

SUBORDINATION AGREEMENT

CERTIFIED TRUE AND CORRECT  
COPY OF ORIGINAL

*Clintley M. Moseley*

STATE OF ALABAMA, SHELBY COUNTY:

This Subordination Agreement, made and entered into on this the 23rd day of June, 2000, by  
and between:

FIRST COMMERCIAL BANK

as party of the First Part, and:

THE PROVIDENT BANK

as party of the Second Part.

WITNESSETH:

THAT, WHEREAS, JAMES W. WIERSMA and KATHY A. WIERSMA, has an outstanding lien in favor of:

FIRST COMMERCIAL BANK

dated the 15th day of March, 1996, and recorded in the Probate Office of SHELBY County, Alabama, on certain real estate described therein to secure an indebtedness of \$ 40,000.00, and said lien is in full force and effect; and,

WHEREAS, JAMES W. WIERSMA and KATHY A. WIERSMA has made an application to the Party of the Second Part for a loan in the sum of \$316625.00 and said Party of the Second Part is willing to make said loan to the said JAMES W. WIERSMA and KATHY A. WIERSMA, provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of THE PROVIDENT BANK; and

WHEREAS, the said Party of the First Part is willing to subordinate its said lien and make the lien 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 \$ \_\_\_\_\_, 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 JAMES W. WIERSMA and KATHY A. WIERSMA, dated March 15, 1996, and recorded in Probate Office of SHELBY County, Alabama in Volume 1996 at Page 139174, to secure the said lien shall be subordinate to the mortgage of THE PROVIDENT BANK.

IT IS FURTHER agreed that should JAMES W. WIERSMA and KATHY A. WIERSMA default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 23rd day of June, 2000.

FIRST COMMERCIAL BANK

By Tonya T. Mackinaw  
Its Retail Banking Officer

STATE OF ALABAMA, COUNTY OF Jefferson:

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Tonya T. Mackinaw whose name as Retail Banking Officer of FIRST COMMERCIAL BANK, 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 the conveyance, the same was executed voluntarily on the day the same bears date.

GIVEN under my hand and official seal on this 23rd day of June, 2000.

Marian D. Lumme  
Notary Public  
My Commission expires: 9.30.00

PREPARED BY: MOSELEY & ASSOCIATES, P.C.  
3800 COLONNADE PARKWAY, STE. 630  
BIRMINGHAM, AL 35243

01/25/2001-02688  
08:54 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

001 MMB 11.00

Post # 2001-02688