

1637

STATE OF ALABAMA)
JEFFERSON COUNTY)

SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into the 2nd day of June, 1987, by and between **AmSouth Bank, N.A.** (hereinafter called Mortgagee) and **John Allen Montgomery and Cecilia Kearsa Montgomery** (hereinafter collectively called Mortgagor).

Witnesseth:

WHEREAS, the Mortgagor executed a second mortgage to the Mortgagee to secure an indebtedness in the amount of \$ 25,000.00, said second mortgage being recorded in Real Volume 125, Page 347, in the Office of the Judge of Probate of Shelby County, Alabama and conveying the following described property:

Lot 10, in Block 7, according to the Amended Survey of Woodford, a Subdivision of Inverness, as recorded in Map Book 8, Page 51 A, B, C and D, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, said mortgage was second and subordinate to that certain mortgage executed by the Mortgagor in favor of Real Estate Financing, Inc., as recorded in Real Volume 76, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, said mortgage in favor of Real Estate Financing, Inc. will be satisfied, in the Office of the Judge of Probate of Shelby County, and

WHEREAS, Mortgagor on June _____, 1987, will execute in favor of First Guaranty Mortgage Corporation in the amount of \$136,000.00 which mortgage was recorded in Real Volume 136, Page 540, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, it is and was the intent and desire of the Mortgagor and Mortgagee that the aforesaid second mortgage to Mortgagee be subordinate in all respects to the mortgage executed in favor of First Guaranty Mortgage Corporation.

Carley, Moncus

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NOW, THEREFORE, in consideration of the premises and of the sum of Ten and no/100 Dollars (\$10.00), each to the other in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties agree as follows:

Mortgagee does hereby fully subordinate and does hereby declare to be subordinate the lien of the aforesaid Second Mortgage recorded at Real Volume 125, Page 347, in the Office of the Judge of Probate of Shelby County, Alabama, to the lien of the aforesaid mortgage in favor of First Guaranty Mortgage Corporation in the amount of \$136,000.00, said mortgage being recorded at Real Volume 136, Page 540, in the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year stated above.

MORTGAGEE:

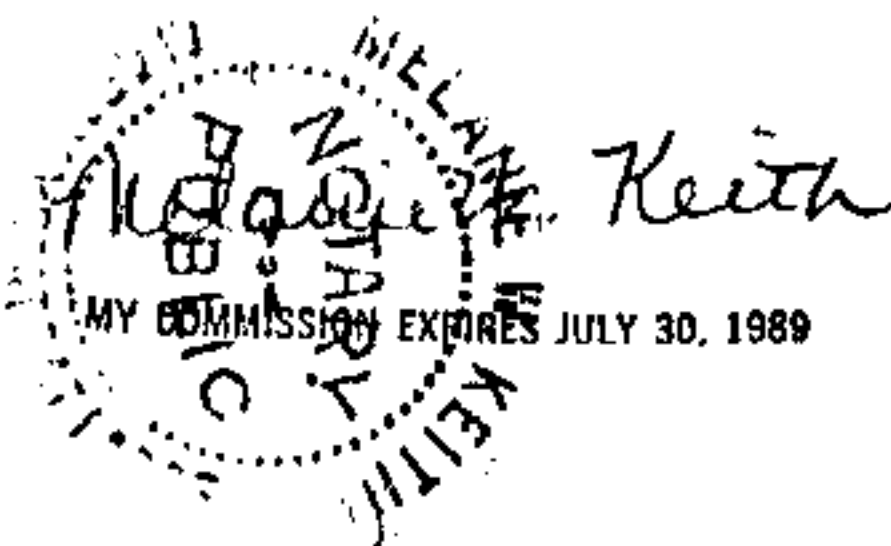
AMSOUTH BANK, N.A.

By Barbara J. Chapman
Its Vice President

MORTGAGOR:

John Allen Montgomery
John Allen Montgomery

Cecilia Kearse Montgomery
Cecilia Kearse Montgomery



STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Barbara J. Chapman whose name as Vice President of AmSouth Bank, N.A., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, 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 1st day of June, 1987.

Melanie W. Keith
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 30, 1989

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

1987 JUN 18 PM 4 39

RECORDING FEES-

Recording Fee \$ 7.50
Index Fee 1.00

TOTAL 8.50

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Allen Montgomery and wife, Cecilia Kearse Montgomery, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of June, 1987.

Charles W. Miller
Notary Public

My Commission Expires:

12/28/87