

STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the 11th day of July, 1985, by the undersigned in favor of AMSOUTH BANK, N.A. ("Bank").

RECITALS:

WHEREAS, William F. Jones, III, as Trustee ("Mortgagee") is the holder of that certain mortgage dated January 5, 1985, executed by J. William Lewis ("Owner") and recorded in Real Volume 441, Page 651, in the Probate Office of Shelby County, Alabama (referred to as the "Mortgage"); and

WHEREAS, the Owner wishes to refinance the subject property and the Mortgagee is willing to subordinate the Mortgage in favor of the new mortgage to the Bank as described hereinbelow (said mortgage being referred to herein as the "Mortgage Indenture").

WITNESSETH

NOW THEREFORE, in consideration of One Dollar (\$1.00), the premises, the mutual terms and agreements herein, and other due, good and valuable consideration, the Mortgagee hereby agrees as follows:

1. The Mortgagee hereby covenants and agrees that the Mortgage and all of the right, title and interest of the Mortgagee in the subject property shall be subject, junior, and subordinate to the liens of the Mortgage Indenture, any modifications, extensions, renewals, assignments, consolidations, and substitutions thereof and to any additional mortgages executed in favor of the Bank. The subject property is situated in Shelby County, Alabama, and is particularly described as Lot 220-A, according to a Resurvey of Lots 220, 221, and 222, Shoal Creek, as recorded in Map Book 8, Page 118, and rerecorded in Map Book 8, Page 120, in the Probate Office of Shelby County, Alabama.

Dominick, Fletcher

2. This subordination agreement is absolute and unconditional and shall be effective as to the principal advanced under the Mortgage Indenture, together with interest, other finance charges, future advances, costs and amounts required under and secured by the Mortgage Indenture.

3. This subordination agreement is not intended to and does not alter or diminish in any manner the obligations of Owner under the Mortgage or notes secured thereby with respect to Mortgagee.

4. Any lender and any title insurer may rely fully upon this subordination agreement for the purpose of subordinating any and all rights of Mortgagee under the Mortgage. This subordination shall bind and extend to the benefit of, respectively, the successors and assigns of the Mortgagee and the Bank. The Mortgagee further agrees upon request of the Bank, or any successor or assigns of either, to execute any further documents reasonably requested by such parties to ratify or further acknowledge this subordination agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and seal hereto this the 11th day of July, 1985.

WITNESSETH:

Sharon Lovelace
Donnell E. Brown

MORTGAGEE:

William F. Jones, III
William F. Jones, III, as Trustee of
Trusts f/b/o Melissa C. Lewis, Karen
B. Lewis and Deirdre M. Lewis

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Betty C Davis, a Notary Public in and for said County in said State, hereby certify that William F. Jones, III whose name as Trustee 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, in his capacity as such Trustee, executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of July, 1985.

Betty C Davis

Notary Public

My Commission Expires:

1-29-87

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

1985 JUL 23 AM 11:46

Thomas B. Linder, Jr.
JUDGE OF PROBATE

RECORDING FEES

| | | |
|---------------|----|-------------|
| Mortgage Tax | \$ | _____ |
| Deed Tax | | _____ |
| Mineral Tax | | _____ |
| Recording Fee | | <u>7.50</u> |
| Index Fee | | <u>1.00</u> |
| TOTAL | \$ | <u>8.50</u> |

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