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### SUBORDINATION AGREEMENT FOR MORTGAGE

This Subordination Agreement is made on this 10th day of June, 1987, by and among SouthTrust Bank of Alabama, National Association, whose address is Post Office Box 2554, Birmingham, Alabama, the existing prior Mortgagee and Mortgage Corporation of the South whose address is 2119 Sixth Avenue North, Birmingham, Alabama, the existing Mortgage recorded after the foregoing Mortgage and William B. Baker, Jr. and wife, Rebecca C. Baker, the Owners, whose address is 2024 Sweetgum Drive, Birmingham, Alabama 35244.

### RECITALS

WHEREAS, the Owners own a certain residential lot or parcel of land situated at 2024 Sweetgum Drive, Birmingham, Alabama and more fully described as follows:

Lot 408, according to the Survey of Eleventh Addition to Riverchase Country Club, as recorded in Map Book 8, Page 160 in the Probate Office of Shelby County, Alabama.

together with the buildings and improvements on said property (collectively referred to as the "Property"; and

WHEREAS, the Owners by an instrument dated February 24, 1987 granted and conveyed to Mortgage Corporation of the South a Mortgage encumbering the Property and securing the payment of \$89,250.00 with interest, which Mortgage was recorded on the 23rd day of March, 1987 in the Office of Probate of Shelby County, Alabama in Real Book 120, Page 878-882, which was and is intended to be a First Mortgage; and

WHEREAS, the Owners, by instrument dated the 28th day of January, 1987, granted and conveyed to the SouthTrust Bank of Alabama, National Association a Mortgage encumbering the Property, securing the payment of an Open-end Home Equity Line indebtedness which Mortgage was recorded on March 4, 1987, in the Office of Probate of Shelby County, Alabama in Real Book 117, Page 808-811, which was and is intended to be a Second and subordinate Mortgage to that Mortgage to Mortgage Corporation of the South; and

WHEREAS, the parties hereto desire that the aforementioned Mortgage to Mortgage Corporation of the South be a Prior and First Mortgage and that the aforementioned Mortgage to SouthTrust Bank of Alabama, National Association be a second and subordinate Mortgage,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement does hereby agree as follows:

*James R. Monroe*

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Subordination of Mortgage to  
SouthTrust Bank of Alabama, National Association

The Mortgage to SouthTrust Bank of Alabama, National Association recorded in Real Book 117, Pages 808-811 in the Office of the Judge of Probate of Shelby County, Alabama is hereby subordinate and postponed in lien, payment, and distribution on any judicial sale of the property to the lien of the Mortgage to Mortgage Corporation of the South recorded in Real Book 120, Pages 878-882 in the Office of the Judge of Probate of Shelby County, Alabama, to the full extent and in the aggregate amount of all advances made or to be made by Mortgage Corporation of the South under said Mortgage instrument.

Effect of Subordination

The subordination of the Mortgage to SouthTrust Bank of Alabama, National Association to the Mortgage of Mortgage Corporation of the South shall have the same force and effect as though the Mortgage to Mortgage Corporation of the South had been executed, delivered, and recorded in the Probate Court prior to the execution, delivery and recordation of the Mortgage to SouthTrust Bank of Alabama, National Association.

Default

If any proceedings brought by SouthTrust Bank of Alabama, National Association or by any successors or assigns of said Mortgagee, against the Property, whether foreclosure proceedings are commenced on the said Mortgage or in execution of any judgment on the Note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the Mortgage to Mortgage Corporation of the South. The foreclosure proceedings shall be specifically advertised as being under and subject to the lien and payment of the Mortgage to Mortgage Corporation of the South.

Parties Bound

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors, and assigns of the parties.

This Subordination Agreement is given, executed and delivered by the undersigned on the same day and year first written above.

SouthTrust Bank of Alabama, National Association  
Subordinating Mortgagee

by Betty H. Branch  
its: Bank Officer

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said State and said County, hereby certify that Betty W. Branch, whose name as Bank Officer of SouthTrust Bank of Alabama, National Association is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal of office this 10<sup>th</sup> day of June, 1987.

Harold H. Long  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-15-1990

MORTGAGE CORPORATION OF THE SOUTH

by V. Marie Robertson

its: Senior Vice President

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said State and said County, hereby certify that V. Marie Robertson, whose name as Senior Vice President of Mortgage Corporation of the South is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal of office this 30th day of July, 1987.

Ann Holmes Vanner  
NOTARY PUBLIC

MY COMMISSION EXPIRES: July 1, 1991

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PROPERTY OWNERS:

William B. Baker, Jr.

William B. Baker, Jr.

Rebecca C. Baker

Rebecca C. Baker

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said State and said County, hereby certify that William B. Baker, Jr. and wife, Rebecca C. Baker, whose names are signed to the foregoing Subordination Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Subordination Agreement, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal of office this 8 day of July, 1987.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/23/88

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

1987 AUG -5 PM 4:03

[Signature]  
JUDGE OF PROBATE

1. Deed Tax	\$	<u>—</u>
2. Mtg. Tax		<u>—</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>11.00</u>