

646 MORTGAGE LIEN SUBORDINATION AGREEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, on March 15, 1985, Nichols & Hill Construction Co., a partnership (hereinafter referred to as "Mortgagor") did execute in favor of National Heritage Mortgage Corporation (hereinafter referred to as "Mortgagee") a mortgage which then and does now constitute a lien as recorded in Real Volume 071, Page 974, in the Office of the Judge of Probate of Shelby County, Alabama and last assignment to First Commercial Bank by assignment recorded in Real Record 072, Page 606, Shelby County, Alabama and said property is described as follows:

Lots 1 to 6, both inclusive, in Block 3, to Resurvey of Breckenridge Park, as recorded in Map Book 9, Page 110, in the Probate Office of Shelby County, Alabama.

WHEREAS, the sum of \$300,000 is still owed on the debt secured by such mortgage; and

WHEREAS, it was the intent of the Mortgagor to give Central Bank of the South (hereinafter referred to as "Central") a first mortgage lien on the above described property; and

WHEREAS, it was the intent of the Mortgagee to take a second mortgage lien on the above described property; and

WHEREAS, both Mortgagor and Mortgagee now desire that mortgage lien in favor of Mortgagee be subordinated and made junior to the mortgage given by mortgage to Central Bank of the South;

NOW THEREFORE, Mortgagee does hereby subordinate his mortgage lien on the above described property, 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 Central on June 9, 1986, a copy of which is attached hereto, to secure an indebtedness of \$210,000.00. Be it known, however, that the mortgage in favor of Mortgagee shall in all other respects remain in full force and effect and constitute a valid lien against the above described property as to all other liens (with the exception of the lien created in favor of Central.)

First Commercial Bank,

By: [Signature]
Its: VICE PRESIDENT

First United Properties, Inc.

By: [Signature]
Its: President

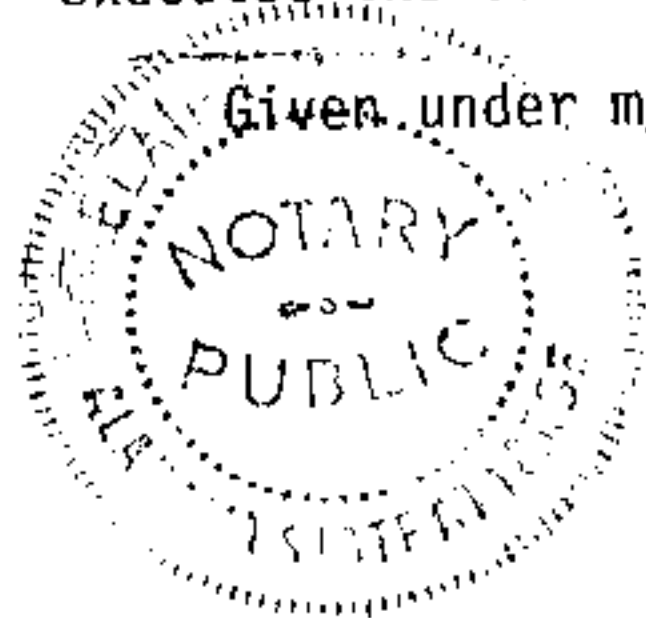
Jack A.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Benny M. Kallus Jr., whose name as Vice President of First Commercial 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 3rd day of July, 1986.



Elaine D. Moore

Notary Public

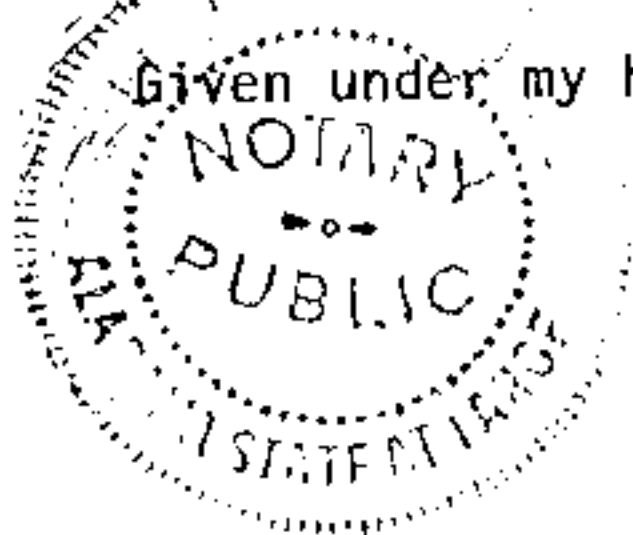
My Commission Expires October 28, 1989

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that J. M. Shields, whose name as President of First United Properties, Inc., 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 3rd day of July, 1986.



Elaine D. Moore

Notary Public

My Commission Expires October 28, 1989

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

1986 JUL -9 PM 12:34

Thomas A. Henderson, Jr.
JUDGE CLERK

1. Deed Tax	\$	---
2. Mig. Tax		---
3. Recording Fee		<u>5.00</u>
4. Indexing Fee		<u>2.00</u>
TOTAL		<u>7.00</u>