

SUBORDINATION AGREEMENT

21

STATE OF ALABAMA )

JEFFERSON COUNTY )



19800102000000350 1/2 \$.00  
Shelby Cnty Judge of Probate, AL  
01/02/1980 12:00:00 AM FILED/CERT

AGREEMENT made this 28 day of December, 1979, by and between  
FIRST ALABAMA BANK OF BIRMINGHAM, Birmingham, Alabama, herein referred to as  
"Mortgagee", and JACKSON COMPANY, Birmingham, Alabama, herein referred to as  
"Lender".

The parties recite and declare that:

Mortgagee is the owner and holder of a certain note in the principal  
sum of One Hundred Twenty Five Thousand and no/100 Dollars (\$125,000.00),  
secured by a mortgage for such amount executed by James H. Estes and wife,  
Mary Ellen Estes, (Mortgagors) to Mortgagee, dated the 22nd day of May,  
1979, and recorded on the 12th day of October, 1979, in the office of the  
Judge of Probate of Shelby County, state of Alabama in Real Volume 397,  
page 174, and covering the following described premises:

Lots 5 and 6, according to the map and survey  
of Windwood Circle, as recorded in Map Book 6,  
page 154, in the Probate Office of Shelby  
County, Alabama.

Mineral and mining rights excepted.

Lender has agreed to loan the sum of \$200,000.00 on note of  
Mortgagors to be secured by a first mortgage and covering the premises  
above described.

To induce Lender to make such loan, it is necessary that the  
mortgage held by Mortgagee be subordinated to the lien of the mortgage  
to be made by Lender as herein above set forth.

For the reasons set forth, and in consideration of the mutual  
covenants and promises of the parties hereto, Mortgagee and Lender covenant  
and agree as follows:

1. SUBORDINATION: The Mortgagee hereby covenants, consents, and  
agrees with Lender that the aforesaid mortgage held by Mortgagee is and shall  
continue to be subject and subordinated in lien to the lien of the first  
mortgage to be made by lender as aforesaid.
2. CONSIDERATION: In consideration of Mortgagee so subordinating  
the mortgage held by it to the mortgage of Lender, Lender shall make the  
aforesaid loan and in further consideration, shall pay the sum of Ten Dollars  
(\$10.00) to the Mortgagee.

3. BINDER EFFECT: This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement at Birmingham, Jefferson County, Alabama, on the day first above written.

FIRST ALABAMA BANK OF BIRMINGHAM

By: Charles J. Woodall  
Charles J. Woodall, its Assistant V.P.

JACKSON COMPANY

By: Hubert E. Rawson, Jr.  
its Vice President

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I, the undersigned Notary Public in and for said County and State, hereby certify that Charles J. Woodall, whose name is signed to the above and foregoing Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said Agreement, he as legal representative and officer of FIRST ALABAMA BANK OF BIRMINGHAM and having full authority, executed the same voluntarily on the day the same bears date for and as the act of said FIRST ALABAMA BANK OF BIRMINGHAM.

Given under my hand and official seal this 28th day of December, 1979.

Marissa R. Rawson  
Notary Public

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned Notary Public in and for said County and State, hereby certify that Hubert E. Rawson, Jr., whose name is signed to the above and foregoing Agreement and who is known to me, acknowledged before me on this day that being informed of the contents of said Agreement, he as legal representative and officer of JACKSON COMPANY, and having full authority, executed the same voluntarily on the day the same bears date for and as the act of said JACKSON COMPANY.

Given under my hand and official seal this 28 day of December, 1979.

Hubert E. Rawson, Jr.  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1980 JAN -2 PM 1:41

Thurman P. Snowdon, Jr.  
JUDGE OF PROBATE

Rec. 300  
Encl. 100  
400