

STATE OF ALABAMA)
COUNTY OF SHELBY)

01/21/1993-01967
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCB 9.00

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this the 29th day of September, 1992 by FIRST UNION HOME EQUITY CORPORATION (hereinafter referred to as the "Mortgagee") in favor of TROY & NICHOLS, INC., its successors and assigns (hereinafter referred to as "TROY & NICHOLS, INC.").

WITNESSETH

WHEREAS, Mortgagee has loaned to JEROLD ALLEN and DOROTHY D. ALLEN ("Borrowers") which is evidenced by a promissory note executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith, (The "Mortgage") covering the property described therein and recorded in Real Volume 353, Page 410 of the real property records in the Office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, Borrower has requested that TROY & NICHOLS, INC. lend to them the sum of One Hundred Forty Two Thousand and No/100 Dollars (\$142,000.00) (the "Loan"), such loan to be evidenced by a promissory note dated September 22, 1992, executed by Borrower in favor of TROY & NICHOLS, INC. and secured by a mortgage of even date therewith (the "New Mortgage") covering in whole or in part the property by the Mortgage; and

WHEREAS, TROY & NICHOLS, INC. has agreed to make the Loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of TROY & NICHOLS, INC.

NOW, THEREFORE, in consideration of one dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to induce TROY & NICHOLS, INC. to make the Loan above referred to, Mortgagee agrees as follows:

Inst#1992-22527

1. The New Mortgage, as recorded in Real _____, Page _____, in the Office of the Judge of Probate of Shelby County, Alabama, and the note secured thereby and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage recorded in Real 353, Page 410, in the Probate Office of Shelby County, Alabama, in favor of Mortgagee.

Return To:
Corley, Moncus & Ward, P.C.
2100 South Bridge Parkway
Suite 650
Birmingham, AL 35201

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage recorded in Real Volume 353, Page 410 in the Probate Office of Shelby County, Alabama, in favor of the lien or charge of the New Mortgage in favor of TROY & NICHOLS, INC. and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made and as a part and parcel thereof specific monetary and other obligations are being and will be entered into by TROY & NICHOLS, INC. which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE:
FIRST UNION HOME EQUITY
CORPORATION

BY: 

E.R. Winslow

Its: Asst. Vice President

STATE OF North Carolina)
COUNTY OF Cabarrus)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that E.R. Winslow whose name as Asst. Vice President of FIRST UNION HOME EQUITY CORPORATION, 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 said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said FIRST UNION HOME EQUITY CORPORATION.

Given under my hand and official seal this the 29 day of ~~AUGUST~~, 1992.
September


Notary Public Kenneth R. Beam
My Commission Expires: 12-2-92

Inst # 1993-01967

01/21/1993-01967
09:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 MCD

INST. # 1992-22885
10/09/1992-22885
9:04 AM CERTIFIED
SHELBY CO. JUDGE OF PROBATE
002 MCD 9.00