

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 12th day of October, 1992, by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain second mortgage (with a maximum line of \$20,000.00 available to draw) from Thomas Orin Smith and wife, Ruth Peck Smith and recorded in Real 353, Page 751, in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Lot 22, according to the Survey of Meadowood Estates, as recorded in Map Book 10, page 33, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Central Bank of the South is making a mortgage loan to Thomas Orin Smith wife, Ruth Peck Smith (to refinance the original first mortgage loan to Real Estate Financing, Inc., recorded in Real 220, page 830, in the Office of the Judge of Probate of Shelby County, Alabama) in the amount of \$72,000.00, said loan secured by a mortgage which encumbers the above described real property;

WHEREAS, Central Bank of the South, as a condition for making said new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new Central Bank of the South mortgage and Mortgagee has agreed to do so.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of TEN DOLLARS in hand paid by Central Bank of the South to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with Central Bank of the South that the lien of First Alabama Bank, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of the Central Bank of the South mortgage, which was granted by Thomas Orin Smith wife, Ruth Peck Smith to Central Bank of the South to refinance the original mortgage recorded in Real 220, page 830, in the Probate Office of Shelby County, Alabama, which encumbers the above described property; provided, however, that this subordination is limited to the amount of \$72,000.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sammy R. Young
Loan Operations Officer

FIRST ALABAMA BANK

By: *C. R. Lee, II*
C. R. Lee, II
Senior Vice President

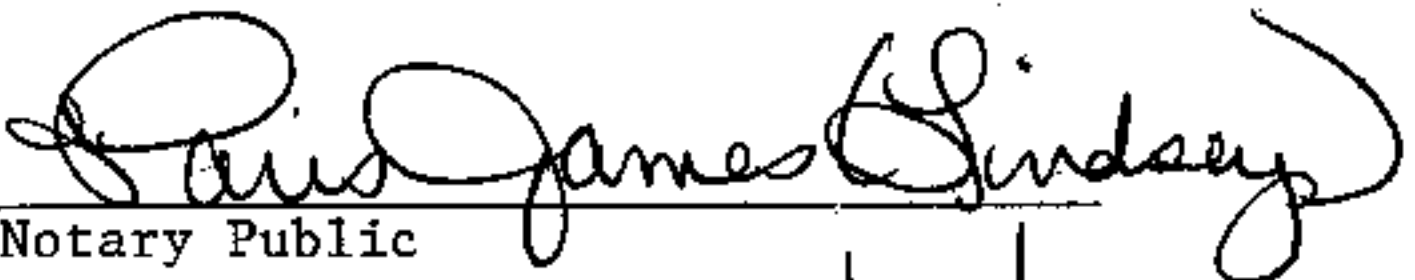
Inst # 1992-23881

Hollman
10/19/1992-23881
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 9.00

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 12th day of October, 1992, by C. R. Lee, II as Senior Vice President of FIRST ALABAMA BANK, on behalf of the Bank.


Notary Public

My Commission Expires: 10/19/92

Inst # 1992-23881

10/19/1992-23881
02:21 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 9.00