

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 24, day of September, 1993 by First Alabama Bank (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Gregory G. Hill and wife, Ellen P. Hill (with a maximum line of \$92,000.00 available to draw) recorded in Inst. # 1992-311563 in Probate Office of Shelby County, Alabama from Gregory G. Hill and wife, Ellen P. Hill; which was rerecorded in Inst. # 1993-8055, being more particularly described as follows:

Lot 7, Block 4, according to the Map of Wyngate, First Sector, as recorded in Map Book 11, Page 13, and amended in Map Book 11, Page 81, and further amended in Map Book 12, Page 1, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

AND WHEREAS, First Federal Bank, is making a mortgage Loan to James Gregory G. Hill and wife, Ellen P. Hill (to refinance the original first mortgage loan to First Federal Banks recorded in Real 375 Page 874 in the probate office of Shelby County, Alabama.) in the amount of \$100,000.00 said loan secured by a mortgage which encumbers the above described real Property:

WHEREAS, First Federal Bank, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new First Federal Bank 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 First Federal Bank the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with First Federal Bank 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 First Federal Bank, which was granted by Gregory G. Hill and wife, Ellen P. Hill to First Federal Bank to refinance the original mortgage recorded in Real 375 Page 874, which encumbers the above described property; provided, however that this subordination is limited to the amount of \$100,000.00.

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

Signed, sealed and delivered
in the presence of:

Helga Tuggle

FIRST ALABAMA BANK

By: Martha M. Chaffin

Martha M. Chaffin
Branch Manager

Inst. # 1993-31928

10/14/1993-31928
09:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

Stewart Davis

Inst. # 1993-31928

STATE OF ALABAMA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 24,
day of September, 1993 by Martha M. Chaffin as
Branch Manager of FIRST ALABAMA BANK, on behalf of the
bank.

Geshi M. yfr
Notary Public

MY COMMISSION EXPIRES MARCH 10, 1997

My Commission Expires: _____

Inst # 1993-31928

10/14/1993-31928
09:04 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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