

WHEN RECORDED MAIL TO:

ALIAN BANK
A Division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

Loan #610001580

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 18th day of October, 2012, by and between Aliant Bank, A Division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 3524 ("Subordinating Lender") and First Community Mortgage Inc., a corporation with a place of business at 275, Robert Rose Drive, Murfreesboro, TN 37129. ("Lender").

WHEREAS, Robert W. Kirkland and Tammy K. Kirkland ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Thirty Thousand (\$30,000.00) Dollars, dated March 22, 2002, and recorded April 03, 2002, in Instrument # 2002-15618 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

Lot 23, WEATHERLY WINDSOR SECTOR IT RECORDED IN MAP BOOK 18 AT PAGE 80 IN THE OFFICE OF THE JUDGE OF PROBATE SHELBY COUNTY.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Two Hundred Twenty Four Thousand (\$224,000.00) Dollars, dated October __, 2012, which mortgage is intended to be recorded herewith in the records of Shelby, County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the 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,

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.



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Shelby Cnty Judge of Probate, AL
11/28/2012 10:15:59 AM FILED/CERT

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

ATTEST:

By: Shelia Bank

Aliant Bank, a Division of
USAMERIBANK

By: Cynthia Joiner
Cynthia Joiner
Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

On this the 18th day of October, 2012, before me, the undersigned officer of the state and county mentioned, personally appeared Cynthia Joiner, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is the Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By [Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 12, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

20121128000453690 2/2 \$15.00
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