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PARTIAL
SUBORDINATION AGREEMENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

This Agreement is made and entered into on this 21st day of May, 1987, by AmSouth Bank N.A. (hereinafter referred to as "AmSouth") in favor of Collateral Mortgage, Ltd., its successors and assigns (hereinafter referred to as "Mortgagee").

WITNESSETH:

WHEREAS, AmSouth did loan to Robert K. Prescott and Yvonne Prescott (the "prescotts") and Michael B. Gunn and Donna S. Gunn (the "Gunns") (The Prescotts and the Gunns are hereinafter collectively referred to as the "Borrower") the sum of \$38,473.20, which loan is evidenced by a promissory note dated January 22, 1985, executed by Borrower in favor of AmSouth, and is secured by a mortgage of even date therewith (the "Mortgage"), which Mortgage is recorded in Book 018, Page 616 of the Real Property Records in the Office of the Judge of Probate of Shelby County, Alabama, and which Mortgage convers, in part, the following described property (hereinafter called the "Property"), to wit:

Lot 5, according to the survey of Scottsdale, First Addition, as recorded in Map Book 7, Page 14 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama;

and

WHEREAS, the Prescotts have requested that Mortgagee lend to the Prescotts the sum of \$48,500.00 (the "Loan"), such loan to be evidenced by a promissory note dated May 21, 1987, executed by the Prescotts in favor of Mortgagee and secured by a mortgage of even date therewith (the "New Mortgage") covering the Property; and

WHEREAS, Mortgagee has agreed to make the Loan to the Prescotts if, but only if, the New Mortgage shall be and remain a lien or charge upon the Property prior and superior to the lien or charge of the Mortgage.

NOW, THEREFORE, in consideration of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged AmSouth agrees as follows:

James Buford III

BOOK 133 PAGE 697

1. The New Mortgage shall be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Mortgage in favor of AmSouth.

2. The execution of this Agreement relates only to the Property and shall in no way operate to subordinate, release or impair the lien and security of the Mortgage upon the real estate not described herein and remaining subject thereto, nor shall this Agreement operate to subordinate, release or impair the lien of the Mortgage with respect to any debt or mortgage of the Mortgagee or any other party whatsoever other than the New Mortgage.

IN WITNESS WHEREOF, AmSouth Bank N.A. has executed this instrument by its duly authorized officer on the day and date first above written.

AMSOUTH BANK N.A.

BY:
ITS:

John Parker Echols
Personal Financial Services Officer

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Parker Echols whose name as Personal Financial Services Officer of AmSouth Bank N.A., a national banking association, 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 said instrument, (s)he as such officer and with full authority executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 21st day of May, 1987.

Mary Ann Echols
Notary Public

My Commission Expires: 9-18-88

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
Suite 200, 100 Vestavia Office Park
Birmingham, Alabama 35216

STATE OF ALABAMA, JEFFERSON CO.
NOTARY PUBLIC

REC JUN -3 AM 9:19

James F. Burford, III
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00