

Inst # 1998-23661

06/25/1998-23661

11:32 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MCD 13.50

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS, INC.

MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

LOAN #: 2181251

ESCROW/CLOSING #:

SPACE ABOVE FOR RECORDERS USE

Prepared by: P. WARREN

COUNTRYWIDE HOME LOANS, INC.
3325 LORNA ROAD SUITE 1
BIRMINGHAM, AL 35216-

THIS SUBORDINATION AGREEMENT is made this 18th day of JUNE, 1998
by and between ~~XXXXXX National Bank~~ First Citizens Bank, N.A.
(formerly The First National Bank of Ashland)
a corporation, with a place of business at Box 37, Ashland, AL 36201
("Subordinating Lender") and _____

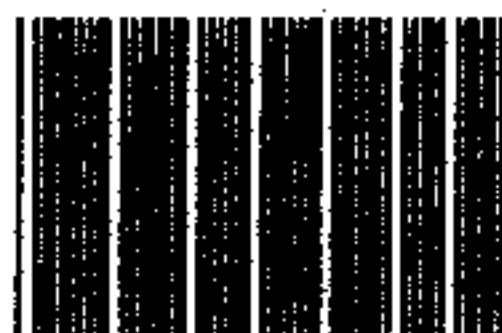
Page 1 of 3

5/95

VMP -1268(9701).03 CHL (09/97)

VMP MORTGAGE FORMS - (800)521-7291

Initials: Y



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LOAN #: 2181251

COUNTRYWIDE HOME LOANS, INC.
a corporation, with a place of business at
4500 PARK GRANADA, CALABASAS, CA 91302-1613
("Lender").

WHEREAS,

Mark N. Sims and Margaret S. Sims, husband and
wife.

("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Twenty-Seven
Thousand and NO/100's (\$27,000.00)

dated, August 14, 1996, and recorded September 5, 1996
in Mortgage Book Volume 1996-29301 page _____ in the records of Shelby

County, which mortgage is a lien on the following described property:
Lot 49, According to the mapy and survey of Kingwood First Addition, as
recorded in map book 6, page 90, in the office of the Judge of Probate,
Shelby County, Alabama, situated in Shelby County, Alabama

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of _____

which mortgage is intended to be recorded herewith in the records of _____ County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage
executed by Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by
Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

LOAN #: 2181251

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

First Citizens Bank, N.A.

(formerly First National Bank of Ashland)

By: Jeannette E. Carroll

By: _____

Title: E. V. P.

Title: _____

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