

ALLISON, MAY, ALVIS, FURH Fax:12059918852

Aug 17 2006 11:54

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Shelby Cnty Judge of Probate, AL
08/24/2006 03:38:15PM FILED/CERT

This Instrument Prepared By:
JAMES W. FUHRMEISTER
ALLISON, MAY, ALVIS, FUHRMEISTER,
& KIMBROUGH L. L. C.
P. O. Box 380275
Birmingham, AL 35238

SUBORDINATION AGREEMENT

This Agreement, made the 17 day of August, 2006, between FIRST AMERICAN BANK ("Mortgagee") and RENASANT BANK, ("Lender").

WITNESSETH:

WHEREAS, the said Mortgagee now owns and holds the following mortgage and the note secured thereby: Mortgage dated the 11th day of August, 2006, made by WILLIAM WILLS and JULIE WILLS to FIRST AMERICAN BANK in the principal amount of \$30,000.00, and recorded or to be recorded in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

WHEREAS, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$185,000.00 and interest, covering premises and more fully described as follows:

Lot 1, according to the Survey of Lake Kathryn, Sector Two, as recorded in map Book 24, Page 140, in the Probate Office of Shelby County, Alabama.

and

WHEREAS, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned;

NOW, THEREFORE, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00) and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This Agreement may not be changed or terminated orally. This Agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Mortgagee has duly executed this agreement the day and year first above written.

MORTGAGEE:**FIRST AMERICAN BANK**By: 

HEATHER ACTON

Its: Assistant Manager

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, in and for said County, in said State, hereby certify that Heather Acton, whose name as Assistant Manager, of First American Bank, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer, and with full authority, executed the same voluntarily, for and as the act of the corporation on the day the same bears date.

Given under my hand and official seal this 17 day of August, 2006.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 10, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS