

SUBORDINATION AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the 25 day of July, 19 91, by and between AmSouth Bank, N.A., as Party of the First Part, and Collateral Mortgage, Ltd., as Party of the Second Part.

WITNESSETH

THAT, WHEREAS, Michael D. Wesson and Kathleen R. Wesson has/have an outstanding lien in favor of AmSouth Bank, N.A., dated July 18, 1990 and recorded in the Probate Office of Shelby County, Alabama, in Volume 304, Page 157 on certain real estate described therein to secure an indebtedness of \$20,000.00, and said lien is in full force and effect; and,

WHEREAS, Michael D. Wesson & Kathleen R. Wesson has/have made an application to the Party of the Second Part for a loan in the sum of \$102,000.00 and said Party of the Second Part is willing to make said loan to the said Michael D. Wesson and Kathleen R. Wesson, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said AmSouth Bank, N. A. subordinate the above described lien and make the same second and subservient to the mortgage of Collateral Mortgage, Ltd.; and

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum of \$ n/a, cash in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledged, the said Party of the First Part does hereby agree that the lien of Michael D. Wesson and Kathleen R. Wesson to AmSouth Bank, N. A., dated July 18, 1990 and recorded in the Probate Office of Shelby County, Alabama in Volume 304, Page 157, shall be second and subservient to the mortgage of Michael D. Wesson & Kathleen R. Wesson to Collateral Mortgage, Ltd., dated July 26, 1991 and recorded in the Probate Office of Shelby County, Alabama in Volume 356 Page 854 to secure the sum of \$102,000.00, plus interest, on the land described therein, and the said lien of the said AmSouth Bank, N.A. shall be subordinate to the mortgage of Collateral Mortgage, Ltd.

IT IS FURTHER agreed that should Michael D. Wesson and Kathleen R. Wesson default in his/her/their payments under the terms of the real estate mortgage to AmSouth Bank, N. A., the said AmSouth Bank, N. A. agrees to notify Collateral Mortgage, Ltd. of said default prior to taking legal action.

IN WITNESS WHEREOF, the said AmSouth Bank, N. A. by has caused his name to be hereunto signed on this the 25 day of July, 19 91.

AMSOUTH BANK, N. A.

BY: [Signature]
As its: Vice President

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said State and County, hereby certify that H. D. Amadio, whose name as Vice President of AmSouth Bank, N. A. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance and with full authority as such officer, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal of office this 25th day of July, 19 91.

MY COMMISSION EXPIRES OCTOBER 24, 1991

My commission expires: _____

[Signature]
Notary Public

This instrument prepared by: S. Kent Stewart, Esquire, Stewart & Associates, P. C.
3800 Colonnade Parkway, Suite 650, Birmingham, Alabama 35243

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I CERTIFY THIS INSTRUMENT WAS FILED

FILED
JUL 26 1991
CLERK OF PROBATE
JUL 26 1991
CLERK OF PROBATE