

WHEN RECORDED RETURN TO:

A. Michelle Honeycutt
Bank of Alabama
2340 Woodcrest Place, Suite 200
Birmingham, Alabama 35209

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Shelby Cnty Judge of Probate, AL
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MORTGAGE SUBORDINATION AND MODIFICATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on December 20, 2001, James T. Rogers and Lyndy H. Rogers, (hereinafter referred to as "Mortgagor") did execute in favor of Bank of Alabama, hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a lien as recorded in Instrument 2001-56857, in the Office of the Judge of Probate of Shelby County, Alabama, and said property is described as follows:

LEGAL DESCRIPTION:

Lot 1, Block 3, according to the Amended Map of Woodford, as recorded in map Book 8, page 51
A, B, C and D, in the Probate Office of Shelby County, Alabama.

WHEREAS, the sum of (revolving line of credit) (\$) DOLLARS is still owed on the debt secured by such mortgage; and

WHEREAS, Mortgagor desires to refinance the existing first mortgage on said property through a new term mortgage in favor of Bank of Alabama and to secure such loan by mortgage lien on the above described property, and desires that mortgage lien in favor of Mortgagee be subordinated and made junior to a mortgage lien which Mortgagor desires to effect by executing said mortgage with Bank of Alabama.

WHEREAS, Mortgagees (in consideration of the fact that their mortgage will be better secured as a second lien on the property) has previously agreed, and are now willing and desirous of executing such document as is necessary to effect the subordination of their mortgage lien so as to allow Mortgagor to execute a mortgage furnishing a valid first lien in favor of and Bank of Alabama.

NOW, THEREFORE, Mortgagees does hereby subordinate their mortgage lien on the above described land, as established by mortgage, with such mortgage now, by virtue of this document, hereby being made subordinate and junior to the mortgage executed by Mortgagor to Bank of Alabama dated January 8, 2003, and which mortgage is being recorded simultaneously with this agreement, to secure an indebtedness of \$225,000.00 (Two hundred twenty-five thousand dollars and 00/100).

NOW, THEREFORE, Mortgagees does hereby modify its lien "mortgage interest" in said property from \$150,000.00 (One hundred fifty thousand dollars and 00/100) to \$75,000.00 (Seventy-five thousand dollars and 00/100) effective January 8, 2003.

Be it known, however, that the mortgage in favor of Mortgagees shall in all other respects remain in full force and effect and constitute a first valid lien against the above described property as to all other liens (with the sole exception of the lien created in favor of Bank of Alabama).

Mortgagor and Mortgagees warrant that Mortgagees is the owner of the mortgage.

IN WITNESS WHEREOF, my hand and seal this the 8th day of January, 2003.

BANK OF ALABAMA

A. Michelle Honeycutt
By: A. Michelle Honeycutt
Its: Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that A. Michelle Honeycutt whose name is signed to the foregoing subordination and modification agreement as Vice President of Bank of Alabama, who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of January, 2003.

Juanita S. Varden
Notary Public
My Commission Expires: 8-16-2006

