20051215000648650 1/1 $12.00
Shelby Cnty Judge of Probate,AL
12/15/2005 10:39:44AM FILED/CERT

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the 14th day of November 2005, by and between: THE BANK, as party of the First Part and THE BANK, party of the Second Part.

WITNESSETH:

That, Whereas, HARRIET L. ENOCHS, A SINGLE WOMAN has an outstanding lien in favor of: THE BANK dated September 30, 2005 and recorded October 10, 2005 in Instrument #20051010000527910 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of $43,000.00, and said lien is in full force and effect; and

Whereas, HARRIET L. ENOCHS, A SINGLE WOMAN has an outstanding lien in for of THE BANK dated September 20, 2005 and recorded October 10, 2005 in Instrument #20051010000527900 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of $100,000.00, and said lien is in full force and effect; and

Whereas, these mortgages were recorded out of order at the Probate Office of Shelby County, Alabama. It is the intent of this subordination agreement to correct the order of said mortgages

Whereas, the said Party of the Second Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the First Part to correct the order of the documents recorded at the Probate Office.

Now, Therefore, in consideration of the premises and the further consideration of the sum of $1.00, cash, in hand paid, the Party of the Second Part by the Party of the First Part, the receipt of which is hereby acknowledge, the said Party of the First Part does hereby agree that the lien of HARRIET L. ENOCHS, A SINGLE WOMAN, dated September 30, 2005 and recorded October 10, 2005, in the amount of $100,000.00 shall be subordinate to the mortgage of THE BANK, recorded in Book 20051010000527900 in the amount of $43,000.00. **To clarify, the mortgage in the amount of $43,000.00 should be the first mortgage and the mortgage in the amount of $100,000.00 should be the second mortgage.**

IT IS FURTHER agreed that should HARRIET L. ENOCHS, A SINGLE WOMAN 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 14th day of November, 2005.

THE BANK
BY: Barbara Bobinchuck
ITS: Mortgage Operations Manager

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Barbara Bobinchuck whose named as Mortgage Operations Mgr. of THE 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 and with full authority on the day the same bears date.

Given under my hand and official seal on this 14th day of November, 2005.

Sherry J. Hayes
Notary Public
Commission Expires: May 11, 2006

SHERRY J. HAYES
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

Prepared By: Moseley & Associates, P.C. 3800 Colonnade Parkway, Suite 630, Birmingham, Alabama 35243