deed, deliver the within instrument for the uses and purposes therein mentioned, as such Asst Regional Director on behalf of the Government, and that he, with Ellen L.